Friant Water Authority
Executive Committee Meeting Agenda

9:00 a.m., Monday, July 16, 2018
Conference Room
Kaweah Delta Water Conservation District
2975 Farmersville Rd., Farmersville, CA 93223

At the discretion of the Executive Committee, all items appearing on this agenda, whether or not expressly listed for action, may be deliberated upon and may be subject to action by the Committee. Order of agenda items is subject to change.

1. Call to Order.

2. Additions to and approval of the agenda. Items identified after posting of the agenda, for which there is a need to take immediate action, may be added to the agenda. Addition of an item requires a two-thirds vote of the Committee members (or if less than two-thirds of the members are present, a unanimous vote of the members present). [Government Code section 54954.2(b)]

3. Approval of the June 18, 2018 meeting minutes.

4. Public Comment. (Government Code section 54954.3) – This is the time set aside on the agenda where members of the public may comment on any matter within the jurisdiction of the Committee that is not on the agenda. Comments will be limited to 3 minutes per speaker, 15 minutes per subject and 30 minutes overall for the entire public comment period, unless otherwise approved by the chair of the meeting, to ensure that all interested parties have an opportunity to speak. The Committee cannot take action on items not on the agenda; and therefore, comments on such items may be taken under advisement, referred to the appropriate staff for response or directed to be placed on a future agenda. Public comment on items on the agenda will be allowed at the time the Board considers the item.

5. 2018 General Member budget. (45 minutes)

6. Government Affairs Manager’s Report. (45 minutes)
   A. Update on Proposition 3.
   B. Update on state and federal legislation, SWRCB activities.

7. Director of Water Policy Report. (45 minutes)
   A. Temperance Flat.
      i. Update on activities of the San Joaquin Valley Water Infrastructure Authority.
      ii. Update on status of Memorandum of Agreement Regarding Coordination on the Establishment of an Implementing Agency for the Temperance Flat Reservoir Project and Preconstruction Project Activities.

8. General Counsel’s Report. (10 minutes)
9. Chief Operating Officer’s Report.  (15 minutes)
   A. Update on Capacity Correction Project.
   B. Review and provide direction on recruitment for Senior Engineer Position.

10. Chief Executive Officer’s Report.  (5 minutes)

CLOSED SESSION

11. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [Government Code section 54956.9(d)(1)] –
    Name of matter: NRDC v. Murillo, U.S. District Court, Eastern District of California (Sacramento Division),
    Case No. 88-cv-1658-JAM-GGH.

12. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant exposure to litigation
    pursuant to Government Code section 54956.9(d)(2): 2 potential matters.

13. CONFERENCE WITH LEGAL COUNSEL—INITIATION OF LITIGATION [Government Code section
    54956.9(d)(4)]—Initiation of Litigation: 2 potential cases.

14. PUBLIC EMPLOYMENT [Government Code section 54957]
    Title: Human Resources Manager

15. Announce reportable action taken during closed session as required by Government Code Section
    54957.1.


Public Participation Notice

A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the
Authority to provide a disability-related modification or accommodation in order to participate in any public
meeting of the Authority. Such assistance includes appropriate alternative formats for the agendas and agenda
packets used for any public meetings of the Authority. Requests for such assistance and for agendas and
agenda packets shall be made in person, by telephone, facsimile, or written correspondence to Toni Marie, at
the office of Friant Water Authority, at least 48 hours before a public Authority meeting.

2. Additions to and approval of the agenda. The agenda was approved. (Loeffler/Erickson); approved unanimously - Ayes – Stephens, Camp, Erickson, Borba, Loeffler, Tantau; Nays – none; Absent – none

3. Approval of the April 16, 2018 meeting minutes. The minutes were approved. (Erickson/Loeffler); approved unanimously - Ayes – Stephens, Camp, Erickson, Borba, Loeffler, Tantau; Nays – none; Absent – none

4. Public Comment – There was no public comment.

5. 2018 General Member budget: CEO Phillips discussed status of expenditures to date and end of year projections for the 2018 General Member budget. He then went on to discuss the timing for the 2019 Budget process saying that he expected to have a draft 2019 General Member Budget to present to the EC and to the Board in July and would review the input provided and bring back a draft in August for distribution to the homeboards for their collective input. A final draft of the budget is expected to be presented to the EC and Board in September for additional input or for adoption.

   A. 2018 Water Bond – Proposed outreach and communications plan: The Committee discussed communication needs for the remainder of FY 2018 to support and supplement staff efforts on various issues important to Friant and authorized the CEO to review three firms for Friant representation for the remainder of 2018. The CEO will present his recommendation and request final concurrence from the Board of Directors. (Borba/Camp); approved unanimously - Ayes – Stephens, Camp, Erickson, Borba, Loeffler, Tantau; Nays – none; Absent – none
   B. Review of pending state and federal legislation – Alex Biering gave an update on the pending state and federal legislation as outlined in the agenda report.

   A. Temperance Flat.
      i. Continued involvement in the San Joaquin Valley Water Infrastructure Authority: Informational – This item was moved to closed session.
      ii. Memorandum of Agreement REGARDING THE ESTABLISHMENT OF AN IMPLEMENTING AGENCY FOR THE TEMPERANCE FLAT RESERVOIR PROJECT AND TO PROVIDE A FRAMEWORK FOR PRECONSTRUCTION PROJECT ACTIVITIES: The Committee considered and approved recommending to the board that they authorize the CEO to execute the agreement to expedite transition of all non-federal responsibilities of the Temperance Flat activities to a group more representative of the investors than the WIA and to address concerns raised on outreach with
Friant Division entities on water rights and Brown Act issues. This would include reaching out to South Valley Water Association members for participation in the Temperance Flat Ad hoc group. (Borba/Camp); approved unanimously - Ayes – Stephens, Camp, Erickson, Borba, Loeffler, Tantau; Nays – none; Absent – none

8. General Counsel’s Report – Don Davis would discuss items of importance during closed session.


   A. Proposed FY 2019 & FY 2020 O&M Budgets – The Committee reviewed and approved recommending to the Board that they accept the draft FY 2019 & FY 2020 Friant O&M Budgets and release them for the 60-day public review period. (Camp/Tantau); approved unanimously - Ayes – Stephens, Camp, Borba, Loeffler, Tantau; Nays – none; Absent – none; Abstention - Erickson

   B. Capacity Correction – COO DeFlitch provided a brief update on the capacity correction program. He also said that the Stantec team will be present and introduced at the Board June Board meeting.

10. Chief Executive Officer’s Report - CEO Phillips discussed the upcoming November Board retreat; the location; those invited to attend which also includes home board manager’s this time; and if Directors would sponsor their managers for room costs. The EC didn’t feel that was an unfair ask.

CLOSED SESSION

11. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [Government Code section 54956.9(d)(1)] – Name of matter: NRDC v. Murillo, U.S. District Court, Eastern District of California (Sacramento Division), Case No. 88-cv-1658-JAM-GGH.


13. CONFERENCE WITH LEGAL COUNSEL—INITIATION OF LITIGATION [Government Code section 54956.9(d)(4)]—Initiation of Litigation: 2 potential cases.

14. Announce reportable action taken during closed session as required by Government Code Section 54957.1 - There was no reportable action taken during closed session.

15. Adjournment – The meeting adjourned at 12:44 p.m.
AGENDA REPORT

Agenda Item 6

DATE: July 15, 2018

TO: Executive Committee

FROM: Alexandra Biering, Government Affairs and Communications Manager

SUBJECT: Government Affairs Report

SUMMARY: Update on Proposition 3; summary of state and federal legislation; review of recent actions by the State Water Resources Control Board.

RECOMMENDED ACTION: None; informational item only.

SUGGESTED MOTION: None; informational item only.

DISCUSSION:

Proposition 3 – On June 29, the California Secretary of State assigned the Water Quality and Water Supply Act of 2018, the “water bond,” the number-three spot on the November 6, 2018, Statewide General Election ballot. Recent endorsements include Sen. Dianne Feinstein, Sen. Scott Weiner, Bakersfield Chamber of Commerce, Friends of the LA River, cities of Firebaugh and Huron, and many, many more. The updated list is available at www.waterbond.org.

Legislative Update – The California Legislature is on summer recess and will reconvene August 6. The last to amend bills on the floor is August 24, and the last day to pass bills is August 31 after which members will go on recess. The Governor will have until September 30 to pass or veto bills. The U.S. Congress is currently working through a number of water-related bills, some of which may be consolidated into a larger water package later this summer. These include bills related to groundwater recharge, title transfer, and WRDA-type authorizations (see attached Bill Tracker).

SWRCB Actions – On July 6, the SWRCB released its final draft of the Bay-Delta Water Quality Control Plan Update for the Lower San Joaquin River and Southern Delta and a related environmental document. The actions and objectives in this plan do not affect the upper San Joaquin River, upstream from the Merced River confluence, but the SWRCB has noted for the first time in the document that it may consider that reach of the river for future plan updates based on the success of the San Joaquin River Settlement and the San Joaquin River Restoration Program.
**BUDGET IMPACT:** None.

**ATTACHMENTS:** Bill Tracker (updated 7/12/2018)
# Legislative Tracker

**FRIANT WATER AUTHORITY**

**July 16, 2018**

## State Bills

<table>
<thead>
<tr>
<th>Bill</th>
<th>Title (Author) &amp; Date</th>
<th>Description</th>
<th>Positions</th>
<th>FWA</th>
<th>ACWA</th>
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<tr>
<td>AB 2050</td>
<td>Small System Water Authority Act of 2018 (Caballero) – 6/11/18 version</td>
<td>Would create the Small System Water Authority Act of 2018 and state legislative findings and declarations relating to authorizing the creation of small system water authorities that will have powers to absorb, improve, and competently operate noncompliant public water systems. The bill, no later than March 1, 2019, would require the state board to provide written notice to all public agencies, private water companies, or mutual water companies that operate a public water system that has either less than 3,000 service connections or that serves less than 10,000 people, and are not in compliance with one or more state or federal primary drinking water standard maximum contaminant levels as of December 31, 2018, and for 4 consecutive quarters, as specified. The process would be locally driven, primarily through LAFCOs, and would provide the State Water Board additional authority to appoint an Administrator of each Authority to manage operations.</td>
<td>PRO: ACWA, CSDA, CSAC, NCWA, muni water districts OPP: Howard Jarvis Taxpayers Association</td>
<td>NYC</td>
<td>S</td>
<td>Passed Sen. Government and Finance Committee on 6/28; in Sen. Appropriations Committee, hearing set for 8/6</td>
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<tr>
<td>AB 2649</td>
<td>Groundwater recharge (Arambula) – 6/28/18 version</td>
<td>Would require the State Water Resources Control Board to prioritize a temporary permit for a project that enhances the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water rights priorities and protections for fish and wildlife. The bill would exempt temporary permits for these projects from the California Environmental Quality Act. As amended on 6/18 and 6/28, the bill omits any changes to CWC Section 1242 (related to beneficial use). Additional amendments proposed by the ACWA SLC on 6/29 limit diversion for recharge to only what would not impact downstream water quality objectives and adds in other limitations and requirements for use of a temporary permit that are intended to protect existing water-rights holders.</td>
<td>PRO: Allied Grape Growers, City of San Joaquin, Fresno Chamber of Commerce, Tulare County Board of Supervisors, Fresno Irrigation District OPP: Audubon CA, Clean Water Action, EDF, Sierra Club CA, NRDC</td>
<td>W</td>
<td>S/A</td>
<td>In Sen. Appropriations Committee, hearing set for 8/6. ACWA SLC provided proposed amendments 6/29.</td>
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1 Updates since the last version are included in **bold text**.
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| AB 2975 | Wild and scenic rivers (Friedman) – 5/29/18 version | Would, if the federal government takes action to remove or delist any river or segment of a river in California that is included in the national wild and scenic rivers system and not in the state wild and scenic rivers system, or if the secretary determines that the federal government has exempted a river or segment of a river in California that is not in the state wild and scenic river system from the protection of certain federal provisions governing restrictions on water resources projects, require the Secretary for Natural Resources, after holding a public hearing on the issue, to take any necessary action to add the river or segment of a river to the state wild and scenic rivers system and to classify that river or segment of a river. As amended on 5/29, would place additional limits on the Secretary for Natural Resources’ ability to establish state W&S rivers, including a sunset of December 31, 2025. | PRO: Environmental NGOs
| AB 3045 | Natural Resources Agency: State Water Project Commission (Gallagher) – 4/25/18 version | Would establish within the Natural Resources Agency the State Water Project Commission, consisting of 9 members appointed by the Governor and subject to confirmation by the Senate, including one member nominated by the Butte County Board of Supervisors. By imposing a new duty on the Butte County Board of Supervisors, the bill would impose a state-mandated local program. The bill would transfer authority over and relating to the State Water Project from the department to the commission, as specified. | PRO: Butte County
| SB 919  | Water resources: stream gages (Dodd) – 6/27/18 version | DWR, SWRCB, DFW, and the California Water Quality Monitoring Council are working together to develop a Water Data Platform that will integrate local, state, and federal water data and make that information available to water managers and others throughout the state. This bill would require SWRCB to develop a plan to install a network of stream gages (or reactive existing ones). Priority would go to stream gages where there are “gaps” in the existing system. | PRO: Sonoma County Water Agency;
Sustainable Conservation;
Cal Trout;
Trout Unlimited;
Bay Area Council;
The Nature Conservancy (Sponsor);
Rural County Representatives of California; other env NGOs; ACWA
OPP: None | NYC | S    | Passed Asm. Water, Parks, & Wildlife Committee on 6/26; in Asm. Appropriations Committee                                                                                                                                            |
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<td>SB 929</td>
<td>Special districts: Internet Web sites (McGuire) – 3/6/18 version</td>
<td>The California Public Records Act requires a local agency to make public records available for inspection and allows a local agency to comply by posting the record on its Internet Web site and directing a member of the public to the Web site, as specified. This bill would, beginning on January 1, 2020, require every independent special district to maintain an Internet Web site that clearly lists contact information for the special district, except as provided. Because this bill would require local agencies to provide a new service, the bill would impose a state-mandated local program. This measure exempts special districts that, with a majority vote of its governing body, adopt a resolution declaring its determination that a hardship exists that prevents the district from establishing and maintaining a website. The resolution must include detailed findings noted in the official meeting minutes supporting the related hardship. Such hardships can include, but are not limited to, inadequate access to broadband communications, significantly limited financial resources, or insufficient staff resources.</td>
<td>PRO: ACWA, &gt;20 special districts OPP: None</td>
<td>NYC</td>
<td>F</td>
<td>Passed Asm. Appropriations Committee on 6/27; ordered to consent calendar but pulled from consent on 7/2.</td>
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<td>SB 952</td>
<td>Water conservation: local water supplies (Anderson) – 1/30/18 version</td>
<td>Existing provisions in the California Constitution declare the policy that the water resources of the state be put to beneficial use to the fullest extent of which they are capable, that the waste or unreasonable use or unreasonable method of use of waters be prevented, and that the conservation of these waters is to be exercised with a view to the reasonable and beneficial use of the waters in the interest of the people and for the public welfare. As introduced, this bill would state the intent of the Legislature to enact legislation that would require the State Water Resources Control Board to recognize local water agency investment in water supply and will ensure that local agencies receive sufficient credit for these investments in meeting any water conservation or efficiency mandates.</td>
<td></td>
<td>NYC</td>
<td>W</td>
<td>In Senate Rules Committee</td>
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<td>Budget Trailer Bill</td>
<td>Safe and Affordable Drinking Water Act (Brown Administration) – 2/1/18 version</td>
<td>Budget trailer bills (BTBs) are introduced by the Governor’s Administration each year to accompany the Governor’s proposed State Budget. This bill would establish the Safe and Affordable Drinking Water Fund (the Fund) in the State Treasury and provide that all of the moneys in the Fund would be continuously appropriated to the State Water Board. The funding mechanisms would include: 1) agricultural fees in the context of nitrate contamination in groundwater; and 2) a State tax collected by local water agencies on drinking water provided to residential, business, industrial and governmental customers.</td>
<td><strong>SB 623 Positions:</strong> PRO: Enviro NGOs, Western Growers Association, Latino coalitions, clean water groups, labor groups, some valley cities&lt;br&gt;OPP: ACWA, municipal water districts and utilities, some ag water districts, sportfishermen, NorCal enviro NGOs</td>
<td>S</td>
<td>Oppose Unless Amended</td>
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# Federal Bills

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<tr>
<td>HR 23</td>
<td>Gaining Responsibility on Water Act (Valadao) – 7/12/17 version</td>
<td>Would enact a number of policies related to California water law and water users. The bill includes a number of elements from other water legislation introduced in Congress in recent years, including related to increased monitoring and incidental take limit for Delta smelt, the San Joaquin River Restoration Settlement and Act, and fast-tracking feasible storage projects such as Temperance Flat.</td>
<td>S&amp;A</td>
<td></td>
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<td>Amendments debated in the Rules Committee and subsequently passed on the House floor (230-190) on 7/12/17.</td>
</tr>
<tr>
<td>HR 434</td>
<td>New Water Available To Every Reclamation State Act (Denham) – 1/11/17 version</td>
<td>Would authorize the Department of the Interior, for 15 years after this bill's enactment, to provide financial assistance, such as secured loans or loan guarantees, to entities that contract under federal reclamation law to carry out water projects within the 17 western states served by the Bureau of Reclamation, other states where the Bureau is authorized to provide project assistance, Alaska, and Hawaii.</td>
<td>F</td>
<td></td>
<td></td>
<td>In House Water, Power and Oceans Subcommittee. No action since 2/7/17.</td>
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<tr>
<td>S 2563</td>
<td>Water Supply Infrastructure and Drought Resilience Act (Flake) – 3/16/18 version</td>
<td>Addresses permitting, operations, contracts, etc. Includes provisions intended to improve opportunities for Reclamation contractors to use project water for groundwater recharge (Subtitle B).</td>
<td>F</td>
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<td>In Sen. Energy and Natural Resources Committee; hearings held 3/22.</td>
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<tr>
<td>S 2560</td>
<td>Reclamation Title Transfer Act (Risch) – 3/16/18 version</td>
<td>Proposes a more efficient process for transferring title from Federal/Reclamation facilities to local agencies, including those who have paid for and/or operate and maintain the facilities. Establishes criteria for eligibility, timelines, etc.</td>
<td>F</td>
<td></td>
<td></td>
<td>In Sen. Energy and Natural Resources Committee; hearings held 3/22.</td>
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<tr>
<td>S 2800</td>
<td>America’s Water Infrastructure Act (Barrasso) – 5/22/18 version</td>
<td>Authorizes Corps of Engineers projects and programs; also includes some Reclamation provisions and other language similar to the last WRDA bill (which was included in the WIIN Act).</td>
<td>F</td>
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<td>In Sen. Env. and Public Works Committee; written report filed 7/10.</td>
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<tr>
<td>HR 3281</td>
<td>Reclamation Title Transfer and Non-Federal Infrastructure Incentivization Act (Lamborn) – 7/18/17 version</td>
<td>Proposes a more efficient process for transferring title from Federal/Reclamation facilities to local agencies, including those who have paid for and/or operate and maintain the facilities. Establishes criteria for eligibility, timelines, etc. Allows Congress the opportunity to stop the transfer by passing a joint resolution.</td>
<td>F</td>
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<td>House voted to reconsider bill 7/11; FWA provided a letter of support 7/11.</td>
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<tr>
<td>HR 3916</td>
<td>FISH Act (Calvert) – 5/16/18 version</td>
<td>Reassigns the ESA duties of NOAA Fisheries to the US Fish and Wildlife Service.</td>
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<td>In House Nat'l Resources Committee</td>
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<td>HR 8</td>
<td>Water Resources Development Act of 2018 (Shuster) – 5/18/18 version</td>
<td>Authorizes the U.S. Army Corps of Engineers to carry out water resources development activities through cost-sharing partnerships with non-federal sponsors. Authorized activities include navigation, flood damage reduction, shoreline protection, hydropower, dam safety, water supply, recreation, environmental restoration and protection, and disaster response and recovery.</td>
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<td>Passed House floor on 6/6 with a vote of 408-2.</td>
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AGENDA REPORT

DATE: July 16, 2018

TO: Executive Committee

FROM: Jason Phillips, CEO

BY: Donald M. Davis, General Counsel

SUBJECT: UPDATE ON STATUS OF MEMORANDUM OF AGREEMENT REGARDING COORDINATION ON THE ESTABLISHMENT OF AN IMPLEMENTING AGENCY FOR THE TEMPERANCE FLAT RESERVOIR PROJECT AND RELATED PRECONSTRUCTION PROJECT ACTIVITIES WITH VARIOUS WATER AUTHORITIES AND AGENCIES

SUMMARY: At its June meeting, the Board authorized the execution of a Memorandum of Agreement (MOA) between the water agencies that were members of the San Joaquin Valley Water Infrastructure Authority (SJVWIA) to provide a framework for inter-agency negotiations on the formation of joint powers authority (JPA) that would implement the Temperance Flat Reservoir Project as well as allow for collective coordination on other preconstruction activities related to the Project during the interim period in which a JPA was being formed in order to transition leadership on the Project from the SJVWIA to representatives of the agencies that would most likely be involved in the implementation of the Project. Subsequent to the Board meeting, the west side agencies (SLDMWA and WWD) requested that the provisions regarding collective financing of MOA activities be removed and replaced with a generic provision that the parties will agree on any collective funding and each party’s appropriate share of such funding by way or a future amendment to the MOA or a separate agreement. While from staff’s perspective the draft agreement already allowed for such determination without any commitment to funding, we have no objection to the revisions if that is what is necessary to get the MOA approved. All of the proposed parties appear to be in agreement as to the revised version of the MOA.

SUGGESTED ACTION: Review the revised MOA and ratify the prior Board direction for the CEO to execute the MOA.

DISCUSSION: As seen in attached redline comparing the version of the MOA presented at the last Board meeting to the current version, almost all of the provisions related to funding, contracting and administration have been removed and replaced by a single provision whereby
the parties will either amend the MOA or enter into a separate agreement regarding any collective funding of activities:

4.4. Funding. In determining to pursue any MOA Activities, the Coordination Group may unanimously determine an appropriate amount of funding and the proper share of funding for an MOA Activity. Any such funding and cost share determination is subject to final approval by the governing body of each Party, and will be documented via amendment to this Agreement or a new, separate agreement among the Parties.

As noted above, staff has no objection to these revisions or some of the other minor, nonsubstantive changes in order to move the MOA forward. As revised, it has been approved by SLDMW(A and the Exchange Contractors and we assume WWD will approve, since they requested most of these changes. The City of Fresno will be acting on the revised MOA at a Council meeting on July 26.

BUDGET IMPACT: The amount of contributions that will be needed to fund MOA Activities is not known at this time. Estimated staff and legal costs associated with the negotiation of the MOA and participation in future MOA activities are included in the 2017/18 budget and will also be included in the proposed 2018/19 fiscal year budget.

ATTACHMENTS: Redlined version of MOA showing changes from draft presented to the Board on June 28, 2018 and clean copy.
MEMORANDUM OF AGREEMENT

REGARDING COORDINATION ON THE ESTABLISHMENT OF AN IMPLEMENTING AGENCY
FOR THE TEMPERANCE FLAT RESERVOIR PROJECT AND
PRECONSTRUCTION PROJECT ACTIVITIES

This Memorandum of Agreement ("MOA") is entered into by and between the public agencies listed on the attached Exhibit A, which are referred to in this MOA individually as a "Party" and collectively as the "Parties," and is effective as of ____________, 2018 ("Effective Date").

RECITALS

A. Each of the initial Parties is a public agency organized and operating under the laws of the State of California.

B. The United States Bureau of Reclamation ("Reclamation"), as part of the Central Valley Project ("CVP"), constructed the Friant Dam located northeast of the City of Fresno in Fresno and Madera Counties, California, to store water from the San Joaquin River and its tributaries. The water stored behind Friant Dam is known as Millerton Lake.

C. The Parties, Reclamation, and other public agencies have for a number of years investigated the feasibility of constructing a second dam along the San Joaquin River upstream of Friant Dam to, among other things, increase water storage capacity on the San Joaquin River for increasing available water supplies and operational flexibility.

D. The location of the proposed second dam and reservoir is in an area commonly known as Temperance Flat. As such, the proposed project pertaining to the feasibility studies, design, permitting, construction, management, and ultimately operation of a dam and reservoir and related facilities at Temperance Flat is referred to in this MOA as the "Temperance Flat Reservoir Project" or "Project."

E. The Parties desire by this MOA to provide a mechanism for collaborating on preconstruction activities related to the Project, including on the preparation of formation documents for a new governance entity, likely a joint powers agency, which if formed would implement the Project ("Project JPA").

AGREEMENT

In consideration of the mutual promises, covenants, and conditions set forth in the MOA, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM

   1.1. Term. Unless extended by the Parties under Section 10.6, this MOA will remain in effect from the Effective Date until the sooner to occur of: (a) termination of the MOA in accordance with Section 5.1, (b) the formation of the Project JPA; or (c) one year from the Effective Date.
2. PURPOSE

2.1 Purpose. The purpose of this MOA is to provide a framework to cooperatively discuss the Project, which will include the preparation of documents that could be used to form the Project JPA, and may involve coordination on Project-related preconstruction activities, collectively set forth in the “MOA Activities” listed in the attached Exhibit B.

2.2 No Separate Entity. This MOA does not create a legal entity under the Joint Exercise of Powers Act (Government Code sections 6500 and following) or any other law, which would authorize the execution of contracts, provide the right to sue or be sued, or otherwise create a separate legal entity under the laws of California. Instead, this MOA establishes a mutual understanding to collectively carry out the MOA Activities, which the Parties believe could provide a variety of benefits to communities that they serve and the region.

2.3 No Implied Effect on Rights: Nothing in this MOA may be construed as affecting the existing rights or obligations of the Parties, including but not limited to any rights or obligations pursuant to contracts for delivery of water, including but not limited deliveries under the CVP or contracts for water supplies from a State water facility described in California Water Code section 12934(d) (“State Water Project” or “SWP”), or any riparian or appropriative water rights.

3. PARTIES

3.1. Eligible Agencies. The following public agencies are eligible to become a Party to this MOA: any public agency (as defined in Government Code section 6500) that has a demonstrable interest in the potential benefits arising from the Project (each an “Eligible Agency” and collectively, “Eligible Agencies”).

3.2. Additional Parties: Following the Effective Date of this MOA, other Eligible Agencies will subsequently become a Party to this MOA upon: (a) the unanimous agreement of all of the Parties, (b) the Eligible Agency’s execution of this MOA, as it may be amended, and (c) payment of a contribution, if any, as requested by the Parties.

3.3. Party Duties. Each Party agrees to:

3.3.1. Designate Representatives. Designate a primary and alternate representative (“Representative”) to represent the Party’s interests on the Coordination Group.

3.2. Notice of Designated Representative. Communicate its initial primary and alternative Representative selections, and any subsequent changes in Representatives, to the other Parties in writing.

3.2.3. Cooperate. Make good faith, commercially reasonable efforts to cooperate with the other Parties to achieve the purposes of this MOA.

4. COORDINATION

4.1. Coordination Group. The designated Representative of each Party will participate
in the “Coordination Group” that is established to coordinate and provide direction on the MOA Activities.

4.2. **Activities.** The Coordination Group will hold meetings as-needed. The Coordination Group will direct and manage the MOA Activities. The Coordination Group may identify workgroups, which may include non-Parties, as deemed necessary to analyze issues in greater detail and report back to the full Coordination Group.

4.3. **Decision Process.** MOA Activities will be pursued by the Parties only if there is unanimous agreement of the Coordination Group Representatives. Representatives need not be physically present at a meeting and may express their agreement by phone or other means of electronic communication (e.g., email, fax).

4.4. **Funding.** In determining to pursue any MOA Activities, the Coordination Group may unanimously determine an appropriate amount of funding and the proper share of funding for an MOA Activity. Any such funding and cost share determination is subject to final approval by the governing body of each Party, and will be documented via amendment to this Agreement or a new, separate agreement among the Parties.

5. **TERMINATION; WITHDRAWAL**

5.1 **Mutual Termination.** This MOA may be terminated upon the express written agreement of all Parties. If this MOA is terminated, (1) any outstanding expenses for MOA activities in excess of existing contributions must be paid by the Parties by paying their proportionate share of such expenses, and (2) any remaining assets will be distributed to the Parties in proportion to their contributions to expenses. The Parties will each have full rights to all completed and incomplete data, work and other records performed or arising under this MOA.

5.2 **Withdrawal of a Party.** A Party may withdraw from this MOA by giving at least 30 days’ written notice of its election to do so to all Parties (“Withdrawal Effective Date”). Upon receipt of such notice of withdrawal (“Notice of Withdrawal Date”), and, notwithstanding any other provision in this MOA, such Party will have no further obligations for any costs, if any, incurred pursuant to this MOA subsequent to the Notice of Withdrawal Date. Prior to the Withdrawal Effective Date or as soon as an accounting can be completed, the withdrawing Party must pay its proportionate share of any outstanding expenses, if any, incurred under this MOA through the Notice of Withdrawal Date. Alternatively, to the extent that the withdrawing Party has made contributions in excess of its proportionate share of expenses incurred through the Notice of Withdrawal Date and there are no other known or reasonably foreseeable claims, demands, damages or liability incurred prior to the Notice of Withdrawal Date, then the withdrawing Party will be entitled to a refund of that excess contribution.

6. **MISCELLANEOUS PROVISIONS**

6.1 **Notices.** Any notices, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted under this MOA must be in writing and must be delivered to the Representatives of the Parties at the addresses set forth in the attached Exhibit A. The Parties must promptly notify each other of any change of contact
information provided in Exhibit A. Written notice includes notice delivered via e-mail. A notice will be deemed to have been received on (i) the date of delivery, if delivered by hand during regular business hours, or by e-mail; or (ii) on the third business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit A.

6.2 Confidentiality of Documents. The Parties acknowledge and agree that some of the reports and work product to be prepared under this MOA may be proprietary, privileged, or otherwise confidential (collectively, “Confidential Records”) and therefore not subject to disclosure to third parties, including under the California Public Records Act (“CPRA”). Each Party agrees to hold, to the extent allowed by law, any Confidential Records in confidence and to take all reasonable precautions with regard to the storage, custody, or use of Confidential Records to ensure that the content and confidential nature is maintained and protected, including all precautions that such Party employs with respect to its own confidential and proprietary records. In the event a Party receives a request from a third party for disclosure of any Confidential Records pursuant to the CPRA or a discovery request or subpoena, such Party agrees to notify the other Parties of the request including the disclosure deadline. The Party that receives the request may disclose only that portion of the Confidential Record that it believes or by court/governmental order it is legally required to disclose. This section and the obligations and duties imposed on each Party will survive the expiration or termination of this MOA.

6.3 Relationship of the Parties. The Parties are, and will remain as to each other, wholly independent entities. No Party to this MOA has any power to incur any debt, obligation, or liability on behalf of any other Party unless expressly provided in this MOA. No employee, agent, or officer of a Party will be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.

6.4 Parties Rights to Use Consultants. The Parties acknowledge and agree that they may each contract separately with any consultant providing services under this MOA for their own independent work related to the proposed Project and that such retention will not be prohibited on any basis arising under the work performed by such consultant pursuant to this MOA.

6.5 No Precedence. Each Party’s execution of this MOA, including any amendment, and such Party’s participation in any of the activities under this MOA, is voluntary and does not ensure that such Party will have a right to participate in the Project, the Project JPA, or any related agreement or actions, nor does the execution of this MOA and participation in any of the activities under this MOA require that any Party participate in the Project, the Project JPA, or any related agreement or actions. In addition, participation in this MOA will not be deemed acquiescence to any final actions authorizing the development and implementation of the Project, as all such rights are reserved to the Parties.

6.6 Amendment of MOA. This MOA may be amended only by an affirmative vote of all of the Parties.

6.7 Assignment. The rights and duties of the Parties under this MOA may not be assigned or delegated without the advance written consent of all the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this section will be null and void. This MOA inures to the benefit of, and is binding upon, the successors and assigns of the Parties. This section does not prohibit a Party from entering into an independent agreement with another public
agency regarding the funding or financing of that Party’s contributions under this MOA, if any, or the disposition of the remaining funds, if any, which that Party may receive under this MOA, so long as the independent agreement does not affect or purport to affect, the rights and duties of the Parties under this MOA.

6.8 **Surviving Provisions.** Section 5 (Termination; Withdrawal) and Section 6.2 (Confidentiality of Documents) of this MOA will survive the withdrawal of any Party or Parties and the expiration or termination of this MOA.

6.9 **Governing law.** This MOA is governed by, and will be interpreted, construed, and enforced in accordance with the laws of the State of California.

6.10 **Entire Agreement.** This MOA constitutes the entire agreement of the Parties with respect to the subject matter of this MOA.

6.11 **Waiver.** Waiver by any Party to this MOA of any term, condition, or covenant of this MOA will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOA will not constitute a waiver of any other provision, nor will it constitute a waiver of any subsequent breach or violation of any provision of this MOA.

6.12 **No Presumption in Drafting.** All Parties have had the opportunity to have this MOA reviewed by their legal counsel. Accordingly, this MOA will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the Parties and will be rectified by amending this MOA as described in Section 6.6 (Amendment of MOA).

6.13 **Severability.** If one or more clauses, sentences, paragraphs, or provisions of this MOA is held to be unlawful, invalid or unenforceable, the remainder of the MOA will not be affected. Such clauses, sentences, paragraphs or provisions will be deemed reformed so as to be lawful, valid, and enforced to the maximum extent possible.

6.14 **Execution by Counterparts.** This MOA may be executed in any number of counterparts and upon execution by all Parties, each executed counterpart will have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this MOA may be detached from any counterpart of this MOA without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this MOA identical in form hereto but have attached to it one or more signature pages. Facsimile and electronic signatures will be deemed valid and binding.

[Signatures on the following pages.]
THE UNDERSIGNED AUTHORIZED REPRESENTATIVES of the Parties have executed this MOA as of the date shown below:

CITY OF FRESNO

By: ___________________________  Date: ___________________________
Name: __________________________
Title: __________________________

FRIANT WATER AUTHORITY

By: ___________________________  Date: ___________________________
Name: __________________________
Title: __________________________

SAN JOAQUIN RIVER EXCHANGE CONTRACTORS WATER AUTHORITY

By: ___________________________  Date: ___________________________
Name: __________________________
Title: __________________________
SAN LUIS DELTA MENDOTA WATER AUTHORITY

By: ___________________________  Date: ___________________________
Name: _________________________
Title: _________________________

WESTLANDS WATER DISTRICT

By: ___________________________  Date: ___________________________
Name: _________________________
Title: _________________________
# EXHIBIT A

Parties to the MOA

[As of July, 2018]

<table>
<thead>
<tr>
<th>PARTY</th>
<th>CONTACT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. City of Fresno</td>
<td>2600 Fresno Street</td>
</tr>
<tr>
<td></td>
<td>Fresno, CA 93271</td>
</tr>
<tr>
<td></td>
<td>O: 559-621-2489</td>
</tr>
<tr>
<td></td>
<td>F: 559-621-7990</td>
</tr>
<tr>
<td>2. Friant Water Authority</td>
<td>854 N. Harvard Ave.</td>
</tr>
<tr>
<td></td>
<td>Lindsay, CA 93247</td>
</tr>
<tr>
<td></td>
<td>O: 559-562-6305</td>
</tr>
<tr>
<td></td>
<td>F: 559-562-3496</td>
</tr>
<tr>
<td>3. San Joaquin River Exchange</td>
<td>541 H Street</td>
</tr>
<tr>
<td>Contractors Water Authority</td>
<td>P.O. Box 2115</td>
</tr>
<tr>
<td></td>
<td>Los Banos, CA 93635</td>
</tr>
<tr>
<td></td>
<td>O: 209 827-8616</td>
</tr>
<tr>
<td></td>
<td>F: 209 827-9703</td>
</tr>
<tr>
<td>4. San Luis Delta Mendota Water Authority</td>
<td>P.O. Box 2157</td>
</tr>
<tr>
<td></td>
<td>Los Banos, CA 93635</td>
</tr>
<tr>
<td></td>
<td>O: 209.826.9696</td>
</tr>
<tr>
<td></td>
<td>F: 209.826.9698 / 209.826.8040</td>
</tr>
<tr>
<td>5. Westlands Water District</td>
<td>3130 N. Fresno Street</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 6056</td>
</tr>
<tr>
<td></td>
<td>Fresno, CA 93703-6056</td>
</tr>
<tr>
<td></td>
<td>O: 559-224-1523</td>
</tr>
<tr>
<td></td>
<td>F: 559-241-6277</td>
</tr>
</tbody>
</table>
EXHIBIT B

MOA Activities

• Work on the establishment of the Project JPA.

• Serve as the lead non-federal group representing the Project until the Project JPA or other implementing entity is formed.

• Coordinate on Project-related matters with federal, state, and local agencies whose approvals will be needed in order to carry out the Project or that have jurisdiction over matters related or necessary to the Project.

• Coordinate with counties, cities, and other public agencies that will potentially benefit from the Project.

• Coordinate, fund, and manage such other Project-related preconstruction activities as the Parties may deem necessary.
MEMORANDUM OF AGREEMENT

REGARDING COORDINATION ON THE ESTABLISHMENT OF AN IMPLEMENTING AGENCY FOR THE TEMPERANCE FLAT RESERVOIR PROJECT AND PRECONSTRUCTION PROJECT ACTIVITIES

This Memorandum of Agreement ("MOA") is entered into by and between the public agencies listed on the attached Exhibit A, which are referred to in this MOA individually as a "Party" and collectively as the "Parties," and is effective as of ______________, 2018 ("Effective Date").

RECITALS

A. Each of the initial Parties is a public agency organized and operating under the laws of the State of California and is currently a member agency of the San Joaquin Valley Water Infrastructure Authority ("SJWIA").

B. The United States Bureau of Reclamation ("Reclamation"), as part of the Central Valley Project ("CVP"), constructed the Friant Dam located northeast of the City of Fresno in Fresno and Madera Counties, California, to store water from the San Joaquin River and its tributaries. The water stored behind Friant Dam is known as Millerton Lake.

C. The Parties, Reclamation, and other public agencies have for a number of years investigated the feasibility of constructing a second dam along the San Joaquin River upstream of Friant Dam to, among other things, increase water storage capacity on the San Joaquin River for increasing available water supplies and operational flexibility.

D. The location of the proposed second dam and reservoir is in an area commonly known as Temperance Flat. As such, the proposed project pertaining to the feasibility studies, design, permitting, construction, management, and ultimately operation of a dam and reservoir and related facilities at Temperance Flat is referred to in this MOA as the "Temperance Flat Reservoir Project" or "Project."

E. The Parties desire by this MOA to provide a mechanism for collaborating on preconstruction activities related to the Project, including on the preparation of formation documents for a new governance entity, likely a joint powers agency, which if formed would implement the Project ("Project JPA").

AGREEMENT

In consideration of the mutual promises, covenants, and conditions set forth in the MOA, the Parties agree as follows:

4.1. EFFECTIVE DATE AND TERM

4.1.1. Term. Unless extended by the Parties under Section 10.6, this MOA will remain in effect from the Effective Date until the sooner to occur of: (a) termination of the MOA in
accordance with Section 9.15.1, (b) the formation of the Project JPA; or (c) one year from the Effective Date.

2.2. PURPOSE

2.4.1 Purpose. The purpose of this MOA is to provide a framework to cooperatively discuss and work on the establishment of the Project, which will include the preparation of documents that could be used to form the Project JPA, and to coordinate on, fund and manage such other may involve coordination on Project-related preconstruction activities as the Parties may deem necessary, as further collectively set forth in the “MOA Activities” listed in the attached Exhibit B.

2.2.2 No Separate Entity. This MOA does not create a legal entity under the Joint Exercise of Powers Act (Government Code sections 6500 and following) or any other law, which would authorize the execution of contracts, provide the right to sue or be sued, or otherwise create a separate legal entity under the laws of California. Instead, this MOA establishes a mutual understanding to collectively carry out the MOA Activities in furtherance of the Project, which the Parties believe could provide a variety of benefits to communities that they serve and the region by increasing water storage and supplies, improving the operation of the state’s water system, and improving ecosystem and water quality conditions in the San Joaquin Valley and the Sacramento-San Joaquin Delta.

2.3.3 No Implied Effect on Rights: Nothing in this MOA may be construed as affecting the existing rights or obligations of the Parties, including but not limited to any rights or obligations pursuant to contracts for delivery of water, including but not limited deliveries under the CVP or contracts for water supplies from a State water facility described in California Water Code section 12934(d) (“State Water Project” or “SWP”), or any riparian or appropriative water rights.

3.3. PARTIES

3.1.3.1. Eligible Agencies. The following public agencies are eligible to become a Party to this MOA: any public agency (as defined in Government Code section 6500) that has a demonstrable interest in the potential benefits arising from the Project (each an “Eligible Agency” and collectively, “Eligible Agencies”).

3.2.3.2. Additional Parties: Following the Effective Date of this MOA, other Eligible Agencies may will subsequently become a Party to this MOA upon: (a) the unanimous agreement of all of the designated Representatives (defined below) of the then total number of Parties, (b) the new Party’s Eligible Agency’s execution of this MOA, as it may be amended, and (c) payment of a contribution, if any, as requested by the Parties.

3.3 Cost Sharing and Coordination by a Party. A Party may have separate agreements with other interested parties for the purpose of funding that Party’s contributions under this MOA, with the understanding that such other interested parties may have a role in the MOA Activities and may have access to materials related to the MOA Activities; provided,
however, that only one Eligible Agency under such arrangement may be a Party to the MOA and only that Party may designate a Representative on the Coordination Group.

4. ADMINISTRATION AND COORDINATION

4.1 Contracting Agency Duties. Friant Water Authority, operating at the direction of the Coordination Group (defined below), will serve as the “Contracting Agency” for this MOA. As the Contracting Agency, Friant Water Authority agrees to perform the following services:

4.1.1 Contracting. Negotiate and, following review and approval by the Coordination Group, enter into contracts with the various individuals or entities providing services in furtherance of the MOA Activities; provided, however, that the Contracting Agency may not amend any such contract without advanced authorization from the Coordination Group.

4.1.2 Administration. Monitor and manage the MOA Activities and the status of the Project.

4.1.3 Expenditures. Utilize the funds, if any, deposited by the Parties only for the administration of any contracts entered into, or other approved costs incurred, in furtherance of the MOA Activities.

4.1.4 Invoicing. Invoice the Parties for any contributions required in accordance with Section 5 (Financial Provisions) of this MOA.

4.1.5 Accounting. Provide an accounting of all contract costs and expenditures under this MOA to the Parties: (a) each month; (b) upon the request of any Party; and (c) upon the termination of the MOA. All such accountings under (b) and (c) will be provided within 20 days of the applicable event.

4.1.6 Reporting. Provide periodic reports concerning the status of the MOA Activities and the Project at such frequency as the Parties may mutually agree, including at meetings of the Coordination Group.

4.2 Party Duties. Each Party agrees to:

4.2.1 Designate Representatives. Designate a primary and alternate representative (“Representative”) to represent the Party’s interests on the Coordination Group. Each Representative must be a duly elected or appointed member of the governing body of the applicable Party.

4.2.2 Notice of Designated Representative. Communicate its initial primary and alternative Representative selections, and any subsequent changes in Representatives, to the Contracting Agency and other Parties in writing. All Representatives serve at the pleasure of the governing body of their respective Party agency.
4.2.3. **Payments.** Pay its proportionate share of the MOA Activities upon invoice by the Contracting Agency in accordance with Section 5 (Financial Provisions) of this MOA. For the purposes of this MOA, “proportionate share” means the shared costs of the MOA Activities divided by the number of Parties, unless all of the Parties agree to a different allocation of costs among the Parties.

4.2.4.3.2.3. **Cooperate.** Make good faith, commercially reasonable efforts to cooperate with the other Parties to achieve the purposes of this MOA.

4. **COORDINATION**

4.3.1. **Coordination Group.** The designated Representative of each Party will participate in the “Coordination Group” that is established to coordinate and provide direction on the MOA Activities. The meetings of the Coordination Group will be the principal forum within which key policy and strategy issues pertaining to the MOA Activities and Project will be discussed and considered.

4.3.1. **Good Standing.** In order to participate in the Coordination Group, each Party must be current with respect to its required contributions under Section 5 of this MOA.

4.3.2. **Meetings.** The Coordination Group will hold meetings, as needed, which may be by video or teleconference or in person. The Coordination Group will select, by unanimous consent, a Coordination Group Chair and Vice-Chair as needed. The Coordination Group will direct and manage the MOA Activities. The Coordination Group may elect to form workgroups, which may include non-Parties, as deemed necessary to analyze issues in greater detail and report back to the full Coordination Group.

4.3.3.4.3. **Decision Process.** Decisions on MOA Activities will be made by pursued by the Parties only if there is unanimous agreement of the Coordination Group Representatives. Representatives need not be physically present at a meeting and may express their agreement by phone or other means of electronic communication (e.g., email, fax).

5. **FINANCIAL PROVISIONS**

5.1. **Funding.** The Parties agree to work together to provide adequate funding to carry out the MOA Activities.

5.1.1. **Financial Contributions.** In approving or determining to undertake any of the MOA Activities, the Coordination Group must also determine an appropriate amount of funding required to undertake such activity. Unless otherwise unanimously agreed by the Coordination Group, each Party must provide an equal, proportionate share of funding for each approved activity. Any such funding and cost share determination is subject to final approval by the governing body of the Party, each Party is required to make such contribution within 30 days of the date the notice is sent by the Contracting Agency, unless the Party exercises its withdrawal right under Section 9 each Party, and will be documented via amendment to this Agreement or a new, separate agreement among the Parties.
5.1.2 Federal and State Funding Assistance. The Parties agree to cooperate in identifying and securing, where appropriate, federal and state funds to support the development and implementation of the Project.

5.2 Special Account. All funds collected under this MOA will be held in a separate Contracting Agency account in the name of the Project, and will be subject to standard accounting and auditing requirements applicable to a California public agency. Reports will be provided to the Coordination Group as provided in Section 4.1.5. The records of all expenditures under this MOA will be open to inspection by the Parties’ Representatives or employees or agents upon reasonable notice.

5.3 Contracting Agency General and Administrative Costs. The costs of Contracting Agency staff (including its independent contractors) expended on administrative activities pertaining to this MOA and the Project will not be charged to the Parties.

6 DEBTS AND LIABILITIES

Except as specifically provided in this MOA, no Party will be individually responsible for any of the debts, liabilities, or obligations of any other Party, nor will they have any liabilities under any contracts entered into by the Contracting Agency, but each Party is responsible for paying the Contracting Agency the contributions approved under Section 5 so that the Contracting Agency can administer and implement the MOA Activities.

7 INDEMNIFICATION; IMMUNITIES

7.1 Generally. Each Party agrees to indemnify, defend, and hold harmless each other Party, including its elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney’s and expert witness fees), arising from or connected with the respective acts of each Party arising from or related to this MOA; provided, however, that no Party is obligated to indemnify another Party for that Party’s own negligence or willful misconduct.

7.2 Government Code Section 895.2 In light of the provisions of California Government Code section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Government Code section 895), each of the Parties, pursuant to the authorization contained in Government Code sections 895.4 and 895.6, agrees to assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOA to the same extent such liability would be imposed in the absence of Government Code section 895.2. To achieve the above stated purpose, each Party agrees to indemnify, defend, and holds harmless each other Party for any liability, cost, or expense that may be imposed upon such other Party solely by virtue of Government Code section 895.2. The provisions of California Civil Code section 2778 regarding the interpretation of indemnity provisions are made a part of this MOA.
7.3 **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any Party when performing their respective functions within the territorial limits of the Party, will apply to them to the same degree and extent while engaged in the performance on any of their functions and duties extraterritorially under this MOA.

8. DISPUTES

Each Party has the right to assert matters which it believes have not been undertaken in accordance with this MOA, to explain the basis for such assertion, and to receive from the other Party or Parties a justification of its position on such matters. If, on the basis of the Party's review of any terms of the MOA, any Party concludes that another Party has not complied in good faith with the terms of the MOA, then such Party may issue a written "*Notice of Non-Compliance*" specifying the grounds and all facts demonstrating such non-compliance, which Notice must be provided to the alleged noncompliant Party along with all other Parties. The alleged noncompliant Party will have 15 days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure or remedy is not reasonably capable of being cured or remedied within such 15-day period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion. If the Party receiving a Notice of Non-Compliance does not believe it is out of compliance and contests the Notice, it must do so by responding in writing to the Notice within 15 days after receipt of the Notice.

9. TERMINATION; WITHDRAWAL

9.1 **Mutual Termination.** This MOA may be terminated upon the express written agreement of all Parties. If this MOA is terminated, all (1) any outstanding expenses under this MOA for the Coordination Group authorized for MOA activities in excess of existing contributions must be paid by the Parties by paying their proportionate share of such expenses in accordance with Section 5. Thereafter, the Contracting Agency will make an equitable redistribution of remaining funds, if any, in proportion to each Party's, and (2) any remaining assets will be distributed to the Parties in proportion to their contributions to expenses. The Parties will each have full rights to all completed and incomplete data, work and other records performed or arising under this MOA.

9.2 **Withdrawal of a Party.** A Party may withdraw from this MOA by giving at least 30 days' written notice of its election to do so to all Parties ("Withdrawal Effective Date"). Upon receipt of such notice of withdrawal ("Notice of Withdrawal Date"), and, notwithstanding any other provision in this MOA, such Party will have no further obligations for any costs, if any, incurred pursuant to this MOA subsequent to the Notice of Withdrawal Date. Prior to the Withdrawal Effective Date or as soon as an accounting can be completed, the withdrawing Party must pay its proportionate share of any outstanding expenses, if any, incurred under this MOA through the Notice of Withdrawal Date. Alternatively, to the extent that the withdrawing Party has made contributions in excess of its proportionate share of expenses incurred through the Notice of Withdrawal Date and there are no other known or reasonably foreseeable claims, demands, damages or liability incurred prior to the Notice of Withdrawal Date, then the Contracting Agency will cause any such excess contributions to be refunded to the withdrawing Party within 60 days.
6.40. MISCELLANEOUS PROVISIONS

6.10. Notices. Any notices, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted under this MOA must be in writing and must be delivered to the Representatives of the Parties at the addresses set forth in the attached Exhibit A. The Parties must promptly notify each other of any change of contact information provided in Exhibit A. Written notice includes notice delivered via email. A notice will be deemed to have been received on (i) the date of delivery, if delivered by hand during regular business hours, or by email; or (ii) on the third business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit A.

6.26.2 Confidentiality of Draft Documents. The Parties acknowledge and agree that some of the reports and work product to be prepared under this MOA may be proprietary, privileged, or otherwise confidential (collectively, “Confidential Records”) and therefore not subject to disclosure to third parties, including under the California Public Records Act (“CPRA”). Each Party agrees to hold, to the extent allowed by law, any Confidential Records in confidence and to take all reasonable precautions with regard to the storage, custody, or use of Confidential Records to ensure that the content and confidential nature is maintained and protected, including all precautions that such Party employs with respect to its own confidential and proprietary records. In the event a Party receives a request from a third party for disclosure of any Confidential Records pursuant to the CPRA or a discovery request or subpoena, such Party agrees to immediately give notice to notify the other Parties of such request including the disclosure deadline. All other Parties will have five days from the date it receives such notice to in turn notify the Party that it is legally required to disclose the Confidential Record that it believes or by court/governmental order it is legally required to disclose. This section and the obligations and duties imposed on each Party will survive the expiration or termination of this MOA.

6.36.3 Relationship of the Parties. The Parties are, and will remain as to each other, wholly independent entities. No Party to this MOA has any power to incur any debt, obligation, or liability on behalf of any other Party unless expressly provided in this MOA. No employee, agent, or officer of a Party will be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.

6.4. Parties Rights to Use Consultants. The Parties acknowledge and agree that they may each contract separately with any consultant providing services under this MOA for their
own independent work related to the proposed Project and that such retention will not be prohibited on any basis arising under the work performed by such consultant pursuant to this MOA.

10.5 No Precedence. Each Party’s execution of this MOA, including any amendment, and such Party’s participation in any of the activities under this MOA, is voluntary and does not ensure that such Party will have a right to participate in the Project, the Project JPA, or any related agreement or actions, nor does the execution of this MOA and participation in any of the activities under this MOA require that any Party participate in the Project, the Project JPA, or any related agreement or actions. In addition, participation in this MOA will not be deemed acquiescence to any final actions authorizing the development and implementation of the Project, as all such rights are reserved to the Parties.

10.6 Amendment of MOA. This MOA may be amended only by an affirmative vote of all of the Representatives of the Parties on the Coordination Group. The Contracting Agency will provide notice to all Parties of amendments to this MOA, including the effective date of such amendments.

10.7 Assignment. The rights and duties of the Parties under this MOA may not be assigned or delegated without the advance written consent of all the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this section will be null and void. This MOA inures to the benefit of, and is binding upon, the successors and assigns of the Parties. This section does not prohibit a Party from entering into an independent agreement with another public agency regarding the funding or financing of that Party’s contributions under this MOA, if any, or the disposition of the remaining funds, if any, which that Party may receive under this MOA, so long as the independent agreement does not affect or purport to affect, the rights and duties of the Parties under this MOA.

10.8 Surviving Provisions. Section 7 (Indemnification; Immunities) and Section 9.5 (Termination; Withdrawal) and Section 6.2 (Confidentiality of Documents) of this MOA will survive the withdrawal of any Party or Parties and the expiration or termination of this MOA.

10.9 Governing law. This MOA is governed by, and will be interpreted, construed, and enforced in accordance with the laws of the State of California.

10.10 Entire Agreement. This MOA constitutes the entire agreement of the Parties with respect to the subject matter of this MOA.

10.11 Waiver. Waiver by any Party to this MOA of any term, condition, or covenant of this MOA will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOA will not constitute a waiver of any other provision, nor will it constitute a waiver of any subsequent breach or violation of any provision of this MOA.

10.12 No Presumption in Drafting. All Parties have had the opportunity to have this MOA reviewed by their legal counsel. Accordingly, this MOA will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the Parties and will be rectified by amending this MOA as described in Section 10.6.6 (Amendment of MOA).
40.136.13. **Severability.** If one or more clauses, sentences, paragraphs, or provisions of this MOA is held to be unlawful, invalid or unenforceable, the remainder of the MOA will not be affected. Such clauses, sentences, paragraphs or provisions will be deemed reformed so as to be lawful, valid, and enforced to the maximum extent possible.

40.146.14. **Execution by Counterparts.** This MOA may be executed in any number of counterparts and upon execution by all Parties, each executed counterpart will have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this MOA may be detached from any counterpart of this MOA without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this MOA identical in form hereto but have attached to it one or more signature pages. Facsimile and electronic signatures will be deemed valid and binding.

[Signatures on the following pages.]
THE UNDERSIGNED AUTHORIZED REPRESENTATIVES of the Parties have executed this MOA as of the date shown below:

<table>
<thead>
<tr>
<th>Party</th>
<th>By:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF FRESNO</td>
<td></td>
<td></td>
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<tr>
<td>FRIANT WATER AUTHORITY</td>
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<tr>
<td>SAN JOAQUIN RIVER EXCHANGE</td>
<td></td>
<td></td>
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<tr>
<td>CONTRACTORS WATER AUTHORITY</td>
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## Parties to the MOA

[As of ____________July, 2018]

<table>
<thead>
<tr>
<th>PARTY</th>
<th>CONTACT INFORMATION</th>
</tr>
</thead>
</table>
| 1. City of Fresno | 2600 Fresno Street  
| | Fresno, CA 93271  
| | O: 559-621-8610  
| | F: 559-621-2489  
| | O: 559-621-7990 |
| 2. Friant Water Authority | 854 N. Harvard Ave.  
| | Lindsay, CA 93247  
| | O: 559-562-6305  
| | F: 559-562-3496 |
| 3. San Joaquin River Exchange Contractors Water Authority | 541 H Street  
| | P.O. Box 2115  
| | Los Banos, CA 93635  
| | O: 209 827-8616  
| | F: 209 827-9703 |
| 4. San Luis Delta Mendota Water Authority | P.O. Box 2157  
| | Los Banos, CA. 93635  
| | O: 209.826.9696  
| | F: 209.826.9698 / 209.826.8040 |
| 5. Westlands Water District | 3130 N. Fresno Street  
| | P.O. Box 6056  
| | Fresno, CA 93703-6056  
| | O: 559-224-1523  
| | F: 559-241-6277 |
EXHIBIT B

MOA Activities

• Work on the establishment of the Project JPA.

• Serve as the lead non-federal group representing the Project until the Project JPA or other implementing entity is formed.

• Coordinate on Project-related matters with federal, state, and local agencies whose approvals will be needed in order to carry out the Project or that have jurisdiction over matters related or necessary to the Project.

• Coordinate with counties, cities, and other public agencies that will potentially benefit from the Project.

• Coordinate, fund, and manage such other Project-related preconstruction activities as the Parties may deem necessary.
DATE: July 16, 2018

TO: Executive Committee

FROM: Douglas DeFlitch

SUBJECT: Position Reclassification to Senior Engineer

SUMMARY:
Staff is recommending that Friant Water Authority reclassify the current Staff Engineer position to Senior Engineer and recommends filling that position.

BACKGROUND:
In 2015 Friant Water Authority reorganized. We developed and are currently implementing a strategic plan most recently updated in 2017. In the past two years routine Operations and Maintenance (O&M) of the Friant-Kern Canal have transitioned to more extraordinary projects and resiliency planning. This reclassification requires that the Staff Engineer be replaced with a Senior Engineer to accommodate both the O&M planning needs and future construction management needs of the Authority.

Position Need – The existing primary functions of the Staff Engineer, under the general direction of the Assistant General Manager, are to perform engineering and technical work related to planning, design, construction, operation, maintenance and right-of-way management of the Authority’s distribution and appurtenant facilities. As a function of hiring a Chief Operating Officer and a General Superintendent, the position of Assistant General Manager was restructured. The Staff Engineer position fell under the General Superintendent’s oversight and most recently only covered various right-of-way management activities.

The position and expertise of the Engineer position for FWA is crucial. Besides quality control and design of repairs, rehabilitations and modifications, the Engineer is involved with design and planning future activities to help our conveyance system stay resilient. They prepare legal documents and descriptions of work to be performed ( specifications). They establish standards and sound technical assistance to the operations and maintenance departments. They maintain relationships with Reclamation and other public and private entities doing work along the Friant-Kern Canal.
With the introduction of the Sustainable Groundwater Management Act (SGMA), climate variation and desire to continue using the ageing Friant-Kern Canal for conveyance during critical times through the unforeseen future, the need for a Senior Level Engineer is apparent. This is someone who can coordinate with and direct consultants and construction firms, oversee the quality workmanship of staff, and help the Authority plan for changes in the future. We do not need a manager, we need someone with senior level technical skills, who can accomplish work and execute.

Considerations —

Q1: *Is there another employee in the same classification who can perform the critical components of the position?*

Currently we do not have anyone on staff that has the licensing or credentials (CA State Board of Registration Professional Engineer) necessary for either the Staff or Senior Engineer.

Q2: *Can the responsibilities of the position be streamlined, consolidated, or restructured for optimal efficiency and productivity without creating or reclassifying a position?*

It could be possible to maintain the lower level Staff Engineer position, and not reclassify. However, given the unique nature of our system and the need to oversee outside firms and lead our technical services division, a Senior Engineer would be more appropriate.

Q3: *What are essential components of the position that align with the Authority’s mission and strategic plan?*

The Senior Engineer would assist with preserving and enhancing the reliability and operational flexibility of members CVP water Supplies. They would also work to operate and maintain the Friant-Kern Canal safely and efficiently on behalf of all contractors.

Q4: *Is there a currently budgeted vacancy for the new position, or increase associated with the reclassification?*

The existing vacancy of Staff Engineer would cover a portion of the position, the increase associated with the reclassification would be covered by the reduction in staffing at the Water Resource Manager Position.

Q5: *Can you describe the return on investment? Will there be an increase in revenue or cost savings generated because of creating/filling this position?*

There likely will not be an increase in revenue associated with the hiring of a Senior Engineer, as the nature of the position is to rehabilitate and repair deficiencies in the system. An overall cost savings will be generated, as ~50% of the Water Resources Manager would equate to $76,170 and a full salaried (max rate) staff engineer would equate to $79195, making a combined total budgeted value of $155,365. As discussed in more detail below, the Senior Engineer salary range would go from $80,000 to $120,000 producing an annual cost savings of $35,365 to the Authority at the highest range of the salary.
Position Description – the existing position description for the staff engineer is attached. Revision and/or a re-drafting of the Senior Engineers position description is necessary to:

- Meld the previous work under the Water Resources Manager,
- Ensure coverage of the staff engineers typical duties and responsibilities
- Expand the typical duties and primary functions for more autonomy and higher expectation of deliverables.

Classification - The Senior Engineer is expected to be a full-time exempt (salaried) position. Part-time was not considered as the amount of back-logged and current work exceeds 40 hours per week. Consideration was given to hiring a consultant to complete the duties of the Senior Engineer but given the direction of the Authority in planning and executing projects along the Friant-Kern Canal and the need for technical expertise in engineering principles and practices, it was determined that the Authority would be better served with a permanent employee who could anticipate engineering problems and implement solutions for the resiliency of the system.

Compensation – The most recent salary survey conducted by FWA for the position of Staff Engineer in 2016 (attached) produced a wide range of responses. The lowest paid Staff Engineer reported by a subsection of irrigation districts was around $57,996. The highest paid Staff Engineer reported was $113,400. Producing an average Staff Engineer salary of $96,216. At the time the FWA max salary for the Staff Engineer was capped at $77,028, which was ~25% below average.

A quick review of salaries for Professional Engineer through the website glassdoor produced an average base salary of $96,520, very similar to the median salary produced by the Friant Division salary survey. A look at the same website shows a salary range for the Senior Engineer of $70,000 to $128,000. The most recent district to search for an Engineer has been by Tulare Irrigation District. There need was for a mid-level engineer (2-5+ years), salary was capped at $100,000. Friant Staff is proposing the Senior Engineer have 7-9+ years’ experience and a salary range of $80,000-$120,000.

BUDGET IMPACT:
None – Actually, it would result in a cost saving of $35,365 per year at the highest range in the salary.

ATTACHMENTS:
Existing Staff Engineer position description.
Occupational (Craft) Series

Staff Engineer

PRIMARY FUNCTION:

Under the general direction of the Assistant General Manager, performs engineering and technical work related to the planning, design, construction, operation, maintenance and right-of-way management of the Authority's water distribution and appurtenant facilities; and to do related work as required.

DISTINGUISHING CHARACTERISTICS:

Incumbents are expected to have knowledge of engineering principles and practices. Work assignments are received in general terms and are subject to review while in progress and upon completion, except where tasks to be performed fall within well-defined areas. As experience and proficiency are gained, assignments become progressively more diversified and difficult while exercising increasing independence of judgement.

TYPICAL DUTIES:

(1) Conducts or directs other technical personnel in carrying out various studies and field investigations to prevent and/or resolve engineering problems in the system. Such projects may include those pertaining to ground water, hydrologic and geologic investigations, seepage and drainage, soil mechanics, etc.; (2) Assists in the planning and quality control of construction activities including repairs, rehabilitation, modifications, and additions to system facilities; (3) Develops programs and establishes standards for operational maintenance; (4) Provides training and technical assistance to operations and maintenance departments; (5) Monitors right-of-way activities and encroachments and recommends resolutions to disputes; (6) Prepares legal documents related to engineering; (7) Conducts any necessary surveys and maintains the necessary filing system for all Authority maps and records; and, (8) Maintains liaison with other public agencies and private companies.

EMPLOYMENT STANDARDS:

Education and Experience:

Any combination equivalent to graduation from a four year college with a BS degree in civil or agricultural engineering.
Licensing: Valid certificate of registration as a civil or professional engineer issued by the California State Board of Registration for Professional Engineers is desirable. Valid California driver's license (Class C).

Typical Responsibilities: Knowledge of: (1) Electrical and civil engineering including electronic instrumentation, hydrology, surveying, structural design, and basic computer concepts and procedures.

Ability to: (2) Meet the Authority's technical and engineering service needs; (3) Anticipate engineering problems, including the development and implementation of effective solutions; (4) Organize and efficiently direct a small technical staff as necessary; (5) Establish and maintain cooperative working relations among subordinates, other departmental personnel, and the general public; (6) Prepare and deliver effective oral and written reports; (7) Minimize, and where possible, eliminate exposure of personnel to health and accident hazards; (8) Work irregular hours; (9) Expend moderate physical energy in periodic walking, climbing, and lifting; and, (10) Effectively demonstrate the application of all skills, knowledge, and aptitudes required to carry out the duties and responsibilities cited above.
PRIME R FUNCTION:

Under the direction of the General Manager, to organize, develop and administer the water resource management activities of the Authority, including analysis and review of internal and external water resource management programs; implementation of the Water Management Goal and other water resource related elements of the San Joaquin River Restoration Program; coordination of common Authority member water management activities as requested by member agencies; representation of various Authority interests in state and federal water policy venues; and to do related work as required.

TYPICAL DUTIES:

(1) Plans and directs the development of the Authority’s water resource management programs; (2) Reviews and provides technical and policy comments on outside agencies’ water resource management programs; (3) Consults with and advises Authority officials and member agencies in water resource matters; (4) Serves as principal point of contact regarding water resource management activities for outside agencies, including the U.S. Bureau of Reclamation; (5) Coordinates and directs Authority activities related to the Water Management Goal of the San Joaquin River Restoration Program; (6) Represents Authority interests on Delta issues (7) Prepares items for consideration by the General Manager and the Board of Directors; (8) Attends all meetings of the Board and advises Board of water resource programs of interest to the Authority; (9) Serves on a variety of committees; (10) Serves as Authority representative in a variety of water management groups/coalitions; (11) Establishes budgets for water resource management programs; and (12) Carries out special projects assigned by the General Manager.

EMPLOYMENT STANDARDS:

Education and Experience: Any combination equivalent to graduation from college with a major in engineering or water resource management and five years of responsible experience in water resource management and operations administration.

Licensing: California registration as a professional civil or agricultural engineer is desired. California driver's license (Class C).

Typical Responsibilities: Knowledge of: (1) Typical water resource management practices in California; State, Federal and Local water policies and water operations systems; California water rights system; large open channel conveyance systems.
Ability to: (2) Assume responsibility for the Authority's water resources department; (3) Anticipate problems concerning the management of water resources, (including development and implementation of solutions); (4) Provide water resource management and operational leadership to subordinates and other officials; (5) Establish and maintain cooperative working relations with other personnel, member agencies and the general public; (6) Effectively receive and disseminate information (including oral and written reports); (7) Incorporate safe practices into performance of job duties; (8) Work, generally, indoors in a controlled physical environment; work may involve irregular hours and travel away from home; (9) Expend moderate physical energy while sitting, standing, walking (work is mostly sedentary); and (10) Effectively demonstrate the application of all skills, knowledge, and aptitudes required to carry out the duties cited above.
PRIMARY FUNCTION:

Under general direction of the Director of Operations and Maintenance, supervises foremen, assists and directs in the planning, design, coordination, regulatory compliance, and safety functions of the Authority, including canal maintenance, and construction; to ensure proper maintenance of the canal system (including appurtenances); and perform related work as required.

TYPICAL DUTIES:

(1) Assist the Director of Operations and Maintenance in establishing the overall maintenance program priorities along with associated budgets; (2) Plan, organize, direct, and coordinate the Authority’s maintenance and construction activities, including major canal dewatering projects, canal and ditch maintenance, weed and pest program, building maintenance, maintenance and installation of canal turnouts, and related facilities; (3) Requisitions supplies and equipment; (4) Assist in the preparation of the Authority overall budget; (5) Inspects work in progress to ensure conformance to engineering specifications and other requirements; (6) Effectively communicates and administers the personnel policies and other established policies of the Authority; (7) Provides administrative, contract, and project management support for special projects or programs; (8) Administers the Authority safety program by ensuring compliance with both State and Federal regulations; (9) Coordinates with other public agencies and private companies related to Authority activities; (10) Prepares reports regarding maintenance program and project progress and status; (11) Oversees and directs Authority efforts related to regulatory compliance efforts.

EMPLOYMENT STANDARDS:

Education and Experience: Any combination equivalent to high school graduation and six years' experience in commercial construction supervision or construction and maintenance of irrigation canals and pipelines, including four years in a supervisory capacity. B.S. Degree in Construction Management, Business Administration, or Engineering is preferred.

Licensing Requirements: California driver's license (Class C) with the ability to obtain and retain a California driver’s license (Class A) and Qualified Applicators Certificate within one year of employment if directed.

Typical Responsibilities: Knowledge of: (1) mathematics, principles of civil engineering (including hydraulics, surveying, and drafting); project management, electrical systems,
blueprints, profiles, and plat books; mechanical operation of machines and the techniques employed in the construction, maintenance, and repair of canal systems and appurtenances; business administration and fiscal management, principles and techniques of supervision; federal, state and local safety regulations; Authority policies and operating procedures; contracts and agreements in which the Authority has responsibility.

Ability to: (1) Develop and effectively administer a department operating budget; (2) Anticipate problems, including the development and implementation of effective solutions, relating to construction, maintenance, and equipment; (3) Demonstrate leadership, effective supervision of staff, and orientation to goals in working with other employees and efficiently assist and direct in the planning, organization, control and scheduling the work of engineering and maintenance departments and others as assigned; (4) Establish and maintain cooperative working relations among maintenance personnel, those of other departments, and the general public; (5) Prepare and deliver effective oral and written reports; (6) Read, write, update, and interpret safety manuals and regulations for the Authority Safety Program; (7) Ensure compliance with the Authority Safety Program through instruction other employees, job site inspections, and incorporation of safe practices in Authority activities thereby minimizing and, where possible, eliminating exposure of personnel to health and accident hazards; (8) Work out of doors at irregular hours during all times of the years (under conditions of extreme heat, cold, dust, and heavy work loads, etc.); (9) Work above ground (up to 40 feet) and in excavations; and (10) Effectively demonstrate the application of all skills, knowledge, and aptitudes required to carry out the duties and responsibilities cited above.
### Tulare District
- **Pers:** EE 7%; District 13.14%
- **401K:** EE 7%; District 7%
- District pays 100%

### Pixley District
- **Lower Tule River**
- District pays 100%

### Exeter District
- **District pays 100%

### Low District
- **% of Gross**
- District pays 100%

### Kaweah Delta District
- **Low**
- **High**
- District pays 100%

### Terra Bella District
- **12 days a year**
- **21 max days**
- District pays 100%
- **1% COLA**
- District pays 100%
- District pays 100%
- **High**
- **Low**
- District pays 100%

### Water Res Tech
- **N/A**
- **12 days a year**
- **24 days max a year**

### FRA MAX
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<th>FRA MAX</th>
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<tbody>
<tr>
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### *Not all districts responded to survey.*

### Office Exp - salary shown at full-time equivalent (FTE) & seasonal FTE

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<thead>
<tr>
<th>Fringe Benefit</th>
<th>Exeter</th>
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<th>Tulare</th>
<th>Kaweah Delta</th>
<th>Terra Bella</th>
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<td><strong>Dental</strong></td>
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### *FRA MAX* All salaries for full-time equivalent (FTE) and seasonal FTE, except FRA MAX.

### *Extended Longevity Pay* All salaries for full-time equivalent (FTE) and seasonal FTE, except FRA MAX.

### *Annual Leave Payout* All salaries for full-time equivalent (FTE) and seasonal FTE, except FRA MAX.