

SAN GORGONIO PASS WATER AGENCY
1210 Beaumont Avenue, Beaumont, CA
Board of Directors Engineering Workshop
Agenda
September 14, 2020 at 1:30 p.m.

IN AN EFFORT TO PREVENT THE SPREAD OF COVID-19 (CORONAVIRUS), AND
IN ACCORDANCE WITH THE GOVERNOR'S EXECUTIVE ORDER N-29-20,
THERE WILL BE NO PUBLIC LOCATION FOR ATTENDING THIS
BOARD MEETING IN PERSON.

MEMBERS OF THE PUBLIC MAY LISTEN AND PROVIDE
PUBLIC COMMENT TELEPHONICALLY BY
CALLING THE FOLLOWING NUMBER: 669-900-6833
OR JOIN BY ZOOM:

<https://us02web.zoom.us/j/86903705816>

Meeting ID: 869 0370 5816

- 1. Call to Order, Flag Salute and Roll Call**
- 2. Public Comment:** Members of the public may address the Board at this time concerning items relating to any matter within the Agency's jurisdiction. Speakers are requested to keep their comments to no more than five minutes. Under the Brown Act, no action or discussion shall take place on any item not appearing on the agenda, except that the Board or staff may briefly respond to statements made or questions posed for the purpose of directing statements or questions to staff for follow up.
- 3. Review of 2021 Local Water Deliveries* (p. 2)**
- 4. Discussion of Cost Sharing Agreement for the San Gorgonio Pass Subbasin Groundwater Sustainability Plan* (p. 6)**
- 5. Announcement:**
 - A. Regular Board Meeting, September 21, 2020 at 1:30 p.m. – Teleconference/Zoom
 - B. Finance & Budget Workshop, September 28, 2020 at 1:30 p.m. – Teleconference/Zoom
 - C. Regular Board Meeting, October 5, 2020 at 1:30 p.m. – Teleconference/Zoom
- 6. Adjournment**

***Information included in Agenda Packet**

(1) Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for Public inspection in the Agency's office at 1210 Beaumont Avenue, Beaumont during normal business hours. (2) Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection at the Agency's office, located at 1210 Beaumont Avenue, Beaumont, California 92223, during regular business hours. When practical, these public records will also be made available on the Agency's Internet Web site, accessible at <http://www.sgpwa.com>. (3) Any person with a disability who requires accommodation in order to participate in this meeting should telephone the Agency (951 845-2577) at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation.



REVIEW OF 2021 LOCAL WATER DELIVERIES

ENGINEERING WORKSHOP SEPTEMBER 14, 2020





2021 REQUESTED DELIVERIES

- Banning – 200 AF
- YVWD – 220 AF
- BCVWD
 - 10,000 AF (Demands)
 - 2,500 AF (Additional Water if Available)
- TOTAL = 10,420 AF (12,920 w/additional water)



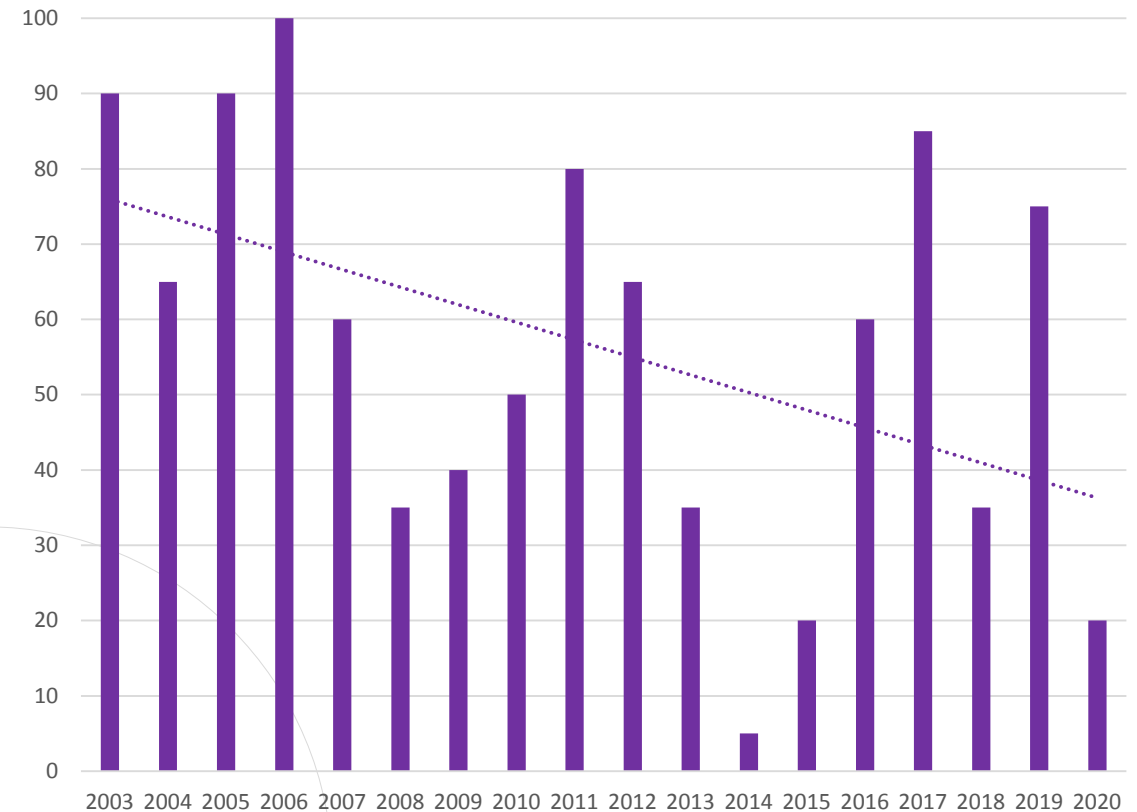
IMPORT AVAILABILITY

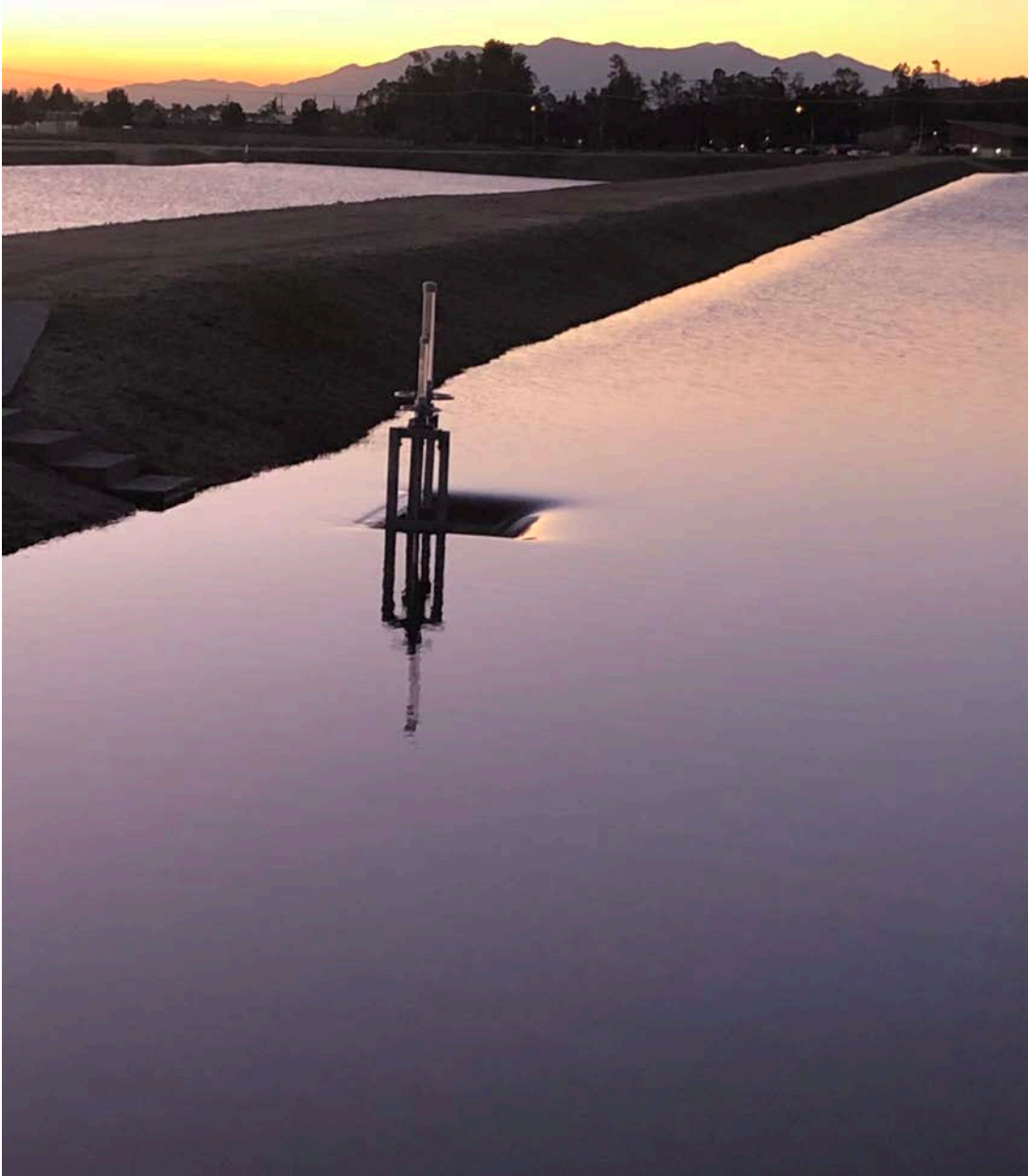
- **Pass Table A – 17,300 AF (100%)**
- **60% Long Term Reliability – 10,380 AF**
 - Transfers/Exchanges
 - 1,700 AF Nickel Water
 - 3,000 AF Ventura Water (TBD)
 - Yuba Water +/- 400 AF

• **2020 Table A @20% - 3,460 AF*



SWP Allocation History





2020 IMPORT UPDATE

THROUGH JULY WITH ESTIMATES TO CURRENT

- **DELIVERED**
 - 3,720 AF Carry Over
 - *1,200 AF in San Luis as reserve*
 - 1,300 Table A
 - 1,700 AF Nickel Water (Done 2020)
 - 400 AF Yuba Water (few more AF may trickle in)
 - 400 AF Ventura Exchange Water (~2,600 AF remain)
 - ESTIMATED TOTAL DELIVERED = 7,520 AF
- **REQUESTS**
 - 10,200 AF (2,800 AF Banking if available)

San Gorgonio Pass Water Agency

DATE: September 14, 2020
TO: Engineering Workshop
FROM: Lance Eckhart, General Manager
BY: Lance Eckhart, General Manager
SUBJECT: COST SHARING AGREEMENT FOR THE SAN GORGONIO PASS SUBBASIN GROUNDWATER SUSTAINABILITY PLAN

RECOMMENDATION

That the Engineering Committee move on to the Board of Directors a proposed action to enter into a Cost Sharing Agreement for work associated with the San Gorgonio Pass Subbasin Groundwater Sustainability Plan.

PREVIOUS CONSIDERATION

- None

BACKGROUND

In 2018, the Agency was awarded a \$1 million grant from the Department of Water Resources to develop a Groundwater Sustainability Plan (GSP) to support Sustainable Groundwater Management Act implementation.

The Agency contracted with Provost & Pritchard (P&P) to develop the GSP. The decision to contract with Provost & Pritchard was a unanimous one by the six members of the GSP Working Group. Provost & Pritchard's contract is for \$997,000. The Working Group members consist of the following:

1. San Gorgonio Pass Water Agency
2. City of Banning
3. Banning Heights Mutual Water Company
4. Cabazon Water district
5. Mission Springs Water District
6. Desert Water Agency

The potential to exceed the \$1 million grant amount due to scope changes as the program progressed was determined to be likely by the Working Group. A cost share agreement, to cover non-grant funded expenses, was discussed during the early stages of the project but no action was taken due to not knowing if it would be necessary. In June of 2020 it was clear to the Working Group clear that additional scope items would be necessary to implement the GSP and a change order would be needed to cover the additional work. The six members of the GSP Working Group unanimously agreed with the need for the proposed change order and with the terms of the cost share

agreement, subject to approval by the governing boards of each member of the Working Group (Attached).

The additional scope items consisted of the following:

1. **Groundwater Model:** A groundwater model was deemed a necessary tool for GSP implementation by the Working Group. Existing United States Geological Survey (USGS) models of the area existed but they did not cover the entire GSP area, needed to be modified for GSP use, been completed years ago and therefore needed to be modified, updated and recalibrated.
2. **Management and Facilitation:** Working Group staff were initially going to provide management/facilitation services through the GSP formation processes. The GSP process involves a material amount of sensitive and highly technical subjects, along with resulting management actions. The Working Group determined that that the GSP process would be more efficient and productive if managed/facilitated by third-party (P&P consulting team).

ANALYSIS

Work associated with the production of a groundwater model for the GSP area is at a cost not-to-exceed of \$75,360. Management/Facilitation services is at a cost of not-to-exceed \$7,500. The total for the additional scope items is \$82,860. This cost is under 10% of the total contract and was approved by Agency staff in June 2020 in order to not stall the overall GSP progress and comply with DWR grant timelines.

Cost share negotiations were discussed among the Working Group. Ultimately after considerations of geographic footprint, disadvantaged community status, equity and etcetera, the Working Group agreed to the cost share detailed below:

SGPWA:	5/15 of the shared costs or 33.3%
City of Banning:	2/15 of the shared costs or 13.3%
Banning Heights MWC:	2/15 of the shared costs or 13.3%
Cabazon Water District:	2/15 of the shared costs or 13.3%
Mission Springs Water District:	2/15 of the shared costs or 13.3%
<u>Desert Water Agency:</u>	<u>2/15 of the shared costs or 13.3%</u>
Total:	15/15 or 100.0%

Should there be additional change orders in the future, the cost share split would apply to those additional charges as well. Should those change orders bring the cumulative change order amount to greater than 10% of the contract, the matter would come back to the Agency Board for consideration.

FISCAL IMPACT

Funds exist in the Fiscal Year 2020-21 Budget to cover all costs associated with GSP preparation. The Agency would be responsible for approximately \$27,000 of the additional scope items discussed above.

ACTION

Recommend to the Board of Directors approval of the proposed Cost Sharing Agreement for work associated with the San Gorgonio Pass Subbasin Groundwater Sustainability Plan, including any non-substantive changes acceptable to the General Counsel, and authorize the General Manager to sign the agreement.

ATTACHMENT

Cost Sharing Agreement, San Gorgonio Pass GSP Working Group Members

**COST SHARING AGREEMENT BETWEEN THE
CABAZON WATER DISTRICT, CITY OF BANNING, BANNING HEIGHTS
MUTUAL WATER COMPANY, SAN GORGONIO PASS WATER AGENCY,
MISSION SPRINGS WATER DISTRICT, AND DESERT WATER AGENCY**

THIS COST-SHARING AGREEMENT (“**Agreement**”) is made as of _____, 2020 (“**Effective Date**”), by and between the CABAZON WATER DISTRICT (CWD), CITY OF BANNING (Banning), BANNING HEIGHTS MUTUAL WATER COMPANY (BHMWC), SAN GORGONIO PASS WATER AGENCY (SGPWA), MISSION SPRINGS WATER DISTRICT (MSWD), and DESERT WATER AGENCY (DWA), each a member agency of the San Gorgonio Pass Groundwater Sustainability Agency (SGP-GSA). The member agencies may individually be referred to as a “Member” or collectively as the “Members.”

RECITALS

A. The Members are member agencies of the San Gorgonio Pass Groundwater Sustainability Agency (SGP-GSA), formed by memorandum of agreement pursuant to the Sustainable Groundwater Management Act (SGMA) for the purpose of managing that portion of the San Gorgonio Pass Subbasin (Basin) encompassed by the Members’ collective regulatory jurisdictions;

B. The Members are responsible for developing a Groundwater Sustainability Plan (GSP or Plan) to be implemented no later than January 1, 2022 and designed to ensure the sustainable management of the Basin by January 1, 2042;

B. The Members may, from time to time, need to retain consultants or other professional services for the purpose of assisting the SGP-GSA in developing the groundwater sustainability plan (GSP) for the Basin.

C. SGPWA has been awarded two grants from the State of California, pursuant to Water Code § 79700 et seq. (Proposition 1) in the amount of \$1 million each, for a total of \$2 million, for the development of the GSP, including actions to benefit disadvantaged and severely disadvantaged communities within its jurisdictional boundaries (the “Grant Funds”).

D. The Members intend that the Grant Funds shall be used for the benefit of all Members.

C. The Members enter into this Cost Sharing Agreement to memorialize the allocation of costs attributed to each Member for the use of certain technical and legal consultants for development of the Plan.

AGREEMENT

NOW, THEREFORE, the Members hereby agree as follows:

1. Contracting Member. SGPWA shall, at the direction and with the approval of the Members, make and enter into contracts to secure the services of consultants and other professionals as necessary and appropriate for the purpose of developing the GSP.

2. Proposition 1 Grant Funds. Costs for consultants and other professionals shall be reimbursed first from the Grant Funds, where appropriate.

3. Shared Costs. All costs for consultant and/or other professional services that cannot be reimbursed from Grant Funds shall be Shared Costs of the Members. SGPWA agrees to fund the services up front. Each Member agrees to reimburse SGPWA its share of the Shared Costs on a periodic basis in arrears for the costs of the services provided hereunder based on the allocation of costs as set forth herein, or on an equal basis, as agreed to in writing by the Members. The Members agree that all charges to each Member for services provided under this Agreement shall be based on the actual costs without any allowance or margin for profit to the other Member.

4. Shared Cost Allocation. The Shared Costs shall be allocated among the Members as follows:

SGPWA:	5/15 of the shared costs or 33.333%
City of Banning:	2/15 of the shared costs or 13.333%
Banning Heights MWC:	2/15 of the shared costs or 13.333%
Cabazon Water District:	2/15 of the shared costs or 13.333%
Mission Springs Water District:	2/15 of the shared costs or 13.333%
Desert Water Agency:	2/15 of the shared costs or 13.333%
Total:	15/15 or 100.0%

5. Relationship. Nothing in this Agreement creates either: (a) a fiduciary duty among the Members or with any third party or (b) an attorney-client relationship between any attorney and any Member that is not represented by that attorney as its counsel.

6. Books and Records. Each Member shall maintain appropriate and accurate books of account and records relating to the services utilized by the Members under this Agreement, and such books of account and records shall be accessible for inspection by representatives (including the auditors) of the other Member at any time during normal business hours. Except in the ordinary course of business of each Member, the other shall, and shall use commercially reasonable efforts to cause each of its employees, contractors, agents, officers and directors to, keep confidential any and all information he or she may obtain from time to time in connection with the services he or she renders under this Agreement.

7. Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect until adoption by the SGP-GSA and submission to the Department of Water Resources of a Plan, or until terminated by mutual written agreement of the Members.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Members hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement.

9. Entire Agreement. This Agreement contains the entire agreement and understanding among the Members hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.

10. Alternative Dispute Resolution. The Members shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. If a dispute is unable to be informally resolved or settled by the Members, then thirty (30) days prior to filing any legal action, other than a legal action for temporary injunctive relief as contemplated herein, the executive officers of each Member shall meet together in person in good faith to endeavor to reach a mutually beneficial resolution and settlement of such dispute.

11. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

IN WITNESS WHEREOF, the Members hereto have executed this Agreement as of the Effective Date.

CABAZON WATER DISTRICT

Approved By:

Date

Approved As To Form:

General Counsel

CITY OF BANNING

Approved By:

Date

Approved As To Form:

General Counsel

BANNING HEIGHTS MUTUAL WATER COMPANY

Approved By:

Date

Approved As To Form:

General Counsel

SAN GORGONIO PASS WATER AGENCY

Approved By:

Jeff Davis, Executive Director

Date

Approved As To Form:

General Counsel

MISSION SPRINGS WATER DISTRICT

Approved By:

Date

Approved As To Form:

General Counsel

DESERT WATER AGENCY

Approved By:

Date

Approved As To Form:

General Counsel

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San Geronio Pass GSP Development

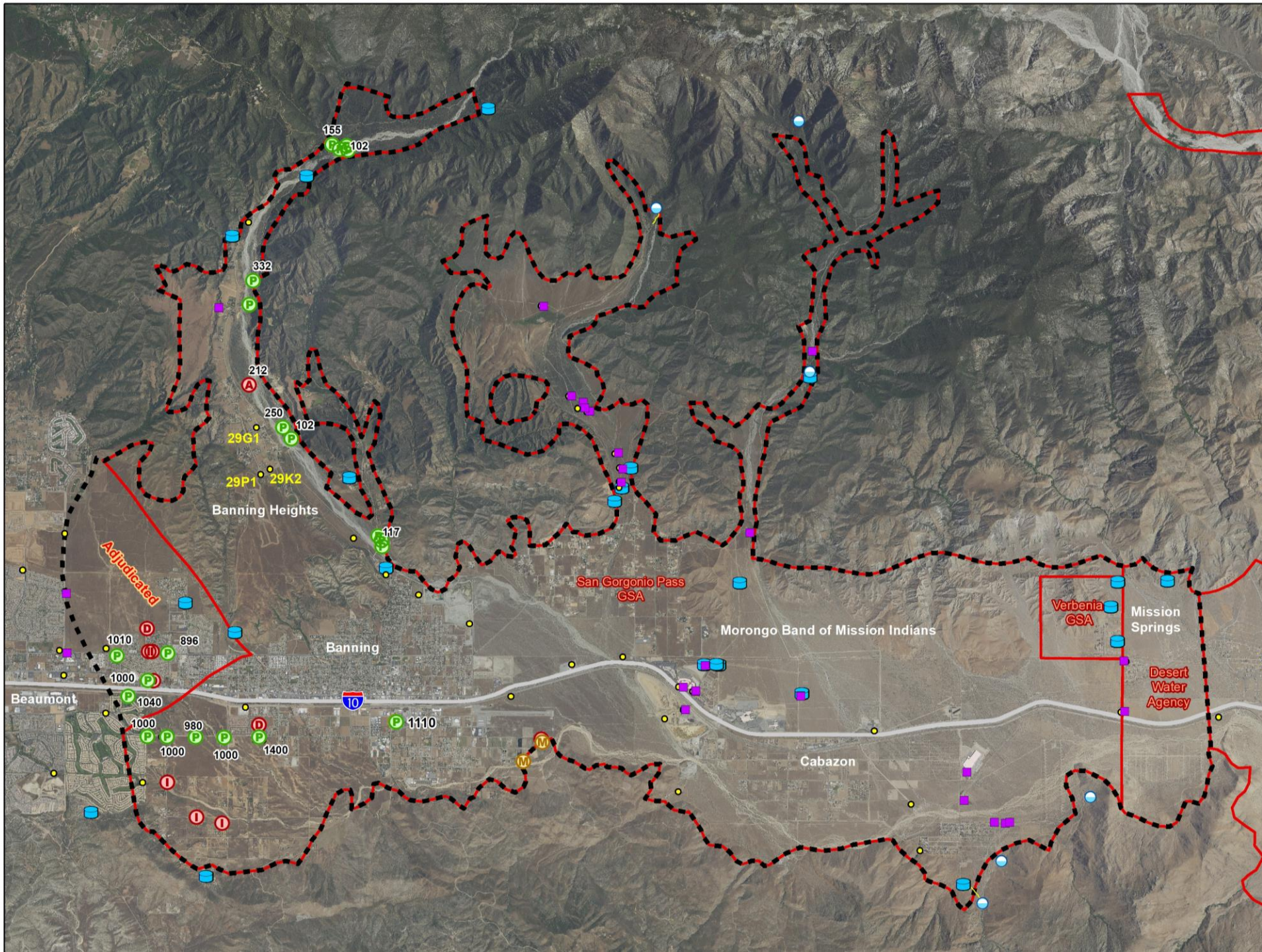
**ENGINEERING
WORKSHOP**

SEPTEMBER 14, 2020

San Gorgonio Pass GSA

Production Well Map

DRAFT












 San Gorgonio Pass Subbasin (B118, 2019)

 GSA Boundary

 Interstate

Well Site

Status, Type

-  Active, Production
-  Active, Monitor
-  Inactive, Production
-  Abandoned, Production
-  Destroyed, Production
-  DWR WDL Station
-  Spring/Water Source
-  Other Production Well Site
-  Water Tank

Areas outside USGS' model

- Beaumont
- Banning Bench
- Banning
- South Banning
- Millard Canyon
- Potrero Canyon
- Hathaway Canyon
- Area in the Cabazon Storage unit above San Gorgonio Pass Fault

