

# ***San Geronio Pass Water Agency***

**DATE:** September 20, 2021

**TO:** Board of Directors

**FROM:** Lance Eckhart, General Manager

**BY:** Lance Eckhart, General Manager

**SUBJECT: AUTHORIZATION TO INCLUDE SITES RESERVOIR PROJECT PHASE 2, AMENDMENT 3 CHARGES ON THE DWR'S STATEMENT OF CHARGES**

## **RECOMMENDATION**

Staff recommends the Board authorize the General Manager to execute SWPAO #21034 Agreement, dated: September 8, 2021, at its next regular Board meeting. This agreement authorizes the Department of Water Resources (DWR) to include San Geronio Pass Water Agency (SGPWA) Sites Reservoir Project Phase 2, Amendment 3 charges in the State Water Project (SWP) Statement of Charges (SOC) starting in Calendar Year (CY) 2022.

## **PREVIOUS CONSIDERATION**

- December 2, 2019: Board of Directors Authorization of Phase 2 Amendment 1
- August 17, 2020: Board of Directors Authorization of Phase 2 Amendment 2

## **BACKGROUND**

SGPWA has been investing in the SWP for over six decades. SWP limitations such as increasing regulation, changing hydrology, and unrealized SWP improvements have resulted in local long-term supply challenges. In an effort to restore reliability in SGPWA's SWP supply, SGPWA has been participating in the Sites Reservoir Project (Project) since 2016. The Project is a modern, off-stream water storage facility that was originally envisioned as part of the SWP. The Project is designed to increase operational flexibility through tributary releases into the Sacramento River. Some background information on the Project is located [HERE](#).

Recognizing the enormity of costs associated with the SWP, the 1959 Burns-Porter Act (California Water Code Section 12930) authorized the reimbursement of SWP-related expenses to be collected through a special local property tax as an alternative to other revenue streams. SGPWA's Board authorized participation in the SWP in 1961 as part of SGPWA's plan to eliminate groundwater overdraft. In 1962, the Board approved the collection of SWP tax within its service area to fund SGPWA's SWP supplies and groundwater replenishment activities.

SGPWA participation in the Project is at a level of 10,000 acre-feet shares (AF-shares). The goal of Phase 2 is to complete permitting and other activities required in advance of the final design. It is anticipated that Phase 2 will continue through 2024, and another amendment to the agreement, Amendment 3, will need to be executed between SGPWA and the Sites Project Authority (Authority) to continue Project participation. Amendment 3 is not expected to be ready for SGPWA Board consideration until late 2021 or early 2022.

It is important to note that in 2018, the Beaumont-Cherry Valley Water District (BCVWD), working through the SGPWA as the local State Water Contractor, requested to invest in the Project. BCVWD has been participating in the Project at a level of 4,000 AF-shares. This brings the regional investment in Sites to 14,000 AF-shares or approximately 87,000 AF of storage in the 1.5 million AF Project. As the Project matures, close regional coordination and collaboration will be needed between SGPWA and BCVWD to ensure that the utilization of the Project (water, storage, delivery, trades/transfers, etc.) is optimized for the maximum regional benefit and to avoid local conflicts.

## **ANALYSIS**

A preceding companion action to Amendment 3 is to request the inclusion of Project planning costs in DWR's SOC to SGPWA, starting in 2022, which allows SGPWA to use Debt Service property tax as the funding mechanism. Authorization must be provided to DWR from interested parties by October 2021 to allow sufficient time to include these charges in the 2022 SOC. The Authority is still finalizing Amendment 3, which addresses the Project's 36-month work plan costs. Amendment 3 costs are not anticipated to exceed \$400/AF-share. Amendment 3 costs will be billed at \$100/AF-share for 2022, \$140/AF-share for 2023, and \$160/AF-share for 2024 (\$400/AF-share total). For SGPWA, the total estimated cost of Amendment 3 will not exceed \$4 million, based on 10,000 AF-share of participation. SGPWA's total participation cost to date is \$2,085,000.

Realizing that the request to DWR needs to precede the Board discussion of Amendment 3, Staff is seeking Board authorization to request that Amendment 3 charges be included in DWR's SOC for SGPWA, contingent upon SGPWA's continued participation in the Project after 2021. SGPWA's option to exit participation in the Project is consistent with its agreement with the Authority. If SGPWA opts out of its agreement with the Authority, some future payments may be due and payable, which is also consistent with the agreement. SGPWA will notify both DWR and the Authority simultaneously of its intention to opt out. In this case, SGPWA will work with both DWR and the Authority to coordinate final payments to the Authority consistent with the agreement.

## **FISCAL IMPACT**

The Fiscal Year 2021-22 Debt Service Budget includes \$1,400,000 for continued investment in Sites. This total includes an anticipated \$400,000 reimbursement from BCVWD.

- 10,000 AF-shares, SGPWA @ \$100 AF-share - \$1,000,000
- 4,000 AF-shares BCVWD @ \$100 AF-share - \$400,000

## **ACTION**

At the next regular Board meeting, the Board authorizes the General Manager to execute SWPAO #21034 Agreement, dated: September 8, 2021, allowing Sites Reservoir Project planning costs to be included in the Department of Water Resources Statement of Charges for the San Gorgonio Pass Water Agency.

## **ATTACHMENT**

SWPAO Agreement #21034, September 8, 2021



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Proposition 1, adopted by the California voters in 2014, dedicated funds for investments in water storage projects that improve the operation of the state water system and California Water Plan. The California Water Commission is administering the Water Storage Investment Program (WSIP) to fund the public benefits associated with these projects. SPA is a project participant in the WSIP, and the Sites Reservoir Project would provide public benefits of flood control, recreation, and ecosystem improvements. Sites Reservoir Project would also augment the supplies of water in the Sacramento-San Joaquin Delta and is expedient for the accomplishment of the purposes of the State Water Resources Development System. Through Proposition 1 and Water Code Section 79759, DWR is an ex officio member of the SPA. DWR is willing to facilitate the planning of the Sites Reservoir Project and is willing to provide for the Sites Reservoir Project Planning Costs in the Agencies' SOC under the WSC between each Agency and DWR.

The Agencies and SPA are preparing Amendment 3 to Sites Reservoir Planning Agreement (Amendment 3) that provides for the SPA to be reimbursed for the Sites Reservoir Planning Costs (A3 Planning Costs) based on each Agency's allocation of Sites Reservoir Project. To facilitate the reimbursement to SPA, the Agencies are requesting that the A3 Planning Costs be included in each Agency's SOC for calendar years 2022-2024.

The purpose of this Agreement is to establish a funding mechanism for the planning costs for the Sites Reservoir Project that are the responsibility of the Agencies. This Agreement does not represent a commitment by DWR, SPA or the Agencies to approve the Sites Reservoir Project under the California Environmental Quality Act.

DWR approves the inclusion of Agency's allocation of A3 Planning Costs in each Agency's SOC beginning in January 2022 subject to the following terms and conditions:

## **TERM**

1. This Agreement addresses the inclusion of A3 Planning Costs in the SOC for calendar years 2022, 2023, and 2024. This Agreement shall become effective upon execution by all Parties and shall terminate on December 31, 2024, or upon final payment to SPA of all costs attributable to this Agreement, whichever occurs later. The term of this Agreement may be extended by mutual agreement by DWR, SPA, and one or more of the Agencies.

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## **APPROVALS**

2. This Agreement is contingent upon the approval of Amendment 3 between the SPA and each Agency.

## **UNIQUENESS OF AGREEMENT**

3. DWR's approval under this Agreement is unique and shall not be considered a precedent for future agreements or DWR activities.

## **PAYMENTS THROUGH SOC AND PAYMENTS TO SPA**

4. Payments to DWR through the SOC are scheduled to start in January 2022, or upon execution of Amendment 3 between the SPA and each Agency for A3 Planning Costs, whichever comes last.
5. SPA shall send to DWR, for each of the years included in this Agreement, projected total annual charges under A3 Planning Costs for each Agency by February of the previous year to cover A3 Planning Costs for the following calendar year.
6. DWR shall include projected A3 Planning Costs from SPA as a charge under the Transportation Minimum Operations, Maintenance, Power & Replacement Component in each Agency's SOC pursuant to Articles 25 and 29 of the WSC. Notwithstanding the typical method of collection of Minimum Component charges pursuant to Article 29(g) of the WSC, each Agency shall pay DWR one or two lump sum payments each year for the total annual A3 Planning Costs as shown in the SOC during the term of this Agreement.
7. DWR recently received projected A3 Planning Costs from SPA for 2022. Because DWR received these costs after the 2022 SOC's were already sent to SWP contractors, DWR shall send a revised 2022 SOC to each Agency that includes 2022 A3 Planning Costs and 2023 A3 Planning Costs. The 2022 A3 Planning Costs payment from each Agency to DWR will be due in January of 2022. If Amendment 3 between the SPA and the Agency is not executed in 2021, but will be executed in 2022, the payment to DWR from the Agency shall be due within 30 days upon execution of Amendment 3. The 2023 A3 Planning Costs from each Agency to DWR will be due in October of 2022.
8. After DWR receives payment from the Agencies, DWR will transmit the payment amounts to SPA within 60 days from the date of the last payment received from the Agencies.

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9. All charges under this Agreement are subject to redetermination (true-up). This true-up process is common to other charges included in the SOC. The need for a true-up under this Agreement would likely come from, though not limited to, an update of total annual A3 Planning Costs from SPA to DWR.

## **INVOICES, NOTICES, OR OTHER COMMUNICATIONS**

10. All invoices, notices, or other communications required under this Agreement shall be in writing, and will be deemed to have been duly given upon the date of service, if: (i) served personally on the Party to whom notice is to be given; (ii) sent by electronic mail, and the Party to whom notice is to be given confirms receipt; or (iii) on the third day after mailing, if mailed to the Party to whom invoice, notice or other communication is directed, by first-class mail, postage prepaid, and properly addressed to the designated representative(s) of the Parties set forth below.

Department of Water Resources  
Division of Fiscal Services  
715 P Street, 6<sup>th</sup> Floor  
Post Office Box 942836  
Sacramento, California 94236-0001

Sites Project Authority  
Mr. Jerry Brown, Executive Director  
Sites Project Authority  
122 Old Highway 99 West  
Maxwell, California 95955

Mr. Mark Krause, General Manager  
Desert Water Agency  
Post Office Box 1710  
Palm Springs, California 92263-1710

Mr. Jim Barrett, General Manager  
Coachella Valley Water District  
Post Office Box 1058  
Coachella, California 92236-1058

Ms. Heather Dyer, General Manager  
San Bernardino Valley Municipal Water District  
380 East Vanderbilt Way  
San Bernardino, California 92408-3593

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Mr. Lance Eckhart, General Manager  
San Gorgonio Pass Water Agency  
1210 Beaumont Avenue  
Beaumont, California 92223-1506

## **STATUS OF SITES RESERVOIR PROJECT AND FUNDS**

11. Each Agency recognizes that Sites Reservoir Project may not proceed to construction. No reimbursements of money advanced or contributed to DWR pursuant to this Agreement will occur, except for unspent funds as determined by SPA pursuant to the separate agreement between the SPA and each Agency for the SPA Planning Costs.

## **GENERAL PROVISIONS**

12. This Agreement may be amended or modified only by a subsequent written agreement approved and executed by the Parties. However, the Term may be extended as described in Paragraph 1 of this Agreement.
13. This Agreement does not amend, abridge, or modify each Agency's respective WSC in any way.
14. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Agreement among the Parties concerning the subject matter, and supersedes all prior negotiations, representations or agreement, either oral or written, that may be related to the subject matter of this Agreement, except as to those other agreements that are expressly referred to in this Agreement.
15. The Agencies agree to defend and hold DWR, its officers, employees, and agents harmless from any direct or indirect loss, liability, lawsuits, cause of action, judgment or claim, and shall indemnify DWR, its officers, employees, and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees and agents incur as a result of DWR approving this Agreement or providing services under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees, and agents.
16. This Agreement shall not be administered or interpreted in any way that would cause financial harm to other contractors not participating in this Agreement. The Agencies shall be responsible, jointly and severally, as determined by DWR, for any demonstrable increase in costs to the other contractors that may result from the implementation of this Agreement.



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17. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. The Agreement shall take effect as soon as all Parties have signed.
18. All Parties will receive an executed copy of this Agreement via DocuSign after all Parties have signed.
19. If Agency requires a Board of Directors' approval of this Agreement, it shall send an electronic file of the board approval to DWR.

If the terms and conditions in this Agreement are acceptable, please sign and date using DocuSign.

Sincerely,



Ted Craddock  
Deputy Director  
State Water Project

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ACCEPTED:

SITES PROJECT AUTHORITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

COACHELLA VALLEY WATER DISTRICT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
General Manager  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
CEO/General Manager  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

DESERT WATER AGENCY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SAN GORGONIO PASS WATER AGENCY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
General Manager  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Certificate Of Completion**

Envelope Id: 9CB5C85C82824C0D86ACA2C50029A167

Status: Sent

Subject: Please DocuSign: Sites Letter Agreement for Planning Charges in SOC - Final.docx

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Document Pages: 7

Signatures: 1

Envelope Originator:

Certificate Pages: 6

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WOEM WOEM Support Staff

AutoNav: Enabled

1416 9th Street

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Sacramento, CA 95814

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

woemadmin@water.ca.gov

IP Address: 136.200.53.23

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woemadmin@water.ca.gov

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**Signer Events****Signature****Timestamp**

Brian "BG" Heiland

**Completed**

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brian.heiland@water.ca.gov

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Principal Engr, WR

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Olivia Virgadamo

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olivia.virgadamo@water.ca.gov

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Supervising Engineer

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Ted Craddock



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ted.craddock@water.ca.gov

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Deputy Director, State Water Project

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Signature Adoption: Uploaded Signature Image

Security Level: Email, Account Authentication  
(None)

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Heather Dyer

Sent: 9/8/2021 4:36:40 PM

heatherd@sbvmwd.com

Viewed: 9/9/2021 9:36:35 AM

CEO/General Manager

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Accepted: 9/9/2021 9:36:35 AM

ID: 26182afa-49d5-4954-955e-b580a9a1f1ee

Jerry Brown

Sent: 9/8/2021 4:36:39 PM

jbrown@sitesproject.org

Viewed: 9/8/2021 5:20:49 PM

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(None)

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Jim Barrett jbarrett@cvwd.org General Manager Security Level: Email, Account Authentication (None)		Sent: 9/8/2021 4:36:40 PM Viewed: 9/8/2021 5:17:40 PM
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Lance Eckhart leckhart@sgpwa.com General Manager Security Level: Email, Account Authentication (None)		Sent: 9/8/2021 4:36:40 PM Viewed: 9/9/2021 2:01:00 PM
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Department of Water Resources

P.O. Box 942836

Sacramento, CA 95236-0001

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [don.davis@water.ca.gov](mailto:don.davis@water.ca.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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### **Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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