



AGENDA MATERIALS
TRI-DAM PROJECT



TRI-DAM POWER
AUTHORITY



BOARD MEETING

February 16, 2023

**REGULAR BOARD MEETING
AGENDA
TRI-DAM PROJECT
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
FEBRUARY 16, 2023
9:00 A.M.**

**South San Joaquin Irrigation District
11011 Highway 120
Manteca, CA 95366**

*** SEE BELOW FOR INSTRUCTIONS REGARDING PUBLIC COMMENT AND
PARTICIPATION**

NOTICE: Coronavirus (COVID-19)

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com) ON MONDAY, FEBRUARY 13, 2023 AT 9:00 A.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 OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com).

**INFORMATION FOR MEETING DURING CONTINUED PROCLAIMED STATE OF
EMERGENCY
(Effective 3/27/2020 – 2/28/2023):**

*The location of the Tri-Dam meeting will be at the office of the South San Joaquin Irrigation District, 11011 Highway 120, Manteca. This facility is open to the public for meeting attendance, but seating is limited to maintain social distancing.

Members of the public who wish to participate, listen to, and provide comment on agenda items remotely can do so by clicking <https://ssjid.zoom.us/j/98120276218?pwd=ZzZ0dkxhMGN4TFd2d2poZGhJemVvdz09> or by calling (669) 900-9128, then entering 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 dbarney@ssjid.com by 4:30 p.m., Wednesday, February 15, 2023.

In addition to the conditions set forth above, the Tri-Dam Directors will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings.

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) 249-4623, 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 regular board meeting minutes of January 19, 2023.
 2. Approve the January statement of obligations.
-

ACTION CALENDAR

ITEMS 3 - 13

3. Review and possible action to approve 2023 Investment Policy.
4. Review and possible action to authorize the General Manager to sign the Professional Services Agreement with Provost & Pritchard for contract administration support services.
5. Review and possible action to authorize the General Manager to sign the Professional Services Agreement with W.D. Edwards Consulting, LLC for Dam Safety Engineering Services for Beardsley, Donnells and Tulloch.
6. Review and possible action to approve the General Manager Residence capital repairs and 2023 capital budget adjustment.
7. Review and possible action to approve Donnells and Beardsley governor controls upgrade 2023 capital budget adjustment.
8. Review and possible action to approve a capital budget adjustment for Siemens RTU replacement.
9. Discussion and possible action on Tuolumne County Alliance for Resources and Environment (TuCARE) Annual Dinner and Auction.
10. Discussion and possible action to change the time and/or date of the March regular Tri-Dam board meeting due to a scheduling conflict with the Oakdale Annual Ag Scholarship Luncheon.
11. Discussion and possible action regarding future Zoom protocols given Proclaimed State of Emergency expires February 28, 2023.

12. Discuss and consider approval of severance payment to Interim General Manager, Jeff Shields, pursuant to Section 8(e) of Employment Agreement.
13. Review and authorize submittal of permit application to Department of Safety of Dams for the Canyon Tunnel Project, including required submittal fee established by DSOD, estimated at \$69,750.00 (this item to be undertaken after closed-session).

COMMUNICATIONS

ITEMS 14 - 17

14. Staff reports as follows:
 - a. General Manager Report
 - b. Operations & Maintenance Report
 - c. Compliance Report
15. Generation Report
16. Fisheries studies on the Lower Stanislaus River
17. Directors' Comments

CLOSED SESSION

ITEM 18

18. a. PUBLIC EMPLOYMENT
Government Code sec. 54957(b)
 1. Finance & Administrative Manager
 - b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code § 54956.9(d)(1)
 1. *SJTA v. State Water Resources Control Board*
Judicial Council Coordination Proceeding 5013
 - c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Possible Initiation of Litigation
Government Code § 54956.9(d)(4)
One (1) case
 - d. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code § 54956.9(d)(2)
One (1) case
 - e. REAL PROPERTY NEGOTIATIONS
Government Code § 54956.8
Property: 043-110-026 and 043-110-032
Agency Negotiator: General Manager
Negotiating Parties: Unknown
Under Negotiation: Price and Terms
-

ADJOURNMENT

ITEM 19

19. Adjourn to the next regularly scheduled meeting

BOARD AGENDA REPORT

Date: 2/16/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Project January 2023 Minutes

RECOMMENDED ACTION: Review and possible approval of January 19, 2023 Minutes

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: January 19, 2023 Minutes

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 REGULAR MEETING**

January 19, 2023
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 Weststeyn called the meeting to order at 9:00 a.m.

OID DIRECTORS

SSJID DIRECTORS

DIRECTORS PRESENT:

ED TOBIAS
BRAD DeBOER
TOM ORVIS
HERMAN DOORNENBAL
LINDA SANTOS

DAVE KAMPER
MIKE WESTSTEYN
GLENN SPYKSMA
DAVID ROOS
JOHN HOLBROOK

Also, Present:

Summer Nicotero, General Manager, Tri-Dam Project; Scot A. Moody, General Manager, Oakdale Irrigation District; Peter Rietkerk, General Manager, South San Joaquin Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Susan Larson, License Compliance Coordinator, Tri-Dam Project; Genna Modrell, Finance Asst., Tri-Dam Project; Chris Tuggle, Operations and Maintenance Manager, Tri-Dam Project; Steve Magney, Equipment Operator, Tri-Dam Project; Mia Brown, Counsel, SSJID; Tim O'Laughlin, Counsel; Andrea Fuller, FishBio; Mike Coffee, ZGlobal

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

- ITEM #1 Approve the regular board meeting minutes of December 15, 2022.**
- ITEM #2 Approve the December statement of obligations.**
- ITEM #3 Approve the Financial Statements for the eleven months ending November 30, 2022.**

Director Tobias corrected the first vote on item 4 stating he did not abstain from voting. Director Tobias moved to approve items one through three with the correction. Director Weststeyn seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn
NOES: None
ABSTAINING: None
ABSENT: None

ACTION CALENDAR

ITEM #4 Discussion and possible action approve the funding for 2023 to contract with FishBio, Inc. and authorize the General Manager to execute contract.

Sharon Cisneros presented the amended contract responded to Directors questions.

Andrea Fuller reminded the Board they previously approved the Stock Recruit for \$165,000 in December 2022.

Director Santos moved to approve table 1 to complete the fifth year and include O.mykiss for \$600,000. Director Holbrook seconded the motion.

The motion passed by the following roll call vote:

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

NOES: Doornenbal

ABSTAINING: None

ABSENT: None

ITEM #5 Discussion and possible action to approve cost estimate to remove rockslide on USFS Road 4N88 (Peeled Onion Road)

Chris Tuggle and Steve Magney presented pictures of rockslide and estimated 3000-4500 cubic yards of material and responded to Director questions.

Director Spyksma moved to authorize the General Manager to conduct a site study to ascertain what is needed. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

Director Holbrook moved to authorize the Advisory committee to provide oversight and approve or bring to the whole Board if necessary.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #6 Discussion and possible action to approve the Joint Powers Insurance Authority Member / Alternate.

Director Holbrook moved to appoint Directors Orvis or Spyksma as the member with Summer Nicotero as the alternate. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #7 Consider adoption of Resolution TDP 2023-01 Authorization for Maintenance of Bank Accounts.

President Weststeyn presented Resolution TDP 2023-01 Authorizing Maintenance of Bank Deposit Accounts adding General Manager Summer Nicotero and removing Jeff Shields.

Director Holbrook moved to approve items. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #8 Consider adoption of Resolution TDP 2023-02 Semi-Annual District Distribution.

Sharon Cisneros presented the funds available for distribution as of December 31, 2022, in accordance with TDP Resolution 2013-01. Funds available to be distributed totaled \$8,760,000.

Director Weststeyn moved to approve Resolution TDP 2023-02 and the distribution as presented. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

DISCUSSION

ITEM #9 Discussion and possible action to authorize the General Manager to execute a Power Purchase Agreement with the City of Santa Clara.

After a brief discussion, Director Kamper moved to approve authorizing the General Manager to execute the Power Purchase Agreement with the City of Santa Clara and to update the records to reflect the correct contact information. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: DeBoer

ABSTAINING: None

ABSENT: None

ITEM #10 Discussion and/or possible action to reinstate Director Santos for eligibility to serve on Tri-Dam Project committees.

Director Orvis moved to approve the reinstatement of Director Santos to serve on committees. Director Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Roos, Spyksma, Weststeyn

NOES: Kamper

ABSTAINING: None

ABSENT: None

COMMUNICATIONS

ITEM #10 Staff Reports:

- A. General Manager, Summer Nicotero
 - Summer provided a brief summary of her report.
- B. Operations and Maintenance Manager, Chris Tuggle
 - Chris advised the governor projects were complete and they have moved to the Tulloch outage and responded to Director questions.
- C. License Compliance Coordinator, Susan Larson
 - Susan provided a brief summary of her report.

ITEM #11 Generation Report

No report.

ITEM #12 Fisheries Studies on the Lower Stanislaus River

No report.

ITEM #13 Directors Comments

The Directors thanked Jeff Shields for stepping in as Interim General Manager, welcomed Summer Nicotero as the new General Manager, and thanked staff.

President Weststeyn recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 10:48 a.m.

The Tri-Dam Project meeting resumed at 11:03 a.m. after the Tri-Dam Power Authority meeting adjourned.

President Weststeyn announced before closed session that the following items would be discussed. The Board took a brief recess at 11:04 a.m. and convened to Closed Session at 11:18 a.m.

ITEM #14 Closed Session

- 18. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code § 54956.9(d)(1)
 - 1. *SJTA v. State Water Resources Control Board*
Judicial Council Coordination Proceeding 5013
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Possible Initiation of Litigation
Government Code § 54956.9(d)(4)
Four (4) cases
- c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code § 54956.9(d)(2)
Two (2) cases
- d. PUBLIC EMPLOYMENT
Government Code sec. 54957(b)
 - 1. Finance & Administrative Manager

At the hour of 12:19 p.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 Weststeyn adjourned the meeting at 12:20 p.m.

The next regular board meeting is scheduled for January 19, 2023, at the offices of South San Joaquin Irrigation District beginning at 9:00 a.m.

ATTEST:

Summer Nicotero, Secretary
Tri-Dam Project

DRAFT

Tri-Dam Project

Statement of Obligations

Period Covered

January 1, 2023 to January 31, 2023

**TRI-DAM PROJECT
STATEMENT OF OBLIGATIONS
Period Covered
January 1, 2023 to January 31, 2023**

One-Half Oakdale Irrigation District	\$ 275,636.59
One-Half South San Joaquin Irrigation District	\$ 275,636.60
Total Obligations	<u>\$ 551,273.19</u>

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

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,**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT
PRESIDENT,**

Thomas D. Orvis

Mike Weststeyn

SECRETARY,

SECRETARY,

Scot A. Moody

Date

Peter M. Rietkerk

Date

Tri Dam Project Statement of Obligations

Period Covered

From To

January 1, 2023 to January 31, 2023

	<u>No. Chks.</u>	<u>Amount</u>
<u>Vendor Check Register Report</u> (Please see attached Check Listing)	68	\$322,888.91
 <u>Payrolls - Net Charges</u>		
<u>Pay Date</u>	<u>Type</u>	<u>Payroll Amount</u>
5-Jan-23	Payroll	\$ 120,744.70
19-Jan-23	Payroll	\$ 107,639.58
 Total Net Payroll	 <u>\$</u>	 <u>228,384.28</u>
 Total Disbursements for the Period		 <u><u>\$551,273.19</u></u>
 Distribution Between Districts ~		
Oakdale Irrigation District	\$	275,636.59
South San Joaquin Irrigation District	\$	275,636.60
 Total Districts	 <u>\$</u>	 <u><u>551,273.19</u></u>

Project

January Checks



Check Number	Vendor No	Vendor Name	Check Date	Description	Amount
129536	10183	Cal PERS S457 Plan	01/05/2023		825.00
129537		VOID		VOID	0.00
129538	10811	IBEW	01/05/2023	EE Union Dues	1,274.44
129539	10812	Nationwide Retirement Solution	01/05/2023	EE Retirement Plan	3,414.88
129540	10815	Cal PERS System	01/05/2023	EE/ER Retirement Plan	16,418.92
129541	10043	American Textile Supply	01/13/2023		934.79
129542	11086	Benefit Resource, LLC	01/13/2023		127.50
129543	11428	Boutin Jones Inc.	01/13/2023		174.00
129544	10154	Calaveras Telephone Co.	01/13/2023		228.70
129545	10202	Condor Earth Technologies	01/13/2023	Tulloch Day Use	1,251.75
129546	10204	Consolidated Electrical Dist.	01/13/2023		732.37
129547	10225	Debco Automotive Supply Inc.	01/13/2023	Batteries, brake pads, rotors	5,107.95
129548	10227	Del Oro Water Co. Inc.	01/13/2023		563.43
129549	10294	FISHBIO Environmental LLC	01/13/2023	Fish Studies	20,273.40
129550	10320	General Supply Co.	01/13/2023	Abay bubbler, stilling well conduit, Donnell's & bull room lighting	1,138.34
129551	10333	Grainger Inc. W. W.	01/13/2023	wire marker sleeves, small tools, heater	1,058.77
129552	10938	Great America Financial Svcs.	01/13/2023		318.35
129553	11049	Hunt & Sons, Inc.	01/13/2023	Fuel	5,843.73
129554	10402	Kamps Propane	01/13/2023	Utilities	2,980.53
129555	10428	M C I	01/13/2023		26.49
129556	10439	McMaster-Carr Supply Co.	01/13/2023	Turbine packing and fuses	1,669.59
129557	10908	McMillen, LLC	01/13/2023	FERC Part 12D Inspections & Reporting	20,992.00
129558	11028	MHD Group, Inc.	01/13/2023		540.00
129559	10466	Mountain Oasis Water Systems & Btl Co L	01/13/2023		81.75
129560	11396	Hydra Pro	01/13/2023		600.00
129561	10500	OID ~ Routine	01/13/2023	Admin / Finance Services	7,715.52
129562	11011	Pacific Gas & Electric	01/13/2023	Utilities	11,523.70
129563	10514	Pacific Gas & Electric Co.	01/13/2023	Utilities	5,944.58
129564	11274	PAR Environmental Services, Inc.	01/13/2023	Hells Half Acre Reporting & Cultural Resource Monitoring	7,085.00
129565	11389	Paris Kincaid Wasiewski	01/13/2023	Legal Fees	5,702.50
129566	10709	Tidy Tech	01/13/2023		248.23
129567	10168	Petty Cash	01/13/2023		177.54
129568	10547	Power Plan	01/13/2023	Inserts, wiper blades & a service call 18-6D	2,533.35
129569	11414	Provost & Pritchard	01/13/2023	Tulloch Spillway, Hells Half Acre Repair, On Call Resources	14,532.69
129570	10618	Sierra Motors	01/13/2023		235.27
129571	10933	Smile Business Products	01/13/2023		187.64
129572	10641	Sonora Airco Gas & Gear	01/13/2023		120.18
129573	11005	Sonora Lumber Company	01/13/2023		129.29
129574	10665	Staples	01/13/2023		837.91
129575	10679	Stiles Truck Body & Equip. Inc.	01/13/2023	20-2 truck body door repair	1,839.89
129576	10718	Tractor Supply Credit Plan	01/13/2023		67.52
129577	10749	UPS	01/13/2023		23.23
129578	11063	UTLTRN Design	01/13/2023		167.01
129579	11258	Verizon	01/13/2023		176.42
129580	10771	W.D. Edwards Co. LLC	01/13/2023	FERC Part 12D Follow Up	1,900.00
129581	10776	Waste Mgmt of Cal Sierra Inc.	01/13/2023		428.09
129582	10778	Watermark Engineering Inc.	01/13/2023	Streamgaging Nov/Dec	12,500.00
129583	11322	Weidmann Electrical Technology Inc.	01/13/2023		302.50
129584	11076	Wright's Tire Inc.	01/13/2023		741.10
129585		VOID		VOID	0.00
129586		VOID		VOID	0.00
129587	10813	ACWA Joint Powers Insurance Authority	01/18/2023	Health Benefits	44,281.31
129588	10183	Cal PERS S457 Plan	01/18/2023		825.00
129589	10815	Cal PERS System	01/18/2023	EE/ER Retirement Plan	17,760.15
129590	10811	IBEW	01/18/2023	EE Union Dues	1,274.44

129591	10812	Nationwide Retirement Solution	01/18/2023	EE Retirement Plan	3,694.88
129592	10663	Standard Insurance Co.	01/18/2023	Long/Short Term Disability	1,074.20
129593	10066	ACWA-Assn of Calif Water Agencies	01/18/2023	Annual Agency Dues	20,230.00
129594	10866	AT&T Teleconference Services	01/18/2023		14.67
129595	10986	Cal-Waste Recovery Systems, LLC	01/18/2023		27.14
129596	10935	Data Path, Inc.	01/18/2023	Network Support	3,187.40
129597	10252	Drugtech Toxicology Services, LLC	01/18/2023	Annual Drug Testing Consortium	1,200.00
129598	10783	Webdancers	01/18/2023	Annual Website Fee	1,530.00
129599	11379	Foust Heat Air Refrigeration	01/18/2023		500.00
129600	11432	Future Chevrolet of Sacramento, Inc.	01/18/2023	2023 Tahoe - GM vehicle	65,000.00
129601	10513	Pacific Gas & Elec - Non Util	01/18/2023		168.28
129602	10535	Pitney Bowes GFS LLC	01/18/2023		237.96
129603	10933	Smile Business Products	01/18/2023		187.64

Report Total: \$ 322,888.91

BOARD AGENDA REPORT

Date: 2/16/2023
Staff: Sharon Cisneros

SUBJECT: Tri-Dam Project 2023 Investment Policy

RECOMMENDED ACTION: Recommend approval of Tri-Dam Project 2023 Investment Policy

BACKGROUND AND/OR HISTORY:

Annually, the Investment Policy for Tri-Dam Project is reviewed and updated as appropriate, and presented to the Board for approval. The Investment Policy details the underlying investment principles (Safety of Principal, Liquidity, and Yield), and is adopted in accordance with California Government Code §53607. This includes the delegation of authority to invest surplus funds to the Finance Manager and/or Interim for a one-year period.

The Investment Policy identifies the authorized Institutions to act as custodian of funds and securities for Tri-Dam, and the approved securities brokers / dealers.

Additionally, the Policy enumerates the types of investments that are authorized, in alignment with California Government Code §53601.

No changes have been made to the policy from the last version adopted January 20, 2022.

FISCAL IMPACT: N/A

ATTACHMENTS: Tri-Dam Project 2023 Investment Policy

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

Policy Manual

POLICY TITLE: INVESTMENT POLICY
POLICY NUMBER: 2023-01

For the Year Ending December 31, 2023

1. **PURPOSE:** This policy sets forth Tri-Dam Project's ("Tri-Dam" or "Project") objectives, risk preferences, authorized instruments, and other requirements and interests for investing its funds. This investment policy is intended to promote a disciplined approach to investing, to provide accountability for Project management, and to promote public trust in the Project's investing practices.
2. **SCOPE:** This policy applies to the investment of all funds of the Project, including operating and capital improvement funds and reserves. There are exceptions to some provisions of the policy for certain proceeds of bond funds because the provisions in a bond indenture dealing with investment of certain proceeds, such as a debt service reserve, are typically more restrictive than this policy. For example, the indenture may specify the trustee of invested proceeds, or may specify the eligible securities. Accordingly, proceeds of Project debt are to be invested in accordance with the controlling resolution, indenture, or agreement.

The Project does not invest the funds of other districts or public agencies.

3. **DELEGATION:** In accordance with California Government Code §53607, the Board of Directors, which is the legislative body of the Project, delegates to the Finance Manager and/or Interim Finance Manager ("Treasurer") full authority to invest and reinvest the money of the Project, and to sell or exchange securities, for the year ending December 31, 2022. The full text of §53607 is quoted below:

"The authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year."

4. **ADOPTION AND DURATION:** This policy is valid for one year and must be reviewed and approved by the Board of Directors annually in a public meeting. The term of this policy is from January 1 to December 31, 2023.

Amendments to this policy must follow the same process as adoption of this policy.

5. **OBJECTIVES:** The primary objectives are, in order of priority: safety of principal, liquidity, February 16, 2023
Prior Approval: January 20, 2022

and yield. It is not possible to simultaneously maximize safety, liquidity, and yield; nor is it possible to maximize any one of these three objectives without disregarding one or both of the other two. Therefore, this policy seeks an appropriate balance of these three objectives by prioritizing them. A secondary objective may be local benefit, when such opportunity arises.

Safety of Principal

Safety of principal is the foremost objective. Investing shall be undertaken in a manner that seeks to avoid loss of principal on the portfolio as a whole. This shall be accomplished by controlling exposure to credit and interest rate risks.

Credit risk is the risk of loss due to the failure of the security issuer or guarantor. Credit risk will be mitigated by:

- a) Limiting investments to the types of instruments listed in Section 11 of this policy,
- b) Prequalifying the financial institutions, brokers, dealers, intermediaries, and advisors who will participate in the Project's investing, and
- c) Diversifying the investment portfolio so the impact of losses from any single type of security or any one issuer is minimized.

Interest rate risk is the risk that the market value of securities will fall due to changes in market rates of interest. Interest rate risk will be mitigated by:

- d) Planning to hold securities to maturity by purchasing securities with maturity dates that do not exceed expected future cash requirements,
- e) Investing operating funds in short term securities, money market funds, the Local Agency Investment Fund, and other investment funds and pools with similar liquidity, and
- f) Limiting the average maturity of the portfolio in accordance with Section 10 of this policy.

Liquidity

The investment portfolio shall remain sufficiently liquid to meet all cash requirements of Tri-Dam that may be reasonably anticipated. This may be accomplished by planning the maturities of investments to match expected dates of future occasions when it will be necessary to supplement the Project's cash balances and/or distribute funds to the Districts. This may also be accomplished by laddering maturities in order to ensure that a steady and consistent portion of the portfolio is always nearing maturity. Furthermore, since it is not feasible to anticipate all possible future cash needs, the portfolio shall consist largely of securities with active secondary markets, and deposits with money market funds, or the Local Agency Investment Fund, and other investment funds and pools with similar liquidity.

Yield

Because pursuit of yield is subordinate to safety of principal and to liquidity, and because yield is always a function of the degrees of risk and liquidity assumed, the Project's objective

is to attain a rate of return which approximates the prevailing market yield for the types of investments in the portfolio. The Project seeks a market yield commensurate with the fact that the preponderance of the portfolio is in low risk, liquid investments. Predictability of yield will be enhanced by purchasing securities with the intent of holding them to maturity. Securities may be sold before their maturity in the following circumstances:

- g) An investment with an increasing credit risk may be sold early to reduce possible loss of principal,
- h) If a security swap would improve the quality, yield, or target duration of the portfolio, or
- i) Liquidity needs of the portfolio require the security to be sold.

6. **AUTHORIZED INSTITUTIONS:** U.S. Bank is specifically authorized as Tri-Dam's custodian for funds and securities held in Tri-Dam's 1) Maintenance Reserve, and 2) Revenue/Operating Reserve. The custodian is independent of all broker/dealers.

Approved broker/dealers are listed in Exhibit A.

In addition to U.S. Bank, Oak Valley Community Bank and the State of California Local Agency Investment Fund are authorized depositories and custodians.

7. **ETHICAL STANDARDS:** The "prudent person" standard is the standard of care to be used in managing the overall portfolio. According to the Government Finance Officers Association, the prudent person standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individuals with whom business is conducted on behalf of the District.

8. **INTERNAL CONTROLS:** The Treasurer is responsible for establishing and maintaining a system of internal control over investment activities. The generally accepted definition of internal control is provided by COSO (The Committee of Sponsoring Organizations of the Treadway Commission):

Internal control is a process, effected by an entity's board of directors, management and other personnel, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

- a) *Effectiveness and efficiency of operations*
- b) *Reliability of financial reporting*
- c) *Compliance with applicable laws and regulations*

The primary internal control measure over investing is this policy. The first objective in the definition (effectiveness and efficiency of operations) includes safeguarding of assets, which addresses one of the most important risks in investing: loss through theft, fraud, or undue investment risks. Although a perfect system of internal control is not possible because of limited personnel and other resources, the Treasurer will establish internal control measures to the extent practicable. Those measures will be designed to address:

- d) Risk of collusion
- e) Potential conflict between transaction authority versus accounting and reporting responsibilities
- f) Custodial safekeeping
- g) Avoidance of physical delivery of securities
- h) Clear delegation of authority to subordinate staff members
- i) Written confirmations for transactions
- j) Dual authorizations of wire transfers
- k) Reporting of investing results
- l) Limitations on permissible investments
- m) Ethical standards
- n) Mitigation of investment risks

All securities transactions not executed by an outside investment advisor are also subject to the following controls:

- o) All security purchases and sales will require the approval of the Finance Manager and the General Manager,
- p) All purchases and sales will be settled delivery versus payment through a third party safekeeping agent,
- q) All purchases and sales will require competing quotes from at least two independent broker/dealers, and
- r) Tri-Dam will retain at least three approved broker/dealers.

The annual audit will include a report on internal controls.

9. REPORTING: The Treasurer will make a monthly report to the General Manager and the Board of Directors describing all investing transactions for the one-month period as required by California Government Code §53607. The Treasurer will also make a quarterly report to the General Manager and the Directors. The minimum content required of the quarterly report is established by California Government Code §53646(b). Accordingly, the quarterly report shall include for each investment:

- a) Type of instrument
- b) Issuer
- c) Maturity date
- d) Par value

- e) Cost
- f) Credit rating at the time of the report
- g) Market value (except investments in LAIF)
- h) Source of the market valuation
- i) Description of any funds or investments under the management of outside parties such as LAIF

In addition to the minimum required content, the quarterly report will also include a statement of compliance of the portfolio to this investment policy, any deviations from full compliance, and a statement of the Project's ability to fund expenditures for the next six months. If the Project is unable to fund expenditures for the next six months, an explanation of why funds will or may be insufficient must also be included.

10. RISK MITIGATION: The overall investment portfolio will be managed to mitigate credit risk, market risk, and liquidity risk. To better manage liquidity, the overall portfolio is divided into two segments:

- a) **Cashflow Supplement:** An ongoing source of ready liquidity to supply cashflow for operations and capital expenditures.
- b) **Reserves:** Funds not needed for current cashflow.

The allocation of the portfolio between these two segments will be reconsidered quarterly in view of anticipated cash flow requirements. Resulting adjustments to the liquidity of the portfolio will be made as soon as practicable with due consideration to the other primary objectives of safety of principal and yield.

The cashflow supplement segment shall be invested in LAIF, U.S. Treasury bills, federal agency discount notes, or other instruments, which are cash and cash equivalent investments allowed by Section 11 of this policy. Cash and cash equivalents are generally certain investments with a maturity of less than three months including bank deposits, money market funds, LAIF, U.S. Treasury bills, Federal Agency discount notes, and other highly liquid, short-duration products. Any amount of the supplement segment of the portfolio may be invested in LAIF.

To the extent that the portfolio is not invested in LAIF, the portfolio will comply with the following risk mitigation measures:

- c) The Project follows a passive investment strategy, which means Project personnel are not required to make an active effort to analyze and predict the future with respect to interest rates, market perceptions, or changes in the yield curve. While this can result in lower yields, it provides some protection against losses due to market timing errors that can result from active management.
- d) The Project follows a buy and hold strategy where securities are purchased with the intent to hold them to maturity. This provides protection against interest rate risk.
- e) The Project may diversify maturities by following a laddering strategy where roughly equal portions of the reserve segment are allotted to each of several maturities subject to the maturity restrictions in items g) and h) below. A laddered portfolio provides a

regular source of liquidity through its schedule of maturities, averages the effects of changing interest rates, and provides some protection from reinvestment risk. The schedule of maturities should be modified as necessary to meet anticipated future cash needs. The laddering strategy may be adjusted based upon to anticipated cash flow requirements or yield curve trends.

- f) As required by state law, deposits in banks, thrift institutions, and credit unions will be collateralized for the portion of the balance that exceeds federal deposit insurance.
- g) The maturity of any single security will not exceed 5 years at the time of investment.
- h) The dollar weighted average maturity of the entire portfolio will not exceed 3 years.
- i) The Project diversifies the types of investments by not exceeding the maximum percentage of the entire portfolio allowed by California Government Code §53601 for each investment type as enumerated in Section 11 of this policy.
- j) The Project mitigates credit risk by not exceeding the maximum percentage of a creditor's total issuance allowed by California Government Code §53601 and detailed in Section 11 of this policy.

11. AUTHORIZED INVESTMENTS: The following partially edited excerpt from the California Government Code §53601 enumerates the investments authorized for the Project.

Begin Excerpt.

- (a) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.
- (b) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (c) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.
- (d) Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
- (e) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
- (f) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- (h) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or (2):

February 16, 2023

Prior Approval: January 20, 2022

(1) The entity meets the following criteria:

(A) Is organized and operating in the United States as a general corporation.

(B) Has total assets in excess of five hundred million dollars (\$500,000,000).

(C) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by an NRSRO.

(2) The entity meets the following criteria:

(A) Is organized within the United States as a special purpose corporation, trust, or limited liability company.

(B) Has program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.

(C) Has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days or less. Local agencies, other than counties or a city and county, may invest no more than 25 percent of their moneys in eligible commercial paper. Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper of any single issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635.

(i) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposit do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section 53638. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the moneys are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or a person with investment decision-making authority in the administrative office manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.

(k) Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by an NRSRO. Purchases of medium-term notes shall not include other instruments authorized by this section and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

(l) (1) Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and that comply with the investment restrictions of this article and Article 2 (commencing with Section 53630). However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily.

- (2) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.).
- (3) If investment is in shares issued pursuant to paragraph (1), the company shall have met either of the following criteria:
- (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.
 - (B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and with assets under management in excess of five hundred million dollars (\$500,000,000).
- (4) If investment is in shares issued pursuant to paragraph (2), the company shall have met either of the following criteria:
- (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.
 - (B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).
- (5) The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include commission that the companies may charge and shall not exceed 20 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one mutual fund pursuant to paragraph (1).
- (m) Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.
- (n) Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest in securities of the types listed by Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.

End Excerpt

If an investment of Tri-Dam becomes an unauthorized investment, management will seek to liquidate the unauthorized investment at the earliest opportunity that is consistent with the three primary objectives of safety of principal, liquidity, and yield.

END OF POLICY

February 16, 2023

Prior Approval: January 20, 2022

**EXHIBIT A
TRI-DAM INVESTMENT POLICY
APPROVED BROKER / DEALERS**

- 1. Vining Sparks IBG, L.P.**
- 2. Piper Sandler & Company**
- 3. Morgan Stanley**

BOARD AGENDA REPORT

Date: February 16, 2023
Staff: Summer Nicotero
Susan Larson

SUBJECT: Contract Administration Support Services for Bidding and Construction Projects.

RECOMMENDED ACTION: Review and authorize the General Manager to sign the Professional Services Agreement with Provost & Pritchard for contract administration support services at Tri-Dam.

BACKGROUND AND/OR HISTORY:

Provost & Pritchard has provided contract administration at Tri-Dam for a number of past and present projects including the Beardsley Afterbay Maintenance Repair (Phase I and II), and is currently under contract for the Hells Half Acre Roadway Repair and the Tulloch Spillway Roadway design services.

Given the current level of staffing, and the need to accurately and effectively move forward with budgeted projects for 2023, staff has reached out to Provost & Pritchard to provide a proposal to perform contract administration services including pre-bid support services, bid support services and construction support services where needed.

The level of support required for each project will vary, thus the proposal is based upon billing on a time-and-expenses basis. The total not to exceed amount for these services is **\$148,100.00**.

All of the projects that staff will be moving forward with were included in the 2023 budget. Each project will be brought to the Board for the award of contract, timeline and overall specific budget for the project at the appropriate time.

As communicated with the Board at time of budget adoption, a mid-year budget adjustment will be brought to the Board for review and approval with adjusted numbers where actual costs are not in line with budget estimates. Although the bid estimates prepared for these projects included a portion of the total project costs for contract administration, pre-bid and bidding support, the actual costs may be slightly different. Every effort will be made to control costs, with an emphasis of regulatory compliance and construction quality.

Staff recommends that Provost & Pritchard be authorized to perform this work, and authorize the General Manager to sign the Professional Services Agreement.

FISCAL IMPACT: \$148,100.00

ATTACHMENTS: Professional Services Agreement, including Scope of Work/Cost.

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)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of February 16, 2023, (the "Effective Date") by and between the **Tri-Dam Project**, a partnership of the **Oakdale** and **South San Joaquin Irrigation Districts**, irrigation districts governed by the provisions of Division 11 of the California Water Code (collectively, "Client"); and **Provost & Pritchard Consulting Group**, a California corporation ("Consultant").

In consideration of the promises herein and for other good and valuable consideration, the parties hereto agree as follows:

1. **Services:** Client and Consultant agree Consultant will perform the following general services: Contract Administration Support Services, including pre-bid, bidding and construction phases for various approved projects for Tri-Dam.

Services to be provided by Consultant ("Services") and other work to be performed ("Work") are specifically described in Consultant's Proposal, dated February 8, 2023, which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

2. **Term of Agreement.** This Agreement shall commence on February 16, 2023 and terminate on December 31, 2023, unless amended pursuant to Section 18 or terminated pursuant to Section 19 herein.
3. **Schedule for Performance.** Consultant shall perform the Services as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.
4. **Compensation and Price Ceiling.** The compensation to be paid by Client to Consultant for the Services shall be on a time and materials basis, in accordance with Consultant's Proposal, for a not to exceed amount of \$148,100.00 (One Hundred Forty-Eight Thousand, One Hundred and 00/100), unless otherwise negotiated by the parties, approved by Client, and consented to in writing by Client as an amendment to this Agreement.
5. **Invoicing and Payment.** Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. All invoices are to be sent to the Client's Accounts Payable department with the project name listed on the invoice, and must indicate the hours actually worked by each classification as well as all other directly-related costs. Client shall approve or disapprove said invoice within ten (10) days following receipt thereof, and shall pay, within thirty (30) days' approval, all approved invoices. Client reserves the right to withhold payment of disputed specific items and shall give notice to the Consultant, pursuant to Section 6 herein, of all such disputed specific items within ten (10) days following receipt of billing or invoices. The parties shall exercise good faith and diligence in the resolution of any disputed invoiced amounts.
6. **Notices.** Any notices or other communications to be given to any party pursuant to this Agreement shall be given by delivering same in writing to the parties at the addresses set forth below:

“CLIENT”

Tri-Dam Project
P.O. Box 1158
Pinecrest, California, 95364-0158
Attn: Summer Nicotero, General Manager
Telephone: (209) 965-3996
Facsimile: (209) 965-4235

“CONSULTANT”

Provost & Pritchard
19969 Greenley Road, Suite J
Sonora, CA 95370
Attn: Alex Collins, Director of Operations
Telephone: (866) 776-6200

Notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice or notice by e-mail or facsimile machine provided, however, that notice by e-mail or facsimile machine shall be followed by notice deposited into the United States mail as set forth above.

- 7. Independent Contractor:** It is understood and agreed that Consultant is an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship:
- a. Consultant, in the performance of its obligations under this Agreement, is subject to the control or direction of Client as to the designation of tasks to be performed, and the work to be accomplished but not the means, methods or sequence used by Consultant for accomplishing the work. Client shall have the right to guide the Consultant's work efforts, but not direct the results nor the manner or the means by which the work is performed.
 - b. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant.
 - c. Consultant and Consultant's employees are not authorized to act as agent for, or make any representation, contract, or commitment on behalf of Client.
 - d. Consultant shall not be entitled to any benefits payable to employees of Client.
 - e. Client will not make any deductions or withholdings from the compensation payable to Consultant under this Agreement, and will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf.
 - f. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest.
 - g. Consultant hereby indemnifies and holds Client harmless from any and all claims that may be made against Client based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

8. Authority of Consultant. It is understood that Consultant is to provide information, research, advice, recommendations and consulting services to Client. Consultant shall not possess any authority with respect to any decision of Client. Client is responsible for, and shall make all policy decisions related to, the Services performed by Consultant.

9. Potential Conflicts of Interest.

- a. Consultant shall disclose its involvement in any projects that may be directly affected by actions taken by Client based on the services provided hereunder. Consultant shall not write a proprietary specification for material, equipment, or service from companies in which it holds a beneficial interest.
- b. Consultant certifies that it has disclosed to Client any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant hereby agrees to advise Client in writing of any actual, apparent, or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement and shall give such notice pursuant to Section 6 herein, within ten (10) days of Consultant's knowledge of such conflict. Client reserves the right to require Consultant to submit a financial disclosure statement.
- c. Consultant agrees to refrain from other engagements that may present an actual, apparent or potential conflict of interest with respect to the work covered by this Agreement. Consultant may request a waiver of these requirements from Client. The request for a waiver must be in writing and shall contain a disclosure and description of the actual, apparent or potential conflict of interest and Consultant's reasons and justification for requesting such a waiver. The request shall be submitted to Client pursuant to Section 6 of this Agreement.

10. Ownership of Work Product. All technical data, evaluations, plans, specifications, maps, drawings, images, reports or other work product of Consultant prepared pursuant to this Agreement constitute work made for hire ("Work Product").

- a. All Work Product shall be delivered to Client upon completion of the services authorized hereunder, and shall become the property of Client, and Client shall be the copyright holder thereof. Client shall have the right to make and retain copies and use all Work Product; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Client agrees to indemnify and hold Consultant harmless if Work Product is used for other than its original intended purpose.
- b. Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's rights or ownership in the Work Product. Consultant may retain copies of the Work Product for its files and internal use. Consultant's publication or release of any or all of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by Client.
- c. If Consultant has any rights to the Client Work Product that cannot be assigned to Client, (a) Consultant unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against Client with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights, and (b) Consultant unconditionally and irrevocably grants to Client during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

11. Indemnification. Consultant, by execution of this Agreement, specifically agrees to hold harmless, defend and indemnify Client, its officers, agents, and employees from and against any and all actions, claims, loss, liability, damage and expense arising out of, pertaining to, or relating to the negligent, reckless, or willful misconduct of Consultant, Consultant's employees or subcontractors engaged by Consultant in connection with the work of Consultant pursuant to the terms of this Agreement, excepting only such injury and harm as may be caused solely and exclusively by Client's sole negligence, willful misconduct or active negligence. In no event shall the cost to defend charged to Consultant exceed Consultant's professional's proportionate percentage of fault. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Services. Notwithstanding the foregoing provisions of this paragraph, if Consultant is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold Client harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the negligence of such design professional or its agents, employees, or subcontractors, or their agents or employees. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Client, its directors, officers, employees, or authorized volunteers.

12. Insurance. During the performance of the Services under this Agreement, Consultant and each subcontractor retained by Consultant shall maintain at their own expense the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance in accordance with Section 3700 of the California Labor Code and Employers' Liability Insurance Act, with a limit of \$1,000,000 for each occurrence. Consultant shall provide a certificate of compliance in the form attached as **Exhibit B**.
- (4) Errors and Omissions or other applicable Professional Liability coverage in the minimum amount of \$1,000,000.

Said insurance will be evidenced by certification filed with the Client as otherwise specified by this Agreement. All policies shall name "**the Oakdale Irrigation District, the South San Joaquin Irrigation District, the Tri-Dam Project, and each of their respective directors, officers, employees and volunteers**" as additional insureds on the General Commercial Liability and Automobile Liability policies.

- a. **Commercial General Liability and Automobile Liability Insurance:** Consultant shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.

1. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
 - i. Insurance Services Office (“ISO”) Commercial General Liability Coverage (Occurrence Form CG 0001); and
 - ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
2. **Limits:** Consultant shall maintain limits no less than the following limits:
 - i. General liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer’s equivalent endorsement provided to Client) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
 - ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
3. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. “The Oakdale Irrigation District, the South San Joaquin Irrigation District, the Tri-Dam Project, and each of their respective directors, officers, employees, and volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer’s equivalent for general liability coverage) as respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant.” The coverage shall contain no special limitations on the scope of protection afforded to Client, its directors, officers, employees, or authorized volunteers;
 - ii. For any claims related to the Services, Consultant’s insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by Client, shall be non-contributory.
 - iii. Any failure by Consultant to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to Client, its directors, officers, employees, or authorized volunteers; and
 - iv. Consultant’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
4. **Subrogation:** Consultant shall waive all rights of subrogation against Client.

- b. Workers' Compensation and Employer's Liability Insurance:** Consultant and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to Worker's Compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act." Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

If Consultant is a Sole Proprietor, a Sole Proprietor Business Affidavit Form must be on file with the Client prior to the start of the Services or providing Services.

- c. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by Client.
- d. Acceptability of Insurers:** Consultant shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by Client.
- e. Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Consultant under this Agreement, as represented by Certificates of Insurance and all required endorsements issued by the insurance carrier, must be furnished to Client prior to Consultant starting the Services. Such Certificates of Insurance/endorsement shall state that Client will be notified in writing thirty (30) days prior to cancellation of insurance. Timely renewal certificates will be provided to Client.
- f. Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.

13. Confidentiality. Consultant shall not, either during or after the term of this Agreement, disclose to any third party, any confidential information relative to the work of Client without the prior written consent of Client.

14. Non-Discrimination in Employment. Consultant shall not discriminate against any employee, applicant for employment or volunteer because of race, color, creed, religion, national origin, sex, age, or physical, mental handicap or any other basis prohibited by applicable law.

- a. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, physical or mental handicap or any other basis prohibited by applicable law. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices that Consultant shall provide an atmosphere free of harassment as prohibited by applicable law for employees, clients, and volunteers.

- b. Consultant shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, physical or mental handicap or any other basis prohibited by applicable law.

15. Financial Records. Consultant shall retain all financial records, including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. Either irrigation district or any duly authorized representative of Client shall, with reasonable notice, have access to and the right to examine, audit and copy such records.

16. Compliance with Laws; Labor Code Provisions. It is the responsibility of the Consultant and any subconsultant to comply with all federal, state and local laws and regulations applicable to Consultant and any subconsultant, including provisions of DIVISION 2, PART 7 of the California Labor Code, and those provisions governing the payment of prevailing wages, working hours, overtime, the employment of apprentices and record keeping requirements. Copies of the prevailing rate of per diem wages are available at Client's principal office and will be made available to any interested party on request. The following sections of the California Labor Code are incorporated into and made a part of this Agreement and will be made available by Client upon request: Section 1771 (prevailing wage requirement,) Section 1810 (eight hour workday,) Section 1813 (penalty for failure to pay overtime,) Section 1777.5 (apprenticeship requirements); Section 1776 (recordkeeping requirements) and Section 1771.4 (job site posting).

17. Assignment. Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.

18. Amendments. Modification or amendments to the terms of this Agreement shall be approved by Client, and consented to in writing by Client as an amendment to this Agreement, and executed by all parties.

19. Termination. Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days' advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to Consultant at the address indicated in Section 6. In the event of such notice of termination:

- a. Consultant shall, as directed by Client or on such other mutually acceptable terms, proceed with the orderly shutdown of project activities, cease rendering further services and proceed with archiving of project materials.
- b. Consultant shall deliver to Client copies of all writings and other Work Product prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- c. Client shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- d. Client shall pay Consultant for work performed until the effective date of termination, subject to the limitations prescribed by Sections 4 and 5 of this Agreement.

- 20. No Rule of Strict Construction.** The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.
- 21. Applicable Law; Venue.** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of California. Any claims or litigation arising under this Agreement shall be brought by the parties in the Superior Court of California, County of Stanislaus.
- 22. Survival.** The ownership of work product provisions of Section 10, the indemnity provisions of Section 11, the confidentiality provisions of Section 13 and the inspection provisions of Section 15 shall survive the expiration or other termination of this Agreement.
- 23. Entire Agreement.** This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and Consultant.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates indicated below; provided, however, that the Agreement shall be deemed effective as of the Effective Date identified above.

CLIENT

CONSULTANT

Tri-Dam Project

Provost & Pritchard

Summer Nicotero
General Manager

Date

Alex Collins, RCE 78242
Director of Operations

Date

EXHIBIT "A"
SCOPE OF WORK, SCHEDULE & COST AMOUNT

Attached: Provost & Pritchard Proposal
Dated: February 2, 2023

Proposal No. 23-071

February 8, 2023

Summer Nicotero
Tri-Dam Project
PO Box 1158
Pinecrest, CA 95364-0158

**Subject: Proposal for Contract Administration Support Services
Various Bidding and Construction Projects**

Dear Ms. Nicotero:

Thank you for the opportunity to submit this Proposal to Tri-Dam Project (TDP) for contract administration during pre-bid, bidding and construction phases. As discussed with TDP personnel on January 31, 2023, we understand the level of support will vary from project to project so we have prepared this Proposal with the intent that the phases can be directed by TDP to any project.

Project(s) Understanding

Provost & Pritchard Consulting Group (P&P) is currently working with TDP on the Hells Half Acre and Tulloch Spillway Projects. We understand there are projects under your Capital Improvement Plan in various stages of design, permitting, approval, etc. including:

- Tulloch Shoreline Erosion
- Tulloch Barge Removal
- 10-Year Tulloch Radial Gate Inspections/Repairs
- Beardsley Water Tank Replacement
- Trunnion Pin Replacement/Repair
- Sandbar Powerhouse Pole Replacement/Repair
- Tower and Communication Site Installation
- Donnell's Solar Power Project

The level of support needed for each project will be directed by TDP personnel based on the scope of work identified in the phases detailed below.

Scope of Services

We anticipate the following phases of work to support the projects listed above and others that might be added by TDP:

- Phase 1 – Consultation and Coordination
- Phase 2 – Pre-Bid Support Services
- Phase 3 – Bid Support Services

- Phase 4 – Construction Support Services

A discussion of each of these phases is provided below.

Phase 1 – Consultation and Coordination

P&P understands that several of the projects preliminarily identified by TDP are scheduled for work in the next few months. P&P will work with TDP personnel to develop a critical path for the projects listed above and others that may not already be identified and the level of support/tasks each project is anticipated to need by P&P. This list can be updated and modified as necessary.

Phase 2 – Pre-Bid Support Services

The tasks in this phase of work can include:

- TDP to provide a project work scope, related technical documents to be provided to bidders, and preferred bid items (unit prices, lump sum, etc.)
- Preparing Request for Bid documents (based on TDP template)
- Coordinating with TDP personnel to identify potential contractors, advertising (as required), noticing and presenting the project to interested bidders
- Preparing Contract Documents approved by TDP based on other legal-counsel approved Contract Documents used for previous TDP projects (or Oakdale or South San Joaquin Irrigation District projects)
- Coordinating and attending Pre-Bid Job Site meetings
- Preparing documents for and assisting with pre-bid job walks
- Assist TDP personnel with responding to Contractor Requests for Information
- Assist with preparation and distribution of Addenda as needed

Phase 3 – Bid Support Services

The tasks in this phase of work can include:

- Review contractor bids submitted for completeness and qualifications
- Provide Bid summary comparisons and a summary memo of findings
- Assist with execution of Contract Documents
- Assist with Notice of Award and Notice to Proceed Documents
- Compile Conformed For Construction document (includes executed Contract Documents, Notices, and other documents and drawings pertaining to the project) into one electronic file for distribution. P&P can also provide a hard copy to TDP and Contractor if requested.

Phase 4 – Construction Support Services

The tasks in this phase of work can include:

- Prepare documents for and attend pre-construction and construction meetings as requested
- Document meetings attended in meeting notes that are distributed to TDP and the contractor

- Track and assist TDP with required submittals from the contractor and assist with responses and distribution
- Track and assist TDP with Requests for Information from the contractor and assist with responses and distribution
- Track Contract Change Orders and log contract changes
- Assist TDP personnel with review of contractor invoices
- Assist with documentation and distribution of daily and/or weekly reporting of construction progress
- Assist with project close-out efforts including compiling documentation of the project for TDP records and contract close out requirements set forth in the Contract Documents

Professional Fees

Budgets are based on the following assumptions:

- Phase 1 – 20 hours for Senior Project Administrator, 2 hours for Principal support and 2 hours for administrative support
- Phase 2 – 10 hours per week for 16 weeks (March through June) for Senior Project Administrator, 1 hour per week for Principal support and 6 hours per week for administrative support
- Phase 3 – 6 hours per week for 8 weeks (May and June) for Senior Project Administrator, 1 hour per week for Principal support and 2 hours per week for administrative support
- Phase 4 – 25 hours per week for 20 weeks (June through October) for Senior Project Administrator, 1 hour per week for Principal support and 8 hours per week for administrative support

Because it is difficult to determine TDP's needs on any given project, P&P proposes to perform the work on a time-and-expenses basis, according to our Standard Fee Schedule attached with a not-to-exceed the estimated fee amount without prior authorization by TDP. These budgets are based on the assumptions listed above.

Proposed Fee – Tri-Dam Project Contract Administration Support Services	
Phase	Estimated Fee
Phase 1 – Consultation and Coordination	\$3,800
Phase 2 – Pre-Bid Support Services	\$37,400
Phase 3 – Bid Support Services	\$10,900
Phase 4 – Construction Support Services	\$96,000
Total Estimated Fee:	\$148,100

P&P will monitor each phase budget and notify TDP when approaching 85 percent of billing for the phase to determine how TDP would like to proceed.

Schedule

P&P's work can start immediately following a Notice-to-Proceed or as directed. Phase 1 can be in person or virtual meeting and a complete list from that meeting can be compile and distributed within 1 week. P&P anticipates deadlines and level of support for each project would be provided as a result of the initial meeting.

Qualifications

P&P works with municipal, private and agricultural clients to improve infrastructure for their land and communities. We provide consultation, feasibility, design, construction management, survey and drone services for roads, water and wastewater facilities for cities, counties, water and irrigation districts, dairies and private clients.

Project Personnel

The following lead professionals will conduct the work with the support of staff and associate engineers, computer-aided drafting, word processing and accounting personnel as needed.

Scott W. Lewis, PG, CEG – California Certified Engineering Geologist and Principal Tunneling Consultant. Mr. Lewis has over 35 years of experience in geologic investigations and design/construction/repairs of tunnels and cut/cover structures, structural foundations, landslides, slope stability, dams, spillways and other engineering works. He has served as the project manager and/or principal investigator on numerous dam, tunnel, water conveyance and other heavy construction projects. His specialty is in coordinating and performing field investigations, evaluation, construction plans and specifications preparation, and construction management and supervision. Mr. Lewis will be responsible for providing Principal oversight as needed.

Mr. Lewis continues to work with South San Joaquin and Oakdale Irrigation Districts (SSJID and OID) for over 20 years and has worked successfully with the TDP team on many projects in the last 10 years.

Kim Tarantino – Senior Project Administrator. Ms. Tarantino serves as Senior Project Administrator and coordinator for P&P and is responsible for assisting with project management, coordination of all aspects of project from submittals to design and field services, preparing documents for construction contracts, monitoring and tracking budgets and deadlines, and all aspects of administrative support from feasibility to construction management.

Ms. Tarantino has worked with SSJID, OID and TDP on many rehabilitation and new construction projects over the past 20 years. Ms. Tarantino has served as the Senior Project Administrator for all of the SSJID, OID and TDP projects supporting the services detailed in this Proposal. Ms. Tarantino has worked closely with many of the staff in the three districts and has provided references from each entity below.

Susan Larson, TDP License Compliance

Forrest Killingsworth, SSJID Engineering Department Manager

Sharon Cisneros, OID Chief Financial Officer

Eric Thorburn, OID Water Operations Manager/District Engineer

Joe Kosakiewicz, OID Construction and Maintenance Manager

Terms and Conditions

If this Proposal is acceptable, please prepare a Profession Services Agreement and Purchase Order to authorize our work. These documents will serve as our Notice to Proceed. This Proposal is valid for 60 days from the date above.

Sincerely Yours,
Provost & Pritchard Consulting Group



Scott W. Lewis, CEG 1835
Principal Geologist/Tunneling Consultant



Alex Collins, RCE 78242
Director of Operations

Attachment

Table 1 – Summary of Fee Estimate
2023 Standard Fee Schedule

Table 1 - Fee Estimate Summary
Provost & Pritchard Consulting Group

Project Task and Name: Contract Administration Services				
P&P Project Number: 4081-23-XXX				
Prepared by: K. Tarantino				
Date: 2/3/2023				
Description	Quantity	Rate Type	Rate	Cost Estimate
Phase 01 - Consultation and Coordination				
Personnel				
Principal Tunneling Consultant II	2	hr.	\$245	\$ 490
Senior Project Administrator IV	20	hr.	\$145	\$ 2,900
Project Administrator II	2	hr.	\$88	\$ 176
Subtotal - Task 1				\$3,566
5% Contingency				\$178
Total Task 1				\$3,744
Phase 02 - Pre-Bid Support				
Personnel				
Principal Tunneling Consultant II	16	hr.	\$245	\$3,920
Senior Project Administrator IV	160	hr.	\$145	\$23,200
Project Administrator II	96	hr.	\$88	\$8,448
Subtotal - Task 2				\$35,568
5% Contingency				\$1,778
Total Task 2				\$37,346
Phase 03 - Bid Support Services				
Personnel				
Principal Tunneling Consultant II	8	hr.	\$245	\$ 1,960
Senior Project Administrator IV	48	hr.	\$145	\$ 6,960
Project Administrator II	16	hr.	\$88	\$ 1,408
Subtotal - Task 3				\$10,328
5% Contingency				\$516
Total Task 3				\$10,844
Phase 04 - Construction Support				
Personnel				
Principal Tunneling Consultant II	20	hr.	\$245	\$ 4,900
Senior Project Administrator IV	500	hr.	\$145	\$ 72,500
Project Administrator II	160	hr.	\$88	\$ 14,080
Subtotal - Task 4				\$91,480
5% Contingency				\$4,574
Total Task 4				\$96,054
Total Fee Estimate - Task 1 through Task 4				\$147,989

2023 STANDARD FEE SCHEDULE

This schedule supersedes previously published fee schedules as of the effective date of January 1, 2023.

Multi-year contracts are subject to any subsequent changes in these rates.

Staff Type	Fee Range
Engineering Staff	
Assistant Engineer	\$105.00 – \$133.00
Associate Engineer	\$126.00 – \$156.00
Senior Engineer	\$164.00 – \$195.00
Principal Engineer	\$207.00 – \$248.00
Associate Structural Engineer	\$120.00 – \$146.00
Senior Structural Engineer	\$150.00 – \$180.00
Principal Structural Engineer	\$190.00 – \$230.00
Specialists	
Assistant Biologist	\$90.00 – \$105.00
Associate Biologist	\$110.00 – \$130.00
Principal Biologist	\$165.00 – \$195.00
Assistant Environmental Specialist	\$90.00 – \$120.00
Associate Environmental Specialist	\$126.00 – \$155.00
Senior Environmental Specialist	\$165.00 – \$195.00
Principal Environmental Specialist	\$205.00 – \$245.00
Assistant GIS Specialist	\$85.00 – \$103.00
Associate GIS Specialist	\$105.00 – \$132.00
Senior GIS Specialist	\$140.00 – \$175.00
Assistant Geologist/Hydrogeologist	\$95.00 – \$120.00
Associate Geologist/Hydrogeologist	\$127.00 – \$155.00
Senior Geologist/Hydrogeologist	\$160.00 – \$190.00
Principal Geologist/Hydrogeologist	\$200.00 – \$240.00
Associate Water Resources Specialist	\$105.00 – \$130.00
Senior Water Resources Specialist	\$135.00 – \$170.00
Environmental & Roof Specialist	\$130.00 – \$200.00
External Affairs Specialist	\$98.00 – \$128.00
Principal Tunneling Consultant	\$235.00 – \$255.00
Planning Staff	
Assistant Planner/CEQA-NEPA Specialist	\$90.00 – \$110.00
Associate Planner/CEQA-NEPA Specialist	\$115.00 – \$138.00
Senior Planner/CEQA-NEPA Specialist	\$145.00 – \$173.00
Principal Planner/CEQA-NEPA Specialist	\$180.00 – \$206.00

Staff Type	Fee Range
Technical Staff	
Assistant Technician	\$80.00 – \$97.00
Associate Technician	\$102.00 – \$125.00
Senior Technician	\$130.00 – \$158.00
Construction Services Staff	
Associate Construction Manager	\$125.00 – \$145.00
Senior Construction Manager	\$152.00 – \$176.00
Principal Construction Manager	\$185.00 – \$215.00
Construction Inspector ⁽¹⁾	\$155.00 – \$180.00
Construction Inspector ⁽²⁾	\$190.00 – \$221.00
Support Staff	
Administrative Assistant	\$70.00 – \$90.00
Project Administrator	\$83.00 – \$108.00
Senior Project Administrator	\$115.00 – \$200.00
Intern	\$65.00 – \$80.00
Surveying Services Staff	
Assistant Surveyor	\$100.00 – \$130.00
Licensed Surveyor	\$150.00 – \$190.00
1-Man Survey Crew	\$175.00/\$200.00 ⁽¹⁾
2-Man Survey Crew	\$245.00/\$285.00 ⁽¹⁾
2-Man Survey Crew including LS	\$280.00/\$295.00 ⁽¹⁾
UAV (Drone) Services	\$210.00

(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)

(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.

(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.

Additional Fees

Expert Witness / GIS Training: As quoted.

Project Costs

Mileage: IRS value + 15%

Outside Consultants: Cost + 15%

Direct Costs: Cost + 15%

EXHIBIT "B"
WORKERS COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in pertinent part:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; or
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either and to pay any compensation that may become due to his or her employees. . ."

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

"CONSULTANT"

By: _____ Dated: _____

Name: _____

Title: _____

BOARD AGENDA REPORT

Date: February 16, 2023

Staff: Susan Larson

SUBJECT: Dam Safety Engineering Services for the Beardsley, Donnells (P-2005) and Tulloch (P-2005) Projects.

RECOMMENDED ACTION: Review and authorize the General Manager to sign the Professional Services Agreement with W.D. Edwards Consulting, LLC for Dam Safety Engineering Services for Beardsley, Donnells and Tulloch.

BACKGROUND AND/OR HISTORY:

Wayne D. Edwards, P.E. has provided dam safety engineering support services to Tri-Dam from 2007 through 2016. He was retained again in the fall of 2019 to conduct the Owners Dam Safety Program (ODSP) audit, and to provide services as Tri-Dam's Dam Safety Engineer. Mr. Edwards has served in this capacity continuously from 2019 through 2022, also providing support at annual onsite training.

For 2023, tasks covered by this proposed Professional Services Agreement will be as follows:

- a. Prepare the 2022 Dam Safety and Surveillance Monitoring Reports (DSSMRs), to be filed with FERC by March 31, 2023.
- b. Provide engineering assistance to Tri-Dam working collaboratively with Tri-Dam and McMillan Engineering in the follow up tasks required as part of the 2022 Part 12D Inspection Reports, filed with FERC on February 1, 2023. Note: Mr. Edwards worked on the Part 12D inspections and report preparation in 2022.
- c. Participate in the 2023 Federal Energy Regulatory Commission (FERC) and California Division of Safety of Dams (DSOD) inspections
- d. Provide General Dam Safety Consulting services as a Dam Safety Engineer.

Staff recommends that W.D. Edwards Consulting Services LLC be authorized to perform this work, and authorize the General Manager to sign the Professional Services Agreement.

FISCAL Impact:	2022 DSSMRs:	\$ 8,400.00
	2022 Part 12D Follow Up:	\$ 7,500.00
	2023 FERC and DSOD Inspections:	\$ 8,760.00
	General Dam Safety Consulting:	<u>\$ 5,340.00</u>
	Total WD Edwards Proposal:	\$ 30,060.00

* All Tasks Included in Adopted 2023 Budget, at conforming amounts.

ATTACHMENTS: Professional Services Agreement, including Scope of Work/Cost.

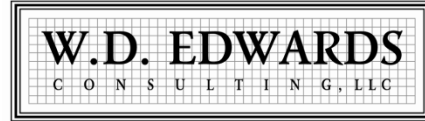
Board Motion:

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) Spysma (Yes/No) Weststeyn (Yes/No)



January 27, 2023

Summer Nicotero
General Manager
Attention: Susan Larson
Tri-Dam Project
P.O. Box 1158
Pinecrest, California 95364

Subject: Proposal to Provide Dam Safety Consulting Services to the Tri-Dam Project

Dear Ms. Nicotero:

In response to our recent phone conversation with Susan Larson, enclosed is our proposal to provide dam safety consulting services to the Tri-Dam Project in 2023. These services will be provided by Wayne D. Edwards, P.E. who has more than 40 years of experience in the planning, design, construction, and project management of water supply, flood control and hydroelectric engineering projects. He began his career with Pacific Gas & Electric Company (PG&E) where he progressed to Supervising Civil Engineer. He managed PG&E's dam safety program with over 100 dams under the jurisdiction of the FERC and the California Division of Safety of Dams (DSOD). He conducted or was responsible for numerous dam safety projects, including safety reviews, seismic stability analyses, spillway adequacy studies, installation of instrumentation and monitoring systems, geotechnical investigations, and the design and construction of dam safety improvements. He joined HDR Engineering in 1993 where he was Vice President and National Technical Director of Dams and Hydraulic Structures until he established his own consulting practice in October 2003. He is a FERC independent consultant and has conducted over 150 FERC Part 12D dam safety reviews including the 2012 safety reviews for the Project dams. He also was the facilitator for the FERC Potential Failure Modes Analysis (PFMA) workshops for 33 dams.

SCOPE OF WORK

We propose the following scope of work as the basis for developing a budget for 2023.

Task 1 – Prepare 2022 Dam Safety Surveillance and Monitoring Reports (DSSMRs)

The 2021 DSSMRs were prepared by W.D. Edwards Consulting and submitted to the FERC on April 11, 2022. FERC's only comment was that the Tulloch DSSMP should be revised to require that FERC be notified when the threshold or action levels of the leakage weirs are exceeded. The FERC letter notes that the 2022 DSSMRs are due by March 31, 2023.

The scope of work for the 2022 DSSMRs for Beardsley, Donnells, and Tulloch Dams will include:

1. Review background information on each dam developed since the 2021 DSSMRs were submitted including FERC and DSOD annual inspection reports and correspondence related to the DSSMPs and DSSMRs.
2. Review the instrumentation data and plots provided by Tri-Dam that include the 2022 data.
3. Review 2022 Part 12 reports and address any recommendations related to improving the DSSMRs.
4. Prepare draft DSSMRs and submit a copy of each report for Tri-Dam review by March 15, 2023.
5. Prepare final DSSMRs incorporating Tri-Dam comments. The final reports, in PDF and MS Word format, will be submitted by March 27, 2023.

Task 2 – Assist in Addressing Recommendations in 2022 Part 12D Reports

The 2022 Part 12D reports for the Project dams, prepared by McMillen Jacobs, included several recommendations related to revising the Dam Safety Surveillance and Monitoring Plans (DSSMPs) and updating the Supporting Technical Information Documents (STIDs). We will assist Tri-Dam in defining the scope of the DSSMP and STID revisions and updates and review the draft updated documents prepared by others and provide comments.

Several of the Part 12D report recommendations for each dam require studies. We will assist Tri-Dam in developing work plans to address these recommendations and identifying consultants to do the studies.

Task 3 – Participate in 2023 FERC and DSOD Annual Inspections

We propose to participate in the 2023 FERC and DSOD annual project inspections. We will assist Tri-Dam in discussing the status of outstanding dam safety issues with the FERC and DSOD representatives during the inspections. We will also assist Tri-Dam in responding to questions or issues raised during or after the inspections. We assume that the FERC and DSOD inspections can be done together and would take four days including travel.

Task 4 – Provide General Dam Safety Consulting

We will provide the following dam safety consulting as needed:

- Assist Tri-Dam in preparing responses to dam safety related letters received from the FERC and DSOD.
- Participate in meetings with FERC and DSOD.
- Assist in developing scopes of work for dam safety related studies requested by FERC or DSOD and identifying consultants to perform the work.
- Review draft submittals from consultants and provide comments.

BUDGET

We propose a budget of \$30,060 for this scope of work. This estimate is based on 136 hours at our hourly rate of \$210 plus \$1,500 for expenses. The breakdown by task is shown in the table below. Our services would be provided on a time and material basis and the budget would not be exceeded without prior approval.

Task	Hours	Labor	Expenses	Total
1 – Prepare 2022 DFSSMRs	40	\$8,400	-	\$8,400
2 – Address 2022 Part 12 Recommendations	36	\$7,560	-	\$7,560
3 – Participate in 2023 FERC & DSOD Inspections	36	\$7,560	\$1,200	\$8,760
4 – Provide General Dam Safety Consulting	24	\$5,040	\$300	\$5,340
Total	136	\$28,560	\$1,500	\$30,060

I look forward to assisting Tri-Dam on this important part of your dam safety program. Please call me at (415) 883-1663 or (415) 531-1799 if you have any questions or need more information.

Sincerely,

W. D. EDWARDS CONSULTING, LLC.



Wayne D. Edwards, P.E.
Principal

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective as of February 16, 2023, (the “Effective Date”) by and between the **Tri-Dam Project**, a partnership of the **Oakdale** and **South San Joaquin Irrigation Districts**, irrigation districts governed by the provisions of Division 11 of the California Water Code (collectively, “Client”); and **W.D. Edwards Consulting, LLC**, a California corporation (“Consultant”).

In consideration of the promises herein and for other good and valuable consideration, the parties hereto agree as follows:

1. **Services:** Client and Consultant agree Consultant will perform the following general services: 2022 Dam Safety Surveillance and Monitoring Reports (DSSMRs), FERC Part 12D report follow up, FERC and DSOD Inspections and General Dam Safety Consulting.

Services to be provided by Consultant (“Services”) and other work to be performed (“Work”) are specifically described in Consultant’s Proposal, dated January 27, 2023, which is attached hereto as **Exhibit “A”** and incorporated herein by reference.

2. **Term of Agreement.** This Agreement shall commence on February 16, 2023 and terminate on December 31, 2023, unless amended pursuant to Section 18 or terminated pursuant to Section 19 herein.
3. **Schedule for Performance.** Consultant shall perform the Services as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.
4. **Compensation and Price Ceiling.** The compensation to be paid by Client to Consultant for the Services shall be on a time and materials basis, in accordance with Consultant’s Proposal, for a not to exceed amount of \$30,600.00 (Thirty Thousand, Six Hundred Dollars and 00/100), unless otherwise negotiated by the parties, approved by Client, and consented to in writing by Client as an amendment to this Agreement.
5. **Invoicing and Payment.** Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. All invoices are to be sent to the Client’s Accounts Payable department with the project name listed on the invoice, and must indicate the hours actually worked by each classification as well as all other directly-related costs. Client shall approve or disapprove said invoice within ten (10) days following receipt thereof, and shall pay, within thirty (30) days’ approval, all approved invoices. Client reserves the right to withhold payment of disputed specific items and shall give notice to the Consultant, pursuant to Section 6 herein, of all such disputed specific items within ten (10) days following receipt of billing or invoices. The parties shall exercise good faith and diligence in the resolution of any disputed invoiced amounts.

6. Notices. Any notices or other communications to be given to any party pursuant to this Agreement shall be given by delivering same in writing to the parties at the addresses set forth below:

“CLIENT”

Tri-Dam Project

P.O. Box 1158
Pinecrest, California, 95364-0158
Attn: Summer Nicotero, General Manager
Telephone: (209) 965-3996
Facsimile: (209) 965-4235

“CONSULTANT”

W.D. Edwards Consulting, LLC

101 Indian Hills Drive
Novato, CA 94949
Attn: Wayne D. Edwards, P.E.
Telephone: (415) 883-1663
Facsimile: (415) 883-1663

Notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice or notice by e-mail or facsimile machine provided, however, that notice by e-mail or facsimile machine shall be followed by notice deposited into the United States mail as set forth above.

7. Independent Contractor: It is understood and agreed that Consultant is an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship:

- a. Consultant, in the performance of its obligations under this Agreement, is subject to the control or direction of Client as to the designation of tasks to be performed, and the work to be accomplished but not the means, methods or sequence used by Consultant for accomplishing the work. Client shall have the right to guide the Consultant's work efforts, but not direct the results nor the manner or the means by which the work is performed.
- b. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant.
- c. Consultant and Consultant's employees are not authorized to act as agent for, or make any representation, contract, or commitment on behalf of Client.
- d. Consultant shall not be entitled to any benefits payable to employees of Client.
- e. Client will not make any deductions or withholdings from the compensation payable to Consultant under this Agreement, and will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf.
- f. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest.

- g. Consultant hereby indemnifies and holds Client harmless from any and all claims that may be made against Client based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- 8. Authority of Consultant.** It is understood that Consultant is to provide information, research, advice, recommendations and consulting services to Client. Consultant shall not possess any authority with respect to any decision of Client. Client is responsible for, and shall make all policy decisions related to, the Services performed by Consultant.
- 9. Potential Conflicts of Interest.**

 - a. Consultant shall disclose its involvement in any projects that may be directly affected by actions taken by Client based on the services provided hereunder. Consultant shall not write a proprietary specification for material, equipment, or service from companies in which it holds a beneficial interest.
 - b. Consultant certifies that it has disclosed to Client any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant hereby agrees to advise Client in writing of any actual, apparent, or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement and shall give such notice pursuant to Section 6 herein, within ten (10) days of Consultant's knowledge of such conflict. Client reserves the right to require Consultant to submit a financial disclosure statement.
 - c. Consultant agrees to refrain from other engagements that may present an actual, apparent or potential conflict of interest with respect to the work covered by this Agreement. Consultant may request a waiver of these requirements from Client. The request for a waiver must be in writing and shall contain a disclosure and description of the actual, apparent or potential conflict of interest and Consultant's reasons and justification for requesting such a waiver. The request shall be submitted to Client pursuant to Section 6 of this Agreement.
- 10. Ownership of Work Product.** All technical data, evaluations, plans, specifications, maps, drawings, images, reports or other work product of Consultant prepared pursuant to this Agreement constitute work made for hire ("Work Product").

 - a. All Work Product shall be delivered to Client upon completion of the services authorized hereunder, and shall become the property of Client, and Client shall be the copyright holder thereof. Client shall have the right to make and retain copies and use all Work Product; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Client agrees to indemnify and hold Consultant harmless if Work Product is used for other than its original intended purpose.
 - b. Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's rights or ownership in the Work Product. Consultant may retain copies of the Work Product for its files and internal use. Consultant's publication or release of any or all of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by Client.
 - c. If Consultant has any rights to the Client Work Product that cannot be assigned to Client, (a) Consultant unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against Client with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights, and (b) Consultant unconditionally and irrevocably grants to Client during the term of such rights, an exclusive, irrevocable, perpetual,

worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

11. Indemnification. Consultant, by execution of this Agreement, specifically agrees to hold harmless, defend and indemnify Client, its officers, agents, and employees from and against any and all actions, claims, loss, liability, damage and expense arising out of, pertaining to, or relating to the negligent, reckless, or willful misconduct of Consultant, Consultant's employees or subcontractors engaged by Consultant in connection with the work of Consultant pursuant to the terms of this Agreement, excepting only such injury and harm as may be caused solely and exclusively by Client's sole negligence, willful misconduct or active negligence. In no event shall the cost to defend charged to Consultant exceed Consultant's professional's proportionate percentage of fault. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Services. Notwithstanding the foregoing provisions of this paragraph, if Consultant is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold Client harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the negligence of such design professional or its agents, employees, or subcontractors, or their agents or employees. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Client, its directors, officers, employees, or authorized volunteers.

12. Insurance. During the performance of the Services under this Agreement, Consultant and each subcontractor retained by Consultant shall maintain at their own expense the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance in accordance with Section 3700 of the California Labor Code and Employers' Liability Insurance Act, with a limit of \$1,000,000 for each occurrence. Consultant shall provide a certificate of compliance in the form attached as **Exhibit B**.
- (4) Errors and Omissions or other applicable Professional Liability coverage in the minimum amount of \$1,000,000.

Said insurance will be evidenced by certification filed with the Client as otherwise specified by this Agreement. All policies shall name "**the Oakdale Irrigation District, the South San Joaquin Irrigation District, the Tri-Dam Project, and each of their respective directors, officers, employees and volunteers**" as additional insureds on the General Commercial Liability and Automobile Liability policies.

a. Commercial General Liability and Automobile Liability Insurance: Consultant shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.

1. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- i. Insurance Services Office (“ISO”) Commercial General Liability Coverage (Occurrence Form CG 0001); and
- ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).

2. **Limits:** Consultant shall maintain limits no less than the following limits:

- i. General liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer’s equivalent endorsement provided to Client) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
- ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.

3. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- i. “The Oakdale Irrigation District, the South San Joaquin Irrigation District, the Tri-Dam Project, and each of their respective directors, officers, employees, and volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer’s equivalent for general liability coverage) as respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant.” The coverage shall contain no special limitations on the scope of protection afforded to Client, its directors, officers, employees, or authorized volunteers;
- ii. For any claims related to the Services, Consultant’s insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by Client, shall be non-contributory.
- iii. Any failure by Consultant to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to Client, its directors, officers, employees, or authorized volunteers; and

- iv. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. **Subrogation:** Consultant shall waive all rights of subrogation against Client.

- b. **Workers' Compensation and Employer's Liability Insurance:** Consultant and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to Worker's Compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act." Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

If Consultant is a Sole Proprietor, a Sole Proprietor Business Affidavit Form must be on file with the Client prior to the start of the Services or providing Services.

- c. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by Client.
- d. **Acceptability of Insurers:** Consultant shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by Client.
- e. **Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Consultant under this Agreement, as represented by Certificates of Insurance and all required endorsements issued by the insurance carrier, must be furnished to Client prior to Consultant starting the Services. Such Certificates of Insurance/endorsement shall state that Client will be notified in writing thirty (30) days prior to cancellation of insurance. Timely renewal certificates will be provided to Client.
- f. **Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.

13. Confidentiality. Consultant shall not, either during or after the term of this Agreement, disclose to any third party, any confidential information relative to the work of Client without the prior written consent of Client.

14. Non-Discrimination in Employment. Consultant shall not discriminate against any employee, applicant for employment or volunteer because of race, color, creed, religion, national origin, sex, age, or physical, mental handicap or any other basis prohibited by applicable law.

- a. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, physical or mental handicap or any other basis prohibited by applicable law. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Consultant agrees to post in conspicuous places,

available to employees and applicants for employment, notices that Consultant shall provide an atmosphere free of harassment as prohibited by applicable law for employees, clients, and volunteers.

- b. Consultant shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, physical or mental handicap or any other basis prohibited by applicable law.

15. Financial Records. Consultant shall retain all financial records, including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. Either irrigation district or any duly authorized representative of Client shall, with reasonable notice, have access to and the right to examine, audit and copy such records.

16. Compliance with Laws; Labor Code Provisions. It is the responsibility of the Consultant and any subconsultant to comply with all federal, state and local laws and regulations applicable to Consultant and any subconsultant, including provisions of DIVISION 2, PART 7 of the California Labor Code, and those provisions governing the payment of prevailing wages, working hours, overtime, the employment of apprentices and record keeping requirements. Copies of the prevailing rate of per diem wages are available at Client's principal office and will be made available to any interested party on request. The following sections of the California Labor Code are incorporated into and made a part of this Agreement and will be made available by Client upon request: Section 1771 (prevailing wage requirement,) Section 1810 (eight hour workday,) Section 1813 (penalty for failure to pay overtime,) Section 1777.5 (apprenticeship requirements); Section 1776 (recordkeeping requirements) and Section 1771.4 (job site posting).

17. Assignment. Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.

18. Amendments. Modification or amendments to the terms of this Agreement shall be approved by Client, and consented to in writing by Client as an amendment to this Agreement, and executed by all parties.

19. Termination. Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days' advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to Consultant at the address indicated in Section 6. In the event of such notice of termination:

- a. Consultant shall, as directed by Client or on such other mutually acceptable terms, proceed with the orderly shutdown of project activities, cease rendering further services and proceed with archiving of project materials.
- b. Consultant shall deliver to Client copies of all writings and other Work Product prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- c. Client shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.

- d. Client shall pay Consultant for work performed until the effective date of termination, subject to the limitations prescribed by Sections 4 and 5 of this Agreement.

20. Liquidated Damages. In the event that Consultant terminates this Agreement pursuant to Section 19, Consultant acknowledges that Client may be irreparably harmed by Consultant's failure to deliver the final Work Product to Client. Consultant further acknowledges that the amount of damages may be difficult to quantify. As such, Consultant agrees that in the event Client contracts with a third party to complete the Work Product due to Consultant's termination, Client shall be compensated by Consultant for any amounts expended in excess of the amount contemplated by this agreement as liquidated damages.

For the purpose of this Section 20, "cause" shall be defined as a circumstance or condition whereby Consultant is unable to perform the Work due to Client's failure to provide appropriate information or resources in a timely manner, and said circumstance or condition remains uncured after 30 days.

21. No Rule of Strict Construction. The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.

22. Applicable Law; Venue. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of California. Any claims or litigation arising under this Agreement shall be brought by the parties in the Superior Court of California, County of Stanislaus.

23. Survival. The ownership of work product provisions of Section 10, the indemnity provisions of Section 11, the confidentiality provisions of Section 13 and the inspection provisions of Section 15 shall survive the expiration or other termination of this Agreement.

24. Entire Agreement. This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and Consultant.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates indicated below; provided, however, that the Agreement shall be deemed effective as of the Effective Date identified above.

CLIENT

Tri-Dam Project

Summer Nicotero
General Manager

Date

CONSULTANT

W.D. Edwards Consulting, LLC

Wayne D. Edwards, P.E.
Principal

Date

EXHIBIT "A"
SCOPE OF WORK, SCHEDULE & COST AMOUNT

Attached: W.D. Edwards Consulting, LLC Proposal
Dated: January 27, 2023

EXHIBIT “B” WORKERS COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in pertinent part:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; or
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either and to pay any compensation that may become due to his or her employees. . .”

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

“CONSULTANT”

By: _____ Dated: _____

Name: _____

Title: _____

BOARD AGENDA REPORT

Date: 2/16/2023
Staff: Chris Tuggle

SUBJECT: Flooring and Exterior Repairs to the General Manager's Residence

RECOMMENDED ACTION: Approve the upstairs, kitchen and laundry room flooring replacement; miscellaneous exterior siding, fascia board, doors, and trim repairs, as needed, as well as approve a 2023 Capital Budget Amendment.

BACKGROUND AND/OR HISTORY:

The General Manager's residence requires new flooring and some misc. exterior repairs. The living room and dining room carpet was replaced in 2022 by National Flooring & Supply, Inc. with a Laminate Vinyl Plank. In addition, the Tri-Dam staff replaced the deck. During the deck project multiple locations of water damage and rotting wood on the house's exterior were discovered.

Flooring Repairs:

The remaining areas to be completed are the upstairs bedrooms, bathrooms, hallway and stairs. The lower-level repairs are in the kitchen and laundry room. In order to match the existing LVP, I will need to single source the contract with National Flooring & Supply, Inc. This request is estimated at a cost of \$8,000.

Exterior Repairs:

The siding, fascia boards, gutters, trim boards, and woodpecker holes need to be repaired before any damage is done to the wall framing and interior walls. Tri-Dam Personnel will complete the exterior repairs to the house. This request is estimated at a cost of \$12,000.

FISCAL IMPACT: Amend the 2023 Capital Budget to Include \$20,000 for General Manager Residence Repairs.

ATTACHMENTS: National Flooring & Supply, Inc.

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)

Proposal

2/7/2023 8:04:43 AM

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National Flooring & Supply, Inc.
 18681 Eagle Ridge Drive
 Sonora CA 95370
 209-532-9333
 Fax 209-532-9332



Proposal #: **33138**
 SaleDate: **1/27/2023**
 Next Install:
 Sales Rep: **Evan Rusch**

SOLD TO:

SHIPPED TO

Chris Tuggle Tri-Dam Project
31885 Old Strawberry Rd
Strawberry CA. 95375

Chris Tuggle Tri-Dam Project
31885 Old Strawberry Rd
Strawberry CA. 95375

MATERIALS	COMMENTS	TOTAL
1 Stock National Laminate #1 Cresecent	Laminate for stairs to second level, hallway, 2 bedrooms + closets, master bedroom + closet, bathroom, and master bathroom, kitchen, dining room and utility room.	\$3,175.59
2 Laminate Pad Eva	Pad under laminate.	\$270.00
3 Inhaus Laminate Ec-1.00 Crescent	(E/C) Transition at sliding door in master bedroom and entryway through utility room.	\$141.58
4 Inhaus Laminate Qr-1.00 Crescent	(Q/R) Molding for kitchen, utility room, bathroom and master bathroom against cabinets.	\$177.54
5 Foam Backer Rod 3/8"	Foam backer rod to improve water resistance in utility room and kitchen.	\$79.65
6 Inhaus Laminate Stairnose-1.00 Crescent	(OL S/N) Stair Nose for steps leading to second level.	\$354.36
7 Mapei Novoplan 2 plus 50lb bag	General floor prep to meet manufacturing specifications.	\$140.97
8 Tub Molding by Roppe White Peel & Stick	Tub Molding for bathroom	\$5.29
9 Tub Molding by Roppe Almond Peel & Stick	Tub molding for master bathroom.	\$5.29
12 Discount Repeat Customer		(\$770.48)

LABOR	COMMENTS	TOTAL
1 Laminate-Click	Laminate for stairs to second level, hallway, 2 bedrooms + closets, master bedroom + closet, bathroom, and master bathroom, kitchen, dining room and utility room.	\$2,477.75
3 Moldings-Transitions	(E/C) Transition at sliding door in master bedroom and entryway through utility room.	\$16.00
4 Wall Base	(Q/R) Molding for kitchen, utility room, bathroom and master bathroom against cabinets.	\$111.60
5 Backer Rod & Sealer	Foam backer rod to improve water resistance in utility room and kitchen.	\$241.65
6 Stairs-Hardwood/Laminate	(OL S/N) Stair Nose for steps leading to second level.	\$504.00
7 Floor Prep*	General floor prep to meet manufacturing specifications.	\$390.00
8 Moldings-Transitions	Tub Molding for bathroom	\$10.00
9 Moldings-Transitions	Tub molding for master bathroom.	\$10.00
10 Trip Charge	Trip charge for work in strawberry.	\$240.00
11 Removal & Haul Away Underlayment & Vinyl	Removal and haul away of vinyl in dining room, kitchen and utility room.	\$346.50

No refunds on custom orders or closeouts. Returns of stock items will only be accepted within the first 30 days of purchase and only in the original unopened packaging. We will not accept returns of cut and cut order goods.

Proposal

2/7/2023 8:04:43 AM

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Comments: Proposal is for all unfinished areas including Kitchen, Dining Room, Utility Room, Stairs and all of second level.

Customer will be doing their own baseboard and removal and haul away of all surface on stairs and second level.

SubTotal:	\$7,927.29
Misc Chg:	\$0.00
CARE:	\$0.00
Total:	\$7,927.29
Payments:	\$0.00
Balance:	\$7,927.29

*Floor Prep may change based on condition of subfloor.

**** California Carpet Stewardship Assessment**



Contract & Payment Agreement

Name: Chris Tuggle Tri-Dam Project

Invoice Number: 33138

I, Chris Tuggle Tri-Dam Project agree to the minimum deposits listed below.

I authorize National Flooring & Supply to charge my credit card _____ I will pay by check/cash _____
(Initial One)

Minimum 10% of contract total for special orders or \$1000 maximum: \$792.73

Balance of in-stock and special orders materials is due on delivery: \$2,787.06 Deliver Material: _____ Warehouse Material: _____
(Initial One)

Contract balance due on completion.

All Sales: Cancellations may incur a 25% restocking fee. All prices are subject to change without notice and estimates are valid for 30 days. We are not responsible for any unforeseen structural issues including but not limited to:

- 1) Plumbing, we will remove and reset an existing toilet replacing wax ring and bolts only. We do not replace or repair angle stops or water lines, we are not licensed plumbing contractors.
- 2) Door trimming and cutting.
- 3) Structural sub floor repairs that may require a general contractor.
- 4) Painting or touch up of wall base.
- 5) Wall or frame damage caused by existing window coverings.
- 6) We are not responsible for manufacturer or supplier delays.
- 7) Installation temperature for all types of flooring is between 68-80 degrees, please set your heater/air conditioner appropriately prior to installation
- 8) By signing this, I confirm that I have received, read & understand the Installation Checklist

Customer acceptance _____ Date of acceptance _____

BOARD AGENDA REPORT

Date: 2/16/2023
Staff: Chris Tuggle

SUBJECT: Donnells and Beardsley Governor Upgrade 2023 Capital Budget Adjustment

RECOMMENDED ACTION: Approve the Donnells and Beardsley governor controls upgrade 2023 Capital Budget Adjustment.

BACKGROUND AND/OR HISTORY:

Generating units are controlled and regulated by governors that monitor output parameters and make adjustments to inputs to ensure the unit is operating at the correct parameters. The Beardsley governor was last upgraded in 2004 and Donnells in 2005. The life expectancy of these governors is typically 15 years, and at that point, the manufacturer discontinues support and manufacturing of replacement parts.

The Board approved this project in June of 2021 at a cost of \$268,000. A PSA was executed with Segrity LLC. to replace the governors at Donnells and Beardsley Powerhouses. Due to COVID-19 restrictions and supply chain issues, the project wasn't executed until November 2022. In 2022 Basler Electric purchased Segrity LLC., and Basler Electric completed the governor controls upgrade installation.

The 2022 Capital Budget carried forward the balance for work completed on the governor upgrade in the 2022 calendar year. The 2023 Capital Budget Amendment is to complete the onsite training and the as-built drawings.

2021 TDP Paid Segrity LLC. (Basler Services):	\$11,488.50
2022 TDP Paid Basler Services:	\$239,822.44
2023 Capital Budget Amendment:	<u>\$16,026.89</u>
Total	\$267,337.83

FISCAL IMPACT: A Capital Budget increase of \$20,000 to finalize the governor upgrade project.

ATTACHMENTS:

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)

9. DELIVERY INFORMATION AND CONTRACT TERMS

9.1 Shipping / Delivery Terms

- Hardware shipment dates TBD
- FOB destination
- Shipping / Crating is included in this proposal.

9.2 Payment Terms

- Net 30

9.3 Payment Schedule

The payment schedule is based on the scope that is defined in this proposal. If the optional scope is included this table would be adjusted to reflect the changes in price.

%	Payment Schedule	Amount
10%	Kickoff Meeting Complete	\$26,733.78
25%	Beardsley Digital Governor Complete & Shipped to Site	\$66,834.46
21%	Beardsley Valve Refurbishment Kit Shipped to Site	\$56,140.94
27%	Donnells Digital Governor Complete & Shipped to Site	\$72,181.21
6%	Beardsley Install / Commissioning Complete	\$16,040.27
7%	Donnells Install / Commissioning Complete	\$18,713.65
4%	Training & As-Builts Complete	\$10,693.51
100%	Total	\$267,337.83

9.4 General Terms & Discounts

All pricing options presented in this proposal include discounted rates as follows:

- Standard rates will be charged for ALL hours worked Monday to Friday including after 8 hours and weekends.
 - If the workday is longer than 10 hours per day, or work is done on the weekends, SEGRITY's standard on-site rates would also apply.
- Waiting time (during weekend) while our engineers are off work and waiting for next unit commissioning will not be charged. Only T&L will apply for keeping SEGRITY personnel over a non-working weekend.

9.5 Proposal Validity

- This quote is valid for 90 days, at which time a re-quote may be required.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

BOARD AGENDA REPORT

Date: 2/16/2023
Staff: Chris Tuggle

SUBJECT: 2023 Capital Budget Adjustment for RTU Upgrade & SCADA Programming

RECOMMENDED ACTION: Approve a Capital Budget Adjustment for the Replacement of the Existing Siemens RTUs and SCADA Programming to Support the Installation of the RTUs.

BACKGROUND AND/OR HISTORY:

This capital project was approved by the Board in March of 2022.

RTU:

The RTUs (Remote Terminal Units) receives operating signals from various Tri-Dam locations for the control and monitoring of our equipment. That data is then sent over the microwave communications link through the antennas to the Strawberry office and the SCADA (Supervisory Control and Data Acquisition) system, monitored 24/7 by a control room operator. Based on the signals received, the operator will make adjustments for the proper operation of the equipment and review incoming information for potential equipment failure and emergency responses needed to ensure public safety and equipment reliability.

The existing Siemens RTUs are outdated, and the repair parts are no longer available. We request replacing these units with the latest version of the Siemens RTUs. Using Siemens equipment will help make the installation less complicated, simplify the programming and wiring process, and take less time to change out the RTUs. Choosing Siemens would mean that this project is a sole source vendor, but it would also limit the amount of downtime and make the equipment available for producing energy and revenue.

The RTU upgrade will allow us to control field devices more efficiently, better understand the equipment, and give us the ability to purchase a system historian program to track the performance of our operations.

A purchase order was issued to Geo. E. Honn Company in May of 2022, but due to Vendor supply chain issues, we have yet to receive any of the hardware for the installation of the RTUs.

SCADA Programming:

In 2022 we started the process of upgrading our aging RTUs. During discussions with the RTU Engineers, we discovered that our SCADA system would need additional programming that the Tri-Dam staff is unfamiliar with to complete the project. The programming is a necessary part of the overall project to execute replacing the RTUs and improve our Supervisor Control and Data Acquisition System. In addition to the RTU and SCADA improvements, this will allow us to automate and collect data from more control points from both the powerhouses and dams.

FISCAL IMPACT:

Adjust the 2023 Capital Budget to carryover the 2022 budgeted cost of the RTU Upgrade and the SCADA programming in the amount of \$165,000 bringing the total Capital Budget to \$195,000.

2023 Capital Budget Increase	\$165,000.00
2023 Capital Budget Previously Approved	<u>\$ 30,000.00</u>
Total Adjusted Capital Budget:	\$195,000.00

ATTACHMENTS: Quotes from Geo. E. Honn Co., Inc. and Siemens

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)



Geo. E. Honn Co., Inc.

853 A Cotting Court
Vacaville, CA 95688
Phone: (707) 455-0241 Fax: (707) 455-0245
Website: <https://www.honn.com>

E-mail message sent 02-09-2023

To: Tri-Dam Project
Attn: Chris Tuggle
From: Karen Braida
Subj: Siemens Industry, Inc. Quotation

Factory Quote #: SF20123043 Rev 5
Honn Quote #: SAM2140
Type: Firm

Dear Chris,

The following is the quotation you requested:

Pos	Part Number / Description	Customer Material Code	Qty	Unit Price	Ext Total
1	6MF2805-0AA00 CP-8050 Processor Module extendable with CI-85xx Beardsley PH	N/A	1.00	\$3 ,613.00	\$3 ,613.00
2	6MF2862-2AA00 PS-8622 - PS-8622 Power Supply DC 110 V to 220 V (12W) Beardsley PH	N/A	4.00	\$519.00	\$2 ,076.00
3	6MF2832-0AA00 AI-8320 - AI-8320 Analog Input: 4x, +/- 20mA, +/- 10V Beardsley PH	N/A	11.00	\$423.00	\$4 ,653.00
4	6MF2811-2AA00 DI-8112 - DI-8112 Binary Input, 2x8, DC 110 V, 1ms Beardsley PH	N/A	7.00	\$329.00	\$2 ,303.00
5	6MF2821-2AA00 DO-8212 - DO-8212 Binary Output Beardsley PH	N/A	4.00	\$306.00	\$1 ,224.00
6	6MF2883-0AA00 CM-8830 SICAM I/O Module LED Beardsley PH	N/A	2.00	\$287.00	\$574.00
7	6MF2853-2AA00 CI-8532 - CI8532 SICAM I/O Remote Interface module electrical DC 110-220V Beardsley PH	N/A	2.00	\$1 ,033.00	\$2 ,066.00
8	Plate Adapter Beardsley PH	N/A	3.00	\$900.00	\$2 ,700.00
9	Bornes/Terminals Beardsley PH Site Total \$20,109.00	N/A	3.00	\$300.00	\$900.00
10	6MF2805-0AA00 CP-8050 Processor Module extendable with CI-85xx Southern PH	N/A	1.00	\$3 ,613.00	\$3 ,613.00
11	6MF2862-0AA00 PS8620 - Power Supply DC 24 V to 60 V (45W)	N/A	3.00	\$506.00	\$1 ,518.00
12	6MF2832-0AA00 AI-8320 - AI-8320 Analog Input: 4x, +/- 20mA, +/- 10V Southern PH	N/A	5.00	\$423.00	\$2 ,115.00
13	6MF2821-2AA00 DO-8212 - DO-8212 Binary Output Relay 8 x DC 24...220 V/AC 230 V Southern PH	N/A	3.00	\$306.00	\$918.00
14	6MF2883-0AA00 CM-8830 SICAM I/O Module LED Southern PH	N/A	2.00	\$287.00	\$574.00

Pos	Part Number / Description	Customer Material Code	Qty	Unit Price	Ext Total
15	6MF2853-0AA00 CI-8530 - SICAM I/O Remote Interface Module electrical DC 24-60V	N/A	1.00	\$1,033.00	\$1,033.00
16	6MF2811-0AA00 DI-8110 - Binary Input 2 x 8, DC 24 V	N/A	8.00	\$309.00	\$2,472.00
17	Plate Adapter Southern PH	N/A	2.00	\$300.00	\$600.00
18	Bornes/Terminals Southern PH Site Total \$13,043.00	N/A	2.00	\$100.00	\$200.00
19	6MF2805-0AA00 CP-8050 Processor Module extendable with CI-85xx GoodWin Dam	N/A	1.00	\$3,613.00	\$3,613.00
20	6MF2862-0AA00 PS8620 - Power Supply DC 24 V to 60 V (45W) GoodWin Dam	N/A	3.00	\$506.00	\$1,518.00
21	6MF2832-0AA00 AI-8320 - Analog Input: 4x, +/- 20mA, +/- 10V GoodWin Dam	N/A	8.00	\$423.00	\$3,384.00
22	6MF2853-0AA00 CI-8530 - SICAM I/O Remote Interface Module electrical DC 24-60V GoodWin Dam	N/A	1.00	\$1,033.00	\$1,033.00
23	6MF2811-0AA00 Binary Input 2 x 8, DC 24 V GoodWin Dam	N/A	1.00	\$309.00	\$309.00
24	6MF2821-2AA00 DO-8212 - Binary Output 2 x 8 DC 24 V GoodWin Dam	N/A	6.00	\$306.00	\$1,836.00
25	6MF2883-0AA00 CM-8830 SICAM I/O Module LED GoodWin Sub	N/A	1.00	\$287.00	\$287.00
26	Plate Adapter GoodWin Dam	N/A	2.00	\$300.00	\$600.00
27	Bornes/Terminals GoodWin Dam Site Total \$12,780.00	N/A	2.00	\$100.00	\$200.00
28	6MF2805-0AA00 CP-8050 Processor Module extendable with CI-85xx Tulloch PH	N/A	1.00	\$3,613.00	\$3,613.00
29	6MF2862-2AA00 PS-8622 - Power Supply DC 110 V to 220 V (12W) Tulloch PH	N/A	6.00	\$519.00	\$3,114.00
30	6MF2832-0AA00 AI-8320 - Analog Input: 4x, +/- 20mA, +/- 10V Tulloch PH	N/A	11.00	\$423.00	\$4,653.00
31	6MF2853-2AA00 CI-8532 - SICAM I/O Remote Interface module electrical DC 110-220V Tulloch PH	N/A	4.00	\$1,033.00	\$4,132.00
32	6MF2811-2AA00 DI-8112 - Binary Input, 2x8, DC 110 V, 1ms Tulloch PH	N/A	10.00	\$329.00	\$3,290.00
33	6MF2821-2AA00 DO-8212 - Binary Output 2 x 8 DC 24 V Tulloch PH	N/A	10.00	\$306.00	\$3,060.00
34	6MF2883-0AA00 CM-8830 SICAM I/O Module LED Tulloch PH	N/A	3.00	\$287.00	\$861.00
35	Plate Adapter Tulloch PH	N/A	5.00	\$300.00	\$1,500.00
36	Bornes/Terminals Tulloch PH Site Total \$24,723.00	N/A	5.00	\$100.00	\$500.00

Pos	Part Number / Description	Customer Material Code	Qty	Unit Price	Ext Total
37	6MF2805-0AA00 CP-8050 Processor Module extendable with CI-85xx Donnells Dam	N/A	1.00	\$3 ,613.00	\$3 ,613.00
38	6MF2862-0AA00 PS8620 - Power Supply DC 24 V to 60 V (45W) Donnells Dam	N/A	2.00	\$506.00	\$1 ,012.00
39	6MF2832-0AA00 AI-8320 - Analog Input: 4x, +/- 20mA, +/- 10V Donnells Dam	N/A	3.00	\$423.00	\$1 ,269.00
40	6MF2811-0AA00 Binary Input 2 x 8, DC 24 V Donnells Dam	N/A	2.00	\$309.00	\$618.00
41	6MF2821-2AA00 DO-8212 - Binary Output 2 x 8 DC 24 V Donnells Dam	N/A	2.00	\$306.00	\$612.00
42	6MF2883-0AA00 CM-8830 SICAM I/O Module LED Donnells Dam	N/A	1.00	\$287.00	\$287.00
43	Plate Adapter Donnells Dam	N/A	1.00	\$300.00	\$300.00
44	Bornes/Terminals Donnells Dam Site Total \$7,811.00	N/A	1.00	\$100.00	\$100.00
45	6MF2805-0AA00 CP-8050 Processor Module extendable with CI-85xx Donnells PH	N/A	1.00	\$3 ,613.00	\$3 ,613.00
46	6MF2862-2AA00 PS-8622 - Power Supply DC 110 V to 220 V (12W) Donnells PH	N/A	4.00	\$519.00	\$2 ,076.00
47	6MF2832-0AA00 AI-8320 - Analog Input: 4x, +/- 20mA, +/- 10V Donnells PH	N/A	7.00	\$423.00	\$2 ,961.00
48	6MF2811-2AA00 DI-8112 - Binary Input, 2x8, DC 110 V, 1ms Donnells PH	N/A	7.00	\$329.00	\$2 ,303.00
49	6MF2821-2AA00 DO-8212 - Binary Output 2 x 8 DC 24 V Donnells PH	N/A	6.00	\$306.00	\$1 ,836.00
50	6MF2883-0AA00 CM-8830 SICAM I/O Module LED Donnells PH	N/A	3.00	\$287.00	\$861.00
51	6MF2853-2AA00 CI-8532 - SICAM I/O Remote Interface module electrical DC 110-220V Donnells PH	N/A	2.00	\$1 ,033.00	\$2 ,066.00
52	6MF2838-0AA00 AO-8380 Analog Output: 4x, +/- 20mA, +/- 10mA, +/- 10V Donnells PH	N/A	1.00	\$711.00	\$711.00
53	Plate Adapter Donnells PH	N/A	3.00	\$300.00	\$900.00
54	Bornes/Terminals Donnells PH Site Total: \$17,627.00	N/A	3.00	\$100.00	\$300.00
55	A8050 - Training Per day (no cost)	N/A	1.00	\$0.00	\$0.00
56	A8050 - Onsite Support Per day (no cost)	N/A	1.00	\$0.00	\$0.00
57	A8050 - Travel to site Per day (no cost)	N/A	1.00	\$0.00	\$0.00
58	A8050 - TR_-DAM Lab Integration	N/A	1.00	\$3 ,280.00	\$3 ,280.00
59	A8050 - configuration from Factory Per Site	N/A	6.00	\$6 ,560.00	\$39 ,360.00

Pos	Part Number / Description	Customer Material Code	Qty	Unit Price	Ext Total
60	A8050 - Onsite Installation OPTIONAL: Per Site 6 @ \$4,920.00 = \$29,520.00	N/A	6.00	\$0.00	\$0.00
61	A8050 - Prewiring to Terminal Per Site	N/A	6.00	\$3,200.00	\$19,200.00
Total(\$)					\$157,933.00

Purchase orders should be made out to **Siemens Industry, Inc. c/o the Geo. E. Honn Co., Inc.**

Lead-time: General Parts 4 weeks ARO / SIPROTEC 4 Relays 4 Weeks ARO / SIPROTEC 5 Relays 6 Weeks ARO

F.O.B.: Factory

Freight: Prepaid and Added to Invoice

Terms: Net 30 Days

Validity: 90 Days

We appreciate the opportunity to provide you with the above quotation. Please let us know if we can be of further assistance.

Regards,

Karen Braida



Spectrum Power TG for Windows
 NETWORK MANAGEMENT SYSTEM FOR:
 Tri-Dam Project
 DNP RTU Integration Into Power TG SCADA

Quote: S23-005Qr1
 Date: 20-Dec-2022
 Valid for: 60 days
 Delivery Schedule: 90 days ARO
 Payment Terms: 30 days Net
 Delivery FCA: Pinecrest, CA

LIST OF DELIVERABLES

Item	Description	Quantity	Price - USD
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1	DNP RTU Integration Into Power TG SCADA Create RTUs and Communication Lines in SDB SDB Database Work Remote Point-to-Point Testing Support at mutually agreed dates/times	1	\$53,100
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General Assumptions

- 1) RTUs in the database will be sized per the hardware capabilities of the RTUs.
- 2) Database work assumes the following sizing:
 DDM = 7 indications, 5 analogs, 8 SBOs
 Goodwin = 10 indications, 15 analogs, 19 SBOs
 TPH = 99 indications, 28 analogs, 19 SBOs, 8 accumulators
 DPH = 77 indications, 23 analogs, 9 SBOs, 1 Analog Output, 5 acc
 Sandbar = 107 indications, 14 analogs, 8 SBOs, 3 acc
 BPH Local = 31 indications, 9 analogs, 16 Direct Outputs (instead of SBOs)
 BPH Remote = 66 indications, 6 Direct Outputs (instead of SBOs)
- 3) No configuration of spare points is included.
- 4) Assumed that each database point in old RTUs has matching point in new RTUS. No additional database points are being configured.
- 5) Assumed that no SCADA display work is necessary.
- 6) Assumed that no calculation work is necessary.
- 7) Assumed that complete database information will be made available by Tri-Dam within 2 weeks after start of project.
- 8) Point-to-point testing will be supported remotely, based on a mutually agreed upon schedule
- 9) Remote access to SCADA is provided with Tri-Dam.
- 10) The scope of this is limited to the database work on the Power TG SCADA system and the remote point-to-point testing support as described in this offer. Any other work, such work on the RTUs, connections between RTU and SCADA, networking, etc. are not included in this offer. This offer also does not include any hardware or software.

Assumptions for Analog Points

- a) It is assumed that Tri-Dam will provide the information if analogs are bipolar vs unipolar for analogs
- b) Assumed that 16 bit analogs are used

Assumptions for Accumulator Points

- c) It is assumed that Tri-Dam will provide the roll-over value for each accumulator point

Assumptions for Indication Points

- d) It is assumed that DNP RTUs will report spontaneously. Therefore Multiple Change Detect (MCD) will not be used

Assumptions for Control Points

- e) It is assumed that Tri-Dam will provide the information if controls are SBOs (preferred) or direct.

BOARD AGENDA REPORT

Date: 2/16/2023
Staff: Summer Nicotero

SUBJECT: TuCARE Annual Dinner

RECOMMENDED ACTION: Discussion and possible action on TuCARE's Annual Dinner and Auction

BACKGROUND AND/OR HISTORY:

The Tuolumne County Alliance for Resources and Environment (TuCARE) is hosting their Annual Dinner and Auction on March 11, 2023 at Elks Lodge. Proceeds from the dinner support the Tours for Kids program, which includes tours of livestock and horse ranches, other outdoor education programs, and tours of Tulloch Dam.

In the past, Tri-Dam has sponsored a table with a banner and 4 tickets (\$1,000) and purchased additional tickets for Tri-Dam directors and pertinent staff. If you wish for your spouse to attend, you will need to purchase those tickets separately, but we will reserve seats at the Tri-Dam table.

FISCAL IMPACT: \$1,000 for the banner, sponsored table, and 4 tickets
\$45 for each additional ticket (before February 28th)

ATTACHMENTS:

Board Motion:

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

VOTE:

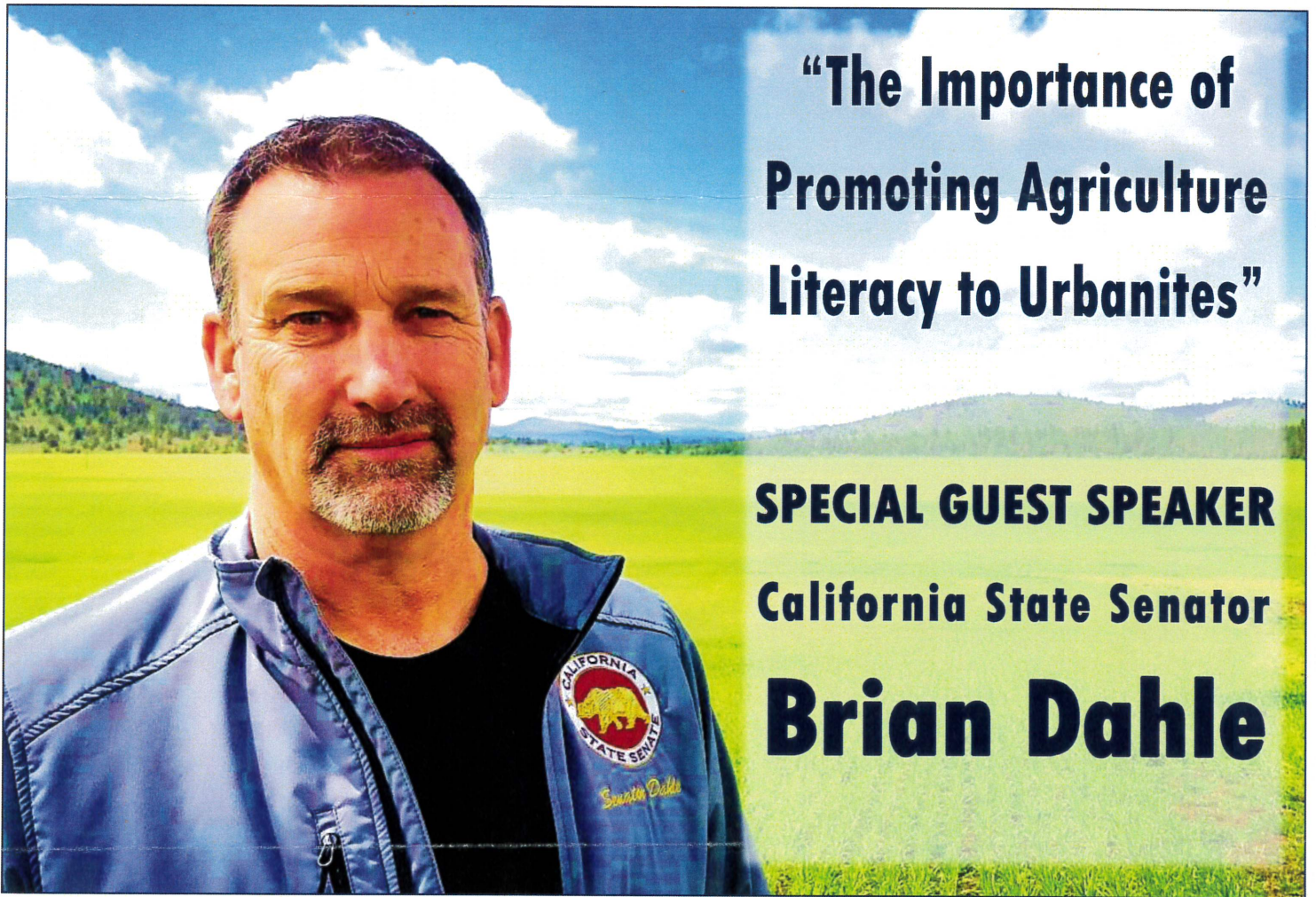
OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

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

TuCARE's

Annual Dinner & Auction

MARCH 11, 2023



**“The Importance of
Promoting Agriculture
Literacy to Urbanites”**

SPECIAL GUEST SPEAKER

California State Senator

Brian Dahle

The Elks Lodge in Sonora

Doors Open 5:00 p.m. Dinner 6:30 p.m.

Awards, Silent & Live Auctions, Drawings

FOR TICKETS AND INFORMATION

CALL (209) 586-7816 ~ Email: tucare@mlode.com

TuCARE's

Annual Dinner & Auction

SATURDAY, MARCH 11, 2023

Dear Friends:

Hope this letter finds you healthy and ready for fun! TuCARE is holding our Annual Dinner and Auction on March 11, 2023, at the Elks Lodge. I've included a poster and an RSVP form for you. Tickets start at \$45, but go up to \$50 after February 28th, so grab yours early!

Our auctions (both live and silent) should be exceptional. We've been gathering some nice items. We hope you enjoy emptying your pockets, while you support our Tours for Kids program (TFK). Proceeds from the Annual Dinner and Auction support this program. If you aren't familiar with it, it is our Outdoor Natural Resources Education Program for kids, kindergarten through high school. Our Education Coordinator, Blair Ledford, takes kids of all ages to Natural Resources sites to meet with the resource managers. Kids, teachers, and parents get to know firsthand just how important that resource is to our community and our world. They get the rare opportunity to have in the field learning from experts in those resources. We tour everything from mills to dams, ranches to forests. This is the 31st Anniversary of the start of TFK's! Keep this in mind as you peruse our auctions.

Our speaker this year is California District 1 State Senator Brian Dahle. You should remember him well. He took on Governor Newsom last year. Senator Dahle is more than a legislator. He also has multigenerational family farms and a business in Bieber, California where he and his wife Megan, an Assemblywoman representing the 1st District, and their three children live. Senator Dahle believes in what TuCARE has been doing for over 30 years – Educating the public about the value and importance of natural resources to our lives, our economy, and our future! He makes it a practice to bring legislators to Bieber to see for themselves how agriculture supports California. In the legislature, Senator Dahle works across party lines for job creation and economic development in the rural North State and throughout California, pushing policies that keep families on their farms, protect water rights and support the business community.

Dinner will be Tri-tip and Chicken, done to perfection by the BBQ Guys who have been there for us the last several years. If you have attended and tasted their food, your mouth is watering right now. I know mine is!

As always, come prepared for lots of good times and laughter, a little education, and the company of some of the finest folks you know. Looking forward to seeing all of your faces!

Sincerely,



Melinda Fleming, Executive Director

BOARD AGENDA REPORT

Date: 2/16/2023
Staff: Summer Nicotero

SUBJECT: Possible Schedule Change to March Board Meeting

RECOMMENDED ACTION: Discussion and possible action to change the time and/or date of the March regular Tri-Dam board meeting due to a scheduling conflict with the Oakdale Annual Ag Scholarship Luncheon

BACKGROUND AND/OR HISTORY:

The regular Tri-Dam board meeting is scheduled for March 16 at 9:00 a.m., at the offices of Oakdale Irrigation District. The annual Oakdale Chamber of Commerce Ag Scholarship Luncheon is scheduled for March 16 from 11:00 a.m. to 1:30 p.m.

FISCAL IMPACT: None

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)

BOARD AGENDA REPORT

Date: 2/16/2023
Staff: Mia Brown

SUBJECT: Meeting Protocol After Anticipated Revocation of Covid-19 State of Emergency of February 28, 2023

RECOMMENDED ACTION: Remove “Covid-19 State of Emergency” References on Agenda, Determine Whether to Continue to Offer General Meeting Attendance by Zoom and/or Telephone

BACKGROUND AND/OR HISTORY:

In March 2020, California’s Governor declared a “State of Emergency” due to Covid-19. In response, the state legislature passed AB 361, which allowed members of a legislative body to attend public meetings remotely, without the “regular” teleconferencing procedures under the Brown Act.

The State of Emergency is set to expire February 28, 2023. As a result, the teleconferencing procedures under AB 361 will no longer be available after that date (unless another State of Emergency is declared, and local officials have imposed or recommended social distancing).

Therefore, after February 28, 2023, the Tri-Dam Project and Authority Agendas should have the “proclaimed state of emergency” procedures removed.

Members of the Board wishing to participate in future meetings remotely must either follow the “regular” teleconferencing requirements under the Brown Act (posting of teleconference location on agenda, location must be accessible to the public, a quorum must be present within jurisdictional boundaries of entity, etc.) or follow “new” procedures recently introduced by AB 2449, which allows teleconferencing for “just cause” or under “emergency circumstances.”

In order to utilize the teleconferencing procedures under AB 2449, the agenda must include teleconferencing information for public participation, the member participating remotely must have 2-way audio and visual technology (audio only is not acceptable), the meeting must cease if there is a technical disruption until audio and video can be restored to members of the public, among other procedural requirements.

Utilization of the AB 2449 procedures by a legislative body is *permissive*, not mandatory.

Likewise, providing a “zoom” or telephonic option for public participation/remote attendance of meetings is currently *permissive*, not mandatory.

If Tri-Dam wishes to dispense with the zoom or call-in meeting attendance option for members of the public, it may do so. However, if Tri-Dam will allow a Board Member to participate in a meeting remotely by using the AB 2449 procedures, it must provide both Board Member and public participation by zoom or an audio and video equivalent.

Eliminating the Zoom option for public participation does not prevent utilization of Zoom or teleconferencing for meeting participants that are not members of the legislative body or public (consultants, legal counsel, etc.)

FISCAL IMPACT: None

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)

BOARD AGENDA REPORT

Date: 02/16/2023

Staff: Forrest Killingsworth
SSJID Engineering Manager

SUBJECT: Canyon Tunnel – DSOD Permit Application

RECOMMENDED ACTION:

Authorize submittal of permit application to Department of Safety of Dams for the Canyon Tunnel Project, including required submittal fee established by DSOD, estimated at \$69,750.

BACKGROUND AND/OR HISTORY:

Development of the 90% Canyon Tunnel design was initiated in January of 2023. Phase 1 (Consultation and Coordination) included coordination with several regulatory agencies including the Department of Safety of Dams (DSOD). Contact was established with DSOD on January 11th with the objective of understanding whether or not DSOD would claim jurisdiction over the proposed Canyon Tunnel Project. As expected, DSOD requested the 60% design plans to provide an assessment. On January 17th, DSOD returned a response indicating that an application would be required. DSOD's concern is related to the proposed large diameter tunnel being excavated near the right abutment of Goodwin Dam and how it could potentially affect its stability.

ANALYSIS:

Up until now, it has not been clear whether DSOD would require formal review and permitting for the Canyon Tunnel Project. Since DSOD has asserted their jurisdiction, the district's will need to submit a formal application. DSOD considers Tri-Dam as the Goodwin Dam owner, therefore Tri-Dam will be the required applicant.

Additionally, DSOD oversight may have an impact on the final design of the Canyon Tunnel Project. The permitting process will likely add time and additional investigation requirements to the design phase. Impact to the project schedule will depend on the time the department anticipates for review, which is currently unknown. Scott Lewis with Provost and Pritchard will be present at the Board meeting to explain the DSOD process more thoroughly and to expand on potential outcomes of seeking the Department's approval.

An alternative to seeking DSOD approval is to defer to Alternative 2A which would construct the upstream portal along the Joint Supply Canal, downstream of Goodwin Dam and clearly outside of DSOD jurisdiction.

FISCAL IMPACT:

Application fees are based on the estimated cost of the project. For DSOD permitting purposes, the cost estimate will be limited to the work specific to the upstream portal. Based on the DSOD online calculator, the estimated application fee amounts to \$69,750. The final amount (which could potentially be reduced) will be provided by DSOD depending on their anticipated involvement in the review process. Staff recommends that the fee be paid for directly by SSJID and subsequently reimbursed by OID for 28% of the total amount, subject to the terms of the Canyon Tunnel Agreement.

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)

GENERAL MANAGER BOARD REPORT
Summer Nicotero
February 16, 2023

1. We have filed our FERC Part 12D reports for Beardsley, Donnells, and Tulloch including the Potential Failure Mode Analysis. Thank you to Susan for allowing time within the process for the team to review and provide input.
2. We have welcomed Shelley Valdes on staff as our new Finance Clerk. In addition, the recruitment for two vacant operator positions just closed with interviews planned for early March. The Finance Manager position is being advertised locally and I am hopeful we will see some activity soon.
3. I have taken some tours of the facilities as well as met with Management staff and Leads. I am very excited about working with this team as we take on the projects and challenges this year.
4. Tuolumne County Office of Emergency Services recently met with FEMA to discuss storm damage as a result of the January storms. With county damages totaling over \$18 million it is hoped that FEMA will include Tuolumne County in the disaster declaration. We have submitted the Beardsley rock slide to the County and hope we will be eligible to receive reimbursement for some or all of the costs to clear the slide.
5. We had a staff BBQ on February 14 so I could meet all of the staff in-person. It was great to see everyone as I continue to settle in.
6. The weather has been great so far this year. As of February 6, 2023, cumulative precipitation is 40.91 inches with January at 21.85 inches, second only to 2016-2017 with 22.25 inches in over 60 years of history. The National Weather Service outlook is above average precipitation for the next three to four weeks, leveling off into average through the three -month extended forecast.

OPERATIONS AND MAINTENANCE MANAGER BOARD REPORT

Chris Tuggle
February 16, 2023

OPERATIONS:

Reservoir Data (A/F):

FACILITY	STORAGE	MONTH CHANGE
Donnells	21,604	(20,205)
Beardsley	78,305	7,734
Tulloch	56,398	(6,223)
New Melones	986,537	283,780

Outages:

Plant	Dates	Duration	Cause
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Operations Report:

New Melones Inflows:

Total inflows for water year 22/23 as of January 31: 451,415 A/F.

District Usage:

Total District usage for the water year 22/23 as of January 31: 23,620 A/F.

Precipitation:

Total precipitation for the month of January was 21.85 inches.

Other Activities:

- Safely completed multiple LOTO for the Tulloch's Annual Maintenance.
- Selected Brett Gordon as the Lead Operator.
- Daily and weekly inspections.
- DSOD inspections at Tulloch and Goodwin Dams.
- P&P, SSJID, OID and TDP met to discuss Tunnel Project requirements.
- Promoted Justin Seel to Emergency Relief Operator.
- No plant forced outages for January.

OPERATIONS AND MAINTENANCE MANAGER BOARD REPORT

Chris Tuggle
February 16, 2023

MAINTENANCE:

Donnell:

1. Equipment in service.

Beardsley:

1. Equipment in service.
2. Technicians installed a new bubbler gaging station in the Beardsley A-Bay.

Sandbar:

1. Equipment in service.
2. Repaired the SPH Intake Differential shaft encoder.

Tulloch:

1. Annual Maintenance.
2. Repaired Primary Meter T1 Channel Path for the Revenue Meter.
3. Switch yard outage.
 - a. Cleaned insulator.
 - b. Inspected the equipment.
 - c. Performed the Transformer Polarization Index Testing.
4. Generator.
 - a. Cleaned brush ring.
 - b. Inspected the equipment.
 - c. Performed insulation resistance test.
5. Line, Generator and Station Service Breakers Tested.
6. Oil Sump detection antenna replacement and PS-220 calibrated.
7. Datagraph Temperature Monitor Battery replacement.
8. Repaired low station air indication.
9. Low side revenue meters Removed and Replaced
10. Unit 3 remained on and generating.

Misc.:

- Downstream Goodwin gaging stations batteries replaced and instruments calibrated.
- Snow Plowing.
- Vehicle and equipment repairs.

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	3.42	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	0.00	0.00	0.00	0.00	0.00	40.91 Current Year
Average	0.15	0.21	0.74	2.23	4.70	6.18	6.74	6.07	5.64	3.38	1.87	0.62	38.50
2021-22 +/-	(0.15)	0.08	1.53	(2.21)	(0.87)	6.47	15.11	(6.07)	(5.64)	(3.38)	(1.87)	(0.62)	2.41

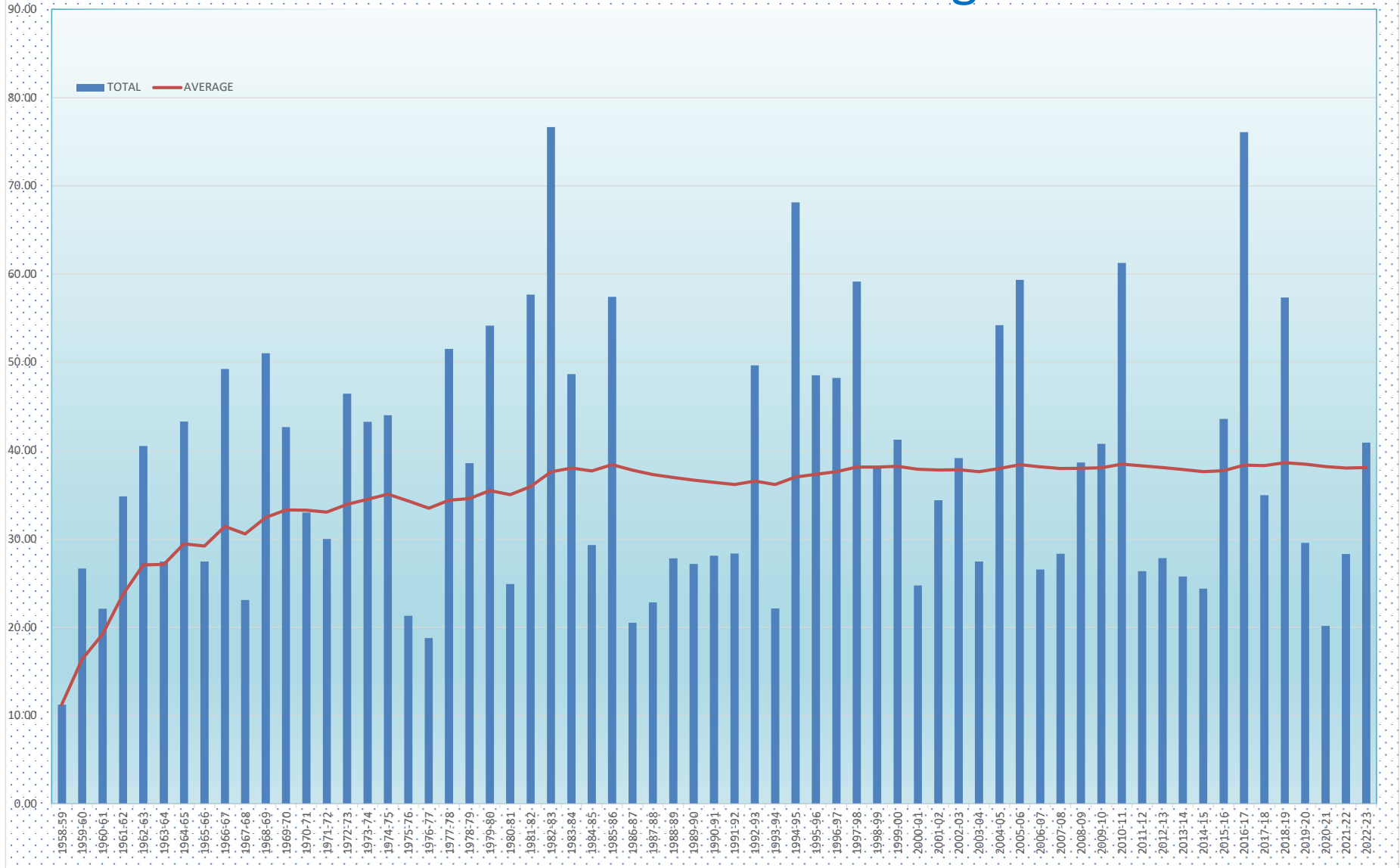
ANNUAL AVERAGE **38.50**

INCHES +/- ANNUAL AVERAGE **2.41**

PERCENT OF ANNUAL AVERAGE **106%**

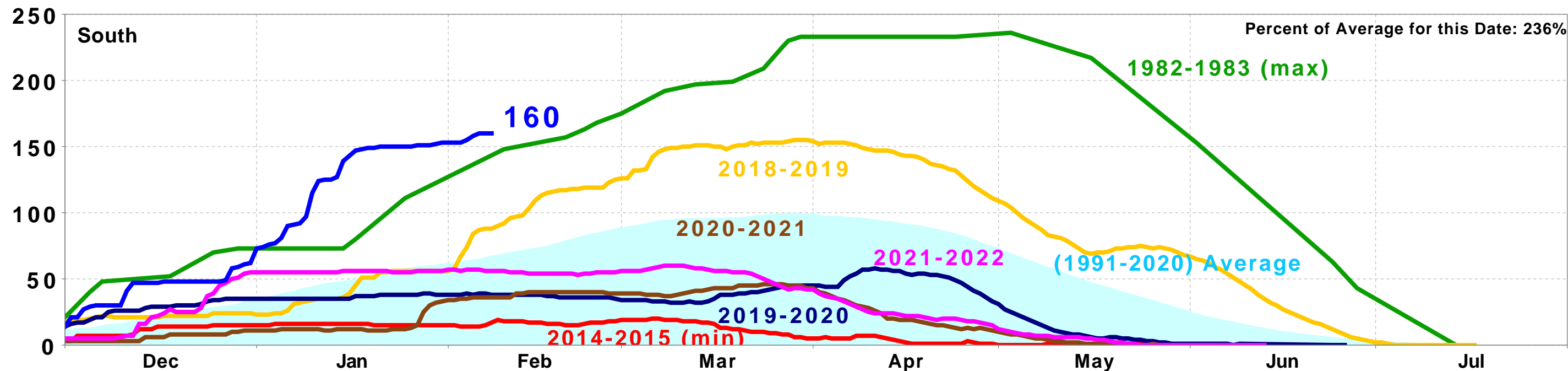
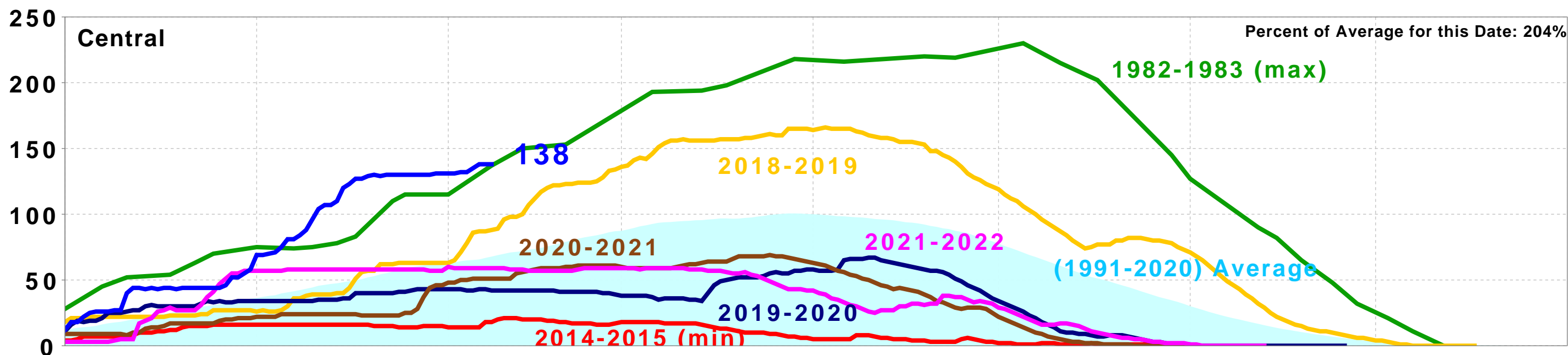
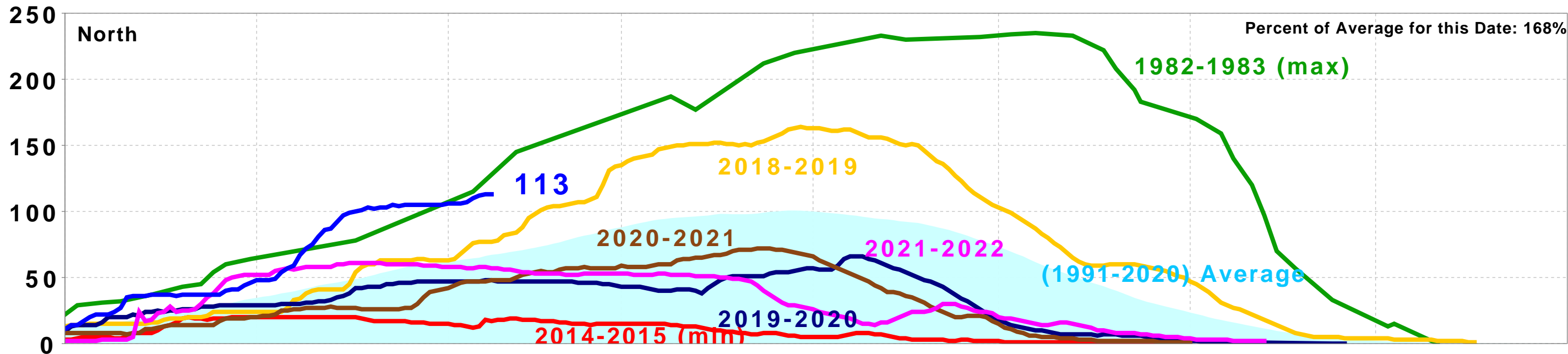
Updated as of 6-Feb-23

Historical Rain VS Average



February 6, 2023	DRAINAGE AREA SQ. MILES	DRAINAGE AREA ACRES	WATER IN FEET	WATER CONTENT AC-FT	RECOVERY AT 75%	RECOVERY AT 70%	RECOVERY AT 65%	RECOVERY AT 60%	RECOVERY AT 55%	RECOVERY AT 50%
NO. FORK NEAR AVERY	163	104,320	4.875	508,560	381,420	355,992	330,564	305,136	279,708	254,280
SO. FORK	67	42,880	4.875	209,040	156,780	146,328	135,876	125,424	114,972	104,520
MIDDLE FORK AT DONNELLS	230	147,200	4.875	717,600	538,200	502,320	466,440	430,560	394,680	358,800
MIDDLE FORK AT BEARDSLEY	309	197,760	4.875	964,080	723,060	674,856	626,652	578,448	530,244	482,040
TOTAL		344,960		1,681,680	1,261,260	1,177,176	1,093,092	1,009,008	924,924	840,840
MELONES DRAINAGE AREA	904	578,560					MELONES INFLOW TO DATE	451,415	February 6, 2023	
							PROJECTED SNOW RUNOFF (65% RECOVERY)	1,093,092	Projected April to July runoff	
STORAGE ON FEBRUARY 1, 2023	MAX STOR	DIFFERNCE					UPSTREAM STORAGE RETENTION	50,000		
NEW MELONES	986,537	2,419,523	(1,432,986)				PROJECTED MELONES INFLOW	1,494,507		
DONNELLS	21,604	64,325	(42,721)							
BEARDSLEY	78,305	97,802	(19,497)							
NEW SPICER	80,029	189,000	(108,971)							
TOTAL	179,938	351,127	(171,189)							

California Snow Water Content, February 8, 2023, Percent of April 1 Average



Statewide Percent of April 1: 136%

Statewide Percent of Average for Date: 201%

REGULATORY AFFAIRS BOARD REPORT

Susan Larson

February 16, 2023

FERC Compliance

- Hells Half Acre Road. Work continues on finalization of the road improvement plans by Provost & Pritchard. Final mitigation reports for the cultural resources are nearing completion with all approvals in place by February/March 2023. The goal will be to have the project fully approved so that the project can be circulated for bid in early 2023, for construction in the summer/early fall of 2023.
- Tulloch Spillway Road. Provost & Pritchard is working on Design Phase 1. A progress teams meeting was conducted on February 1, 2023 with P&P staff and Tri-Dam (Nicotero and Larson). Although an initial call with FERC San Francisco Regional Engineer was conducted in 2020 with GM Zimmerman and Larson, and Condor, a call to reconfirm design assumptions including design flows, spillway parameters, etc. will be scheduled within the next month. A study session will be scheduled with the Board in March 2023, with a follow up action to authorize the next phase of work at the April Board meeting if all goes as anticipated.
- FERC Annual Cultural Resources Monitoring. All annual monitoring reports were completed timely, and was filed with FERC on February 7, 2023. All work in on time and within budget.
- Coordination of license requirements for all licenses for inspection provisions within the D2SI pending requirements for gate inspections, and other dam safety follow up, including Part 12 D follow up. The Twelfth Part 12D inspection reports were filed with FERC on January 31, 2023. Work on a number of dam safety related items including coordination of various dam safety follow up items with Operations staff including DSSMRs (Dam Safety Surveillance and Monitoring Reports), along with EAP (Emergency Action Plan), and ODSP (Owner's Dam Safety Program) for minor updates to agency contacts.
- FERC Other:
 - Beardsley--Working on the draft submittal for the Beardsley Name Plate adjustment, as directed 18 CFR 4.201(c).
 - Tulloch 5 Year invasive species update. Currently working on draft report, for submittal to required agencies for a 30-day review and submittal to FERC in April 2023.
- Tulloch Day Use Site. KW Emerson has a number of correction list items that are to be scheduled, but several are weather dependent. Meeting with County staff to discuss list of items necessary to finalize the project and public opening. Completion of the project is a top priority.

Permit and Other Assignments

Work on permits, site reviews and compliance questions for various properties at Tulloch. Respond to daily inquiries from the public. Permits, inspections and file documentation.

- Tulloch compliance matters, as required.
- Working on pending litigation matters, as required.



Tri-Dam Project Generation & Revenue Report 2023

	Donnells				Beardsley				Tulloch				Project Total			
	Average Generation (1958-2018)	2023 Net Generation (kWh)	Avoided Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue
JAN	17,389,989	50,302,120	-	\$4,024,170	3,150,048	8,075,579	\$646,046	4,271,885	5,667,702	\$453,416	24,811,922	64,045,400	\$5,123,632	24,811,922	64,045,400	\$5,123,632
FEB	17,229,608		-	\$0	2,927,753		\$0	5,024,913		\$0	25,182,274		\$0	25,182,274		\$0
MAR	23,070,659		-	\$0	3,584,274		\$0	7,580,691		\$0	34,235,623		\$0	34,235,623		\$0
APR	31,686,865		-	\$0	4,717,464		\$0	10,811,027		\$0	47,215,356		\$0	47,215,356		\$0
MAY	41,216,149		-	\$0	5,799,593		\$0	12,131,040		\$0	59,146,782		\$0	59,146,782		\$0
JUN	42,555,036		-	\$0	6,336,073		\$0	12,084,818		\$0	60,975,928		\$0	60,975,928		\$0
JUL	36,444,466		-	\$0	6,629,514		\$0	12,609,174		\$0	55,683,154		\$0	55,683,154		\$0
AUG	27,568,740		-	\$0	6,269,748		\$0	11,868,293		\$0	45,706,781		\$0	45,706,781		\$0
SEP	20,111,167		-	\$0	5,223,523		\$0	8,577,620		\$0	33,912,310		\$0	33,912,310		\$0
OCT	12,743,535		-	\$0	3,752,220		\$0	4,664,124		\$0	21,159,879		\$0	21,159,879		\$0
NOV	12,042,987		-	\$0	2,794,775		\$0	2,487,256		\$0	17,325,019		\$0	17,325,019		\$0
DEC	14,354,891		-	\$0	3,713,920		\$0	3,288,702		\$0	21,357,513		\$0	21,357,513		\$0
Total	296,414,092	50,302,120	-	\$4,024,170	54,898,907	8,075,579	\$646,046	95,399,542	5,667,702	\$453,416	446,712,540	64,045,400	\$5,123,632	446,712,540	64,045,400	\$5,123,632

Note: Price per MWh is \$80.00

Tri-Dam Power Authority - Sand Bar

	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	PG&E Coordination Payment	Total Revenue
JAN	4,663,654	11,625,894	\$930,072	\$0	\$930,072
FEB	3,946,606		\$0	\$0	\$0
MAR	5,290,014		\$0	\$0	\$0
APR	6,873,822		\$0	\$0	\$0
MAY	8,065,189		\$0	\$0	\$0
JUN	8,750,023		\$0	\$0	\$0
JUL	9,133,101		\$0	\$0	\$0
AUG	8,560,581		\$0	\$0	\$0
SEP	6,928,285		\$0	\$0	\$0
OCT	4,898,944		\$0	\$0	\$0
NOV	2,947,604		\$0	\$0	\$0
DEC	5,554,123		\$0	\$0	\$0
Total	75,611,948	11,625,894	\$930,072	\$0	\$930,072



Tri-Dam Project Generation & Revenue Report 2022

	Donnells				Beardsley				Tulloch				Project Total			
	Average Generation (1958-2018)	2022 Net Generation (kWh)	Avoided Generation (kWh)	2022 Energy Revenue	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue
JAN	17,389,989	22,065,962	-	\$1,765,277	3,150,048	6,346,979	\$507,758	4,271,885	1,105,497	\$88,440	24,811,922	29,518,438	\$2,361,475	24,811,922	29,518,438	\$2,361,475
FEB	17,229,608	20,356,500	-	\$1,628,520	2,927,753	4,160,159	\$332,813	5,024,913	4,542,830	\$363,426	25,182,274	29,059,489	\$2,324,759	25,182,274	29,059,489	\$2,324,759
MAR	23,070,659	21,199,698	-	\$1,695,976	3,584,274	712,429	\$56,994	7,580,691	10,794,631	\$863,570	34,235,623	32,706,757	\$2,616,541	34,235,623	32,706,757	\$2,616,541
APR	31,686,865	25,641,336	-	\$2,051,307	4,717,464	6,239,458	\$499,157	10,811,027	9,993,391	\$799,471	47,215,356	41,874,184	\$3,349,935	47,215,356	41,874,184	\$3,349,935
MAY	41,216,149	23,096,110	-	\$1,847,689	5,799,593	3,884,238	\$310,739	12,131,040	14,298,993	\$1,143,919	59,146,782	41,279,340	\$3,302,347	59,146,782	41,279,340	\$3,302,347
JUN	42,555,036	30,939,288	-	\$2,475,143	6,336,073	6,160,441	\$492,835	12,084,818	15,417,779	\$1,233,422	60,975,928	52,517,508	\$4,201,401	60,975,928	52,517,508	\$4,201,401
JUL	36,444,466	12,729,928	-	\$1,018,394	6,629,514	4,981,005	\$398,480	12,609,174	12,915,743	\$1,033,259	55,683,154	30,626,677	\$2,450,134	55,683,154	30,626,677	\$2,450,134
AUG	27,568,740	17,237,748	-	\$1,379,020	6,269,748	1,317,251	\$105,380	11,868,293	11,530,563	\$922,445	45,706,781	30,085,561	\$2,406,845	45,706,781	30,085,561	\$2,406,845
SEP	20,111,167	6,477,711	-	\$518,217	5,223,523	4,704,246	\$376,340	8,577,620	8,026,323	\$642,106	33,912,310	19,208,280	\$1,536,662	33,912,310	19,208,280	\$1,536,662
OCT	12,743,535	2,323,885	-	\$185,911	3,752,220	496,473	\$39,718	4,664,124	6,814,313	\$545,145	21,159,879	9,634,670	\$770,774	21,159,879	9,634,670	\$770,774
NOV	12,042,987	5,444,365	-	\$435,549	2,794,775	-	\$0	2,487,256	980,384	\$78,431	17,325,019	6,424,749	\$513,980	17,325,019	6,424,749	\$513,980
DEC	14,354,891	16,054,313	-	\$1,284,345	3,713,920	5,907,908	\$472,633	3,288,702	1,979,598	\$158,368	21,357,513	23,941,819	\$1,915,345	21,357,513	23,941,819	\$1,915,345
Total	296,414,092	203,566,844	-	\$16,285,348	54,898,907	44,910,584	\$3,592,847	95,399,542	98,400,045	\$7,872,004	446,712,540	346,877,473	\$27,750,198	446,712,540	346,877,473	\$27,750,198

Note: Price per MWh is \$80.00

Tri-Dam Power Authority - Sand Bar

	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue	PG&E Coordination Payment	Total Revenue
JAN	4,663,654	11,591,430	\$927,314	\$0	\$927,314
FEB	3,946,606	7,422,672	\$593,814	\$0	\$593,814
MAR	5,290,014	-	\$0	\$0	\$0
APR	6,873,822	7,146,240	\$571,699	\$0	\$571,699
MAY	8,065,189	7,151,326	\$572,106	\$0	\$572,106
JUN	8,750,023	8,488,900	\$679,112	\$0	\$679,112
JUL	9,133,101	6,996,309	\$559,705	\$0	\$559,705
AUG	8,560,581	1,083,010	\$86,641	\$0	\$86,641
SEP	6,928,285	6,777,927	\$542,234	\$0	\$542,234
OCT	4,898,944	755,759	\$60,461	\$0	\$60,461
NOV	2,947,604	-	\$0	\$0	\$0
DEC	5,554,123	9,656,730	\$772,538	\$0	\$772,538
Total	75,611,948	67,070,301	\$5,365,624	\$0	\$5,365,624

WESTERN PRICE SURVEY

[7] With Natural Gas Price Drops, Utility Announces Drop in Consumer Bills

Recent high wholesale Western natural gas prices translated into higher prices at the retail level, but as wholesale prices have softened, energy consumers might start seeing a reduction in their bills.

San Diego Gas & Electric said the February natural gas commodity price dropped 68 percent—from \$3.45 per therm in January to \$1.11 per therm. The utility expects the typical residential customer's gas bill to drop from \$225 in January to \$110 in February, it said in a Jan. 31 news release.

“High natural gas demand caused by cold weather coupled with the partial closure of a major third-party pipeline that provides gas to the West and limited gas storage in California has caused extreme volatility in gas prices,” SDG&E said.

The utility emphasized it neither sets nor profits from natural gas commodity prices. It said assistance programs can help residential customers struggling to pay their bills—an issue utilities throughout the region are experiencing ([California Energy Markets No. 1728](#)).

Indeed, natural gas prices this week were volatile.

Although many hubs ended January by jumping into double-digit prices, values tempered and prices generally fell by between 25 cents and \$4.18 in Jan. 26 to Feb. 2 trading. El Paso-San Juan Basin natural gas lost the most value, down \$4.18 to \$3.81/MMBtu. El Paso-Permian Basin gas proved the exception, adding 34 cents to reach \$2.28/MMBtu.

Henry Hub natural gas values shed 6 cents to \$2.65/MMBtu in trading. National working natural gas in storage was 2,583 Bcf as of Jan. 27, according to the U.S. Energy Information Administration. This is a net decrease of 151 Bcf compared with the previous week.

While Pacific Northwest peak power shed a few dollars across trading, other hubs gained between \$17.45 and as much as \$52.65. Palo Verde daytime power added the most, up \$52.65 to \$188.65/MWh, which was also the greatest regional price.

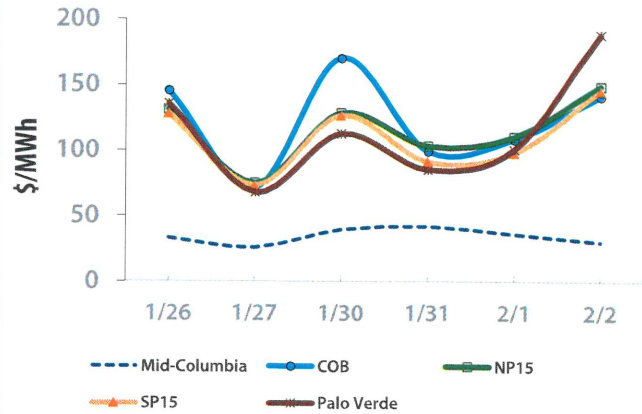
Off-peak power values generally posted gains. Palo Verde nighttime power added the most, up \$32 to \$168/MWh. California-Oregon Border off-peak power proved the exception, dropping \$25.50 to \$168/MWh.

California Independent System Operator demand reached 28,652 MW Jan. 30. Hybrid resources were added starting Feb. 1; however, CAISO said this caused its renewable-energy numbers to be inaccurate. It said all the data save that for Feb. 1 was accurate. The questionable data is not included in this price report (see graphic, next page).

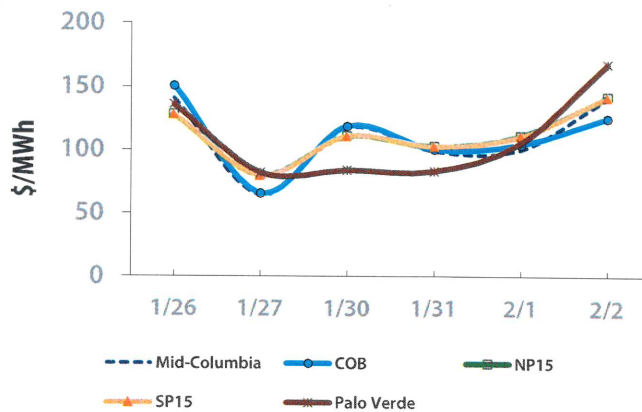
In January, the average high peak Henry Hub price was \$3.82/MMBtu, \$1.82 less than in 2022 (see “Price Trends,” next page). Peak Western natural gas prices exceeded \$20, with PG&E CityGate adding \$19.22 year over year at a peak of \$26.46/MMBtu.

Average Western peak power prices for January generally increased compared with the year prior. North and South of Path 15 daytime power each added about \$150 year over year. Mid-Columbia peak values moved down \$31.20 to \$43/MWh. **—Linda Dailey Paulson**

Average Peak Power Prices
Thurs., 01/26 - Thurs., 02/02



Average Off-Peak Prices
Thurs., 01/26 - Thurs., 02/02



Average Natural Gas Prices (\$/MMBtu)

	Thurs. 01/26	Tues. 01/31	Thurs. 02/02
Henry Hub	2.71	2.68	2.65
Sumas	6.64	9.82	4.23
Alberta	3.07	2.98	2.82
Malin	7.34	10.73	4.42
Opal/Kern	7.15	10.82	4.60
Stanfield	7.14	10.63	4.41
PG&E CityGate	8.03	11.87	5.43
SoCal Border	8.06	11.92	5.41
SoCal CityGate	8.32	12.67	5.96
EP-Permian	1.94	2.74	2.28
EP-San Juan	7.99	11.02	3.81

Power/gas prices courtesy Enerfax

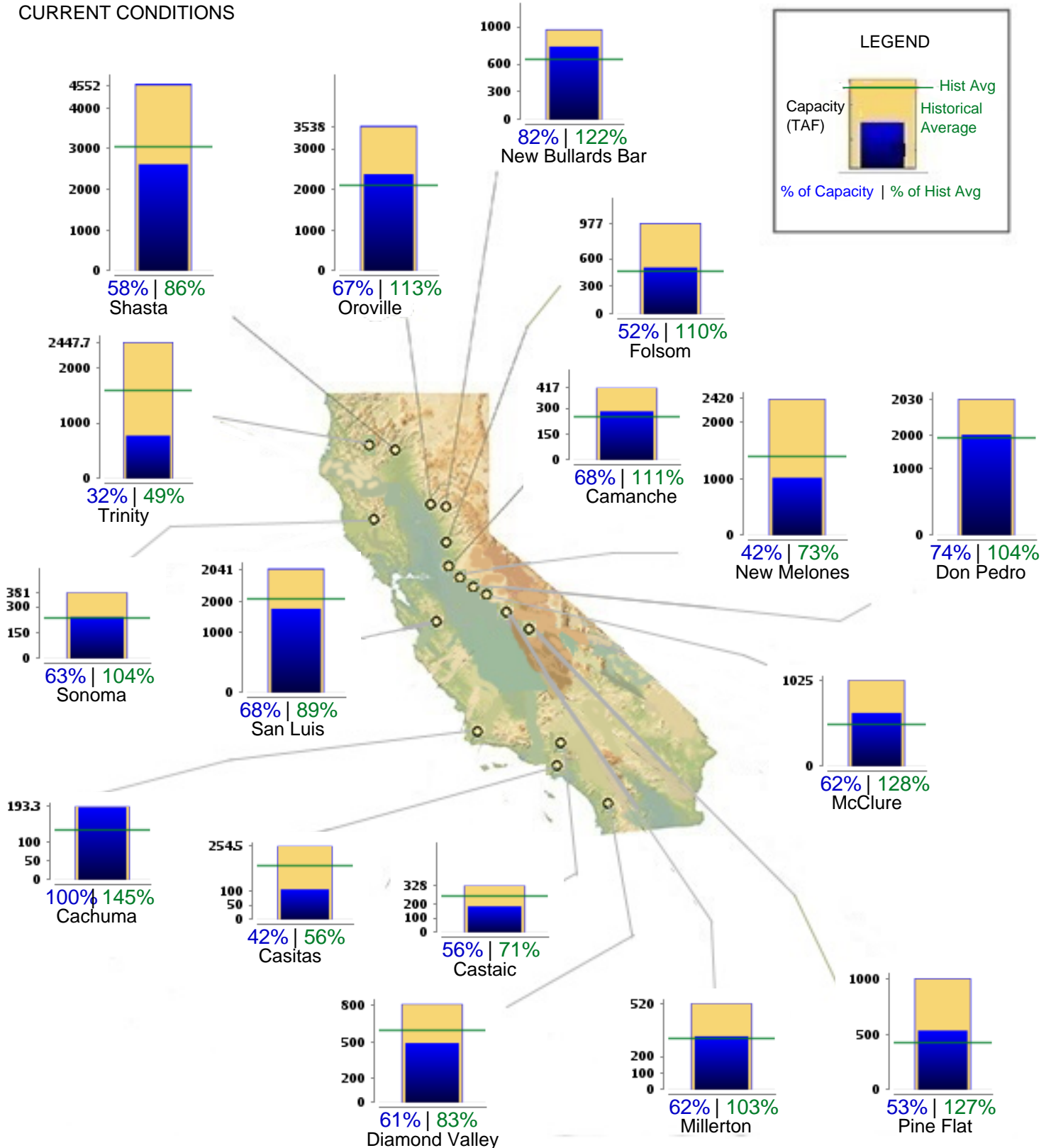


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - February 7, 2023

CURRENT CONDITIONS



SJB January Field Report

Juvenile Outmigration Monitoring

The Calaveras River rotary screw trap (RST) only operated two days during the month of January, and 177 Age 1+ (100-299 mm) *O. mykiss* were captured, increasing the season total to 761 (Figure 1). A total of 226 fish have been implanted with Passive Integrated Transponder (PIT) tags this season. Sampling at the Calaveras River RST was suspended for a month (January 6-February 6) due to flood control releases from New Hogan Dam.

The Stanislaus River RST at Oakdale (RM 40) began sampling on January 20 and a total of 7,889 juvenile Chinook salmon were captured during the last 10 days of the month (Figure 2). Daily catch ranged from 147 to 1,595 fish. RST monitoring at Caswell (RM 9) began on January 22 (operated by Pacific State Marine Fisheries Commission [PSMFC]), and a total of 47 juvenile Chinook salmon were captured during January (Figure 4). Releases from Goodwin Dam were elevated during most of January (peaking at 3,123 cfs) caused by a series of extremely wet storms. As conditions became drier, flows were reduced to approximately 200 cfs during last part of January.

On the Tuolumne River, RST monitoring near Waterford (RM 30) began on January 3, and as of January 31 a total of 2,066 juvenile salmon have been captured (Figure 4). RST monitoring at Grayson (RM 5) began on January 20, and a total of 43 juvenile salmon have been captured (Figure 5). Releases from La Grange Dam were approximately 170 cfs at the beginning of the month but increased to near 2,900 cfs as Don Pedro became encroached and flood control releases were required (Figure 4).

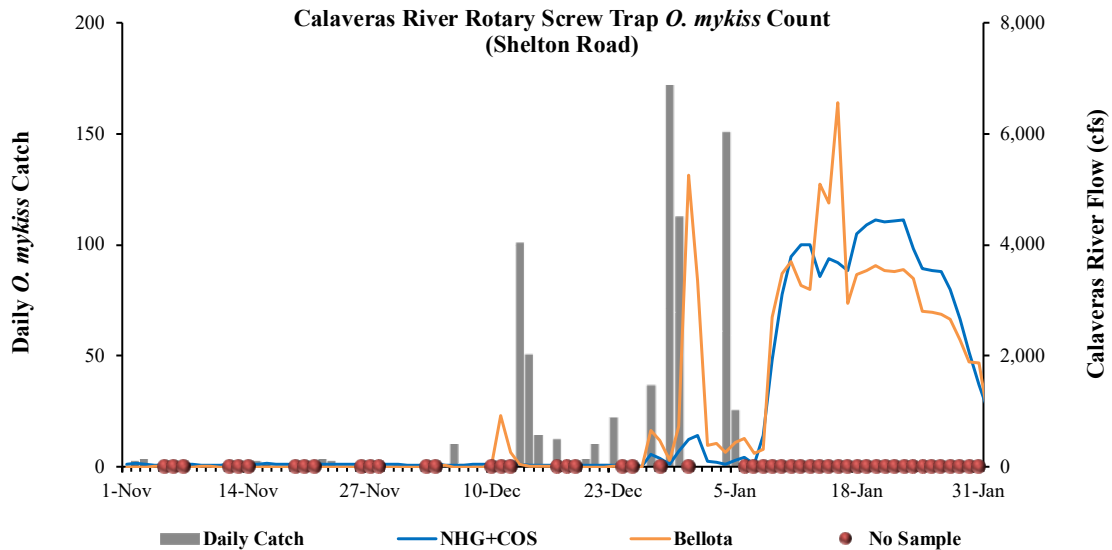


Figure 1. Daily *O. mykiss* catch at the Calaveras River rotary screw trap at Shelton Road and Calaveras River flow at New Hogan Dam (NHG) and Bellota (MRS).

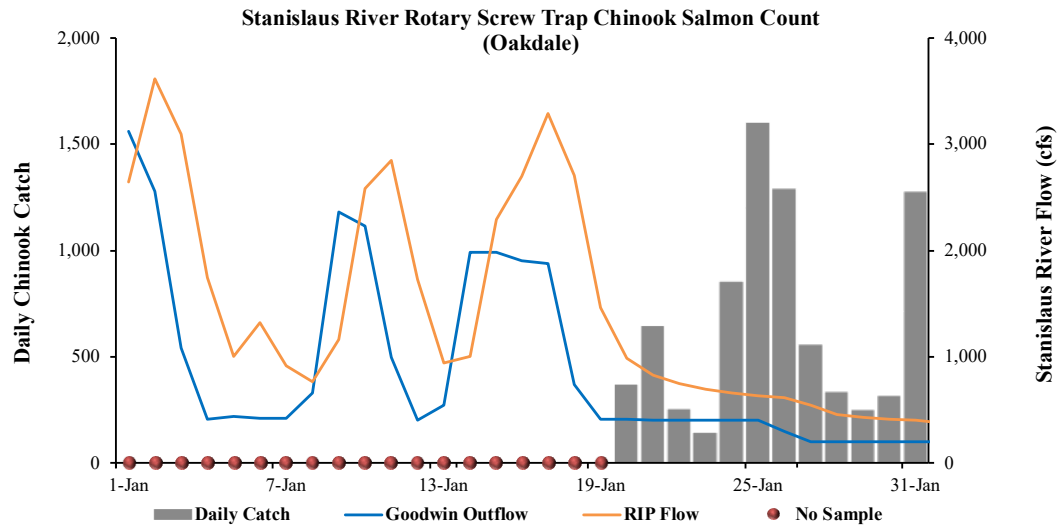


Figure 2. Daily Chinook salmon catch at the Stanislaus River rotary screw trap at Oakdale and Stanislaus River flow at Goodwin Dam (GDW) and Orange Blossom Bridge (OBB).

Adult Migration Monitoring

The Stanislaus River weir continued sampling during the month of January. Two Chinook passed upstream of the weir in January. Total escapement to the Stanislaus River in 2022 was 3,625 salmon which 40% less than the year before (Figure 6). Twenty-three percent of

salmon passing the weir had a clipped adipose fin (indicating hatchery origin), which is similar to the proportion observed over the last several years.

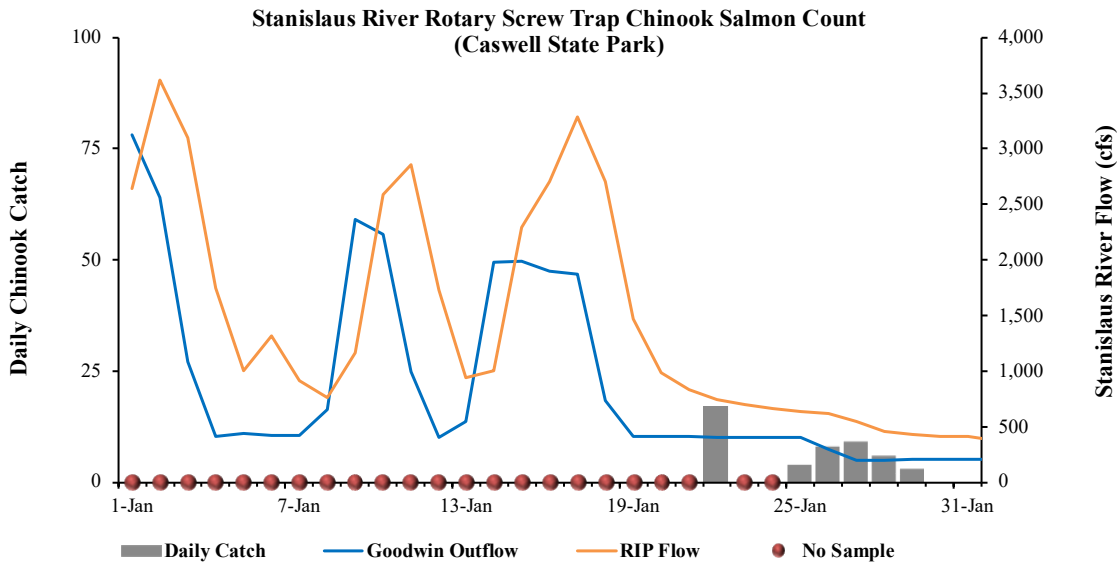


Figure 3. Daily Chinook salmon catch at the Stanislaus River rotary screw trap at Caswell and Stanislaus River flow at Goodwin Dam (GDW) and Ripon (RIP).

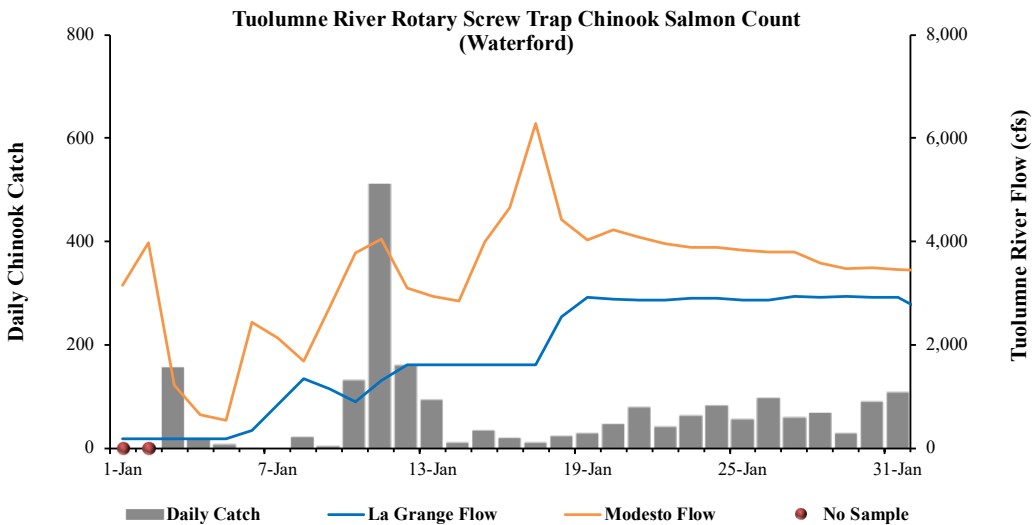


Figure 4. Daily Chinook salmon catch at the Tuolumne River rotary screw trap at Waterford and Tuolumne River flow at La Grange (LGN) and Modesto (MOD).

One *O. mykiss* was captured during January increasing the season total to three individuals passing the weir. Two of three *O. mykiss* passing the weir were also trapped in the upstream livebox to obtain additional measurements and insert a PIT tag. All the *O. mykiss* observed

thus far have been greater than 16 inches (classifying as steelhead), and all three fish had a clipped adipose fin (indicating hatchery origin).

The Tuolumne River weir sampling concluded on January 3 after river flows were forecasted to be too high to operate into the spring. A total of 689 salmon passed the Tuolumne River weir this season, a slight increase over the previous year (Figure 7). Twenty-one percent of the fish passing the weir were adipose fin clipped.

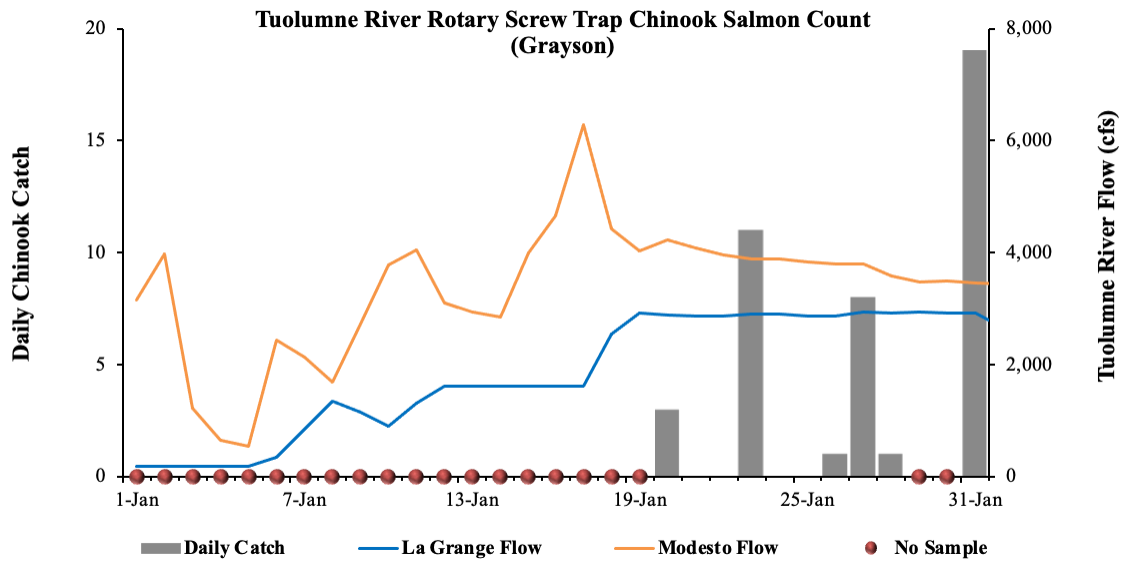


Figure 5. Daily Chinook salmon catch at the Tuolumne River rotary screw trap at Grayson and Tuolumne River flow at La Grange (LGN) and Modesto (MOD).

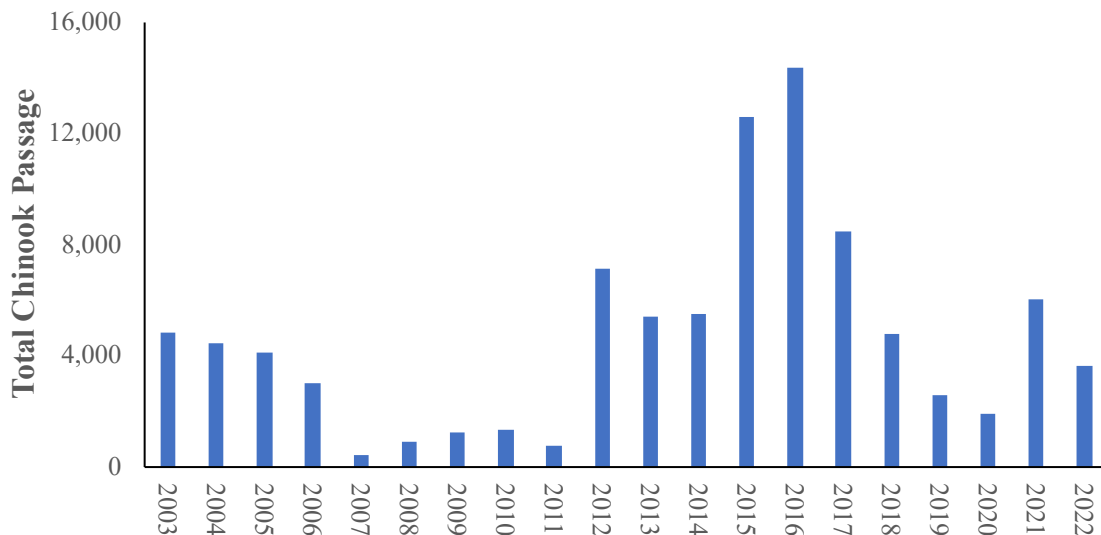


Figure 6. Fall-run Chinook salmon passage at the Stanislaus River weir, 2003-2022.

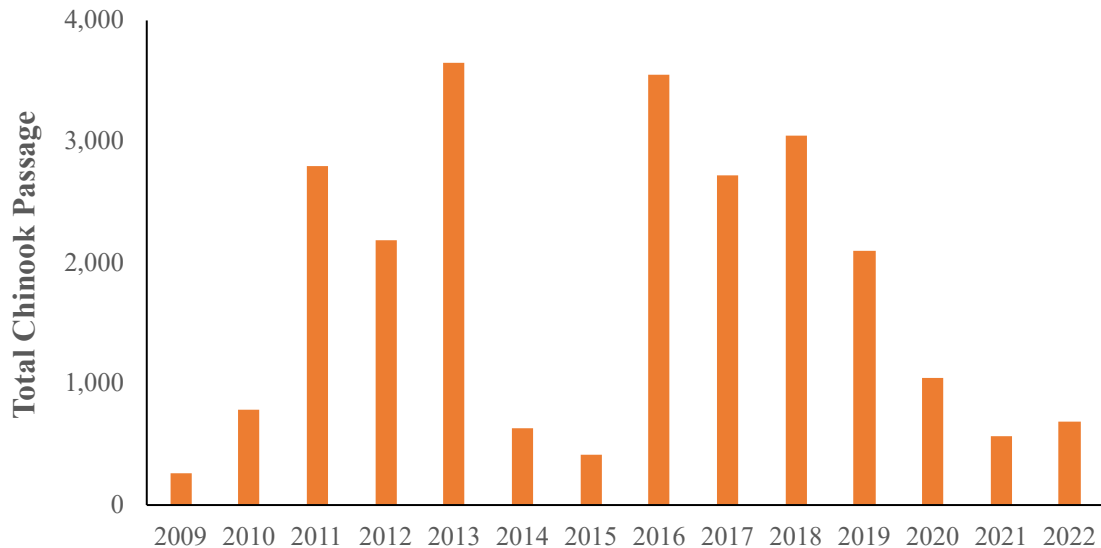


Figure 7. Fall-run Chinook salmon passage at the Tuolumne River weir, 2009-2022.

Stanislaus River Native Fish Plan

The first abundance survey for the 2023 Native Fish Plan (NFP) occurred from January 31-February 10. The abundance surveys will be conducted once per month through June, or as water temperatures allow.

San Joaquin River Predator Study

E-fishing in the south Delta was conducted from January 17-27. The goal of the project is to evaluate predators’ abundance, distribution, and feeding behavior in the South Delta. Target species include black bass, catfish and/or striped bass. All target species over four inches in length received a PIT tag. Target species catch (n=55) was dominated by largemouth bass, with a total of 54 individuals; an additional seven fish were only identified as black bass but were likely largemouth bass. One striped bass was captured during the sampling event. We collected stomach samples from 18 individuals, which will be visually and genetically analyzed to determine the contents, although small freshwater shrimp, macroinvertebrates, and juvenile sunfish continue to be the most commonly observed prey items. The stomachs of 32 additional fish were checked but were empty. Non-target species that were captured frequently included redear sunfish, bluegill sunfish, inland silversides, and golden shiners. One *O. mykiss* (adipose fin in tact) was captured during survey. We recaptured two tagged fish (both largemouth bass) at two sampling locations. Both of the recaptured fish were originally tagged during this project.

Four fyke traps will be installed later in February at Blewett (RM 76), Sturgeon Bend (RM 74), Alegre (RM 65), and Lorenzen (RM 61). We were hopeful of an early start this season, however, high San Joaquin River flows have delayed us this time.

TRI-DAM

POWER

AUTHORITY

REGULAR BOARD MEETING
AGENDA
TRI-DAM POWER AUTHORITY
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
FEBRUARY 16, 2023

Start time is immediately following the Tri-Dam Project meeting
which begins at 9:00 AM

South San Joaquin Irrigation District
11011 Highway 120
Manteca, CA 95366

*** SEE BELOW FOR INSTRUCTIONS REGARDING PUBLIC
COMMENT AND PARTICIPATION**

NOTICE: Coronavirus (COVID-19)

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com) ON MONDAY, FEBRUARY 13, 2023 AT 9:00 A.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 OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com).

**INFORMATION FOR MEETING DURING CONTINUED PROCLAIMED STATE
OF EMERGENCY**
(Effective 3/27/2020 – 2/28/2023):

*The location of the Tri-Dam meeting will be at the office of the South San Joaquin Irrigation District, 11011 Highway 120, Manteca. This facility is open to the public for meeting attendance, but seating is limited to maintain social distancing.

Members of the public who wish to participate, listen to, and provide comment on agenda items remotely can do so by clicking
<https://ssjid.zoom.us/j/98120276218?pwd=ZzZ0dkxhMGN4TFd2d2poZGhJemVvdz09> **or**
by calling (669) 900-9128, then entering 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
dbarney@ssjid.com **by 4:30 p.m., Wednesday, February 15, 2023.**

In addition to the conditions set forth above, the Tri-Dam Directors will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings.

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) 249-4623, 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 regular board meeting minutes of January 19, 2023.
2. Approve the January statement of obligations.

ACTION CALENDAR

ITEMS 3 - 8

3. Review and possible action to approve 2023 Investment Policy.
4. Consider adoption of Resolution TDPA 2023-03 Amending Reserves and Annual Distributions.
5. Consider adoption of Resoluton TDPA 2023-04 Distribution of Funds.
6. Review and possible action to approve the a capital budget adjustment for Siemens RTU replacement.
7. Review and possible action to change the time and/or date of the March regular meeting due to a scheduling conflict with the Oakdale Annual Ag Scholarship Luncheon.
8. Discussion and possible action regarding future Zoom meeting protocols given Proclaimed State of Emergency expires February 28, 2023.

ADJOURNMENT

ITEMS 9 - 10

9. Commissioner Comments.
10. Adjourn to the next regularly scheduled meeting.

BOARD AGENDA REPORT

Date: 2/16/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority January 2023 Minutes

RECOMMENDED ACTION: Review and possible approval of January 19, 2023 Minutes

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 REGULAR MEETING**

January 19, 2023
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 Doornenbal called the meeting to order at 10:48 a.m.

OID COMMISSIONERS

SSJID COMMISSIONERS

COMMISSIONERS PRESENT:

ED TOBIAS
HERMAN DOORNENBAL
TOM ORVIS
BRAD DeBOER
LINDA SANTOS

DAVE KAMPER
MIKE WESTSTEYN
GLENN SPYKSMA
DAVID ROOS
JOHN HOLBROOK

Also, Present:

Summer Nicotero, General Manager, Tri-Dam Project; Scot A. Moody, General Manager, Oakdale Irrigation District; Peter Rietkerk, General Manager, South San Joaquin Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Susan Larson, License Compliance Coordinator, Tri-Dam Project; Genna Modrell, Finance Asst., Tri-Dam Project; Chris Tuggle, Operations and Maintenance Manager, Tri-Dam Project; Steve Magney, Equipment Operator, Tri-Dam Project; Mia Brown, Counsel, SSJID; Tim O'Laughlin, Counsel.

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

- ITEM #1 Approve the regular board meeting minutes of December 15, 2022.**
- ITEM #2 Approve the December statement of obligations.**
- ITEM #3 Approve the Financial Statements for the eleven months ending November 30, 2022.**

Commissioner Weststeyn moved to approve items one through three on the consent calendar. Commissioner Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ACTION ITEMS

ITEM #4 Discussion and possible action to adopt Resolution TDPA 2023-01 Authorization for Maintenance of Deposit Accounts.

President Doornenbal presented Resolution TDPA 2023-01 Authorizing Maintenance of Bank Deposit Accounts adding General Manager Summer Nicotero and removing Jeff Shields.

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

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #5 Consider adoption of Resolution TDPA 2023-02 Electing New Officers.

Commissioner Orvis nominated Commissioner Spyksma as President. Commissioner Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

Commissioner Holbrook nominated Commissioner Tobias as Vice President. Commissioner Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #6 Consider adoption of Resolution TDPA 2023-03 Distribution of Funds.

Sharon Cisneros recommended tabling this item until February to allow time to re-evaluate the calculation laid out in the resolution.

Commissioner Santos moved to table this item until February. Commissioner Weststeyn seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #7 Discussion and possible action to authorize the General Manager to execute a Power Purchase Agreement with the City of Santa Clara.

After a brief discussion, Commissioner Weststeyn moved to approve authorize the General Manager to execute the Power Purchase Agreement with the City of Santa Clara and to update the records to reflect the correct contact information. Commissioner Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

ITEM #8 Discussion and/or possible action to reinstate Commissioner Santos for eligibility to serve on Tri-Dam Power Authority committees.

Commissioner Orvis moved to approve the reinstatement of Commissioner Santos to serve on committees. Commissioner Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: None

COMMUNICATIONS

ITEM #9 Commissioner Comments

Commissioner Spyksma thanked President Doornenbal for his outstanding service.

ADJOURNMENT

President Doornenbal adjourned the meeting at 11:03 a.m.

The next Board of Commissioners meeting is scheduled for February 16, 2023, 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 Project

BOARD AGENDA REPORT

Date: 2/16/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority January Statement of Obligations

RECOMMENDED ACTION: Recommend Approval of the January Statement of Obligations

BACKGROUND AND/OR HISTORY:

Submitted for approval is the January 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

January 1, 2023 to January 31, 2023

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

**Period Covered
January 1, 2023 to January 31, 2023**

Total Obligations: **4** **checks** **in the amount of** **\$1,191.27**
(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,

Glenn Spyksma, President Date

Summer Nicotero, Secretary Date

Authority

January Checks by Amount



Check	Vendor No	Vendor	Date	Description	Amount
208315	10500	OID ~ Routine	01/13/2023		594.03
208316	11343	Tim O'Laughlin	01/13/2023		90.00
208317	10547	Power Plan	01/13/2023		204.74
208318	11322	Weidmann Electrical Technology Inc.	01/13/2023		302.50
Report Total:					\$ 1,191.27

BOARD AGENDA REPORT

Date: 2/16/2023
Staff: Sharon Cisneros

SUBJECT: Tri-Dam Power Authority 2023 Investment Policy

RECOMMENDED ACTION: Recommend approval of Tri-Dam Power Authority 2023 Investment Policy

BACKGROUND AND/OR HISTORY:

Annually, the Investment Policy for Tri-Dam Power Authority is reviewed and updated as appropriate, and presented to the Board for approval. The Investment Policy details the underlying investment principles (Safety of Principal, Liquidity, and Yield), and is adopted in accordance with California Government Code §53607. This includes the delegation of authority to invest surplus funds to the Finance Manager and/or Interim for a one-year period.

The Investment Policy identifies the authorized Institutions to act as custodian of funds and securities for Tri-Dam, and the approved securities brokers / dealers.

Additionally, the Policy enumerates the types of investments that are authorized, in alignment with California Government Code §53601.

No changes have been made to the policy from the last version adopted January 20, 2022.

FISCAL IMPACT: N/A

ATTACHMENTS: Tri-Dam Power Authority 2023 Investment Policy

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

Policy Manual

POLICY TITLE: INVESTMENT POLICY
POLICY NUMBER: 2-2023-01

For the Year Ending December 31, 2023

1. **PURPOSE:** This policy sets forth Tri-Dam Power Authority's ("Tri-Dam" or "Authority") objectives, risk preferences, authorized instruments, and other requirements and interests for investing its funds. This investment policy is intended to promote a disciplined approach to investing, to provide accountability for Authority management, and to promote public trust in the Authority's investing practices.
2. **SCOPE:** This policy applies to the investment of all funds of the Authority, including operating and capital improvement funds and reserves. There are exceptions to some provisions of the policy for certain proceeds of bond funds because the provisions in a bond indenture dealing with investment of certain proceeds, such as a debt service reserve, are typically more restrictive than this policy. For example, the indenture may specify the trustee of invested proceeds, or may specify the eligible securities. Accordingly, proceeds of Authority debt are to be invested in accordance with the controlling resolution, indenture, or agreement.

The Authority does not invest the funds of other districts or public agencies.

3. **DELEGATION:** In accordance with California Government Code §53607, the Board of Commissioners, which is the legislative body of the Authority, delegates to the Finance Manager and/or Interim Finance Manager ("Treasurer") full authority to invest and reinvest the money of the Authority, and to sell or exchange securities, for the year ending December 31, 2023. The full text of §53607 is quoted below:

"The authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year."

4. **ADOPTION AND DURATION:** This policy is valid for one year and must be reviewed and approved by the Board of Directors annually in a public meeting. The term of this policy is from January 1, 2023 to December 31, 2023.

Amendments to this policy must follow the same process as adoption of this policy.

5. **OBJECTIVES:** The primary objectives are, in order of priority: safety of principal, liquidity, and yield. It is not possible to simultaneously maximize safety, liquidity, and yield; nor is it possible to maximize any one of these three objectives without disregarding one or both of the other two. Therefore, this policy seeks an appropriate balance of these three objectives by prioritizing them. A secondary objective may be local benefit, when such opportunity arises.

Safety of Principal

Safety of principal is the foremost objective. Investing shall be undertaken in a manner that seeks to avoid loss of principal on the portfolio as a whole. This shall be accomplished by controlling exposure to credit and interest rate risks.

Credit risk is the risk of loss due to the failure of the security issuer or guarantor. Credit risk will be mitigated by:

- a) Limiting investments to the types of instruments listed in Section 11 of this policy,
- b) Prequalifying the financial institutions, brokers, dealers, intermediaries, and advisors who will participate in the Authority's investing, and
- c) Diversifying the investment portfolio so the impact of losses from any single type of security or any one issuer is minimized.

Interest rate risk is the risk that the market value of securities will fall due to changes in market rates of interest. Interest rate risk will be mitigated by:

- d) Planning to hold securities to maturity by purchasing securities with maturity dates that do not exceed expected future cash requirements,
- e) Investing operating funds in short term securities, money market funds, the Local Agency Investment Fund, and other investment funds and pools with similar liquidity, and
- f) Limiting the average maturity of the portfolio in accordance with Section 10 of this policy.

Liquidity

The investment portfolio shall remain sufficiently liquid to meet all cash requirements of Tri-Dam that may be reasonably anticipated. This is accomplished by planning the maturities of investments to match expected dates of future occasions when it will be necessary to supplement the Authority's cash balances and/or distribute funds to the Districts. Furthermore, since it is not feasible to anticipate all possible future cash needs, the portfolio shall consist largely of securities with active secondary markets, and deposits with money market funds, or the Local Agency Investment Fund, and other investment funds and pools with similar liquidity.

Yield

Because pursuit of yield is subordinate to safety of principal, and to liquidity, and because yield is always a function of the degrees of risk and liquidity assumed, the Authority's

objective is to attain a rate of return which approximates the prevailing market yield for the types of investments in the portfolio. The Authority seeks a market yield commensurate with the fact that the preponderance of the portfolio is in low risk, liquid investments. Predictability of yield will be enhanced by purchasing securities with the intent of holding them to maturity. Securities may be sold before their maturity in the following circumstances:

- g) An investment with an increasing credit risk may be sold early to reduce possible loss of principal,
- h) If a security swap would improve the quality, yield, or target duration of the portfolio, or
- i) Liquidity needs of the portfolio require the security to be sold.

6. AUTHORIZED INSTITUTIONS: Oak Valley Community Bank, and the State of California Local Agency Investment Fund are currently authorized depositories and custodians.

7. ETHICAL STANDARDS: The “prudent person” standard is the standard of care to be used in managing the overall portfolio. According to the Government Finance Officers Association, the prudent person standard states that, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individuals with whom business is conducted on behalf of the District.

8. INTERNAL CONTROLS: The Treasurer is responsible for establishing and maintaining a system of internal control over investment activities. The generally accepted definition of internal control is provided by COSO (The Committee of Sponsoring Organizations of the Treadway Commission):

Internal control is a process, effected by an entity’s board of directors, management and other personnel, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

- a) *Effectiveness and efficiency of operations*
- b) *Reliability of financial reporting*
- c) *Compliance with applicable laws and regulations*

The primary internal control measure over investing is this policy. The first objective in the

definition (effectiveness and efficiency of operations) includes safeguarding of assets, which addresses one of the most important risks in investing: loss through theft, fraud, or undue investment risks. Although a perfect system of internal control is not possible because of limited personnel and other resources, the Treasurer will establish internal control measures to the extent practicable. Those measures will be designed to address:

- d) Risk of collusion
- e) Potential conflict between transaction authority versus accounting and reporting responsibilities
- f) Custodial safekeeping
- g) Avoidance of physical delivery of securities
- h) Clear delegation of authority to subordinate staff members
- i) Written confirmations for transactions
- j) Dual authorizations of wire transfers
- k) Reporting of investing results
- l) Limitations on permissible investments
- m) Ethical standards
- n) Mitigation of investment risks

The annual audit will include a report on internal controls.

- 9. REPORTING:** For any funds not on deposit with Oak Valley Community Bank or invested with State of California Local Agency Investment Fund, the Treasurer will make a monthly report to the General Manager and the Board of Directors describing all investing transactions for the one-month period as required by California Government Code §53607. The Treasurer will also make a quarterly report to the General Manager and the Directors. The minimum content required of the quarterly report is established by California Government Code §53646(b). Accordingly, the quarterly report shall include for each investment:

- a) Type of instrument
- b) Issuer
- c) Maturity date
- d) Par value
- e) Cost
- f) Credit rating at the time of the report
- g) Market value (except investments in LAIF)
- h) Source of the market valuation
- i) Description of any funds or investments under the management of outside parties such as LAIF

In addition to the minimum required content, the quarterly report will also include a statement of compliance of the portfolio to this investment policy, any deviations from full compliance, and a statement of the Authority's ability to fund expenditures for the next six months. If the Authority is unable to fund expenditures for the next six months, an explanation of why funds will or may be insufficient must also be included.

- 10. RISK MITIGATION:** The overall investment portfolio will be managed to mitigate credit risk, market risk, and liquidity risk. To better manage liquidity, the overall portfolio is divided into two segments:

- a) Cashflow Supplement: An ongoing source of ready liquidity to supply cashflow for operations and capital expenditures.
- b) Reserves: Funds not needed for current cashflow.

The allocation of the portfolio between these two segments will be reconsidered quarterly in view of anticipated cash flow requirements. Resulting adjustments to the liquidity of the portfolio will be made as soon as practicable with due consideration to the other primary objectives of safety of principal and yield.

The cashflow supplement segment shall be invested in LAIF, U. S. Treasury bills, federal agency discount notes, or other instruments, which are cash and cash equivalent investments allowed by Section 11 of this policy. Cash and cash equivalents are generally certain investments with a maturity of less than three months including bank deposits, money market funds, LAIF, U.S. Treasury bills, Federal Agency discount notes, and other highly liquid, short-duration products. Any amount of the supplement segment of the portfolio may be invested in LAIF.

To the extent that the portfolio is not invested in LAIF, the portfolio will comply with the following risk mitigation measures:

- c) The Authority follows a passive investment strategy, which means Authority personnel are not required to make an active effort to analyze and predict the future with respect to interest rates, market perceptions, or changes in the yield curve. While this can result in lower yields, it provides some protection against losses due to market timing errors that can result from active management.
- d) The Authority follows a buy and hold strategy where securities are purchased with the intent to hold them to maturity. This provides protection against interest rate risk.
- e) The Authority may diversify maturities by following a laddering strategy where roughly equal portions of the reserve segment are allotted to each of several maturities subject to the maturity restrictions in items g) and h) below in this enumerated list. A laddered portfolio provides a regular source of liquidity through its schedule of maturities, averages the effects of changing interest rates, and provides some protection from reinvestment risk. The schedule of maturities should be modified as necessary to meet anticipated future cash needs. The laddering strategy may be adjusted based upon to anticipated cash flow requirements or yield curve trends.
- f) As required by state law, deposits in banks, thrift institutions, and credit unions will be collateralized for the portion of the balance that exceeds federal deposit insurance.
- g) The maturity of any single security will not exceed 5 years at the time of investment.
- h) The dollar weighted average maturity of the entire portfolio will not exceed 3 years.
- i) The Authority diversifies the types of investments by not exceeding the maximum percentage of the entire portfolio allowed by California Government Code §53601 for each investment type as enumerated in Section 11 of this policy.

- j) The Authority mitigates credit risk by not exceeding the maximum percentage of a creditor's total issuance allowed by California Government Code §53601 and detailed in Section 11 of this policy.

11. AUTHORIZED INVESTMENTS: The following partially edited excerpt from the California Government Code §53601 enumerates the investments authorized for the Authority.

Begin Excerpt.

- (a) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.
 - (b) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
 - (c) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.
 - (d) Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
 - (e) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
 - (f) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
 - (h) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or (2):
 - (1) The entity meets the following criteria:
 - (A) Is organized and operating in the United States as a general corporation.
 - (B) Has total assets in excess of five hundred million dollars (\$500,000,000).
 - (C) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by an NRSRO.
 - (2) The entity meets the following criteria:
 - (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company.
 - (B) Has program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
 - (C) Has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.
- Eligible commercial paper shall have a maximum maturity of 270 days or less. Local agencies, other than counties or a city and county, may invest no more than 25 percent of their moneys in eligible commercial paper. Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper of any single

issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635.

(i) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposit do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section 53638. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the moneys are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or a person with investment decision-making authority in the administrative office manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.

(k) Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by an NRSRO. Purchases of medium-term notes shall not include other instruments authorized by this section and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

(l) (1) Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and that comply with the investment restrictions of this article and Article 2 (commencing with Section 53630). However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily.

(2) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.).

(3) If investment is in shares issued pursuant to paragraph (1), the company shall have met either of the following criteria:

(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.

(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and with assets under management in excess of five hundred million dollars (\$500,000,000).

(4) If investment is in shares issued pursuant to paragraph (2), the company shall have met either of the following criteria:

(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.

(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).

(5) The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include commission that the companies may charge and shall not exceed 20 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one mutual fund pursuant to paragraph (1).

(m) Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

(n) Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest in securities of the types listed by Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.

End Excerpt

If an investment of Tri-Dam becomes an unauthorized investment, management will seek to liquidate the unauthorized investment at the earliest opportunity that is consistent with the three primary objectives of safety of principal, liquidity, and yield.

END OF POLICY

BOARD AGENDA REPORT

Date: February 16, 2023

Staff: Sharon Cisneros

SUBJECT: Resolution TDPA 2023-03 Amending Tri-Dam Power Authority Reserves and Annual Distributions

RECOMMENDED ACTION: Approve Resolution TDPA 2023-03 Amending Tri-Dam Power Authority Reserves and Annual Distributions

BACKGROUND AND/OR HISTORY:

In 2010, Resolution TDPA-2010-04 established Tri-Dam Power Authority's (Authority) Maintenance Reserve beginning amount of \$17,377. The resolution provided for the replenishment of the Maintenance Reserve in the amount rounded to the nearest \$50,000 annually based on CPI with no maximum amount set to achieve. An Operating reserve was also established at \$1 million.

When the Tri-Dam Project reserves were reconsidered in February 2022, the Authority reserves were not revised. Based on distribution calculations, the maintenance reserve fund has not been funded since 2018, however, the operating reserve has remained at \$1 million. Currently, the total Reserve funds total just under \$1.1 million and are held at LAIF.

The Advisory Committee, on February 7, 2022, discussed the ultimate consolidation of Tri-Dam Project and Tri-Dam Power Authority and combining the consolidated reserve account balances at \$15 million. When the consolidation was determined to be no longer viable, the Authority reserve balance and open-ended funding balance were not addressed. The end result of not amending the Reserve policy would be an eventual 100% reserved funds in the fund balance.

The attached amending resolution sets the reserves at \$1,000,000 as a maintenance reserve fund and also established available funds for distribution as those in excess of the maintenance reserve fund plus operating cash requirements of \$1,000,000.

The amendment simplifies the administration of the reserve funding and establishes reserve levels consistent with prior years and in the best interests of the Districts.

FISCAL IMPACT: none

ATTACHMENTS: Resolution TDPA 2023-03

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
RESOLUTION NO. TDPA-2023-03
RESOLUTION AMENDING RESERVES AND ANNUAL
DISTRIBUTIONS**

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

WHEREAS, Commissions have adopted Authority Resolution 2010-04, dated October 21, 2010 “Resolution Establishing Reserve Funds and Annual Distributions for Tri-Dam Power Authority” and

WHEREAS, the Commissioners find that Reserves should be established at a level consistent with the risk of substantial failure, obsolescence of major infrastructure assets, maintaining sufficient operating cash, and stabilization of distributions to the Districts:

NOW THEREFORE, the Board of Commissioners of the Tri-Dam Power Authority 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. Tri-Dam Power Authority Resolution 2010-04 is hereby rescinded/superseded:
3. Authority Reserves shall be established at an amount of \$1,000,000 as an Maintenance Reserve;
4. The repayment for the Maintenance Reserve shall be established at a rate of \$50,000 annually should the reserve account drop below \$1,000,000;

District distributions each January shall be made from Available Funds. Available Funds are defined as all cash and investments held by Authority, less the Maintenance Reserve plus operating cash requirements of \$1,000,000.

PASSED AND ADOPTED by the Board of Commissioners of the Tri-Dam Power Authority this 16th day of FEBRUARY 2023 by the following vote:

OAKDALE IRRIGATION DISTRICT

AYES:

NOES:

ABSENT:

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

AYES:

NOES:

ABSENT:

TRI DAM POWER AUTHORITY

Glenn Spyksma, President

Summer Nicotero, Secretary

TRI-DAM POWER AUTHORITY RESOLUTION NO. TDPA-2010-04
OAKDALE IRRIGATION DISTRICT
SOUTH SAN JOAQUIN IRRIGATION DISTRICT
RESOLUTION ESTABLISHING RESERVES FUNDS & ANNUAL
DISTRIBUTIONS FOR TRI-DAM POWER AUTHORITY

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 Commission of the Tri-Dam Power Authority (Authority) adopt this Resolution.

WHEREAS, Tri-Dam Power Authority is a Joint Powers Authority of the Oakdale Irrigation District and of the South San Joaquin Irrigation District and is managed and operated as an independent business activity of the Districts with the revenues, costs, benefits, liabilities, and risks shared equally between the Districts and,

WHEREAS, the Authority, through its General Manager, operates the Authority facilities consisting of dams, tunnels, powerhouses, and related facilities. Some of the facilities having been constructed in the late 1950s and some of the facilities having been constructed in the 1980s with an approximate replacement cost of \$60,000,000 and average annual gross revenues of \$7,000,000 and,

WHEREAS, the Districts rely on periodic and on-going cash transfers from the Authority's net revenues which are used for District purposes and,

WHEREAS, consistent with sound utility, business, and economic principals and practice it is necessary and appropriate for the Authority to establish reserves for the maintenance, repair, and replacement of the facilities, for risk of loss of revenues, and for future improvements and,

WHEREAS, there may exist in the Authority, funds that are excess to the Authority's business needs and that the Districts desire that the Authority General Manager manage, invest, and distribute such funds for the benefit of the Authority and the Districts.

NOW THEREFORE BE IT RESOLVED that the Authority Commission

1. Determines that it is prudent and desirable to establish **Authority Reserves**;
2. Determines that, based on the replacement value and risk exposure of critical elements of the facilities and the exposure to loss of revenue and net revenue that would result from any outage, it is prudent and desirable to establish a **Maintenance Reserve** in the base amount of \$ 17,377.00 and that such reserve amount should increase annually in an amount, rounded to the nearest \$50,000, based on the Consumer Price Index for the San Jose-San Francisco urban area (or comparable index) reported "as-of", or closest to, July 1st each year applied to the base amount as increased from year to year;

3. Determines that an amount of \$1,000,000 shall be held for future operating expenses as an **Operating Reserve**;
4. Determines that funds in excess of the **Maintenance Reserve** and the **Operating Reserve** (rounded to the nearest \$200,000), may by operation of a distribution Resolution of the Joint Boards, be transferred in equal shares to each District, and that such distribution Resolution shall be considered annually at the December Joint Board Meetings.

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 POWER AUTHORITY this 21st day of OCTOBER 2010 by the following vote:

OAKDALE IRRIGATION DISTRICT

AYES: Alpers, Bairos, Clark

NOES:

ABSENT: Doornenbal, Webb

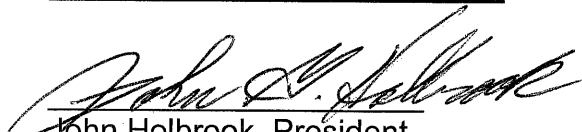
SOUTH SAN JOAQUIN IRRIGATION DISTRICT

AYES: Holbrook, Kuil


NOES: Roos

ABSENT: Kamper, Schulz

TRI DAM POWER AUTHORITY


John Holbrook, President


Frank Clark, Vice President


Dan Pope, Secretary

BOARD AGENDA REPORT

Date: February 16, 2023
Staff: Sharon Cisneros

SUBJECT: Tri-Dam Power Authority Annual Distribution

RECOMMENDED ACTION: Adopt Resolution TDPA 2023-04 approving the Annual Distribution to Oakdale Irrigation District and South San Joaquin Irrigation District

BACKGROUND AND/OR HISTORY:

In an agenda item earlier in this meeting, the Tri-Dam Power Authority Board adopted a resolution amending the required reserve fund balances for the Authority, providing for repayment of the reserves when below \$1,000,000, and the distribution of excess funds. Annually the Authority will distribute excess and available funds as of December 31st to Oakdale Irrigation District and South San Joaquin Irrigation District in January of the following year to allow for reconciliations to be completed.

The Reserve funds for the Authority total \$1,096,841 and are held in the LAIF fund. No transfers are required as of December 31, 2022, to comply with the policy.

The remaining available funds as calculated on the attached Tri-Dam Power Authority Distribution Worksheet total \$4,400,000 which results in a distribution to each District of \$2,200,000.

FISCAL IMPACT: \$4,400,000

ATTACHMENTS: Tri-Dam Power Authority Distribution Worksheet
Tri-Dam Power Authority Resolution TDPA 2023-04

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

January 2023 Distribution

Cash and Investments	<u>12/31/2022</u>	<u>12/31/2021</u>
Cash in Bank	5,412,224	1,703,671
LAIF	1,096,841	89,593
Revenue Fund	-	1,000,000
Replacement Reserve	-	22,000
Total Cash & Investments	<u>6,509,065</u>	<u>2,815,264</u>
 Less:		
Reserves	(1,096,841)	(1,022,000)
Day-to-Day Operating Cash	<u>(1,000,000)</u>	<u>(1,000,000)</u>
	<u>(2,096,841)</u>	<u>(2,022,000)</u>
 Excess and Available Funds	 4,412,224	 793,264
 Distribution per District (rounded)	 2,200,000	 400,000

Total Distributions - Authority					
2017	2018	2019	2020	2021	2022
1,384,000	7,383,000	4,868,000	4,400,000	400,000	2,200,000

**TRI-DAM POWER AUTHORITY
RESOLUTION NO. TDPA 2023-04**

**RESOLUTION AUTHORIZING ANNUAL
FUND DISTRIBUTION TO DISTRICTS**

BE IT RESOLVED, that the Board of Commissioners of the Tri-Dam Power Authority (“Board”) adopt this Resolution.

WHEREAS, the Board has received and reviewed written information pertaining to the amount of current financial reserves of Tri-Dam Power Authority; and,

WHEREAS, there are excess and available funds remaining on December 31, 2022 after all expenses and obligations of the Authority, and after all requirements for the funding of reserve accounts have been met; and,

WHEREAS, the Board finds that funds are being held by Tri-Dam Power Authority that are in excess of the Authority’s current and near-term business needs; and,

WHEREAS, the Board finds that such excess funds may be more beneficially applied to the Irrigation Districts’ needs and requirements.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners

1. Determines that funds in the total amount of \$4,400,000 are available for distribution to the Districts;
2. Directs that such distribution shall be made no later than February 28, 2023.
3. Directs the Tri-Dam Power Authority General Manager and Interim Finance Manager to make such distribution, one-half to each District, in a time and manner as is reasonably practical pursuant to the terms of this Resolution.

PASSED AND ADOPTED by the Board of Commissioners of the TRI-DAM POWER AUTHORITY this 16th day of February 16, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

TRI-DAM POWER AUTHORITY

Glenn Spyksma, President

Summer Nicotero, Secretary

BOARD AGENDA REPORT

Date: 2/16/2023
Staff: Chris Tuggle

SUBJECT: 2023 TDPA Capital Budget Adjustment for RTU Upgrade

RECOMMENDED ACTION: Approve a Capital Budget Adjustment for the Replacement of the Existing Siemens RTUs

BACKGROUND AND/OR HISTORY:

This project was approved in March 2022.

RTU:

The RTUs (Remote Terminal Units) receives operating signals from various Tri-Dam locations for the control and monitoring of our equipment. That data is then sent over the microwave communications link through the antennas to the Strawberry office and the SCADA (Supervisory Control and Data Acquisition) system, monitored 24/7 by a control room operator. Based on the signals received, the operator will make adjustments for the proper operation of the equipment and review incoming information for potential equipment failure and emergency responses needed to ensure public safety and equipment reliability.

The existing Siemens RTUs are outdated, and the repair parts are no longer available. We request replacing these units with the latest version of the Siemens RTUs. Using Siemens equipment will help make the installation less complicated, simplify the programming and wiring process, and take less time to change out the RTUs. Choosing Siemens would mean that this project is a sole source vendor, but it would also limit the amount of downtime and make the equipment available for producing energy and revenue.

The RTU upgrade will allow us to control field devices more efficiently, better understand the equipment, and give us the ability to purchase a system historian program to track the performance of our operations.

A purchase order was issued to Geo. E. Honn Company in May of 2022, but due to Vendor supply chain issues, we have yet to receive any of the hardware for the installation of the RTUs.

FISCAL IMPACT: Adjust the 2023 Capital Budget to carryover the 2022 budgeted cost of the RTU Upgrade in the amount of \$35,000.

ATTACHMENTS: Quote from Geo. E. Honn Co., Inc.

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)



Geo. E. Honn Co., Inc.

853 A Cotting Court
 Vacaville, CA 95688
 Phone: (707) 455-0241 Fax: (707) 455-0245
 Website: <https://www.honn.com>

E-mail message sent 02-09-2023

To: Tri-Dam Project
Attn: Chris Tuggle
From: Karen Braida
Subj: Siemens Industry, Inc. Quotation

Factory Quote #: SF20123043 Rev 5
Honn Quote #: SAM2140
Type: Firm

Dear Chris,

The following is the quotation you requested:

Pos	Part Number / Description	Customer Material Code	Qty	Unit Price	Ext Total
1	6MF2805-0AA00 CP-8050 Processor Module extendable with CI-85xx Beardsley PH	N/A	1.00	\$3 ,613.00	\$3 ,613.00
2	6MF2862-2AA00 PS-8622 - PS-8622 Power Supply DC 110 V to 220 V (12W) Beardsley PH	N/A	4.00	\$519.00	\$2 ,076.00
3	6MF2832-0AA00 AI-8320 - AI-8320 Analog Input: 4x, +/- 20mA, +/- 10V Beardsley PH	N/A	11.00	\$423.00	\$4 ,653.00
4	6MF2811-2AA00 DI-8112 - DI-8112 Binary Input, 2x8, DC 110 V, 1ms Beardsley PH	N/A	7.00	\$329.00	\$2 ,303.00
5	6MF2821-2AA00 DO-8212 - DO-8212 Binary Output Beardsley PH	N/A	4.00	\$306.00	\$1 ,224.00
6	6MF2883-0AA00 CM-8830 SICAM I/O Module LED Beardsley PH	N/A	2.00	\$287.00	\$574.00
7	6MF2853-2AA00 CI-8532 - CI8532 SICAM I/O Remote Interface module electrical DC 110-220V Beardsley PH	N/A	2.00	\$1 ,033.00	\$2 ,066.00
8	Plate Adapter Beardsley PH	N/A	3.00	\$900.00	\$2 ,700.00
9	Bornes/Terminals Beardsley PH Site Total \$20,109.00	N/A	3.00	\$300.00	\$900.00
10	6MF2805-0AA00 CP-8050 Processor Module extendable with CI-85xx Southern PH	N/A	1.00	\$3 ,613.00	\$3 ,613.00
11	6MF2862-0AA00 PS8620 - Power Supply DC 24 V to 60 V (45W)	N/A	3.00	\$506.00	\$1 ,518.00
12	6MF2832-0AA00 AI-8320 - AI-8320 Analog Input: 4x, +/- 20mA, +/- 10V Southern PH	N/A	5.00	\$423.00	\$2 ,115.00
13	6MF2821-2AA00 DO-8212 - DO-8212 Binary Output Relay 8 x DC 24...220 V/AC 230 V Southern PH	N/A	3.00	\$306.00	\$918.00
14	6MF2883-0AA00 CM-8830 SICAM I/O Module LED Southern PH	N/A	2.00	\$287.00	\$574.00

Pos	Part Number / Description	Customer Material Code	Qty	Unit Price	Ext Total
15	6MF2853-0AA00 CI-8530 - SICAM I/O Remote Interface Module electrical DC 24-60V	N/A	1.00	\$1,033.00	\$1,033.00
16	6MF2811-0AA00 DI-8110 - Binary Input 2 x 8, DC 24 V	N/A	8.00	\$309.00	\$2,472.00
17	Plate Adapter Southern PH	N/A	2.00	\$300.00	\$600.00
18	Bornes/Terminals Southern PH Site Total \$13,043.00	N/A	2.00	\$100.00	\$200.00
19	6MF2805-0AA00 CP-8050 Processor Module extendable with CI-85xx GoodWin Dam	N/A	1.00	\$3,613.00	\$3,613.00
20	6MF2862-0AA00 PS8620 - Power Supply DC 24 V to 60 V (45W) GoodWin Dam	N/A	3.00	\$506.00	\$1,518.00
21	6MF2832-0AA00 AI-8320 - Analog Input: 4x, +/- 20mA, +/- 10V GoodWin Dam	N/A	8.00	\$423.00	\$3,384.00
22	6MF2853-0AA00 CI-8530 - SICAM I/O Remote Interface Module electrical DC 24-60V GoodWin Dam	N/A	1.00	\$1,033.00	\$1,033.00
23	6MF2811-0AA00 Binary Input 2 x 8, DC 24 V GoodWin Dam	N/A	1.00	\$309.00	\$309.00
24	6MF2821-2AA00 DO-8212 - Binary Output 2 x 8 DC 24 V GoodWin Dam	N/A	6.00	\$306.00	\$1,836.00
25	6MF2883-0AA00 CM-8830 SICAM I/O Module LED GoodWin Sub	N/A	1.00	\$287.00	\$287.00
26	Plate Adapter GoodWin Dam	N/A	2.00	\$300.00	\$600.00
27	Bornes/Terminals GoodWin Dam Site Total \$12,780.00	N/A	2.00	\$100.00	\$200.00
28	6MF2805-0AA00 CP-8050 Processor Module extendable with CI-85xx Tulloch PH	N/A	1.00	\$3,613.00	\$3,613.00
29	6MF2862-2AA00 PS-8622 - Power Supply DC 110 V to 220 V (12W) Tulloch PH	N/A	6.00	\$519.00	\$3,114.00
30	6MF2832-0AA00 AI-8320 - Analog Input: 4x, +/- 20mA, +/- 10V Tulloch PH	N/A	11.00	\$423.00	\$4,653.00
31	6MF2853-2AA00 CI-8532 - SICAM I/O Remote Interface module electrical DC 110-220V Tulloch PH	N/A	4.00	\$1,033.00	\$4,132.00
32	6MF2811-2AA00 DI-8112 - Binary Input, 2x8, DC 110 V, 1ms Tulloch PH	N/A	10.00	\$329.00	\$3,290.00
33	6MF2821-2AA00 DO-8212 - Binary Output 2 x 8 DC 24 V Tulloch PH	N/A	10.00	\$306.00	\$3,060.00
34	6MF2883-0AA00 CM-8830 SICAM I/O Module LED Tulloch PH	N/A	3.00	\$287.00	\$861.00
35	Plate Adapter Tulloch PH	N/A	5.00	\$300.00	\$1,500.00
36	Bornes/Terminals Tulloch PH Site Total \$24,723.00	N/A	5.00	\$100.00	\$500.00

Pos	Part Number / Description	Customer Material Code	Qty	Unit Price	Ext Total
37	6MF2805-0AA00 CP-8050 Processor Module extendable with CI-85xx Donnells Dam	N/A	1.00	\$3,613.00	\$3,613.00
38	6MF2862-0AA00 PS8620 - Power Supply DC 24 V to 60 V (45W) Donnells Dam	N/A	2.00	\$506.00	\$1,012.00
39	6MF2832-0AA00 AI-8320 - Analog Input: 4x, +/- 20mA, +/- 10V Donnells Dam	N/A	3.00	\$423.00	\$1,269.00
40	6MF2811-0AA00 Binary Input 2 x 8, DC 24 V Donnells Dam	N/A	2.00	\$309.00	\$618.00
41	6MF2821-2AA00 DO-8212 - Binary Output 2 x 8 DC 24 V Donnells Dam	N/A	2.00	\$306.00	\$612.00
42	6MF2883-0AA00 CM-8830 SICAM I/O Module LED Donnells Dam	N/A	1.00	\$287.00	\$287.00
43	Plate Adapter Donnells Dam	N/A	1.00	\$300.00	\$300.00
44	Bornes/Terminals Donnells Dam Site Total \$7,811.00	N/A	1.00	\$100.00	\$100.00
45	6MF2805-0AA00 CP-8050 Processor Module extendable with CI-85xx Donnells PH	N/A	1.00	\$3,613.00	\$3,613.00
46	6MF2862-2AA00 PS-8622 - Power Supply DC 110 V to 220 V (12W) Donnells PH	N/A	4.00	\$519.00	\$2,076.00
47	6MF2832-0AA00 AI-8320 - Analog Input: 4x, +/- 20mA, +/- 10V Donnells PH	N/A	7.00	\$423.00	\$2,961.00
48	6MF2811-2AA00 DI-8112 - Binary Input, 2x8, DC 110 V, 1ms Donnells PH	N/A	7.00	\$329.00	\$2,303.00
49	6MF2821-2AA00 DO-8212 - Binary Output 2 x 8 DC 24 V Donnells PH	N/A	6.00	\$306.00	\$1,836.00
50	6MF2883-0AA00 CM-8830 SICAM I/O Module LED Donnells PH	N/A	3.00	\$287.00	\$861.00
51	6MF2853-2AA00 CI-8532 - SICAM I/O Remote Interface module electrical DC 110-220V Donnells PH	N/A	2.00	\$1,033.00	\$2,066.00
52	6MF2838-0AA00 AO-8380 Analog Output: 4x, +/- 20mA, +/- 10mA, +/- 10V Donnells PH	N/A	1.00	\$711.00	\$711.00
53	Plate Adapter Donnells PH	N/A	3.00	\$300.00	\$900.00
54	Bornes/Terminals Donnells PH Site Total: \$17,627.00	N/A	3.00	\$100.00	\$300.00
55	A8050 - Training Per day (no cost)	N/A	1.00	\$0.00	\$0.00
56	A8050 - Onsite Support Per day (no cost)	N/A	1.00	\$0.00	\$0.00
57	A8050 - Travel to site Per day (no cost)	N/A	1.00	\$0.00	\$0.00
58	A8050 - TR_-DAM Lab Integration	N/A	1.00	\$3,280.00	\$3,280.00
59	A8050 - configuration from Factory Per Site	N/A	6.00	\$6,560.00	\$39,360.00

Pos	Part Number / Description	Customer Material Code	Qty	Unit Price	Ext Total
60	A8050 - Onsite Installation OPTIONAL: Per Site 6 @ \$4,920.00 = \$29,520.00	N/A	6.00	\$0.00	\$0.00
61	A8050 - Prewiring to Terminal Per Site	N/A	6.00	\$3,200.00	\$19,200.00
Total(\$)					\$157,933.00

Purchase orders should be made out to **Siemens Industry, Inc. c/o the Geo. E. Honn Co., Inc.**

Lead-time: General Parts 4 weeks ARO / SIPROTEC 4 Relays 4 Weeks ARO / SIPROTEC 5 Relays 6 Weeks ARO

F.O.B.: Factory

Freight: Prepaid and Added to Invoice

Terms: Net 30 Days

Validity: 90 Days

We appreciate the opportunity to provide you with the above quotation. Please let us know if we can be of further assistance.

Regards,

Karen Braida

BOARD AGENDA REPORT

Date: 2/16/2023
Staff: Summer Nicotero

SUBJECT: Possible Schedule Change to March Board Meeting

RECOMMENDED ACTION: Discussion and possible action to change the time and/or date of the March regular Tri-Dam Power Authority board meeting due to a scheduling conflict with the Oakdale Annual Ag Scholarship Luncheon

BACKGROUND AND/OR HISTORY:

The regular Tri-Dam Power Authority board meeting is scheduled to follow the Project meeting on March 16 at 9:00 a.m., at the offices of Oakdale Irrigation District. The annual Oakdale Chamber of Commerce Ag Scholarship Luncheon is scheduled for March 16 from 11:00 a.m. to 1:30 p.m.

FISCAL IMPACT: None

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)

BOARD AGENDA REPORT

Date: 2/16/2023
Staff: Mia Brown

SUBJECT: Meeting Protocol After Anticipated Revocation of Covid-19 State of Emergency of February 28, 2023

RECOMMENDED ACTION: Remove “Covid-19 State of Emergency” References on Agenda, Determine Whether to Continue to Offer General Meeting Attendance by Zoom and/or Telephone

BACKGROUND AND/OR HISTORY:

In March 2020, California’s Governor declared a “State of Emergency” due to Covid-19. In response, the state legislature passed AB 361, which allowed members of a legislative body to attend public meetings remotely, without the “regular” teleconferencing procedures under the Brown Act.

The State of Emergency is set to expire February 28, 2023. As a result, the teleconferencing procedures under AB 361 will no longer be available after that date (unless another State of Emergency is declared, and local officials have imposed or recommended social distancing).

Therefore, after February 28, 2023, the Tri-Dam Project and Authority Agendas should have the “proclaimed state of emergency” procedures removed.

Members of the Board wishing to participate in future meetings remotely must either follow the “regular” teleconferencing requirements under the Brown Act (posting of teleconference location on agenda, location must be accessible to the public, a quorum must be present within jurisdictional boundaries of entity, etc.) or follow “new” procedures recently introduced by AB 2449, which allows teleconferencing for “just cause” or under “emergency circumstances.”

In order to utilize the teleconferencing procedures under AB 2449, the agenda must include teleconferencing information for public participation, the member participating remotely must have 2-way audio and visual technology (audio only is not acceptable), the meeting must cease if there is a technical disruption until audio and video can be restored to members of the public, among other procedural requirements.

Utilization of the AB 2449 procedures by a legislative body is *permissive*, not mandatory.

Likewise, providing a “zoom” or telephonic option for public participation/remote attendance of meetings is currently *permissive*, not mandatory.

If Tri-Dam wishes to dispense with the zoom or call-in meeting attendance option for members of the public, it may do so. However, if Tri-Dam will allow a Board Member to participate in a meeting remotely by using the AB 2449 procedures, it must provide both Board Member and public participation by zoom or an audio and video equivalent.

Eliminating the Zoom option for public participation does not prevent utilization of Zoom or teleconferencing for meeting participants that are not members of the legislative body or public (consultants, legal counsel, etc.)

FISCAL IMPACT: None

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)