

San Geronio Pass Water Agency

DATE: November 28, 2022

TO: Board of Directors

FROM: Lance Eckhart, General Manager

SUBJECT: ADOPT RESOLUTION 2022-28 MAKING FINDINGS AND ADOPTING A NEGATIVE DECLARATION PURSUANT TO CEQA FOR THE MULTI-YEAR TRANSFER OF STATE WATER PROJECT TABLE A SUPPLY FROM THE CITY OF VENTURA TO THE AGENCY AND RATIFYING THE BOARD'S PREVIOUS APPROVAL OF SAME

RECOMMENDATION

It is recommended that the Board of Directors adopt Resolution 2022-28 which makes findings and adopts a Negative Declaration as required by the Department of Water Resources ("DWR") as a condition for approval for the Multi-Year Transfer of State Water Project ("SWP") Table A supply ("Transfer") and ratifying the Board's previous approval of same.

PREVIOUS CONSIDERATION

- February 20, 2018: Board authorized a one-year exchange of Table A allocation with the City of Ventura.
- February 19, 2019: Board authorized a one-year exchange of Table A allocation with the City of Ventura.
- April 20, 2020: Board authorized a one-year exchange of Table A allocation with the City of Ventura.
- April 12, 2021: Board authorized a one-year transfer of Table A allocation with the City of Ventura.
- October 12, 2021 to April 25, 2022: The General Manager, with direction from the Board, engaged in negotiations with representatives from the City of Ventura regarding a long-term transfer program.
- April 25, 2022: Board approved entering into the Agreement For Transfer Of State Water Project Water with the City of Ventura ("Agreement") and authorized the filing of an associated Notice of Exemption.
- June 13, 2022: Board adopted Resolution No. 2022-15 in order to make certain confirmations as required under Article 57(g) of the State Water Contract.

BACKGROUND

On April 25, 2022, the Agency Board of Directors approved entering into an Agreement For Transfer Of SWP Water with the City of Ventura (“Agreement”), a copy of which is attached to the proposed Resolution, and authorized the filing of an associated Notice of Exemption under the California Environmental Quality Act (CEQA). The Transfer is also subject to terms and conditions of the SWP Contract, as amended by the Water Management Amendment, which requires subsequent approval from DWR. After submission of the Agreement to DWR, the Agency was then required to adopt Resolution No. 2022-15 in order to make certain confirmations as required under Article 57(g) of the State Water Contract. Said Resolution No. 2022-15 was adopted by the Agency Board on June 13, 2022.

During review by DWR under the above-mentioned approval process, DWR determined that additional CEQA review would be required for the Transfer in the form of a Negative Declaration. In order to obtain DWR’s potential approval to move the Transfer forward, it is recommended that the Board adopt the proposed Resolution in order to comply with said CEQA requirement from DWR.

ANALYSIS

In accordance with State CEQA Guidelines, the Agency prepared an Initial Study to analyze whether the Transfer may cause a potentially significant effect on the environment. Based on the information contained in the Initial Study (IS), which concluded that the Transfer would not have a potentially significant impact on the environment, a Negative Declaration (ND) was prepared, a copy of which is attached to the proposed Resolution.

On October 21, 2022 A Notice of Intent to Adopt a Negative Declaration was distributed to initiate a 20 day public review period as approved by the Governor’s Office of Planning and Research. The public review and comment period began on October 21, 2022 and ended on November 11, 2022. A Notice of Intent to adopt the IS/ND for the Transfer was published for the public, circulated to interested parties, and posted on the Agency’s website per the requirements of CEQA. As required by CEQA, a Notice of Completion form along with copies of the IS/ND were sent to the State Clearinghouse soliciting review and comment on the report by the relevant State agencies. The State Clearinghouse subsequently assigned the following State Clearinghouse Number for the IS/ND: 2022100458.

During the public review period, no comments were received from the public or interested agencies.

The key findings from the Negative Declaration include:

- The Transfer could not have a significant effect on the environment.
- An Environmental Impact Report (EIR) pursuant to CEQA is not required for the Transfer. No edits to the IS/ND were required based on the comments that were received, and no

comments raised a fair argument that the Transfer may have a potentially significant impact. Therefore, in accordance with State CEQA Guidelines Section 15073.5, recirculation of the IS/ND is not required.

Nothing in the IS/ND has changed the Agency's prior approvals of the Transfer and Agreement. Therefore, the Agency adopts this IS/ND and its findings. However, DWR may consider this IS/ND prior to their approvals.

FISCAL IMPACT

As previously explained on April 25, 2022 when the Agreement was first brought before the Board, the fiscal impact is as follows:

The Debt Service Fund ("Red Bucket") will be utilized to fund the Agreement.

Between 2018 and 2021, the City's SWP fixed costs averaged between \$1.3 million to \$1.8 million.

The Debt Service Fund reserve balance, calculated at the end of the fiscal year, has increased \$16.9 million between 2018 and 2021 and is well-positioned to cover costs associated with this Agreement. It should be noted that there will be transportation costs (i.e., energy costs) to transport any water into the SGPWA area, which will be included in the General Fund budget item "Purchased Water."

ACTION

Adopt Resolution No. 2022-28 Making Findings And Adopting A Negative Declaration Pursuant To CEQA For The Multi-Year Transfer Of SWP Table A Supply From The City Of Ventura To The Agency As Required under the SWP Contractor Procedures.

ATTACHMENTS

- Resolution 2022-28
- Final Initial Study/ Negative Declaration
- Agreement For Transfer Of SWP Water with the City of Ventura

RESOLUTION NO. 2022 - 28

A RESOLUTION OF THE SAN GORGONIO PASS WATER AGENCY MAKING FINDINGS AND ADOPTING A NEGATIVE DECLARATION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE MULTI-YEAR TRANSFER OF STATE WATER PROJECT TABLE A SUPPLY FROM THE CITY OF VENTURA TO THE AGENCY AND RATIFYING THE BOARD'S PREVIOUS APPROVAL OF SAME

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.), and San Gorgonio Pass Water Agency's Local CEQA Guidelines (collectively, "CEQA"), the Agency is the lead agency for the Multi-Year Transfer Of State Water Project Table A Supply From The City Of Ventura To The Agency ("Project"); and

WHEREAS, on April 25, 2022, the Agency Board of Directors approved entering into an Agreement For Transfer Of State Water Project Water with the City of Ventura ("Agreement") and authorized the filing of an associated Notice of Exemption; and

WHEREAS, the Project is also subject to the terms and conditions of the State Water Project Contract, as amended by the Water Management Amendment, which requires subsequent approval from the California Department of Water Resources ("DWR"). After submission of the Agreement to DWR, the Agency was then required to adopt Resolution No. 2022-15 in order to make certain confirmations as required under Article 57(g) of the State Water Contract. Said Resolution No. 2022-15 was adopted by the Agency Board on June 13, 2022; and

WHEREAS, during review by DWR under the above-mentioned approval process, DWR determined that additional CEQA review would be required for the Project in the form of a Negative Declaration. In order to obtain DWR's potential approval to move the Project forward, the Agency Board desires to comply with said CEQA requirement from DWR. As a result, in accordance with State CEQA Guidelines section 15063, the Agency prepared an Initial Study to analyze whether the Project may cause a potentially significant effect on the environment; and

WHEREAS, based on the information contained in the Initial Study, which concluded that the Project would not have a significant impact on the environment, the Agency has determined that a Negative Declaration should be prepared for the Project, and a Negative Declaration was prepared pursuant to CEQA; and

WHEREAS, the Agency distributed a Notice of Intent to Adopt a Negative Declaration on October 21, 2022 pursuant to State CEQA Guidelines section 15072; and

WHEREAS, the Agency provided copies of the Initial Study and Negative Declaration to the public and the State Clearinghouse for an approved shortened review and comment period beginning on October 21, 2022 and ending on November 11, 2022, pursuant to State CEQA Guidelines section 15073, during which time the Agency received no comment letters; and

WHEREAS, during the public review and comment period, copies of the Negative Declaration were available for review and inspection at the Agency office and on the Agency's website; and

WHEREAS, all the requirements of the Public Resources Code, the State CEQA Guidelines, and the Agency's Local CEQA Guidelines have been satisfied by the Agency in connection with the preparation of the Negative Declaration, which is sufficiently detailed so that all of the potential environmental effects of the Project have been adequately evaluated; and

WHEREAS, the Negative Declaration prepared in connection with the Project sufficiently analyzes the Project's potential environmental impacts; and

WHEREAS, the findings and conclusions made by the Agency Board in this Resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the Project, which is incorporated herein by this reference. The findings are not based solely on the information provided in this Resolution; and

WHEREAS, prior to taking action, the Agency Board heard, has been presented with, reviewed, and considered all of the information and data in the administrative record, including but not limited to the Initial Study, Negative Declaration, and all oral and written evidence presented to it during the public meeting; and

WHEREAS, the Negative Declaration reflects the independent judgment of the Agency and is deemed adequate for purposes of making decisions on the merits of the Project; and

WHEREAS, no additional information submitted to the Agency Board, have produced substantial new information requiring substantial revisions that would trigger recirculation of the Negative Declaration or additional environmental review of the project under State CEQA Guidelines section 15073.5; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN GORGONIO PASS WATER AGENCY DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

1. Recitals The Agency Board hereby finds that the Recitals set forth above are true and correct and are incorporated herein as substantive findings of this Resolution.

2. Compliance With CEQA As the decision-making body for the Project, the Agency Board has reviewed and considered the information contained in the Negative Declaration, Initial Study, administrative record, and all other written and oral evidence presented to the Agency for the Project, on file with the Agency and available for review at the Agency office. Based on the Agency Board's independent review and analysis, the Agency Board finds that the Negative Declaration, Initial Study, and administrative record contain a complete and accurate reporting of the environmental impacts associated with the Project, and that the Negative Declaration has been completed in compliance with the California Environmental Quality Act (Public Resources Code,

§ 21000 et seq.; “CEQA”), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.), and the Agency’s Local CEQA Guidelines.

3. Findings On Environmental Impacts Based on the whole record before it, including the Negative Declaration, Initial Study, the administrative record, and all other written and oral evidence presented to the Agency Board, the Agency Board finds that all environmental impacts of the Project are of no impact as outlined in the Negative Declaration and the Initial Study. The Agency Board further finds that there is no substantial evidence in the administrative record supporting a fair argument that the Project may result in any environmental impacts. The Agency Board finds that the Negative Declaration contains a complete, objective, and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment and analysis of the Agency.

4. Adoption Of The Negative Declaration The Agency hereby approves and adopts the Negative Declaration.

5. Ratify Previously Approved Agreement The Agency hereby ratifies the previously approved Agreement For Transfer Of State Water Project Water with the City of Ventura.

6. Location And Custodian Of Records The documents and materials associated with the Project and the Negative Declaration that constitute the record of proceedings on which these findings are based are located at 1210 Beaumont Avenue, Beaumont, CA 92223. The Custodian of Record is Lance Eckhart, General Manager/Chief Hydrologist.

7. Notice of Determination Staff shall cause a Notice of Determination to be filed and posted with the County Clerk and the State Clearinghouse within five working days of the adoption of this resolution.

PASSED, ADOPTED, AND APPROVED this 28 day of November, 2022.

President, Board of Directors
San Geronio Pass Water Agency

Secretary, Board of Directors
San Geronio Pass Water Agency



SAN GORONIO PASS WATER AGENCY MULTI-YEAR WATER TRANSFER FINAL INITIAL STUDY/NEGATIVE DECLARATION

November 2022

PREPARED FOR:

San Geronio Pass Water Agency
1210 Beaumont Avenue
Beaumont, CA 92223

PREPARED BY:

Provost & Pritchard Consulting Group



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ACRONYMS AND ABBREVIATIONS

AB	Assembly Bill
AF	Acre-Feet
AFY	Acre-Feet per Year
CAAQS	California Ambient Air Quality Standards
CARB	California Air Resources Board
CCAA	California Clean Air Act
CEQA	California Environmental Quality Act
CH ₄	Methane
CO	Carbone Monoxide
CO ₂	Carbon dioxide
CO _{2e}	Carbon Dioxide-Equivalent
Contractor	State Water Contractor
DWR	Department of Water Resources
EIR	Environmental Impact Report
EPA	Environmental Protection Agency
FCGMA	Fox Canyon Groundwater Management Agency
GHG	Greenhouse Gas
GIS	Geographic Information System
GSA	Groundwater Sustainability Agency
GSP	Groundwater Sustainability Plan
HCP	Habitat Conservation Plan
IPCC	Intergovernmental Panel on Climate Change
IS	Initial Study
IS/ND	Initial Study/ Negative Declaration
km	kilometers
lbs/day	pounds per day
MT/year	metric tons per year
NAAQS	National Ambient Air Quality Standards
N ₂ O	Nitrous Oxide
ND	Negative Declaration
NO ₂	Nitrogen Dioxide

NO _x	Nitrogen Oxides
O ₃	Ozone
Pb	Lead
PM ₁₀	particulate matter 10 microns in size
PM _{2.5}	particulate matter 2.5 microns in size
ppb	parts per billion
ppm	parts per million
PRC	Public Resource Code
Project	San Geronio Pass Water Agency Multi-Year Water Transfer
ROG	Reactive Organic Gases
SBVMWD	San Bernardino Valley Municipal Water District
SCAB	South Coast Air Basin
SCAQMD	South Coast Air Quality Management District
SCE	Southern California Edison Company
SGMA	Sustainable Groundwater Management Act
SGPWD	San Geronio Pass Water Agency
SJVAPCD	San Joaquin Valley Air Pollution Control District
SO ₂	Sulfur Dioxide
SoCalGas	Southern California Gas
SWP	State Water Project
TPY	tons per year
USEPA	United States Environmental Protection Agency
UWMP	Urban Water Management Plan
µg/m ³	micrograms per cubic meter
VCFCDD	Ventura County Flood Control District
VCWPD	Ventura County Watershed Protection District
Ventura	City of San Buenaventura
WR-MSHCP	Western Riverside County Multiple Species Habitat Conservation Plan

CHAPTER 1 INTRODUCTION

The San Geronio Pass Water Agency (“SGPWA” or “Agency”) has prepared this Initial Study and Negative Declaration (IS/ND) to address the potential environmental effects of the proposed San Geronio Pass Water Agency Multi-Year Water Transfer (Project). This document has been prepared in accordance with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq. The Agency is the CEQA lead agency for this Project.

The site and the Project are described in detail in [Chapter 2 Project Description](#).

1.1 REGULATORY INFORMATION

An Initial Study (IS) is a document prepared by a lead agency to determine whether a project may have a significant effect on the environment. In accordance with California Code of Regulations Title 14 (Chapter 3, Section 15000, *et seq.*) (also known as the CEQA Guidelines) Section 15064 (a)(1) states that an Environmental Impact Report (EIR) must be prepared if there is substantial evidence in light of the whole record that the Project under review may have a significant effect on the environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant levels. A Negative Declaration (ND) may be prepared instead if the lead agency finds that there is no substantial evidence in light of the whole record that the project may have a significant effect on the environment. An ND is a written statement describing the reasons why a proposed Project, not otherwise exempt from CEQA, would not have a significant effect on the environment and, therefore, why it would not require the preparation of an EIR (CEQA Guidelines Section 15371). According to CEQA Guidelines Section 15070, a ND or Mitigated ND shall be prepared for a project subject to CEQA when either:

- a. The IS shows there is no substantial evidence, in light of the whole record before the agency, that the proposed Project may have a significant effect on the environment, or
- b. The IS identified potentially significant effects, but:
 1. Revisions in the project plans or proposals made by or agreed to by the applicant before the proposed ND and IS is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and
 2. There is no substantial evidence, in light of the whole record before the agency, that the proposed Project as *revised* may have a significant effect on the environment.

1.2 DOCUMENT FORMAT

This IS/ND contains five chapters. [Chapter 1 Introduction](#) provides an overview of the Project and the CEQA process. [Chapter 2 Project Description](#), provides a detailed description of proposed Project components and objectives. [Chapter 3 Determination](#), contains the Lead Agency’s determination based upon this initial evaluation. [Chapter 4 Environmental Impact Analysis](#) presents the CEQA checklist and environmental analysis for all impact areas, mandatory findings of significance, and feasible mitigation measures. If the Project does not have the potential to significantly impact a given issue area, the relevant section provides a brief discussion of the reasons why no impacts are expected. If the Project could have a potentially significant impact on a resource, the issue area discussion provides a description of potential impacts, and appropriate mitigation measures and/or permit requirements that would reduce those impacts to a less

than significant level. [Chapter 5 References](#) details the documents and reports this document relies upon to provide its analysis.

CHAPTER 2 PROJECT DESCRIPTION

2.1 PROJECT BACKGROUND

2.1.1 Project Title

San Gorgonio Pass Water Agency Multi-Year Water Transfer

2.1.2 Lead Agency Name and Address

San Gorgonio Pass Water Agency (SGPWA or Agency)
1210 Beaumont Avenue
Beaumont, CA 92223

2.1.3 Contact Person and Phone Number

Lead Agency Contact

Lance Eckhart
General Manager
(951) 845-2577
Leckhart@sgpwa.com

CEQA Consultant

Provost & Pritchard Consulting Group
Dena Giacomini, Environmental Project Manager
(661) 616-5900

2.1.4 Project Location

The Project spans the respective jurisdictions of two agencies in California: SGPWA and the City of San Buenaventura (Ventura, within Ventura County). District boundaries of SGPWA and Ventura are illustrated in **Figure 2-1**. The initial point of diversion would begin in the California Aqueduct at Tehachapi Afterbay in Kern County, where the California Aqueduct bifurcates into the East Branch and West Branch. The transferred water will be conveyed each year through the California Aqueduct's East Branch in Kern County, Los Angeles County, and San Bernardino County to the East Branch Extension. The transferred water will then flow into the East Branch Extension from San Bernardino County into Riverside County where it will arrive at the Agency's service area. Once in SGPWA's service area, water will be diverted at SGPWA's Mountain View Turnout, Little San Gorgonio Creek Turnout, or Noble Creek Turnout. The transferred water would then reach its destination in either the SGPWA groundwater Recharge Facility or the Beaumont-Cherry Valley Water District groundwater Recharge Facility within the SGPWA service area.

The Agency is located near the cities of Banning, Beaumont, and Calimesa, and the unincorporated communities of Cabazon and Cherry Valley in Riverside County. Additionally, a small portion of SGPWA's service area overlaps San Bernardino County. The San Gorgonio Pass is the narrow east-west strip of land between the San Bernardino Valley to the West and the Palm Springs/Coachella Valley area to the East. The

region is bounded by mountains to both the north and south. The Agency's service area includes 225 square miles.

Ventura is a coastal city located in Ventura County, which is approximately 60 miles northwest of Los Angeles and 45 miles east of Santa Barbara. Ventura spans approximately 32 square miles.

2.2 DESCRIPTION OF PROJECT

Ventura and SGPWA are contemplating entering a Multi-Year Water Transfer Agreement (Agreement) subject to the environmental analysis in this Initial Study. Under the Agreement, Ventura would transfer to SGPWA up to 10,000 acre-feet (AF), of Ventura's SWP Annual Table A Amount each year from 2022 through December 31, 2042, dependent on the status of the Contract Extension Amendment. The amount of Ventura's SWP water available for transfer each year is subject to the California Department of Water Resources' (DWR) annual SWP Table A Allocation that identifies a percentage of Ventura's SWP Maximum Annual Table A Amount that Ventura may receive that year. Ventura reserves the right to use in its service area the first 2,000 AF of its SWP Table A Allocation every year, when available, but will transfer the entire remaining portion of its SWP Table A Allocation to Agency, including any unused amount of its 2,000 acre-foot reservation.

The Project does not include any additional facilities or modifications to any land. The Project would utilize existing conveyance facilities. The Project would not alter the SWP's operational criteria beyond the existing SWP system design and function.

2.2.1 State Water Project

The SWP diverts and carries long-term water supplies from northern California through a state-run water conveyance aqueduct (California Aqueduct) to southern California. Approximately 70 percent of the water is used for residential, municipal, and industrial uses and about 30 percent is used for agricultural irrigation purposes. It is the largest state financed water project ever built. SWP facilities deliver each year's available water through contracts between the DWR and the 29 State Water Contractors (Contractor), including Ventura County Watershed Protection District (VCWPD) and SGPWA. "The base contractual agreements concerning the City's annual entitlement to 10,000 AF of SWP are: (1) the 1963 State Water Supply Contract of 20,000 AF entitlement of SWP water between DWR and VCWPD known formerly as Ventura County Flood Control District (VCFCF); (2) the 1970 agreement between VCFCF and Casitas known formerly as the Ventura Municipal Water District that assigned the 20,000 AF entitlement to Casitas; and (3) the 1971 agreements between Casitas and the City providing the City with an annual entitlement of 10,000 AF and Casitas and United with an annual entitlement of 5,000 AF each."¹

The Contractor contracts were initially structured to reflect anticipated population increases and water demand, estimated by DWR and the Contractors, and completion of SWP facilities. The SWP Maximum Annual Table A Amount² is specified in each Contractor's contract in a schedule that sets forth the maximum annual amount of water that may be requested to be delivered in any given year. Ventura

¹ (Ventura Water 2021)

² Table A allocations represent a portion or all of the annual Table A amount requested by SWP water contractors and approved for delivery by the Department of Water Resources. The Table A allocation differs each year and also may change over the course of the year. Beginning with an initial allocation that is based primarily on a conservative dry hydrology, current storage, and releases to be made through the year—to meet SWP contractual and regulatory obligations—the allocation may change over winter and through spring to reflect the actual and forecast water supply.

receives, via VCWPD, 10,000 acre-feet per year (AFY) of SWP water and SGPWA has a maximum annual Table A allocation amount of 17,300 AFY.

Whenever the available supply of Table A water is determined by DWR to be less than the total of all Contractors’ requests, the available supply of Table A water is allocated among all Contractors in proportion to each Contractor’s Maximum Annual Table A Amount relative to the cumulative total of Maximum Annual Table A Amounts pursuant to Article 18 of the SWP Water Supply Contracts. Article 18 outlines the reallocation of water among Contractors in years of temporary shortage. Table A water allocations vary and are subject to change year by year based on the availability of water throughout the State. For example, due to persistent dry conditions in California, DWR decreased all Table A allocations for 2022 from fifteen (15) to five (5) percent of Contractor requested Table A amounts in addition to any Human Health & Safety Needs (HH&S).³

2.2.2 Project Background and Purpose

For the past four years SGPWA and VCWPD on behalf of Ventura, have entered into a water transfer or exchange agreement. Prior agreements expressed an intent for SGPWA and Ventura to negotiate a separate long-term exchange or transfer of Table A Water for up to 20 years. In early 2021, DWR began implementing the Water Management Amendment to SWP Water Supply Contracts, which allowed for the long-term transfer or exchange of Table A supplies under certain conditions. Currently, Ventura does not have a physical water delivery connection to the SWP to receive its portion of the VCWPD’s Table A allocation; local demand within its service area has historically been met through other sources of water supply. Ventura has plans to construct a physical connection to SWP facilities via the State Water Interconnection Project, which is anticipated to be constructed within the time frame of this Project.⁴ A multi-year transfer of Table A water would allow Ventura to offset a portion of its SWP costs, while SGPWA can use the transferred water to augment its water supply to meet current and future water demand.

The Agency and Ventura propose a 20-year agreement under which VCWPD, on behalf of Ventura, would transfer to SGPWA up to 10,000 AFY of SWP water. Ventura’s water allocation would be transferred to SGPWA for Agency use as an additional water supply. The transfer would use existing SWP and SGPWA facilities and turnouts (existing conveyance facilities) to receive the water and would not include any construction of new infrastructure, conveyance facilities, or alteration of lands. Existing facilities used in the transfer are shown in **Table 2-1**.

Table 2-1: Existing Conveyance Facilities

Existing Conveyance Facilities
California Aqueduct
East Branch Extension of the California Aqueduct
Mountain View Turnout
Little San Geronio Creek Turnout
Noble Creek Turnout
SGPWA Recharge Facility
Beaumont-Cherry Valley Water District Recharge Facility

³ (California Department of Water Resources 2022).

⁴ The EIR to the City of San Buenaventura State Water Interconnection Project, adopted August 5, 2019, can be found at: [Microsoft Word - !Environmental Impact Report PUBLIC DRAFT.docx \(ca.gov\)](#)

2.2.3 Water Transfer from Ventura to SGPWA

The Project would facilitate a 20-year transfer of VCWPD's, on behalf of Ventura, allocated Table A water to SGPWA. The Project is anticipated to start once the Project is approved by DWR, and will end on December 31, 2042. Each delivery year would commence on January 1, continuing for one calendar year, ending on December 31.

Until the State Water Interconnection Project is completed, SGPWA will have rights to up to 10,000 AF of the Ventura Table A Water allocation for each Delivery Year. Once the State Water Interconnection Project is completed, Ventura will have the priority right, but not the obligation, to take delivery of up to two thousand (2,000) acre feet of Table A Water (Priority Allocation) during the subsequent Delivery Year, provided that Ventura's Table A Water allocation from DWR is sufficient to provide the Priority Allocation. The Priority Allocation must be used within the geographical boundaries that are served by Ventura and may not be transferred or exchanged for use outside such boundaries.

With respect to Article 21 water,⁵ Ventura retains the rights to any Article 21 water associated with its Table A Water allocation if such Article 21 water can be used directly by Ventura County Agencies within two weeks of the date of allocation. This transfer will be subject to DWR approval, as Article 21 transfers are currently only contractual rights for four specifically named SWP water contractors, not including VCWPD.

Term

Subject to DWR's approval, the term of the proposed long-term water transfer would begin on the effective date and end on December 31, 2042.

2.2.4 Water Supply and Use

San Geronio Pass Water Agency (SGPWA)

The Agency was established in 1961 by California State Legislature. The Agency boundaries extend through Calimesa, Beaumont, Banning and Cabazon. The East Branch Extension of the California Aqueduct, the pipeline that brings State Project Water into the SGPWA service area, was completed in 2003.

Supply

The Agency, one of 29 State Water Contractors, purchases water from the State of California and sells it to local retail water agencies. Water is imported into the service area by the California Aqueduct. The Agency's Table A water allotment is 17,300 AFY. SGPWA's Table A represents a maximum contract amount that could be available each year assuming that the SWP could deliver 100% contract supplies to all SWP contractors. The last 100% allocation year occurred in 2006. SGPWA's SWP Contract has numerous components that allow SGPWA to manage and control the annually available SWP water supplies. More often than not, actual SWP allocations are less than 100% of SGPWA's Table A Annual Amount. Annual SWP percentage Table A allocations fluctuate based upon hydrology, water storage, and regulatory criteria in the Delta. **Table 2-2** below shows the SGPWA Table A Annual Amount from 2010 through 2020, the SWP allocation percentage, and the final available Table A allocation from 2010-2020. During this period, the SGPWA received on average 8,335 AF, or about 48% of the Table A contract amount.⁶

⁵ Article 21 allows water contractors to take deliveries above approved and scheduled Table A amounts. Article 21 is sometimes called interruptible, unscheduled, or surplus water. It is offered predominantly in wet years.

⁶ (Tully & Young 2021)

Table 2-2: SWP Table Allocations and Delivery in Acre Feet Per Year (AFY)

Year	SWP Contract Table A	Percent Allocation	Allocation Amount
2010	17,300	50%	8,650
2011	17,300	80%	13,840
2012	17,300	65%	11,245
2013	17,300	35%	6,055
2014	17,300	5%	865
2015	17,300	20%	3,460
2016	17,300	60%	10,380
2017	17,300	85%	14,705
2018	17,300	35%	6,055
2019	17,300	75%	12,975
2020	17,300	20%	3,460

Source: (Tully & Young 2021)

In addition to SGPWA’s Table A allotment from the State Water Project, SGPWA has acquired other sources of water. See below:

- The Agency is a signatory to the Yuba Accord, an agreement among many water districts in California and the Department of Water Resources that enables the signatories to obtain additional supplies from Yuba County in most years. SGPWA receives an average of 200-300 AFY from this source, enough water for 400-600 families.
- The Agency has signed an agreement with the San Bernardino Valley Municipal Water District (SBMVWD). This agreement entitles SGPWA to purchase up to 5,000 AF of SWP entitlement each year with SBMVWD’s express concurrence. The SBMVWD Agreement expires on December 31, 2032, and there is no right of renewal. SGPWA does anticipate renewing the contract through at least 2045.⁷
- The Agency has a contracted 20-year supply of 100% reliable water from the Antelope Valley-East Kern Water Agency. Its original source is a riparian right to Kern River water from Nickel Farms LLC. Since it originates south of the Sacramento-San Joaquin Delta, it is 100% reliable. This water supply is 1,700 AFY. SGPWA has leased this water through 2036, with an option to extend the lease beyond that if desired.

Use

The Agency sells its SWP water to local water retailers to manage water supplies through conjunctive use. This means that SGPWA does not “earmark” water for specific development projects, but merely maintains a portfolio of potential water supplies that are sold or used to balance groundwater demand. Thus, SGPWA is always looking for ways to maintain and increase that portfolio’s resiliency. Currently, SGPWA sell its water to the Yucaipa Valley Water District (the Calimesa area), the Beaumont Cherry Valley Water District (Beaumont and Cherry Valley), and the City of Banning.

The water proposed to be transferred to SGPWA would assist the Agency’s goal to balance and add resilience to the Agency’s portfolio and to help reduce reliance on the existing, basin. The additional transfer water would not provide a brand-new source of water that would encourage growth in the Agency area.

Conservation

The Agency does not provide water directly to the region’s water users and does not have traditional distribution system metering. The Agency primary function is to eliminate groundwater overdraft by

⁷ (Tully & Young 2021)

recharging imported SWP water at several locations throughout the service area. The SWP water is metered at the turnouts from where SGPWA receives the water into its service area. All retail water suppliers that are located in the SGPWA service area meter all of its customer connections.

The Agency recognizes the importance of public education and outreach for water resource conservation and works towards providing resources to its customers teaching them various methods to conserve water. These resources can be found on SGPWA's website free of charge for the benefit of its customers and the public. In addition, SGPWA is involved in a number of outreach programs.

City of San Buenaventura (Ventura)

Ventura's water supply sources includes local surface water and groundwater, and imported water. This section also discusses Ventura's water conservation and reclamation efforts.

Supply

Ventura currently relies on 100% local water sources. There are presently six distinct water sources providing water to the City water system.

- Casitas Municipal Water District (Casitas)
- Ventura River Foster Park Area (Foster Park)
- Mound Groundwater Basin (Mound Basin)
- Oxnard Plain Groundwater Basin (Oxnard Plain Basin)
- Santa Paula Groundwater Basin (Santa Paula Basin)
- Reclaimed water and reuse from the Ventura Water Reclamation Facility.

Ventura does not physically take SWP water because the city lacks the facilities to do so. However, since at least 1999, Ventura has sold, transferred, or exchanged the water to other SWP contractors. VCWPD, on behalf of Ventura, receives 10,000 AFY of SWP water.

It is anticipated that Ventura's State Water Interconnection project will be constructed within the time of this proposed water transfer agreement. The State Water Interconnection project will ultimately allow Ventura to receive SWP water directly. At that point, Ventura will retain the right to receive up to 2,000 AF of SWP water, while transferring the remaining 8,000 AF to SGPWA.

According to Ventura's UWMP, Ventura would have sufficient supplies to meet its projected demand through 2045.⁸

Use

Ventura's water system provides potable water to residential, commercial, institutional, industrial, and irrigation customers. Untreated water is provided to an industrial user and a few irrigation customers in the vicinity of the existing raw water pipeline system in the North Ventura Avenue area. Recycled water is provided for general irrigation of two golf courses, a City park, and landscape irrigation along the existing distribution alignment. Currently Ventura has approximately 32,285 service connections serving 113,500 people. .

Conservation

The Ventura Water 2020 Urban Water Management Plan (UWMP)⁹ outlines the following Demand Management Measures Ventura has implemented since 2016 to meets its urban water use reduction targets:

⁸ Ventura's UWMP can be found at: [Microsoft Word - Ventura Water 2020 UWMP Draft_5_26-21.doc \(ca.gov\)](#)

⁹ (Ventura Water 2021)

- Water waste prevention ordinances
- Installation of Advanced Metering Infrastructure
- Conservation pricing
- Public education and outreach
- Programs to assess and manage distribution system real loss
- Water conservation program coordination and staffing support

Water Delivery

Delivery of Ventura Water to SGPWA

The water made available to SGPWA by Ventura would be delivered to SGPWA directly via existing SWP facilities. **Figure 2-1** illustrates the SWP path the delivery of water would utilize. **Table 2-1** lists the specific existing facilities that would be used for the Project.

2.2.5 Site and Surrounding Land Uses and Setting

Specific site and surrounding land use and settings are varied. The existing facilities used to deliver water are located within four counties: Kern, Los Angeles, Riverside, and San Bernardino Counties. Kern County, which is located within the San Joaquin Valley, is known for its relatively flat, irrigated farmland. Surrounding lands in the southern California region of the Project area (Los Angeles, Riverside, and San Bernardino Counties) consists of sprawling open space, minor agricultural lands, rural shopping areas, urbanized areas, and rolling hills. Although the southern California region is known for its high density and urban character, the existing conveyance facilities within this region lie in the more rural parts.

The City of Ventura does not currently have a physical connection to the State Water Project for purposes of receiving direct-delivery of its allocations. Although the City may construct such a connection in the future pursuant to its previously certified State Water Interconnection Project EIR, actual construction activities are not yet under way.

2.2.6 Other Public Agencies Whose Approval May Be Required

- City of San Buenaventura
- California Department of Water Resources
- Ventura County Watershed Protection District

2.2.7 Consultation with California Native American Tribes

Public Resource Code (PRC) Section 21080.3.1, *et seq.* (codification of Assembly Bill (AB) 52, 2013-14) requires that a lead agency, within 14 days of determining that it will undertake a project, must notify in writing any California Native American Tribe traditionally and culturally affiliated with the geographic area of the project if that Tribe has previously requested notification about projects in that geographic area. The notice must briefly describe the project and inquire whether the Tribe wishes to request formal consultation. Tribes have 30 days from receipt of notification to request formal consultation. The lead agency then has 30 days to initiate the consultation, which then continues until the parties come to an agreement regarding necessary mitigation or agree that no mitigation is needed, or one or both parties determine that negotiation occurred in good faith, but no agreement will be made.

Although the Agency has not received written correspondence from any tribe pursuant to PRC Section 21080.3.1 requesting notification of the proposed Project, SGPWA did notify the Morongo Band of Mission Indians due to their good-standing working relationship with the tribe.

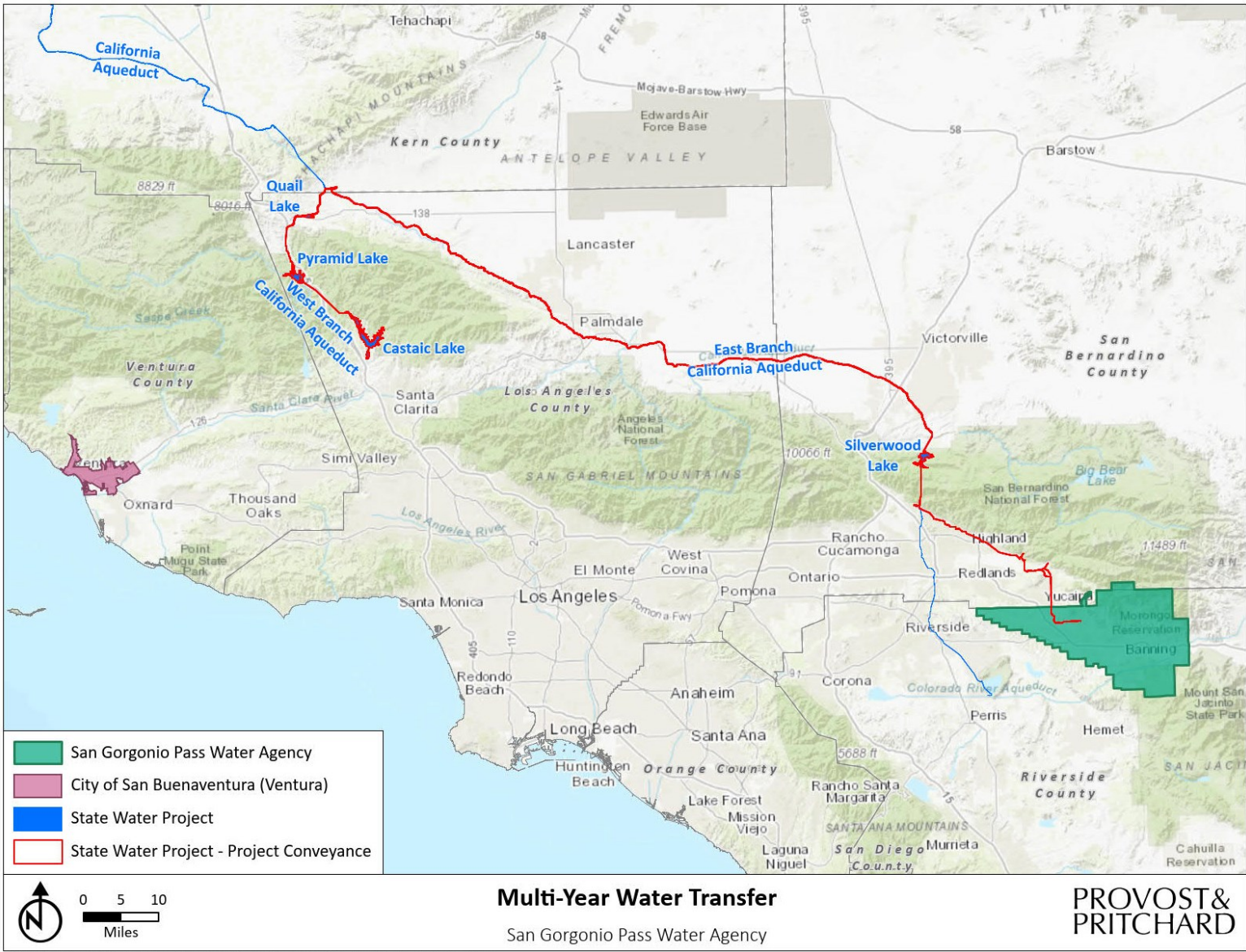


Figure 2-1: Regional Location Map

CHAPTER 3 DETERMINATION

3.1 POTENTIAL ENVIRONMENTAL IMPACTS

As indicated by the discussions of baseline conditions, and impact analyses that follow in this Chapter, environmental factors not checked below would have no impacts or less than significant impacts resulting from the project. Environmental factors that are checked below would have potentially significant impacts resulting from the project. Mitigation measures are recommended for each of the potentially significant impacts that would reduce the impact to less than significant.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards and Hazardous Materials |
| <input type="checkbox"/> Hydrology / Water Quality | <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities and Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |

The analyses of environmental impacts in [Chapter 4 Environmental Impact Analysis](#) result in an impact statement, which shall have the following meanings.

Potentially Significant Impact. This category is applicable if there is substantial evidence that an effect may be significant, and no feasible mitigation measures can be identified to reduce impacts to a less than significant level. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.

Less than Significant with Mitigation Incorporated. This category applies where the incorporation of mitigation measures would reduce an effect from a “Potentially Significant Impact” to a “Less than Significant Impact.” The lead agency must describe the mitigation measure(s), and briefly explain how they would reduce the effect to a less than significant level (mitigation measures from earlier analyses may be cross-referenced).

Less than Significant Impact. This category is identified when the proposed Project would result in impacts below the threshold of significance, and no mitigation measures are required.

No Impact. This category applies when a project would not create an impact in the specific environmental issue area. “No Impact” answers do not require a detailed explanation if they are adequately supported by the information sources cited by the lead agency, which show that the impact does not apply to the specific project (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

3.2 DETERMINATION

On the basis of this initial evaluation (to be completed by the Lead Agency):

- I find that, in light of the whole record before it, the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Signature

10/13/2022

Date

Lance Eckhart, PG, CHG/General Manager, Chief Hydrogeologist
San Gorgonio Pass Water Agency

CHAPTER 4 ENVIRONMENTAL IMPACT ANALYSIS

4.1 AESTHETICS

Table 4-1: Aesthetics Impacts

Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.1.1 Baseline Conditions

Although Ventura is involved in the Project, Ventura does not currently have a physical connection to the State Water Project for purposes of receiving direct-delivery of its SWP water allocations. The City may construct such a connection in the future pursuant to its previously certified State Water Interconnection Project EIR, though actual construction activities are not yet under way. The Project encompasses the SGPWA service area located within the San Gorgonio Pass region of Riverside County and portions of Kern, Los Angeles, and San Bernardino Counties. These counties are located within the southern region of California, with the northern half of Kern considered to be within Central California. The SGPWA service area is located in a mountainous region that includes varied topography, exposed rock formations, and various vegetation communities. To the north lies the San Gorgonio Mountains and the San Bernardino Mountains, with the sprawling San Jacinto Mountains to the southeast. Several urbanized areas derived from both incorporated and unincorporated communities are surrounded by the mountainous terrain. These urbanized areas include typical development such as residential, commercial, industrial, and open space. Where the Project runs through Los Angeles County, the surrounding area primarily consists of vast, flat open space. Vegetation is sparse and consists of chaparral, sage scrub, and other plant species

indicative of dry weather. The region of the Project that includes Kern County contains similar features of Los Angeles County, but with additional areas containing agricultural lands.

Various water conveyance infrastructure such as canals, turnouts, and pumps exist throughout the Project area. Said infrastructure assists in the transfer and transmission of water to areas in need.

4.1.2 Impact Analysis

a) Have substantial adverse effect on a scenic vista?

No Impact. The Project would not alter any existing landform or facility as no construction or earthmoving activities would take place. There would be no impact to any scenic vista.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. Due to the lack of construction associated with implementation, the Project would not result in any temporary or permanent physical changes. There would be no impact.

c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

No Impact. Due to the lack of construction associated with the Project and the utilization of existing conveyance facilities, the Project would not involve any temporary or permanent physical changes to the existing viewsheds, nor would it conflict with any applicable zoning and other regulations governing scenic quality within the Project area. There would be no impact.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

No Impact. Water flowing within existing conveyance facilities exposed to sunlight generates a reflection of light. The existing light reflection from water would remain the same and impacts would not be increased. Therefore, there would be no impact.

4.2 AGRICULTURE AND FORESTRY RESOURCES

Table 4-2: Agriculture and Forest Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.2.1 Baseline Conditions

The Agency, which is located within Riverside County and a portion of San Bernardino County, uses its water for groundwater recharge. The San Gorgonio Pass region is not an agricultural region; the water is primarily pumped for municipal functions.

According to the 2019 Los Angeles County Annual Crop and Livestock Report, the total gross value of agricultural crops and commodities produced in Los Angeles County during 2019 was \$177,612,300. Agricultural products, overall, realized a slight increase in sales by 4%. Nursery plant production continues to be the leading commodity at \$98,440,000, an increase of 6% from 2018.¹⁰

Agricultural lands associated with the Project are predominantly located within Kern County. According to the 2020 Kern County Annual Crop and Livestock Report, the top five commodities are grapes, citrus, almonds, pistachios, and milk. These items account for \$5.5 billion which accounts for 72% of the gross value of all agricultural commodities produced in Kern County in 2020.¹¹

¹⁰ (County of Los Angeles Department of Agricultural Commissioner/Weights & Measures 2019)

¹¹ (Kern County Department of Agriculture and Measurement Standards 2020)

4.2.2 Impact Analysis

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

a-b) No Impact. While Ventura does not have a physical connection to SWP facilities; therefore, lacking the potential for any impacts, the Agency currently uses its existing SWP water to recharge the underlying groundwater basin. The transfer water would follow suit and be used for groundwater recharge within the SGPWA service area, which overlaps Riverside County and a small portion of San Bernardino County. The Project would not have a direct impact to zoning or agricultural land preservation. The Project would not involve any change of land use or any physical changes to the land itself. There would be no potential for farmland conversion or any potential conflict with an existing Williamson Act contract as there would be no change to the existing land uses. There would be no impact.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

No Impact. The movement of water would not result in the loss of forest land, as the Project would not change the existing land uses. The transfer of surface water from Ventura to SGPWA would not conflict with any zoning of forest land or timberland. There would be no impact.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. As discussed above in “Impact c”, the movement of water would not result in the loss of forest land, as the Project would not change the existing land use. There would be no impact.

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact. The Project would not involve any changes in the existing environment and no land conversion would take place within boundaries of the two participating agencies. There would be no impact.

4.3 AIR QUALITY

Table 4-3: Air Quality Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.3.1 Baseline Conditions

Air quality is influenced by a variety of factors, including topography, local, and regional meteorology. The Project is located within the South Coast Air Basin (SCAB) and the San Joaquin Valley Air Basin. The SCAB is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD) and the SJVAB is within the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). SJVAPCD and SCAQMD monitor ambient air quality on a real-time basis throughout their respective counties.¹² The existing conveyance facilities associated with the Project generate emissions. During years of full allocation of SWP water, emissions are at its peak.

4.3.2 Regulatory Attainment Designations

Under the California Clean Air Act (CCAA), the California Air Resources Board (CARB) is required to designate areas of the State as attainment, nonattainment, or unclassified with respect to applicable standards. An “attainment” designation for an area signifies that pollutant concentrations did not violate the applicable standard in that area. A “nonattainment” designation indicates that a pollutant concentration violated the applicable standard at least once, excluding those occasions when a violation was caused by an exceptional event, as defined in the criteria. Depending on the frequency and severity of pollutants exceeding applicable standards, the nonattainment designation can be further classified as serious nonattainment, severe nonattainment, or extreme nonattainment, with extreme nonattainment being the most severe of the classifications. An “unclassified” designation signifies that the data does not support either an attainment or nonattainment designation. The CCAA divides districts into moderate, serious, and severe air pollution categories, with increasingly stringent control requirements mandated for each category.

The United States Environmental Protection Agency (USEPA) designates areas for ozone, carbon monoxide (CO), and nitrogen dioxide (NO₂) as “does not meet the primary standards”, “cannot be classified”, or “better than national standards”. For sulfur dioxide (SO₂), areas are designated the same but also has an

¹² (California Air Resources Board 2022)

additional designation “does not meet the secondary standards”. However, CARB terminology of “attainment, nonattainment, and unclassified” is more frequently used. The USEPA uses the same sub-categories for nonattainment status: *serious, severe, and extreme*. In 1991, the USEPA assigned new nonattainment designations to areas that had previously been classified as Group I, II, or III for particulate matter less than 10 microns in diameter (PM₁₀) based on the likelihood that they would violate national PM₁₀ standards. All other areas are designated “unclassified.”

Table 4-4, Table 4-5, and Table 4-6 that follow, set forth the summary of ambient air quality standards and attainment designations, and criteria pollutant thresholds for the SJVAPCD and SCAQMD, respectively.

Table 4-4: Summary of Ambient Air Quality Standards and Attainment Designation

Pollutant	Averaging Time	California Standards*		National Standards*	
		Concentration*	Attainment Status	Primary	Attainment Status
Ozone (O ₃)	1-hour	0.09 ppm	Non-Attainment/ Severe	–	No Federal Standard
	8-hour	0.070 ppm		0.075 ppm	
Particulate Matter (PM ₁₀)	AAM	20 µg/m ³	Non-Attainment	–	Attainment
	24-hour	50 µg/m ³		150 µg/m ³	
Fine Particulate Matter (PM _{2.5})	AAM	12 µg/m ³	Non-Attainment	12 µg/m ³	Non-Attainment
	24-hour	No Standard		35 µg/m ³	
Carbon Monoxide (CO)	1-hour	20 ppm	Attainment/ Unclassified	35 ppm	Attainment/ Maintenance
	8-hour	9 ppm		9 ppm	
	8-hour (Lake Tahoe)	6 ppm		–	
Nitrogen Dioxide (NO ₂)	AAM	0.030 ppm	Attainment	0.053 ppm	Attainment/ Unclassified
	1-hour	0.18 ppm		0.100 ppb	
Sulfur Dioxide (SO ₂)	AAM	–	Attainment	0.03 ppm	Attainment/ Unclassified
	24-hour	0.04 ppm		0.14 ppm	
	3-hour	–		--	
	1-hour	0.25 ppm		75 ppb	
Lead	30-day Average	1.5 µg/m ³	Attainment	–	No Designation/ Classification
	Calendar Quarter	–		1.5 µg/m ³	
	Rolling 3-Month Average	–		0.15 µg/m ³	
Sulfates	24-hour	25 µg/m ³	Attainment	No Federal Standards	
Hydrogen Sulfide	1-hour	0.03 ppm (42 µg/m ³)	Unclassified		
Vinyl Chloride	24-hour	0.01 ppm (26 µg/m ³)	Attainment		
Visibility-Reducing Particle Matter	8-hour	Extinction coefficient: 0.23/km-visibility of 10 miles or more (0.07-30 miles or more for Lake Tahoe) due to particles when the relative humidity is less than 70%.	Unclassified		

* For more information on standards visit: <https://ww3.arb.ca.gov/research/aaqs/aaqs2.pdf>

** No Federal 1-hour standard. Reclassified extreme nonattainment for the Federal 8-hour standard [2022].

***Secondary Standard

Source: CARB 2015; SJVAPCD 2015

Table 4-5: SCAQMD Summary of Ambient Air Quality Standards and Attainment Designation

Summary of Ambient Air Quality Standards & Attainment Designation	
Pollutant	Concentration Needed or Attainment Determination
NO₂ 1-hour average annual arithmetic mean	South Coast AQMD is in attainment; project is significant if it causes or contributes to an exceedance of the following attainment standards: 0.18 ppm (state) 0.03 ppm (state) and 0.0534 ppm (federal)
PM₁₀ 24-hour average annual average	10.4 µg/m ³ (construction) & 2.5 µg/m ³ (operation) 1.0 µg/m ³
PM_{2.5} 24-hour average	10.4 µg/m ³ (construction) & 2.5 µg/m ³ (operation)
SO₂ 1-hour average 24-hour average	0.25 ppm (state) & 0.075 ppm (federal – 99th percentile) 0.04 ppm (state)
Sulfate 24-hour average	25 µg/m ³ (state)
CO 1-hour average 8-hour average	South Coast AQMD is in attainment; project is significant if it causes or contributes to an exceedance of the following attainment standards: 20 ppm (state) and 35 ppm (federal) 9.0 ppm (state/federal)
Pb 30-day Average Rolling 3-month average	1.5 µg/m ³ (state) 0.15 µg/m ³ (federal)

Source: (South Coast Air Quality Management District 2016)

Table 4-6: SJVAPCD and SVAQMD Daily Emissions Standards

Source	Daily Emissions (in Pounds)					
	ROG	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
SJVAPCD Significance Thresholds	100	100	100	100	100	100
SCAQMD Significance Thresholds	75	100	550	150	150	155

Source: (San Joaquin Valley Air Pollution Control District 2015); (South Coast Air Quality Management District 2016)

4.3.3 Impact Analysis

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

No Impact. The Project would not conflict with or obstruct implementation of the SJVAPCD or SCAQMD air quality plans. No physical change in the environment would result in the implementation of this Project. Water transferred to SGPWA would not require any excess pumping and would not substantially increase any hazards identified in the air quality plan. Therefore, there would be no impact.

b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

No Impact. The Project would not result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard. No physical change in the environment would result from the implementation of this Project. Water transferred to SGPWA would not require any excess pumping and would not substantially increase any hazards identified in the SJVAPCD or SCAQMD air quality plans.

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

No Impact. The Project would not expose sensitive receptors to substantial pollutant concentrations. No physical change in the environment would result from the implementation of this Project. Due to a lack

of construction and additional emissions such as source odors, naturally occurring asbestos, or fugitive dust, there would be no potential to expose any sensitive receptors to hazardous pollutant concentrations. Therefore, there would be no impact.

d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

No Impact. The Project would not result in other emissions adversely affecting a substantial amount of people. No physical change in the environment would result from the implementation of this Project. Due to a lack of construction and additional emissions such as source odors, naturally occurring asbestos, or fugitive dust, there would be no potential to expose any substantial number of people to hazardous emissions. Therefore, there would be no impact.

4.4 BIOLOGICAL RESOURCES

Table 4-7: Biological Resources Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.4.1 Baseline Conditions

Kern, Los Angeles, San Bernardino, and Riverside Counties contain a variety of biological communities and wildlife habitats that contribute to the overall functionality of their ecosystems. The San Joaquin Valley, which contains Kern County, has the San Joaquin Multi-Species Habitat Conservation Plan and Open Space Plan, Los Angeles County has the Oak Woodlands Conservation Management Plan, San Bernardino and Riverside County have the Upper Santa Ana River Wash Habitat Conservation Plan, and Riverside County has the Western Riverside County Multiple Species Habitat Conservation Plan (WR-MSHCP). These plans are developed to conserve and protect habitats in their respective regions.

Various segments of existing canal and other water conveyance facilities are surrounded by fences for safety and exclusion of foreign objects. In addition, it is common for canals to act as a water source for shoreline birds in the area.

4.4.2 Impact Analysis

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No Impact. The Project involves the transfer of water from Ventura to SGPWA through existing facilities. Construction or land alterations are not part of Project activities. SGPWA and Ventura propose a 20-year agreement under which Ventura would transfer to SGPWA up to 10,000 AFY of SWP water annually. Ventura's water allocation would be left within the SWP facilities and transferred to SGPWA for district use as an additional water supply to meet existing demand. Ultimately, the transfer would use existing SWP and SGPWA facilities, and turnouts to receive the water and would not include any new infrastructure, conveyance facilities, construction, or alteration of lands.

The Project would not directly change the land use patterns of the cultivated or fallowed fields within the districts' boundaries. Although Delta smelt, a special status fish species could be found within the participating agencies' service areas near the Sacramento-San Joaquin Delta, implementation of the Project would not change existing conditions, such as stream flows. Because no increased natural stream course or additional surface water pumping would occur, there would be no additional impacts from Project activities. There would be no impact to Delta smelt or any other species identified as candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service.

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

c) Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

b and c) No Impact. Riparian habitats typically occur adjacent to waterways. The Project area contains numerous waterways; however, there would be no new construction or ground disturbance associated with the Project and no proposed change in land uses. The Project would not conflict with the San Joaquin Multi-Species Habitat Conservation Plan and Open Space Plan, the Los Angeles County Oak Woodlands Conservation Management Plan, the San Bernardino and Riverside County Upper Santa Ana River Wash Habitat Conservation Plan, or the Riverside County WR-MSHCP.

Because there would be no new construction or ground disturbance associated with the Project, and stream conditions would remain the same as existing conditions, there would be no impact to riparian habitat or other sensitive natural communities. No construction or earthmoving activities would take place as a part of the Project including the trimming or removal of any vegetation. As such, there would be no impacts to federally protected waters or wetlands.

- d) Would the project Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No Impact. The Project would not involve any grading or expansion of the existing water conveyance facilities. There would be no construction of any buildings or facilities that would impede migratory wildlife. Protection measures such as fish screens can be found prior to the Sacramento-San Joaquin Delta and fencing along the canals already exists for the conveyance facilities being utilized for the Project. There would be no impacts that would interfere with the movement of any wildlife species or the use of native wildlife nursery sites.

- e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. The Project would not involve tree removal, grading or expansion of the existing facilities and would not conflict with any existing or proposed preservation policies or ordinances. The Project proposes to transfer water through existing conveyance facilities. Implementation of the Project would not result in conflicts with local policies or ordinances protecting biological resources. There would be no impact.

- f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. Although there are multiple adopted conservation-related plans (see [Section 4.4.1 Baseline Conditions](#) for said plans) that overlap the participating agencies' service areas, Project activities would not trigger notification or conflict with existing plans and policies as the Project would not involve any construction or ground disturbing activities. There would be no conflicts with any adopted conservation plans. There would be no impact.

4.5 CULTURAL RESOURCES

Table 4-8: Cultural Resources Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.5.1 Baseline Conditions

The prehistoric population of the SGPWA service area includes the Morongo Band of Mission Indians. The Morongo Band of Mission Indians are a mixture of several different small groups of California Indians, including the Serrano, Cahuilla, and Cupeno. The territories occupied by these tribes contain various resources that are protected today. The Morongo Indian Reservation spans more than 35,000 acres located at the foot of the San Geronio and San Jacinto Mountains. The prehistoric populations of Kern, Los Angeles, and San Bernardino counties included the Tachi-Yokuts, the Ventureños, the Gabrieleños, the Fernandinos, the Serranos, the Vanyumes, the Mohaves, and the Chemehuevis. Resources may currently be known, but there is potential for many others to be unknown and undiscovered. Other cultural resources in the area may include buildings and structures, historic landscapes, archaeological sites, artifacts, and documents that collectively represent California's rich and diverse cultural history.

4.5.2 Thresholds

Significant Historical Resources under CEQA Guidelines. In completing an analysis of a project under CEQA, it must first be determined if the project site possesses a historical resource. A site may qualify as a historical resource if it falls within at least one of four categories listed in CEQA Guidelines Section 15064.5(a). The four categories are:

1. A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources (PRC Section 5024.1, Title 14 CCR, Section 4850 et seq.).
2. A resource included in a local register of historical resources, as defined in Section 5020.1(k) of the Public Resources Code or identified as significant in an historical resource survey meeting the requirements of section 5024.1 (g) of the Public Resources Code, shall be presumed to be historically or culturally significant. Public agencies must treat any such resource as significant unless the preponderance of evidence demonstrates that it is not historically or culturally significant.
3. Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be

considered to be an historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing on the California Register of Historical Resources (PRC SS5024.1, Title 14 CCR, Section 4852) including the following:

- a) Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
 - b) Is associated with the lives of persons important in our past;
 - c) Embodies the distinctive characteristics of a type, period, region, or method of construction; represents the work of an important creative individual; or possesses high artistic values; or
 - d) Has yielded, or may be likely to yield, information important in prehistory or history.
4. The fact that a resource is not listed in, or determined to be eligible for listing in the California Register of Historical Resources, not included in a local register of historical resources (pursuant to section 5020.1(k) of the PRC), or identified in an historical resources survey (meeting the criteria in section 5024.1(g) of the PRC) does not preclude a lead agency from determining that the resource may be an historical resource as defined in Pub. Resources Code sections 5020.1(j) or 5024.1.

A lead agency must consider a resource that has been listed in, or determined to be eligible for listing in the California Register (Category 1) as a historical resource for CEQA purposes. In general, a resource that meets any of the other three criteria listed in CEQA Guidelines Section 15064.5(a) is also considered to be a historical resource unless "the preponderance of evidence demonstrates" that the resource is not historically or culturally significant.

4.5.3 Impact Analysis

- a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?
- b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?
- c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

a-c) No Impact. The Project would not require nor induce any new surface disturbing activities such as construction or any other earthmoving activities. Although some of the existing conveyance facilities used for the water transfer may be considered a historical resource, its historic use would continue to be used with the same purpose and no alterations would be required as part of the Project. Therefore, substantial adverse changes in the significance of historical or archeological resources as defined in CEQA Guidelines in Section 15064.5 would not occur as a result of the Project. Additionally, the Project would have no impact on the disturbance of any human remains. As such, there would be no impact to cultural resources.

4.6 ENERGY

Table 4-9: Energy Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.6.1 Baseline Conditions

Southern California Gas (SoCalGas) and Southern California Edison Company (SCE) are the predominant providers of natural gas and electricity to the Project areas. SCE obtains its power through hydroelectric, natural gas, and eligible renewable sources. Energy associated with the Project is used for the operation of automated gates, screens, various pumps to move water, treatment plants, and office buildings.

4.6.2 Impact Analysis

a) Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than Significant Impact. As a result of the Project, there would be a net increase in energy consumption of 2.4 GWh per year, assuming actual deliveries of 3,000 AFY per year.¹³ The DWR's CAP states that individual projects that add 15 GWh per year of additional load could negatively affect DWR's ability to achieve GHG emission reduction goals. As the Project does not add 15GWh per year of additional load, it can be determined that the Project would not result in a significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources. The additional water would require increased energy for pumping purposes, but the increase would not be significant. Impacts would be less than significant.

b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

No Impact. The movement of water through SWP facilities, which currently takes place, would continue to be consistent with state and local plans regulating renewable energy and energy efficiency. Implementation of the Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. There would be no impact.

¹³ This is based on the calculated average of SWP allocations between 2015 and 2022. Over this span, the average annual allocation was set at 30%.

4.7 GEOLOGY AND SOILS

Table 4-10: Geology and Soils Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii. Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv. Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994) creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.7.1 Baseline Conditions

Geology and Soils

The Project is located in portions of Kern, Los Angeles, Riverside, and San Bernardino Counties. Part of the Project is south of the San Bernardino Mountains, within the San Jacinto Mountains of the Peninsular Ranges geomorphic province of California. The region surrounding the City is a geologically complex area, in part due to movement along faults such as the San Andreas Fault, Banning Fault, and San Gorgonio

Fault.¹⁴ The Project is also located in proximity to the Transverse Ranges in Los Angeles County, and the Southern Coast and Sierra Nevada Ranges in Kern County.

Faults and Seismicity

The greatest potential for seismic activity in the Project area is posed by the San Andreas Fault. The San Andreas Fault marks the junction between the North American and Pacific Plates. The fault is 1300 km long, extends to at least 25 km in depth, and has a northwest-southeast trend. It is classified as a right lateral (dextral) strike-slip fault. Other faults in the region are the San Jacinto Fault, the Banning Fault, the San Gorgonio Pass Fault, the Cherry Valley Fault, and the Beaumont Plain Fault.

Liquefaction

Liquefaction takes place when loosely packed, water-logged sediments at or near the ground surface lose their strength in response to strong ground shaking. Liquefaction occurring beneath buildings and other structures can cause major damage during earthquakes. According to the California Department of Conservation's Earthquake Zones of Required Investigation map, no portions of the Project are located in areas susceptible to liquefaction.¹⁵

Land Subsidence

Subsidence occurs when a large land area settles due to over-saturation or extensive withdrawal of ground water, oil, or natural gas. These areas are typically composed of open-textured soils, high in silt or clay content, which become saturated. There are various locations throughout the span of the Project, specifically in Kern County, which are affected by land subsidence.¹⁶

4.7.2 Impact Analysis

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

- i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.
- ii. Strong seismic ground shaking
- iii. Seismic-related ground failure, including liquefaction?
- iv. Landslides?

a-i - a-iv) No Impact. The Project would not require any construction or alterations to existing facilities/structures. Therefore, there would be no direct or indirect effects resulting in loss, injury, or death as a result of the Project. There would be no impact.

b) Would the project result in substantial soil erosion or the loss of topsoil?

¹⁴ (Albert A. Webb Associates 2020)

¹⁵ (California Department of Conservation 2021)

¹⁶ (United States Geological Survey Science Explorer 2020)

- c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?
- d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?
- e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

b-e) No Impact. The Project would not involve new construction or any ground disturbing activities and is limited to the operation of existing conveyance facilities. Therefore, the Project would have no impacts related to soil erosion, geologic hazards, or soil stability.

- f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geological feature?

No Impact. The Project would not involve any new construction or ground disturbance; therefore, there would not be potential to uncover any historical, paleontological, or cultural resources. There would be no impact.

4.8 GREENHOUSE GAS EMISSIONS

Table 4-11: Greenhouse Gas Emissions Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.8.1 Baseline Conditions

Greenhouse Gases

GHGs are gases that absorb and emit radiation within the thermal infrared range, trapping heat in the earth’s atmosphere. There are no “attainment” concentration standards established by the Federal or State government for greenhouse gases. In fact, GHGs are not generally thought of as traditional air pollutants because greenhouse gases, and their impacts, are global in nature, while air pollutants affect the health of people and other living things at ground level in the general region of their release to the atmosphere. Some GHGs naturally and are emitted into the atmosphere through both natural processes and human activities. Other GHGs are created and emitted solely through human activities. The principal greenhouse gases that enter the atmosphere because of human activities are carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), and fluorinated carbons.

DWR’s Climate Action Plan Phase 1: Greenhouse Gas Emissions Reduction Plan

In 1990, DWR GHG emissions were nearly 3.5 million metric tons, which is roughly equivalent to the number of emissions produced by 700,000 passenger cars. Typically, most of DWR’s emissions are associated with energy purchased to move water through the SWP, which DWR owns, operates, and maintains. The DWR Climate Action Plan Phase 1: Greenhouse Gas Emissions Reduction Plan (GGERP)¹⁷ covers, among other components, operation of the SWP, which involves GHG emissions associated with the electricity that is used to operate the SWP. GHG emissions are generated by the SGPWA as a result of using pumps to move water throughout the existing conveyance facilities. For the past four years, SGPWA has been receiving Ventura’s SWP allocations via one year water transfer agreements.

4.8.2 Impact Analysis

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

¹⁷ The GGERP can be found here: [Climate Action Plan Phase 1: Greenhouse Gas Emissions Reduction Plan Update 2020 \(ca.gov\)](https://www.ca.gov).

b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

a and b) No Impact. The Project will use SWP facilities to convey the transferred SWP water. The energy associated with the operation of these facilities will likely result in the emission of GHGs. In 2012, DWR developed the GGERP as the first phase of its Climate Action Plan to guide decision making related to DWR's energy use and GHG emissions. The primary purpose of the GGERP is to monitor and develop measures to reduce GHG emissions related to DWR's activities including operation of the SWP, typical construction, maintenance, and general business practices. DWR also adopted the Initial Study/Negative Declaration prepared for the GGERP in accordance with the CEQA Guidelines review and public process. In 2020, after preparing an Addendum to the 2012 Initial Study/Negative Declaration, DWR approved Update 2020 to the GGERP to update its strategies for further GHG reductions consistent with the latest legislative and regulatory goals and policies.

Consistent with CEQA Guidelines section 15183.5, DWR's GGERP can be used to streamline cumulative GHG impacts analyses in later project-specific environmental documents. As part of the analysis provided in the GGERP, DWR has fully described and analyzed the potential for GHG emissions from operations associated with water transfers and other water wheeling activities using SWP facilities and has committed to overall near-term and long-term GHG emissions reductions that will ensure that no significant environmental impact will occur as a result of such emissions. Based on the analysis provided in the DWR GGERP, GHG emissions associated with the movement of water through the SWP will not constitute a cumulatively considerable contribution to atmospheric levels of GHG emissions and are therefore less than significant.

4.9 HAZARDS AND HAZARDOUS MATERIALS

Table 4-12 Hazards and Hazardous Materials Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.9.1 Baseline Conditions

Hazardous Materials

There are a number of federal and State databases that provide information regarding facilities or sites identified as meeting the Cortese List requirements. These databases provide the past and present businesses that have had or are currently experiencing a hazardous material release within the Counties. These include Comprehensive Environmental Response, Compensation and Liability Information System, GeoTracker, EnviroStor, the Toxic Release Inventory, and the List of Active Cease and Desist Orders and Cleanup and Abatement Orders. According to GeoTracker and EnviroStor, there are many facilities and/or

sites throughout Kern, Los Angeles, Riverside, and San Bernardino Counties that have been identified as meeting the Cortese List requirements.¹⁸

Airports

There are several airports throughout Kern, Los Angeles, Riverside, and San Bernardino Counties.

- Kern County: There are 27 airports in Kern County, California.¹⁹
- Los Angeles: There are 49 airports in Los Angeles County, California.²⁰
- Riverside: There are 16 airports in Riverside County, California.²¹
- San Bernardino: There are 34 airports in Kern County, California.²²

Emergency Response Plans

Kern, Los Angeles, Riverside, and San Bernardino Counties all have Emergency Response and/or Emergency Operations and/or Emergency Preparedness Plans. Said plans outline standard localized protocol in the instance of an emergency.

Sensitive Receptors

Sensitive receptors are people or other organisms that may have a significantly increased sensitivity or exposure to contaminants by virtue of their age and health (e.g., schools, day care centers, hospitals, nursing homes), status (e.g., sensitive or endangered species), proximity to the contamination, dwelling construction (e.g., basement), or the facilities they use (e.g., water supply well). The location of sensitive receptors must be identified in order to evaluate the potential impact of the contamination on public health and the environment. Due to the Project's large area coverage, it can be assumed that various sensitive receptors exist in the Project's vicinity.

4.9.2 Impact Analysis

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

No Impact. The Project would not involve the transport, use or disposal of hazardous materials. As such, there would be no impact to the public or the environment.

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

No Impact. The Project would not create a significant hazard to the public or the environment as the Project would not discharge hazardous materials into the environment. As such, there would be no impact to the environment.

¹⁸ (State of California 2020); (California Department of Toxic Substances Control 2020)

¹⁹ (County Office 2022)

²⁰ (County Office 2022)

²¹ (County Office 2022)

²² (County Office 2022)

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No Impact. The Project would not include activities that would emit hazardous emissions or handle hazardous materials or substances. As such, there would be no impact of hazardous emissions, materials, or substances, to any schools along the existing Project path.

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. As the Project would not include any construction or placement of habitable structures, there is nothing applicable to any hazardous materials with the Project. Therefore, there would be no impact to the public or the environment.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

No Impact. No new construction or alterations of the existing facilities are planned as part of the Project. Therefore, the Project area would not result in a safety hazard or excessive noise for people residing or working in the Project area related to public airport activities. There would be no impact from safety hazards to people residing or working in the area.

f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact. The Project would utilize existing conveyance facilities and involves no construction activities. It would not interfere with the emergency response and evacuation procedures outlined in any of the surrounding cities or counties. There would be no impact.

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No Impact. The Project consists of moving water within existing conveyance facilities. No construction would occur. As such, the Project would not directly or indirectly expose people or structures, to wildland fire risks.

4.10 HYDROLOGY AND WATER QUALITY

Table 4-13: Hydrology and Water Quality Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. result in substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv. impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.10.1 Baseline Conditions

Like most of California, the San Joaquin Valley experiences a Mediterranean climate. Warm, dry summers are followed by cool, moist winters. Summer temperatures often reach above 90 degrees Fahrenheit, and the humidity is generally low. Winter temperatures are often below 60 degrees Fahrenheit during the day and rarely exceed 70 degrees. On average, the San Joaquin Valley receive approximately 12-15 inches of precipitation in the form of rainfall yearly, most of which occurs between October and March.

Los Angeles County has a milder climate with an average summer high of 84 degrees Fahrenheit and an average winter low of 46 degrees Fahrenheit. The County receives about 16 inches of rain per year and has approximately 283 sunny days.

Riverside County experiences a semi-arid climate with hot, dry summers and mild, relatively wet winters. Summer temperatures break 90 degrees Fahrenheit and winter averages 55 degrees Fahrenheit. The County receives about 9 inches of rain annually.

San Bernardino County experiences hot and arid summers and the winters are cool. Over the course of the year, the temperature typically varies from 42°F to 96°F and is rarely below 35 degrees Fahrenheit or above 104 degrees Fahrenheit. The County receives about 13 inches of rain annually.

The SWP is a water storage and delivery system of reservoirs, aqueducts, power plants and pumping plants extending more than 700 miles—two-thirds the length of California. Planned, constructed, and operated by the DWR, the SWP is the nation’s largest state-built, multi-purpose, user-financed water project. It supplies water to more than 27 million people in northern California, the Bay Area, the San Joaquin Valley, the Central Coast and southern California. SWP water also irrigates about 750,000 acres of farmland, mainly in the San Joaquin Valley.

The primary purpose of the SWP is water supply. SWP was designed to deliver nearly 4.2 million acre-feet of water per year, although the current reliability annually averages about 2.1 million AF. Water is received by 29 long-term SWP Contractors, including VCWPD and SGPWA, who distribute it to farms, homes, and industry. Water supply depends on rainfall, snowpack, runoff, water in storage facilities, and pumping capacity from the Sacramento-San Joaquin Delta, as well as operational constraints for fish and wildlife protection, water quality, and environmental and legal restrictions.

The Sustainable Groundwater Management Act (SGMA) was enacted in 2014 to provide for the management of groundwater resources in California, particularly in groundwater basins that are adjudicated. Under SGMA, new local agencies, known as Groundwater Sustainability Agencies (GSAs), were given authority to regulate groundwater subject to stakeholder input. GSAs are mandated to develop a Groundwater Sustainability Plan (GSP) for approval by the DWR.

The goals of SGMA are to:

- Develop regulations to revise groundwater basin boundaries;
- Adopt regulations for evaluating and implementing GSPs;
- Identify basins subject to critical conditions and overdraft;
- Identify water available for groundwater replenishment; and
- Publish best management practices for the sustainable management of groundwater.

Groundwater users are required to report their water use, which may be unwelcomed by some water users. A balancing act is at play between data collection, groundwater management and the burden of providing data to local and state governments.

SGPWA is a part of four GSAs: The San Timoteo Subbasin GSA, the Yucaipa Basin GSA, the San Gorgonio Pass Subbasin GSA, the Verbenia GSA, and the Desert Water GSA. The Yucaipa Basin GSA prepared its own GSP. The San Gorgonio Pass Subbasin GSA, Verbenia GSA, and the Desert Water Agency GSA jointly prepared a GSP.

Ventura is a part of two GSAs. The Fox Canyon Groundwater Management Agency (FCGMA), which is the GSA for the Oxnard Plain Groundwater Basin and the Mound Basin Groundwater GSA (MBGSA). They each have developed their own GSP.

4.10.2 Impact Analysis

a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

No Impact. The Project consists of moving water through existing conveyance facilities and would not involve any new construction, earthmoving activities or change in land use. The Project would not include the transfer of any groundwater. Although groundwater would not be transferred, SGPWA would recharge the transferred Table A water within its service area which is located in Riverside County and a small portion of San Bernardino County, as they currently do with their existing contracted Table A Water. Table A water is monitored for its water quality, maintaining regulatory standards.²³ Therefore, the Project would not violate any water or groundwater quality standards, nor would it impact waste discharge requirements. As such, there would be no impact.

b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

No Impact. The City of Ventura does not currently have the capability to receive its SWP allocation, so transferring it to SGPWA would not decrease groundwater supplies or interfere with groundwater recharge such that the project may impede sustainable groundwater management of the basin. Once the City of Ventura has the capability to receive SWP water, it would receive the first 2,000 AF and continue to transfer the remaining 8,000 AF to SGPWA. The City of Ventura's UWMP assumes that groundwater supplies will be equal or less than the allocations from the Groundwater Sustainability Plans for the three groundwater basins it extracts from and assumes that it will not receive more than 2,000 AF of SWP water in a given year. The UWMP concluded that the City of Ventura's demands will not exceed its supplies (even in a multi-year drought) through the planning period of 2045. There would be no impact.

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

- i. result in substantial erosion or siltation on- or off-site;
- ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;
- iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or
- iv. impede or redirect flood flows?

c-i – civ) No Impact. Grading or construction activities would not be part of the Project. Therefore, drainage patterns would not be altered and there would be no surface runoff adding sources of pollutants or impediments of water flows as a result of transferring water through existing waterways. As such, there would be no impact.

d) Would the project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundations?

No Impact. The Project would use existing conveyance facilities and no new construction would occur. As such, there would be no impacts due to flood hazards, tsunamis or seiche zones.

²³ (California Department of Water Resources 2022)

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

No Impact. The Project would assist with water delivery during drought years to help with reducing the need for excessive groundwater reliance in the SGPWA service area. As mentioned above in impact statement “b”, Ventura does not currently have the capability to receive its SWP allocation and SGPWA would utilize the transferred water to recharge the underlying basin. Once the City of Ventura has the capability to receive SWP water, it will receive the first 2,000 AF. As such, the Project would not conflict with or obstruct implementation of any water quality control plan or sustainable groundwater management plans, and there would be no impacts.

4.11 LAND USE AND PLANNING

Table 4-14: Land Use and Planning Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.11.1 Baseline Conditions

The Project spans four counties: Kern County, Los Angeles County, Riverside County, and San Bernardino County. Each county has its own General Plan, which serves as a blueprint for the future, prescribing policy goals and objectives to shape and guide the physical development of the county. In the State of California, all counties (including cities) are required to develop a General Plan. A General Plan is a comprehensive policy document that informs future land use decisions.

4.11.2 Impact Analysis

a) Would the project physically divide an established community?

b) Would the project cause a significant environmental conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

a and b) No Impact. The Project would utilize existing conveyance facilities and would not include new construction. The Project would be in conformance with all land use policies and general plans. There would be no impact.

4.12 MINERAL RESOURCES

Table 4-15: Mineral Resources Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.12.1 Baseline Conditions

There are multiple mining and mineral extraction facilities and mining claims in Kern, Los Angeles, Riverside, and San Bernardino Counties. The California Department of Conservation Division of Mine Reclamation compiles data on the current status of mines and the commodities produced. The California Geological Survey produces Mineral Land Classification studies that identify areas with potentially important mineral resources that should be considered in local and regional planning.

4.12.2 Impact Analysis

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The Project would not result in significant impacts associated with the loss of availability of a known mineral resource that would be of value to the region and the residents of the state, considering there would be no construction or earthmoving activities associated with implementation. There would be no impact.

b) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. The Project is intended to use existing conveyance facilities to transport water. It would not alter any existing land uses. Therefore, the Project would not result in the loss of availability of a locally important mineral resource recovery site. There would be no impact.

4.13 NOISE

Table 4-16: Noise Impacts

Would the project result in:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Generation of excessive ground borne vibration or ground borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.13.1 Baseline Conditions

Ambient noise levels in Kern, Los Angeles, Riverside, and San Bernardino Counties vary widely and primarily come from noise generators such as major roads, airports, and rail lines. Along the canals, the sound of the movement of water and pumping equipment are sources of noise. These noise levels are at its peak during times of full SWP allocation.

4.13.2 Impact Analysis

a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

No Impact. The Project would not result in generation of a temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance or any other applicable standards. No physical change in the environment would result from the implementation of this Project. Without ground disturbance or construction, there would be no potential for the Project to generate excessive levels of noise. Therefore, there would be no impact.

b) Would the project result in generation of excessive ground borne vibration or ground borne noise levels?

No Impact. The Project would not result in generation of excessive ground borne vibration or ground borne noise levels. No physical change in the environment would result from the implementation of this Project. Without ground disturbance or construction, there would be no potential for the Project to generate vibration or noise. Therefore, there would be no impact.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. The Project would use existing conveyance facilities and would not involve the construction of new structures where people would reside or work. There would be no impact.

4.14 POPULATION AND HOUSING

Table 4-17: Population and Housing Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.14.1 Baseline Conditions

The Project spans Kern, Los Angeles, Riverside and San Bernardino Counties. According to the United States Census Bureau, as of July 2021, Kern County, Los Angeles County, Riverside County and San Bernardino County have an estimated population of 917,673, 9,829,544, 2,458,395, and 2,194,710, respectively.²⁴

4.14.2 Impact Analysis

a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

No Impact. The Project would utilize existing conveyance facilities and would not propose any new construction or earthmoving activities. The Project would provide a flexible supplemental water supply to help SGPWA meet long-term reliability goals when coupled with other existing and planned future water supplies, while also offsetting Ventura’s SWP costs.

The water proposed to be transferred to SGPWA will contribute to its robust water supply portfolio that is designed to increase regional self-reliance and reduce reliance on the Delta.²⁵ As described in SGPWA’s 2020 UWMP, the County of Riverside’s regional growth and economic trends project the population within the SGPWA’s service area will continue to expand, requiring SGPWA to diligently secure reliable water supplies that can flexibly meet long-term water demand forecasts.

The proposed transfer provides one flexible source to help improve reliability when its other water sources designed to meet long-term growth needs are constrained from time-to-time. The SGPWA’s 2020 UWMP describes the portfolio of these existing and planned future water supplies, their

²⁴ (United States Census Bureau 2021); (United States Census Bureau 2021); (United States Census Bureau 2021); (United States Census Bureau 2021)

²⁵ SGPWA and the retail water suppliers are actively increasing regional self-reliance consistent with Delta Plan Policy WR P1 – Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance as detailed in SGPWA’s 2020 UWMP.

management, and regional efforts to reduce per-capita demand.²⁶ The supply portfolio described in the 2020 UWMP provides the supporting resources to meet the projected growth.

The proposed transfer adds one more source to further enhance flexibility to help SGPWA achieve its reliability objectives and does not add to growth already anticipated and addressed by SGPWA. There would be no impact.

Furthermore, current per-capita water use rates have been significantly decreasing through combined water conservation efforts of both the SGPWA and local retail water suppliers. These decreases are anticipated to continue into the future, with the forecast future population requiring less water than absent such conservation actions. These decreases in per-capita water use are detailed in Appendix A of SGPWA's 2020 UWMP and are a critical component of SGPWA's efforts to reduce Delta reliance. There would be no impact.

b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. The Project involves the transfer of water between Ventura and SGPWA. The water conveyance facilities that would be utilized to initiate the transfer is an existing active system. The water transferred would improve the reliability of supplies for benefit of the current population. Project elements would not involve the displacement of housing or people, and no new housing would be constructed as part of the Project. There would be no impact.

²⁶ See SGPWA's 2020 UWMP at https://wuedata.water.ca.gov/uwmp_plans.asp?cmd=2020

4.15 PUBLIC SERVICES

Table 4-18: Public Services

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.15.1 Baseline Conditions

Kern County, Los Angeles County, Riverside County, San Bernardino County, and the incorporated cities within SGPWA’s service area maintain public services for their respective jurisdictions and provide fire and police protection, as well as schools, parks and other public facilities and services.

4.15.2 Impact Analysis

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- i. Fire Protection:
- ii. Police Protection:
- iii. Schools:
- iv. Parks:
- v. Other public facilities:

No Impact. The Project would not include any activities that would increase demand for public services. The primary purpose of the Project is to transfer water to SGPWA so that they can meet their existing demand, while offsetting Ventura’s SWP costs. The Project would utilize existing conveyance facilities to transfer the water. There would be no impact.

4.16 RECREATION

Table 4-19: Recreation Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.16.1 Baseline Conditions

Kern, Los Angeles, Riverside, San Bernardino Counties offer a variety of recreational opportunities through their associated Parks and Recreation Departments and nearby State and federal lands. There may be recreational areas for the public to utilize near the Project such as parks, reservoirs, campsites and hiking trails.

4.16.2 Impact Analysis

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

No Impact. The Project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that any physical deterioration of the facility would occur or be accelerated. No physical change in the environment would result from this Project. The Project would not result in either an influx of population (e.g., by creation of housing or creation of jobs) or relocation of persons from elsewhere into the Project area. As such, there would be no impact.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

No Impact. The Project would not include recreational facilities. As the Project would not result in direct or indirect population growth, the construction of new, or the expansion of existing recreational facilities, would not be necessary. There would be no impact.

4.17 TRANSPORTATION

Table 4-20: Transportation Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)??	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.17.1 Baseline Conditions

Like other California counties, the primary form of transportation in Kern, Los Angeles, Riverside, and San Bernardino Counties is through vehicular travel. All counties are served by a large network of highways, expressways, and freeways. Each county also has public transportation, pedestrian and bicycle lanes, and trails.

4.17.2 Impact Analysis

a) Would the project conflict with a plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?

No Impact. There would be no population growth associated with the Project, nor would implementation of the Project result in an increase of traffic volume or use of transit, bicycle, or pedestrian facilities in the Project area. There would be no effects regarding vehicle miles traveled or any other items listed under CEQA Guidelines section 15064.3 subdivision (b). Therefore, implementation of the Project would not increase vehicle miles traveled in the Project area or conflict with a plan, ordinance, or policy that pertains to the circulation system. There would be no impact.

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact. No roadway design features are associated with this Project and there would be no change in the existing land use that could result in an incompatible use. There would be no impact.

d) Would the project result in inadequate emergency access?

No Impact. No roads would be modified as a result of this Project. Therefore, there would be no impact to any emergency access.

4.18 TRIBAL CULTURAL RESOURCES

Table 4-21: Tribal Cultural Resources Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.18.1 Baseline Conditions

The prehistoric population of the SGPWA service area includes the Morongo Band of Mission Indians. The Morongo Band of Mission Indians are a mixture of several different small groups of California Indians, including the Serrano, Cahuilla, and Cupeno. The territories occupied by these tribes contain various resources that are protected today. The Morongo Indian Reservation spans more than 35,000 acres located at the foot of the San Geronio and San Jacinto Mountains. The prehistoric populations of Kern, Los Angeles, and San Bernardino counties included the Tachi-Yokuts, the Ventureños, the Gabrieleños, the Fernandinos, the Serranos, the Vanyumes, the Mohaves, and the Chemehuevis. Resources may currently be known, but there is potential for many others to be unknown and undiscovered.

Native American Outreach

Written correspondence was sent to the Morongo Band of Mission Indians via certified mail on August 1, 2022. The Tribe was sent a description of Project activities as well as a map of the conveyance area between SGPWA and Ventura via the SWP. SGPWA has not received written correspondence from any tribe pursuant to PRC 21080.3.1 AB 52 requesting notification of the proposed Project.

4.18.2 Applicable Regulations

Federal

There are no federal regulations, plans, programs, or guidelines associated with tribal cultural resources that are applicable to the Project.

State

Assembly Bill 52

The Project is subject to Native American consultation pursuant to California PRC Section 21080.3 (AB 52). Under AB 52, the lead agency, within 14 days of determining that an application is complete, must notify any Native American Tribe that has previously requested such notification about the Project and inquire whether the Tribe wishes to initiate formal consultation. Tribes have 30 days from receipt of notification to request formal consultation. The lead agency then has 30 days to initiate the consultation, which then continues until the parties come to an agreement regarding necessary mitigation or agree that no mitigation is needed, or one or both parties determine that negotiation occurred in good faith, but no agreement will be made.

Per the statute, tribal consultation is required only with those tribes that formally request consultation in writing.

AB 52 creates a new category of resources called tribal cultural resources. PRC Section 21074(a) defines tribal cultural resources as:

“Sites, features, places, cultural landscapes (geographically defined in terms of the size and scope), sacred places, and objects with cultural value to a California Native American tribe that are either of the following:

- a) Included or determined to be eligible for inclusion in the California Register of Historical Resources; and/or
- b) Included in a local register of historical resources as defined in subdivision (k) of Section 5020.1; and/or
- c) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.”

Because criteria a) and b) also meet the definition of a historical resource under CEQA, a tribal cultural resource may also require additional consideration as a historical resource. Tribal cultural resources may or may not exhibit archaeological, cultural, or physical indicators.

PRC Section 21073 defines California Native American tribes as “a Native American tribe located in California that is on the contact list maintained by the NAHC for the purposes of Chapter 905 of the Statutes of 2004.” This includes federally and non-federally recognized tribes.

4.18.3 Impact Assessment

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that

is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- i. Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or

No Impact. SGPWA has not received any letters from a California Native American tribe pursuant to PRC Section 21080.3.1 (AB 52) requesting notification of the proposed Project.

Additionally, the Morongo Band of Mission Indians was sent written correspondence via certified mail, notifying them of the water transfer action. They were also provided with a map of the SWP conveyance system that would be utilized for the transfer and were invited to consult on the Project. SGPWA has not received correspondence from the Morongo Tribe.

No construction, vegetation removal, or alteration of existing landmarks or buildings would occur as a result of the Project. There would be no impact.

- ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

No Impact. As stated above, there would be no ground disturbance or construction activities that would have the potential to disturb any tribal cultural resources. As such, there would be no impact to tribal cultural resources.

4.19 UTILITIES AND SERVICE SYSTEMS

Table 4-22: Utilities and Service Systems Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.19.1 Baseline Conditions

The SGPWA is a water retailer that provides water supplies to agencies within its service area such as Calimesa, Beaumont, Banning, and Cabazon. Ventura provides water and wastewater services for municipal uses to residents within its jurisdiction. SoCalGas is the predominant provider of natural gas to the Project area and SCE is the predominant provider of electricity.

Each county provides other utility services to their respective regions such as wastewater and solid waste management.

4.19.2 Impact Analysis

a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

No Impact. The Project would not involve the relocation or construction of any new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities. Conveyance of the water would occur through existing conveyance facilities. There would be no impact.

- b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

No Impact. No new or expanded water entitlements or construction would be required for the Project. Water transferred as part of the Project would be SWP Table A water that has been contractually allocated to VCWPD, on behalf of Ventura. This water would then be transferred to SGPWA as part of the Project. Ventura's current water supply, without SWP water, is sufficient to meet local demands. Once the Interconnection Project is built and Ventura does have a physical connection to SWP facilities, Ventura's water supply will be augmented, providing an even more reliable source. There would be no impact.

- c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

No Impact. The Project would not generate additional wastewater. There would be no impact.

- d) Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

- e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

d and e) No Impact. The Project would not generate solid waste. Therefore, there would be no impact.

4.20 WILDFIRE

Table 4-23: Wildfire Impacts

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrollable spread of wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.20.1 Baseline Conditions

The Project spans four counties: Kern, Los Angeles, Riverside and San Bernardino Counties. Wildfire is a perennial and growing threat throughout California. Years of fire suppression strategy have resulted in high fuel loads, creating conditions for more destructive wildfires. Each County maintains their own wildfire protection plan and wildfire preparedness protocol. Each plan can be found by accessing the individual county's website.

4.20.2 Impact Analysis

- a) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?
- b) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?
- c) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

d) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

a-d) No Impact. Water would be transferred through existing conveyance facilities as a result of the Project. The Project would not involve construction or other activities that would create a potential fire hazard. Therefore, there would be no impacts.

4.21 CEQA MANDATORY FINDINGS OF SIGNIFICANCE

Table 4-24: CEQA Mandatory Findings of Significance

Does the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.21.1 Statement of Findings

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

No Impact. The analysis conducted in this IS concludes that implementation of the Project would not have a significant impact on the environment. As evaluated in [Section 4.4 Biological Resources](#), there would be no significant impacts to Biological Resources as a result of the Project. Therefore, the Project would not substantially degrade the quality of the environment; substantially reduce the habitat of a fish or wildlife species; cause a fish or wildlife population to drop below self-sustaining levels; threaten to eliminate a plant or animal community; or reduce the number or restrict the range of an endangered, rare, or threatened species. Additionally, as evaluated in [Section 4.5 Cultural Resources](#), the Project would not impact resources of the major periods of California history or prehistory.

b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

No Impact. The assessment of potential cumulative impacts associated with the Project considers reasonably foreseeable future increased water use by water rights holders, the SWP, and system-wide operations. Cumulative impacts also include the projected water use by agencies holding contracts for water supplies from the SWP system. The water transfer is a long-term agreement between Ventura and SGPWA to provide appropriate future water supplies within SGPWA's district boundaries. As previously discussed in **Chapter 2 Project Description**, the Districts' past beneficial use and determined future water supplies were discussed, providing that the water transfer has mutual benefits. Additionally, the transfer would divert, store, and convey water consistent with applicable regulations and contractual requirements. Water transfers can provide benefits by increasing beneficial use of existing supplies, additional flexibility in drought conditions, reduction of capacity and operation costs, and can better match waters of different quality with different water demands. Water transfers routinely occur throughout the State, utilizing existing water conveyance facilities, and without causing any ground disturbing activities. These districts often enter into multiple water transfer contracts. Ventura and SGPWA have previously engaged in short term transfers of SWP water supplies for the last four years in an effort to buffer against the variability of year-to-year allocations.

The Project would result in the transfer of up to 10,000 AFY of Ventura's annual Table A allocation to SGPWA in amounts that would vary based on existing SWP operational limitations of hydrology and regulatory compliance. The water proposed to be transferred to SGPWA would assist the SGPWA's goal by balancing and adding resilience to the Agency's portfolio, and to help manage groundwater resources. Implementation of the Project would not include the construction of any new facilities, modification of existing facilities or any water supply conveyance or treatment facilities in Ventura or SGPWA's service areas, thereby not creating impacts upon surface water, vegetation, and biological resources. The Project would not result in changes to the overall operations of the SWP, Ventura, or SGPWA. There would be no impact.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

No Impact. The City of Ventura does not currently have the capability to receive its SWP allocation, so transferring it to SGPWA would not cause substantial adverse effects on human beings, either directly or indirectly. Once the City of Ventura has the capability to receive SWP water, it would receive the first 2,000 AF. Transferring the remainder of the annual allocation to SGPWA would not cause substantial adverse effects on human beings, either directly or indirectly. The City of Ventura's UWMP assumes that it will not receive more than 2,000 AF of SWP water in a given year. The UWMP concluded that the City of Ventura's demands will not exceed its supplies (even in a multi-year drought) through the planning period of 2045. Additionally, the Project does not include any construction or earthmoving activities that could result in a substantial effect on human beings, either directly or indirectly. There would be no impact.

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AGREEMENT FOR TRANSFER OF STATE WATER PROJECT WATER
(City of San Buenaventura, Table A Water)

This Agreement for Transfer of State Water Project Water (“**Agreement**”) is made and entered into as of April 26, 2022 (“**Effective Date**”), by and between the City of San Buenaventura, a California Charter Law Municipal Corporation (“**Ventura**”), and San Geronimo Pass Water Agency, a California special district formed under the Water Code Uncodified Acts, Act 1100 (“**SGPWA**”). Ventura and SGPWA are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. SGPWA receives its water supply from various sources, and is a State Water Project (“**SWP**”) Contractor, with rights to seventeen thousand three hundred (17,300) acre-feet of Table A SWP water under a Water Supply Contract with the California Department of Water Resources (“**DWR**”). SGPWA’s current Water Supply Contract with DWR expires December 31, 2037.

B. Ventura holds rights to ten thousand (10,000) acre-feet (“**Table A Water**”) pursuant to an agreement with Casitas Municipal Water District (“**Casitas**”), of a total of twenty thousand (20,000) acre-feet of Table A SWP water held by Casitas. The 20,000 acre feet of Table A SWP water were initially held by the Ventura County Watershed Protection District (“**VCWPD**”) under a Water Supply Contract with the DWR, later assigned to Casitas for all authorities and responsibilities (*see Exhibits A and B* hereto). Rights to the balance of the 20,000 acre feet is split equally between Casitas and United Water Conservation District (“**United**”), both located within Ventura County. VCWPD’s current Water Supply Contract with DWR expires December 31, 2038.

C. In early 2021, DWR began implementing the Water Management Amendment to SWP Water Supply Contracts, which amendment allows for the long-term transfer or exchange of Table A supplies under certain conditions (*see Exhibit C* hereto).

D. Ventura does not have a physical connection to the SWP to receive its Table A Water allocation; local demand within its service area has historically been met through other sources of water supply. However, Ventura is in the process of exploring options to receive all or a portion of its Table A Water through construction of a physical interconnection (“**Interconnection Project**”) in order to enhance current and future local water supply reliability.

E. In each of the years 2018, 2019, 2020 and 2021, Ventura and SGPWA entered into short-term, one-year agreements for the transfer and/or exchange of Ventura’s Table A Water (“**Prior Agreements**”). Of those Prior Agreements, some provided for a water exchange, and have an Outstanding Exchange Obligation (“**OEO**”) balance of 1,400, 675, and 500 acre feet of water that SGPWA is obligated to return to Ventura by 2028, 2029, and 2030, respectively.

F. The Prior Agreements also contained an express intent of the Parties to negotiate a separate long-term exchange or transfer of Table A Water in the future, when DWR implements amendments to the Water Supply Contracts such as Amendment No. 14, that permit

such long-term transfers or exchanges. A multi-year transfer of the Table A Water would help Ventura offset a portion of its SWP water costs, and SGPWA augment its water supply to meet current and future water demand.

G. The Parties now wish to enter into this long-term Agreement and to work collaboratively throughout the term thereof to provide a mutual benefit, leveraging each other's respective assets to facilitate long-term water supply and financial security.

H. The Parties further wish to work cooperatively with DWR to extend the deadline for: (i) each of the Water Supply Contracts between SGPWA, VCWPD and DWR; and (ii) SGPWA's obligation to return the OEO water (2,575 acre feet in total) to Ventura, to December 31, 2042, to accommodate the contemplated length of term of this Agreement.

AGREEMENT TERMS

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, and the promises and covenants contained herein, SGPWA wishes to receive and Ventura wishes to transfer Ventura's rights to the Table A Water in accordance with the following terms and conditions:

1. Term of Agreement.

a. **Contract Term.** Subject to DWR's approval, the term of this Agreement shall commence on the Effective Date and end on December 31, 2042 ("**Term**").

b. **Delivery Year.** Each "**Delivery Year**" shall commence on January 1 and continue for a period of one (1) calendar year. The 2022 Delivery Year shall commence upon the Effective Date and end on December 31, 2022.

2. **Rights to Table A Water.** The Parties understand and agree that the Table A Water that is the subject of this Agreement refers to the present Ventura Table A allocation. Future SWP facilities may result in an allocation method used by DWR that is different than the present process, and Ventura's Table A allocation number may be determined on a different basis than how SGPWA's Table A allocation is determined. The Parties shall have rights to Table A Water as follows:

i. **For the 2022 Delivery Year and continuing annually until December 31 of the Delivery Year during which the Interconnection Project is completed:** SGPWA will have rights to the full amount of the Ventura Table A Water allocation for each Delivery Year;

ii. **For each Delivery Year thereafter and continuing until the expiration date of the Agreement:**

1. Ventura will have the priority right, but not the obligation, to take delivery of up to two thousand (2,000) acre feet of Table A Water ("**Priority Allocation**") during the subsequent Delivery Year, provided that Ventura's Table A Water allocation from DWR is sufficient to provide the Priority Allocation. The Priority

Allocation must be used within the geographical boundaries that are served by Ventura and may not be transferred or exchanged for use outside such boundaries.

2. If Ventura elects to exercise its right under Section 2.ii.1 above, Ventura shall provide written notice to SGPWA of its preliminary election on or before June 30 of the year immediately preceding the Delivery Year during which Ventura wishes to receive its priority water and a final determination within 30 days following release of initial Table A allocations by DWR. In this event, SGPWA shall have the right to the amount of Table A Water allocation that remains available, if any, after Ventura has taken its Priority Allocation. Failure of Ventura to timely provide the notice required herein shall be deemed an election by Ventura to not exercise its priority right.

3. If Ventura does not exercise its priority right under Section 2.ii.1 above, or takes a Priority Allocation that is less than two thousand (2,000) acre feet, then SGPWA will have:

- a. The right of first refusal to take Ventura Table A Water in an amount equal to the difference between two thousand (2,000) acre feet and the amount of the Priority Allocation, if such Table A Water is available; and
- b. The right to the full remaining amount of Table A Water allocation in excess of two thousand (2,000) acre feet, if any.

iii. Rights to Table A Water transferred to SGPWA pursuant to this Agreement include all rights and privileges associated with that Table A Water including rights to California Aqueduct conveyance and storage in SWP facilities, provided, however, that Ventura will retain all rights to Article 54 water.

iv. With respect to Article 21 water, Ventura retains the rights to any Article 21 water associated with its Table A Water allocation if such Article 21 water can be used directly by Ventura County Agencies (as defined in Section 8.iv) within two (2) weeks of the date of allocation. If such use is not possible, then SGPWA will have the right to take Article 21 water associated with Ventura Table A Water allocation. The Party that utilizes Article 21 water shall pay for that Article 21 water.

3. **Purchase Price.** The purchase price (“**Purchase Price**”) payable by SGPWA to Ventura for the Table A Water made available to SGPWA pursuant to Section 2 will be only those portions of the annual T-Invoice (as defined in Section 4.a) that Ventura is obligated to pay Casitas and VCWPD for Table A Water, irrespective of the amount of Table A Water actually received by SGPWA, and limited to:

- i. Water System Revenue Bond costs; plus
- ii. Capital Cost Component; plus
- iii. Minimum Operation, Maintenance, Power, and Replacement costs.

Notwithstanding the foregoing, SGPWA will not be responsible for any charges associated with future SWP facilities not in existence at the time this Agreement is entered into. If the Agreement is extended beyond December 31, 2042, costs associated with future SWP facilities may be included by mutual agreement of the Parties.

4. Payment of Purchase Price. Ventura will invoice SGPWA, and SGPWA will pay Ventura the Purchase Price as follows:

- a. Ventura will deliver to SGPWA, not later than September 1 of each Delivery Year, a copy of the statement of charges issued by DWR and due under Ventura's contract with Casitas for the Table A Water ("**T-Invoice(s)**"). For the 2022 Delivery Year, Ventura will deliver the T-Invoice to SGPWA as soon as practicable following the Effective Date.
- b. SGPWA's obligation to pay Ventura the Purchase Price, in exchange for certain rights to Table A Water more specifically described in Section 3, is as follows:
 - i. **For the 2022 Delivery Year:** SGPWA will pay fifty percent (50%) of the Purchase Price within sixty (60) days of SGPWA's receipt of the 2022 T-Invoice;
 - ii. **For Delivery Year 2023 and continuing annually until December 31 of the Delivery Year during which the Interconnection Project is completed:** SGPWA will pay Ventura the full Purchase Price, annually, not later than October 31;
 - iii. **For each Delivery Year thereafter and continuing until the expiration date of the Agreement:** SGPWA will pay Ventura sixty percent (60%) of the Purchase Price, annually, not later than October 31.
- c. With respect to the amounts payable by SGPWA pursuant to Section 4.b, in the event of any subsequent rebill of the T-Invoice by DWR at a later date that changes the Purchase Price that is payable by SGPWA for a given year, Ventura and SGPWA will reconcile such amounts against the amounts already paid by SGPWA for that year. If there are additional amounts due from SGPWA as a result of the rebill, SGPWA will pay such additional amounts to Ventura within sixty (60) days of the date of the rebill and if the amount payable by SGPWA is less as a result of the rebill, then Ventura will refund the difference to SGPWA within sixty (60) days of the date of the rebill, based on the proportional amount of the T-Invoice paid by SGPWA consistent with Section 4.b above.

5. Deliveries to SGPWA; Additional Costs. Provided SGPWA is not in default of its obligations under this Agreement, Ventura will request that DWR deliver annually to SGPWA, Ventura's Table A Water allocation from the SWP in amounts consistent with the terms of this Agreement. Ventura shall request that DWR cause said deliveries to be made at a location and according to a delivery schedule requested by SGPWA and approved by DWR. The Table A Water will be delivered to SGPWA from the SWP through facilities already in existence when the Table A Water is delivered, such that it will not be necessary to construct additional facilities in order to affect delivery of the Table A Water pursuant to this Agreement. In addition to the Purchase Price paid to Ventura, SGPWA will be responsible for payment of all variable and other such charges imposed by DWR and calculated as a function of the quantity of Ventura Table A Water actually delivered to SGPWA pursuant to this Agreement. The amounts and due dates for such charges are set forth by DWR in DWR's statement of charges, invoices or other applicable documentation.

6. DWR Approvals.

a. **Contingencies.** This Agreement is contingent upon receiving DWR's written approval of all of the following:

- i. DWR's approval of this Agreement and the transactions contemplated herein along with any confirmation that may be required to be executed by the Parties and DWR; and
- ii. An extension of each of the SGPWA and VCWPD current Water Supply Contract with DWR, to at least December 31, 2042; and
- iii. An extension of the deadline by which SGPWA is obligated to return the OEO water to Ventura to December 31, 2042.

b. **Cooperation.** SGPWA and Ventura will cooperate in seeking DWR approvals as follows:

- i. SGPWA will assist Ventura with preparing a request to DWR for approval of this Agreement. Said request will need to be signed by Ventura, VCWPD, and SGPWA.
- ii. Ventura shall be responsible for coordinating approvals from VCWPD for the transfer of the Table A Water to SGPWA.
- iii. Ventura and SGPWA will cooperate with each other in processing and obtaining DWR approvals necessary for the implementation of this Agreement.
- iv. Ventura and SGPWA shall each be responsible for costs associated with their respective review and processing of the required agreements, environmental documents, and other transaction costs.

c. **Failure of Conditions.** In the event DWR or VCWPD does not approve this Agreement and/or it is determined that the Table A Water subject to this Agreement is not

permitted to be transferred as contemplated in this Agreement, Ventura will refund to SGPWA any amounts paid by SGPWA for Table A Water allocation that cannot be delivered as a result within thirty (30) days from the date of the DWR disapproval. Furthermore, if the approvals and extensions contemplated in this Section 6 have not been received by December 31, 2022, then the Parties will meet and confer to discuss options and whether to continue this Agreement. If mutual agreement is not reached within sixty (60) days of such date, then either Party may terminate this Agreement.

7. Rights and Obligations as to OEO Water.

a. **Extension of Deadline.** Provided SGPWA is not in default of its obligation under this Agreement, and subject to DWR's approval and the terms of this Agreement, SGPWA's deadline to return the OEO water to Ventura shall be extended to December 31, 2042.

b. **Reservation of OEO Water.** SGPWA will maintain at all times, an amount of at least seven hundred fifty (750) acre feet of OEO water available through its water storage facilities or water supply portfolio for provision to Ventura pursuant to an OEO Request (defined below). SGPWA will not be obligated to return more than seven hundred fifty (750) acre feet in any Delivery Year. If Ventura utilizes OEO water and the outstanding balance falls below one thousand (1,000) acre feet, then Ventura and SGPWA will initiate a plan to implement a storage program that leverages mutual assets and provides long-term supply and benefit to both Parties.

c. **Obligation to Return OEO Water.** SGPWA's obligation to return the OEO water to Ventura is as follows:

- i. **For the 2022 Delivery Year and continuing annually until December 31 of the Delivery Year during which the Interconnection Project is completed:** SGPWA shall have no obligation to return any OEO water to Ventura.
- ii. **For each Delivery Year thereafter and continuing until the expiration date of the Agreement:** If Ventura's water supply portfolio, including the amount of its priority right under Section 2.ii above, is not sufficient to meet local demand or does not achieve water quality goals, Ventura will submit a written request ("OEO Request") to SGPWA, on or before April 1 of the subject Delivery Year, requesting the return of a specific amount of OEO water. Any OEO amount not requested by Ventura by December 31, 2042, shall be deemed forgiven and SGPWA's obligation to return such OEO water to Ventura deemed fulfilled with no further obligation whatsoever to Ventura.

d. **Release of OEO Obligation.** Upon the expiration of the Term or in the event of any early termination of this Agreement by Ventura prior to the end of the Term, including any termination pursuant to Section 9.d, the obligation of SGPWA to return any outstanding balance of OEO water shall terminate and be of no further force or effect.

8. **Places of Use.** SGPWA will have the right to use Ventura Table A Water that is delivered pursuant to this Agreement, subject to its contract with DWR and DWR's approval, as follows:

- i. delivery within the SGPWA service area;
- ii. delivery to and storage in San Luis Reservoir;
- iii. delivery to one or more water bank(s) to be determined by SGPWA; and
- iv. delivery of some or all of the water to other third parties provided that Ventura County Agencies (as defined below) are provided with a thirty (30) day first right of refusal to purchase the water at the price negotiated by SGPWA with such third parties, it being acknowledged that what a buyer is willing to pay for the water is the best indication of fair market value. For the purposes of this Agreement, "**Ventura County Agencies**" shall mean: VCWPD, Casitas, and United.

9. **Termination; Suspension of Agreement.** This Agreement may be terminated in accordance with the following:

a. **Default.** In the event that a party fails to make any payment under this Agreement when due, or fails to perform any obligation otherwise required by this Agreement, the non-defaulting party shall demand in writing that the defaulting party cure such non-performance. The defaulting party shall have thirty (30) days after receipt of such demand to cure. In the event the defaulting party fails to cure a default within the thirty (30) day period, the non-defaulting party may terminate this Agreement.

b. **Mutual consent.** This Agreement may be terminated at any time by mutual written consent of both Parties.

c. **Insufficient SWP Allocations.** SGPWA may elect, in its sole and absolute discretion, to terminate this Agreement if SWP allocations issued by the DWR fall below thirty percent (30%) for three consecutive Delivery Years by providing one year of written notice to Ventura not later than January 1 of the immediately succeeding Delivery Year.

d. **Suspension or Termination Due to Water Supply Deficiency.** At any time during the Term following the completion of the Interconnection Project, Ventura shall have the following rights:

- i. To suspend all performance under this Agreement ("**Suspension of Performance**") for the duration of at least the immediately following Delivery Year if Ventura has reasonably determined that its annual water supply projections fall below its demand projections, such that projected available supplies are less than one hundred ten percent (110%) of projected customer demands, as determined during Ventura's annual water supply and demand assessment process and the development of its annual Comprehensive Water Resources Report (CWRR). Ventura will

give notice of a Suspension of Performance no later than one hundred eighty (180) days prior to the commencement of a Delivery Year. SGPWA will not be obligated to pay the Purchase Price during any Suspension of Performance. If a Suspension of Performance continues for a period of more than two consecutive Delivery Years, SGPWA will have the right to terminate this Agreement by providing Ventura a written notice of termination.

- ii. To request termination of the Agreement if, based on a methodology that is subject to reasonable verification by SGPWA, Ventura's projected water supply is less than one hundred ten percent (110%) of its projected demand for a period of at least two consecutive years starting with the immediately following Delivery Year. For a period of one hundred eighty (180) days following the receipt of a termination request pursuant to this Section 9.d.ii., SGPWA and Ventura will meet and confer in good faith to discuss the effects of the proposed termination and timing thereof, and will consider potential alternatives to termination that would address the needs of Ventura and/or ways to mitigate any adverse impacts of the termination on SGPWA. The goal of such meet and confer process will be either to agree on a mutually acceptable amendment to this Agreement that avoids termination or a structured termination that minimizes adverse impacts on both Parties. If the Parties have not agreed on an amendment or a structured termination by the end of the consultation period, then Ventura may move forward with formal notice of termination and such termination will become effective within one hundred eighty (180) days of the date of such notice.

e. **Effect of Termination.** The termination of this Agreement for any reason prior to the expiration of the Term will not impact the transfer of Table A Water or the Purchase Price obligations of SGPWA for the Delivery Year in which the termination occurs, and such termination will only be effective as to the next Delivery Year. If the SWP allocations for both of the two (2) years preceding termination of this Agreement by Ventura were less than thirty percent (30%), then Ventura will repay SGPWA the Purchase Price payments received for those two (2) years.

10. Consultation. During the Term, Ventura and SGPWA shall meet and confer with each other no less than once every five (5) years to discuss the terms of the Agreement.

11. Force Majeure. In the event that an unavoidable event renders the performance of this Agreement impossible or infeasible, the Parties hereto shall be excused from the performance thereof, with a corresponding refund or adjustment of the payments required herein as may be necessary to achieve financial equity as between the Parties for that portion of the Agreement that cannot be performed; provided, however, that Ventura and SGPWA shall first coordinate with DWR to determine whether alternate performance may be possible pursuant to an alternate schedule for completion of performance.

12. **California Environmental Quality Act (CEQA)**. The Parties shall each comply with the requirements of the California Environmental Quality Act (“CEQA”) as to the performance of their rights and obligations under this Agreement within the respective service area.

13. **Transaction Costs; Cooperation in DWR Approvals**. Ventura and SGPWA shall each be responsible for its own legal and consulting costs incurred in the preparation, review, and implementation of this Agreement. Ventura and SGPWA acknowledge that it will also be necessary for them to sign one or more additional agreements with DWR to effectuate the Agreement. Ventura and SGPWA each agrees to cooperate with DWR and with each other in the preparation, review, and execution of those separate agreements with DWR, and with the processing of such other approvals as may be necessary to effect the transfer described herein.

14. **Mutual Indemnification**.

- a. Each party, its successors and assigns (“**Indemnifying Party**”), shall hold harmless, defend and indemnify the other party, its officials, employees, agents, successors and assigns (together, the “**Indemnified Parties**”) from and against all liabilities, obligations, claims, damages, losses, actions, judgments, suits, costs and expenses, including but not limited to reasonable attorneys’ fees (collectively, “**Damages**”) resulting from or in any way related to:
 - i. The negligent acts, errors, or omissions of the Indemnifying Party, or its owners, officers, directors, employees, agents, and/or contractors, in connection with the performance or failure to perform its obligations under this Agreement.
 - ii. Recklessness or willful misconduct of the Indemnifying Party, or its owners, officers, directors, employees, agents, and/or contractors, in connection with the performance or failure to perform its obligations under this Agreement.
 - iii. Breach by the Indemnifying Party of any of its covenants, agreements, or obligations under this Agreement, including, without limitation, non-compliance by the Indemnifying Party with any governmental approval or applicable law in connection with its obligations under this Agreement.
- b. Any assertion of negligence, breach, or violation of law by the Party to be indemnified hereunder (the “**Indemnified Party**”) shall not relieve the Indemnifying Party from its obligations under this Section 14. However, the Indemnifying Party shall not be obligated to indemnify the Indemnified Party for that portion of any claim determined by the trier of fact to have been caused by the negligence or willful misconduct of the Indemnified Party.
- c. This indemnification shall survive the expiration or termination of the Agreement. Notwithstanding the foregoing, in no event will either party be

responsible to the other for any special, indirect or consequential damages, including lost profits.

15. **Authority and Representations.** The undersigned representatives of Ventura and SGPWA hereby represent that he or she is authorized to execute the Agreement for the party on whose behalf this Agreement is executed. Ventura hereby represents and warrants that they have all rights and authorities to perform this Agreement. SGPWA hereby represents and warrants that it has all rights and authorities to perform this Agreement.

16. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the Parties.

17. **No Waiver.** Any failure or delay on the part of either Party to exercise any right under this Agreement shall not constitute a waiver of the right, and shall not preclude such Party from exercising or enforcing the right, or any other provision of this Agreement, on any subsequent occasion.

18. **Governing Law and Venue.** This Agreement is a contract governed in accordance with the laws of the State of California. The Parties hereby agree that venue for any action brought to enforce the terms of this Agreement shall be in a court of competent jurisdiction in the county of Los Angeles, California, and consent to the jurisdiction thereof as a neutral venue.

19. **Execution of Agreement.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other Parties hereto are in the physical possession of the Party or Parties seeking enforcement thereof.

20. **Alteration.** No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by all Parties hereto.

21. **Dispute Resolution.** The Parties agree to use their best efforts to prevent and resolve disputes by good faith cooperation and negotiation. In the event that any dispute arises among the Parties relating to this Agreement or the rights and obligations arising from this Agreement, the aggrieved Party shall provide written notice to the other Party of the dispute. Within forty-five (45) days after such written notice, the Parties shall attempt in good faith to resolve the dispute through informal means. If the Parties cannot agree upon a resolution of the dispute within forty-five (45) days from the providing of written notice specified above, the dispute shall be submitted to mediation prior to commencement of any legal action. The Parties shall select a neutral third-party mediator with appropriate expertise to mediate the dispute. The mediation shall be no less than a full day, unless agreed otherwise among the Parties involved in the dispute, and the cost of mediation shall be paid in equal proportion among the Parties involved in the dispute. Upon completion of mediation, if the controversy has not been resolved, any Party may exercise all rights to bring a legal action relating to the dispute.

22. No-Third Party Rights or Assignments. This Agreement is made solely for the benefit of the Parties and their respective permitted successors and assigns. No other person or entity may have or acquire any right by virtue of this Agreement. Any attempt by a Party to assign the benefits or burdens of this Agreement without the prior written approval of the other Party shall be prohibited and shall be null and void.

23. Notices. All notices given or required to be given pursuant to this Agreement shall be in writing provided by overnight courier, to the following addresses:

San Geronio Pass Water Agency: 1210 Beaumont Avenue, Beaumont, CA 92223
Attn: General Manager

City of San Buenaventura: 501 Poli Street, Ventura, CA 93001
Attn: City Manager

24. Headings; Section References. Captions and headings appearing in this Agreement are inserted solely as reference aids for the ease and convenience; they shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions.

25. Separability. If any provision of this Agreement is finally determined by a court to be invalid or unenforceable as written, the provision shall, if possible, be enforced to the extent reasonable under the circumstances and otherwise shall be deemed deleted from this Agreement. The other provisions of this Agreement shall remain in full force and effect so long as the material purposes of the Agreement and understandings of the Parties are not impaired.

[Signatures follow on the next page]

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.


VENTURA:
City of San Buenaventura

By: 
Name: Alex D. McIntyre
Title: City Manager

SGPWA:
San Geronio Pass Water Agency

By: _____
Name: Lance Eckhart
Title: General Manager

APPROVED AS TO FORM:

By: 
Name: Miles Hogan
Title: Senior Assistant City Attorney
Date: 4/28/2022

By: _____
Name: _____
Title: _____
Date: _____

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VENTURA:
City of San Buenaventura

By: _____
Name: Alex D. McIntyre
Title: City Manager

SGPWA:
San Geronio Pass Water Agency

By:  _____
Name: Lance Eckhart
Title: General Manager

APPROVED AS TO FORM:

By: _____
Name: Miles Hogan
Title: Senior Assistant City Attorney

Date: _____

By:  _____
Name: Jeffrey F. Ferre
Title: General Counsel

Date: 5/5/22