

SAN GORGONIO PASS WATER AGENCY
1210 Beaumont Avenue, Beaumont, CA
Board of Directors Engineering Workshop
Agenda
February 10, 2020 at 1:30 p.m.

- 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. To comment on specific agenda items, please complete a speaker's request form and hand it to the board secretary. 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 Directors' Travel and Expense Policy* (p. 2)**
- 4. Review of YVWD Request for Additional Delivery Points* (p. 8)**
- 5. Status Report on Fiesta Recharge Facility**
- 6. Review of Options for Additional Table A Water**
- 7. Review of Voluntary Agreement Framework* (p. 36)**
- 8. Announcement:**
 - A. Water Conservation and Education Workshop, February 13, 2020 at 1:30 p.m.
 - B. Office closed February 17, 2020 in observance of Presidents' Day
 - C. Regular Board Meeting, **Tuesday**, February 18, 2020 at 1:30 p.m.
- 9. 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.

SAN GORGONIO PASS WATER AGENCY

DIRECTORS' TRAVEL AND EXPENSE REIMBURSEMENT POLICY

(Revised January 3, 2011)

1. GENERAL STATEMENT OF POLICY

The Board of Directors of San Gorgonio Pass Water Agency is charged with establishing and maintaining the policies of the Agency as set forth by State Law, and with providing general oversight of the administration of the Agency. The day-to-day operation of the Agency has been delegated to the General Manager who is responsible to the Board.

Each Director whether elected at large or by division is responsible to the members of the general public within the Agency as well as the public in his or her own division for the proper conduct of Agency affairs. Each Director is also responsible to the Board itself. In the fulfillment of these responsibilities, Directors must be informed of and familiar with the San Gorgonio Pass Water Agency law, its statutory powers and duties, and the general programs and policies of the Agency.

The Agency policy for travel and expense reimbursement is premised on a finding by the Board of Directors that activities which fulfill the Director's obligation to be informed are of benefit to the Director, the Board, the Agency, and the members of the public, and that the activities listed below are directly related to furthering of the Agency's purpose. Agency Directors must be informed about national, state-wide, and local water, groundwater, wastewater programs and issues. Ordinary and necessary business expenses are expenses that have a direct benefit to fulfill the legislative duties of the Agency.

2. GENERAL RULES REGARDING TRAVEL AND EXPENSE REIMBURSEMENT

Agency rules with respect to reimbursement for actual, ordinary, and necessary business expenses (including travel expenses) incurred in such activities and subject to annual budget limitations set by the Board shall be as follows:

- a) Each Director shall be allocated a total amount per year for expenses subject to appropriation in the budget by the Board, however newly elected directors will be allocated a total of \$3,000 for travel and education. This amount shall be clearly indicated in the budget under Directors Travel and Education. This amount may be revised from time to time as approved by the Board of Directors. Any expenses incurred for the purposes as set forth herein within the budgeted amount shall be reviewed, ratified for payment by the Finance and Budget Committee and recommended for approval by the Board of Directors. Subsequent to the reimbursement for travel being paid, any payment not approved by the Board of Directors for any reason will be deducted from the director's next check.
- b) Any Expense (including travel expenses) incurred in excess of the budgeted amount shall not be paid unless authorized by the Board of Directors prior to the expense being incurred. In the event that prior Board approval is not possible, then the President of the Board can authorize such expense.

3. ORDINARY AND NECESSARY BUSINESS EXPENSES.

Those ordinary, necessary and reasonable business expenses incurred as a result of activities directly related to Agency purposes are reimbursable. Expenses incurred as a result of a bona fide personal, family, or medical emergency that would not have been incurred were it not for Agency business are also reimbursable. Because the Pass Agency is a public agency, such expenses should be carefully considered, bearing in mind that these are public funds and that only a reasonable level of expense is warranted. For example, ordinary expenses incurred in traveling by personal automobile, including gas mileage and repairs, maintenance, etc directly related to use

**SAN GORGONIO PASS WATER AGENCY
DIRECTORS' TRAVEL AND EXPENSE REIMBURSEMENT POLICY
(Revised January 3, 2011)**

of a car, for Agency purposes, shall be allowed at the Agency's then prevailing rate in accordance with the standard mileage rate set by the Internal Revenue Service. Air travel shall ordinarily be reimbursed at the advance purchase or coach fare unless such fares are unavailable. Hotel expenses incurred by overnight travel on behalf of the Agency shall be reimbursed, but such accommodations should be reasonable in nature, rather than extravagant. Business meals incurred as a result of travel out of town, or meals in town which are engaged in for bona fide Agency purposes and in which substantial business discussions involving the Agency take place, shall also be reimbursed, but only at a reasonable level of expense. Business telephone calls shall be reimbursed and telephone calls made by Directors to their residences (maximum of one call per day) or places of business when traveling on Agency business shall be reimbursed. Automobile rental, baggage handling, tips, etc., are reimbursable expenses. This listing is intended to be representative, but not exclusive. The Agency shall not pay for any alcoholic beverage of any type consumed by directors, staff or their guests. Actual, reasonable, ordinary and necessary business expenses incurred by attendance of events approved by the Board as days of service, and at educational events related to water issues in the area, region, or state, is necessary for education of the directors and shall be reimbursed by the Agency upon presentation of satisfactory evidence (receipts, including travel expense receipts) of the expenditures. Attendance at these events include, regular or special meetings of any organization in which San Gorgonio Pass Water Agency is a member, or at special events, programs, conferences, symposiums or seminars as deemed necessary by the director (s) for their continuing education and information.

4. SPECIFIC TRAVEL REIMBURSEMENT RULES:

Travel is a necessary operation of the Agency. The Agency has no intention of denying any director reimbursement for official Agency travel. The Agency will reimburse each director for their actual travel expenses associated with performing their duties.

- 1) Reimbursement for the use of a personal automobile will be made on the basis of actual mileage at the official mileage rate. The official mileage rate for the Agency is the

**SAN GORGONIO PASS WATER AGENCY
DIRECTORS' TRAVEL AND EXPENSE REIMBURSEMENT POLICY
(Revised January 3, 2011)**

Standard Mileage Rate set annually by the Internal Revenue Service. Mileage between a director's residence and the Agency's administration building is not reimbursed.

- a) The Agency assumes no responsibility for any maintenance, operational costs, accidents, fines, etc., incurred by the owner of the vehicle while on official business.
- b) The Agency is responsible for determining whether the traveler is properly insured while using a privately owned vehicle on official business. The traveler may be required to provide proof of adequate insurance before being allowed to use privately owned vehicle on official business.
- c) The Agency will not reimburse for mileage driven within the Agency's boundaries. In the event the destination of travel is outside the Agency's boundaries the actual miles will be calculated from the Director's residence to the destination.
- d) When travelers interrupt travel or deviate from the direct route for personal convenience or personal leave, they will be reimbursed only at the rate for uninterrupted travel by the most direct route.
- e) Allowable mileage will be determined and verified by going to www.mapquest.com, www.randmcnally.com, or a similar internet mileage calculator or by actual recorded odometer readings.
- f) When travelers must use premium transportation, such as first class, for health or other medical reasons, those reasons must be affirmed in a statement by the director on the Request for Reimbursement Form.
- g) A copy of the official conference brochure, registration form, or other documentation of the conference, showing information about designated conference hotels, must be attached to the Request for Reimbursement Form when requesting reimbursement. After attending the conference,

**SAN GORGONIO PASS WATER AGENCY
DIRECTORS' TRAVEL AND EXPENSE REIMBURSEMENT POLICY
(Revised January 3, 2011)**

meeting, etc, the director shall present an oral report of the event at the next Board meeting.

- 2) Car rental shall be limited to official business only and shall be allowed only for those situations when this mode of travel is more economical than taxi, airport shuttle, etc. Reimbursement for rental car shall be only for use on official business. Any portion of car rental expense that is determined to be personal in nature will be the responsibility of the traveler and the Agency will not reimburse the director for such expenses.
- 3) Expense reimbursement for hotel and meals while traveling out of town will be paid only with original receipts for lodging, registration fees, rental cars, parking, phone calls, taxis and shuttles, and commercial travel and based on dates of travel.
 - a) An agency director is, normally, not entitled to lodging when travel distance is less than thirty-five miles (one-way mileage). The thirty-five mile radius starts from the Administration Building of the Agency. All exceptions to the thirty-five-mile limitation policy must be approved by the Board of Directors at a regularly scheduled Board meeting prior to travel.
 - b) Meals on the day of travel will be reimbursed to and from the event.
 - c) If a meal is provided by a common carrier without charge, such as on an airplane, reimbursement is not allowed for that meal.
 - d) Reimbursement is not allowed for personal entertainment, alcoholic beverages, valet services, flowers, laundry, cleaning or printed items.
 - e) Reimbursement may not be claimed for meals, lodging or any items provided free of charge by individuals or organizations.
 - f) Reimbursement may not be made for lodging in a private home. If the traveler stays overnight at no cost to the Agency, such as with family or friends, meals may be claimed.

**SAN GORGONIO PASS WATER AGENCY
DIRECTORS' TRAVEL AND EXPENSE REIMBURSEMENT POLICY
(Revised January 3, 2011)**

- 4) Reimbursement for expenses incurred under any other circumstances may be made by the Board of Directors only after a specific finding that the expenses were reasonable, ordinary and necessary, and directly related to Agency purposes.
- 5) Directors are authorized to travel anywhere within the State of California, or to participate in any Water Education Foundation tour. Travel to other states outside of a WEF tour is allowed if approved in advance by the Board of Directors at a regularly scheduled Board meeting.

5. EXPENSES INCURRED BY PERSONS OTHER THAN DIRECTORS

The additional travel expenses of spouses, family members or guests who accompany Directors are not reimbursable by the Agency, unless that person's presence on the trip has a bona fide Agency purpose; that is, that such person's presence is essential to the performance of a Director's duties. Nevertheless, for those expenses which remain the same regardless of the family member's or guest's presence, such as vehicle or hotel expenses, the Director shall be reimbursed the full amount even though the family member or guest may have received an incidental benefit.



Yucaipa Valley Water District

12770 Second Street • P. O. Box 730 • Yucaipa, California 92399-0730
(909) 797-5117 • Fax: (909) 797-6381 • www.yvwd.dst.ca.us

August 15, 2017

Jeff Davis, General Manager
San Gorgonio Pass Water Agency
1210 Beaumont Avenue
Beaumont, California 92399

Subject: Application for Four (4) Additional Imported Water Delivery Points at Various Locations from the San Gorgonio Pass Water Agency

Dear Mr. Davis:

Please find attached a completed *Application for SGPWA Water Service in Accordance with SGPWA Ordinance No. 8* for additional delivery points to be used by Yucaipa Valley Water District. In addition to the previously approved service connection to Yucaipa Valley Water District, approved by the San Gorgonio Pass Water Agency as Resolution No. 2007-03 (SGPWA Connection Point 1), the Yucaipa Valley Water District respectfully requests the addition of the following connection points:

- SGPWA Connection Point No. 2 Surface Spreading / Groundwater Recharge at the Wilson Creek Spreading Basins, Bryant Street, Yucaipa, California;
- SGPWA Connection Point No. 3 Surface Spreading / Groundwater Recharge at the San Gorgonio Pass Water Agency, Beaumont Avenue Recharge Facilities, Beaumont Avenue, Beaumont California;
- SGPWA Connection Point No. 4 Surface Spreading / Groundwater Recharge at the Beaumont Cherry Valley Water District, Brookside Spreading Basins, Beaumont Avenue, Beaumont, California; and
- SGPWA Connection Point No. 5 Surface Spreading / Groundwater Recharge at the San Bernardino Valley Municipal Water District, Bunker Hill Basin Conjunctive Use Project, Redlands, California.

To facilitate the processing of this application, the Yucaipa Valley Water District understands that:

- All imported water ordered and delivered to the Yucaipa Valley Water District from the San Gorgonio Pass Water Agency will be identified and categorized as part of the *Supplemental Water Calculations for SBVMWD & SGPWA* (see Exhibit A). This monthly spreadsheet summary will be expanded to include information about surface spreading / groundwater recharge activities from imported water supplied by the San Gorgonio Pass Water Agency.

Directors and Officers

CHRISTOPHER MANN
Division 1

BRUCE GRANLUND
Division 2

JAY BOGH
Division 3

8 / 5 2
GRANLUND
Division 4

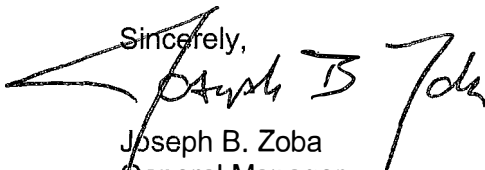
THOMAS SHALHOUB
Division 5

JOSEPH B. ZOBA
General Manager
and Secretary

- The imported water purchased from the Yucaipa Valley Water District from the San Gorgonio Pass Water Agency at a delivery point outside of the boundary of the San Gorgonio Pass Water Agency will ultimately be used within the boundary of the San Gorgonio Pass Water Agency.
- The requested approvals for SGPWA Connection Point Nos. 2 and 5 will require a joint agreement between the San Gorgonio Pass Water Agency, the San Bernardino Valley Municipal Water District, and the Yucaipa Valley Water District. Please advise how you would like to proceed with this multi-party agreement.
- The requested approvals for SGPWA Connection Point Nos. 3, 4, and 5 will be considered and possibly pre-approved by the San Gorgonio Pass Water Agency. The Yucaipa Valley Water District appreciates the approval of these Connection Points in order to facilitate the funding commitments and additional agreements that are necessary to fully implement at utilize the recharge facilities.

Should you have any questions, or require any additional information, please contact me directly at (909) 797-5119 x2 or at jzoba@yvwd.dst.ca.us.

Sincerely,



Joseph B. Zoba
General Manager

Copies to:

- Douglas Headrick, San Bernardino Valley Municipal Water District (with attachments)

Attachments:

- **Exhibit A** - Supplemental Water Calculations for San Bernardino Valley Municipal Water District and the San Gorgonio Pass Water Agency
- **Exhibit B** - Email Message from Jeff Davis to Joseph Zoba dated Monday, July 17, 2017
- **Exhibit C** - San Gorgonio Pass Water Agency *Application for SGPWA Water Service in Accordance with SGPWA Ordinance No. 8*, dated July 17, 2017
- **Exhibit D** - Yucaipa Valley Water District Workshop Memorandum No. 17-108, Application for Four (4) Additional Imported Water Service Connections with the San Gorgonio Pass Water Agency, July 25, 2017



San Geronio Pass Water Agency
APPLICATION FOR SGPWA WATER SERVICE
IN ACCORDANCE WITH SGPWA ORDINANCE NO. 8

1. APPLICANT NAME: Yucaipa Valley Water District

2. LEGAL CAPACITY:

Public Agency (enabling law): California Government Code Sections 30000
 Public Utility (enabling law): _____
 Mutual Water Company PUC Regulated Water Company
 Private Water Company Partnership Individual
 Limited Liability Company (State): _____
 Corporation (type and State): _____

3. TYPE OF USE:

Municipal Industrial Agriculture Recreation
 Ground Water Recharge Other _____

4. QUANTITY and FLOW RATES:

Maximum Flow Rate (cfs) 30 cfs Minimum Flow Rate (cfs) 0 cfs

FIRST YEAR QUANTITY REQUESTED BY MONTH FOR (Acre-Feet)

January: 2017 - 0 acre feet	July: 2017 - 0 acre feet
February: 2017 - 0 acre feet	August: 2017 - 0 acre feet
March: 2017 - 0 acre feet	September: 2017 - 0 acre feet
April: 2017 - 0 acre feet	October: 2017 - 0 acre feet
May: 2017 - 0 acre feet	November: 2017 - 0 acre feet
June: 2017 - 0 acre feet	December: 2017 - 0 acre feet

TOTAL ANNUAL QUANTITY FIRST YEAR: 0 acre feet

YEARS 2 through 5 ANNUAL QUANTITY (acre feet) :

2ND: Varies 0 to 500 3RD: Varies - 0 to 500 4TH: Varies 0 to 500 5TH: Varies 0 to 500

STAFF USE ONLY

First Application Renewal Application Assigned to: _____

Date Accepted: _____ Board Hearing Date: _____

Staff Recommendation: _____

Environmental Finding: Exempt De Minimus Negative Declaration
 Mitigated Negative Declaration EIR

SGPWA Ordinance No. 8 Application
Page 2 of 3

5. LOCATION OF USE (indicate all areas where SGPWA water will be used):

- Township, Range, Section, ¼ ¼: _____
- Assessors Parcel Number: See Attached _____

6. FACILITIES CONSTRUCTION (describe all physical facilities that will be constructed as a result of this application, including specific connections to SGPWA owned facilities—attach design preliminary design if available): See Attached _____

7. LOCATION OF DELIVERY (indicate where connection will be made to SGPWA system):

- Township, Range, Section, ¼ _____
- Assessors Parcel Number: See Attached _____
- SGPWA Pipeline Station if known _____

8. TREATMENT (describe water treatment facilities (if any) that will be used for the purpose of use intended by the applicant): Not applicable. _____

9. ACKNOWLEDGMENT BY APPLICANT:

Applicant acknowledges and agrees to the following by signature below:

- SGPWA water service will at all times be in accordance with SGPWA Ordinance No. 8, and any other rules and regulations as may be amended, adopted or mandated by the SGPWA Board of Directors or any entity of the State of California. SGPWA water service is wholesale in nature. Due to the annual variable nature of the SGPWA water supply, SGPWA water deliveries shall not constitute a vested right to a fixed amount of SGPWA water each year or to any specific level of pressure.
- SGPWA water service shall be subject to all of the terms and conditions of SGPWA's SWP contract with DWR, including delivery interruption by reason of DWR and/or SGPWA's requirements for maintenance and operation of its facilities or by reason of demand in excess of SGPWA's Table A Amount. SGPWA water is raw and untreated, and SGPWA makes no representation as its quality with respect to suitability for any particular purpose.

SGPWA Ordinance No. 8 Application
Page 3 of 3

- Applicant agrees to fund all costs that result from processing this application and/or from construction of facilities required to provide the service requested, including but not limited to: environmental review; circulation of the application for review by the public; engineering analysis and design; and, construction of related physical facilities. The applicant will deposit sufficient funds with the SGPWA prior to expense being incurred by SGPWA.
- Applicant agrees to pay charges for SGPWA water delivered at established SGPWA rates within 30 days after SGPWA invoice. The Applicant shall not use the water delivered by SGPWA outside of SGPWA.
- Applicant agrees to defend, indemnify and hold harmless SGPWA, its directors, officers, agents and employees from and against any and all claims, demands, losses, costs, expenses, liability and damages, including but not limited to reasonable engineers' and attorneys' fees, arising out of or related to (i) the control carriage, handling, use, disposal, or distribution of water delivered by SGPWA after the point of delivery; (ii) the attachment to or removal of Applicant's facilities to those of SGPWA; and (iii) the environmental review and approval for this Application. This covenant to defend, indemnify and hold harmless shall survive the termination of SGPWA's water service to Applicant.

Yucaipa Valley Water District

Applicant

Signature

Joseph B. Zoba

Printed Name

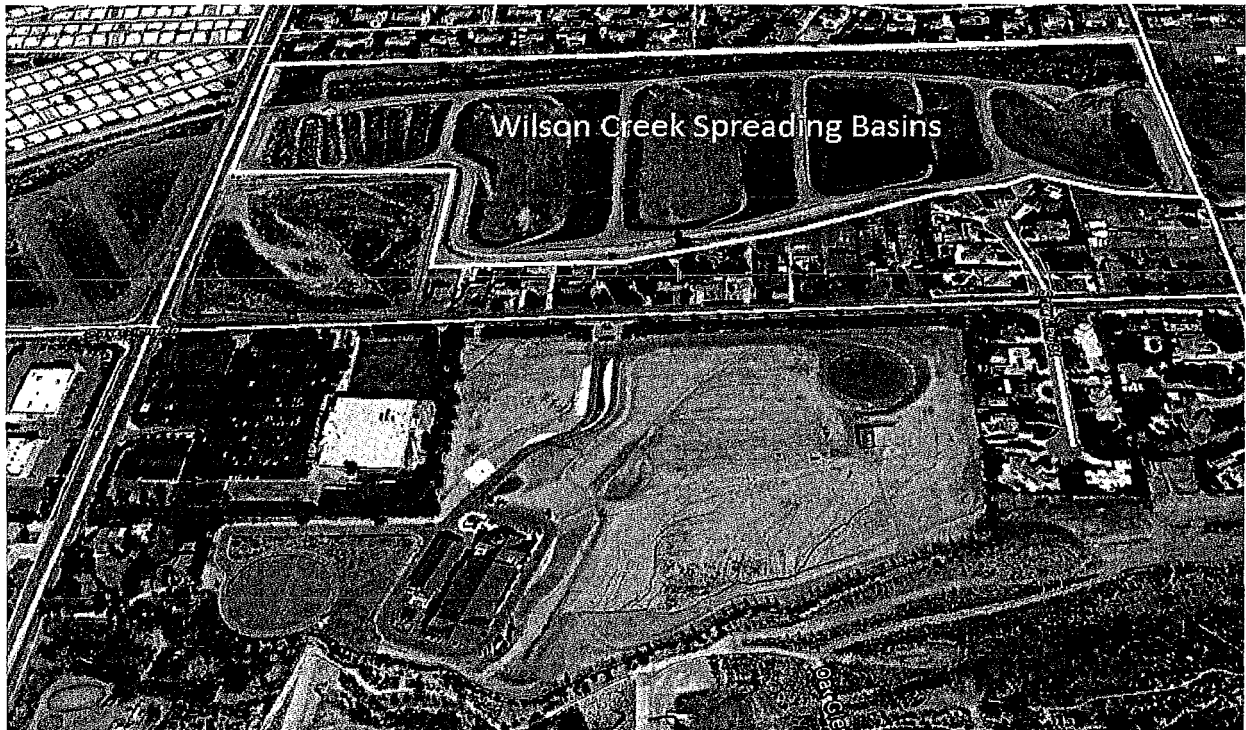
General Manager

Title

July 17, 2017

Date

San Gorgonio Pass Water Agency Connection Point 2 Wilson Creek Spreading Basins



Assessor Parcel Numbers: 032105220; 032105222; 032105227; 032106106; 032106107; 032106112; and 032106117

Site Description:

The Wilson Creek Spreading Basins were originally constructed by the Yucaipa Valley Water Conservation District. The property is currently owned by the County of San Bernardino. The San Bernardino Valley Municipal Water District owns and operates the Wilson Creek Turnout which provides flow metering capability and flow control of water deliveries to the Wilson Creek Spreading Basins for groundwater recharge purposes. The Wilson Creek Spreading Basins has the ability to receive up to 30 cubic feet per second (cfs) from San Bernardino Valley Municipal Water District. As a result of this application, some of the water delivered to this site may be from the San Gorgonio Pass Water Agency.

Flow Rates:

The minimum flow rate will be 0 cubic feet per second and the maximum flow rate will be 30 cubic feet per second. The specific flow rate and imported water contribution will be determined jointly by the San Bernardino Valley Municipal Water District, the San Gorgonio Pass Water Agency, and the Yucaipa Valley Water District.

San Gorgonio Pass Water Agency Connection Point 3 SGPWA Beaumont Avenue Recharge Facility



Assessor Parcel Numbers: 404010016; and 404010017

Site Description:

The Beaumont Avenue Recharge Facility ("Facility") will consist of a series of five tiered basins, each separated by earthen berms. The Facility would have raised embankments along its perimeter so that a portion of the basins will be above the current ground elevation and a portion of the basins will be below the current ground elevation. The recharge facility has been designed for an infiltration rate of two feet per day and to accommodate a maximum flow rate of 20 cubic feet per second (cfs). With a capacity of 20 cfs, the normal operation of the facility would allow recharge of 3,000 acre feet per year to 4,000 acre feet per year. The proposed recharge basin would be operating during wet periods of the year. Each basin would have a maximum ponding depth of 5.5 feet and a minimum freeboard of 1.5 feet from water surface to the basin rim.

Flow Rates:

The minimum flow rate will be 0 cubic feet per second and the maximum flow rate will be 20 cubic feet per second. The specific flow rate and imported water contribution will be determined by the San Gorgonio Pass Water Agency and the Yucaipa Valley Water District.

San Gorgonio Pass Water Agency Connection Point 4 BCVWD Brookside Spreading Basins



Assessor Parcel Number: 403200007

Site Description:

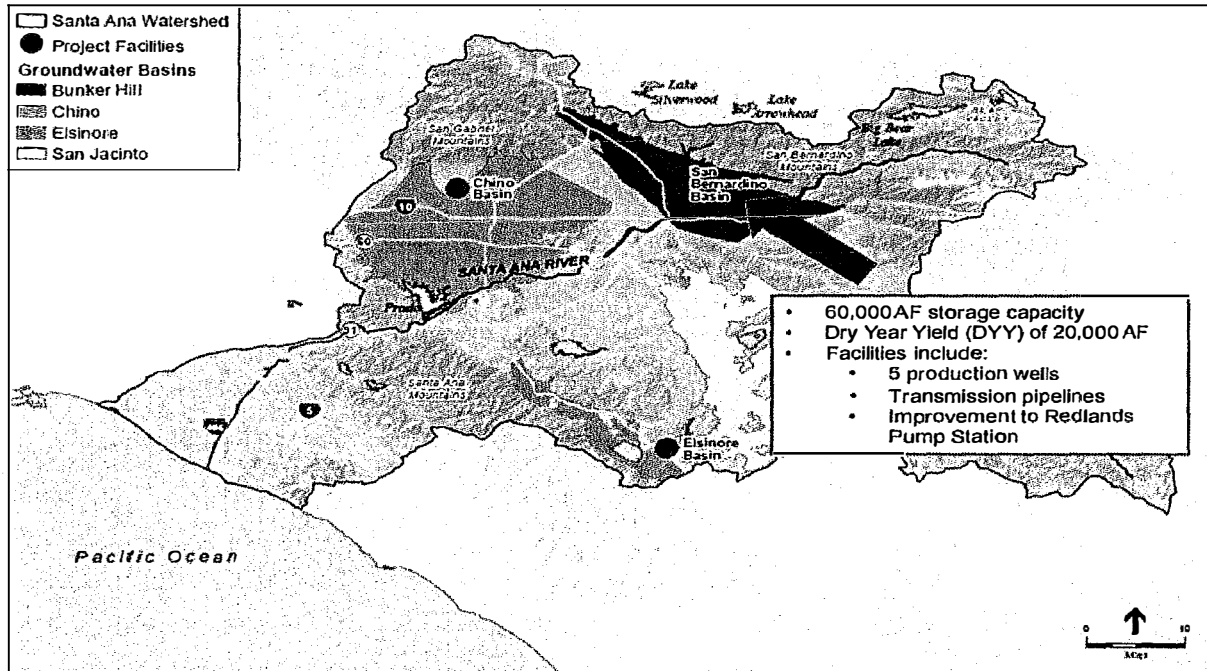
The Brookside Spreading Basins are operated by the Beaumont Cherry Valley Water District and is used to recharge captured storm flow and imported water from the San Gorgonio Pass Water Agency. The initial spreading facilities were completed and operational in 2006, with the most recent phase being completed in 2014. This site has excellent recharge capabilities with historic long-term percolation rates 7 to 10 acre-feet per acre per day. Following approval of a connection point by the San Gorgonio Pass Water Agency, the Yucaipa Valley Water District will pursue a separate agreement to form a partnership with the Beaumont Cherry Valley Water District.

Flow Rates:

The minimum flow rate will be 0 cubic feet per second and the maximum flow rate will be 20 cubic feet per second. The specific flow rate and imported water contribution will be determined jointly by the Beaumont Cherry Valley Water District, the San Gorgonio Pass Water Agency, and the Yucaipa Valley Water District.

San Gorgonio Pass Water Agency Connection Point 5 Bunker Hill Conjunctive Use Program

Bunker Hill / SBBA Bank



Assessor Parcel Numbers: Various

Site Description:

On September 17, 2013, the San Bernardino Valley Municipal Water District and the San Gorgonio Pass Water Agency conducted a joint board meeting that included a discussion about a proposed Bunker Hill Conjunctive Use Project (“Bunker Hill CUP”). The Bunker Hill CUP would provide the San Gorgonio Pass Water Agency and the Yucaipa Valley Water District with an opportunity to store imported water south of the Delta in the Bunker Hill Basin.

Flow Rates:

The minimum flow rate will be 0 cubic feet per second and the maximum flow rate will be 30 cubic feet per second. The specific flow rate and imported water contribution will be determined jointly by the San Bernardino Valley Municipal Water District, the San Gorgonio Pass Water Agency, and the Yucaipa Valley Water District.

Exhibit A

Supplemental Water Calculations for the
San Bernardino Valley Municipal Water District and the
San Gorgonio Pass Water Agency

Supplemental Water Calculations for SBVMWD & SGPWA
 Monday, July 17, 2017

\$309.00
 Effective 7/1/09

Potable Water Calculation:

Calculations	June 2017		
	SBVMWD	SGPWA	Total
Quantity of Imported Water Delivered to YVWD (AF)	[A]	--	1,014.60
Quantity of Filtered Water Delivered to Customers (AF)	[B]	--	879.57
Potable Water Consumption By County (kgal)	[C]	294,235	43,982
Percentage of Domestic Use per County	[D] = % of [C]	87.0%	13.0%
Preliminary Allocation of Filtered Water (AF)	[E]=[B]*[D]	765.19	114.38
Well No. 35 Production (AF)	[F]	--	0.00
Well No. 40 Production (AF)	[G]	--	0.00
Well No. 48 Production (AF)	[H]	--	0.00
Well No. 61 Production (AF)	[I]	--	0.00
Calculation of Filtered Water Use in Riv. Co. (AF)	[J]=[E]-[F]-[G]-[H]-[I]	--	114.38
Revised Allocation of Filtered Water (AF)	[K]	765.19	114.38
Imported Water Allocated to YVWD (AF)	[L]	682.31	--
Imported Water Allocated to WHMWC (AF)	[M]	82.88	--

Recycled Water Calculation:

Calculations	June 2017		
	SBVMWD	SGPWA	Total
Quantity of Recycled Water from Direct Imports (AF)	[N]=[A]-[B]	--	--
Amount of Recycled Water from B-8 at Wochholz RWRF (AF)	[O]	--	88.43
Actual Recycled Use in Riv. Co. (AF)	[P]	--	6.15
Revised Allocation of Recycled Water Use from YVRWFF (AF)	[Q]	0.00	0.00

Summary of Monthly Water Purchase from SGPWA

June 2017		
SBVMWD	SGPWA	Total
765.19	114.38	879.57

		Potable	114.38 AF
Checks paid to SGPWA	Check Number		
	Check Date		
	Check Amount	\$309 AF	\$35,343.42
		Recycled	0.00 AF
Checks paid to SGPWA	Check Number		N/A
	Check Date		N/A
	Check Amount	\$309 AF	\$0.00

6/30/2017 CHECK REQUEST

02-5-01-51316	Potable (114.38 AF)	\$35,343.42
02-5-01-51316	Recycled (0.00 AF)	\$0.00
SGPWA CHECK TOTAL		\$35,343.42

Exhibit B

Email Message from Jeff Davis to Joseph Zoba
dated Monday, July 17, 2017

Joseph Zoba

From: Jeff Davis <JDavis@sgpwa.com>
Sent: Monday, July 17, 2017 8:02 AM
To: Joseph Zoba
Subject: Additional Delivery Points for YVWD Water

Joe,

Following up on a conversation we had a few weeks ago, we need to work together to add some delivery points to your water service from the Agency. This will be done formally by completing a three page form that can be found on the Agency's web site. I can probably do some of that work for you, but I would like a letter first that would initiate the process.

The letter would indicate the District's desire to change its service from the Agency by adding delivery points. As I recall, those new delivery points would be the Agency's proposed recharge facility, the Wilson Creek facility, and Valley's BHCUP. Was there another one? Maybe BCVWD's facility?

In any case, once I receive the letter, I can start the process. The key point for the Board in making its decision will be assurances that:

- Any water purchased from the Agency and delivered to those facilities would eventually be delivered to the Agency's service area in Riverside County; and
- CEQA has been complied with for the construction and operation of all of those facilities. We know that is true for our facility and we know that Valley is working on CEQA for its facility. At some point we would need some kind of evidence that someone (I presume the City of Yucaipa) complied with CEQA in constructing the Wilson Creek facility.

Overall I see it as a relatively simple process that won't take long so long as we work together. I'm initiating this partly because I told you I would, and partly because you have requested 2500 AF of water this year over and above your direct deliveries, and we need to get this paperwork completed so that we can start scheduling delivery of that water (presumably to Wilson Creek).

Let me know if you see things any differently. Otherwise, I will expect a letter from you in the next week or so.

Jeff Davis
San Geronio Pass Water Agency
General Manager
951/845-2577

Exhibit C

*San Geronio Pass Water Agency Application for SGPWA
Water Service in Accordance with SGPWA Ordinance No. 8,
dated July 17, 2017*



San Geronio Pass Water Agency

**APPLICATION FOR SGPWA WATER SERVICE
IN ACCORDANCE WITH SGPWA ORDINANCE NO. 8**

1. APPLICANT NAME: Yucaipa Valley Water District

2. LEGAL CAPACITY:

Public Agency (enabling law): California Government Code Sections 30000
 Public Utility (enabling law): _____
 Mutual Water Company PUC Regulated Water Company
 Private Water Company Partnership Individual
 Limited Liability Company (State): _____
 Corporation (type and State): _____

3. TYPE OF USE:

Municipal Industrial Agriculture Recreation
 Ground Water Recharge Other _____

4. QUANTITY and FLOW RATES:

Maximum Flow Rate (cfs) 30 cfs Minimum Flow Rate (cfs) 0 cfs

FIRST YEAR QUANTITY REQUESTED BY MONTH FOR (Acre-Feet)

January: 2017 - 0 acre feet	July: 2017 - 0 acre feet
February: 2017 - 0 acre feet	August: 2017 - 0 acre feet
March: 2017 - 0 acre feet	September: 2017 - 0 acre feet
April: 2017 - 0 acre feet	October: 2017 - 0 acre feet
May: 2017 - 0 acre feet	November: 2017 - 0 acre feet
June: 2017 - 0 acre feet	December: 2017 - 0 acre feet

TOTAL ANNUAL QUANTITY FIRST YEAR: 0 acre feet

YEARS 2 through 5 ANNUAL QUANTITY (acre feet) :

2ND: Varies 0 to 500 3RD: Varies - 0 to 500 4TH: Varies 0 to 500 5TH: Varies 0 to 500

STAFF USE ONLY

First Application Renewal Application Assigned to: _____

Date Accepted: _____ Board Hearing Date: _____

Staff Recommendation: _____

Environmental Finding: Exempt De Minimus Negative Declaration
 Mitigated Negative Declaration EIR

5. LOCATION OF USE (indicate all areas where SGPWA water will be used):

- Township, Range, Section, ¼ ¼: _____
- Assessors Parcel Number: See Attached _____

6. FACILITIES CONSTRUCTION (describe all physical facilities that will be constructed as a result of this application, including specific connections to SGPWA owned facilities—attach design preliminary design if available): See Attached _____

7. LOCATION OF DELIVERY (indicate where connection will be made to SGPWA system):

- Township, Range, Section, ¼ _____
- Assessors Parcel Number: See Attached _____
- SGPWA Pipeline Station if known _____

8. TREATMENT (describe water treatment facilities (if any) that will be used for the purpose of use intended by the applicant): Not applicable. _____

9. ACKNOWLEDGMENT BY APPLICANT:

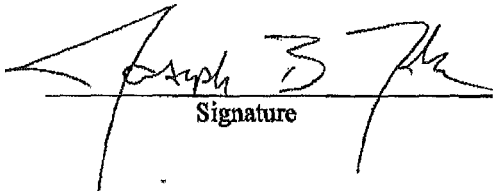
Applicant acknowledges and agrees to the following by signature below:

- SGPWA water service will at all times be in accordance with SGPWA Ordinance No. 8, and any other rules and regulations as may be amended, adopted or mandated by the SGPWA Board of Directors or any entity of the State of California. SGPWA water service is wholesale in nature. Due to the annual variable nature of the SGPWA water supply, SGPWA water deliveries shall not constitute a vested right to a fixed amount of SGPWA water each year or to any specific level of pressure.
- SGPWA water service shall be subject to all of the terms and conditions of SGPWA's SWP contract with DWR, including delivery interruption by reason of DWR and/or SGPWA's requirements for maintenance and operation of its facilities or by reason of demand in excess of SGPWA's Table A Amount. SGPWA water is raw and untreated, and SGPWA makes no representation as its quality with respect to suitability for any particular purpose.

- Applicant agrees to fund all costs that result from processing this application and/or from construction of facilities required to provide the service requested, including but not limited to: environmental review; circulation of the application for review by the public; engineering analysis and design; and, construction of related physical facilities. The applicant will deposit sufficient funds with the SGPWA prior to expense being incurred by SGPWA.
- Applicant agrees to pay charges for SGPWA water delivered at established SGPWA rates within 30 days after SGPWA invoice. The Applicant shall not use the water delivered by SGPWA outside of SGPWA.
- Applicant agrees to defend, indemnify and hold harmless SGPWA, its directors, officers, agents and employees from and against any and all claims, demands, losses, costs, expenses, liability and damages, including but not limited to reasonable engineers' and attorneys' fees, arising out of or related to (i) the control carriage, handling, use, disposal, or distribution of water delivered by SGPWA after the point of delivery; (ii) the attachment to or removal of Applicant's facilities to those of SGPWA; and (iii) the environmental review and approval for this Application. This covenant to defend, indemnify and hold harmless shall survive the termination of SGPWA's water service to Applicant.

Yucaipa Valley Water District

Applicant



Signature

Joseph B. Zoba

Printed Name

General Manager

Title

July 17, 2017

Date

Exhibit D

Yucaipa Valley Water District Workshop Memorandum
No. 17-108, Application for Four (4) Additional Imported Water
Service Connections with the San Gorgonio Pass Water Agency,
dated July 25, 2017



Date: July 25, 2017
From: Joseph Zoba, General Manager
Subject: Application for Four (4) Additional Imported Water Service Connections with the San Gorgonio Pass Water Agency

The Yucaipa Valley Water District currently has one approved connection point with the San Gorgonio Pass Water Agency at the Yucaipa Valley Regional Water Filtration Facility. While this connection point is in the service area of the San Bernardino Valley Municipal Water District, the Yucaipa Valley Water District was required to process an application consistent with the San Gorgonio Pass Water Agency Ordinance No. 8 (attached).

The District staff is in the process of applying for the following additional connection points for imported water service from the San Gorgonio Pass Water Agency.

- | | |
|--------------------------|--|
| SGPWA Connection Point 2 | Surface Spreading / Groundwater Recharge at the Wilson Creek Spreading Basins, Bryant Street, Yucaipa, California; |
| SGPWA Connection Point 3 | Surface Spreading / Groundwater Recharge at the San Gorgonio Pass Water Agency, Beaumont Avenue Recharge Facilities, Beaumont Avenue, Beaumont California; |
| SGPWA Connection Point 4 | Surface Spreading / Groundwater Recharge at the Beaumont Cherry Valley Water District, Brookside Spreading Basins, Beaumont Avenue, Beaumont, California; and |
| SGPWA Connection Point 5 | Surface Spreading / Groundwater Recharge at the San Bernardino Valley Municipal Water District, Bunker Hill Basin Conjunctive Use Project, Redlands, California. |

As part of the application process, the District staff will confirm and validate that imported water received from the San Gorgonio Pass Water Agency at connection points 2 through 5 will eventually be delivered for use within the Agency's service area.

The application process and the validation of using the imported water in the Agency's service area do not represent significant issues for the District. This item is presented for information purposes.

**SAN GORGONIO PASS WATER AGENCY
ORDINANCE NO. 8**

**AN ORDINANCE ESTABLISHING RULES AND REGULATIONS
FOR SGPWA WATER SERVICE**

WHEREAS, the Board of Directors of the San Gorgonio Pass Water Agency ("SGPWA") hereby finds:

- 1. SGPWA is a wholesale water agency organized and operated pursuant to the San Gorgonio Pass Water Agency Law, California Uncodified Water Act 9099, found in California Water Code Appendix 101 ("SGPWA Act").**
- 2. SGPWA sale of water and dedication of Return Flows resulting from use of such SGWA Water to eliminate Overdraft in SGPWA groundwater basins provides the highest priority that is reasonably available to eliminate overdraft conditions.**

NOW, THEREFORE, be it ordained by the Board of Directors of SGPWA as follows:

**RULES AND REGULATIONS
FOR SGPWA WATER SERVICE
AS SET FORTH BE ADOPTED**

ARTICLE I

TABLE OF CONTENTS

ARTICLE I TABLE OF CONTENTS

ARTICLE II DEFINITIONS

 Section 2.01 Definitions

ARTICLE III AUTHORIZATION FOR SERVICE

 Section 3.01 Application for Service

 Section 3.02 Investigation and Action by SGPWA

 Section 3.03 Service Connections

 Section 3.04 Meter Testing

 Section 3.05 Indemnification

ARTICLE IV DELIVERY

 Section 4.01 Establishment and Payment of Water Charges

 Section 4.02 Need Forecasting Procedures

 Section 4.03 Weekly Water Delivery Schedules

 Section 4.04 State Water Project Contract

 Section 4.05 Variable Supply

 Section 4.06 Wholesale Only

 Section 4.07 Water Quality

 Section 4.08 SGPWA Boundaries

 Section 4.09 Return Flows

 Section 4.10 Hydraulic Head

ARTICLE II

DEFINITIONS

Section 2.01 Definitions. As used herein the terms set forth below shall be defined as follows and shall have such meaning unless the context indicates otherwise.

(a) **APPLICATION:** A request by the "Applicant" for SGPWA Water service pursuant to these Rules and Regulations, including Section 3.01.

(b) **HYDRAULIC HEAD:** The force measured in pounds per square inch that represents the vertical distance between an unimpaired water surface and the point of delivery.

(c) **OVERDRAFT:** A condition wherein the total annual production from a groundwater basin exceeds the "safe yield" thereof. "Safe yield" is the maximum quantity of water which can be produced annually from a groundwater basin under a given set of conditions without causing a gradual lowering of the groundwater level leading eventually to depletion of the supply in storage.

(d) **RETURN FLOWS:** Amounts of SGPWA Water that return to surface or ground water after initial use by a retail consumer by irrigation or disposal through onsite waste disposal system.

(e) **SGPWA:** The San Geronio Pass Water Agency.

(f) **SGPWA WATER:** Water imported by SGPWA from outside the boundaries of SGPWA for sale to retail agencies within SGPWA or water otherwise "authorized" and developed by SGPWA pursuant to its Act, available for delivery by SGPWA subject to the limitations set forth in these Rules and Regulations.

(g) **SWP:** The California State Water Project.

(h) **TABLE A AMOUNT:** The annual amount of SWP water which SGPWA might obtain under its contract with the California Department of Water Resources ("DWR").

ARTICLE III

AUTHORIZATION FOR SERVICE

Section 3.01 Application for Service. A person or entity ("Applicant") desiring SGPWA Water service pursuant to these Rules and Regulations shall submit an Application for service in such form as may be required by the SGPWA General Manager, which Application must include the following information:

1. Identity and legal capacity of the Applicant;
2. Amount, rate, location, time and manner of delivery of the SGPWA Water;
3. Description of delivery facilities, capacity and flow rates;
4. Environmental review and approval necessary under the California Environmental Quality Act;

5. Any further information and/or requirements that may be reasonably necessary for SGPWA to evaluate the Application according to the criteria of these Rules and Regulations and to carry out SGPWA's responsibilities under the law.

The SGPWA General Manager shall notify the Applicant within 30 days whether the Application is complete. The Applicant shall fund all costs incurred to process the Application and to construct facilities required to deliver the SGPWA Water. SGPWA may require a deposit to cover all or a portion of the estimated costs prior to accepting an application.

Section 3.02 Investigation and Action by SGPWA. The SGPWA General Manager shall investigate each Application and may require the submission of additional relevant information, to be provided at the cost of the Applicant. The SGPWA General Manager shall consider and act upon the Application and any required additional relevant information within a reasonable period of time after acceptance and submission of other required information.

The SGPWA Board of Directors shall have discretion to deny, approve or conditionally approve the Application. In acting on an Application, SGPWA may take into account whether the delivery or intended use of the Supplemental Water meets the requirements of applicable state, federal and local law or regulation. SGPWA approval of the Application will authorize delivery of SGPWA Water to be purchased by the Applicant, as "Purchaser", at the identified service connection, subject to conditions of the approval and this Ordinance.

Section 3.03 Service Connections. The design of service connections for SGPWA Water service shall meet the specifications as determined by the SGPWA General Manager to be necessary according to reasonable engineering practices and standards. Should the Application require the construction of a service connection, the Applicant, if approved by the Agency and at Applicant's cost, may design, according to SGPWA specifications, the service connection and any flow control facilities required by SGPWA, subject to the approval of the SGPWA General Manager, which approval shall not be unreasonably withheld. The Applicant shall pay the cost for SGPWA to install the service connection and any flow control facilities required by SGPWA and any cost for SGPWA design or design review of the service connection and flow control facilities. The service connection shall include any required flanges, valves, pipe, meters, electronic and remote telemeter and other required equipment. The flow control facilities must include any pipes, vertical structures, vertical meters, control panels, check valves, check valve structures, flanges, and other equipment required by SGPWA. SGPWA will confer with the Applicant regarding design and operation of the SGPWA service facilities.

The service connection and any flow control facilities required by SGPWA, to the downstream flange of the flow control facility meter, shall be the property of

SGPWA (collectively "SGPWA Service Facilities"), and the Applicant shall provide to SGPWA a grant from the landowner to SGPWA of any easement necessary for the construction, reconstruction, operation, maintenance and repair of the SGPWA Service Facilities. The Applicant shall, if required by SGPWA, provide evidence of clear title to the easement.

If the Applicant has not already done so in connection with the Application, the Applicant shall deposit an amount sufficient to cover all costs estimated by the SGPWA General Manager prior to SGPWA action towards construction of the SGPWA Service Facilities. Upon approval and receipt of the deposit, SGPWA shall procure all equipment and materials and construct the SGPWA Service Facilities. Upon completion of construction of the SGPWA Service Facilities, SGPWA shall render to the Applicant a statement of all costs; if such costs exceed the sum of money deposited by the Applicant with SGPWA, the Applicant promptly shall pay to SGPWA the amount by which such costs shall exceed such deposit; and if such costs be less than the deposit, any unexpended balance shall be returned by SGPWA to the Applicant.

Section 3.04 Meter Testing. When the accuracy of a water meter measuring the amount of SGPWA Water delivery through a service connection is questioned by the Purchaser, SGPWA upon request will cause an official test to be made at its own expense. The Purchaser will be duly notified of the time and place of such test and may be present when any such test is made by SGPWA.

The meter will be tested on variable rates of delivery and if the average registration is more than two percent in excess of the actual quantity of water passing through the meter, SGPWA shall refund to the Purchaser the overcharge based upon the test, for the prior twelve months, unless it can be shown that the error was due to some cause for which the date can be fixed. In the latter case, the overcharge shall be computed back to and not beyond such time. Any undercharge determined upon the basis of the test may be billed to the Purchaser on a similar basis.

Requests for a test within 12 months of a prior test will be at the Purchaser's expense unless the meter is determined to be over registering deliveries as determined in this section.

Section 3.05 Indemnity. The Applicant shall agree to defend, indemnify and hold harmless SGPWA, its directors, officers, agents and employees from and against any and all claims, demands, losses, costs, expenses, liability and damages, including but not limited to reasonable engineers' and attorneys' fees, arising out of or related to (i) the control, carriage, handling, use, disposal, or distribution of SGPWA Water sold by SGPWA after the point of delivery to the Applicant; (ii) the attachment to or removal of the Applicant's facilities to those of SGPWA.

Such agreement to defend, indemnify and hold harmless shall survive the termination of the Applicant's use of the service connection for delivery of SGPWA Water. In the event that SGPWA determines that the Applicant does not meet certain financial criteria, SGPWA may require surety for the Applicant's obligation under this section.

ARTICLE IV

DELIVERY

Section 4.01 Establishment and Payment of Water Charges. SGPWA shall establish and charge rates for delivery of SGPWA Water sufficient to cover SGPWA's variable costs (including off-aqueduct costs) for delivery of SGPWA Water, internal SGPWA costs and other amounts as determined by the SGPWA Board of Directors reasonably related to the cost of delivery. The rates are subject to the price, classification, and conditions that SGPWA establishes from time to time, according to the use to be made of such water, and taking into account the amount of Return Flows from different uses. The rates are subject to review and change by SGPWA.

Water charges are due and payable at the SGPWA office on the date of mailing as set forth on the bill to the Purchaser and shall be delinquent 30 days thereafter. Upon 10 days notice, SGPWA may suspend delivery of SGPWA Water to the Purchaser if payment of the water charge is not made prior to the date such charge becomes delinquent. With the exception of any rights reserved to SGPWA pursuant to this Ordinance, title to the purchased SGPWA Water shall pass to the Purchaser at the point of delivery. The point of delivery for direct deliveries is the downstream side of the check valve structure and flange of the flow control facility connected to the Purchaser's (or its designee's) system. The point of delivery for SGPWA Water to be stored in SGPWA recharge facilities shall be the point of recharge. The Purchaser shall be responsible for such additional charges, if any, for SGPWA operational costs as may be necessary for SGPWA to deliver and/or handle the SGPWA Water beyond the point of delivery on behalf of the Purchaser.

Section 4.02 Need Forecasting Procedures. Before August 1 of each year, each Purchaser shall furnish the SGPWA in a form provided by the SGPWA, with an estimate of the amounts of water to be delivered to such Purchaser by the SGPWA.

Each estimate shall contain, as a minimum, for each service connection for each month of the year beginning with the succeeding January 1, and for each of the succeeding four years, the following information:

1. The quantity of water to be delivered by SGPWA to the Purchaser.
2. The quantity of water to be used for:
 - (a) Domestic, industrial, and municipal purposes, exclusive of groundwater replenishment by spreading or injecting;
 - (b) Groundwater replenishment by spreading or injecting;
 - (c) Agricultural purposes;
 - (d) Recreational purposes;
 - (e) Other uses.

The first year's estimate shall constitute the Purchaser's request for deliveries for the first of the five years covered therein. The Purchaser may make revisions to any of its estimates upon reasonable notice to the SGPWA.

The estimates will be used by the SGPWA in planning the construction needed to complete the SGPWA's ultimate distribution system; in planning the future operation of such system; and in preparing notices for submission to the State Department of Water Resources that will be used by the state to order power for pumping on the SWP.

Section 4.03 Weekly Water Delivery Schedules. The Purchaser shall submit a weekly delivery schedule to the SGPWA at least 10 days before the start of each weekly period commencing on Monday. The schedule shall state the flow rate required and times of delivery and location within the SGPWA system.

Section 4.04 State Water Project Contract. SGPWA Water deliveries shall be subject to all of the terms and conditions of SGPWA's SWP contract with DWR, including delivery interruption by reason of DWR and/or SGPWA's requirements for maintenance and operation of its facilities or by reason of demand by Purchasers in excess of SGPWA's Table A Amount. SGPWA will notify Purchasers in advance of any nonstandard delivery interruptions and planned outages, and coordinate such events with Purchaser's requirements, to the extent reasonably feasible.

Section 4.05 Variable Supply. Due to the annual variable nature of the SWP supply, SGPWA Water deliveries shall not constitute a vested right to a fixed amount of delivery each year or to any specific level of pressure. Purchasers should take into account the variable nature of SWP supply in their plans and operations.

Section 4.06 Wholesale Only. SGPWA Water deliveries from SGPWA shall be wholesale in nature, and SGPWA shall not assume the obligations of a water purveyor providing direct retail service to consumers.

Section 4.07 Water Quality. All SGPWA Water is raw untreated water and shall not be supplied for domestic purposes by any Purchaser or retail water service provider without such treatment as may be required to comply with all applicable laws and regulations. The SGPWA makes no representation as to the quality of the water it delivers with respect to its suitability for any particular purpose.

Section 4.08 SGPWA Boundaries. The SGPWA Water delivered by SGPWA shall not be used outside the SGPWA, directly or indirectly. Delivery or treatment of water outside of SGPWA for use within SGPWA shall not constitute use outside the SGPWA.

Section 4.09 Return Flows. SGPWA expressly reserves the right to Return Flows that are received by any groundwater basin determined to be in Overdraft for the purpose of eliminating Overdraft in such basin. The Beaumont Storage Unit, as identified in *San Timoteo Watershed Management Authority v. City of Banning et al* (Riverside County Superior Court Case No. RIC 389197), is a groundwater basin that has been determined to be in Overdraft. Therefore, SGPWA hereby dedicates Return Flows in the Beaumont Storage Unit to Overdraft elimination uses that may be required by the Riverside County Superior Court or the Court appointed Watermaster in the *San Timoteo Watershed Management Authority v. City of Banning et al* case. SGPWA does not reserve rights to Return Flows to any groundwater basin determined to not be in Overdraft, using reasonable, accepted and prevailing engineering standards.

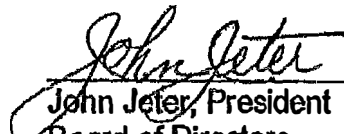
Section 4.10 Hydraulic Head. SGPWA reserves the right to use and prevent others from using Hydraulic Head within the SWP or SGPWA facilities for hydroelectric production provided, however, that SGPWA will consider proposals, joint or otherwise, to implement the production.

[CONTINUED ON FOLLOWING PAGE]

This Ordinance shall be in full force and effect on the thirty-first day after adoption, and shall be published in full in a newspaper of general circulation within fifteen (15) days from the date of adoption.

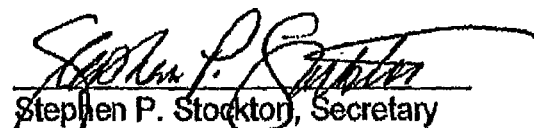
Passed and adopted this 7th day of February, 2005, by the following vote:

AYES: Larsen, Voigt, Morris, Andersen, Snyder, Mann and Jeter
NOES: None
ABSTAIN: None
ABSENT: None



John Jeter, President
Board of Directors
San Geronio Pass Water Agency

ATTEST:



Stephen P. Stockton, Secretary
Board of Directors
San Geronio Pass Water Agency

VOLUNTARY AGREEMENTS to Improve Flow and Habitat

Under the direction of Governor Gavin Newsom,

Under the direction of Governor Gavin Newsom, state agencies are working with local water agencies, conservation groups, and federal agencies to improve habitat and waterflows in the Sacramento-San Joaquin River Delta and its major rivers. The Delta and its rivers supply 35 million people and nearly 8 million acres of farmland with water, and support hundreds of species of native fish and wildlife, many of which are in peril due to degraded environmental conditions.

Over the past several decades, populations of salmon and other native fish that migrate through or inhabit the Delta have declined dramatically, while others have been brought to the brink of extinction. Multiple factors contribute to these declines, and there is a clear need to improve environmental conditions to promote recovery of these species.

The California Natural Resources Agency and the California Environmental Protection Agency are leading an effort to negotiate voluntary agreements to improve conditions for native fish through an unprecedented commitment to increased flows for the environment, creation of 60,000 acres of new and restored habitat, and \$5 billion in new funding for environmental improvements and science. If successful, these agreements will implement the State Water Resources Control Board's legally required update to the Bay-Delta Water Quality Control Plan and improve conditions for native fish through a broad set of tools. The agreements hold the potential to achieve meaningful landscape-scale solutions to meet the needs of the Delta and its major rivers, reconnect our floodplains and wetlands to the rivers and estuary, and comprehensively manage these vital watersheds from the Sierras to the sea.

A Collaborative Approach

State agencies have developed a framework for voluntary agreements that outlines a 15-year program to improve environmental conditions, in an adaptive way, through new flows dedicated to the environment and the most extensive creation of habitat in California history. Building on years of work, the science-driven framework holds the promise to improve environmental conditions and meet the State Water Board's legal requirement to provide for reasonable protection of beneficial uses.

Six Benefits Unique to the Voluntary Agreements Framework

1. Provides a substantial "budget" of water for the environment:

The VAs will provide substantial additional flows dedicated to the environment. These flows will be strategically deployed to interact with existing and new habitat to amplify the benefit and provide substantial ecosystem improvements—all guided by a new governance, science, and adaptive management program.

2. Creates significant new habitat: The VAs will significantly expand habitat to support the recovery of imperiled fish populations and

promote the return of bountiful food supplies for these species.

Habitat improvements include: the creation of spawning and rearing habitat for salmon to improve survival and growth; installation of fish screen projects to prevent migrating fish from becoming trapped in water diversions; restoration and reactivation of floodplains and tidal wetlands to improve fish health and bolster fish food production; and the implementation of fish passage improvement projects to allow migrating salmon to pass unimpeded from their spawning areas to the ocean and back.

- 3. Enables new and more collaborative science:** The VAs call for an additional \$285 million dollars to fund a collaborative science program to maximize the environmental and ecosystem benefits from flow and habitat-related measures. This shared program augments existing monitoring and science programs and will be guided by an inclusive body of state and federal agency scientists, water users, and conservation groups.
- 4. Expands tools to recover fish populations:** The VAs establish a collaborative decision-making approach to adaptively manage flows and habitat using monitoring and science. In addition to providing new water for managed flows, the agreements include measures such as pulse flows, reservoir reoperation, groundwater banking, and reduced diversions
- 5. Substantially increases funding for environmental improvements:** The VAs call for large, sustained investments to improve environmental conditions. Water managers have agreed to self-assess in order to fund additional flows dedicated to the environment, habitat improvements as well as new monitoring and science. The state has also made a \$2 billion financial commitment for habitat improvements and science.
- 6. Expedites implementation:** The decline of salmon and native species in the Delta and its major rivers requires immediate action. The framework could deliver water and habitat on a faster timeline than the traditional regulatory pathway.

What are the Next Steps?

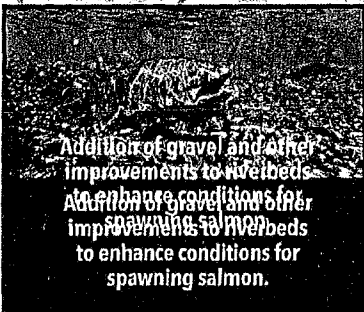
- In coming weeks and months, the California Natural Resources Agency and the California Environmental Protection Agency will work with water users and other participants to refine a proposed framework into a legally enforceable program.
- The framework will serve as the basis to further develop a legally enforceable set of voluntary agreements that will undergo a third-party scientific review, an environmental review process, and a public approval process by the State Water Board.
- If approved by the State Water Board, the agreements could be implemented right away. Consistent with applicable laws, some early implementation actions could also take place to accelerate the achievements of environmental and biological goals and targets.

PROPOSED ACTIONS & BENEFITS

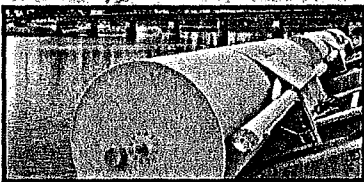
Examples of Habitat Improvements



Creation and restoration of channels to provide rearing habitat where juvenile fish can take up residence and utilize the area for feeding, shelter and growth.



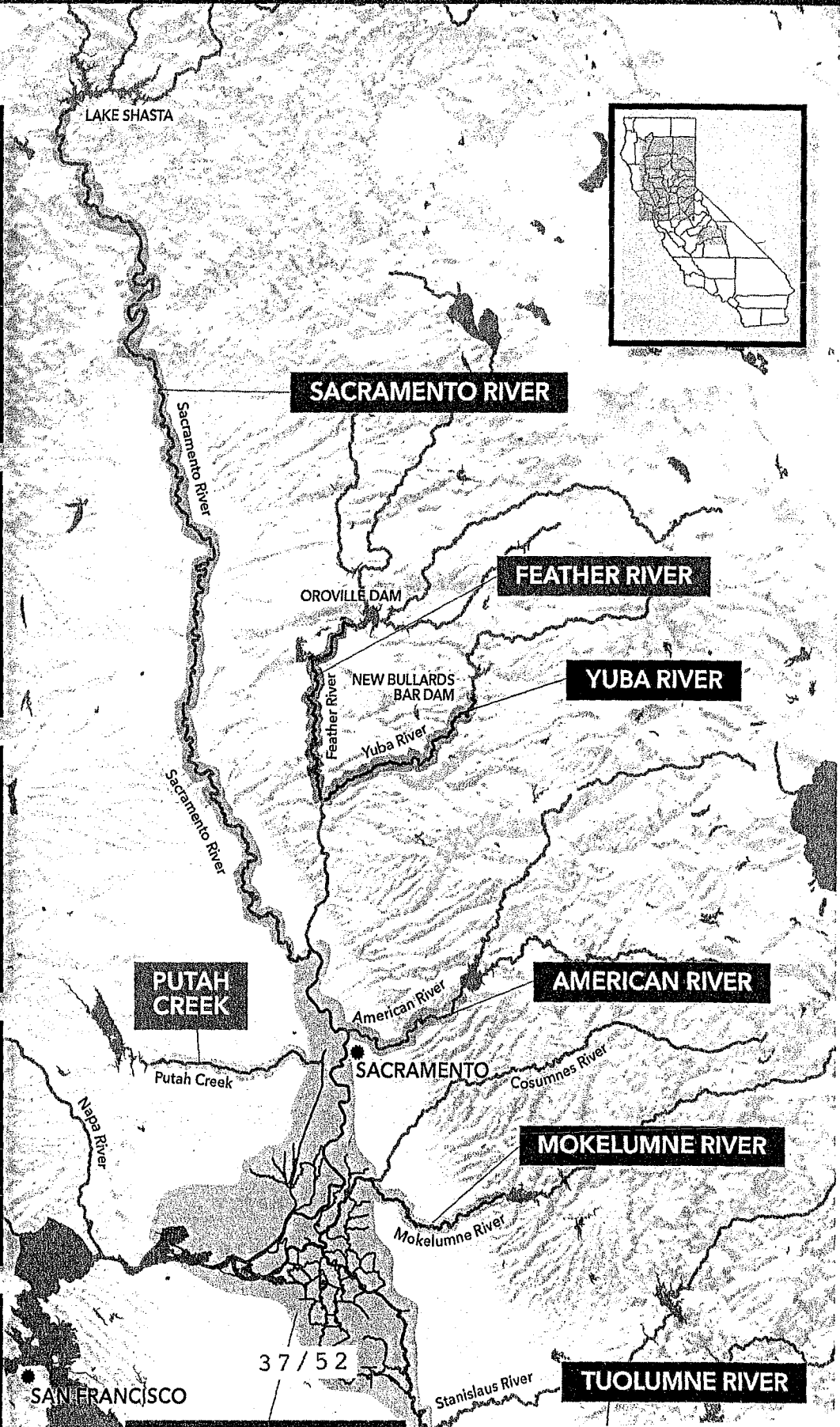
Addition of gravel and other improvements to riverbeds to enhance conditions for spawning salmon.



Construction of fish screens to protect migrating fish from water diversions in the Delta and its watersheds.



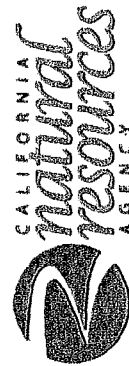
Removal of barriers that have blocked fish from accessing historical spawning and rearing habitats.



FRAMEWORK OF VOLUNTARY AGREEMENTS

TO UPDATE AND IMPLEMENT THE BAY-DELTA WATER QUALITY CONTROL PLAN

February 4, 2020



Voluntary Agreements

- State and federal law require the State Water Board to protect beneficial uses.
- The State Water Board must complete its update to the Bay-Delta Water Quality Control Plan to protect beneficial uses in the Sacramento and San Joaquin Rivers and Bay-Delta.
- In recent years, salmon and other fish species that rely on these waterways have experienced dramatic declines and several native species are now threatened with extinction.
- Voluntary commitments of flows and habitat can help recover these fish populations more quickly and holistically than regulatory requirements, and with less negative social and economic impacts.

Refined Voluntary Agreements

- Includes the essential terms to finalize Voluntary Agreements to implement the update to the Bay-Delta Water Quality Control Plan.
- Supplements the Planning Agreement (March 2019) and the Framework Proposal (December 2018).
- Expands commitments of flows, habitat restoration and funding to build a package that the state team believes can meet scientific and legal adequacy.
- Goal is to execute enforceable VA agreement with commitments. We have made significant progress towards securing the assets required.

State Team's Process to Generate Refined VA Framework

- Water users detailed commitments from December 2018 Proposal in March 2019 Planning Agreement.
- State Team modeled flows and habitat commitments.
- Worked with water users and conservation groups to build a governance structure that will adaptively manage flows and habitat through scientific monitoring and experimentation.
- Interagency team performed a preliminary assessment of proposed Voluntary Agreements and what is needed for scientific and legal adequacy to implement the Bay Delta Plan update.

New Voluntary Agreement Framework

- Provides 800,000-900,000 acre feet of new flows for the environment above existing conditions in dry, below normal and above normal water year types, and several hundred thousand acre feet in critical and wet years to help recover fish populations.
- Restores over 60,000 acres of new habitat, from targeted improvements in tributaries to large landscape-level restoration in the Sacramento Valley.
- Generates over \$5 billion in new funding for environmental improvements.
- Enables a new, collaborative science hub for monitoring and experimentation.
- Expands tools to recover fish populations; more adaptiveness to respond to changing conditions.
- Expedites implementation; gets water and habitat added quickly.

Baseline for Improvements

- The baseline to which VA flows are to be added is recent long-term average annual tributary flows and Delta outflows, including flows required by Water Rights Decision 1641 (D-1641) and the 2008/09 Biological Opinion (BiOp) as well as other flows that are recent historical conditions. For purposes of implementation, this total volume of water may be flexibly re-shaped in timing and seasonality in order to test biological hypotheses while reasonably protecting beneficial uses. Such shaping will be subject to VAs' governance program.
- The baseline for habitat restoration measures is physical conditions and regulatory requirements existing as of December 2018, when the State Water Board adopted Resolution 2018-0059.

Key Water Quality Objectives

- Advances a goal to achieve doubling of CA salmon populations by 2050. This puts a target date on what is known as the Doubling Objective for Salmon.
- Implements an objective that provides for viability of native fish populations.

Increased Flows above Baseline

	(TAF)						
	C	D	BN	AN	W		
San Joaquin Basin	63	215	249	182	50		
Sacramento Basin	37	276	256	281	45		
Water Purchase Programs	125	109	195	237	205		
Exporters	0	100	0	0	0		
Subtotal New Outflow Above Baseline (Year 1)	225	700	700	700	300		
New Water Projects & Programs (Before Year 8)	45	202	212	115	45		
Total New Outflow Above Baseline (Year 1-8)	270	902	912	815	345		
Exporters (Spring baseline maintenance)	0	200	300	300	0		
Total New and Re-operated Outflows	270	1,102	1,212	1,115	345		
State Team's Adequacy Target	260-350	740-1,000	840-1,100	840-1,200	300*-350		

*Only applies to a subset of wet years

Habitat Improvements Above Baseline

Area	Acres pursuant to Planning Agreement	Additional Acres per Framework to support > 50% of Doubling Objective
San Joaquin Basin	35 (instream), 80 (floodplain)	246 (floodplain)
Sacramento Basin	307 (spawning habitat) 487.5 (instream habitat) Up to 5,360 (floodplain habitat, middle Sutter Bypass and tributary habitat)	200 (tributary floodplain habitat) 8,000 (floodplain habitat: lower Sutter Bypass) 58,600 (floodplain habitat: Sutter Bypass, Butte Sink, Colusa Basin)
North Delta Arc and Suisun Marsh	5,455	110,000 (food production from flooding rice fields) 5,000*

*Contingent on securing additional funding

Governance, Science and Adaptive Management

- Governance program to strategically deploy flows and habitat, implement a science program, and develop strategic plans and annual reports.
 - Dedicated staff
 - Environmental water trustee
- Comprehensive science program guided by structured decision-making processes to determine and/or to adjust flow and non-flow measures.
- This program will implement specific experiments to test specific outcomes, learn from the experiments, and facilitate a collaborative and transparent process.

15-year Implementation Costs

\$5.2 billion investment to improve environmental conditions within the watershed.

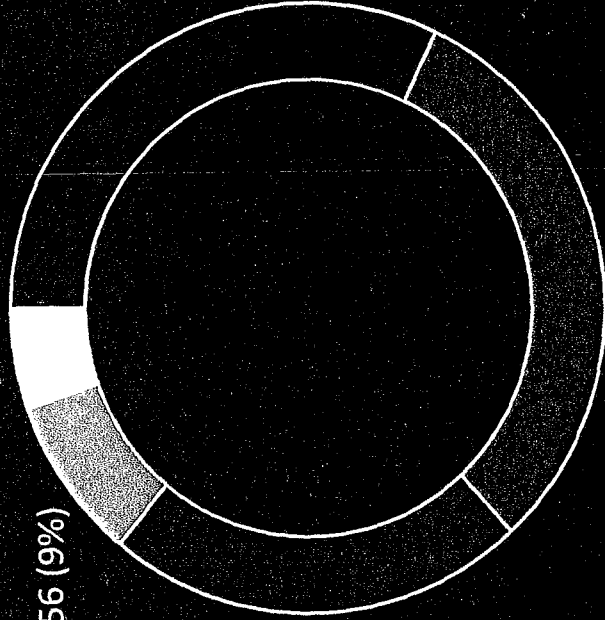
Science and Adaptive Management,

\$285 (5%)

Voluntary Paid Fallowing, \$456 (9%)

48 / 52

Water Purchases, \$1,204 (23%)



Habitat: \$1,684 (32%)

(\$ Millions)

New Water Projects and Programs, \$1,632 (31%)

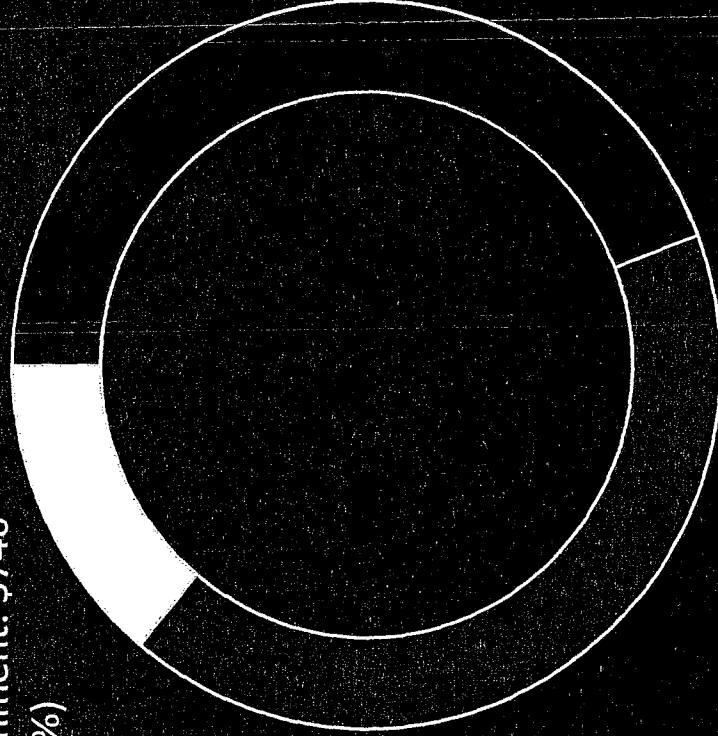
Funding Sources for VA Investment (proposed for the 15-year term)

Federal Government: \$740
(14%)

State Government: \$2,220
(42%)

Water Users: \$2,340
(44%)

(\$ Millions)



Implementation

- The VAs remain in effect for a term of 15 years.
- The State Water Board will work with stakeholders to develop accounting procedures to ensure VA flows materialize as envisioned.
- The State Water Board will use its legal authority to protect VA flows against diversions for other purposes.
- Non-signatories to the VA will be subject to the State Water Board's regulatory requirements to achieve unimpaired flows.
- The State Team will work with willing participants to expedite early implementation in 2020, or as soon as possible following applicable environmental review, including, but not limited to, dedication of new flows, advanced planning and implementation of habitat projects.

Steps to Finalize VAs

- This Framework is an important milestone – but there is work ahead to finalize the VAs.
- Work to harmonize VA with pumping rules to protect endangered species.
- Work with VA participants to refine framework to finalize outstanding governance, policy and legal issues.
- Submit proposal to the State Water Board for a third-party scientific review, environmental review, and a public consideration.
- Consistent with applicable laws, certain early actions could also be implemented to accelerate realization of VA benefits.

THANK YOU

For your continued constructive engagement and
support