

**SAN GORGONIO PASS WATER AGENCY  
1210 Beaumont Avenue, Beaumont, CA 92223**



SAN GORGONIO PASS  
WATER AGENCY  
A California State Water Project Contractor

President  
Mickey Valdivia

Vice President  
Chander Letulle

Treasurer  
Robert Ybarra

Secretary  
Vacant

Directors  
Dr. Blair M Ball  
Larry Smith  
James Tickemyer  
Sarah Wargo

General Manager  
Lance Eckhart,  
PG, CHG

Legal Counsel  
Holland Stewart

**Regular Meeting of the Board of Directors  
December 15, 2025, at 6:00 p.m.**

**AGENDA**

*This meeting is being held virtually and in person.  
Link and telephone option provided is available for the  
convenience of the public.*

**TO JOIN VIA ZOOM: [Zoom Link Board Meeting](#)**

**TO JOIN THE MEETING BY TELEPHONE**

**CALL: 669-900-6833 | MEETING ID: 926 3191 5535**

*Members of the public who wish to comment on any item within the jurisdiction of the Agency or any item on the agenda may submit comments by emailing [mcabral@sgpwa.com](mailto:mcabral@sgpwa.com) or may do so during the meeting. Comments will become part of the Board meeting record.*

**\*In order to reduce feedback, please mute your audio when you are not speaking.**

*Esta reunión se llevará a cabo virtualmente y en persona.*

*El enlace y la opción telefónica proporcionada  
es para la comodidad del público.*

**PARA UNIRSE VÍA ZOOM: [Zoom Link Board Meeting](#)**

**PARA UNIRSE A LA JUNTA CON LA OPCIÓN TELEFÓNICA**

**LLAMAR: 669-900-6833 | ID DE REUNIÓN: 926 3191 5535**

*Los miembros del público que deseen comentar sobre cualquier tema dentro de la jurisdicción de la Agencia o cualquier tema en la agenda pueden enviar comentarios por correo electrónico a [mcabral@sgpwa.com](mailto:mcabral@sgpwa.com) o pueden hacerlo durante la reunión. Los comentarios pasarán a formar parte del registro de la reunión de la Junta.*

**\*Para reducir los comentarios, silencia el audio cuando no estés hablando.**

**1. Call to Order, Invocation and Pledge of Allegiance**

**2. Roll Call**

**3. Adjustment and Adoption of Agenda**

**4. Public Comment:** Members of the public may address the Board at this time concerning items relating to any matter within the Agency's jurisdiction. There will be an opportunity to comment on specific agenda items, as the items are addressed. Speakers are requested to keep their comments to no more than five (5) minutes. Under the Brown Act, no action or discussion shall take place on any item not appearing on the agenda, except that the Board or staff may briefly respond to statements made or questions posed for the purpose of directing statements or questions to staff for follow-up.

**5. Consent Calendar:**

If any board member requests that an item be removed from the Consent Calendar, it will be removed so that it may be acted upon separately.

A. Approve Minutes of the December 1, 2025, Regular Meeting of the San Gorgonio Pass Water Agency Board of Directors, [\(pg. 4\)](#)

**6. Reports – Staff**

A. General Manager's Report  
B. General Counsel's Report

**7. Informational Presentations and Updates:**

A. Water Conditions Report, [\(pg. 9\)](#)  
B. County Line Road Update, [\(pg. 15\)](#)

**8. New Business – Discussion and Possible Action**

A. Authorize the General Manager to Execute Amendment No. 7 to the Agreement for the Supply and Conveyance of Water by the Department of Water Resources of Southern California (DWR) Under the Dry Year Water Purchase Program between DWR and SGPWA, [\(pg. 43\)](#)

B. Adopt Resolution 2025-11, Authorizing Execution of Agreements for the following:

- Repayment of Debt Service and Removal of Greenspot Pump Station Facilities from the State Water Project
- Designation of New Delivery Services
- Electrical Interconnection and Wholesale Distribution Service with Southern California Edison Company, [\(pg. 86\)](#)

C. Consideration of Professional Services and Cost-Share Agreements for Preparation of Technical Memorandum on Recycled Water Recharge Basin Siting and Liability, [\(pg. 213\)](#)

D. Consideration to Nominate Board Member for LAFCO, [\(pg. 221\)](#)

E. Approve 2026 SGPWA Board of Directors Meeting Schedule, [\(pg. 228\)](#)

F. Reorganization of the SGPWA 2026 Board of Directors

G. Consideration of Committee Reassignments for 2026, [\(pg. 230\)](#)

**9. Reports – Directors and Committees**

**10. Board Requests for Future Agenda Items**

**11. Closed Session Agenda**

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9  
One potential case

## 12. Reconvene

- A. Report out of Closed Session

## 13. Announcements

- A. Finance & Budget Committee Meeting, December 18, 2025, at 3:00 p.m.
- B. Office closed in observance of Christmas and New Year's Holiday's, December 24- January 1, 2026
- C. Regular Board Meeting, January 5, 2025, at 1:30 p.m.
- D. Office closed in observance of Martin Luther King, Jr. Day, January 19, 2025

## 14. Adjournment

*Pending Agenda Items:*

Request	Requester	Date of Request	Status
Agency Law Workshop	Walton	5/5/25	Scheduling for Jan.
City Creek Update	Wargo	6/16/25	
Discussion on prioritizing local vendors – maintenance and related services	Ball	9/15/25	
Evaluation of Evening Meetings	Smith	10/6/25	
History and Current Cost of State Water Project Table A – past rate progression and cost drivers	Valdivia	12/1/25	

(1) Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection at the Agency's office, during regular business hours. When practical, these public records will also be made available on the Agency's website, accessible at: [www.sgpwa.com](http://www.sgpwa.com) (2) Any person with a disability who requires accommodation in order to participate in this meeting should telephone the Agency at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation.

**SAN GORGONIO PASS WATER AGENCY  
1210 Beaumont Avenue, Beaumont, California 92223**

**Official Minutes  
Board of Directors Regular Meeting  
December 1, 2025**

THIS MEETING WAS HELD IN PERSON,  
WITH PUBLIC AVAILABILITY PROVIDED VIA ZOOM.

**1. Call to Order, Pledge of Allegiance, and Invocation**

The San Gorgonio Pass Water Agency Board of Directors meeting was called to order by President Mickey Valdivia at 1:30 p.m., Monday, December 1, 2025, at the office of the Agency. Director Tickemyer provided the invocation, and Director Wargo led the Pledge of Allegiance.

**2. Roll Call**

President Valdivia requested a roll call.

**Board Present:**

Mickey Valdivia, President  
Robert Ybarra, Treasurer  
Larry Smith, Director  
James Tickemyer, Director  
Sarah Wargo, Director  
Blair M Ball, Director – arrived at 1:48 pm.

**Board Absent:**

Chander Letulle, Vice-President

**Staff Present:**

Lance Eckhart, General Manager  
Thomas Todd, Jr., Chief Financial Officer  
Maricela Cabral, Exec. Asst. /Clerk of the Board  
Emmett Campbell, Director of Water Resources  
Matt Howard, Operations Manager

**Consultant Present:**

Holland Stewart, Legal Counsel

A quorum was present.

**3. Adoption and Adjustment of Agenda**

The agenda was adopted as published.

**4. Public Comment**

No public comment received.

**5. Consent Calendar**

A. Approve Minutes of the November 17, 2025, Regular Meeting of the San Gorgonio Pass Water Agency Board of Directors

**B. Approve Finance and Budget Committee Meeting Report, for November 20, 2025**

On a motion by President Valdivia, seconded by Treasurer Ybarra, the board approved the Consent Calendar as presented.

Approved by the following vote:

Ayes: Smith, Tickemyer, Wargo, Ybarra, Valdivia

Noes: None

Absent: Letulle, Ball

**Motion passed 5-0.**

**6. Reports**

**A. General Manager's Report**

General Manager Lance Eckhart had no report.

**B. Legal Counsel's Report**

Counsel Stewart reported the draft amicus brief previously authorized by the Board, filed jointly by ACWA and participating agencies, had been received earlier than expected. After review by Agency staff and legal counsel, authorization was given to submit the brief on behalf of SGPWA. The matter concerns the United Water Conservation District appeal pending before the California Supreme Court. Further updates will be provided when available.

**7. Informational Presentations and Updates:**

**A. Cabazon Area Enhanced Infrastructure Financing District (EIFD), presentation by Scott Bruckner, Riverside County TLM Agency**

Scott Bruckner provided an overview of the County's newly established Cabazon Enhanced Infrastructure Financing District (EIFD), explaining its purpose and statutory authority under Government Code, as well as the types of public infrastructure eligible for investment, including water and wastewater systems, transportation and flood control improvements, parks, and fire suppression facilities. He described the EIFD's funding mechanism, emphasizing that it relies solely on property tax increment financing and does not impose new taxes or increase existing property tax rates. Revenue projections estimate approximately \$249 million over the 45-year term, with planned allocations of 30 percent each for water/wastewater, flood control, and transportation, and 10 percent for fire suppression. Mr. Bruckner also summarized the extensive community outreach conducted during formation, noted that the EIFD was formally established on October 7, 2025, and stated that the first revenues are anticipated in January 2027. He further highlighted the EIFD's alignment with ongoing planning efforts, including the Cabazon Community Plan and regional infrastructure studies. Board members discussed the EIFD's broader applicability, potential benefits for Cabazon and High Valleys communities, opportunities for other jurisdictions such as the City of Banning to form or join EIFDs, and the expected limitations of revenue generation in the early years.

Public comments were received from:

- Councilwoman Colleen Wallace (City of Banning) – asked how residents would be notified of EIFD implications.
- Michael Pollack (General Manager, Cabazon Water District) – inquired about pipeline funding eligibility for upcoming projects.

Mr. Bruckner addressed all questions and reiterated that property tax rates would not increase as a result of EIFD formation.

#### **B. San Gorgonio Pass Water Agency: Regional Outlook, presentation by Justin Niakamal, Beacon Economics**

Justin Niakamal, of Beacon Economics presented the findings of the Agency's long-range population forecasting project, highlighting the region's strong growth relative to both the state and the nation. He noted substantial increases in housing stock, particularly in Beaumont and Calimesa, and emphasized the continued affordability of the Pass area for new residential development. Justin also outlined key employment trends, with job growth concentrated in logistics, government, education, and healthcare. He discussed broader demographic patterns, including declining mobility, an aging population, and the long-term effects of reduced housing turnover. Finally, he underscored the critical relationship between water availability and economic expansion, citing Beaumont's past development as a clear example of how imported water supplies have enabled sustained regional growth.

General Manager Eckhart noted that the analysis highlights expected demand for imported water on the eastern side of the Agency's service area and reinforces the importance of backbone pipeline planning.

#### **C. 2025 Retrospective**

General Manager Eckhart presented a condensed summary of the Agency's 2025 accomplishments, highlighting the delivery of 19,000 acre-feet of water, strong recharge operations, and the acquisition of 3,000 acre-feet from Yuba City along with 5,000 acre-feet of surplus water from San Bernardino Valley MWD. He noted the extension of the Ventura SWP contract through 2042, continued progress on groundwater sustainability planning, and the purchase of the property adjacent to the Agency headquarters. Major initiatives advanced during the year included backbone pipeline planning, Sites Reservoir participation, and regional water banking efforts. He also reported significant progress on ARPA-funded projects, including the County Line Road Recharge Basin and multiple heli-hydrants, as well as expanded education and conservation partnerships with IERCD and the Master Gardeners program. Additional achievements included new MOUs supporting water trading, banking, and system interconnections, along with strengthened community engagement through ribbon cuttings, workshops, and public events. Board members expressed their appreciation for staff's work and acknowledged the importance of regional partnerships in advancing shared water objectives.

The Board recessed briefly before President Valdivia reconvened the meeting at 3:15 p.m.

#### **D. Greenspot PS Buyback and Facilities Transfer**

Emmett Campbell, Director of Water Resources provided an overview of the historical agreements governing the East Branch Extension (EBX) and the conditions requiring the transfer of EBX facilities—specifically Reaches 2A, 2B, and 2C, back to San Bernardino Valley Municipal Water District following completion of EBX Phase II.

Mr. Campbell touched on the following key points during his update: DWR no longer requires the facilities for State Water Project conveyance and has designated them as surplus; however, SGPWA retains its contractual capacity rights and the continued ability to wheel water through the facilities when necessary. He explained that upcoming amendments will clarify ownership, operational responsibilities, maintenance obligations, and power supply arrangements associated with the transfer. Mr. Campbell also noted that additional agreements related to this transition will be brought before the Board in early 2026.

#### **8. New Business – Discussion and Possible Action:**

##### **A. Approve and Authorize the General Manager to Execute a Funding Agreement with Antelope Valley-East Kern Water Agency (AVEK) Concerning a Feasibility Study on Potentially Expanding AVEK Water Banking Operation within the Antelope Valley Groundwater Basin, and Authorize a Budget Adjustment to accommodate the work**

General Manager Eckhart and Director of Water Resources Campbell presented the proposed water banking feasibility partnership with AVEK, highlighting the operational benefits of storing State Water Project supplies upstream of local conveyance bottlenecks.

On a motion by Director Smith, seconded by Director Tickemyer, the board approved and authorized the General Manager to execute a Funding Agreement with Antelope Valley-East Kern Water Agency (AVEK) Concerning a Feasibility Study on potentially expanding AVEK Water Banking Operation within the Antelope Valley Groundwater Basin, and authorized a Budget Amendment to accommodate the work.

Approved by the following roll call vote:

Ayes: Smith, Tickemyer, Wargo, Ybarra, Ball, Valdivia

Noes: None

Absent: Letulle

**Motion passed 6-0.**

#### **9. Reports - Directors and Committee Report**

The following meetings were reported on:

- November 13, 2025, Inspection Trip of the State Water Project and Sacramento-San Joaquin Delta (Valdivia)
- November 18, 2025, Cabazon Water District Board meeting (Wargo)

- November 19, 2025, High Valleys Water District Board meeting (Wargo)
- November 20, 2025, County Supervisor Telephonic Town Hall meeting (Wargo)
- November 25, 2025, Banning City Council meeting (Wargo)

Directors Smith, Tickemyer, Ybarra and Ball had no report.

President Valdivia thanked staff for their continued engagement at community events.

**10. Topics for Future Agendas**

President Valdivia requested a future informational item on the history and current cost of State Water Project Table A water, including past rate progression and cost drivers.

**11. Closed Session**

A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
Property: APN (water rights); Agency Negotiator: Lance Eckhart; Negotiating Parties: Property Owner; Under Negotiation: Price

**12. Reconvene**

A. Report out of Closed Session  
President Valdivia reconvened the meeting into open session. Counsel Stewart announced there was no reportable action.

**13. Announcements**

President Valdivia reviewed the following announcements:

- A. Association of California Water Agencies (ACWA) Fall Conference, December 2-4, 2025
- B. Water Conservation & Education Committee Meeting, December 9, 2025, at 1:30 p.m.
- C. Regular Board Meeting, December 15, 2025, at 6:00 p.m.
- D. Finance & Budget Committee Meeting, December 18, 2025, at 3:00 p.m.

**14. Adjournment**

There being no further business to discuss, President Valdivia adjourned the meeting at 4:46 p.m. The next regularly scheduled meeting is Monday, December 15, 2025, at 6:00 p.m.

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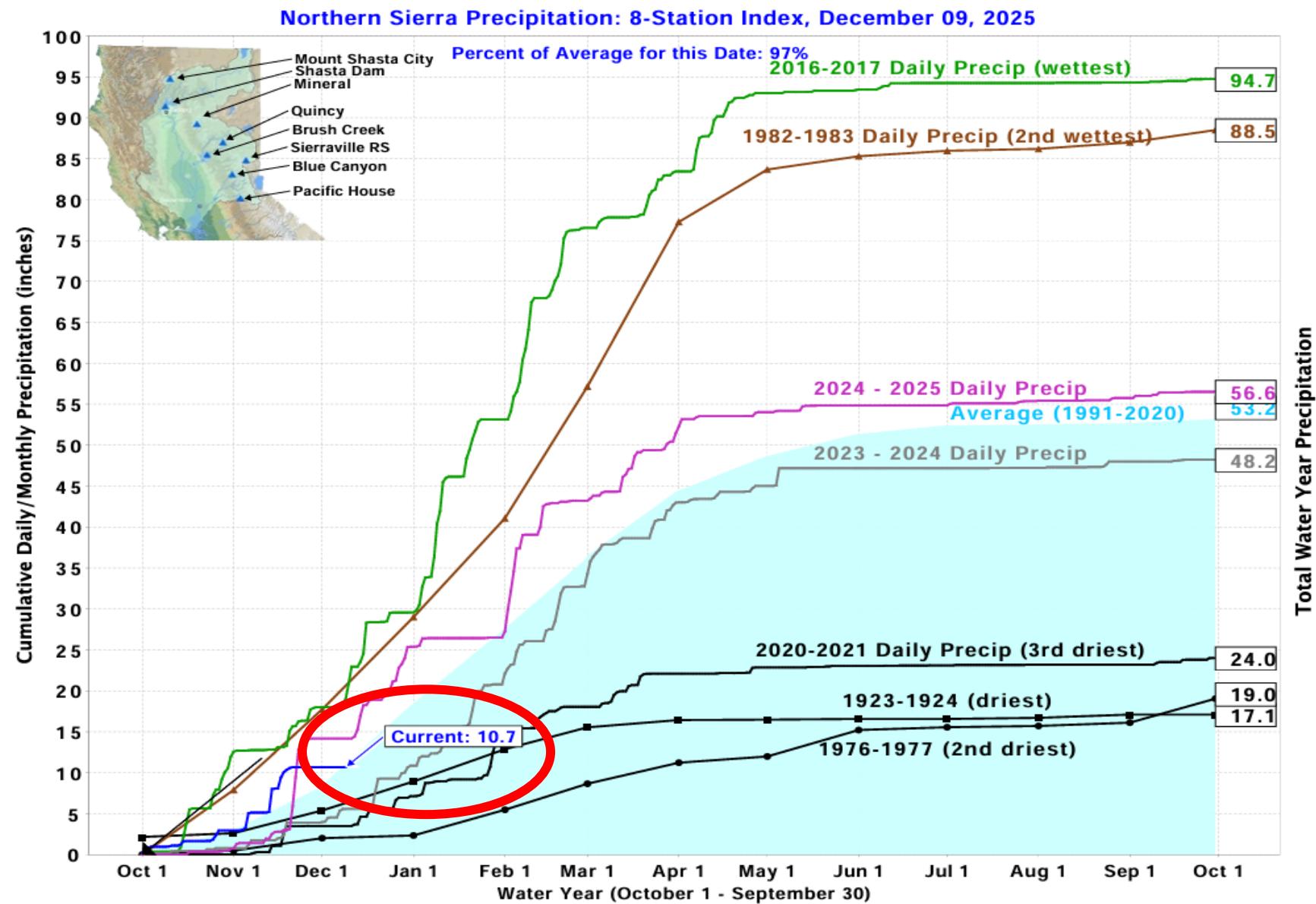
Maricela V. Cabral, CMC, CPMC  
Deputy Secretary of the Board



# Water Conditions Report

**Board of Directors Meeting**  
**December 15, 2025**



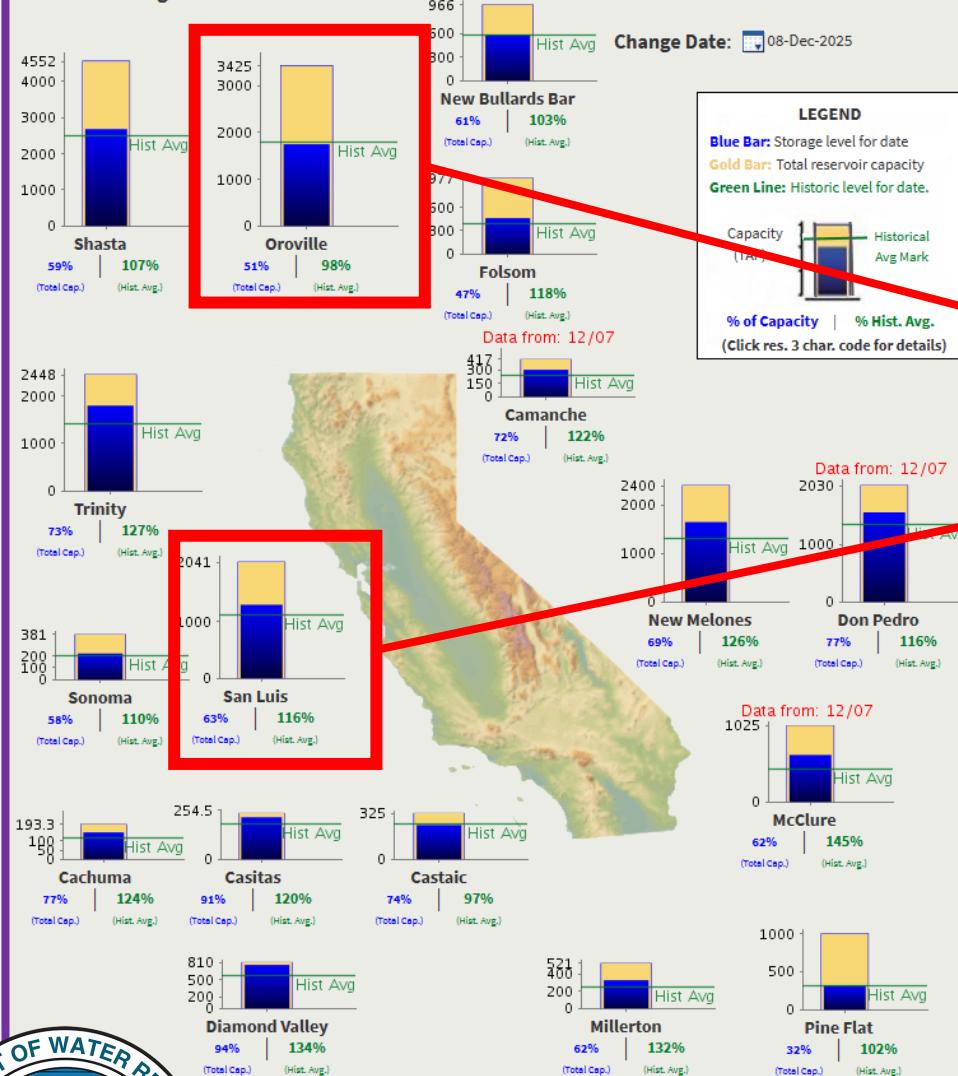


Precipitation Stations – North Sierra

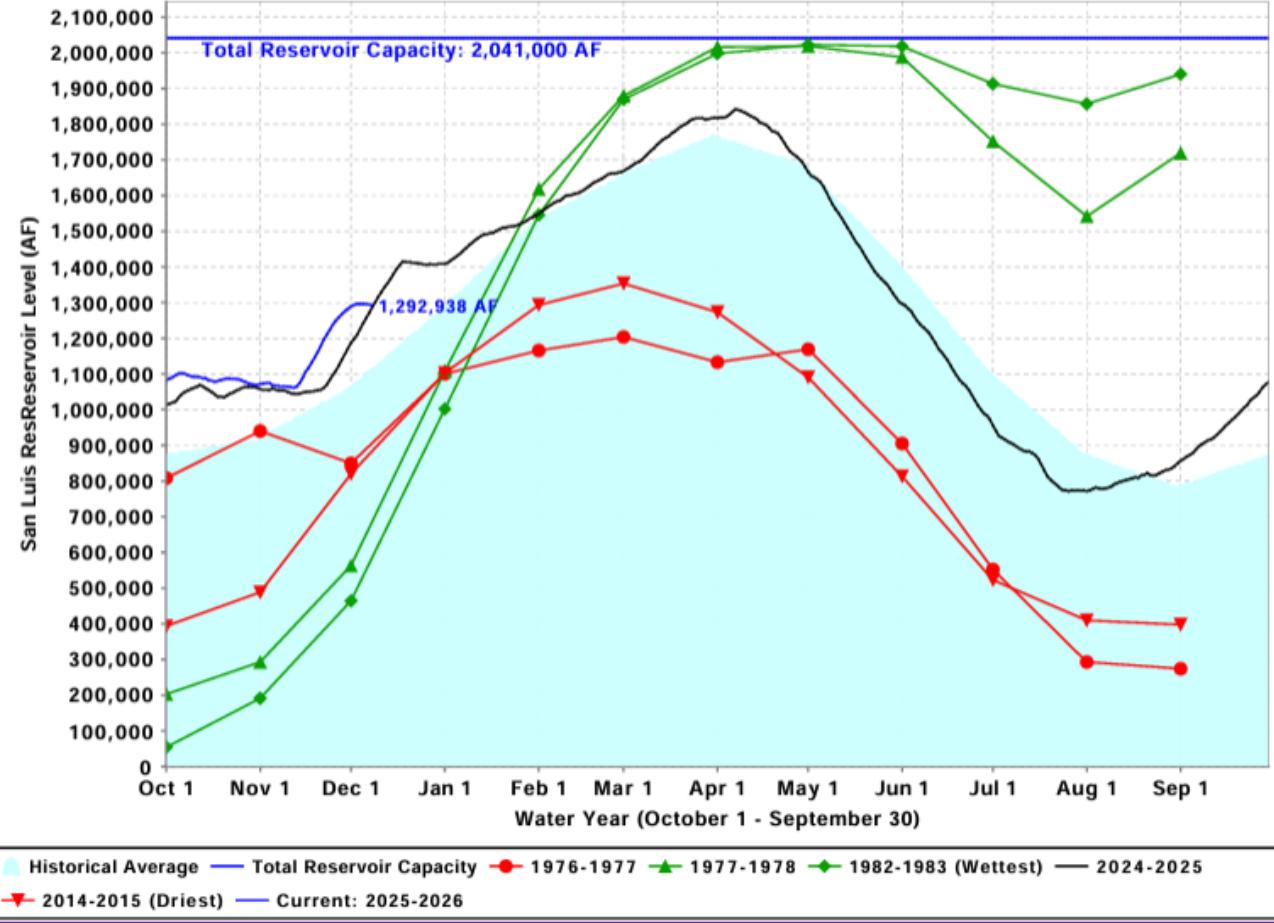


## CURRENT CONDITIONS: MAJOR WATER SUPPLY RESERVOIRS:08-DEC-2025

Data as of Midnight: 08-Dec-2025



## San Luis Res Levels: Various Past Water Years and Current Water Year, Ending At Midnight December 8, 2025



# Current Reservoir Conditions



## SWP Allocation Timeline

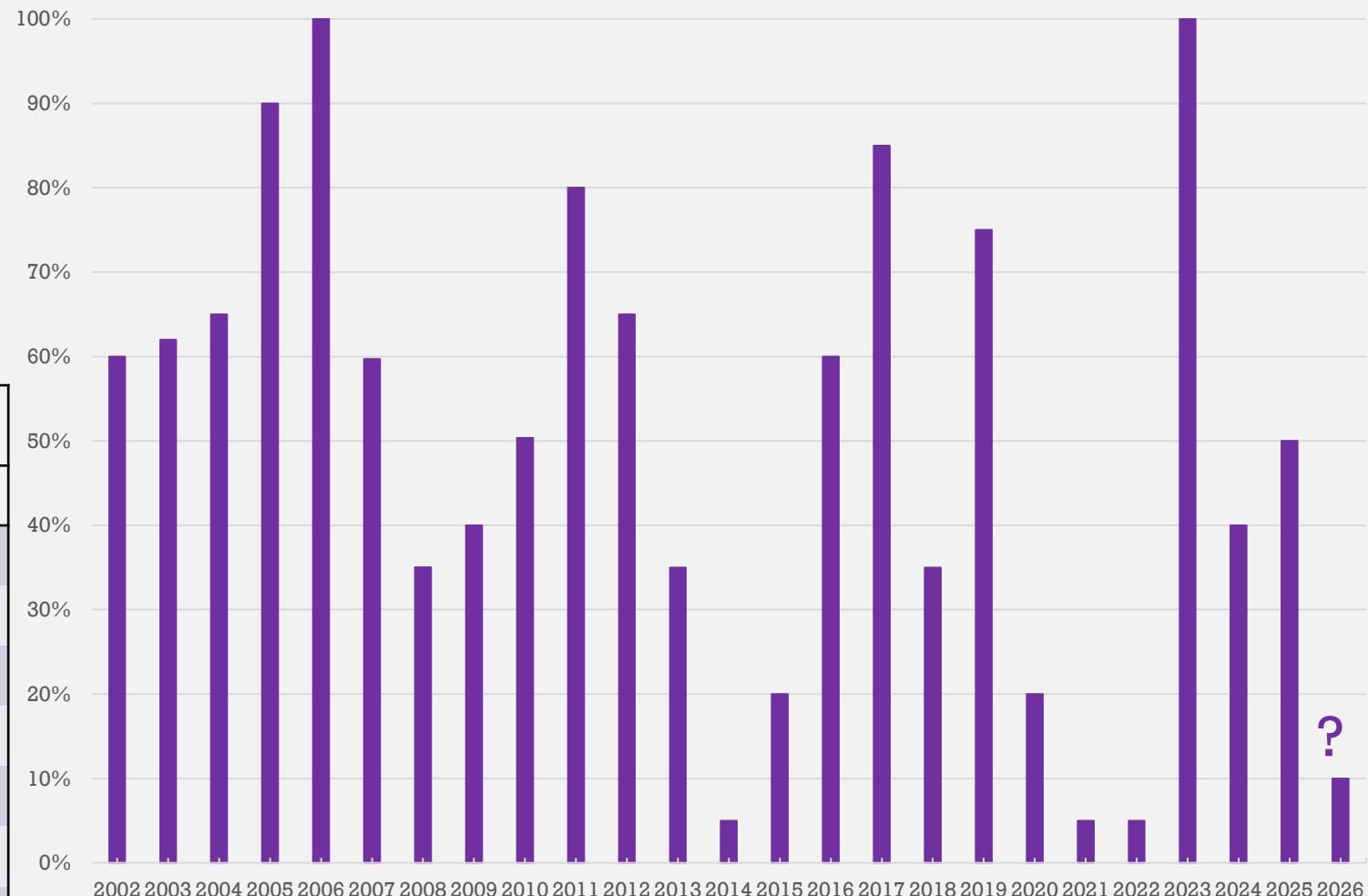
2025 Table A Allocation: 50% allocation

2026 Table A Allocation Timeline

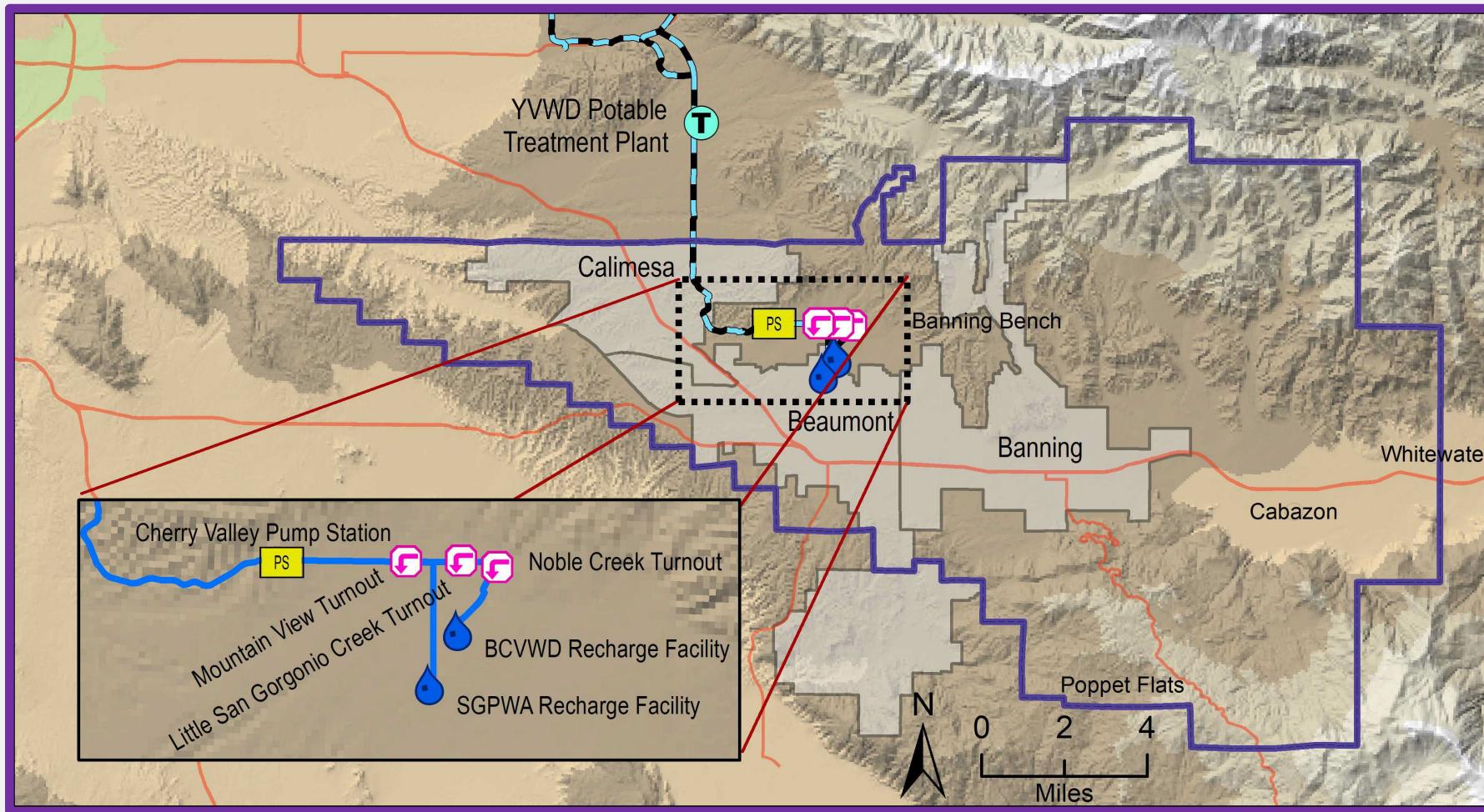
December 1, 2024: 10% allocation

<b>SGPWA Portfolio @ 50%</b>		
<b>Source</b>	<b>Total (AF)</b>	<b>Delivered</b>
SWP – Carryover	1,217	✓
SWP – Table A	8,050	✓
SWP – Ventura	5,000	✓
Non-SWP - Nickel Water	1,700	✓
City of Yuba City Purchase	3,000	✓
2013 CLAWA Return Water	600	✓
<b>Total Available Supply</b>	<b>19,567</b>	<b>19,510</b>

## Historic SWP Allocations



# 2025 SWP Allocation & Portfolio Update



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Recharge	53	1,034	2,306	1,973	1,515	2,052	1,789	2,132	2,458	2,026	1,509	43	18,890
Direct	0	0	13	0	0	0	0	0	0	0	7	0	20



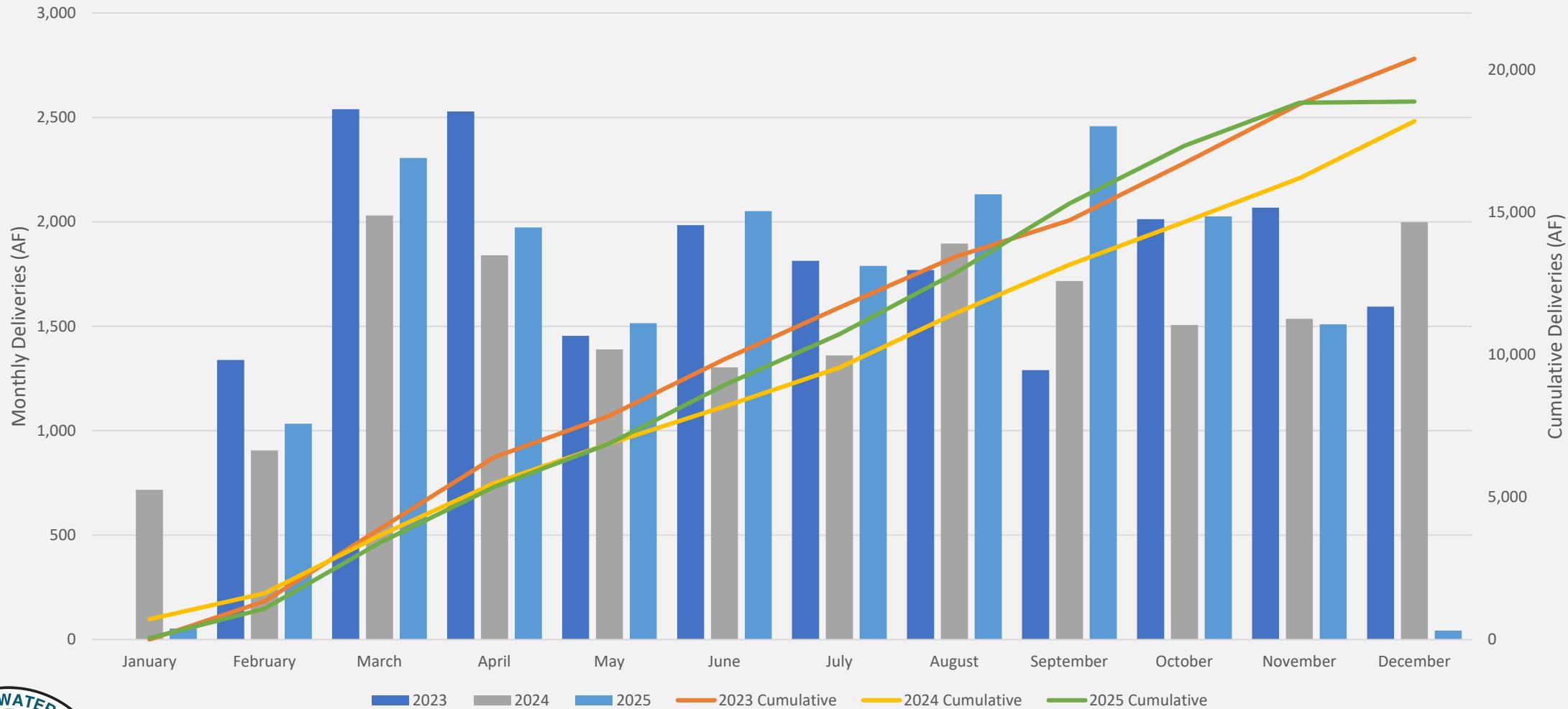
## Local Deliveries 2025 (acre-feet)

Subject to Final Verification

\*Estimated  
\*From Local Storage



## 2023-25 SGPWA SWP Deliveries



# Annual Comparison of SWP Deliveries



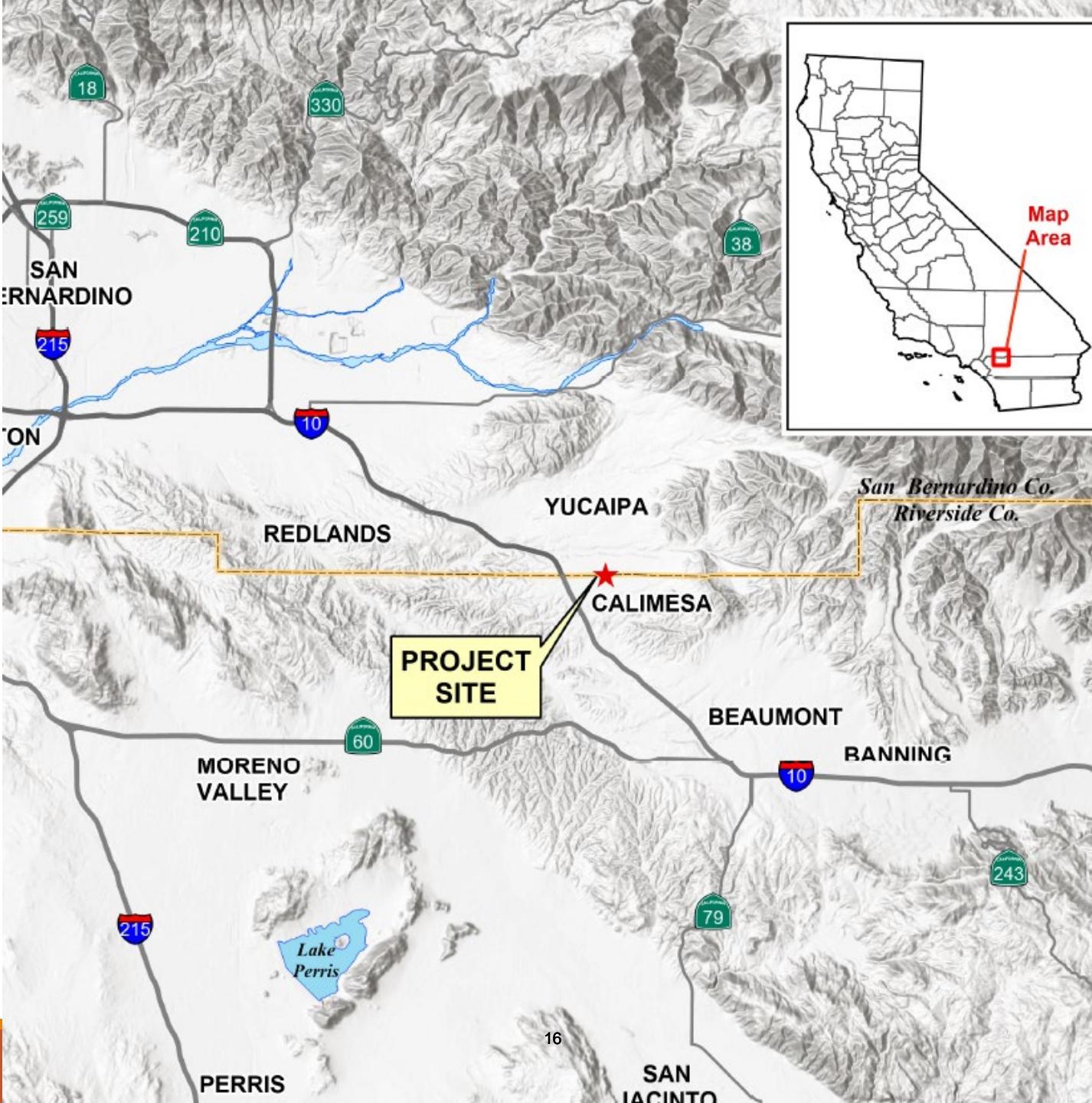


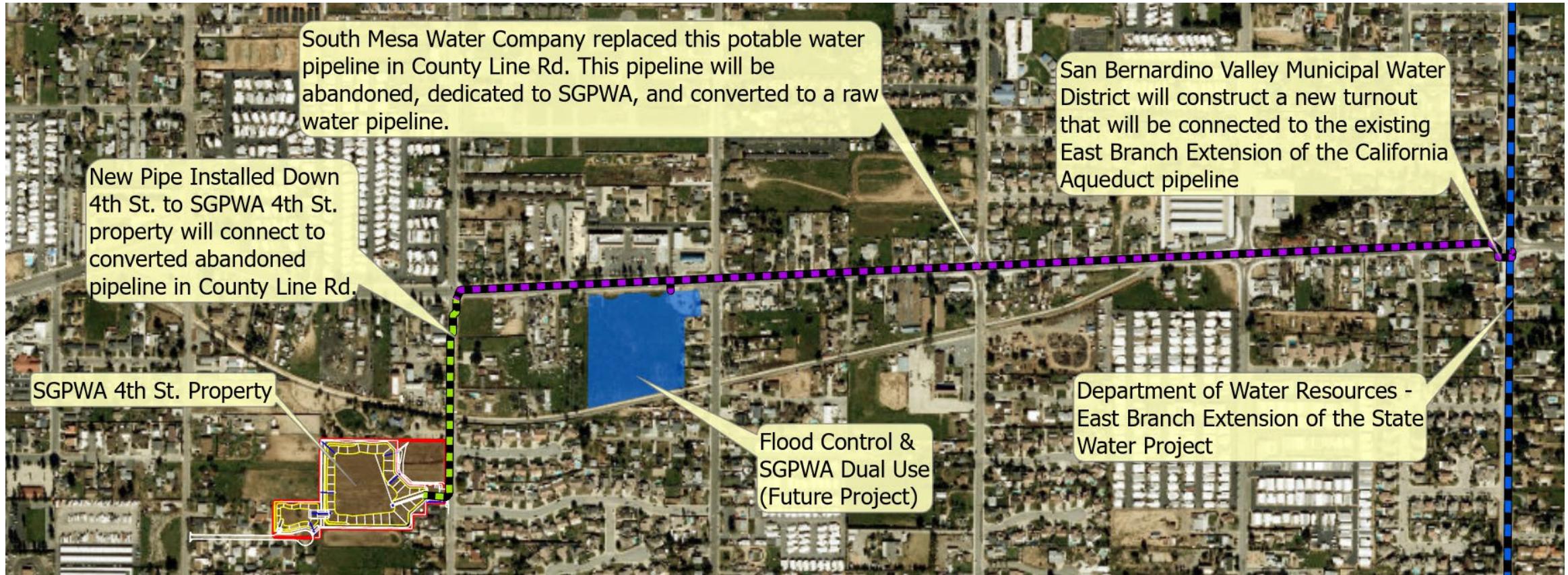
# County Line Rd Construction Update

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BOARD OF DIRECTORS

DECEMBER 15, 2025





# County Line Rd Recharge Basin and Turnout Project

## Activities to date...

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Nesting bird survey – Completed

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Archaeological and paleontological training – Completed

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Storm Water Pollution Prevention Plan – Completed

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City of Calimesa encroachment permits – Completed

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Calimesa traffic control plans – Completed

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RivCo Flood Control permit amended – Completed

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Utility locations via pot-holing - Completed

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4<sup>th</sup> St property initial site prep – Completed

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Silt fence around the 4<sup>th</sup> St property – Completed

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Pipeline installation in 4<sup>th</sup> St – Completed

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Jack and boring under Calimesa Channel – Completed

**What Are Cultural And Paleontological Resources?**

Cultural resources are archaeological *artifacts* and *features* that people who lived in the past left behind. This includes human remains. Artifacts are generally movable resources that have been altered by humans. Features on the other hand are unmovable resources that have been altered by humans. Culturally resources are typically categorized as *Historic* or *Prehistoric*. Other resources we need to pay attention to are paleontological resources such as fossilized remains of plants and animals. Fossils include mineralized bones, shell material, imprints of organic matter, or evidence of their presence (trace fossils).

Examples of Historic artifacts dating from the time of European contact to 50 years before the present.



**INDICATORS OF CULTURAL RESOURCES**

- Soil containing charcoal or ash
- Animal or human bones
- Concentrated rock formations
- Fire hearths, and fire affected clay

Examples of Prehistoric artifacts dating from the Archaic (9,000 B.P.) to Late Prehistoric (1,500 B.P.)



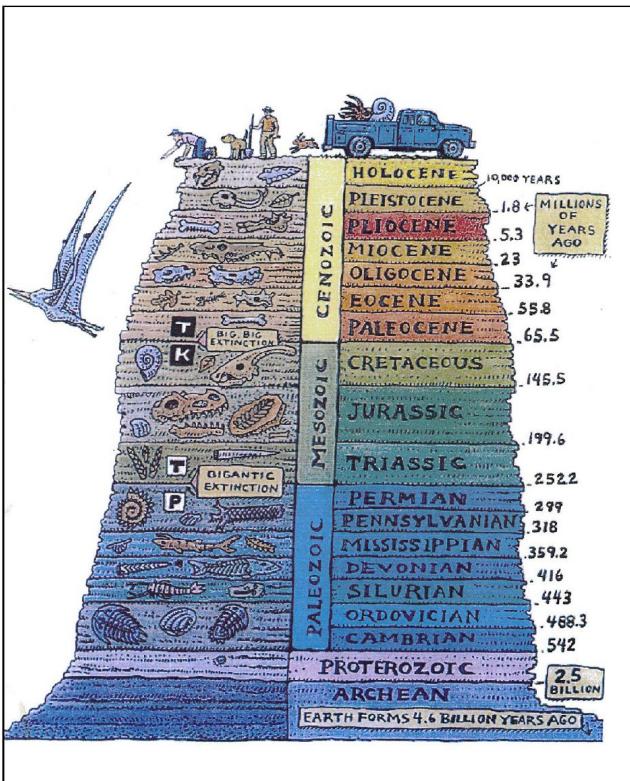
**WHY HELP PRESERVE THESE RESOURCES**

- Promotes environmental awareness
- Promotes social awareness and cohesion
- Contributes to education at all level
- It's the law.

Examples of Paleontological resources dating from 3.2-1.8 million years ago



Sediments within the project area have been mapped as Old axial-valley deposits late to middle Pleistocene deposits (Qoa<sub>1</sub>). Unit mapped by Matti, Morton, et.al

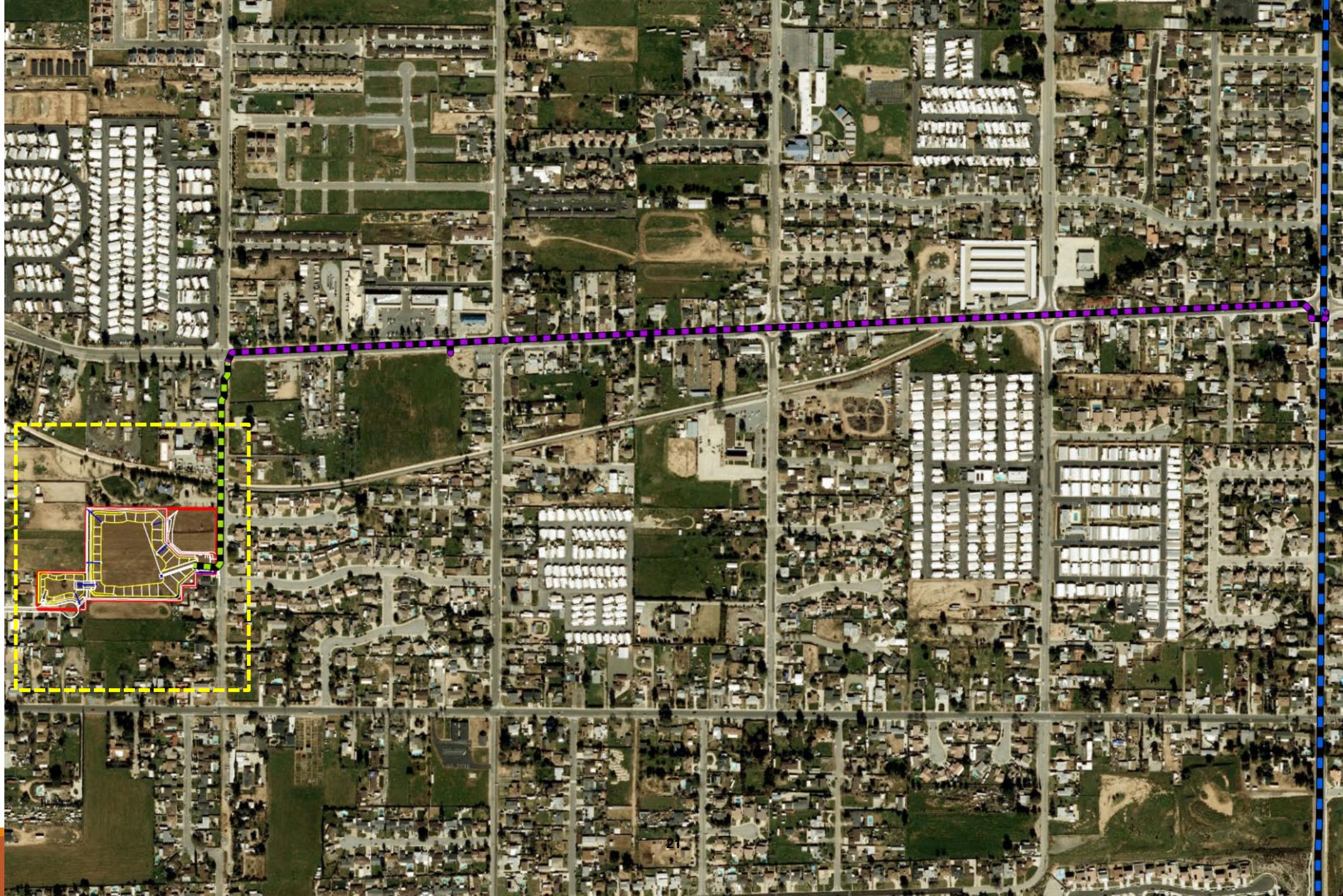


# Archaeo/Paleo Training

# Utility locating via potholing

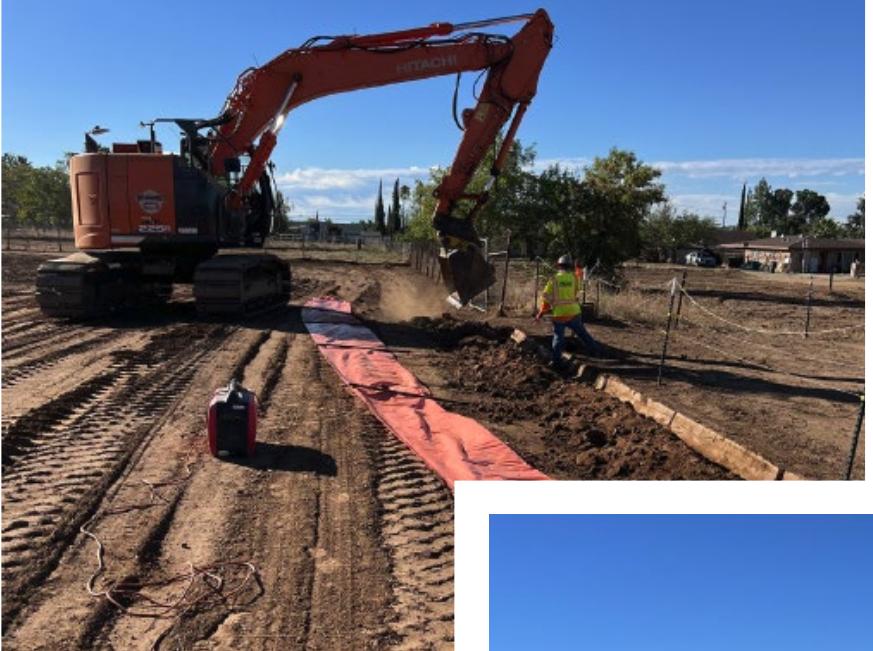
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# Site prep and silt fence installation

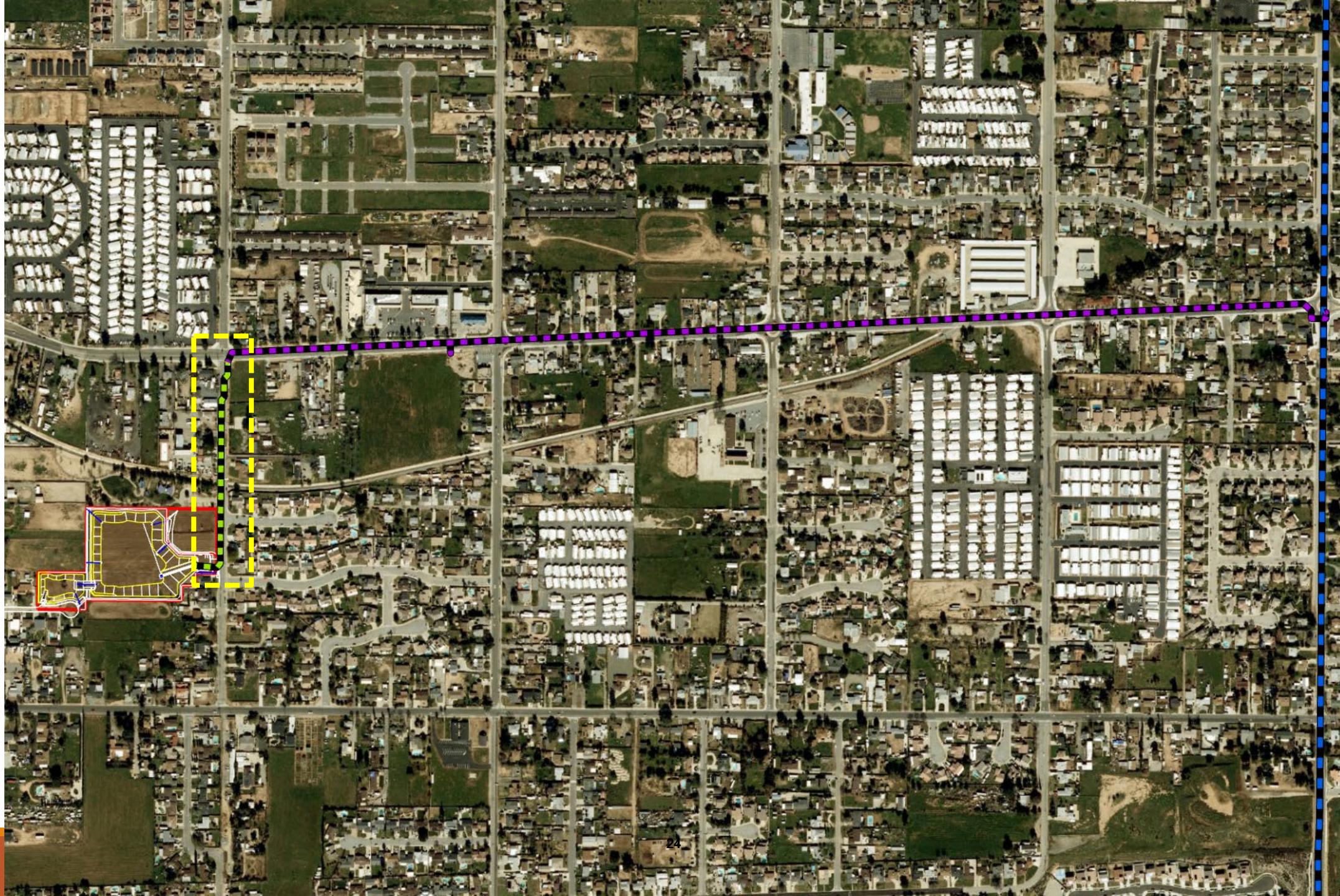
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# Material Procurement

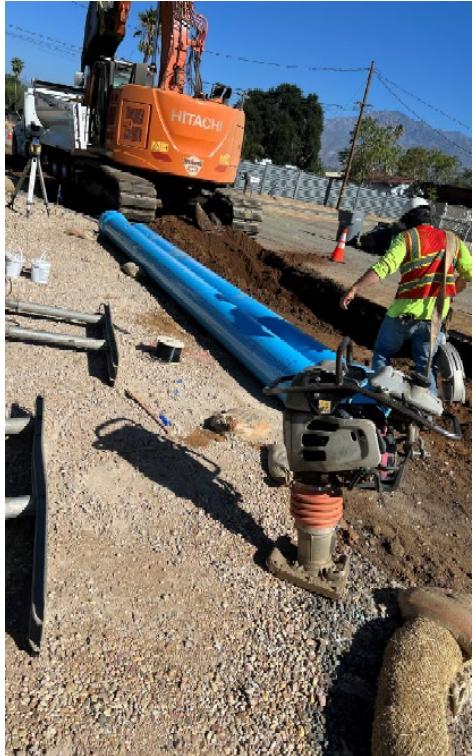
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# Pipe Installation

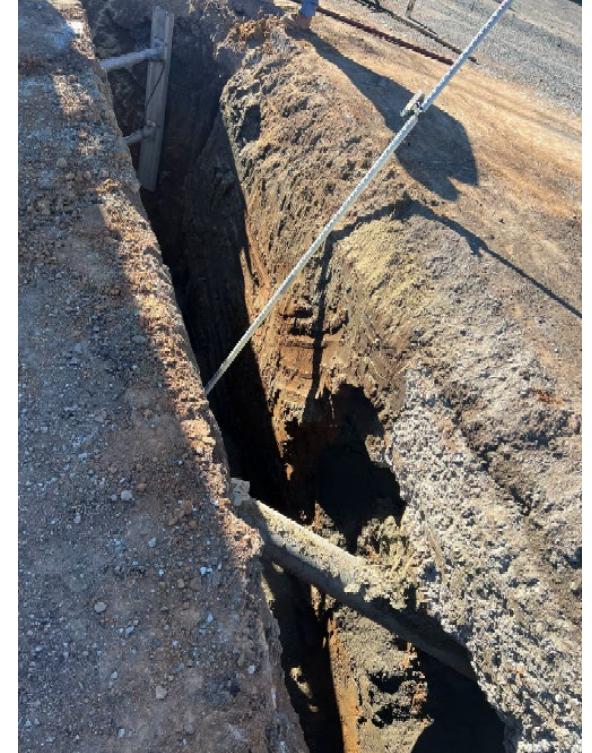
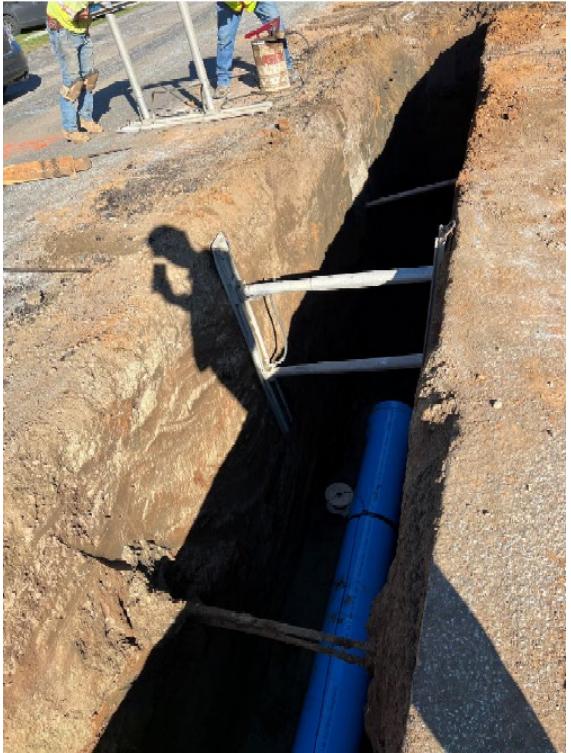
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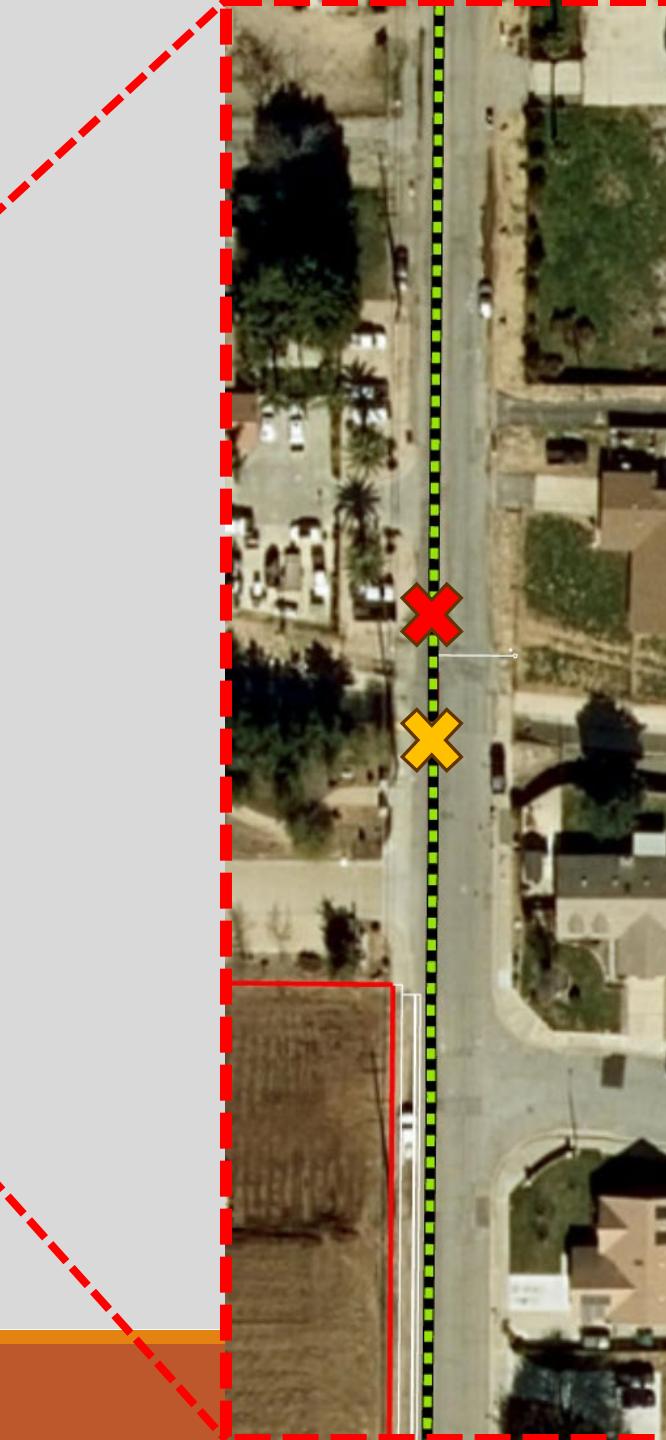
# Pipe Installation Cont...

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# Pipe Installation Cont...

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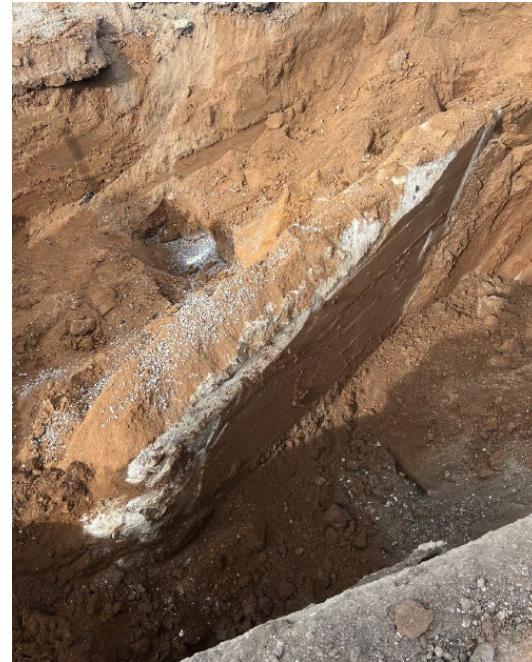
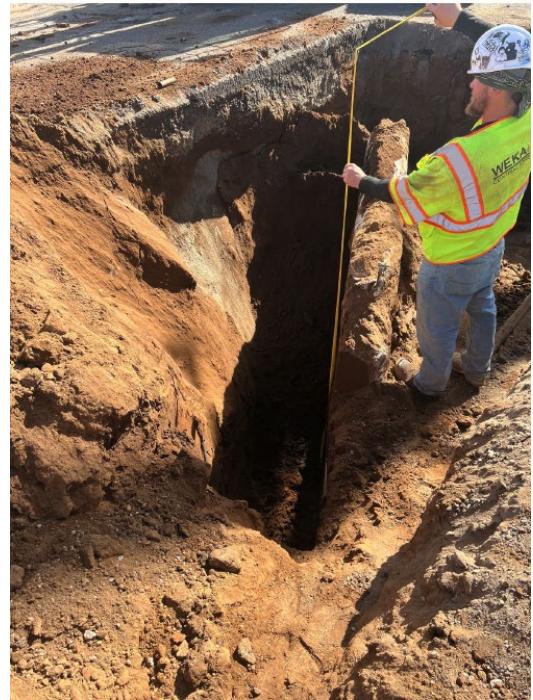


-  = Receiving Pit
-  = Launch Pit



# Launch Bore Pit Take 1

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# Receiving Bore Pit Take 1

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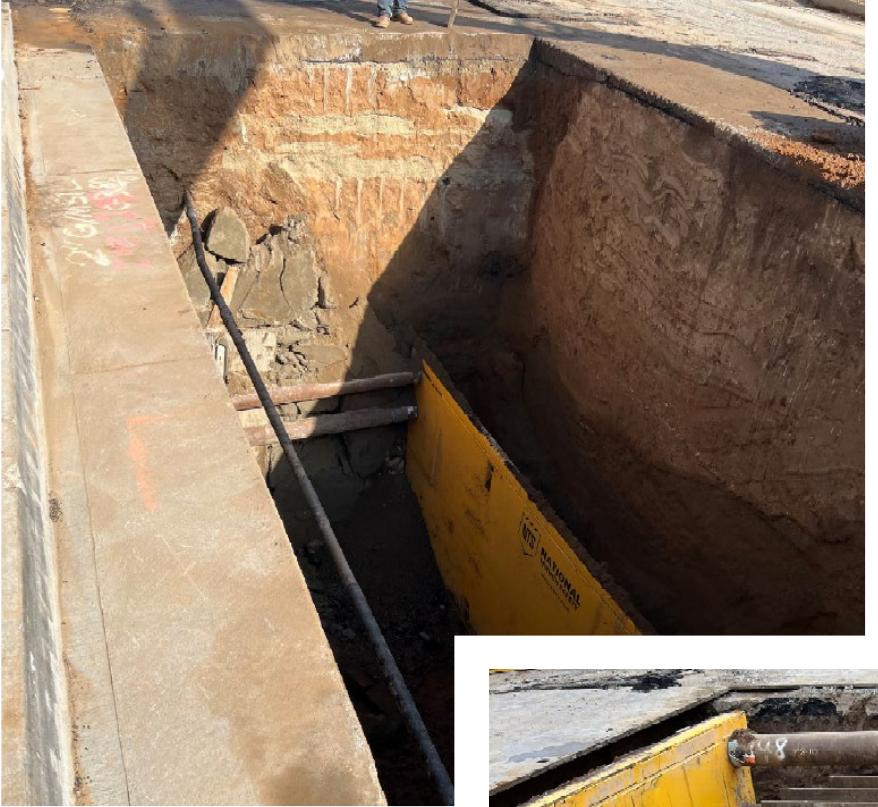


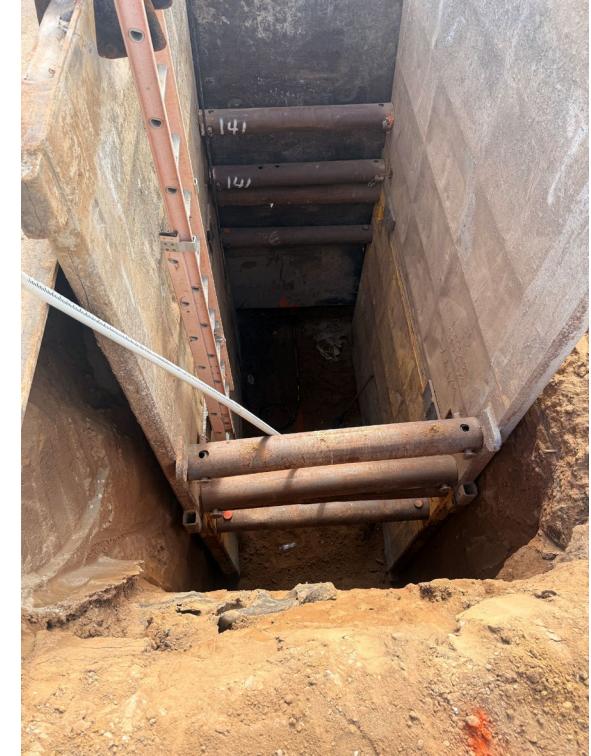
# Preparing for a large storm

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# Launch Bore Pit – Take 2

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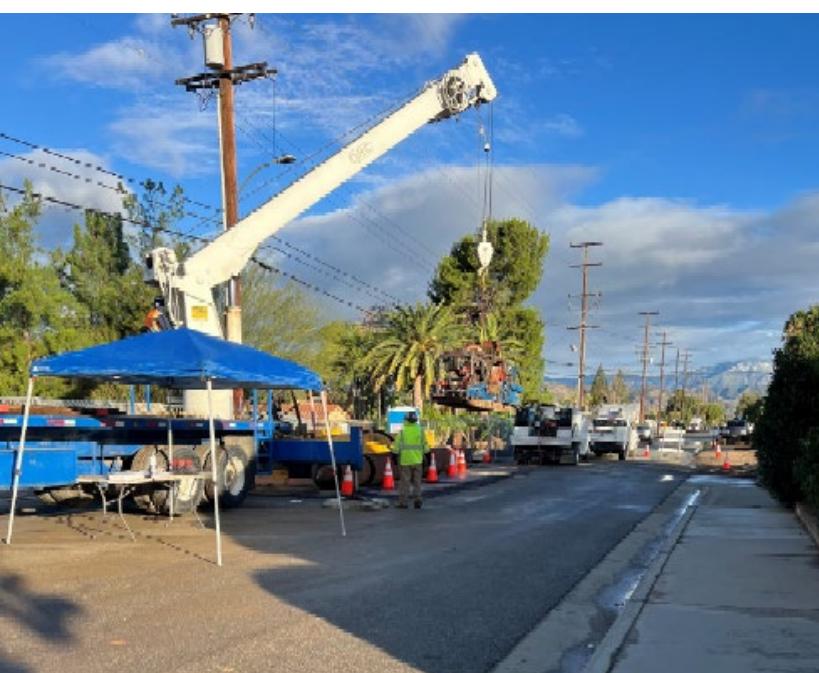
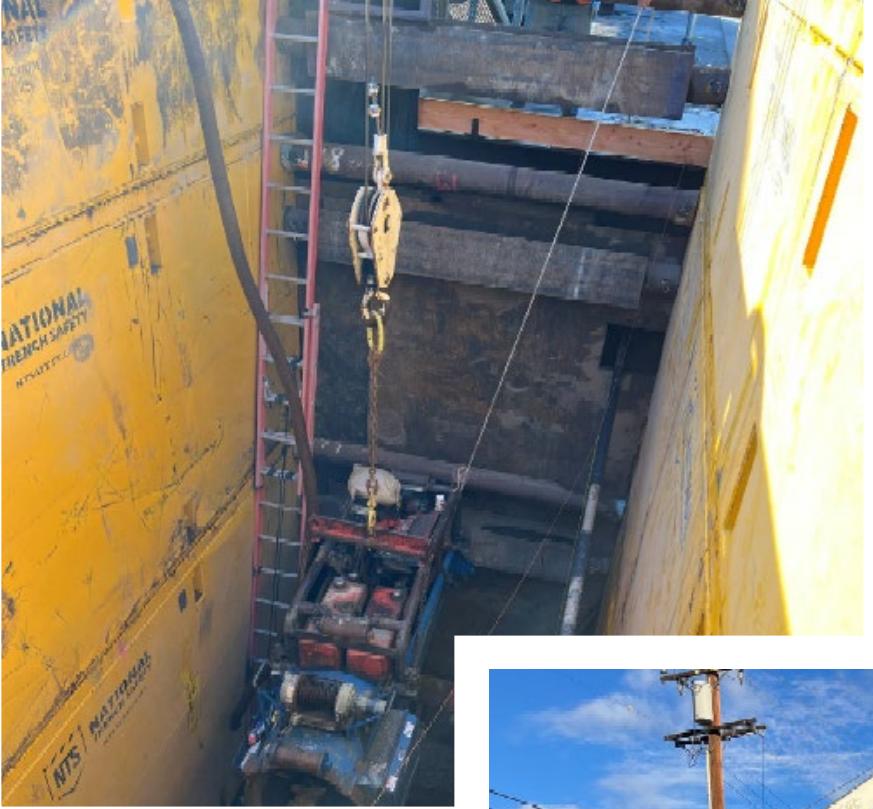


# Receiving Bore Pit – Take 2



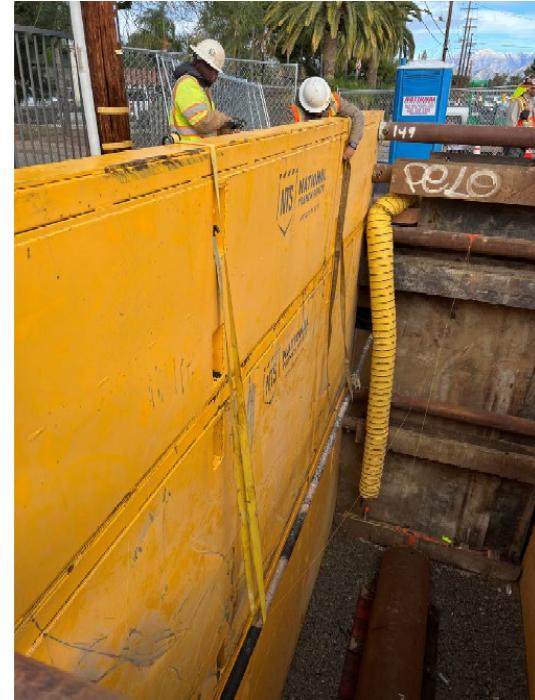
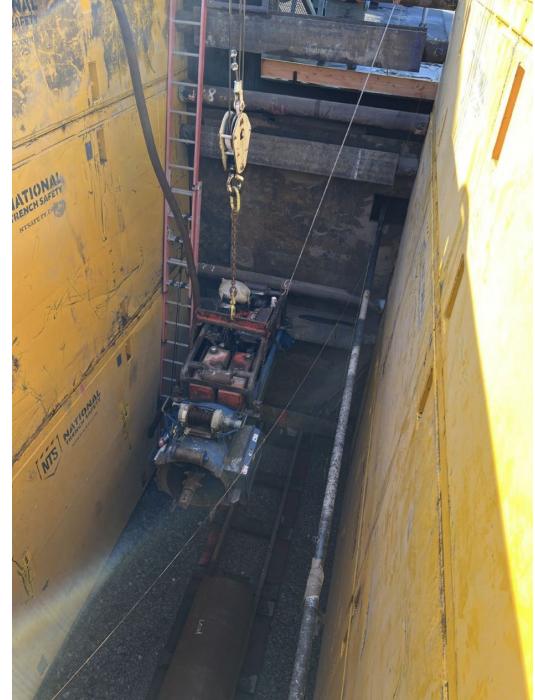
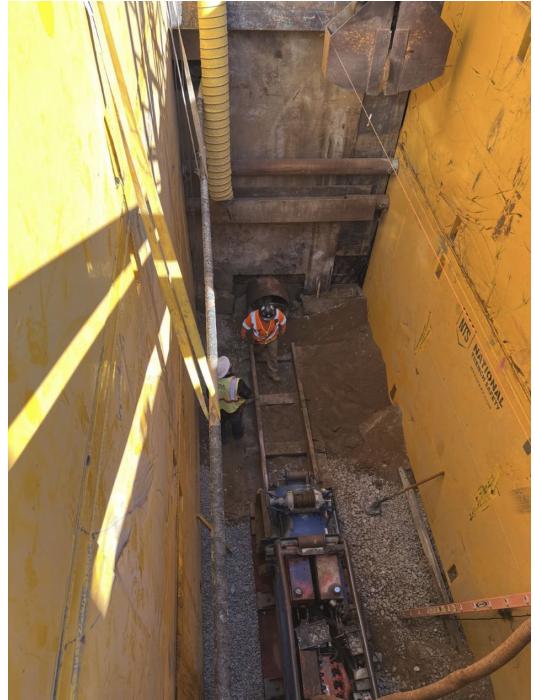
It's a Boring  
Day...

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It's a Boring  
Day...

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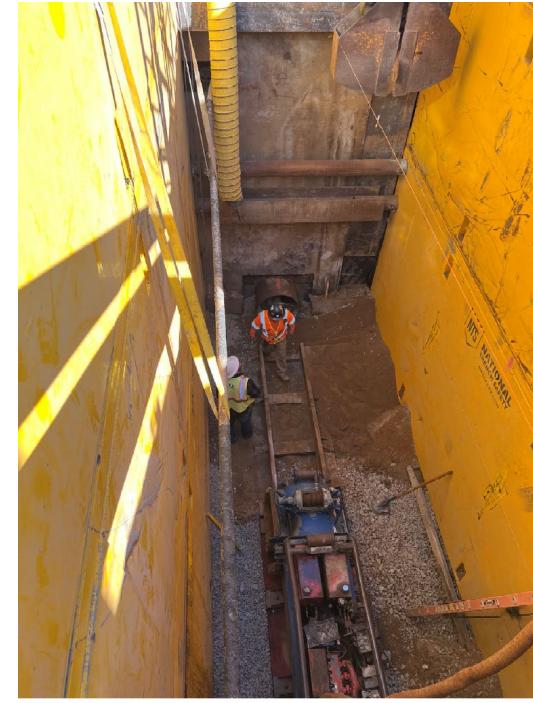
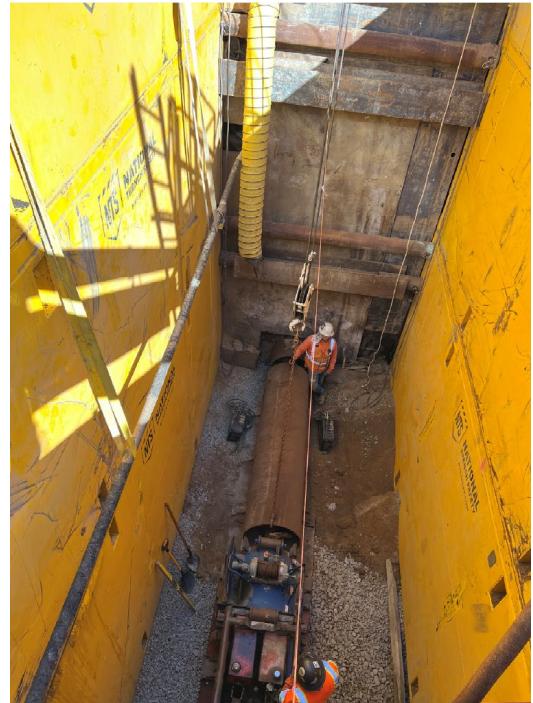
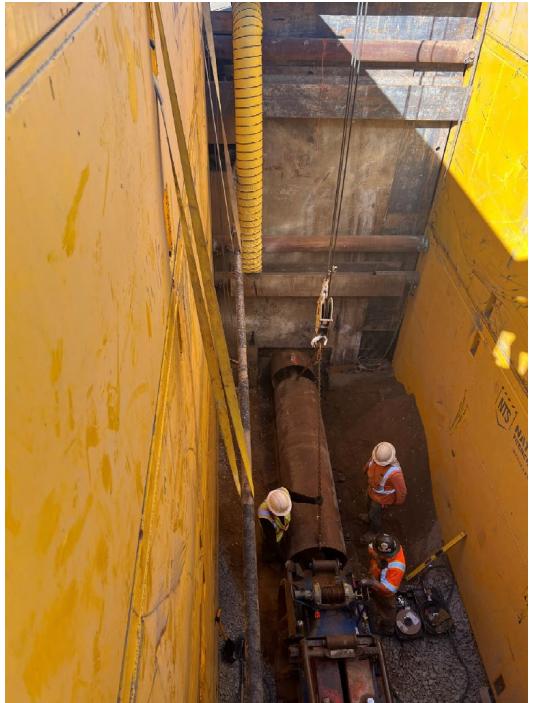


It's a Boring day...

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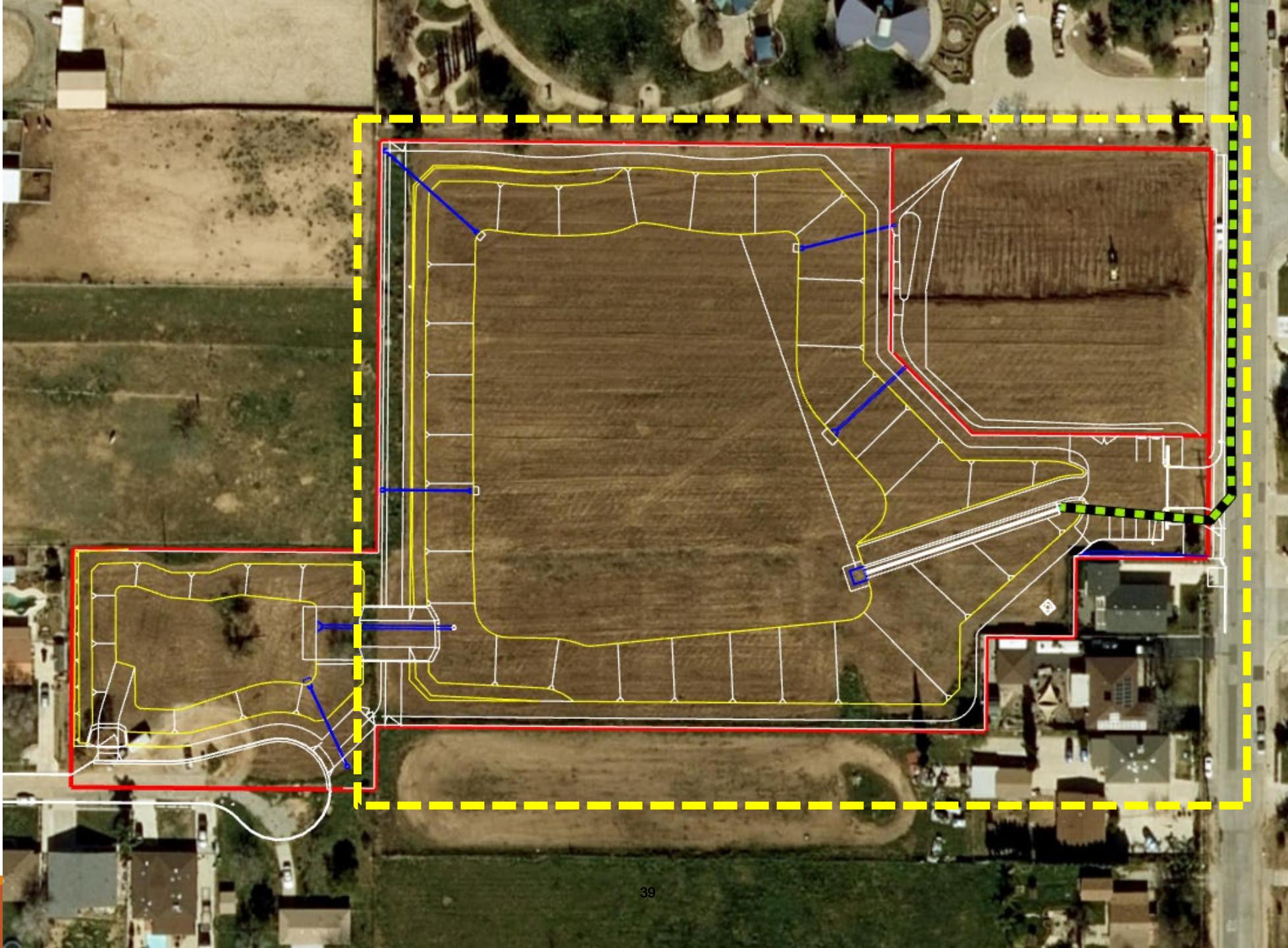
# Ready, Set, Bore!





# Ready, Set, Bore!

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# 8 Inch Pipe Relocation

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# Archaeological Finds

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To be continued...

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# **San Gorgonio Pass Water Agency**

**DATE:** December 15, 2025  
**TO:** Board of Directors  
**FROM:** Lance Eckhart, General Manager  
**BY:** Emmett Campbell, Director of Water Resources

**SUBJECT:** Consideration of Amendment No. 7 to the Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program Between the Department of Water Resources and the San Gorgonio Pass Water Agency

## **RECOMMENDATION**

Authorize the General Manager to execute Amendment No. 7 to the Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program Between the Department of Water Resources (“DWR”) and the San Gorgonio Pass Water Agency (“SGPWA”), and to make any non-substantive changes necessary to complete the execution of the agreement.

## **PREVIOUS CONSIDERATIONS**

March 17, 2008 – Board of Directors approved the Yuba Accords Agreement.

March 16, 2009 – Board of Directors authorized Amendments No. 1 and 2 to the Yuba Accords Agreement.

March 15, 2010 – Board of Directors authorized Amendment No. 3 to the Yuba Accords Agreement.

September 19, 2011 – Board of Directors authorized Amendment No. 4 to the Yuba Accords Agreement.

November 11, 2014 – Board of Directors authorized Amendment No. 5 to the Yuba Accords Agreement.

September 21, 2020 – Board of Directors authorized Amendment No. 6 to the Yuba Accords Agreement.

## **BACKGROUND AND ANALYSIS**

The Yuba County Water Agency (“YCWA”) is engaged in the Yuba River Accord initiative (“Yuba River Accord”) to resolve issues associated with the operation of the Yuba Project in a way that protects the lower Yuba River fisheries and local water supply reliability, while providing revenues for local flood control projects, water to use for protection and

restoration of the Sacramento-San Joaquin Delta (“Delta”) fisheries, and improvements to the state-wide water supply management.

The Yuba River Accords has three major elements. The first element is the Fisheries Agreement that provides higher flows for fish in the lower Yuba River during certain conditions. The second element is Conjunctive Use Agreements between YCWA and its member units for implementing a conjunctive use and water use efficiency program. The third element is the Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources, in which YCWA makes surface water available for delivery and purchase by DWR.

In 2008, 21 State Water Contractors (“Contractors”) entered into agreements with DWR for the purchase and delivery of the water made available through the Yuba River Accords (“Participation Agreements”). Subsequently, six amendments were made to the DWR agreement. Additional Contractors decided to participate. As of 2025, a total of 23 Contractors were participants to the Participation Agreements. The existing Participation Agreements expire on December 31, 2025.

Amendment No. 7 to the Participation Agreements does multiple things:

1. Supersedes the Participation Agreements in its entirety.
2. Extends the expiration date to December 31, 2050.
3. Outlines the method for establishing the allocations and sharing of the water.
4. Simplifies the water storage components.

The water cost is typically renegotiated every five years. Amendment No. 7 has updated per unit costs of water. The increase from the 2020 amendment is approximately 17%, or 3.25% annually. The new cost of water for the Yuba River Accords is:

1. Wet Year - \$75 per acre-foot
2. Above Normal Year - \$150 per acre-foot
3. Below Normal Year - \$225 per acre-foot
4. Dry Year - \$300 per acre-foot
5. Critical Year - \$450 per acre-foot
6. Consecutive Dry or Critical Year - \$525 per acre-foot

Historically, the water that SGPWA is offered from the Yuba River Accords is approximately 300 acre-feet in drier year types. The overall quantities are not expected to change with the proposed Amendment No. 7.

## **STRATEGIC PLAN NEXUS**

Amendment number 7 to the Yuba Accords Agreement helps advance various aspects of the Agency's Strategic Plan, including:

- Strategic Goal 1: Align with the current and future water landscape, supporting the region's long-term needs by diversifying the local supply portfolio and advancing water sustainability.
  - ✓ Objective 1 – Continue to participate in and facilitate local and state projects that increases water supply reliability, such as Sites Reservoir, Delta Conveyance, and other State Water Project facilities.
  - ✓ Objective 3 – Seek opportunities in the California water market to maximize the beneficial use of Agency water assets.
- Strategic Goal 2: Ensure a reliable delivery system that advances efficiency and resiliency.
  - ✓ Objective 5 – Pursue the strategic acquisition of water-related assets including water, facilities, or water rights, that align with the Agency's mission and provide long-term regional benefits by enhancing water supply reliability, operational flexibility, and resource sustainability.

## **FISCAL IMPACT**

The funds for Yuba water will come from the Debt Service Fund (the Red Bucket) and be charged to Purchased Water (line # 161). Any Yuba water expense has already been, and will continue to be, included in the budget for Purchased Water.

This amendment represents a 17% increase from the previous amendment, Amendment No. 6. The maximum charge for Yuba water in any year, assuming we receive the maximum available to us, would be 300 acre-feet (in drier years) multiplied by \$525 per acre-foot, for a maximum charge of \$157,000. This amount is a small percentage compared to this year's budgeted amount for Purchased Water of \$4.8 M, and even less when compared to our overall Debt Service Budget of \$37.7 M. If the Board approves this agreement, Yuba water will have only a very small budgetary impact.

## **ACTION**

Authorize the General Manager to execute Amendment No. 7 to the Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program Between the Department of Water Resources and the San Gorgonio Pass Water Agency, and to make any non-substantive changes necessary to complete the execution of the agreement.

## **ATTACHMENTS**

1. Amendment No. 7 to the Agreement for the Supply and Conveyance of Water By the Department of Water Resources of the State of California to the Participating State Water Project Contractors Under the Dry Year Water Purchase Program

State of California  
California Natural Resources Agency  
DEPARTMENT OF WATER RESOURCES

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AMENDMENT NO. 7  
TO  
AGREEMENT FOR THE SUPPLY AND CONVEYANCE OF WATER  
BY THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA  
UNDER THE DRY YEAR WATER PURCHASE PROGRAM  
BETWEEN  
THE DEPARTMENT OF WATER RESOURCES  
AND  
THE SAN GORGONIO PASS WATER AGENCY

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SWP #25-820

This AMENDMENT 7 (Amendment) to the “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program” (Participation Agreement) is entered into as of \_\_\_\_\_ between the Department of Water Resources of the State of California (DWR), pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, and the San Gorgonio Pass Water Agency, a public agency in the State of California, herein referred to as the “AGENCY.” DWR and the AGENCY are herein referred to separately as the “Party” and collectively as the “Parties.” Unless otherwise provided in this Amendment, the definitions in the Yuba Water Purchase Agreement, and the exhibits to that agreement shall apply to this Amendment.

## RECITALS

- A. The Yuba County Water Agency (Yuba) is engaged in the Yuba River Accord initiative (Yuba River Accord) to resolve issues associated with operation of the Yuba Project in a way that protects lower Yuba River fisheries and local water-supply reliability, while providing revenues for local flood control projects, water to use for protection and restoration of Sacramento-San Joaquin Delta (Delta) fisheries, and improvements in state-wide water supply management.
- B. The Yuba River Accord includes three major elements, all of which must be in place for the Yuba River Accord to become effective: (1) the Fisheries Agreement (dated November 3, 2007) to provide higher flows for fish in the lower Yuba River under certain conditions, (2) Conjunctive Use Agreements between Yuba and its Member Units for implementing a conjunctive use and water use efficiency program; and (3) the “Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources” dated December 4, 2007 (Yuba Water Purchase Agreement), as amended.
- C. Under the Yuba Water Purchase Agreement, Yuba makes surface water available for delivery and purchase by DWR, some of which is made available through substitution of groundwater for surface flows that would otherwise be used by its Member Units.
- D. In 2007 and 2008, 21 State Water Project (SWP) Contractors and the San Luis & Delta-Mendota Water Authority (Authority) entered into agreements with DWR for the purchase and delivery of the water made available under the Yuba Water Purchase Agreement (cumulatively referred to as the Participation Agreements). The Participating SWP Contractors and the Authority are jointly referred to as “Participating Contractors.” In 2014, two additional Participating SWP Contractors entered into Participation Agreements; and in 2020, one Participating SWP Contractor declined to renew the Participation Agreements. As of 2025, there are a total of 23 Participating Contractors.
- E. Since entering into the Participation Agreements, the Participating Contractors have approved Amendments 1 through 6.
- F. The Parties desire to extend the term and other provisions of this water supply and conveyance agreement whereby DWR will purchase water under the Yuba River Accord to make available for purchase by the Participating Contractors, including the AGENCY, through this Amendment 7.

Now, therefore, in accordance with the Recitals and in consideration of the terms and conditions herein, the Parties agree to the following:

## **1. DEFINITIONS**

When used in this Participation Agreement, the following definitions will apply:

**“Amendment”** means this Amendment 7 to this Participation Agreement.

**“Balanced Conditions”** mean the hydrologic condition of the Delta as defined in the November 24, 1986 “Agreement between the United States of America and the State of California for Coordinated Operations of the Central Valley Project and the State Water Project” (COA), as amended.

**“Banks Pumping Plant”** means a SWP facility in the south Delta owned and operated by DWR.

**“Carriage Water”** means the water losses due to increased Delta outflow necessary to maintain baseline Delta salinity conditions as determined by DWR and Reclamation, that are associated with Storage Component Water and Net Accrued Groundwater Substitution Component Water that is exported by the Projects.

**“Conference Year”** means a Water Year for which the North Yuba Index is less than 500,000 acre-feet, calculated according to the procedures and formulas set forth in Exhibits 4 and 5 of the Fisheries Agreement, and using the latest available forecasts for the Water Year.

**“Delivered Transfer Water”** means Released Transfer Water from Yuba that is accounted as being exported by the Projects, or contributing to exports, as described in Section 5 of Exhibit 1 of the Yuba Water Purchase Agreement.

**“Final Classification”** means the Water Year classification for the Sacramento Valley Index in the May issue of DWR’s Bulletin 120.

**“Fisheries Agreement”** means the agreement, which is part of the Yuba River Accord, among Yuba, the California Department of Fish and Game (now known as Department of Fish and Wildlife), and other parties, under which Yuba operates the Yuba Project to provide higher flows in the lower Yuba River under certain conditions to improve fisheries protection.

**“Management Committee”** means the committee, consisting of one representative each from Yuba, DWR, and Participating Contractors, established under Section 12 (“Technical Committee and Management Committee”) of the Yuba Water Purchase Agreement.

**“Member Unit”** means a “Member Unit” as defined in Section 2(g) of the 1959 Yuba County Water Agency Act.

**“Net Accrued Groundwater Substitution Component Water”** is the net amount of water resulting from Yuba’s groundwater substitution pumping program that is made available to the Participating Contractors. The Net Accrued Groundwater Substitution Component Water will be released and delivered by Yuba to DWR in accordance with the Yuba Water Purchase Agreement.

**“Participating Contractors”** means all SWP Contractors and the Authority that have executed an agreement with DWR to purchase water originating from the Yuba Water Purchase Agreement.

**“Participating SWP Contractors”** means all Participating Contractors that are also SWP contractors.

**“Participation Agreement”** means the December 21, 2007 “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program” as amended.

**“Projects”** means the State Water Project (SWP) and the Central Valley Project (CVP).

**“Purchased Water”** means the supply of Storage Component Water and Net Accrued Groundwater Substitution Component Water that has been delivered by Yuba to DWR and is accounted for as Delivered Transfer Water in the manner set forth in Exhibit 1 (“Scheduling and Accounting Principles”) of the Yuba Water Purchase Agreement. Purchased Water includes Carriage Water, water used as Delta outflow when the Export/Inflow ratio is controlling in the time period of July 1 through January 31 pursuant to the Revised Water Right Decision 1641, evaporation, and other losses assessed by DWR.

**“Released Transfer Water”** means the average daily flows measured at the Marysville Gage that are greater than the Baseline Flows and is further described in Section 4.2 of Exhibit 1 of the Yuba Water Purchase Agreement.

**“Storage Component Water”** means the water supplies available to DWR pursuant to Section 6 of the Yuba Water Purchase Agreement.

**“SWP Long-Term Water Supply Contract”** means the long-term water supply contract between the Parties, as amended.

**“Technical Committee”** means the committee, consisting of technical representatives from Yuba, DWR, and Participating Contractors, established under Section 12 (“Technical Committee and Management Committee”) of the Yuba Water Purchase Agreement.

**“Third Party”** means an agency, entity or individual other than DWR, a Participating Contractor, a Member Unit, customer, landowner, or any other entity within the boundaries of a Participating Contractor, as defined in Section 9 (“Right of Yuba to Transfer Certain Quantities of Water to a Third Party”) of the Yuba Water Purchase Agreement.

**“Third-Party Transfer”** means a water transfer from Yuba to a Third Party as defined in Section 9 (“Right of Yuba to Transfer Certain Quantities of Water to a Third Party”) of the Yuba Water Purchase Agreement.

**“Water Accounting Year”** means the twelve-month period commencing January 1 through December 31.

**“Water Year”** means the twelve-month period from October 1 of one year through September 30 of the following year. For this Participation Agreement, each Water Year will be classified: (1) as "Wet," "Above Normal," "Below Normal," "Dry" or "Critical," based on the Sacramento Valley Water Year Hydrologic Classification in Figure 1 on page 188 of the State Water Resources Control Board's March 15, 2000, Revised Water-Right Decision 1641; or (2) as a "Conference Year."

**“Yuba Project”** means the Yuba River Development Project, including New Bullards Bar Dam and Reservoir on the North Yuba River.

**“Yuba River Accord”** means Yuba’s initiative as described in Recitals A and B of this Participation Agreement.

**“Yuba Water Purchase Agreement”** means the Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources, which is attached hereto as Attachment A, and as amended.

## **2. EFFECT OF THIS AMENDMENT**

After December 31, 2025, this Amendment supersedes the Participation Agreement in its entirety.

## **3. TERM OF PARTICIPATION AGREEMENT**

- A. This Participation Agreement will become effective upon execution by the Parties and will terminate on December 31, 2050.
- B. The Parties may terminate this Participation Agreement on December 31, 2030, if the Parties fail to amend this Participation Agreement pursuant to Section 4.B.3 as necessary to address amendments made to the Yuba Water Purchase Agreement regarding the quantity and pricing of water pursuant to Section 10 thereof.
- C. This Participation Agreement will remain in effect beyond the termination dates set forth above to the extent required to enable the Parties to satisfy all obligations then existing or outstanding.

## **4. PURCHASED WATER**

- A. **METHODS FOR ESTABLISHING ALLOCATIONS AND SHARING OF WATER**
  1. DWR will make available to the Participating SWP Contractors, as a group, 50% of the following types of water: Storage Component Water and Net Accrued Groundwater Substitution Component Water.
  2. DWR will make available to the Participating SWP Contractors, and the Participating SWP Contractors may accept and purchase, Storage Component Water and Net Accrued Groundwater Substitution Component Water that is made available to the Authority, if the Authority elects to not take said water.
  3. All water made available to the Participating SWP Contractors shall be allocated among the Participating SWP Contractors as follows:
    - a) DWR will allocate to the AGENCY its share of water that is made available to the Participating SWP Contractors based on the AGENCY'S maximum Table A amount in its SWP Long-Term Water Supply Contract

as a proportion of the total Table A amounts provided under the Long-Term Water Supply Contracts of the Participating SWP Contractors.

- b) If any Participating SWP Contractor does not request some or any of its share of the water, the remaining Participating SWP Contractors have the first right to that water, and DWR will allocate that water among them, but excluding from the calculation the maximum Table A amount of the Participating SWP Contractors not requesting their full allocation.
- c) The above process will repeat until all water is allocated to all Participating SWP Contractors that requested Purchased Water.

4. DWR will offer to the Authority any Storage Component Water and Net Accrued Groundwater Substitution Component Water made available pursuant to this Section and remaining unrequested water after completing the above allocation process.
5. For Storage Component Water, if the AGENCY does not take some or all of the water made available to it after the May 22 initial allocation, DWR will make that water available first to the other Participating SWP Contractors and then to the Authority. If that water is not purchased by the Participating SWP Contractors or the Authority, then the AGENCY will be required to purchase the remaining amount.

## B. TYPES AND PRICES OF PURCHASED WATER

### 1. STORAGE COMPONENT WATER

- a) For Storage Component Water that is accounted for as Purchased Water and made available to the AGENCY from January 1, 2026 through December 31, 2030, the AGENCY will pay:
  - i) Wet Year. \$75 per acre-foot in a Final Classification Wet Water Year.
  - ii) Above Normal Year. \$150 per acre-foot in a Final Classification Above Normal Water Year.
  - iii) Below Normal Year. \$225 per acre-foot in a Final Classification Below Normal Water Year.

- iv) Dry Year. \$300 per acre-foot in a Final Classification Dry Water Year (except as provided in subsection vi, below).
- v) Critical Year. \$450 per acre-foot in a Final Classification Critical Water Year (except as provided in subsection vi, below).
- vi) Consecutive Dry or Critical Years. \$525 per acre-foot in two or more consecutive years with either a Final Classification of Dry or Critical Water Years.

b) Specified quantities of Storage Component Water in Dry and Critical Years (previously known as Component 2 Water) are subject to a price reduction. In 2004 during development of the Yuba River Accord, the Participating Contractors identified quantities of water they believed that the SWP and CVP would have received in Dry and Critical Years from the Yuba Project if alternative regulatory conditions of D-1644 had gone into effect (i.e., the long-term flow requirements). To address this concern, DWR and Yuba agreed to discount pricing for a portion of the Storage Component Water delivered in these year types. As a result, the price for such discounted Storage Component Water in Dry and Critical Water Years is 80% of the price of Storage Component Water agreed to by the Parties for the following quantities.

- i) In any Water Year that has a Final Classification as Dry, the first 15,000 acre-feet of Storage Component Water; and
- ii) In any Water Year that has a Final Classification as Critical, the first 30,000 acre-feet of Storage Component Water.

2. NET ACCRUED GROUNDWATER SUBSTITUTION COMPONENT WATER

The following provisions shall apply to Net Accrued Groundwater Substitution Component Water made available by Yuba, through DWR, to the AGENCY beginning on January 1, 2016 and continuing through the term of this Participation Agreement.

- a) Except as otherwise provided herein, Net Accrued Groundwater Substitution Component Water will be accounted for in accordance with the provisions of the Yuba Water Purchase Agreement.

- b) In every year within the term of this Participation Agreement when one or more Participating Contractors desire to purchase Net Accrued Groundwater Substitution Component Water from Yuba through DWR, the Management Committee representatives of DWR, Yuba, and the Participating Contractors will convene by February 15 and conclude by March 31 to negotiate the price per acre-foot of Net Accrued Groundwater Substitution Component Water, any provisions for the Delta export priority for such water, and any other terms applicable to the transfer of Net Accrued Groundwater Substitution Component Water. If necessary, the dates herein may be adjusted if approved in writing by Yuba and DWR with written notice to the AGENCY.
- c) In every Water Accounting Year when: (1) one or more Participating Contractors desire to purchase Net Accrued Groundwater Substitution Component Water; (2) the annual negotiations referenced in Section 4.B.2.b have reached a successful conclusion calling for the purchase of such water that year; (3) the Management Committee representatives have agreed as to the terms of, and each of these representatives has recommended in writing said terms and the approval of, a letter agreement between Yuba and DWR establishing the price per acre-foot and any modified terms that will be applicable to the Net Accrued Groundwater Substitution Component Water for that Water Accounting Year; and (4) DWR and Yuba have executed said letter agreement, DWR will offer in writing to the AGENCY the opportunity to purchase Net Accrued Groundwater Substitution Component Water at the price and terms as provided in the letter agreement between DWR and Yuba.

### **3. POSSIBLE FUTURE ADJUSTMENTS TO QUANTITIES**

If the provisions of Section 10 or 20 of the Yuba Water Purchase Agreement require changes to the quantity of water available therein, the Parties agree that amendment of this Participation Agreement for such purposes will be a condition precedent of any amendment of the Yuba Water Purchase Agreement pursuant to Section 10 or 20 thereof. The Parties agree to meet and negotiate in good faith potential changes to this Participation Agreement.

#### **4. PRICE FOR FALL DELIVERED WATER**

Storage Component Water and Net Accrued Groundwater Substitution Component Water that is accounted as Delivered Transfer Water in the months of October and November will be priced using the determination of Water Year that was in effect before September 30 of that year.

#### **C. THIRD-PARTY TRANSFERS PURSUANT TO SECTION 9 OF THE YUBA WATER PURCHASE AGREEMENT**

The Yuba Water Purchase Agreement provides for the sale of water to Third Parties under the terms outlined in Section 9 (“Right of Yuba to Transfer Certain Quantities of Water to a Third Party”) of the Yuba Water Purchase Agreement. So long as a Third-Party Transfer is carried out consistent with the accounting provisions of Exhibit 1 for Released Transfer Water during Balanced Conditions in the Yuba Water Purchase Agreement, the AGENCY will not object based on the use of the transfer water accounting provisions of Exhibit 1 to such a transfer as not protective of DWR and the AGENCY as legal users of water during the time the AGENCY remains a Participating Contractor. The AGENCY also agrees that, as a Participating Contractor, it will not purchase water directly from Yuba other than through the Yuba Water Purchase Agreement.

#### **5. REQUESTS, SCHEDULING, CONVEYANCE, AND STORAGE**

Scheduling and conveyance of Purchased Water will be dependent on factors like releases by Yuba (including the flow schedule for the lower Yuba River as provided for in the Fisheries Agreement, the North Yuba Index, or the Yuba River Index), capacity of CVP and SWP facilities, and Bay-Delta conditions. To meet the goals of Section 7, the AGENCY may modify the requests in writing and DWR may update the allocation of Purchased Water without amending this Participation Agreement.

##### **A. REQUESTS FOR STORAGE COMPONENT WATER**

1. On or about April 11 of each Water Accounting Year, DWR will inform the AGENCY of the potential quantity of Storage Component Water that is available to the AGENCY.
2. On or before April 18, the AGENCY will submit an initial request to DWR for Storage Component Water.

3. On or about May 22, DWR will notify the AGENCY of the quantity of Storage Component Water to be allocated to the AGENCY pursuant to Section 5.A. DWR will continue to update the allocation to reflect the latest conditions.
4. In the event that Yuba wishes to conduct the First Type of Third-Party Transfer (as described in the Yuba Water Purchase Agreement) in the months of July through November during Balanced Conditions, and Yuba notifies DWR to not back a specified quantity of Released Transfer Water into Project storage, DWR will notify the AGENCY within 5 business days after Yuba issued the notice and provide an opportunity for the AGENCY to guarantee purchase of that portion of such water allocated to the AGENCY in accordance with Section 4.A at the current year pricing regardless of whether it becomes Delivered Transfer Water. Such water, when stored in Project storage, will be released in a subsequent year to the AGENCY provided it was stored in Project storage and not spilled by flood control releases before its scheduled release. The AGENCY will pay for this allocated amount at the current year pricing regardless of whether it becomes Delivered Transfer Water in the current year.

**B. REQUESTS FOR NET ACCRUED GROUNDWATER SUBSTITUTION COMPONENT WATER**

1. On or about April 1 of each Water Accounting Year, DWR will notify the AGENCY of the quantity of Net Accrued Groundwater Substitution Component Water that Yuba will make available and the terms of such water, including the price per acre-foot, and any other applicable terms.
2. On or before April 11, the AGENCY will submit an initial request to DWR for the amount of Net Accrued Groundwater Substitution Component Water.
3. On or before May 14, the AGENCY may adjust the requested quantity of Net Accrued Groundwater Substitution Component Water.
4. On or before May 14, the AGENCY will commit to the final quantity of Net Accrued Groundwater Substitution Component Water to be purchased during the Water Accounting Year, but such amount will not be less than the actual amount of Net Accrued Groundwater Substitution Component Water made available between April 1 and May 15 in accordance with the accounting provisions for Net Accrued Groundwater Substitution

Component Water set forth in Exhibit 1 of the Yuba Water Purchase Agreement.

5. On or about May 22, DWR will notify the AGENCY of the final quantity of Net Accrued Groundwater Substitution Component Water to be allocated to the AGENCY.
6. DWR will provide Yuba not less than 72-hours' notification for suspension or termination of groundwater pumping due to limitations on the ability to divert the Net Accrued Groundwater Substitution Component Water. In the event of such suspension or termination, the AGENCY will pay for its allocated quantity of Net Accrued Groundwater Substitution Component Water, including the amount incurred through the 72-hour notification period irrespective of whether DWR was able to divert the Net Accrued Groundwater Substitution Component Water.
7. The Parties acknowledge that Section 5.1.8 of the Yuba Accord Fisheries Agreement allows the River Management Team to schedule the release of a portion of Net Accrued Groundwater Substitution Component Water at a time when it might not be transferable. The AGENCY will not be required to pay for any portion of Net Accrued Groundwater Substitution Component Water that is released under Section 5.1.8 to the extent that it is not transferable under the accounting provisions set forth in Exhibit 1 of the Yuba Water Purchase Agreement.
8. The final allocated Net Accrued Groundwater Substitution Component Water can be reduced if Yuba Member Units pump less than the quantity in letter agreement between Yuba and DWR. The AGENCY will not be required to pay for this reduction.
9. If necessary, the dates herein may be adjusted if approved in writing by Yuba and DWR with written notice to the AGENCY.

C. SCHEDULING

1. The AGENCY shall submit monthly water delivery schedules and revised monthly schedules, if any, for approval to the Division of Operation and Maintenance, Office of the Division Manager, Water Deliveries Reporting Unit, indicating timing and point of delivery requested under this Agreement

with reference to SWP #25-820. Monthly and revised schedules shall be sent by electronic mail to [SWP-SWDS@water.ca.gov](mailto:SWP-SWDS@water.ca.gov).

2. The AGENCY shall submit weekly water delivery schedules that indicate timing and point of delivery requested with reference to SWP #25-820, by electronic mail by 10:00 am, Wednesday, for Monday through Sunday of next week to the following:
  - a) Water Delivery Scheduling  
[Water\\_deliv\\_sched@water.ca.gov](mailto:Water_deliv_sched@water.ca.gov)
  - b) Power Management and Optimization Section  
[POCOptimization@water.ca.gov](mailto:POCOptimization@water.ca.gov)
  - c) Day-Ahead Scheduling Unit  
[Presched@water.ca.gov](mailto:Presched@water.ca.gov)
  - d) Water Operations Scheduling Section  
[WOSS@water.ca.gov](mailto:WOSS@water.ca.gov)

#### **D. CONVEYANCE**

1. Purchased Water is subject to deduction of Carriage Water and other losses assessed by DWR. The conveyance of the remaining Purchased Water to the AGENCY's turnouts from the SWP Delta facilities is subject to the terms and conditions of this Participation Agreement, Article 55 of the AGENCY's SWP Long-Term Water Supply Contract, and applicable laws. Use of Purchased Water under this Participation Agreement shall be restricted to the AGENCY's service area inside SWP place of use. Delivery priorities shall be determined in accordance with Article 12(f) of the AGENCY's SWP Long-Term Water Supply Contract, with Purchased Water being classified as non-project water.
2. The AGENCY shall be responsible for, and shall bear all risks for, all conveyance losses and other water losses, if applicable. DWR shall deduct any losses, as determined by DWR, from the amount of Purchased Water.
3. In the event that further adjustments are required, including if final Carriage Water value differs from the initial estimate, DWR may, after consulting with the AGENCY, reclassify the AGENCY's Table A water to address any discrepancies.

#### **E. STORAGE**

The storage of Purchased Water under this Participation Agreement is subject to the terms and conditions of this Participation Agreement, Article 56(c) of the AGENCY's SWP Long-Term Water Supply Contract, and applicable laws. AGENCY acknowledges that DWR solely determines the available storage capacity and such storage may not interfere with SWP operations or other SWP Contractor's contractual rights. DWR will notify AGENCY of the risk of loss of the stored Purchased Water as soon as practicable. AGENCY acknowledges that stored Purchased Water is subject to spill, actual or theoretical, as determined by DWR. No power credit will accrue to AGENCY for storage of Purchased Water.

#### **6. INVOICING AND PAYMENTS**

DWR will invoice the AGENCY and the AGENCY will submit payment to DWR based on each invoice as provided below.

##### **A. INVOICING FOR PURCHASED WATER**

1. **Initial Storage Component Water Invoice:** On or about May 22 (or within 10 business days of the date that DWR receives an invoice from Yuba), DWR will invoice the AGENCY for 50% of the estimated amount of Storage Component Water allocated to the AGENCY.
2. **Initial Net Accrued Groundwater Substitution Component Water Invoice:** On or about May 22 (or within 10 business days of the date that DWR receives an invoice from Yuba) DWR will invoice the AGENCY for 50% of the amount of Net Accrued Groundwater Substitution Component Water allocated to the AGENCY.
3. **Second Net Accrued Groundwater Substitution Component Water Invoice:** On or about August 30 (or within 10 business days of the date that DWR receives an invoice from Yuba) DWR will invoice the AGENCY for 40% of the allocated Net Accrued Groundwater Substitution Component Water allocated to the AGENCY.
4. **Final Invoice for Purchased Water:** On January 17 of the next calendar year (or within 10 business days of the date that DWR receives an invoice from Yuba), DWR will invoice the AGENCY for the remaining unpaid cost for Purchased Water.

## **B. INVOICE FOR CONVEYANCE COSTS**

DWR will invoice the AGENCY monthly for conveyance charges in accordance with Article 55 of the SWP Long-Term Water Supply contract. Specifically, the AGENCY shall pay the power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the conveyance of such water from the Delta for the year in which the Purchased Water is conveyed.

## **C. PAYMENTS FOR COSTS ATTRIBUTABLE TO YUBA WATER PURCHASE AGREEMENT**

The Parties agree that costs DWR is obligated to pay Yuba pursuant to the Yuba Water Purchase Agreement, and that have not been identified by this Participation Agreement, will be an obligation of the Participating Contractors. If necessary, the Parties will amend this Participation Agreement to provide for invoicing and payment of such costs if not provided for herein.

## **D. PAYMENT TERMS AND CONDITIONS**

1. The AGENCY will pay DWR within 31 days after receiving an invoice.
2. DWR will assess on the AGENCY a 1% interest rate per month from the due date until paid in full.
3. If the AGENCY disputes an invoice, the AGENCY will still pay the full invoiced amount. The AGENCY will submit a notice to DWR identifying the dispute within 31 days of receipt of the invoice. Within 21 days after DWR receives the notice, the Parties will meet and, if appropriate, obtain assistance from the Technical Committee and Management Committee to resolve the dispute. If the Parties find that the AGENCY overpaid, DWR will apply a credit on the next invoice. If there is no resolution, the Parties will follow the dispute resolution process in Section 11.
4. Invoices will itemize any prior payments and credits, and the total due, less any additional credits.

## **7. EFFORTS TO MAXIMIZE THE BENEFICIAL USE OF WATER**

DWR will use all reasonable efforts to maximize the amount of Purchased Water available to the Participating Contractors. Those efforts will include, but are not limited to fully exercising its rights and obligations under the Yuba Water Purchase Agreement,

coordinating with Reclamation on the operations of the SWP and CVP, and storing water in SWP facilities when Delta pumping is constrained, as provided in the Yuba Water Purchase Agreement.

## **8. MEMBERSHIP ON COMMITTEES**

DWR agrees that a representative of the Participating Contractors will be a member of the Management Committee and Technical Committee.

## **9. CONFERENCE YEAR PRINCIPLES**

During any Conference Year, DWR will meet with Yuba and the other parties to the Fisheries Agreement and the Conjunctive Use Agreements to: (1) determine how to address the circumstances, and (2) discuss the operation of the Yuba Project during that Water Accounting Year.

## **10. LIABILITY**

- A. DWR will not assert that the AGENCY, its directors, officers, agents or employees, are liable for damages of any nature whatsoever arising out of any actions or omissions by DWR, its Director, officers, agents or employees, related to DWR's performance of this Participation Agreement, where such liability is caused by an act, error or omission of DWR, its Director, officers, agents or employees.
- B. The AGENCY will not assert that DWR, its Director, officers, agents or employees, are liable for damages of any nature whatsoever arising out of any actions or omissions by the AGENCY, its directors, officers, agents or employees, related to the AGENCY's performance of this Participation Agreement, where such liability is caused by an act, error or omission of the AGENCY, its director, officers, agents or employees.
- C. To the extent permitted by California law, the AGENCY will indemnify, defend and hold DWR, its Director, officers, agents and its employees safe and harmless from any and all, claims, judgments, damages, penalties, costs, liabilities and losses (including without limitation, sums paid in settlement of claims, actual attorney's fees paralegal fees, consultant fees, engineering fees, expert fees, and any other professional fees) that arise from or are related in any way to the AGENCY's activities or performance under this Participation Agreement that are under the exclusive control of the AGENCY, including but

not limited to the release, conveyance, use or distribution of water by the AGENCY for purposes of this Participation Agreement.

D. To the extent permitted by California law, DWR will indemnify, defend and hold the AGENCY, its directors, officers, agents and its employees safe and harmless from any and all, claims, judgments, damages, penalties, costs, liabilities and losses (including without limitation, sums paid in settlement of claims, actual attorney's fees, paralegal fees, consultant fees, engineering fees, expert fees, and any other professional fees) that arise from or are related in any way to DWR's activities or performance under this Participation Agreement that are under the exclusive control of DWR, including but not limited to the release, conveyance, use or distribution of water by DWR for purposes of this Participation Agreement.

## **11. DISPUTE RESOLUTION**

A. Should any material disputes arise concerning any provision of this Participation Agreement, or the rights and obligations of the Parties hereunder, including those involving possible termination or those that might cause the initiation of any administrative or judicial proceeding to enforce or interpret this Participation Agreement, the Party that believes a dispute exists will notify the other Party, and the Parties will promptly meet and confer to attempt to resolve the perceived dispute.

B. If the process described in the preceding subsection fails to resolve the dispute within 30 days, the Parties will submit the dispute to a mediator who has experience in water-related disputes. The costs of any such mediation will be borne equally by the Parties. Initiation of this mediation process will be through written notice by one Party to the other Party. The Parties reserve all of their other remedies that may be provided by law or equity in the event that such mediation fails to resolve a dispute. The Parties, in consultation with the mediator, will use their best efforts to resolve the dispute within 30 days. Under no circumstances, however, will mediation under this Section result in a requirement that diminishes, limits or contravenes the discretion, authority or any delegated authority of the Director of DWR or the AGENCY under State law.

C. If mediation fails to resolve the dispute, and prior to commencing any legal action to resolve the dispute, the Party proposing to commence legal action will provide the other Party 30 days' written notice of such action, provided that

such notice will not be required where a delay in commencing an action would prejudice the interests of the Party that intends to file suit. During the 30-day notice period, the Parties will continue to attempt to resolve the dispute.

## **12. NOT A PRECEDENT**

The terms and conditions set forth in this Participation Agreement are not intended to set a precedent for any future contractual arrangements for conveying non-SWP water by DWR to the AGENCY.

## **13. PAYMENTS, NOTICES, OR OTHER COMMUNICATIONS**

The time for providing any payments, notices, or other communications specified in this Participation Agreement may be extended within the term of this Participation Agreement with the consent of the Parties, confirmed in writing, without requiring an amendment to this Participation Agreement. All payments, notices, or other communications required under this Participation Agreement will be in writing, and will be deemed to have been duly given upon the date of service, if: (a) served personally on the Party to whom notice is to be given; (b) sent by electronic mail, and the Party to whom notice is to be given confirms receipt; or (c) on the third day after mailing, if mailed to the Party to whom payment, notice or other communication is directed, by first-class mail, postage prepaid, and properly addressed to the designated representatives of the Party set forth below.

DWR:

Assistant Division Manager of Water Management  
Department of Water Resources  
P.O. Box 942836  
Sacramento, CA 94236-0001  
cc: [swpwatertransfers@water.ca.gov](mailto:swpwatertransfers@water.ca.gov)

AGENCY:

Lance Eckhart, General Manager  
San Gorgonio Pass Water Agency  
1210 Beaumont Ave  
Beaumont, CA 92223

A Party may notify the other Party in writing of a change in its designated representatives, without requiring an amendment to this Participation Agreement. When

requested, unless otherwise specified in this Participation Agreement, DWR will provide to the AGENCY copies of any and all communications it sends or receives pursuant to the terms of the Yuba Water Purchase Agreement. These communications will be shared as soon as possible, but not later than 14 days after DWR receives, or sends, such communications to Yuba, the Authority, and/or other Participating SWP Contractors.

#### **14. SIGNATORIES' AUTHORITY**

The signatories to this Participation Agreement represent that they have authority to execute this Participation Agreement and to bind the Party on whose behalf they execute this Participation Agreement.

The Parties agree that this Participation Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. All Parties will receive an executed copy of this Agreement via DocuSign after all Parties have signed.

#### **15. COUNTERPARTS OF THIS PARTICIPATION AGREEMENT**

This Participation Agreement may be signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to one and the same instrument. This Participation Agreement, if executed in counterparts, will be valid and binding on a Party as if fully executed all in one copy.

#### **16. BINDING ON SUCCESSORS/ASSIGNMENT**

This Participation Agreement will bind and inure to the benefit of the respective successors and assigns of the Party, except that, none of the obligations of the Parties set forth in this Participation Agreement will be assigned without the prior, written approval of the other Party, which approval will not unreasonably be withheld.

#### **17. NO THIRD-PARTY BENEFICIARIES**

This Participation Agreement will not be construed to create any third-party beneficiaries, except as set forth in this section. This Participation Agreement is for the sole benefit of the Parties, their respective successors and assigns, and no other person or entity will be entitled to rely on or receive any benefit from this Participation Agreement or any of its terms.

## **18. AMENDMENTS**

- A. This Participation Agreement may be amended or modified only by written agreement approved and executed by the Parties.
- B. Prior to any amendment of this Participation Agreement, the Parties will meet and confer with the other Participating SWP Contractors and the Authority. The Parties will not agree to any amendment to this Participation Agreement that would adversely affect the rights and obligations of the Participating SWP Contractors under each of their respective "Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the Participating SWP Contractors under the Dry Year Water Purchase Program" or the Authority under its "Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the San Luis & Delta-Mendota Water Authority under the Dry Year Water Purchase Program."
- C. Prior to any amendment of any "Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the Participating SWP Contractors Under the Dry Year Water Purchase Program", DWR will meet and confer with the AGENCY. DWR will not agree to any amendments to any "Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the Participating SWP Contractors Under the Dry Year Water Purchase Program" or the "Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the San Luis & Delta-Mendota Water Authority under the Dry Year Water Purchase Program" that would adversely affect the rights and obligations under this Participation Agreement.
- D. DWR will meet and confer with the AGENCY, the other Participating SWP Contractors and the Authority before agreeing to any proposed changes, amendments, or supplements to the Yuba Water Purchase Agreement. DWR will not agree to any changes, amendments, or supplements to the Yuba Water Purchase Agreement or its Exhibits that would be inconsistent with or adversely affect the Parties' rights and obligations under this Participation Agreement, any other "Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the Participating SWP Contractors Under the Dry Year Water Purchase Program" or under the "Agreement for the Supply and Conveyance of Water by the Department of

Water Resources of the State of California to the San Luis & Delta-Mendota Water Authority under the Dry Year Water Purchase Program."

## **19. OPINIONS AND DETERMINATIONS**

Where the terms of this Participation Agreement provide for action to be based upon the opinion, determination, approval or review of either Party, such terms are not intended to be, and will not be construed as permitting such actions to be arbitrary, capricious or unreasonable. Any opinion, determination, approval or review required of a Party under this Participation Agreement will be provided in a timely manner.

## **20. REASONABLE COOPERATION**

The Parties will reasonably cooperate with each other, including the execution of all necessary documents and providing assistance in obtaining approvals and permits from regulatory agencies required to perform the obligations under this Participation Agreement and to carry out the purpose and intent of this Participation Agreement.

## **21. CONSTRUCTION AND INTERPRETATION**

This Participation Agreement is entered into freely and voluntarily. This Participation Agreement has been arrived at through negotiation, and each Party has had a full and fair opportunity to revise the terms of this Participation Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Participation Agreement.

## **22. COMPLETE CONTRACT**

This Participation Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Participation Agreement among the Parties concerning the subject matter, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Participation Agreement, except as to those other agreements that are expressly referred to in this Participation Agreement.

## **23. DETERMINATION OF UNENFORCEABLE PROVISIONS**

If any term or provision of this Participation Agreement is deemed invalid or unenforceable by any court of final jurisdiction, the Parties will meet and attempt to address this situation pursuant to the provisions of Section 11 of this Participation Agreement.

**24. WAIVER**

The waiver at any time by a Party of its rights with respect to a default or other matter arising in connection with this Participation Agreement will not be deemed a waiver with respect to any other default or matter.

**25. TIME**

Time is of the essence in this Participation Agreement. Any date specified in this Participation Agreement may be changed with the written consent of the Parties.

**26. APPLICABLE LAW**

This Participation Agreement will be construed under and will be deemed to be governed by the laws of the State of California.

**27. VENUE**

Any appropriate County under California law will be venue for any state court litigation concerning the enforcement or interpretation of this Participation Agreement.

**28. REMEDIES NOT EXCLUSIVE**

The remedies provided in this Participation Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by the Party of any remedy under this Participation Agreement will be without prejudice to the enforcement of any other remedy.

**29. OFFICIALS NOT TO BENEFIT**

No member or delegate to Congress, Resident Commissioner, or Federal or State official will be admitted to any share or part of this Participation Agreement or to any benefit that may arise therefrom.

**30. STANDARD CLAUSES**

With respect to the mutual obligations of the Parties under this Participation Agreement, the Parties will comply with the Standard Clauses as shown on Attachment B ("State of California Standard Clauses") to this Participation Agreement for the State of California, Contracts with Public Entities.

**31. ATTACHMENTS INCORPORATED**

Each attachment to which reference is made is deemed incorporated in this Participation Agreement, whether or not actually attached.

DRAFT

**IN WITNESS WHEREOF**, the Parties hereto, by their authorized representatives, have executed this Participation Agreement on the last date set forth below.

Approved as to legal form  
and sufficiency:

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Ann Carroll  
General Counsel

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Date

Approved as to legal form  
and sufficiency:

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Name  
Counsel

---

Date

STATE OF CALIFORNIA DEPARTMENT  
OF WATER RESOURCES

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Karla Nemeth  
Director

---

Date

SAN GORGONIO PASS WATER  
AGENCY

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Lance Eckhart  
General Manager

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Date

**ATTACHMENTS:**

Attachment A: Amendment 8 to the Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources

Attachment B: DWR Standard Clauses

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**ATTACHMENT A**

AMENDMENT 8 TO THE AGREEMENT FOR THE LONG-TERM PURCHASE OF  
WATER FROM YUBA COUNTY WATER AGENCY BY THE DEPARTMENT OF  
WATER RESOURCES

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**ATTACHMENT B**

**DEPARTMENT OF WATER RESOURCES STANDARD CLAUSES  
FOR  
AGREEMENT FOR THE SUPPLY AND CONVEYANCE OF WATER  
BY THE DEPARTMENT OF WATER RESOURCES  
OF THE STATE OF CALIFORNIA  
TO THE AGENCY  
UNDER  
THE DRY YEAR WATER PURCHASE PROGRAM**

**Worker's Compensation Clause.** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).

**Nondiscrimination Clause.** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to

labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**Compliance with Laws, Regulations, Permit Requirements.** Contractor shall at all times comply with, and require its contractors and subcontractors to comply with, all applicable federal and State laws, rules and regulations, permits and all applicable local ordinances, specifically including but not limited to environmental, procurement and safety laws, rules, regulations, permits and ordinances.

**Availability of Funds.** Work to be performed under this contract is subject to the availability of funds through the State's normal budget process.

**Audit Clause.** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

**Compensation.** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**Drug-Free Workplace Certification.** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**Americans with Disabilities Act.** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**Conflict of Interest.** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the

employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

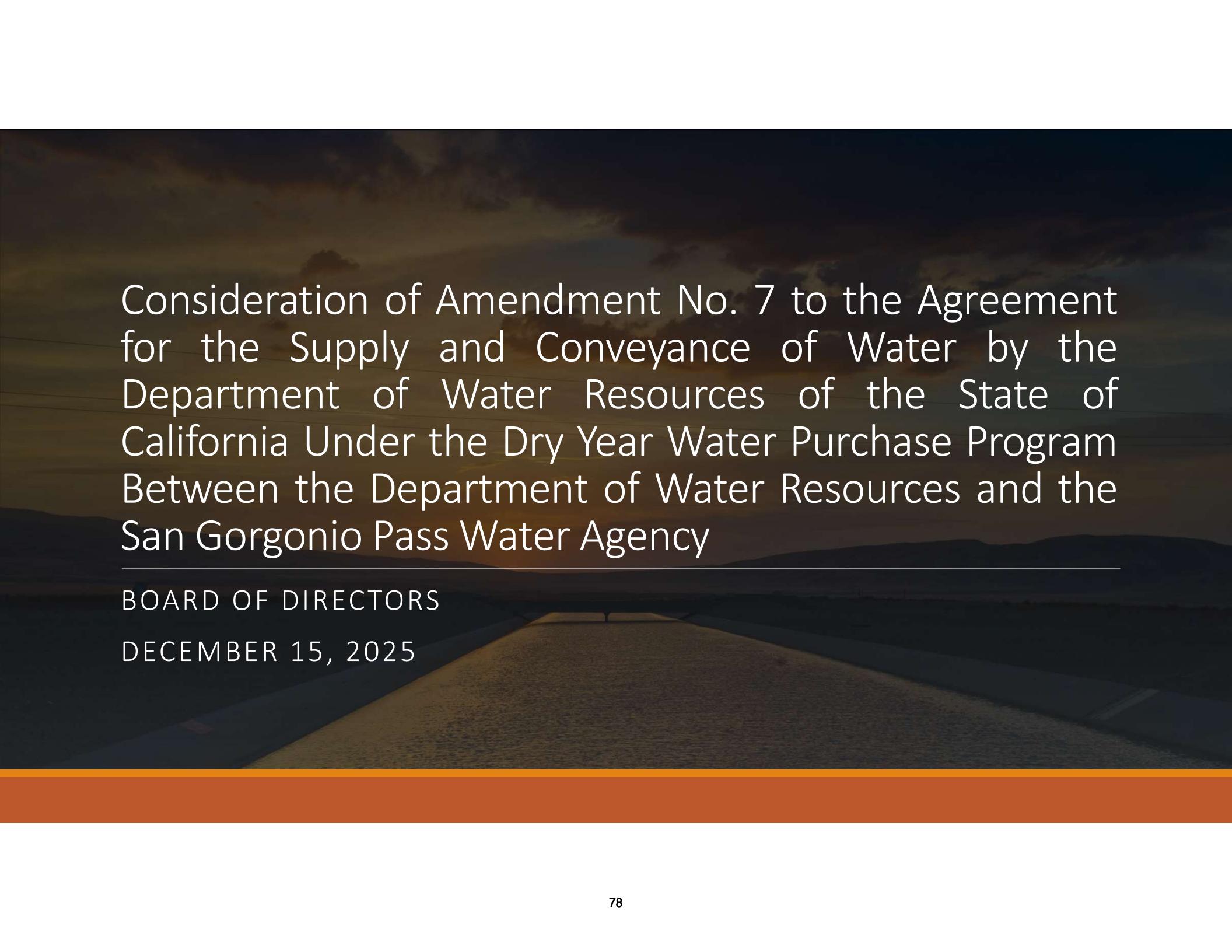
**Child Support Compliance Act.** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**Air or Water Pollution Violation.** Under the State laws, the Contractor shall not be: 1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; 2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) finally determined to be in violation of federal law relating to air or water pollution.

**Recycling Certification.** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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# Consideration of Amendment No. 7 to the Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program Between the Department of Water Resources and the San Gorgonio Pass Water Agency

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BOARD OF DIRECTORS

DECEMBER 15, 2025

## The Water Supply Contract allows for DWR to acquire water on behalf of participating Contractors



DWR operates a Dry Year Water Program where they purchase water from entities that have available water



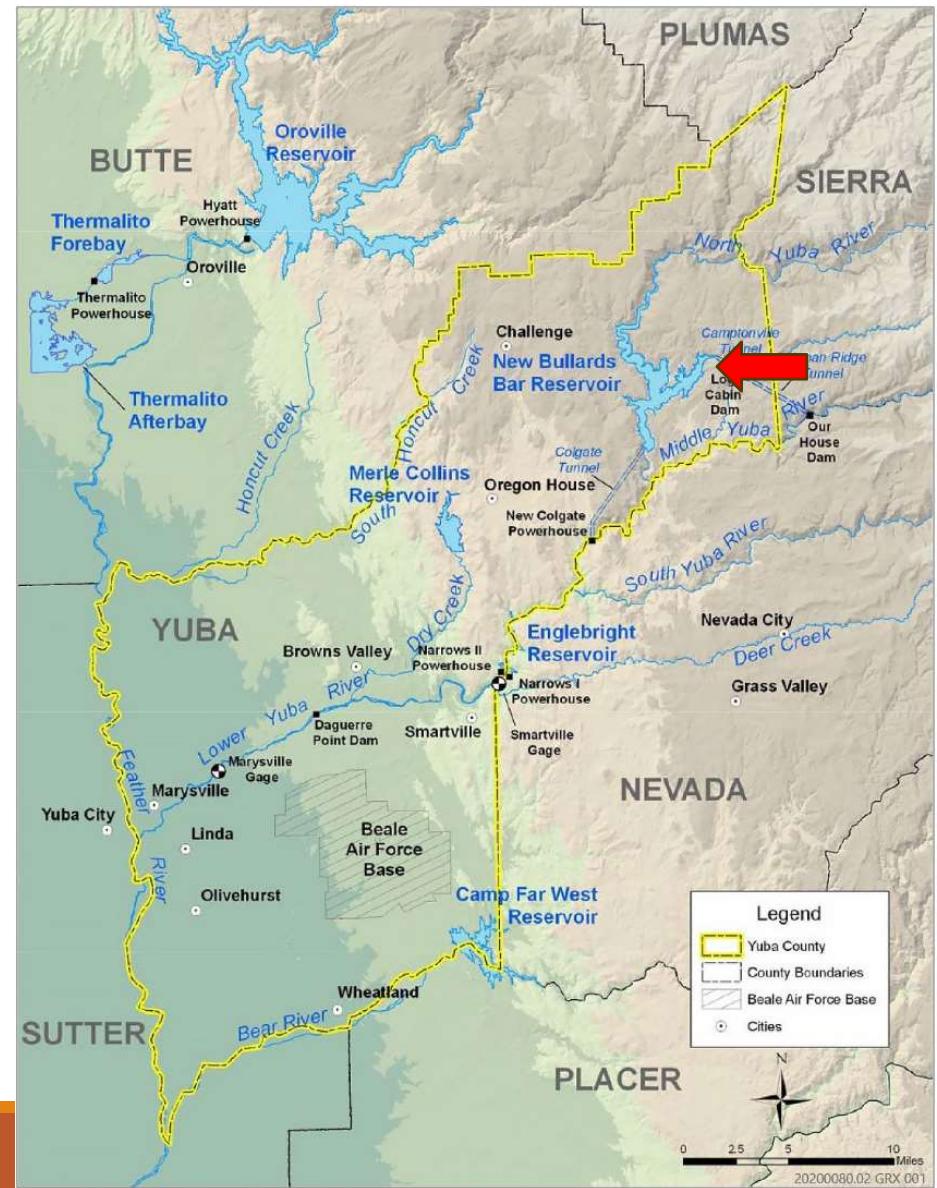
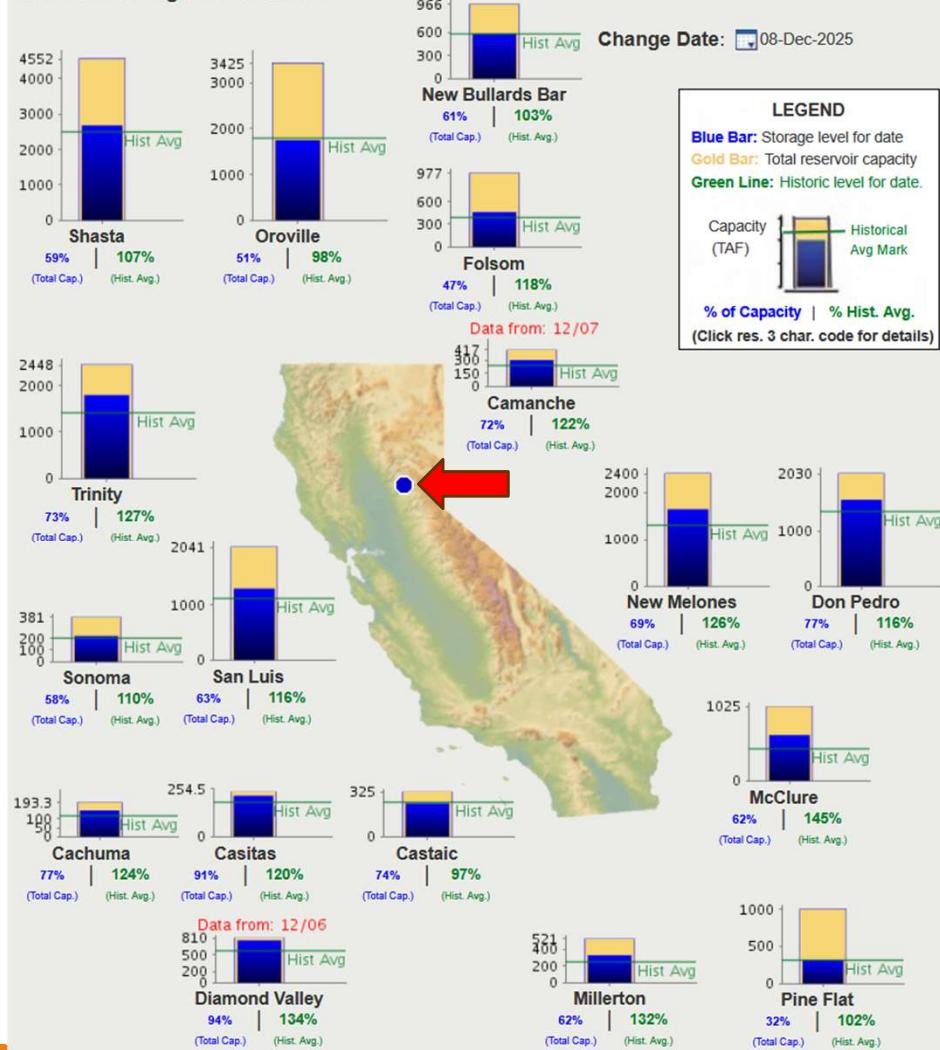
One such entity is the Yuba County Water Agency who has obligations through the Lower Yuba River Accords



DWR purchases water from this project and distributes this water proportionally to participating State Water Project Contractors

## CURRENT CONDITIONS: MAJOR WATER SUPPLY RESERVOIRS:08-DEC-2025

Data as of Midnight: 08-Dec-2025



# What is the Yuba River Accords?

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A multi-party water management agreement for the Yuba River



Balances environmental protection, water supply, and flood safety



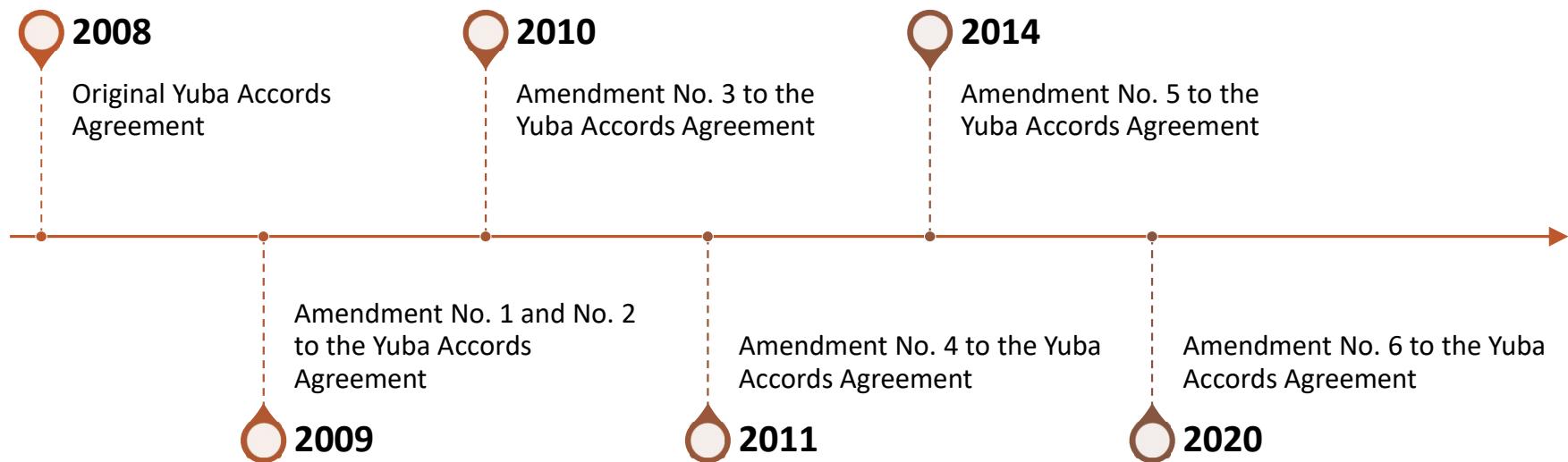
Provides cold-water flows for various fish species



Provides dry year supplies for Central Valley Project and State Water Project Contractors

# Yuba Accords has had multiple amendments

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# Amendment No. 7 extends the term from 2025 to 2050 and accomplishes multiple goals



Replaces the Participation Agreements in its entirety.



Outlines the method for establishing the allocations and sharing of the water.



Simplifies the water storage components.



Updates the cost of the water available to participants.

The cost of water has increased by 17% since 2020, or 3.25% annually. These prices will be in effect until December 31, 2030.

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Wet Year - \$75 per acre-foot

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Above Normal Year - \$150 per acre-foot

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Below Normal Year - \$225 per acre-foot

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Dry Year - \$300 per acre-foot

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Critical Year - \$450 per acre-foot

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Consecutive Dry or Critical Year - \$525 per acre-foot

# Recommendation

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Authorize the General Manager to execute Amendment No. 7 to the Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program Between the Department of Water Resources and the San Gorgonio Pass Water Agency, and to make any non-substantive changes necessary to complete the execution of the agreement.

# San Gorgonio Pass Water Agency

**DATE:** December 15, 2025  
**TO:** Board of Directors  
**FROM:** Lance Eckhart, General Manager  
**BY:** Emmett Campbell, Director of Water Resources

**SUBJECT:** Consideration and Adoption of the Resolution 2025-11 Authorizing Execution of Agreements for (1) Repayment of Debt Service and Removal of Greenspot Pump Station Facilities from the State Water Project, (2) Designation of New Delivery Structures, and (3) Electrical Interconnection and Wholesale Distribution Service with Southern California Edison Company

## RECOMMENDATION

Adopt Resolution 2025-11 Authorizing Execution of Agreements for (1) Repayment of Debt Service and Removal of Greenspot Pump Station Facilities from the State Water Project, (2) Designation of New Delivery Structures, and (3) Electrical Interconnection and Wholesale Distribution Service with Southern California Edison Company.

## PREVIOUS CONSIDERATIONS

No previous considerations.

## BACKGROUND

San Bernardino Valley Municipal Water District (“SBVMWD”) and San Gorgonio Pass Water Agency (“SGPWA”) are State Water Project (“SWP”) contractors of DWR under long-standing water supply contracts executed in 1960 and 1962, respectively. These contracts govern the delivery, operation, and financial responsibilities associated with SWP facilities used to convey project water to each agency’s service area.

In 1996, DWR, SBVMWD, and SGPWA entered into the California Aqueduct East Branch Extension (“EBX”) Participation Agreement to extend SWP conveyance facilities eastward through SBVMWD’s service area into SGPWA’s service area in two phases. Subsequent agreements in 1997, 1998, and 1999 established repayment obligations, assigned capacity rights, expanded facilities, and defined repayment reaches known as EBX Reaches 2A, 2B, and 2C (“Phase I”), and Reaches 2D and 2E (“Phase II”). Key facilities constructed and improved under these agreements included the Greenspot Pump Station and related pipelines (together, the “Greenspot Facilities”).

EBX Phase II, including the Citrus Reservoir and Citrus Pump Station, became operational in 2017. With the completion of Phase II, EBX Reaches 2A, 2B, and 2C, along with the Greenspot Pump Facilities, became largely surplus to DWR’s SWP operations. In October 2018, SBVMWD and SGPWA formally requested that DWR initiate the process to evaluate costs and allow for repayment and return (“buyback”) of the Greenspot Facilities.

In response, DWR and the agencies developed a coordinated package of interrelated agreements to:

- Provide for repayment of remaining capital and financing costs associated with the Greenspot Facilities; and
- Remove EBX Reaches 2A, 2B, and 2C from the official list of SWP facilities; and
- Relinquish DWR's capacity rights in those facilities; and
- Transfer full operation and maintenance responsibilities to SBVMWD and SGPWA; and
- Establish new delivery and non-project water conveyance protocols under modified system operations (together, the "Agreement").

The Agreement governs repayment of debt service, removal of facilities from the SWP, and designation of new delivery structures. Its effectiveness is expressly conditioned upon execution of several related agreements, including:

- Amendment No. 21 to SGPWA's Water Supply Contract
- Amendment No. 2 to the 1998 Capacity Rights Agreement
- Revised Exhibit A to the EBX Operations & Maintenance Joint Exercise of Powers Agreement
- A multi-year Non-Project Water Introduction and Conveyance Agreement
- Several energy-related amendments and terminations

Collectively, the various agreements realign ownership, operational responsibility, financial obligations, and delivery authority following the successful completion of EBX Phase II.

In connection with the removal of the Greenspot Facilities from the State Water Project and the transfer of full operational responsibility to SBVMWD and SGPWA, new electrical service arrangements are required to maintain uninterrupted power service to the facility. Accordingly, SBVMWD and SGPWA have negotiated new agreements with Southern California Edison Company ("SCE") to replace the prior DWR-SCE power arrangements. These include a Greenspot Pumping Station Interconnection Facilities Agreement governing the ownership, operation, maintenance, and cost responsibility for the electrical interconnection facilities, and a Service Agreement for Wholesale Distribution Service providing for ongoing electrical distribution service to the Greenspot Facilities under SCE's applicable tariff.

Because the new electrical service arrangements for the Greenspot Facilities will be provided pursuant to tariffs regulated by the Federal Energy Regulatory Commission (“FERC”), the new SCE agreements are subject to FERC acceptance prior to becoming effective. In addition, removal of the Greenspot Facilities from the State Water Project requires the coordinated termination of the existing electrical service arrangements between DWR and SCE. To ensure uninterrupted electrical service and a seamless operational transition, the parties intend for DWR’s disconnection of service and the execution of the new SBVMWD/SGPWA–SCE agreements to occur simultaneously. The agreements are structured for a targeted effective date of January 1, 2026, in order to establish a clean transition aligned with the start of a new calendar year for operational, billing, and regulatory purposes.

## **ANALYSIS**

The core agreement establishes the framework for DWR’s formal relinquishment of EBX Reaches 2A, 2B, and 2C, including the Greenspot Pump Station and associated infrastructure. Under this agreement, SBVMWD and SGPWA assume full operational control, while DWR removes these facilities from the official list of State Water Project assets. The agreement is not effective until all related implementing documents are executed and SBVMWD and SGPWA satisfy all remaining Greenspot-related debt obligations through calendar year 2025. As of the date of this report, all such debt service associated with these facilities has been fully paid, and DWR has confirmed that the conditions necessary to execute the agreement have been met. This structure ensures that DWR recovers all remaining capital and financing costs before transferring long-term responsibility to the local agencies, consistent with prior repayment provisions established under Article 59 of each agency’s SWP contract.

Amendment No. 21 to SGPWA’s Water Supply Contract formally revise the agencies’ contract tables to remove EBX Reaches 2A, 2B, and 2C from SWP facilities. These amendments also update facility nomenclature by replacing outdated references to the Mentone Reservoir and Pump Station with the Citrus Reservoir and Citrus Pump Station. These amendments are necessary to align the agencies’ long-term SWP contracts with the physical system that has existed since EBX Phase II became operational in 2017.

Amendment No. 2 to the 1998 Capacity Rights Agreement documents DWR’s formal relinquishment of its assigned capacity rights in the local facilities located in EBX Reaches 2A, 2B, and 2C. After amendment, SBVMWD and SGPWA retain sole control of water conveyance, handling, and distribution within those reaches, while DWR continues to hold capacity rights only in the remaining EBX SWP facilities. This change eliminates outdated SWP operational claims over facilities that now function strictly as local conveyance infrastructure.

The revised Exhibit A or Attachment 1 to the EBX Operations & Maintenance Joint Exercise of Powers Agreement reassigns direct operational and maintenance responsibilities for EBX Reaches 2A, 2B, and 2C to SBVMWD and SGPWA. These agencies assume full responsibility for pump stations, pipelines, reservoirs, control systems, fiber optic communications, site security, and associated appurtenances. DWR retains certain system-wide regulatory, security, and dam safety oversight functions. This

revision aligns legal responsibility with the agencies that now physically operate and control the facilities.

The Multi-Year Agreement for Introduction and Conveyance of Non-Project Water authorizes SBVMWD and SGPWA, through December 31, 2045, to reintroduce previously delivered SWP water into EBX Reach 3A using their local conveyance facilities under limited emergency or capacity-constrained conditions. This agreement establishes scheduling, operational, water quality, and notification protocols and clarifies that such reintroduced water is considered “Non-Project Water” under Article 55 of each agency’s Water Supply Contract. This agreement provides essential operational flexibility while preserving SWP system integrity and regulatory oversight.

Following removal of the Greenspot Facilities from the State Water Project, electrical service to the facility will no longer be provided under agreements between DWR and SCE. The new Greenspot Pumping Station Interconnection Facilities Agreement shifts responsibility for the electrical interconnection facilities to SBVMWD and SGPWA and establishes their obligation to pay all associated interconnection, upgrade, and maintenance costs directly to SCE. In addition, the Service Agreement for Wholesale Distribution Service (WDT 2049) provides the ongoing tariff-based framework under which SCE will deliver wholesale electrical distribution service to the Greenspot Facilities. Together, these two SCE agreements ensure continuity of power service to critical pumping infrastructure following the facility’s transition from State ownership to local agency control. Approval of these agreements is functionally necessary to implement the Greenspot facility transfer and to support continued water delivery operations under the realigned EBX system.

Implementation of the SCE power agreements is subject to acceptance by FERC and must be carefully coordinated with the termination of existing electrical service arrangements between DWR and SCE. To avoid any lapse in electrical service to the Greenspot Pump Station, the agreements are structured to require a simultaneous disconnection by DWR and activation of the new SBVMWD/SGPWA service agreements with SCE. Establishing a targeted effective date of January 1, 2026 provides a controlled and predictable transition aligned with the calendar year, reducing operational, billing, and regulatory risk for all parties.

## **STRATEGIC PLAN NEXUS**

Resolution 2025-11 helps advance various aspects of the Agency’s Strategic Plan, including:

- Strategic Goal 1: Align with the current and future water landscape, supporting the region’s long-term needs by diversifying the local supply portfolio and advancing water sustainability.
  - ✓ Objective 1 – Continue to participate in and facilitate local and state projects that increases water supply reliability, such as Sites Reservoir, Delta Conveyance, and other State Water Project facilities.

- Strategic Goal 2: Ensure a reliable delivery system that advances efficiency and resiliency.
  - ✓ Objective 5 – Pursue the strategic acquisition of water-related assets including water, facilities, or water rights, that align with the Agency's mission and provide long-term regional benefits by enhancing water supply reliability, operational flexibility, and resource sustainability.

## **FISCAL IMPACT**

No additional fiscal impacts are anticipated as a result of this agreement. Any minor costs associated with completing final billing for the facilities are expected to be de minimis and would have been incurred regardless of whether the facilities were transferred or remained under DWR's control.

## **ACTION**

Adopt Resolution 2025-11 Authorizing Execution of Agreements for (1) Repayment of Debt Service and Removal of Greenspot Pump Station Facilities from the State Water Project, (2) Designation of New Delivery Structures, and (3) Electrical Interconnection and Wholesale Distribution Service with Southern California Edison Company.

## **ATTACHMENTS**

1. Resolution No. 2025-11 Authorizing Execution of Agreements for (1) Repayment of Debt Service and Removal of Greenspot Pump Station Facilities from the State Water Project, (2) Designation of New Delivery Structures, and (3) Electrical Interconnection and Wholesale Distribution Service with Southern California Edison Company
  - A. Agreement Between the Department of Water Resources of the State of California, San Bernardino Valley Municipal Water District, and San Gorgonio Pass Water Agency For Repayment of Debt Service Associated with Greenspot Pump Station and Associated Facilities, Removal of these Facilities from the List of State Water Project Facilities, and Designation of New Delivery Structures
  - B. Amendment No. 21 to SGPWA's Water Supply Contract
  - C. Amendment No. 2 to the 1998 Capacity Rights Agreement
  - D. Revision to Attachment 1 to the EBX O&M Joint Exercise of Powers Agreement
  - E. Multi-Year Agreement among the Parties for Introduction and Conveyance of Non-Project Water in the State Water Project Facilities
  - F. Service Agreement for Wholesale Distribution Service Among Southern California Edison Company and San Bernardino Valley Municipal Water

District and San Gorgonio Pass Water Agency (Project: Greenspot Pumping Station – WDT2049)

G. Greenspot Pumping Station Interconnection Facilities Agreement Among Southern California Edison Company And San Bernardino Valley Municipal Water District And San Gorgonio Pass Water Agency (Project: Greenspot Pumping Station – WDT2049)

RESOLUTION NO. 2025-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN GORGONIO PASS WATER AGENCY AUTHORIZING EXECUTION OF AGREEMENTS FOR (1) REPAYMENT OF DEBT SERVICE AND REMOVAL OF GREENSPOT PUMP STATION FACILITIES FROM THE STATE WATER PROJECT, (2) DESIGNATION OF NEW DELIVERY STRUCTURES, AND (3) ELECTRICAL INTERCONNECTION AND WHOLESALE DISTRIBUTION SERVICE WITH SOUTHERN CALIFORNIA EDISON COMPANY

WHEREAS, the San Gorgonio Pass Water Agency (“Agency”) is a State Water Project contractor under a long-term water supply contract with the Department of Water Resources (“DWR”) to import water from Lake Oroville and the Sacramento-San Joaquin Delta through the State Water Project and into the San Gorgonio Pass area; and

WHEREAS, the Agency and the San Bernardino Valley Municipal Water District (“SBVMWD”) participate in the operation and use of the East Branch Extension of the State Water Project (“EBX”); and

WHEREAS, DWR, the Agency, and SBVMWD have entered into multiple historical agreements governing the construction, financing, capacity rights, and operation of the EBX, including facilities located in EBX Reaches 2A, 2B, and 2C, which facilities include the Greenspot Pump Station and associated facilities (together, the “Greenspot Facilities”); and

WHEREAS, EBX Phase II facilities became operational in 2017, rendering EBX Reaches 2A, 2B, and 2C no longer necessary for ongoing State Water Project operations; and

WHEREAS, the Agency and SBVMWD requested that DWR initiate the evaluation and repayment process for remaining capital and financing costs associated with the Greenspot Pump Facilities; and

WHEREAS, DWR, the Agency, and SBVMWD have negotiated a comprehensive agreement entitled: “Agreement Between the Department of Water Resources of the State of California, San Bernardino Valley Municipal Water District, and San Gorgonio Pass Water Agency for Repayment of Debt Service Associated with Greenspot Pump Station and Associated Facilities, Removal of These Facilities from the List of State Water Project Facilities, and Designation of New Delivery Structures” (“Agreement”) which serves as the umbrella agreement for a coordinated package of related amendments and implementing agreements; and

WHEREAS, the Agreement conditions its effectiveness upon execution of multiple related agreements, including but not limited to:

- Amendment No. 21 to the San Gorgonio Pass Water Agency’s State Water Project Water Supply Contract;

- Amendment No. 2 to the 1998 Capacity Rights Agreement; and
- Revisions to the East Branch Extension Operations and Maintenance Joint Exercise of Powers Agreement; and
- A Multi-Year Agreement for the Introduction and Conveyance of Non-Project Water; and
- Related real property conveyances, joint use agreements, terminations, and utility-related amendments; and

WHEREAS, these agreements collectively provide for the full repayment of all remaining State-incurred costs, the transfer of operational responsibility of the Greenspot Facilities to the Agency and SBVMWD, and continued delivery flexibility for State Water Project supplies; and

WHEREAS, in order to maintain uninterrupted electrical service to the Greenspot Facilities following their removal from the State Water Project facilities, the Agency and SBVMWD must enter into new electrical service agreements with Southern California Edison Company (“SCE”), independent of their agreements with DWR, including the following:

- A Greenspot Pumping Station Interconnection Facilities Agreement among SCE, SBVMWD, and Agency, governing the design, construction, ownership, operation, maintenance, and cost responsibility for the electrical interconnection facilities serving the Greenspot Facilities; and
- A Service Agreement for Wholesale Distribution Service (WDT 2049) among SCE, SBVMWD, and the Agency providing for wholesale electrical distribution service to the Greenspot Facilities pursuant to SCE’s Federal Energy Regulatory Commission tariff; and

WHEREAS, the Board of Directors finds that all actions authorized by this Resolution are categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15301 (Existing Facilities);

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 AS FOLLOWS:

Section 1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

Section 2. Approval of Agreements. SGPWA’s Board of Directors hereby approves the execution of the following agreements and related documents, collectively concerning the repayment, realignment, continued operation, and electrical service for the Greenspot Facilities:

- Attachment A: The Agreement Between the Department of Water Resources of the State of California, San Bernardino Valley Municipal Water District, and San Gorgonio Pass Water Agency for Repayment of Debt Service Associated with Greenspot Pump Station and Associated Facilities, Removal of These Facilities from the List of State Water Project Facilities, and Designation of New Delivery Structures; and
- Attachment B: Amendment No. 21 to the Water Supply Contract Between the Department of Water Resources of the State of California and San Gorgonio Pass Water Agency; and
- Attachment C: Amendment No. 2 to the California Aqueduct East Branch Extension to San Gorgonio Pass Agreement to Assign Capacity Rights and Right of Way in Existing Facilities (1998 Capacity Rights Agreement); and
- Attachment D: Revised Exhibit A – Attachment 1 to the EBX Operations & Maintenance Joint Exercise of Powers Agreement; and
- Attachment E: Multi-Year Agreement Between the Department of Water Resources of the State of California, San Bernardino Valley municipal Water District, and San Gorgonio Pass Water Agency for Introduction and Conveyance of Non-Project Water in the State Water Project Facilities; and
- Attachment F: Service Agreement for Wholesale Distribution Service Among Southern California Edison Company and San Bernardino Valley Municipal Water District and San Gorgonio Pass Water Agency (Project: Greenspot Pumping Station – WDT2049); and
- Attachment G: Greenspot Pumping Station Interconnection Facilities Agreement Among Southern California Edison Company And San Bernardino Valley Municipal Water District And San Gorgonio Pass Water Agency (Project: Greenspot Pumping Station – WDT2049)

Section 3. General Manager Authorization. The Agency's Board of Directors hereby authorizes the General Manager, or his designee, to execute and deliver the agreements approved by this Resolution on behalf of the Agency, including all related certificates, notices, consents, and implementing documents necessary to carry out the intent of this Resolution. The General Manager, or his designee, is further authorized to approve such non-substantive, ministerial, or technical changes to the approved agreements as may be required by the DWR, SCE, regulatory agencies, or Agency legal counsel, provided that such changes do not materially affect the Agency's financial obligations or substantive rights.

Section 4. Severability. If any provision of this Resolution is held invalid, the remainder of the Resolution shall not be affected by such invalidity, and such portions of this Resolution are severable.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

Passed and adopted by the San Gorgonio Pass Water Agency on this \_\_\_\_\_ day of December 2025 by the following vote:

AYES:

NOES:

ABSENT:

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Maricela Cabral  
Board Clerk

Attachment A

State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES

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AGREEMENT BETWEEN  
THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA,  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT,  
AND SAN GORGONIO PASS WATER AGENCY  
FOR  
REPAYMENT OF DEBT SERVICE ASSOCIATED WITH GREENSPOT PUMP  
STATION AND ASSOCIATED FACILITIES, REMOVAL OF THESE FACILITIES FROM  
THE LIST OF STATE WATER PROJECT FACILITIES, AND DESIGNATION OF NEW  
DELIVERY STRUCTURES

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THIS AGREEMENT is made pursuant to the provisions of the California Water Resources Development Bond Act, and other applicable laws of the State of California, between the Department of Water Resources of the State of California, herein referred to as "DWR," San Bernardino Valley Municipal Water District, herein referred to as "SBVMWD," and San Gorgonio Pass Water Agency, hereinafter referred to as "SGPWA." DWR, SBVMWD, and SGPWA may be referred to individually as "Party," or collectively as "Parties."

## RECITALS

- A. On December 30, 1960, DWR and SBVMWD entered into and subsequently amended a water supply contract providing that DWR shall supply certain quantities of water to SBVMWD and providing that SBVMWD shall make certain payments to DWR, and setting forth the terms and conditions of such supply and such payments (herein referred to as "SBVMWD's Water Supply Contract").
- B. On November 16, 1962, DWR and SGPWA entered into and subsequently amended a water supply contract providing that DWR shall supply certain quantities of water to SGPWA and providing that SGPWA shall make certain payments to DWR, and setting forth the terms and conditions of such supply and such payments (herein referred to as "SGPWA's Water Supply Contract").
- C. On July 16, 1970, SBVMWD and SGPWA entered into the "Joint Facilities Agreement," which provided for, among other things, SBVMWD and SGPWA's joint participation in the construction and operation of new local conveyance facilities to deliver water from the State Water Project (SWP) at Devil Canyon First Afterbay eastward toward their service areas. This agreement was implemented in lieu of SBVMWD and SGPWA each constructing separate but substantially parallel pipelines to deliver water from the SWP to their service areas.
- D. On February 10, 1986, SBVMWD and SGPWA entered into the "Second Joint Facilities Agreement," which provided for, among other things, SBVMWD and SGPWA's joint participation in the construction and operation of additional local conveyance facilities, interconnected with those constructed under the 1970 Joint Facilities Agreement, intended to deliver water from the SWP further eastward to their service areas. The Greenspot Pump Station and associated facilities were constructed under the authority of the Second Joint Facilities Agreement. The Second Joint Facilities Agreement also provided for SGPWA to participate in constructing certain other facilities that may be required and agreed upon by the parties.
- E. On August 20, 1996, the Parties entered into an agreement titled "California Aqueduct East Branch Extension to San Gorgonio Pass Participation Agreement [Final Design and Construction]," herein referred to as the "1996 Participation Agreement," to improve existing water conveyance facilities and to construct new facilities to extend the SWP through SBVMWD's service area to SGPWA's service area, known as the "East Branch Extension," in two phases, Phase I and Phase II.
- F. On March 27, 1997, DWR and SBVMWD, via Amendment No. 16 to SBVMWD's Water Supply Contract, agreed to participate together in the new conveyance

and pumping facilities of the East Branch Extension (EBX) by, among other provisions, adding Article 59 – East Branch Extension to SBVMWD’s Water Supply Contract, which defined the “East Branch Extension Facilities” and incorporated financial provisions for payments to be made by SBVMWD to DWR for those facilities, including SBVMWD’s obligation to return to DWR an amount equal to all capital costs and financing costs allocated to SBVMWD which DWR incurs for the construction of East Branch Extension Facilities.

- G. On March 27, 1997, DWR and SGPWA, via Amendment No. 15 to SGPWA’s Water Supply Contract, agreed to participate together in the new conveyance and pumping facilities of the EBX by, among other provisions, adding Article 59 – East Branch Extension to SGPWA’s Water Supply Contract, which defined the “East Branch Extension Facilities” and incorporated financial provisions for payments to be made by SGPWA to DWR for those facilities, including SGPWA’s obligation to return to DWR an amount equal to all capital costs and financing costs allocated to SGPWA which DWR incurs for the construction of East Branch Extension Facilities.
- H. On July 14, 1998, the Parties entered into an agreement titled “California Aqueduct East Branch Extension to San Gorgonio Pass Agreement to Assign Capacity Rights and Right of Way in Existing Facilities,” herein referred to as the “1998 Capacity Rights Agreement,” which provided for the assignment of SBVMWD’s and SGPWA’s capacity rights in SBVMWD’s water conveyance facilities to DWR to be used as part of the EBX and granted to DWR access rights to those water conveyance facilities.
- I. On August 20, 1999, the Parties entered into “Amendment 1 to California Aqueduct East Branch Extension to San Gorgonio Pass Participation Agreement [Final Design and Construction] and to California Aqueduct East Branch Extension to San Gorgonio Pass Agreement to Assign Capacity Rights and Right of Way in Existing Facilities,” herein referred to as the “1999 Amendment,” to amend the 1996 Participation Agreement and the 1998 Capacity Rights Agreement.
- J. The 1999 Amendment added certain additional facilities to the EBX and redefined EBX Repayment Reaches, resulting in the current definition of Repayment Reaches 2A, 2B, and 2C of EBX Phase I representing a branch of SWP water conveyance facilities parallel with and connecting to the extents of EBX Phase II Repayment Reaches 2D and 2E, as shown in Exhibit A to the 1999 Amendment.
- K. The 1999 Amendment provided that DWR shall construct improvements to SBVMWD’s existing Greenspot Pump Station and certain associated facilities

within EBX Phase I to increase the efficiency of delivering water through these facilities. The 1999 Amendment also added Paragraph 4d to the 1996 Participation Agreement, which provided that SBVMWD agrees to allow DWR to deliver SWP water through the improved Greenspot Pump Station and associated facilities until EBX Phase II facilities are completed and in operation.

- L. On December 8, 2000, in order to deliver electric energy to the EBX facilities, DWR and the Southern California Edison Company (SCE) entered into an agreement titled "Cherry Valley, Crafton Hills and Greenspot Pumping Stations Interconnection Facilities Agreement between Southern California Edison Company and State of California Department of Water Resources," herein referred to as the "DWR-SCE Interconnection Facilities Agreement," to set forth the terms and conditions for SCE to provide design, construction, ownership, operation, and maintenance of the electric transmission facilities interconnecting the Cherry Valley, Crafton Hills, and Greenspot Pump Stations to SCE's electric energy system.
- M. On October 3, 2002, in order to establish electric distribution service from SCE at the Greenspot Pump Station, DWR and SCE entered into an agreement titled "Service Agreement for Wholesale Distribution Service," herein referred to as the "DWR-SCE Wholesale Distribution Service Agreement," to set forth the terms and conditions governing the receipt of electricity at Greenspot Pump Station.
- N. On December 24, 2002, in order to account for the supply of electric energy provided by SCE at the Greenspot Pump Station, DWR and SCE entered into an agreement titled "Southern California Edison Company and State of California Department of Water Resources Meter Service Agreement for Wholesale Load," herein referred to as the "DWR-SCE Meter Service Agreement," to set forth the terms and conditions for DWR to provide to SCE its electric meter data related to delivery of electric energy to the Greenspot Pump Station.
- O. On December 29, 2014, the Parties entered into an agreement titled "Joint Exercise of Powers Agreement Among the State of California, Department of Water Resources, the San Bernardino Valley Municipal Water District, and the San Gorgonio Pass Water Agency Relating to the Operation and Maintenance of the East Branch Extension," herein referred to as the "EBX O&M Joint Exercise of Powers Agreement," to provide for the Parties' respective rights and obligations related to the operations and maintenance of the EBX facilities.
- P. On February 17, 2015, SBVMWD and SGPWA entered into the "Third Joint Facilities Agreement Between San Bernardino Valley Municipal Water District and San Gorgonio Pass Water Agency," which, among other things, clarified and modified certain capacity rights among SBVMWD and SGPWA in the local

conveyance facilities utilized to deliver SWP water in anticipation of completion of EBX Phase II facilities.

- Q. In 2017, Reaches 2D and 2E of EBX Phase II became operational.
- R. On October 16, 2018, SBVMWD and SGPWA submitted a letter to DWR requesting that DWR evaluate the costs for DWR's improvements to the Greenspot Pump Station and associated facilities within EBX Reaches 2A, 2B, and 2C for repayment by SBVMWD to allow SBVMWD to begin the "buyback" process of these facilities, pursuant to the 1999 Amendment.
- S. On June 25, 2020, as a result of completion of the EBX Phase II facilities, SBVMWD and SGPWA entered into the "Fourth Joint Facilities Agreement Between San Bernardino Valley Municipal Water District and San Gorgonio Pass Water Agency," which, among other things, formalized and finalized the terms and conditions regarding certain capacity rights and payment obligations among SBVMWD and SGPWA in the local conveyance facilities utilized to deliver SWP water to SBVMWD and SGPWA.
- T. After EBX Phase II became operational, EBX Reaches 2A, 2B, and 2C, including the Greenspot Pump Station and associated facilities, have largely become surplus SWP facilities, and therefore DWR agrees to relinquish DWR's capacity rights in these facilities and to remove EBX Reaches 2A, 2B, and 2C from the list of SWP facilities.
- U. The Parties believe and confirm that DWR's interests in the facilities located in EBX Reaches 2A, 2B, and 2C do not include any real property rights.
- V. The Parties believe that, in addition to execution of this Agreement, the following will be required to implement removal of EBX Reaches 2A, 2B, and 2C from the list of SWP facilities, DWR's relinquishment of its rights and obligations for EBX Reaches 2A, 2B, and 2C to SBVMWD and SGPWA, and the transfer of all operation and maintenance responsibilities for EBX Reaches 2A, 2B, and 2C to SBVMWD and SGPWA. The Parties intend to execute these agreements and other documents contemporaneously as a package of agreements in response to the October 16, 2018 request:
  - 1) Repayment by SBVMWD and SGPWA of all remaining costs incurred by DWR for the Greenspot Pump Station and associated facilities within EBX Reaches 2A, 2B, and 2C;
  - 2) An amendment to SBVMWD's and SGPWA's respective Water Supply Contracts to document the removal of EBX Reaches 2A, 2B, and 2C from the list of SWP facilities;

- 3) An amendment to the 1998 Capacity Rights Agreement to relinquish DWR's capacity rights in SBVMWD's facilities within EBX Reaches 2A, 2B, and 2C;
- 4) A revision to Attachment 1 to the EBX O&M Joint Exercise of Powers Agreement to remove references to the facilities within EBX Reaches 2A, 2B, and 2C and to add Foothill Pipeline Intertie and Greenspot Pipeline Intertie;
- 5) An agreement between DWR, SBVMWD, and SGPWA to allow for the introduction of SBVMWD's and SGPWA's Non-Project water into the EBX;
- 6) An amendment to the DWR-SCE Interconnection Facilities Agreement to remove references to Greenspot Pump Station;
- 7) Termination of the DWR-SCE Wholesale Distribution Service Agreement for Greenspot Pump Station;
- 8) Termination of the DWR-SCE Meter Service Agreement for Greenspot Pump Station;

W. SBVMWD and SGPWA acknowledge that issuance by DWR of revenue bonds under Article 59 of SBVMWD's and SGPWA's Water Supply Contracts was for the entire EBX, and that DWR has made a reasonable effort to identify a portion of such EBX financing attributable to the improvements to the Greenspot Pump Station and associated facilities.

X. In December 2023, DWR invoiced and later collected \$8,682,976 in charges from SBVMWD under a revised EBX Invoice in addition to SBVMWD's 2023 Statement of Charges, and in December 2024 DWR invoiced and later collected \$4,551,262 in charges from SBVMWD under a revised EBX Invoice in addition to SBVMWD's 2024 Statement of Charges, which combined together represent the approximate remaining capital and financing costs incurred by DWR for the Greenspot Pump Station and associated facilities through 2024. Invoicing of all remaining costs incurred by DWR for the Greenspot Pump Station and associated facilities is expected to be accomplished by the end of 2025.

Y. In order to clarify and document their respective rights related to joint use and access to certain EBX facilities, DWR and SBVMWD entered into a Joint Use Agreement on October 7, 2025, and SBVMWD conveyed fee title to the site for the Crafton Hills Pumping Plant to DWR on October 31, 2025, as previously agreed by the Parties pursuant to Paragraph 11 in the 1998 Capacity Rights Agreement.

Z. Each Party has independently concluded that the activities pursuant to this

Agreement are exempt from the California Environmental Quality Act (CEQA). Although the Parties' respective interests in EBX Reaches 2A, 2B, and 2C and their respective operation and maintenance responsibilities will change as a result of this Agreement, the subject facilities will continue to be operated consistent with current operational practices with no expansion of existing or former use, and the activities under this Agreement will not result in any direct or reasonably foreseeable indirect physical changes in the environment. SBVMWD, as the lead agency, will file a Notice of Exemption (NOE) with the State Clearinghouse based on CEQA Guidelines Section 15301 (Existing Facilities). DWR, as a responsible agency, will file a NOE upon execution of this Agreement.

## **AGREEMENT**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

### **EFFECTIVENESS**

1. Subject to the conditions in Paragraphs 2 through 4, this Agreement shall become effective on \_\_\_\_\_ (Effective Date).
2. This Agreement and the rights and obligations hereunder shall not be effective until each of the following agreements and amendments has been properly executed and made effective in the form substantially similar to that included in the relevant attachments to this Agreement:
  - a. Amendment No. 20 to SBVMWD's Water Supply Contract (SWP #25007, Attachment A)
  - b. Amendment No. 21 to SGPWA's Water Supply Contract (SWP #25008, Attachment B)
  - c. Amendment No. 2 to the 1998 Capacity Rights Agreement (Attachment C)
  - d. Revision to Attachment 1 to the EBX O&M Joint Exercise of Powers Agreement (Attachment D)
  - e. Multi-Year Agreement among the Parties for Introduction and Conveyance of Non-Project Water in the State Water Project Facilities (SWP #25009, Attachment E)
  - f. Amendment to the DWR-SCE Interconnection Facilities Agreement (Attachment F)
  - g. Termination of the DWR-SCE Wholesale Distribution Service Agreement (Attachment G)
  - h. Termination of the DWR-SCE Meter Service Agreement (Attachment H)
  - i. Joint Use Agreement for Phase II of the East Branch Extension (Attachment I)
  - j. Conveyance of fee title from SBVMWD to DWR for the site for the Crafton Hills Pumping Plant (Attachment J)
3. The effectiveness of this Agreement and the rights and obligations hereunder is further conditioned upon SBVMWD's and SGPWA's payment of total outstanding

debt service for capital costs at Greenspot Pump Station and associated facilities, including debt to be paid through calendar year 2025 as previously billed on the statement of charges.

## **PREVIOUS AGREEMENTS**

4. This Agreement supplements but does not supersede the 1996 Participation Agreement, as amended by the 1999 Amendment. To the extent there is an inconsistency between this Agreement and the 1996 Participation Agreement, this Agreement shall govern.

## **UNIQUENESS OF AGREEMENT**

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

## **APPROVALS**

6. DWR's removal of EBX Reaches 2A, 2B, and 2C from the list of SWP facilities and the associated changes to the Parties' respective interests, rights, and obligations related to these facilities shall be contingent upon, and subject to, any necessary approvals, and shall be governed by the terms and conditions of such approvals and any other applicable legal requirements. SBVMWD and SGPWA shall furnish to DWR copies of all approvals and agreements required for the implementation of this Agreement.

## **GENERAL PROVISIONS**

7. DWR agrees to and approves the removal of the EBX Reaches 2A, 2B, and 2C, as shown in Exhibit 1, from the list of SWP facilities and relinquishment of DWR's contractual rights related to EBX Reaches 2A, 2B, and 2C, as documented by the agreements and amendments referenced in Paragraph 2 of this Agreement.
8. Unless expressly provided elsewhere in this Agreement, all DWR's interests, rights, and obligations related to the facilities within EBX Reaches 2A, 2B, and 2C shall terminate on the Effective Date of this Agreement. The Parties agree to execute the agreements and amendments listed in Paragraph 2 of this Agreement and cooperate to execute any other necessary agreements or documents to provide for the transfer of DWR's interests, rights, and obligations related to the facilities within EBX Reaches 2A, 2B, and 2C from DWR to SBVMWD and/or SGPWA, as appropriate.

9. The Parties agree that DWR's relinquishment of capacity rights and other interests pursuant to this Agreement and other agreements and amendments referenced in Paragraph 2 above is limited to EBX Reaches 2A, 2B, and 2C, and that after EBX Reaches 2A, 2B, and 2C are removed from the list of SWP facilities, DWR will continue utilizing its assigned capacity rights and any other rights for facilities that remain part of the EBX within the SWP facilities for conveyance and delivery of SWP water to SBVMWD and SGPWA.
10. Commencing on the Effective Date of this Agreement, SBVMWD shall be fully and solely responsible for the operation and maintenance of all facilities formerly within EBX Reaches 2A, 2B, and 2C, including compliance with all laws, environmental permits, and authorizations, and any regulatory approvals applicable to the operation and maintenance of the facilities formerly within EBX Reaches 2A, 2B, and 2C. This shall include SBVMWD contacting the agencies responsible for issuing such consents, permits, orders, and agreements, to cooperate to have all authorizations related to EBX Reaches 2A, 2B, and 2C modified so that SBVMWD is directly responsible for complying with them instead of DWR, as applicable.
11. From and after the Effective Date of this Agreement, DWR will have no responsibility for control, carriage, handling, use, disposal, or distribution of water through the facilities formerly within EBX Reaches 2A, 2B, and 2C, and all such responsibility will belong to SBVMWD and SGPWA as they may agree.

## **DELIVERY STRUCTURES**

12. DWR approves the following existing facilities as new delivery structures pursuant to Article 10 in SBVMWD's Water Supply Contract:
  - a. Foothill Pipeline Intertie: As shown in Exhibit 2, the Foothill Pipeline Intertie is located at approximately Milepost 14.12 (approximately Sta. 745+59.71) along the Foothill Pipeline, at the bifurcation of the EBX Reach 1 into EBX Reach 2A and EBX Reach 2D. This Intertie consists of SBVMWD's 78-inch diameter Foothill Pipeline and a tee structure, and has a maximum design flow rate of 288 cubic feet per second (cfs). SBVMWD will own all facilities of the Foothill Pipeline Intertie, and operation and maintenance of the Foothill Pipeline Intertie shall be governed by the EBX O&M Joint Exercise of Powers Agreement, as may be amended.
  - b. Greenspot Pipeline Intertie: As shown in Exhibit 3, the Greenspot Pipeline Intertie is located at approximately Milepost 3.58 (Sta. 189+01) along the Greenspot Pipeline at the Crafton Hills valve vault CHV2-1, approximately 75 feet eastward of the bifurcation of SBVMWD's Greenspot Pipeline and SBVMWD's Tate Pipeline, and has a maximum design flow rate of 70 cubic feet per second (cfs). DWR retains ownership of the Crafton Hills

valve vault CHV2-1, and operation and maintenance of the Greenspot Pipeline Intertie shall be governed by the EBX O&M Joint Exercise of Powers Agreement, as may be amended.

Upon the Effective Date of this Agreement, DWR will lock Crafton Hills valve vault CHV2-2 to prevent unmetered water movements through the structure.

13. DWR approves the Foothill Pipeline Intertie, as described in Paragraph 12a, as a delivery structure pursuant to Article 10 in SGPWA's Water Supply Contract. SGPWA may choose to have its SWP water supplies delivered to the Foothill Pipeline Intertie for subsequent delivery through SBVMWD's local conveyance facilities to SGPWA's service area, as SBVMWD and SGPWA may agree.
14. DWR is not responsible for the use, effects, or disposal of SBVMWD's and SGPWA's SWP water supplies once the water is delivered to SBVMWD's and SGPWA's respective delivery structures. Responsibility shifts from DWR to SBVMWD and/or SGPWA, as appropriate, when DWR delivers the water to the designated delivery structure.

## **WATER DELIVERY MEASURING DEVICES, MEASUREMENTS, AND RECORDS**

15. Within three years from the Effective Date of this Agreement, SBVMWD shall install and own measuring devices and appurtenances at Foothill Pipeline Intertie and Greenspot Pipeline Intertie to accomplish the proper measurement, maintenance, and recordkeeping activities as described in Article 11 and 59(c) of SBVMWD's and SGPWA's respective Water Supply Contracts.
  - a. Foothill Pipeline Intertie measuring device: A bi-directional measuring device will be installed approximately 170 feet downstream from the Foothill Pipeline Intertie facility, at approximately Milepost 14.15 (approximately Sta. 747+30) of the Foothill Pipeline.
  - b. Greenspot Pipeline Intertie measuring device: A bi-directional measuring device will be installed approximately 40 feet westward from Crafton Hills valve vault CHV2-1, at approximately Milepost 3.57 (approximately Sta. 188+62) of the Greenspot Pipeline.
16. DWR will install fiber optic cables to directly connect the measuring devices installed by SBVMWD at the Foothill Pipeline Intertie and Greenspot Pipeline Intertie. These fiber optic cables will allow DWR to acquire data directly from the meters for communication into DWR's data acquisition system. DWR will own these fiber optic cables, and SBVMWD shall provide to DWR right-of-way for such fiber optic cables. SBVMWD shall be responsible for all costs incurred by DWR for the installation of the fiber optic cables. Operation and maintenance of these fiber optic cables shall be governed by the EBX O&M Joint Exercise of

Powers Agreement, as may be amended. Installation of measuring devices and fiber optic cables shall be subject to a separate agreement between DWR and SBVMWD to be executed prior to planned construction.

17. Until measuring devices and the necessary fiber optic cables are installed on Foothill Pipeline Intertie and Greenspot Pipeline Intertie, SBVMWD shall continue to provide to DWR the data and records necessary for proper accounting of water deliveries to SBVMWD and SGPWA in the EBX. After installation of the measuring devices, SBVMWD shall cooperate with DWR to establish fiber optic cable connections, data connections, and to develop new water accounting protocol to ensure proper accounting of water deliveries to and from SBVMWD and SGPWA through Foothill Pipeline Intertie and Greenspot Pipeline Intertie.

## **EQUIPMENT TRANSFER**

18. Upon the Effective Date of this Agreement, the equipment of the Greenspot Pump Station and associated facilities listed in the asset inventory, attached to this Agreement as Exhibit 4, shall be removed from the DWR inventory of SWP assets and shall become the property of SBVMWD.

## **CHARGES**

19. Under the authority of Article 59 of SBVMWD's and SGPWA's respective Water Supply Contracts, due consideration has been provided to DWR by SBVMWD and SGPWA for the outstanding debt service for capital costs incurred by DWR attributable to the facilities within EBX Reaches 2A, 2B, and 2C subject to this Agreement, in exchange for DWR's relinquishment of rights and interests in these facilities. SBVMWD and SGPWA shall be fully responsible for all other costs incurred by DWR with respect to the Greenspot Pump Station and associated facilities, and these costs shall be subject to the redetermination clause under Article 31 of SBVMWD's and SGPWA's respective Water Supply Contracts.
20. Execution of this Agreement shall not affect or impair SBVMWD's and SGPWA's obligations to make any and all payments to DWR under SBVMWD's and SGPWA's respective Water Supply Contracts, including but not limited to any and all payments related to EBX included in the 2025 Statement of Charges and any future Statements of Charges.
21. SBVMWD and SGPWA shall be responsible for all costs incurred by DWR for activities pursuant to this Agreement. All DWR invoices for costs incurred under this Agreement are due and payable within 30 days after the date of the invoice. Unpaid amounts of such invoices will become delinquent after the due date and interest shall accrue thereon at a rate of 1 percent per month from the date the

payment was due. However, no interest shall be charged unless delinquency continues for more than 30 days.

22. Payment terms under this Agreement shall be in accordance with SBVMWD's and SGPWA's respective Water Supply Contracts.

## **LIABILITY**

23. SBVMWD and SGPWA agree to defend and hold DWR, its officers, employees, and agents harmless from any direct or indirect loss, liability, lawsuit, cause of action, judgment, or claim, and shall indemnify DWR, its officers, employees, and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees, and agents incur as a result of this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees, and agents.

## **DISPUTE RESOLUTION**

24. In the event of dispute regarding interpretation or implementation of this Agreement, the Director of DWR or his/her authorized representative, and general manager(s) of SBVMWD and SGPWA or authorized representative(s) of SBVMWD and SGPWA, shall endeavor to resolve the dispute by meeting within 30 days after the request of a Party. If the dispute remains unresolved, the Parties shall use the services of a mutually acceptable consultant in an effort to resolve the dispute. Parties involved in the dispute shall share the fees and expenses of the consultant equally. If a consultant cannot be agreed upon, or if the consultant's recommendations are not acceptable to the Parties, and unless the Parties otherwise agree, the matter may be resolved by litigation and any Party may, at its option, pursue any available legal remedy including, but not limited to, injunctive and other equitable relief.

## **ASSIGNMENT OF AGREEMENT**

25. Without the prior written consent of DWR, SBVMWD, and SGPWA, this Agreement is not assignable by SBVMWD or SGPWA in whole or in part.

## **PARAGRAPH HEADINGS**

26. The paragraph headings of this Agreement are for the convenience of the Parties and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

## **OPINION AND DETERMINATION**

27. Where the terms of this Agreement provide for actions to be based upon the opinion, judgment, approval, review, or determination of any party, such terms are to be construed as providing that such opinion, judgment, approval, review, or determination be reasonable.

## **MODIFICATION OF AGREEMENT**

28. No modification of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties to this Agreement.

## **SIGNATURE CLAUSE**

29. The signatories represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. A copy of any resolution or other documentation authorizing SBVMWD and SGPWA to enter into this Agreement, if such resolution or authorization is required, shall be provided to DWR before the execution of this Agreement.

## **EXECUTION**

30. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.
31. All Parties will receive an executed copy of this Agreement via DocuSign after all Parties have signed.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement.

Approved as to Legal Form  
and Sufficiency

STATE OF CALIFORNIA DEPARTMENT  
OF WATER RESOURCES

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Ann K. B. Carroll  
General Counsel  
Department of Water Resources

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John Yarbrough  
Deputy Director  
State Water Project

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Date

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Date

SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT

SAN GORGONIO PASS WATER  
AGENCY

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Name

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Name

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Title

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Title

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Date

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Date

Attachment B

State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES

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AMENDMENT NO. 21 TO THE WATER SUPPLY CONTRACT  
BETWEEN  
THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA  
AND  
SAN GORGONIO PASS WATER AGENCY

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SWP #25008

THIS AMENDMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
pursuant to the provisions of the California Water Resources Development Bond Act,  
the Central Valley Project Act, and other applicable laws of the State of California,  
between the State of California, acting by and through its Department of Water  
Resources, hereinafter referred to as the "State", and San Gorgonio Pass Water  
Agency, hereinafter referred to as the "Agency." The State and the Agency may be  
referred to individually as "Party," or collectively as "Parties."

## RECITALS

- A. On November 16, 1962, the State and the Agency entered into and subsequently amended a water supply contract, providing that the State shall supply certain quantities of water to the Agency and providing that the Agency shall make certain payments to the State, and setting forth the terms and conditions of such supply and such payments (herein referred to as the "Agency's Water Supply Contract").
- B. On August 20, 1996, the State, the Agency, and San Bernardino Valley Municipal Water District (San Bernardino) entered into an Agreement titled "California Aqueduct East Branch Extension to San Gorgonio Pass Participation Agreement [Final Design and Construction]," herein referred to as the "1996 Participation Agreement," to improve existing water conveyance facilities and to construct new facilities to extend the State Water Project (SWP) through San Bernardino's service area to the Agency's service area, known as the "East Branch Extension," in two phases, Phase I and Phase II.
- C. On March 27, 1997, the State and the Agency, via Amendment No. 15 to the Agency's Water Supply Contract, agreed to participate together in the new conveyance and pumping facilities of the East Branch Extension (EBX) by, among other provisions, adding Article 59 – East Branch Extension Facilities to the Agency's Water Supply Contract, which defined the "East Branch Extension Facilities" and incorporated financial provisions for payments to be made by the Agency to the State for those facilities, including the Agency's obligation to return to the State an amount equal to all capital costs and financing costs allocated to the Agency which the State incurs for the construction of East Branch Extension Facilities.
- D. On July 14, 1998, the State, the Agency, and San Bernardino entered into an Agreement titled "California Aqueduct East Branch Extension to San Gorgonio Pass Agreement to Assign Capacity Rights and Right of Way in Existing Facilities," herein referred to as the "1998 Capacity Rights Agreement," which provided for the assignment of the Agency's and San Bernardino's capacity rights in San Bernardino's water conveyance facilities to the State to be used as part of the EBX and granted to the State access rights to those water conveyance facilities.
- E. On August 20, 1999, the State, the Agency, and San Bernardino entered into "Amendment 1 to California Aqueduct East Branch Extension to San Gorgonio Pass Participation Agreement [Final Design and Construction] and to California Aqueduct East Branch Extension to San Gorgonio Pass Agreement to Assign Capacity Rights and Right of Way in Existing Facilities," herein referred to as the "1999 Amendment," to amend the 1996 Participation Agreement and the 1998 Capacity Rights Agreement.

- F. The 1999 Amendment added certain additional facilities to the EBX and redefined EBX Repayment Reaches, resulting in the current definition of Repayment Reaches 2A, 2B, and 2C of EBX Phase I representing a branch of SWP water conveyance facilities parallel with and connecting to the extents of EBX Phase II Repayment Reaches 2D and 2E, as shown in Exhibit A to the 1999 Amendment.
- G. The 1999 Amendment provided that the State shall construct improvements to San Bernardino's existing Greenspot Pump Station and certain associated facilities within EBX Phase I to increase the efficiency of delivering water through these facilities. The 1999 Amendment also added Paragraph 4d to the 1996 Participation Agreement, which provided that San Bernardino agrees to allow the State to deliver SWP water through the improved Greenspot Pump Station and associated facilities until EBX Phase II facilities are completed and in operation.
- H. In 2017, Reaches 2D and 2E of the EBX Phase II became operational, including the newly constructed Citrus Reservoir and Citrus Pump Station.
- I. On October 16, 2018, the Agency and San Bernardino submitted a letter to the State requesting that the State evaluate the costs for the State's improvements to the Greenspot Pump Station and associated facilities within EBX Reaches 2A, 2B, and 2C for repayment by San Bernardino to allow San Bernardino to begin the "buyback" process of these facilities, pursuant to the 1999 Amendment.
- J. After EBX Phase II became operational, EBX Reaches 2A, 2B, and 2C, including the Greenspot Pump Station and associated facilities, have largely become surplus SWP facilities, and therefore the State agrees to relinquish the State's capacity rights in these facilities and to remove EBX Reaches 2A, 2B, and 2C from the list of SWP facilities.
- K. The State and the District also desire to update the District's Water Supply Contract to replace occurrences of "Mentone Reservoir" and "Mentone Pump Station" with "Citrus Reservoir" and "Citrus Pump Station," respectively.
- L. The State and the Agency also desire to make certain other changes and additions to the Agency's Water Supply Contract, while otherwise continuing the Agency's Water Supply Contract in full force and effect.
- M. The State and San Bernardino, contemporaneously with the execution of this Amendment, plan to enter into "Amendment No. 20 to the Water Supply Contract between the Department of Water Resources of the State of California and San Bernardino Valley Municipal Water District," which is substantially similar to this Amendment.
- N. The State and the Agency agree that several other agreements and amendments are needed to implement the State's relinquishment of its rights and obligations for EBX Reaches 2A, 2B, and 2C, and the removal of named facilities within

those Reaches from the list of SWP facilities, including but not limited to an agreement titled "Agreement between the Department of Water Resources of the State of California, San Bernardino Valley Municipal Water District, and San Gorgonio Pass Water Agency for Repayment of Debt Service Associated with Greenspot Pump Station and Associated Facilities, Removal of These Facilities from the List of State Water Project Facilities, and Designation of New Delivery Structures," and the Parties intend to execute these agreements and other documents as a package of agreements contemporaneously with the execution of this Amendment.

NOW THEREFORE, IT IS MUTUALLY AGREED, as follows:

1. The "East Branch Extension Phase I" and "East Branch Extension Phase II" portions of Table G in Article 23(c) of the Agency's Water Supply Contract are amended to read:

<u>Aqueduct Reach</u>	<u>Major Features of Reach</u>
<b>East Branch Extension Phase I</b>	
Devil Canyon Powerplant Afterbay to Junction, Foothill Pipeline near Cone Camp Road	Foothill Pipeline
Junction, Foothill Pipeline near Cone Camp Road to Crafton Hills Pump Station  (These aqueduct reaches were part of the State Water Project East Branch Extension Facilities from the effective date of Amendment No. 15 to the Agency's Water Supply Contract through the effective date of Amendment No. 20 to the Agency's Water Supply Contract)	Foothill Pipeline, SARC Pipeline, Greenspot Pump Station Annex, Morton Canyon Pipeline, Greenspot Pipelines  (These major features of the aqueduct reaches were part of the State Water Project East Branch Extension Facilities from the effective date of Amendment No. 15 to the Agency's Water Supply Contract through the effective date of Amendment No. 20 to the Agency's Water Supply Contract)
Crafton Hills Pump Station to Garden Air Creek, south of San Bernardino-Riverside County Line	Crafton Hills Pump Station, Crafton Hills Pipeline, Bryant Pipeline

Garden Air Creek to Terminus at Noble Creek	Singleton Pipeline, Cherry Valley Pump Station, Noble Creek Pipeline
<b><u>East Branch Extension Phase II</u></b>	
Devil Canyon Powerplant Afterbay to Junction, Foothill Pipeline near Cone Camp Road	Foothill Pipeline
Junction, Foothill Pipeline near Cone Camp Road to Citrus Pump Station	South leg of Mentone, Connector Pipeline, Citrus Reservoir
Citrus Pump Station to Crafton Hills Pump Station	Citrus Pump Station, East leg of Mentone, Connector Pipeline
Crafton Hills Pump Station to Garden Air Creek, south of San Bernardino-Riverside County Line	Crafton Hills Pump Station, Crafton Hills Pipeline, Bryant Pipeline
Garden Air Creek to Terminus at Noble Creek	Singleton Pipeline, Cherry Valley Pump Station, Noble Creek Pipeline

2. Subdivision (c) is added to Article 59 of the Agency's Water Supply Contract to read as follows:

Notwithstanding the provisions of Article 11, measuring devices and equipment to be installed in any delivery structure pursuant to Article 10 for delivery of project water to the Agency from the East Branch Extension Facilities may be acquired, installed, maintained, and operated by the Agency, subject to the State's prior written approval. Such measuring devices and equipment shall be installed under the supervision of the State and shall be examined and tested by the State upon installation to ensure their accuracy. The State may request the Agency to upgrade or replace such measuring devices and equipment to ensure accurate measurements. The Agency shall examine, test, and service such measuring devices and equipment regularly to ensure their accuracy, shall keep and maintain accurate and complete measurements and records therefrom, and shall promptly provide all such measurements and records to the State. At any time or times, the State and any other contractor may inspect such devices and equipment and the measurements and records taken therefrom. Provisions of Article 11 shall apply to

all measuring devices and equipment acquired and installed by the State.

3. This Amendment shall become effective upon execution by the Parties; provided that this Amendment shall be effective only if both Amendment No. 20 to San Bernardino Valley Municipal Water District's Water Supply Contract and an agreement titled "Agreement between the Department of Water Resources of the State of California, San Bernardino Valley Municipal Water District, and San Gorgonio Pass Water Agency for Repayment of Debt Service Associated with Greenspot Pump Station and Associated Facilities, Removal of These Facilities from the List of State Water Project Facilities, and Designation of New Delivery Structures" become effective.
4. The Parties agree to accept electronic signatures generated using DocuSign as original signatures.
5. Except as amended herein, all other provisions of the Agency's Water Supply Contract remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this amendment on the date first above written.

Approved as to Legal Form  
and Sufficiency:

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Ann K. B. Carroll  
General Counsel  
Department of Water Resources

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Date

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

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Karla A. Nemeth  
Director

---

Date

SAN GORGONIO PASS WATER  
AGENCY

---

Name

---

Title

---

Date

Attachment C

State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES

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AMENDMENT NO. 2  
TO  
CALIFORNIA AQUEDUCT EAST BRANCH EXTENSION  
TO SAN GORGONIO PASS AGREEMENT  
TO ASSIGN CAPACITY RIGHTS  
AND RIGHT OF WAY IN EXISTING FACILITIES

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THIS AMENDMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
pursuant to the provisions of the California Water Resources Development Bond Act,  
the Central Valley Project Act, and other applicable laws of the State of California,  
between the State of California, acting by and through its Department of Water  
Resources, hereinafter referred to as the “Department”, San Bernardino Valley  
Municipal Water District, hereinafter referred to as “SBVMWD”, and San Gorgonio Pass  
Water Agency, hereinafter referred to as “SGPWA.” The Department, SBVMWD, and  
SGPWA may be referred to individually as “Party” or collectively as “Parties.”

## RECITALS

- A. The Department, SBVMWD, and SGPWA have entered into and subsequently amended long-term water supply contracts providing that the Department shall supply certain quantities of water to SBVMWD and SGPWA and providing that SBVMWD and SGPWA shall make certain payments to the Department, and setting forth the terms and conditions of such supply and such payments (herein referred to as "SBVMWD's Water Supply Contract" and "SGPWA's Water Supply Contract," respectively).
- B. On August 20, 1996, the Parties have entered into an agreement titled "California Aqueduct East Branch Extension to San Gorgonio Pass Participation Agreement [Final Design and Construction]," herein referred to as the "1996 Participation Agreement," to improve existing water conveyance facilities and to construct new facilities to extend the State Water Project (SWP) through SBVMWD's service area to SGPWA's service area, known as the "East Branch Extension," in two phases, Phase I and Phase II.
- C. On July 14, 1998, the Parties entered into an Agreement titled "California Aqueduct East Branch Extension to San Gorgonio Pass Agreement to Assign Capacity Rights and Right of Way in Existing Facilities," herein referred to as the "1998 Capacity Rights Agreement," which provided for the assignment of SBVMWD's and SGPWA's capacity rights in SBVMWD's water conveyance facilities to the Department to be used as part of the East Branch Extension (EBX) and granted to the Department access rights to those water conveyance facilities.
- D. On August 20, 1999, the Parties entered into "Amendment 1 to California Aqueduct East Branch Extension to San Gorgonio Pass Participation Agreement [Final Design and Construction] and to California Aqueduct East Branch Extension to San Gorgonio Pass Agreement to Assign Capacity Rights and Right of Way in Existing Facilities," herein referred to as the "1999 Amendment," to amend the 1996 Participation Agreement and 1998 Capacity Rights Agreement.
- E. The 1999 Amendment added certain additional facilities to the EBX and redefined EBX Repayment Reaches, resulting in the current definition of Repayment Reaches 2A, 2B, and 2C of EBX Phase I representing a branch of SWP water conveyance facilities parallel with and connecting to the extents of EBX Phase II Repayment Reaches 2D and 2E, as shown in Exhibit A to the 1999 Amendment.
- F. The 1999 Amendment provided that the Department shall construct improvements to SBVMWD's existing Greenspot Pump Station and certain associated facilities within EBX Phase I to increase the efficiency of delivering water through these facilities. The 1999 Amendment also added Paragraph 4d to the 1996 Participation Agreement which provided that SBVMWD agrees to allow the Department to deliver SWP water through the improved Greenspot Pump

Station and associated facilities until EBX Phase II facilities are completed and in operation.

- G. On December 29, 2014, the Parties have entered into an agreement titled “Joint Exercise of Powers Agreement Among the State of California, Department of Water Resources, the San Bernardino Valley Municipal Water District, and the San Gorgonio Pass Water Agency Relating to the Operation and Maintenance of the East Branch Extension,” to provide for the Parties’ respective rights and obligations related to the operations and maintenance (O&M) of the EBX facilities, herein referred to as the “EBX O&M Joint Exercise of Powers Agreement.”
- H. In 2017, Reaches 2D and 2E of EBX Phase II became operational.
- I. On June 25, 2020, as a result of completion of the EBX Phase II facilities, SBVMWD and SGPWA entered into the “Fourth Joint Facilities Agreement Between San Bernardino Valley Municipal Water District and San Gorgonio Pass Water Agency,” which superseded the previous Joint Facilities Agreements and formalized and finalized the terms and conditions regarding certain capacity rights and payment obligations among SBVMWD and SGPWA in the local conveyance facilities utilized to deliver SWP water to SBVMWD and SGPWA.
- J. After EBX Phase II became operational, EBX Reaches 2A, 2B, and 2C, including the Greenspot Pump Station and associated facilities, have largely become surplus SWP facilities, and therefore the Department agrees to relinquish the Department’s capacity rights in these facilities and to remove EBX Reaches 2A, 2B, and 2C from the list of SWP facilities.
- K. The Parties desire to amend the 1998 Capacity Rights Agreement to document the Department’s relinquishment of its capacity rights for the EBX Reaches 2A, 2B, and 2C.
- L. The Department, SBVMWD, and SGPWA, concurrent with this Amendment, intend to amend SBVMWD’s and SGPWA’s respective Water Supply Contracts to remove EBX Reaches 2A, 2B, and 2C from the list of SWP facilities.
- M. The Department, SBVMWD, and SGPWA desire that, after execution of this Amendment, responsibility for control, carriage, handling, use, disposal, and distribution of water through Reaches 2A, 2B, and 2C shall belong to SBVMWD and SGPWA, as they may agree.
- N. The Department, SBVMWD, and SGPWA intend that the Department continue to utilize the assigned capacity rights that remain part of the EBX within the SWP facilities, after EBX Reaches 2A, 2B, and 2C are removed from the list of SWP facilities, for conveyance and delivery of SWP water to SBVMWD and SGPWA.
- O. The Department, SBVMWD, and SGPWA agree that, in addition to this Amendment, several other agreements and amendments are needed to

implement the Department's relinquishment of its rights and obligations for EBX Reaches 2A, 2B, and 2C, and the removal of named facilities within those Reaches from the list of SWP facilities, including but not limited to an agreement titled "Agreement between the Department of Water Resources of the State of California, San Bernardino Valley Municipal Water District, and San Gorgonio Pass Water Agency for Repayment of Debt Service Associated with Greenspot Pump Station and Associated Facilities, Removal of These Facilities from the List of State Water Project Facilities, and Designation of New Delivery Structures," and the Parties intend to execute these agreements and other documents as a package of agreements contemporaneously with the execution of this Amendment.

NOW THEREFORE, IT IS MUTUALLY AGREED, that the agreement titled "California Aqueduct East Branch Extension to San Gorgonio Pass Agreement to Assign Capacity Rights and Right of Way in Existing Facilities" shall be amended as follows:

1. Paragraph 1(i) is amended to read:

"PROJECT WATER" shall have the meaning as defined in SBVMWD's and SGPWA's respective Water Supply Contracts.

2. Paragraph 1(j) is inserted to read:

"THIRD JOINT FACILITIES AGREEMENT" shall mean the "Third Joint Facilities Agreement Between San Bernardino Valley Municipal Water District and San Gorgonio Pass Water Agency" entered into between SBVMWD and SGPWA on February 17, 2015.

3. Paragraph 1(k) is inserted to read:

"FOURTH JOINT FACILITIES AGREEMENT" shall mean the "Fourth Joint Facilities Agreement Between San Bernardino Valley Municipal Water District and San Gorgonio Pass Water Agency" entered into between SBVMWD and SGPWA on June 25, 2020. The Fourth Joint Facilities Agreement has superseded the First, Second, and Third Joint Facilities Agreements. Any references to the "First and Second Joint Facilities Agreements" in this agreement shall be replaced with references to "the Fourth Joint Facilities Agreement."

4. Paragraph 11 is amended to read:

SBVMWD shall convey fee title to the site for the Crafton Hills Pumping Plant to the Department.

5. Paragraph 13 is amended to read:

SBVMWD shall not require any payment for the assignment of and use of capacity

under this agreement, nor for the transfer of land for the pumping plant described in paragraph 11. Charges for O&M costs shall be addressed in the O&M Agreement.

6. Exhibit A is replaced with a revised Exhibit A, as provided at the end of this Amendment.

The Parties agree to accept electronic signatures generated using DocuSign as original signatures. This Amendment shall become effective upon execution by the Parties; provided that this Amendment shall be effective only if an agreement titled "Agreement between the Department of Water Resources of the State of California, San Bernardino Valley Municipal Water District, and San Gorgonio Pass Water Agency for Repayment of Debt Service Associated with Greenspot Pump Station and Associated Facilities, Removal of These Facilities from the List of State Water Project Facilities, and Designation of New Delivery Structures" becomes effective.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

Approved as to Legal Form  
and Sufficiency:

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

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Ann K. B. Carroll  
General Counsel  
Department of Water Resources

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John Yarbrough  
Deputy Director  
State Water Project

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Date

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Date

SAN GORGONIO PASS WATER  
AGENCY

SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT

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Name

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Name

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Title

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Title

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Date

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Date

**EAST BRANCH EXTENSION - PHASE 1**  
**AGREEMENT TO ASSIGN CAPACITY RIGHTS AND RIGHT OF WAY IN EXISTING FACILITIES**

**EXHIBIT A**  
**SHEET 1 OF 3**  
**SBVMWD WATER CONVEYANCE FACILITIES and CAPACITIES**

(a) PIPELINE SEGMENT NUMBER	(b) WATER CONVEYANCE FACILITY NAME	(c) SEGMENT BEGINNING STATION	(d) SEGMENT ENDING STATION	(e) SEGMENT LENGTH (feet)	(f) PIPELINE SIZE (inch)	(g) PIPELINE CAPACITY (cfs)	CAPACITY ASSIGNED TO THE DEPARTMENT		(j) NOTES
							(h) SBVMWD (cfs)	(i) SGPWA (cfs)	
1	SBVMWD TURNOUT	38+66	45+62	700	72	288	224	64	Note 1
2	FOOTHILL, PHASE 1	9+98	228+59	21,860	75	288	224	64	Note 2
3	FOOTHILL, PHASE 2	235+34	745+59	56,317	78	288	224	64	--

EAST BRANCH EXTENSION - PHASE 1  
AGREEMENT TO ASSIGN CAPACITY RIGHTS AND RIGHT OF WAY IN EXISTING FACILITIES

EXHIBIT A  
SHEET 2 OF 3  
SBVMWD WATER CONVEYANCE FACILITIES and CAPACITIES

EXPLANATION of COLUMNS

- (a): Pipeline Segment Number is arbitrary and consecutive number. Segment is used to distinguish from reach used in other documents.
- (b): Water Conveyance Facility Name is the local name.
- (c): Segment Beginning Station is from pipeline As Built drawing, or from design drawings, and is rounded to nearest foot.
- (d): Segment Ending Station is from pipeline As Built drawings, or from design drawings, and is rounded to nearest foot.
- (e): Segment Length is approximate length from stationing, not accounting for equations, or for elevation differences and is rounded to nearest 10 feet.
- (f): Pipeline Size is nominal inside diameter, inches.
- (g): Pipeline Capacity, cfs, is as agreed.
- (h): SBVMWD Capacity Transferred to the Department as agreed.
- (i): SGPWA Capacity Transferred to the Department as agreed which is its capacity in these pipelines under the currently effective Joint Facilities Agreement.
- (j): Notes are continued on sheet 3.

EAST BRANCH EXTENSION - PHASE 1  
AGREEMENT TO ASSIGN CAPACITY RIGHTS AND RIGHT OF WAY IN EXISTING FACILITIES  
EXHIBIT A  
SHEET 3 OF 3  
SBVMWD WATER CONVEYANCE FACILITIES and CAPACITIES  
NOTES

Note 1: SBVMWD Turnout is part of Devil Canyon Powerplant works. Turnout is at Devil Canyon First Afterbay. SBVMWD Turnout Station 45+62 = Foothill Phase 1 Station 9+98.

Note 2: Foothill Phase 1 Station 228+59 = Foothill Phase 2 Station 235+34.

Operation and Maintenance Duties for the East Branch Extension  
to be Accomplished Cooperatively by the  
Department of Water Resources (DWR), the  
San Bernardino Valley Municipal Water District (SBWMWD), And the  
San Gorgonio Pass Water Agency (SGPWA)

By signing below, the authorized representatives of the California Department of Water Resources, San Bernardino Valley Municipal Water District, and San Gorgonio Pass Water Agency (collectively referred to as "Parties") approve revisions to "Exhibit A – Attachment 1" to the Joint Exercise of Powers Agreement among the State of California, Department of Water Resources, the San Bernardino Valley Municipal Water District, and the San Gorgonio Pass Water Agency Relating to the Operation and Maintenance of the East Branch Extension, dated December 29, 2014, Contract No. 4600010814. The revised "Exhibit A – Attachment 1" attached hereto reflects the transfer of EBX Reaches 2A, 2B, and 2C, including the Greenspot Pump Station and associated facilities, from DWR to SBWMWD, and shall become effective when all Parties have signed; provided that these revisions shall be effective only if an agreement titled "Agreement between the Department of Water Resources of the State of California, San Bernardino Valley Municipal Water District, and San Gorgonio Pass Water Agency for Repayment of Debt Service Associated with Greenspot Pump Station and Associated Facilities, Removal of These Facilities from the List of State Water Project Facilities, and Designation of New Delivery Structures" becomes effective.

CALIFORNIA DEPARTMENT  
OF WATER RESOURCES

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Name

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Title

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Date

SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

SAN GORGONIO PASS  
WATER AGENCY

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Name

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Name

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Title

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Title

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Date

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Date

Operation and Maintenance Duties  
for the East Branch Extension  
to be Accomplished Cooperatively by the  
Department of Water Resources (DWR), the  
San Bernardino Valley Municipal Water District (SBWMWD), And the  
San Gorgonio Pass Water Agency (SGPWA) – Revised \_\_\_\_\_

**1. EAST BRANCH EXTENSION OPERATIONS:**

- a. SBVMWD and SGPWA shall be responsible to operate the following sites, structures, appurtenances, and improvements:
  - i. Citrus, Crafton Hills, and Cherry Valley Pump Stations, surge riser, air chambers, switchyards, forebay tanks, inlet and discharge piping, buildings, valve vaults, meters, and other associated pump station appurtenances and improvements.
  - ii. Mentone Pipeline, Yucaipa Connector Pipeline, Crafton Hills Pipeline, Bryant Street Pipeline, Singleton and Noble Creek Pipelines, pipeline blow-offs, air and vacuum valves, vaults, and other associated pipeline appurtenances and improvements.
  - iii. Citrus and Crafton Hills reservoirs, reservoir control buildings, reservoir inlet and outlet works, spillways, and other associated appurtenances and improvements.
  - iv. Carter Street and Garden Air Creek Valve Facilities, control buildings, valve vaults, meters, and other associated appurtenances and improvements.
  - v. Fiber Optic Cable and other associated appurtenances such as but not limited to splice enclosures, fiber patch panels, fiber attenuators, and patch cables.
  - vi. Cathodic protection system for the pipelines.
  - vii. Yucaipa Pipeline Intertie, Foothill Pipeline Intertie, Greenspot Pipeline Intertie, Yucaipa Lakes turnout, Little San Gorgonio Creek turnout, and North Noble Creek turnout.
  - viii. Supervisory Control and Data Acquisition (SCADA), Plant Control Equipment and Communications Systems which includes Network Equipment, Multiplexers, transceivers, and DC Power Systems.

- ix. Citrus orchard surrounding the Citrus Reservoir and pumping plant.
- b. Additionally, SBVMWD and SGPWA shall be responsible for the following tasks:
  - i. Water scheduling, meter reading, and billing for all participants and recipients of water downstream of the inlet to the Foothill Pipeline at the Devil Canyon Powerplant (1<sup>st</sup>) Afterbay.
  - ii. Execution of water movements between facilities and other agencies. These activities include: starting, stopping, and monitoring of pumping units, dewatering and filling of pipelines when such collaboration is feasible, monitoring of plant systems, and reporting equipment problems (Trouble Calls) to the DWR Devil Canyon Power Plant Operator at (661)944-8760.
  - iii. Water quality sampling, testing, and distribution of data for the EBX.
  - iv. Environmental monitoring, erosion control, mitigation, and regulatory compliance downstream of the inlet to the Foothill Pipeline.
  - v. Daily visual monitoring of Citrus Reservoir, Crafton Hills Reservoir, reservoir embankments, and appurtenant structures. Maintenance of records of daily monitoring. Immediate notification to the Southern Field Division ACC at (661) 944-8600 of any abnormal conditions observed. Immediate notification to the Southern Field Division ACC at (661) 944-8600 and the lead SWP Dam Safety Engineer at (916) 902-6921 and (916) 820-7837 of any abnormal conditions observed at reservoirs under dam safety regulatory authority (e.g. Crafton Hills Reservoir). Abnormal condition is defined as any condition that deviates from normally observed and expected conditions or could be considered a threat to the facility's structural integrity.
  - vi. Adhering to requirements as specified in the SWP Security Instructions.
  - vii. Patrol of EBX property and rights of way, and taking appropriate actions to prevent and/or suspend unauthorized encroachments, including notification to DWR and other appropriate authorities.

- viii. Adhering to policies and procedures to meet required NERC-WECC Regulatory Compliance.
- ix. Conduct Section 13.f.3 for NERC-WECC Regulatory Compliance.

c. DWR shall be responsible for the following tasks:

- i. Setting standards for Security of Critical Infrastructure, and auditing such standards, as to:
  - a. NERC and WECC criteria as set forth by both CIP and O&P Standard/Requirement criteria current and for future revised versions.
  - b. Meeting both CIP and O&P Security requirements of such facilities/plants and updating pertinent and associated documentation
  - c. Being consistent with all SWP related facilities for physical security as to access controls, guards, physical intrusion detection, fencing, electronic/CCTV Surveillance, monitoring station(s), and agreements with local and state/federal law enforcement.
  - d. Developing SWP Security Instructions for such facilities/plants
  - e. Developing Emergency Notification call list and flow chart
  - f. Meeting other regulatory requirements of the State as they may arise.

2. EAST BRANCH EXTENSION MAINTENANCE:

- a. DWR shall be responsible for the following maintenance tasks:
  - i. Isolation of equipment to allow maintenance work, excluding the collaboration of draining of pipelines cited in 1.b.ii and facilities being isolated. (Safe Clearance Procedures – DWR Project O&M Instruction OP-2).
  - ii. Maintenance of pumping units and associated water conveyance systems. Maintenance and repair shall include the following:

- a. All pumps, motors, and drives.
- b. All piping, valves, and piping appurtenances.
- c. Electrical components associated with the pumps, motors, and drives, including the switchyard equipment, switchgear, transformers, and uninterruptable power supplies (UPS).
- d. Hydraulic power units and associated systems.
- e. Emergency power generators.
- f. Compressed air, compressed carbon dioxide including maintenance and testing of fire alarm and suppression systems and equipment, and all other unit and plant systems.

- iii. Monitor, maintain, and schedule periodic preventive maintenance on the Plant Control System hardware, firmware, and software programmable devices within the EBX plants. DWR will be responsible to prepare documents and records if applicable, in compliance with mandated Regulatory standards for these systems. DWR will also provision and store Programmable Logic Controller (PLC) assembly spare parts for these systems onsite for use by DWR, SBVMWD, and/or SGPWA maintenance personnel responding to equipment outages.
- iv. Maintenance of the microwave equipment and towers in conjunction with the California Governor's Office of Emergency Services Public Safety Communications.
- v. Monitoring and Maintenance of the EBX Systems Operations Network (routers, switches, hubs, firewalls, and associated equipment) equipment located at Devil Canyon Power Plant. DWR will be responsible to prepare documents and records, if applicable, in compliance with mandated Regulatory standards for these systems.
- vi. Monitoring and inspection of EBX dams and appurtenant structures to maintain:
  - a. Compliance with SWP Dam Safety Program requirements

- b. Compliance with Division of Safety of Dams' regulatory requirements
  - c. Compliance with FERC Dam Safety regulatory requirements as applicable.
- b. SBVMWD and SGPWA shall be responsible for the following maintenance tasks:
  - i. Maintenance of EBX buildings, vault hatches, vault vent pipes, fences, walls and grounds around all facilities, access roads, and permanent right of way downstream of the inlet to the Foothill Pipeline. Maintenance and repair shall include the following facilities:
    - a. All buildings, including the restroom facilities, lights, HVAC units, doors, and windows. DWR shall be notified (SFD ACC) on any vendor call outs or other maintenance needs for all HVAC systems.
    - b. Vault access hatches and external vent pipe.
    - c. Exclusionary fencing, walls, and gates.
    - d. Site lighting.
    - e. Site hardscape and landscaping.
  - ii. Maintenance of all SBVMWD-owned pipelines, buildings, pump stations, vaults, and associated water conveyance systems operated in conjunction with the EBX system.
  - iii. Schedule periodic preventive maintenance on the software programmable devices within the turnout and similar structures as well as provisioning spare parts for use by SBVMWD and/or SGPWA maintenance personnel.
  - iv. Monitor system and maintenance of the fiber optic cable, T1 transceivers, Ethernet fiber optic transceivers, multiplexer systems, DC Power Systems, Voice Systems, and all Network Equipment (routers, switches, hubs, and firewalls) excluding the Operations Network Equipment located at Devil Canyon Power Plant. Responsible to prepare documents and records if applicable, in compliance with mandated Regulatory standards for these systems.

- v. Maintenance and management of the citrus orchard surrounding the Citrus Reservoir and pumping plant.

### **3. FACILITIES AND RIGHT OF WAY SECURITY**

- a. SBVMWD and SGPWA shall make reasonable efforts to protect the EBX facilities and rights of way from public trespass, vandalism, and unauthorized encroachments. In so doing SBVMWD and SGPWA shall employ all applicable security measures that are employed throughout the SWP. These measures may include the use of contracted services for regularly scheduled patrols, regular communication with the DWR O&M Security Committee, and appropriate signage.
- b. SBVMWD and SGPWA shall arrange through contract for the above-mentioned services for regularly scheduled security patrols.
- c. SBVMWD and SGPWA shall arrange through contract for the marking of the underground utilities of the EBX system associated with Underground Service Alerts. As the facility owner, DWR shall be notified and made aware of any EBX system request for marking of underground utilities prior to any digging commencing.

### **4. SECURITY**

- a. Network Security
  - i. All SBVMWD and SGPWA operation and maintenance use of the Supervisory Control and SCADA Communications Systems (Operations Network and Multiplexer Systems) as described in Section 1 and 2 above shall conform to DWR's SWP Security Program Instructions No. SP-5, any subsequent updates which will be supplied by DWR in a timely manner, and any other applicable Regulatory standards. In instances of conflict, the more stringent of the two requirements prevails. To that end, SBVMWD and SGPWA shall not change or add user permissions, workstation connections, internet access, personal computer software, or other service in a manner that would reduce or adversely affect network security or in conflict with policy or Regulatory requirements.
- b. Plant and Pipeline Structures Security
  - i. DWR will be responsible for operation and maintenance of security systems at Citrus, Crafton Hills, and Cherry Valley

pumping plants, Carter Street valve vaults, and Garden Air Creek Valve vaults.

5. ENGINEERING DEVELOPMENT FOR CONTROL AND COMMUNICATIONS SYSTEMS

a. Control Systems

- i. DWR shall manage Plant Control System microprocessor based hardware and firmware and provide engineering for software development and maintenance for the programmable devices within the pump stations and appurtenant facilities that implement switchyard, valve, hydraulic power unit, pump motors, variable frequency drives, plant and unit protection, and supervisory control as well as emergency shutdown, and human-machine interfacing, in accordance with practices established by DWR for State Water Project facilities. Normally this will mean that Southern Field Division will generate Work Requests to provide minor changes and generate Field Change Modification Transmittals to coordinate major changes. DWR will assign resources to accomplish approved changes which may involve DWR, SBVMWD, and/or SGPWA resources as agreed appropriate.
- ii. When SBVMWD and/or SGPWA provide engineering development services, SBVMWD and/or SGPWA, as applicable, shall deliver to DWR documentation updates, including software documentation (i.e. object files, source files, configuration files), in a format that provides the means to rebuild or replace any of the programmable devices referenced in the preceding paragraph to the latest approved condition of operation. Proposed changes impacting the Plant Control System equipment shall be reviewed by DWR staff prior to implementation and managed in accordance with practices established by DWR for State Water Project facilities. Where new or extended software licenses are incorporated into changes performed by SBVMWD and/or SGPWA, SBVMWD and/or SGPWA, as applicable, shall also furnish current legal software licenses to DWR.
- iii. SBVMWD or SGPWA, as appropriate, shall be responsible for engineering changes for programmable devices within EBX turnouts and similar structures and at SBVMWD and SGPWA headquarters.

b. Communications

- i. Proposed changes impacting the fiber optic cable, multiplexer systems, Operations Network, or the DC Power System shall be reviewed by DWR communications staff prior to implementation and managed in accordance with practices established by DWR for State Water Project facilities and in alignment with applicable Regulatory standards. DWR will assign resources to accomplish approved changes which may involve DWR, SBVMWD, and/or SGPWA resources as agreed upon by all parties. Priorities and timeframes for changes will be incorporated into the SWP Annual Maintenance Schedule. Any proposed change requests submitted after the SWP Annual Maintenance Schedule is published will require priority and timeframe agreement between DWR and SBVMWD and/or SGPWA.
- ii. When SBVMWD and/or SGPWA provide engineering development services, SBVMWD and/or SGPWA, as applicable, shall deliver to DWR documentation updates, including software documentation (i.e. object files, source files, configuration files) in a format that provides the means to rebuild or replace any of the equipment or devices referenced in the preceding paragraph. Where new or extended software licenses are incorporated into changes performed by SBVMWD and/or SGPWA, SBVMWD and/or SGPWA, as applicable, shall also furnish current legal software licenses to DWR.

State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES

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MULTI-YEAR AGREEMENT BETWEEN  
THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA,  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT,  
AND SAN GORGONIO PASS WATER AGENCY  
FOR  
INTRODUCTION AND CONVEYANCE OF NON-PROJECT WATER  
IN THE STATE WATER PROJECT FACILITIES

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SWP #25009

THIS AGREEMENT is made pursuant to the provisions of the California Water Resources Development Bond Act, and other applicable laws of the State of California, between the Department of Water Resources of the State of California, herein referred to as "DWR," San Bernardino Valley Municipal Water District, herein referred to as "SBVMWD," and San Gorgonio Pass Water Agency, hereinafter referred to as "SGPWA." DWR, SBVMWD, and SGPWA may be referred to individually as "Party", or collectively as "Parties."

## RECITALS

- A. On December 30, 1960, DWR and SBVMWD entered into and subsequently amended a water supply contract providing that DWR shall supply certain quantities of water to SBVMWD and providing that SBVMWD shall make certain payments to DWR, and setting forth the terms and conditions of such supply and such payments (herein referred to as "SBVMWD's Water Supply Contract").
- B. On November 16, 1962, DWR and SGPWA entered into and subsequently amended a water supply contract providing that DWR shall supply certain quantities of water to SGPWA and providing that SGPWA shall make certain payments to DWR, and setting forth the terms and conditions of such supply and such payments (herein referred to as "SGPWA's Water Supply Contract").
- C. Before or contemporaneously with the execution of this Agreement, the Parties plan to execute a package of agreements that sets forth the terms and conditions for DWR's relinquishment of its rights and obligations for East Branch Extension (EBX) Reaches 2A, 2B, and 2C to SBVMWD and SGPWA, and the removal of those Reaches from the list of State Water Project (SWP) facilities.
- D. The Parties agree that, after the removal of EBX Reaches 2A, 2B, and 2C from the list of SWP facilities and in the case of a capacity limitation or an outage of SWP conveyance facilities in EBX Reaches 2D and 2E, SBVMWD's and SGPWA's SWP water supplies may be delivered through SBVMWD's local conveyance facilities, formerly SWP EBX Reaches 2A, 2B, and 2C, between EBX Reach 1 and EBX Reach 3A.
- E. SBVMWD and SGPWA have entered into a series of Joint Facilities Agreements, with the Fourth Joint Facilities Agreement, dated June 25, 2020, being the currently effective Agreement, which, among other things, formalized and finalized the terms and conditions regarding certain capacity rights and payment obligations among SBVMWD and SGPWA in the local conveyance facilities utilized to deliver SWP water to SBVMWD and SGPWA.
- F. Pursuant to Article 13 in SBVMWD's and SGPWA's respective Water Supply Contracts, the responsibility for delivery and distribution of SWP water supplies shifts from DWR to SBVMWD or SGPWA, as appropriate, once such water has passed the delivery structures established in accordance with Article 10 of SBVMWD's and SGPWA's respective Water Supply Contracts. SBVMWD's and SGPWA's SWP Water supplies that have been delivered by DWR to SBVMWD's

and SGPWA's respective delivery structures on the EBX of the California Aqueduct for conveyance through local facilities are considered Non-Project Water if such water is subsequently reintroduced into the SWP facilities.

- G. The Parties desire to execute a long-term agreement for introduction of this Non-Project Water from SBVMWD's local conveyance facilities into EBX Reach 3A for subsequent conveyance to SBVMWD's and SGPWA's service areas using Article 55 of SBVMWD's and SGPWA'S respective Water Supply Contracts.

## **AGREEMENT**

DWR approves an introduction of Non-Project Water into the EBX of the California Aqueduct, and conveyance of this Non-Project Water to SBVMWD's and/or SGPWA's respective service areas in accordance with Article 55 of SBVMWD's and SGPWA's respective Water Supply Contracts, subject to the following terms and conditions:

### **TERM**

1. This Agreement shall become effective upon execution by all Parties; provided that this Agreement shall be effective only if an agreement titled "Agreement between the Department of Water Resources of the State of California, San Bernardino Valley Municipal Water District, and San Gorgonio Pass Water Agency for Repayment of Debt Service Associated with Greenspot Pump Station and Associated Facilities, Removal of These Facilities from the List of State Water Project Facilities, and Designation of New Delivery Structures" becomes effective. This Agreement shall terminate on December 31, 2045, or upon final payments to DWR by SBVMWD and SGPWA of all costs attributable to this Agreement, whichever occurs later, unless terminated earlier pursuant to this Agreement. However, the liability, hold harmless, and indemnification obligations in this Agreement shall remain in effect until the expiration of the applicable statute of limitations, or until any claim or litigation concerning this Agreement asserted to DWR, SBVMWD, and SGPWA within the applicable statute of limitations is finally resolved, whichever occurs later. The term of this agreement may be extended upon mutual agreement by all Parties.

### **UNIQUENESS OF AGREEMENT**

2. DWR's approval under this Agreement for introduction of SBVMWD's and SGPWA's Non-Project Water into Reach 3A of the EBX of the California Aqueduct and for conveyance of this Non-Project Water to SBVMWD's and/or SGPWA's respective service areas is unique and shall not be considered a precedent for future agreements or DWR activities.

### **FIVE YEAR REVIEW**

3. Every five years, the Parties shall evaluate this Agreement, any related agreements, and any conditions related to SWP operations, water management, water quality, and applicable legal requirements. Modification based on current conditions may be proposed by any Party and, with the consent of all Parties,

may be incorporated into this Agreement as appropriate. If the Parties cannot reach an agreement, DWR shall have the right to terminate this Agreement.

## APPROVALS

4. The introduction and conveyance of Non-Project Water in the California Aqueduct under this Agreement shall be contingent upon, and subject to, any necessary approvals and shall be governed by the terms and conditions of such approvals and any other applicable legal requirements. SBVMWD and SGPWA shall be responsible for complying with all applicable laws and legal requirements and for securing any required consent, approvals, permits, or orders. SBVMWD and SGPWA shall furnish to DWR copies of all approvals and agreements required for introduction and conveyance of Non-Project Water under this Agreement.

## GENERAL PROVISIONS FOR INTRODUCTION AND CONVEYANCE OF SBVMWD's AND SGPWA's NON-PROJECT WATER

5. Through December 31, 2045, in the event of a capacity limitation or an outage of conveyance facilities in EBX Reaches 2D and 2E, DWR may deliver SBVMWD's and/or SGPWA's SWP water supplies to the Foothill Pipeline Intertie at the end of EBX Reach 1 for delivery by SBVMWD through SBVMWD's local conveyance facilities and subsequent reintroduction of such water supplies into the EBX at Greenspot Pipeline Intertie for delivery to SBVMWD's or SGPWA's respective turnout(s). SBVMWD's or SGPWA's water reintroduced into the EBX pursuant to this Agreement is considered Non-Project Water conveyed pursuant to Article 55 in SBVMWD's and SGPWA's respective Water Supply Contracts.
6. DWR may, upon notice to SBVMWD by phone or electronic mail, require SBVMWD to stop the introduction of Non-Project Water into the California Aqueduct immediately, if, in the judgment of DWR, such introduction or conveyance may result in the disruption of or damage to the SWP operations or SWP facilities, including but not limited to exceeding the maximum flow rate or degradation of water quality.

SBVMWD Point of Contact:

Wen Huang  
909-387-9223 or 909-435-8418  
WenH@sbvmwd.com

This contact information can be updated with written notice to the Parties, without the need to amend this Agreement.

7. Currently, DWR does not apply conveyance losses to DWR conveyance of Non-Project Water through SWP facilities for SWP contractors. If DWR decides to implement conveyance losses to DWR conveyance of Non-Project Water through SWP facilities for SWP contractors, the Parties agree that such losses shall apply to those deliveries made under this Agreement after DWR's decision. In that case, DWR will deliver to SBVMWD's and/or SGPWA's turnout(s) the approved amount of Non-Project Water minus applicable conveyance losses.

## **WATER DELIVERY SCHEDULES**

8. All water delivery schedules and revisions under this Agreement shall be in accordance with Article 12 of SBVMWD's and/or SGPWA's respective Water Supply Contracts.
9. DWR will accept and convey SBVMWD's and/or SGPWA's Non-Project Water introduced into the California Aqueduct under this Agreement in accordance with a schedule reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to convey the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.
10. Pursuant to the applicable terms of the current Joint Facilities Agreement between SBVMWD and SGPWA, as may be amended or superseded, SBVMWD and SGPWA shall coordinate water delivery schedules through SBVMWD's local conveyance facilities.
11. SBVMWD and/or SGPWA shall submit monthly water delivery schedules and revised monthly schedules, if any, for introduction of Non-Project Water into the California Aqueduct for approval to the Division of Operation and Maintenance, Office of the Division Manager, Water Deliveries Reporting Unit, indicating timing and point of delivery requested under this Agreement with reference to SWP #25009. Monthly and revised monthly schedules shall be sent by electronic mail to SWP-SWDS@water.ca.gov.
12. SBVMWD and/or SGPWA shall send weekly water schedules, indicating timing and point of delivery requested with reference to SWP #25009, by electronic mail by 10:00 am, Wednesday, for the following week, Monday through Sundays to the following:

- a. Office of the Division Manager  
Water Operations Scheduling Section  
Water\_deliv\_sched@water.ca.gov
- b. Office of the Division Manager  
Power Management and Optimization Section  
POCOptimization@water.ca.gov
- c. Office of the Division Manager  
Day-Ahead Scheduling Unit  
Presched@water.ca.gov
- d. Office of the Division Manager  
Operations Reporting Unit  
OCO\_car\_reprt@water.ca.gov  
PHONE (916) 574-2677
- e. Southern Field Division  
Water Operation Section  
SFDwaterschedule@water.ca.gov

13. SBVMWD and/or SGPWA shall also notify DWR's Southern Field Division by electronic mail (SFDwaterschedule@water.ca.gov) ten days prior to the introduction of Non-Project Water into the California Aqueduct under this Agreement with weekly schedules and quantity of water with reference to SWP #25009.

## **WATER OPERATIONS**

- 14. SBVMWD shall measure the flow rate of Non-Project Water into the California Aqueduct upon initial introduction and also after any change in operation that may affect the flow rate and, as soon as practicable, send the data to DWR's Southern Field Division by electronic mail (SFDwaterschedule@water.ca.gov). The instantaneous flow rate of Non-Project Water introduced into the California Aqueduct shall be maintained by SBVMWD at a rate as uniform as practicable, unless otherwise agreed to by DWR. The introduction of Non-Project Water into the California Aqueduct under this Agreement shall not cause the flow rate in the Crafton Hills Pipeline to exceed one hundred thirty-five (135) cubic feet per second (cfs).
- 15. The timing, rate, and total quantity for the proposed schedule must receive approval from DWR's Water Operations Scheduling Section before Non-Project

Water is introduced into the California Aqueduct. If the DWR Water Operations Scheduling Section Manager determines that the introduction of Non-Project Water into the California Aqueduct under this Agreement would adversely affect SWP operations or SWP facilities, the Water Operations Scheduling Section Manager may disapprove or propose modifications to the time, rate, and/or quantity to eliminate the adverse effect.

## **WATER QUALITY**

16. The only water that can be introduced into the California Aqueduct pursuant to this Agreement is SBVMWD's and SGPWA's SWP water supplies previously delivered by DWR to the Foothill Pipeline Intertie, as described in Paragraph 5. SBVMWD shall not introduce water from any other sources under this Agreement without prior written approval from DWR and SGPWA.
17. The Parties do not anticipate any other sources of inflow or possible degradation to the water between EBX Reach 1 and Reach 3A, other than those historically observed or routine in the operation of this section of the local water conveyance facilities. As such, it is expected that the Non-Project Water reintroduced to the EBX at Reach 3A would not be materially different from the SWP water supplies delivered to the Foothill Pipeline Intertie, and therefore no actions or requirements under DWR's Water Quality Policy and Implementation Process for Acceptance of Non-Project Water into the State Water Project (Policy) should be needed.
18. If future sources of potential contamination or alternate sources of water are identified in the local conveyance facilities between EBX Reach 1 and Reach 3A, SBVMWD must notify DWR immediately, and DWR shall have the right to condition continued deliveries of water under this Agreement on compliance with the Policy and/or other applicable water quality requirements.

## **WATER DELIVERY RECORDS**

19. DWR will maintain monthly records documenting the introduction of Non-Project Water into the California Aqueduct and the conveyance of Non-Project Water under this Agreement.
20. SBVMWD shall provide DWR's Division of Operation and Maintenance with monthly records relating to water introduced into EBX Reach 3A.

## **CHARGES**

21. SBVMWD and/or SGPWA shall pay to DWR any costs incurred by DWR as a result of this Agreement. SBVMWD and/or SGPWA shall also be responsible to pay to DWR any other identified demonstrable increases in costs that would otherwise be borne by DWR or by the SWP contractors not signatory to this Agreement as a result of activities under this Agreement.
22. Payment terms under this Agreement shall be in accordance with SBVMWD's and/or SGPWA's respective Water Supply Contracts.

## **NO IMPACT**

23. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to SWP approved Table A water or to any other SWP approved water allocations, water deliveries, or SWP operations or facilities. This Agreement shall not impact the financial integrity of the SWP and shall not harm other contractors not participating in this Agreement. SBVMWD and SGPWA shall be responsible, as determined by DWR, for any adverse impacts that may result from the introduction and conveyance of Non-Project Water under this Agreement.
24. DWR retains the right to review and reconsider its approval under this Agreement, including early termination of this Agreement, if DWR determines that activities under this Agreement result in unavoidable adverse impacts to the SWP or other SWP contractors not participating in this Agreement.
25. Before DWR considers terminating this Agreement, DWR will meet with SBVMWD and SGPWA to discuss whether any modifications to operations or this Agreement could avoid such termination.
26. SBVMWD and SGPWA agree that DWR will have sole determination of whether introduction and conveyance of SBVMWD's and SGPWA's Non-Project Water adversely affects SWP operations, including but not limited to, SWP approved allocations, water storage and deliveries, compliance with environmental regulations and water rights permits, flood control, or other SWP purposes.

## **LIABILITY**

27. DWR is not responsible for the use, effects, or disposal of SBVMWD's and/or SGPWA's SWP water after it is delivered from EBX Reach 1 into SBVMWD's

local conveyance facilities. Responsibility shall be governed by Article 13 of SBVMWD's and SGPWA's respective Water Supply Contracts with responsibilities under the terms of that article shifting from DWR to SBVMWD and/or SGPWA when the water is being delivered through SBVMWD's local conveyance facilities.

28. DWR is not responsible for the use, effects, or disposal of SBVMWD's and/or SGPWA's Non-Project Water once the water is delivered to SBVMWD's and/or SGPWA's respective turnout(s) in EBX Reaches 3A through 4B. Responsibility shall be governed by Article 13 of SBVMWD's and/or SGPWA's respective Water Supply Contracts with responsibilities under the terms of that article shifting from DWR to SBVMWD and/or SGPWA when the water is delivered to their respective EBX turnout(s).
29. SBVMWD and SGPWA agree to defend and hold DWR, its officers, employees, and agents harmless from any direct or indirect loss, liability, lawsuit, cause of action, judgment, or claim, and shall indemnify DWR, its officers, employees, and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees, and agents incur as a result of DWR approving this Agreement or providing services under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees, and agents.
30. If uncontrollable forces preclude DWR from delivery of water under this Agreement, either partially or completely, then DWR is relieved from the obligation to deliver the water to the extent that DWR is reasonably unable to complete the obligation due to the uncontrollable forces. Uncontrollable forces shall include, but are not limited to earthquakes, fires, tornadoes, floods, and other natural or human caused disasters. SBVMWD and SGPWA shall not be entitled to recover any administrative costs or other costs associated with delivery of water under this Agreement if uncontrollable forces preclude DWR from delivering the water.

## **DISPUTE RESOLUTION**

31. In the event of dispute regarding interpretation or implementation of this Agreement, the Director of DWR or his/her authorized representative, and general manager(s) of SBVMWD and SGPWA or authorized representative(s) of SBVMWD and SGPWA, shall endeavor to resolve the dispute by meeting within 30 days after the request of a Party. If the dispute remains unresolved, the Parties shall use the services of a mutually acceptable consultant in an effort to resolve the dispute. Parties involved in the dispute shall share the fees and

expenses of the consultant equally. If a consultant cannot be agreed upon, or if the consultant's recommendations are not acceptable to the Parties, and unless the Parties otherwise agree, the matter may be resolved by litigation and any Party may, at its option, pursue any available legal remedy including, but not limited to, injunctive and other equitable relief.

## **ASSIGNMENT OF AGREEMENT**

32. Without the prior written consent of DWR, SBVMWD, and SGPWA, this Agreement is not assignable by SBVMWD or SGPWA in whole or in part.

## **PARAGRAPH HEADINGS**

33. The paragraph headings of this Agreement are for the convenience of the Parties and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

## **OPINION AND DETERMINATION**

34. Where the terms of this Agreement provide for actions to be based upon the opinion, judgment, approval, review, or determination of any party, such terms are to be construed as providing that such opinion, judgment, approval, review, or determination be reasonable.

## **MODIFICATION OF AGREEMENT**

35. No modification of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties to this Agreement.

## **NO MODIFICATION OF WATER SUPPLY CONTRACT**

36. This Agreement shall not be interpreted to modify the terms or conditions of SBVMWD's and SGPWA's respective Water Supply Contracts. Unless expressly provided herein, the terms and conditions of SBVMWD's and SGPWA's respective Water Supply Contracts and any future amendments apply to this Agreement.

## **SIGNATURE CLAUSE**

37. The signatories represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. A copy of any resolution or other documentation authorizing SBVMWD and/or SGPWA to enter into this Agreement, if such resolution or authorization is required, shall be provided to DWR before the execution of this Agreement.

## **EXECUTION**

38. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.
39. All Parties will receive an executed copy of this Agreement via DocuSign after all Parties have signed.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement.

Approved as to Legal Form  
and Sufficiency

STATE OF CALIFORNIA DEPARTMENT  
OF WATER RESOURCES

---

Ann K. B. Carroll  
General Counsel  
Department of Water Resources

---

John Yarbrough  
Deputy Director  
State Water Project

---

Date

---

Date

SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT

SAN GORGONIO PASS WATER  
AGENCY

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Name

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Name

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Title

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Title

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Date

---

Date

Attachment F

Southern California Edison Company  
Tariff Title: Wholesale Distribution Access Tariff  
Tariff Record Title: Service Agreement No. 1407

Title Page  
FERC FPA Electric Tariff

**SERVICE AGREEMENT FOR  
WHOLESALE DISTRIBUTION SERVICE**

**Among**

**SOUTHERN CALIFORNIA EDISON COMPANY**

**And**

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

**And**

**SAN GORGONIO PASS WATER AGENCY**

**(Project: Greenspot Pumping Station – WDT2049)**

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Contract Effective Date: See Section 1  
905.1407.0  
WDT2049

Tariff Record Proposed Effective Date: xx/xx/xx  
Version Number: 0.0.0  
Option Code A

## SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE

1. This Service Agreement, dated as of the date that Service under this Service Agreement commences under Section 4, is entered into, by and among Southern California Edison Company ("Distribution Provider"), San Bernardino Valley Municipal Water District, and San Gorgonio Pass Water Agency (collectively, the "Distribution Customer").
2. The Distribution Customer has been determined by the Distribution Provider to have a Completed Application for Distribution Service under the Tariff.
3. The Distribution Customer has provided to the Distribution Provider an Application deposit in the amount of \$"waived", in accordance with the provisions of Section 15.2 of the Tariff, if applicable.
4. Service under this Service Agreement shall commence on the later of (1) August 10, 2002, or (2) for a Wholesale Distribution Load the date on which construction of any Direct Assignment Facilities and/or Distribution System Upgrades specified in Sections 7.0 and 8.0 of the attached Specifications For Wholesale Distribution Service are completed and all additional requirements are met pursuant to Section 13.5 of the Tariff, or (3) for a Resource, the date on which construction of any facilities specified in its generator interconnection agreement are completed unless operation of the Resource is expressly permitted in the generator interconnection agreement prior to the completion of any such facilities, or (4) such other date as it is permitted to become effective by the Commission. Service under this Service Agreement shall terminate on the earliest of the following to occur: (1) the termination date of the Distribution Customer's Greenspot Pumping Station project Interconnection Facilities Agreement between Distribution Provider and Distribution Customer executed concurrently

herewith (“IFA”), or (2) the date on which Distribution Provider terminates at Distribution Provider’s option, subject to FERC acceptance, if prior to the Interconnection Facilities Completion date as defined in the IFA, the Distribution Provider learns that Distribution Customer has terminated its plan to complete and energize the Greenspot Pumping Station project.

5. The Distribution Provider agrees to provide and the Distribution Customer agrees to take and pay for Distribution Service in accordance with the provisions of the Tariff and this Service Agreement.

6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Distribution Provider:

Southern California Edison Company  
Transmission & Distribution  
Manager, Grid Contract Management  
P. O. Box 800  
2244 Walnut Grove Avenue  
Rosemead, California 91770  
Telephone No. (626) 302-9640  
E-mail: GridContractManagement@sce.com

Distribution Customer:

San Bernardino Valley Municipal Water District  
Attn: Heather Dyer, CEO/General Manager  
380 E. Vanderbilt Way  
San Bernardino, CA 92408  
Telephone No. (909) 387-9200  
E-mail: [heatherd@sbvmd.com](mailto:heatherd@sbvmd.com)

San Gorgonio Pass Water Agency  
Attn: Lance Eckhart, General Manager  
1210 Beaumont Ave  
Beaumont, CA 92223  
Telephone No. (951) 845-2577  
E-mail: [leckhart@sgpwa.com](mailto:leckhart@sgpwa.com)

7. The Tariff and attached Specifications For Wholesale Distribution Service are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Distribution Provider:

By:	Principal Manager, Grid Contract Development & Management	
Ayman Samaan	Title	Date

Distribution Customer:

San Bernardino Valley Municipal Water District

By:	CEO/General Manager	
Heather Dyer	Title	Date

San Gorgonio Pass Water Agency

By:	General Manager	
Lance Eckhart	Title	Date

## SPECIFICATIONS FOR WHOLESALE DISTRIBUTION SERVICE

1. Term of Transaction: See Section 4 of the Service Agreement  
Service Commencement Date: See Section 4 of the Service Agreement  
Termination Date: See Section 4 of the Service Agreement
2. For a Resource, a description of capacity and energy, a five-year forecast of monthly Generation, and quantity of Contract Demand, if any: Distribution Customer's Greenspot Pumping Station project as described in the IFA. Capacity shall be as specified in Section 6 below. Distribution Customer shall provide Distribution Provider a five-year forecast of monthly Generation.
3. Point of Receipt: The ISO Grid at Distribution Provider's 220 kV Bus at San Bernardino Substation.  
Point of Delivery: A tap to the Distribution Provider's Cardiff-Santa Ana River 3 No. 1, 33 kV distribution line.  
Receiving Party: Distribution Customer.
4. Description of Wholesale Distribution Load at the Point of Delivery (including a five year forecast of monthly load requirements): Not Applicable.
5. Interruptible Wholesale Distribution Load amount (summer and winter), location and conditions/limitations (five year forecast): Not Applicable.
6. Capacity and energy to be transmitted.
  - 6.1 For Resources:  
Generation: 4.0 MW.  
Contract Demand (if applicable):  
As-Available Charging Distribution Service: Not Applicable.

Firm Charging Distribution Service: Not Applicable.

- 6.2 For Wholesale Distribution Load, the estimated peak load for informational purposes only: Not Applicable.
7. Direct Assignment Facilities: Provided for in the IFA.
8. Distribution System Upgrades required prior to the commencement of service: Provided for in the IFA.
9. Real Power Loss Factors: Distribution Customer will compensate Distribution Provider for losses incurred at a rate of 1.82%.
10. Power Factor: The Distribution Customer is required to maintain its power factor within a range of 0.95 lagging to 0.95 leading (or, if so specified in the Service Agreement, a greater range), pursuant to Good Utility Practice. This provision recognizes that a Distribution Customer may provide reactive power support in accordance with Section 12.10 (Self Provision of Ancillary Services), of this Tariff. The operating power factor at the Point of Delivery for the Wholesale Distribution Load shall be at unity unless Distribution Customer is otherwise notified by the Distribution Provider to maintain a specified voltage schedule while operating within the power factor range as specified above.
11. Distribution Service under this Agreement will be subject to the charges detailed below, as applicable, unless the Distribution Customer is paying for Higher-of Facilities. For Distribution Customers with Charging Capacity, the payment obligation arises upon the commencement date of As-Available Charging Distribution Service or Firm Charging Distribution Service, as applicable.  
For Distribution Service to Charging Capacity from ISO Grid.

11.1 Monthly Customer Charge:

11.1.1 Wholesale Distribution Load (if applicable): \$9.38 per month.

11.1.2 Charging Distribution Service (if applicable): Not Applicable.

11.2 Monthly Charge:

11.2.1 Wholesale Distribution Load (if applicable): The Demand Charge which is the product of the Demand Rate expressed as \$/kW per month and the monthly Billing Demand expressed in kW.

11.2.1.1 The Demand Rate is \$7.95/kW per month

11.2.1.2 Billing Demand is the higher of the metered demand or the

contract demand. The metered demand is the maximum hourly demand recorded in the billing period expressed in kilowatts.

The metered demand is rounded to the nearest kW. The

Distribution Provider will meter the Distribution Customer's

demand using a 15-minute interval under normal conditions. If

such demand is intermittent or subject to violent fluctuations, a

5-minute interval may be used. The contract demand is the

"maximum amount of capacity and energy to be transmitted" as

stated in Section 6 above.

11.2.2 Monthly Charge for Charging Distribution Service (if applicable):

11.2.2.1 As-Available Charging Distribution Service: Not Applicable.

Monthly Charge = Metered energy usage for the month (kWh) \*

Energy Charge Rate (\$/kWh)]

As-Available Energy Charge Rate: Per the Tariff for Service Level

Not Applicable

Crediting provisions of Section 7.2.2.3 of Attachment K apply (check one):

Yes

No

11.2.2.2 Firm Charging Distribution Service: Not Applicable.

Monthly Charge = Contract Demand \* Demand Charge Rate

Demand Charge Rate: Per the Tariff for Service Level:   

11.3 Facilities Charge: The monthly Interconnection Facilities Charge and the monthly Distribution Upgrades Charge, as provided for under the IFA.

11.4 System Impact and/or Facilities Study Charge(s) (if not otherwise set forth in Attachment I or Attachment M to the Tariff): None.

12. Letter of credit or alternative form of security to be provided and maintained by a Wholesale Distribution Load Distribution Customer pursuant to Sections 8 and 16.4 of the Tariff: Not Applicable.

13. Operating conditions and/or limitations relating to As-Available Charging Distribution Service: Not Applicable.

14. If a Distribution Customer has Charging Capacity and retail load at the same site, the meters shall be configured to meter the retail load separately from the Charging Capacity.

15. A Distribution Customer subject to CMS requirements, or its successor, will be permitted to collect, capture, and retain all data transmitted by the Distribution Provider to the Distribution Customer via a remote terminal unit (RTU). All such data retained by the Distribution Customer shall be the property of the Distribution Customer.

Attachment G

Southern California Edison Company  
Tariff Title: Rate Schedules  
Tariff Record Title: First Revised Rate Schedule FERC No. 1406

Title Page  
FERC FPA Electric Tariff

GREENSPOT PUMPING STATION

INTERCONNECTION FACILITIES AGREEMENT

AMONG

SOUTHERN CALIFORNIA EDISON COMPANY

AND

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

AND

SAN GORGONIO PASS WATER AGENCY

(Project: Greenspot Pumping Station – WDT2049)

Contract Effective Date: xx/xx/xx  
905.1406.0  
WDT2049

Tariff Record Proposed Effective Date: xx/xx/xx  
Version Number: 1.0.0  
Option Code: A

## Table of Contents

Section Title	Page
1. <u>PARTIES</u>	3
2. <u>RECITALS</u>	3
3. <u>AGREEMENT</u>	5
4. <u>TERM</u>	5
5. <u>DEFINITIONS</u>	7
6. <u>INTERCONNECTION FACILITIES</u>	12
7. <u>CHARGES FOR INTERCONNECTION FACILITIES</u>	13
8. <u>MODIFICATIONS OR REPLACEMENT OF INTERCONNECTION FACILITIES</u>	17
9. <u>ACTIONS UPON TERMINATION</u>	17
10. <u>BILLING AND PAYMENT</u>	19
11. <u>AUTHORIZED REPRESENTATIVE</u>	22
12. <u>LIABILITY</u>	23
13. <u>REGULATORY AUTHORITY</u>	26
14. <u>NO DEDICATION OF INTERCONNECTION FACILITIES</u>	27
15. <u>NO THIRD PARTY RIGHTS</u>	27
16. <u>UNCONTROLLABLE FORCES</u>	27
17. <u>ASSIGNMENTS</u>	28
18. <u>RELATIONSHIP OF PARTIES</u>	29
19. <u>WAIVERS</u>	29
20. <u>GOVERNING LAW</u>	29
21. <u>NOTICES</u>	30

22.	<u>NONDISCRIMINATION</u>	30
23.	<u>AUDITS</u>	31
24.	<u>SEVERABILITY</u>	31
25.	<u>RECYCLED MATERIALS</u>	31
26.	<u>CHILD SUPPORT COMPLIANCE ACT</u>	32
27.	<u>AMERICANS WITH DISABILITIES ACT</u>	32
28.	<u>DRUG-FREE WORKPLACE CERTIFICATION</u>	32
29.	<u>WORKER'S COMPENSATION LIABILITY</u>	33
30.	<u>NATIONAL LABOR RELATIONS BOARD</u>	33
31.	<u>DISPUTES</u>	33
32.	<u>CONFIDENTIALITY</u>	34
33.	<u>REMOVAL COST</u>	39
34.	<u>CAPITAL ADDITIONS:</u>	40
35.	<u>OTHER TAXES</u>	41
36.	<u>ENTIRE AGREEMENT</u>	41
37.	<u>AMBIGUITIES</u>	41
38.	<u>SIGNATURE CLAUSE</u>	42
	EXHIBIT A	44
	EXHIBIT B	45
	EXHIBIT C	46

**GREENSPOT PUMPING STATION WHOLESALE DISTRIBUTION LOAD  
INTERCONNECTION FACILITIES AGREEMENT AMONG  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
SAN GORGONIO PASS WATER AGENCY  
AND  
SOUTHERN CALIFORNIA EDISON COMPANY**

**1. PARTIES**

The Parties to this Greenspot Pumping Station Interconnection Facilities Agreement (“Agreement”) are the San Bernardino Valley Municipal Water District (“SBVMWD”), a municipal water district in the State of California, the San Gorgonio Pass Water Agency (“SGPWA”), a water agency in the State of California, and Southern California Edison Company (“SCE”), a California corporation, hereinafter sometimes referred to individually as “Party” and collectively as “Parties.”

**2. RECITALS**

This Agreement is made with reference to the following facts, among others:

- 2.1. SCE is a California public utility engaged in the business of generating and transmitting electric energy in the States of Arizona, California, Nevada, and New Mexico. SCE is further engaged in the business of distributing such energy in the State of California.
- 2.2. The Department of Water Resources of the State of California (“CDWR”) is a state agency operating the State of California’s State Water Project (“SWP”) pursuant to the laws of the State of California.

- 2.3. SBVMWD and SGPWA are SWP contractors receiving SWP water supplies pursuant to long-term water supply contracts with CDWR.
- 2.4. On March 10, 2001, CDWR and SCE executed an interconnection facilities agreement with Service Agreement No. 419 (“CDWR IFA”), under the terms of which SCE provided design, construction, ownership, operation, and maintenance of the interconnection facilities required for the Cherry Valley, Crafton Hills, and Greenspot Pumping Stations within the East Branch Extension (“EBX”) to the California Aqueduct.
- 2.5. Pursuant to certain agreements between CDWR, SBVMWD, and SGPWA, upon completion of Phase II of EBX in 2017, CDWR commenced the process of terminating its contractual rights and obligations related to Greenspot Pumping Station, removing Greenspot Pumping Station from the SWP and transferring all the associated operation and maintenance responsibilities to SBVMWD and SGPWA, which now necessitates, among other things, (a) amendment of the CDWR IFA to remove the Greenspot Pumping Station, (b) termination of that certain Service Agreement for Wholesale Distribution for the Greenspot Pumping Station, effective 1/1/2026, and (c) termination of that certain Meter Service Agreement for the Greenspot Pumping Station, effective 1/1/2026.
- 2.6. As a result of the aforementioned circumstances, this separate Agreement is executed among SCE, SBVMWD, and SGPWA for Greenspot Pumping Station.
- 2.7. SCE provides transmission service for Greenspot Pumping Station in the amount of 4.0 MW.

- 2.8. Interconnection Facilities constructed by SCE to interconnect the Greenspot Pumping Station is designed to be capable of carrying a load in the amount of 5.5 MW.
- 2.9. SBVMWD and SGPWA desires, and SCE is willing to provide, under the terms of this Agreement, design, construction, ownership, operation, and maintenance of the Interconnection Facilities.
- 2.10. The Parties intend to execute a Service Agreement in connection with this Agreement to implement wholesale Distribution Service under SCE's WDAT.
- 2.11. The Distribution Customer understands and acknowledges that the effective date of this Agreement is contingent upon the effective date of Amendment No. 2 to the CDWR IFA. If Amendment No. 2 has not been executed or has not become effective, this Agreement shall not be considered effective.

### **3. AGREEMENT**

The Parties agree as follows:

### **4. TERM**

- 4.1 This Agreement shall become effective upon execution by the Parties and the later to occur of (a) approval by the California Department of General Services, or (b) acceptance for filing by the FERC; provided that, if the FERC enters into a hearing to determine whether this Agreement is just and reasonable or, without hearing, issues an order which changes this Agreement, this Agreement shall not become effective until the date when an order no longer subject to judicial review has been issued by the FERC determining this Agreement to be just and reasonable without changes or new conditions unacceptable to any Party.

- 4.2 This Agreement shall terminate on the earliest of (a) the termination date of the Service Agreement, (b) the date specified by SBVMWD and SGPWA upon one hundred eighty (180) calendar days advance written notice to SCE if the notice of termination is received by SCE on or after the Interconnection Facilities In-Service Date, (c) the date specified by SBVMWD and SGPWA upon thirty (30) calendar days advance written notice to SCE if the notice of termination is received by SCE before the Interconnection Facilities In-Service Date, or (d) the date specified by SCE pursuant to Sections 6.4 or 10.7.
- 4.3 Any obligations of one Party to any other, including payment obligations, as a result of this Agreement, which accrued prior to or as a result of termination of this Agreement, shall survive termination.
- 4.4 If a filing is required with FERC to terminate this Agreement, SBVMWD and SGPWA shall support such filing if requested by SCE. SCE will provide a copy of its filing to SBVMWD and SGPWA prior to submitting the filing to FERC.
- 4.5 Upon termination of this Agreement, SBVMWD and SGPWA shall pay SCE any remaining balance owed for SCE's costs incurred or irrevocably committed to be incurred pursuant to this Agreement as of the effective date of termination within sixty (60) calendar days following receipt of a billing from SCE requiring such payment. Such billing shall reflect all payments received by SCE, which shall be credited against the amount of SCE's costs and expenses incurred or irrevocably committed to be incurred in accordance with this Agreement.

## 5. DEFINITIONS

The following terms, when used herein with initial capitalization, whether in the singular or the plural, shall have the meanings specified:

- 5.1 Accounting Practice: Generally accepted accounting principles and practices applicable to electric utility operations.
- 5.2 Agreement: This Greenspot Pumping Station Interconnection Facilities Agreement among the San Bernardino Valley Municipal Water District, the San Gorgonio Pass Water Agency, and Southern California Edison Company.
- 5.3 Authorized Representative: The representative of a Party designated in accordance with Section 11.
- 5.4 Company-Financed Monthly Rate: The monthly rate applicable to Interconnection Facilities, which shall be equal to the CPUC Added Facilities Rate.
- 5.5 CPUC: State of California Public Utilities Commission, or its regulatory successor.
- 5.6 CPUC Added Facilities Rate: The rate most recently adopted by the CPUC for application to SCE-financed added facilities constructed by SCE for an SCE retail electric customer, which compensates SCE for replacement of added facilities.  
The CPUC Added Facilities rate is stated in Exhibit E.
- 5.7 Capital Additions: Any modifications to the SCE's Interconnection Facilities or to the Distribution Upgrades. Such modifications may be any Units of Property which are added to the SCE's Interconnection Facilities or Distribution Upgrades; the enlargement, modification or betterment of any Units of Property constituting a part of the SCE's Interconnection Facilities or Distribution Upgrades; or the

replacement of any Units of Property constituting a part of the SCE's Interconnection Facilities or Distribution Upgrades, irrespective of whether such replacement constitutes an enlargement, modification or betterment of that which it replaces; and the costs of which additions, enlargements, modifications, betterments or replacements in accordance with Accounting Practice would be capitalized and have not previously been included in the Interconnection Facilities Cost or the Distribution Upgrades Cost.

- 5.8 **Capital Additions Cost:** All costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of Capital Additions.
- 5.9 **Capital Additions Payment:** The sum of the Capital Additions Cost, associated ITCC and associated One-Time Cost.
- 5.10 **Distribution Upgrades:** Modifications or additions to the SCE's Distribution System necessary to facilitate the interconnection of SBVMWD's and SGPWA's distribution system to SCE's Distribution System to serve SBVMWD's and SGPWA's Wholesale Distribution Load set forth in the Service Agreement. Consistent with Section 2.10 of the WDAT, Distribution Upgrades shall be for the general benefit of all users of SCE's Distribution System.
- 5.11 **Distribution Upgrades Charge:** The monthly charge to SBVMWD and SGPWA to recover the revenue requirements for the Distribution Upgrades, calculated as the product of the Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities and the Distribution Upgrades Cost.

5.12 **Distribution Upgrades Cost:** All costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of the Distribution Upgrades.

5.13 **Distribution Upgrades In-Service Date:** The date upon which the construction of the Distribution Upgrades is complete and such facilities are successfully tested and ready for service.

5.14 **Distribution Upgrades Payment:** The sum of the Distribution Upgrades Cost, associated with those Distribution Upgrades constructed by SCE, ITCC and One-Time Cost associated with the Distribution Upgrades.

5.15 **FERC:** Federal Energy Regulatory Commission, or its regulatory successor.

5.16 **Greenspot Interconnection Facilities:** Distribution and other facilities financed, owned and provided by SCE to connect SBVMWD and SGPWA's Greenspot Pumping Station to SCE's Cardiff-Santa Ana River 3 No. 1, 33kV line as described in Exhibit A and as shown in Exhibit D.

5.17 **Greenspot Interconnection Facilities Charge:** The monthly charge to SBVMWD and SGPWA, as determined by SCE, to recover the revenue requirements for the Greenspot Interconnection Facilities calculated as the product of the Company-Financed Monthly Rate and the Greenspot Interconnection Facilities Cost.

5.18 **Greenspot Interconnection Facilities Cost:** The total financial investment, excluding any Greenspot One-Time Cost, by SCE in constructing the Greenspot Interconnection Facilities for SBVMWD and SGPWA as described in Exhibits A and E.

5.19 Greenspot In-Service Date: The later of October 1, 2001 or the date the Greenspot Interconnection Facilities are complete and ready for operation.

5.20 Greenspot One-Time Cost: Costs associated with the installation of the Greenspot Interconnection Facilities which are not capitalized in accordance with generally accepted accounting principles and practices applicable to electric utility operations, including without limitation, the cost incurred by SCE as described in Exhibit F.

5.21 Greenspot Pumping Station: The four-unit 4.0 MW pumping station to be owned, operated and maintained by SBVMWD and SGPWA located on the east side of Greenspot Road, approximately 1 ½ miles N. E. of the City of Redlands, San Bernardino County.

5.22 Interconnection Facilities: Facilities, as specified in Exhibit A, owned by SCE to interconnect SBVMWD and SGPWA distribution systems serving SBVMWD and SGPWA's Wholesale Distribution Loads to SCE's Distribution System, as such facilities may be modified during the term of this Agreement.

5.23 Interconnection Facilities Charge: The monthly charge to SBVMWD and SGPWA to recover the revenue requirements for the Interconnection Facilities, calculated as the product of the Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities and the Interconnection Facilities Cost. The Interconnection Facilities Charge is provided in Exhibit C.

5.24 Interconnection Facilities Cost: All costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction

and installation of the Interconnection Facilities. The Interconnection Facilities Cost is provided in Exhibit C.

- 5.25 **Interconnection Facilities In-Service Date:** The date upon which the construction of the Interconnection Facilities is complete and such facilities are successfully tested and ready for service.
- 5.26 **ITCC:** The Income Tax Component of Contribution shall have the meaning assigned to it in Attachment J of the Tariff.
- 5.27 **One-Time Cost:** All costs determined by SCE to be associated with the installation of Interconnection Facilities, Distribution Upgrades, or Capital Additions which are not capitalized. The Interconnection Facilities and/or Distribution Upgrades One-Time Costs are provided in Exhibit C.
- 5.28 **Removal Cost:** The reasonable costs which SCE would incur for the removal of the Interconnection Facilities pursuant to this Agreement, whether or not such removal takes place, and which is calculated as the difference between the labor cost (or estimated labor cost if removal does not take place) for removal and the salvage value (or estimated salvage value if removal does not take place) of the Interconnection Facilities.
- 5.29 **Service Agreement:** The Service Agreement for Wholesale Distribution Service between the Parties executed concurrently herewith.
- 5.30 **Units of Property:** As described in FERC's "List of Units of Property for Use in Connection with Uniform System of Accounts Prescribed for Public Utilities and Licensees" in effect as of the date of this Agreement, and as such list may be amended from time to time.

5.31 WDAT: SCE's Wholesale Distribution Access Tariff, designated as FERC Electric Tariff, Volume No. 5, as such tariff may be amended or suspended.

## 6. INTERCONNECTION FACILITIES

6.1 SCE is responsible for performing the Scope of Work by SCE as set forth in Exhibit A pursuant to Good Utility Practice and apply for any regulatory approvals necessary for the construction, operation and maintenance of the Interconnection Facilities as described in Exhibit A and shown in Exhibit B. SCE shall use reasonable efforts to install the Interconnection Facilities by the following date:

Greenspot Interconnection Facilities October 1, 2001

6.2 SBVMWD and SGPWA shall install metering to meet the requirements of the ISO.

6.3 The maximum capacity of the Interconnection Facilities made available by SCE to SBVMWD and SGPWA for the purpose of interconnecting and delivering energy and other services from the ISO under this Agreement shall be 5.5 MW. SBVMWD and SGPWA acknowledges that if SBVMWD and SGPWA wishes to increase the amount of Distribution Service provided pursuant to this Agreement and the Service Agreement, SBVMWD and SGPWA shall be required to submit a new application for Distribution Service in accordance with the terms and conditions of the WDAT.

6.4 SBVMWD and SGPWA shall not cause their distribution systems serving other Wholesale Distribution Loads and developments to operate in parallel with or to

interconnect to any other electrical facilities, which facilities shall include, but not be limited to, SBVMWD's and SGPWA's distribution systems served under other WDAT interconnection facilities agreements or service agreements, any generating facilities, other SCE facilities, or any facilities served by other electric utilities, without receiving prior review and authorization from SCE. If SBVMWD and SGPWA fail to comply with the requirements set forth in this Section 6, then SCE shall have the right to terminate this Agreement, subject to FERC acceptance or approval.

- 6.5 SBVMWD and SGPWA shall cause its electrical facilities to be a balanced system across all three phases.
- 6.6 This Agreement governs the facilities required to interconnect SBVMWD's and SGPWA's distribution system serving SBVMWD and SGPWA Wholesale distribution system to SCE's electrical system pursuant to the WDAT and as described herein. SBVMWD and SGPWA shall be responsible for making all necessary operational arrangements with the ISO, including, without limitation, arrangements for obtaining transmission service from the ISO, and for scheduling delivery of energy and other services from the ISO Grid.

## 7. CHARGES FOR INTERCONNECTION FACILITIES

- 7.1 SBVMWD and SGPWA shall pay to SCE all costs incurred by SCE for designing, constructing, owning, operating, and maintaining the Interconnection Facilities. Such costs shall be differentiated as follows: (a) One-Time Cost; (b) Interconnection Facilities Cost; (c) Capital Additions Payment; (d) any

reimbursable FERC fees pursuant to Section 13.3; (e) Removal Cost pursuant to Section 33; (f) other taxes pursuant to Section 35; and (g) termination charges pursuant to Section 4.5. SCE's One-Time Cost and Interconnection Facilities Cost are shown in Exhibit E.

- 7.2 SBVMWD and SGPWA shall initially pay SCE the One-Time Cost in the amount of SCE's estimate shown in Exhibit C. Such costs shall be later adjusted pursuant to Section 7.4. Billing and payment shall be made in accordance with Section 10.2.
- 7.3 SBVMWD and SGPWA shall initially pay SCE the Greenspot Interconnection Facilities Charge based on the respective estimated Interconnection Facilities Cost, as shown in Exhibit C. Such payments shall be adjusted later pursuant to Section 7.4. Billing and payment shall be made in accordance with Section 10.4.
- 7.4 Within six months of each Interconnection Facilities In-Service Date, or the in-service date of any Capital Additions, as the case may be, SCE shall determine the actual recorded Interconnection Facilities Cost, or the Capital Additions Cost, including the associated actual recorded One-Time Cost and ITCC, and provide SBVMWD and SGPWA an itemized accounting of such costs.
  - 7.4.1 If the amount paid for the Interconnection Facilities Charge is less than the amount due for the Interconnection Facilities Charge as determined from the respective actual recorded Interconnection Facilities Cost, SCE shall bill SBVMWD and SGPWA for the difference between the amount previously paid by SBVMWD and SGPWA and the amount which would

have been paid based on actual recorded costs, without interest, on the next regular billing.

- 7.4.2 If the amount paid for the Interconnection Facilities Charge is greater than the amount due for the Interconnection Facilities Charge as determined from the respective actual recorded Interconnection Facilities Cost, SCE shall credit SBVMWD and SGPWA for the difference between the amount previously paid by SBVMWD and SGPWA and the amount which would have been paid based on actual recorded costs, without interest, on the next regular billing.
- 7.4.3 If the amount paid for the estimated One-Time Cost is less than the respective actual recorded One-Time Cost, SCE shall bill SBVMWD and SGPWA for the difference between the amount previously paid by SBVMWD and SGPWA and the actual recorded cost, without interest, within 20 days of such determination of actual cost. SBVMWD and SGPWA shall pay such bills by sixty (60) calendar days after receipt thereof.
- 7.4.4 If the amount paid for the estimated One-Time Cost is greater than the respective actual recorded One-Time Cost, SCE shall refund SBVMWD and SGPWA for the difference between the amount previously paid by SBVMWD and SGPWA and the actual recorded cost, without interest, within 20 days of such determination of actual cost.

7.5 SCE's actual recorded book cost for the Interconnection Facilities Cost and One-Time Cost shall be compiled in accordance with the uniform system of accounts

prescribed for utility corporations by the FERC, as supplemented by SCE's regularly established accounting practice where no FERC provision is prescribed.

7.6 The total amount payable for One-Time Costs by SBVMWD and SGPWA under this Agreement shall not exceed \$800,000.

7.7 The total amount for Interconnection Facilities Cost shall not exceed \$2,500,000.

7.8 Without limitation of the Parties' rights stated in Section 13, if at any time SCE does not have a CPUC Added Facilities Rate in effect, SCE may file under Section 205 of the Federal Power Act to establish a new Company-Financed Monthly Rate, in accordance with the then-applicable FERC regulations and decisional authority. In such event, after the FERC accepts for filing such new Company-Financed Monthly Rate, whether or not subject to refund, without waiving any refund rights, SBVMWD and SGPWA shall pay charges under this Agreement which reflect the new Company-Financed Monthly Rate. SBVMWD and SGPWA shall have the right to oppose any such Section 205 filing by SCE.

7.9 The Interconnection Facilities Cost, Capital Additions Cost, One-Time Cost, ITCC and Removal Cost shall be compiled in accordance with Accounting Practice.

7.10 If, during the term of this Agreement, SCE executes an agreement to provide service to another entity (other than retail load) which contributes to the need for the Interconnection Facilities, the charges due hereunder shall be adjusted to appropriately reflect such service based on SCE's cost allocation principles in effect at such time and shall be subject to FERC approval.

## 8. MODIFICATIONS OR REPLACEMENT OF INTERCONNECTION FACILITIES

- 8.1 Whenever Interconnection Facilities are modified or replaced due to damage or equipment failure, the work shall be completed at SCE's expense. Even if such modification or replacement results in a change in the Interconnection Facilities investment, the Interconnection Facilities Cost for such Interconnection Facilities shall not be adjusted.
- 8.2 In the event that any modification or replacement to the Interconnection Facilities is performed in order to accommodate SCE's needs and not to maintain service to SBVMWD and SGPWA, the work shall be completed at SCE's expense, and there shall be no charge for One-Time Cost. No increase shall be made to the Interconnection Facilities Cost.

## 9. ACTIONS UPON TERMINATION

- 9.1 Within 90 days following termination of this Agreement, SCE shall bill SBVMWD and SGPWA for the installed cost of the Interconnection Facilities less accumulated depreciation, plus Removal Cost.
- 9.2 In addition, SCE shall adjust the billing pursuant to Section 9.1 by an amount equal to the difference between (a) the present value (as of the date of termination) of the series of Interconnection Facilities Charge payments which would have been made or come due as of the date of termination, if such charge had been calculated pursuant to a traditional depreciated rate base methodology, and (b) the present value (as of the date of termination) of the Interconnection Facilities Charge payments actually made, or which had become due, under this

Agreement (levelized methodology) as of the date of termination. Such adjustment will be determined such that the total of the payments actually paid, or come due, as of the date of termination, plus the payment described in this Section 9.2 are financially equivalent, on a present worth basis, to the total of the payments which would have been made under traditional depreciated rate base ratemaking methodology. If the amount calculated pursuant to (a) is greater than the amount calculated pursuant to (b), then such adjustment shall be a debit. If the amount calculated pursuant to (b) is greater than the amount calculated pursuant to (a), then such adjustment shall be a credit.

- 9.3 SBVMWD and SGPWA shall pay SCE, or SCE shall pay SBVMWD and SGPWA, the amount of such adjusted billing pursuant to Sections 9.1 and 9.2 by sixty (60) calendar days following receipt thereof.
- 9.4 SCE shall have the right, but not the obligation, to remove any portion of the Interconnection Facilities not located on SBVMWD's and SGPWA's premises following termination.
- 9.5 SCE shall have the right to remove any portion of the Interconnection Facilities located on SBVMWD's and SGPWA's premises. SCE shall remove any portion of the Interconnection Facilities located on SBVMWD's and SGPWA's premises as requested by SBVMWD and SGPWA.
- 9.6 SCE shall file all charges under Section 9.1 and 9.2 with the FERC prior to termination.

## 10. BILLING AND PAYMENT

- 10.1 Pursuant to this Section 10, SCE shall render bills to SBVMWD and SGPWA for:
  - (a) One-Time Costs pursuant to Section 7.2; (b) Interconnection Facilities Charges pursuant to Section 7.3; (c) FERC fees pursuant to Section 13.3;
  - (d) Removal Cost pursuant to Section 9; and (e) other taxes pursuant to Section 33.
- 10.2 On or after the first of the month in which SCE commences construction of each of the Interconnection Facilities, SCE shall render a bill to SBVMWD and SGPWA for the respective estimated One-Time Cost of such Interconnection Facilities. SBVMWD and SGPWA shall pay such bill by the 20<sup>th</sup> calendar day after receipt thereof.
- 10.3 SCE shall bill SBVMWD and SGPWA or refund SBVMWD and SGPWA in accordance with Sections 7.4.3 and 7.4.4 for the difference between the estimated One-Time Cost and recorded One Time Cost.
- 10.4 Commencing on the Interconnection Facilities In-Service Date, SCE shall render monthly bills to SBVMWD and SGPWA for the Interconnection Facilities Charge. SBVMWD and SGPWA shall pay such bills by the 20<sup>th</sup> calendar day after receipt thereof.
- 10.5 SCE will bill SBVMWD and SGPWA for the Capital Additions Payment prior to commencing any work on any Capital Additions in accordance with Section 34.2; provided that, at SCE's sole discretion, SCE may bill SBVMWD and SGPWA for the Capital Additions Payment after commencing such work if SCE determines that Capital Additions are required in accordance with safety or regulatory

requirements or to preserve system integrity or reliability. Such billing shall initially be based on SCE's cost estimates and shall be subject to later adjustment pursuant to Sections 10.8.1 and 10.8.2.

- 10.6 Except as otherwise provided in Section 34.3, if certain Interconnection Facilities are removed to accommodate such Capital Additions and such removal results in a change in the Interconnection Facilities Cost, the Interconnection Facilities Charge shall be adjusted as of the in-service date of such Capital Additions to reflect the change in the Interconnection Facilities Cost.
- 10.7 Except as otherwise provided in Section 34.3, if such Capital Additions result in an increase in the Interconnection Facilities Cost, then the Interconnection Facilities Charge shall be adjusted as of the in-service date of such Capital Additions to reflect the change in such costs.
- 10.8 Within twelve (12) months following the Interconnection Facilities In-Service Date or the in-service date of any Capital Additions, as the case may be, SCE shall determine the actual recorded Interconnection Facilities Cost or the Capital Additions Cost, including the associated One-Time Cost and ITCC, and provide SBVMWD and SGPWA with a final invoice.
  - 10.8.1 If the amounts paid for the estimated Interconnection Facilities Payment or the Capital Additions Payment are less than the amounts due for the Interconnection Facilities Payment or the Capital Additions Payment as determined from the actual recorded Interconnection Facilities Cost or the Capital Additions Cost, including the associated One-Time Cost and ITCC, SCE will bill SBVMWD and SGPWA for the difference between

the amounts previously paid by SBVMWD and SGPWA and the actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.

10.8.2 If the amounts paid for the estimated Interconnection Facilities Payment or the Capital Additions Payment are greater than the amounts due for the Interconnection Facilities Payment or the Capital Additions Payment as determined from the actual recorded Interconnection Facilities Cost or the Capital Additions Cost, including the associated One-Time Cost and ITCC, SCE will refund SBVMWD and SGPWA the difference between the amounts previously paid by SBVMWD and SGPWA and the actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.

10.9 SCE shall adjust the amount of its billings for the Interconnection Facilities Charge in accordance with Sections 7.4.1 and 7.4.2.

10.10 Interest on any unpaid amounts shall be calculated in accordance with the methodology specified in the Interest on Unpaid Balances provision of the WDAT.

10.11 Any default or billing dispute shall be handled in accordance with the methodology specified in the Customer Default provision of the WDAT, including, without limitation, the provision for termination upon default, subject to FERC approval.

10.12 All payments to be made by SBVMWD and SGPWA to SCE shall be sent to:  
Southern California Edison Company

Accounts Receivable  
Box 600  
Rosemead, California 91770

SCE may, at any time, by written notice to SBVMWD and SGPWA pursuant to Section 21, change the address to which payments shall be sent.

10.13 All billings or refunds to be presented by SCE to SBVMWD and SGPWA shall be sent to:

SBVMWD  
Heather Dyer  
CEO/General Manager  
380 E. Vanderbilt Way  
San Bernardino, CA 92408

SGPWA  
Lance Eckhart  
General Manager  
1210 Beaumont Ave  
Beaumont, CA 92223

SBVMWD and SGPWA may, at any time, by written notice to SCE pursuant to Section 21, change the address to which billings or refunds shall be sent.

## 11. AUTHORIZED REPRESENTATIVE

11.1 In order to coordinate the schedule for the installation of the Interconnection Facilities, and provide for the exchange of information and preparation of any necessary operating procedures regarding the activities required under this Agreement, each Party shall, within 30 calendar days following the effective date of this Agreement, appoint an Authorized Representative and shall designate such Authorized Representative by written notice to the other Party.

- 11.2 The Authorized Representatives are authorized to act on behalf of the Party they represent in the implementation of this Agreement. Any action taken or determination made by the Authorized Representatives in the implementation of this Agreement shall be in writing.
- 11.3 The Authorized Representatives shall have no authority or power to modify, add, waive, or eliminate any terms or conditions of this Agreement.
- 11.4 Either Party may at any time change the designation of its Authorized Representative by written notice to the other Party pursuant to Section 21.

## 12. LIABILITY

- 12.1 Except for any loss, damage, claim, cost, charge, or expense resulting from Willful Action, neither Party, its directors or other governing body, officers, or employees shall be liable to the other Party for any loss, damage, claim, cost, charge, or expense of any kind or nature incurred by the other Party (including direct, indirect, or consequential loss, damage, claim, cost, charge, or expense; and whether or not resulting from the negligence of a Party, its directors or other governing body, officers, employees, or any person or entity whose negligence would be imputed to such Party) from (a) engineering, repair, supervision, inspection, testing, protection, operation, maintenance, replacement, reconstruction, use, or ownership of such Party's electric or water system, or (b) the performance or non-performance of the obligations of a Party under this Agreement. Except for any loss, damage, claim, cost, charge, or expense resulting

from Willful Action, each Party releases the other Party, its directors or other governing body, officers, and employees from any such liability.

12.2 Except for liability resulting from Willful Action of the other Party, a Party whose electric customer shall make a claim or bring an action for any death, injury, loss, or damage arising out of delivery of, interruptions to, or curtailment of electric service to such customer, shall indemnify and hold harmless, to the full extent permitted by law, the other Party, its directors or other governing body, officers and employees from and against any liability for such death, injury, loss, or damage. For the purpose of this Section 12, the term "electric customer" shall mean an electric consumer, except an electric utility system to whom power is delivered for resale. Except for liability resulting from Willful Action of the other Party, a Party whose water customer shall make a claim or bring an action for any death, injury, loss, or damage arising out of delivery of, interruptions to, or curtailment of water service which that Party is obligated to provide such customer, shall indemnify and hold harmless, to the full extent permitted by law, the other Party, its directors or other governing body, officers, and employees from and against any liability for such death, injury, loss, or damage.

12.3 For the purpose of this Section 12, Willful Action shall be defined as:

12.3.1 Action taken or failure to act by a Party at the direction of its directors or other governing body, officers, or employees having management responsibility affecting its performance under this Agreement, which action or failure to act is knowingly or intentionally taken with conscious

indifference to the consequences thereof or with intent that injury or damage will result or will probably result therefrom.

12.3.2 Action taken or failure to act by a Party at the direction of its directors or other governing body, officers, or employees having management responsibility affecting its performance under this Agreement, which action or failure to act has been determined by final arbitration award or final judgment or judicial decree to be a material default under this Agreement and which occurs or continues beyond the time specified in such arbitration award or judgment or judicial decree for curing such default or, if no time to cure is specified therein, occurs or continues thereafter beyond a reasonable time to cure such default.

12.3.3 Action taken or failure to act by a Party at the direction of its directors or other governing body, officers, or employees having management responsibility affecting its performance under this Agreement, which action or failure to act is knowingly or intentionally taken with the knowledge that such action or failure to act is a material default under this Agreement.

12.3.4 Willful Action does not include any act or failure to act which is merely involuntary, accidental, or negligent.

12.3.5 The phrase “employees having management responsibility,” as used in this Section 12.3, means the employees of a Party who are responsible for one or more of the executive functions of planning, organizing, coordinating,

directing, controlling, and supervising such Party's performance under this Agreement with responsibility for results.

### 13. REGULATORY AUTHORITY

- 13.1 SCE shall tender this Agreement for filing with FERC in a timely manner with a request that it be made effective upon acceptance without suspension, and SBVMWD and SGPWA shall support SCE in obtaining all necessary authorizations and approvals for this Agreement.
- 13.2 Nothing contained herein shall be construed as affecting in any way: (a) the right of SCE to unilaterally make application to the FERC for a change in rates, charges, classification, or service, or any rule, regulation, or contract relating thereto, under Section 205 of the Federal Power Act and pursuant to the Rules and Regulations promulgated by FERC thereunder; (b) the right of SBVMWD and SGPWA to oppose such changes under Section 205 of the Federal Power Act; (c) the right of SBVMWD and SGPWA to file a complaint requesting a change in rates, charges, classification, or service, or any rule, regulation or contract relating thereto, or rate methodology or design relating to services provided hereunder, under Section 206 of the Federal Power Act and pursuant to the rules and regulations promulgated by the FERC thereunder; or (d) the right of SCE to oppose such complaint by SBVMWD and SGPWA under Section 206 of the Federal Power Act. Any change shall become effective pursuant to Section 205 of the Federal Power Act.

13.3 SBVMWD and SGPWA shall reimburse SCE for all fees and charges imposed on SCE by the FERC attributable to the service provided under this Agreement, or any amendments thereto.

#### **14. NO DEDICATION OF INTERCONNECTION FACILITIES**

Any undertaking by one Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of the undertaking Party to the public or to the other Party, and it is understood and agreed that any such undertaking by a Party shall cease upon the termination of its obligations hereunder.

#### **15. NO THIRD PARTY RIGHTS**

Unless otherwise specifically provided in this Agreement, the Parties do not intend to create rights in or grant remedies to any Third Party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established hereunder.

#### **16. UNCONTROLLABLE FORCES**

Neither Party shall be considered to be in default in the performance of any of its obligations hereunder (other than obligations of SBVMWD and SGPWA to make payment for bills rendered pursuant to Section 10 or SCE's obligation to make refunds under Section 7) when a failure of performance shall be due to an Uncontrollable Force. The term "Uncontrollable Force", shall mean any cause beyond the control of the Party unable to perform such obligation, including, but not limited to, failure or threat of failure of Interconnection Facilities, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage,

government priorities and restraint by court order or public authority and action or nonaction by or inability to obtain the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome by exercise of due diligence. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved.

## 17. ASSIGNMENTS

- 17.1 Any assignment by a Party of its interest in this Agreement which is made without the written consent of the other Party shall not relieve such assigning Party from primary liability for any of its duties and obligations under this Agreement, and in the event of any such assignment, the assigning Party shall continue to remain primarily liable for payment of any and all money due the other Party as provided under this Agreement, and for the performance and observance of all other covenants, duties, and obligations to be performed and observed under this Agreement by the assigning Party to the same extent as though no assignment has been made.
- 17.2 Whenever an assignment of a Party's interest in this Agreement is made with the written consent of the other Party, the assigning Party's assignee shall expressly assume in writing the duties and obligations hereunder of the assigning Party and, within 30 calendar days after any such assignment and assumption of duties and obligations, the assigning Party shall furnish or cause to be furnished to the other

Party a true and correct copy of such assignment and assumption of duties and obligations.

#### 18. RELATIONSHIP OF PARTIES

The covenants, obligations, and liabilities of the Parties are intended to be several and not joint or collective, and nothing contained in this Agreement shall ever be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership, covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided in this Agreement.

Neither Party shall be under the control of or shall be deemed to control the other Party. Neither Party shall be the agent of or have a right or power to bind the other Party without such other Party's express written consent.

#### 19. WAIVERS

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or other matter arising in connection therewith. Any delay, short of any statutory period of limitation, in asserting or enforcing any right, shall not be deemed a waiver of such right.

#### 20. GOVERNING LAW

This Agreement shall be interpreted, governed by, and construed under the laws of the State of California or the laws of the United States, as applicable, as if executed and to be performed wholly within the State of California.

## 21. NOTICES

Any notice, demand, or request provided in this Agreement, or served, given, or made in connection with it, shall be in writing and deemed properly served, given, or made if delivered in person or sent by United States mail, postage prepaid, to the persons specified herein unless otherwise provided in this Agreement:

Southern California Edison Company,  
c/o Secretary,  
P.O. Box 800,  
Rosemead, California 91770,

SBVMWD  
Heather Dyer  
CEO/General Manager  
380 E. Vanderbilt Way  
San Bernardino, CA 92408

SGPWA  
Lance Eckhart  
General Manager  
1210 Beaumont Ave  
Beaumont, CA 92223

Either Party may at any time, by notice to the other Party, change the designation or address of the person so specified as the one to receive notices pursuant to this Agreement.

## 22. NONDISCRIMINATION

During the performance of this Agreement, the Parties shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall either Party discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (i.e., over 40), or sex. Each

Party shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

#### 23. AUDITS

Each Party shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after each payment is made under this Agreement.

#### 24. SEVERABILITY

In the event that any term, provision, covenant, or condition of this Agreement or the application of any such term, covenant, or condition shall be held invalid as to any person, entity, or circumstance by any court, arbitration, or regulatory authority having jurisdiction, the invalidity of such term, covenant or condition shall not affect the validity of any other term, provision, condition or covenant and such term, provision, covenant or condition shall remain in force and effect as applied to this Agreement to the maximum extent permitted by law. The Parties hereto further agree to negotiate in good faith to establish new and valid terms, conditions and covenants to replace any found invalid so as to place each Party as nearly as possible in the position contemplated by this Agreement.

#### 25. RECYCLED MATERIALS

Pursuant to Public Contract Code paragraph 12205, SCE shall, prior to termination of this agreement, certify to SBVMWD and SGPWA, under penalty of perjury, the minimum percentage, or exact percentage, of post-consumer and secondary material in the materials, goods, or services provided or used.

## **26. CHILD SUPPORT COMPLIANCE ACT**

26.1 SCE recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

26.2 SCE, to the best of its knowledge, is fully complying with the earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## **27. AMERICANS WITH DISABILITIES ACT**

SCE assures SBVMWD and SGPWA that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

## **28. DRUG-FREE WORKPLACE CERTIFICATION**

The Parties certify, under penalty of perjury, to provide a drug-free workplace for each Party's respective employees. The Parties shall accomplish this by the following:

28.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against them for violations.

28.2 Establish a Drug-Free Awareness Program to inform employees about the (a) dangers of drug abuse in the workplace, (b) policy of maintaining a drug-free workplace, (c) available counseling, rehabilitation and employee assistance

programs, and (d) penalties that may be imposed upon them for drug abuse violations.

28.3 Provide employees a copy of the drug-free workplace policy statement and obtain from employees or representatives an agreement to abide by the terms of the drug-free workplace policy statement as a condition of employment.

#### **29. WORKER'S COMPENSATION LIABILITY**

Each Party affirms it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation, or to undertake self-insurance in accordance with the provisions of such Code. Each Party affirms it shall comply with such provisions prior to the execution of this Agreement.

#### **30. NATIONAL LABOR RELATIONS BOARD**

In accordance with Public Contract Code Section 10296, each Party declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against it within the immediately preceding two-year period because of its failure to comply with an order of a Federal court which ordered it to comply with an order of the National Labor Relations Board.

#### **31. DISPUTES**

With the exception of any billing dispute as provided pursuant to Section 10.7 herein, or as otherwise limited by law, the Dispute Resolution Procedures set forth in the WDAT shall apply to all disputes between SBVMWD and SGPWA and SCE which arise under this Agreement; provided, however, that the Dispute Resolution Procedures set forth in the WDAT shall not

apply as to disputes regarding whether rates and charges set forth in this Agreement are just and reasonable under the Federal Power Act.

### 32. CONFIDENTIALITY

Confidential Information shall include, without limitation, all information that is identified as confidential by the disclosing Party relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by either Party to the other Party prior to the Effective Date of this Agreement.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Section 28 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

32.1 **Term.** During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Section 32, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

32.2 **Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (a) is generally available to the public other than as a result of

a disclosure by the receiving Party; (b) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (c) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (d) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (e) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Agreement; or (f) is required, in accordance with Section 32.7 of this Agreement, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

32.3 Release of Confidential Information. No Party shall release or disclose Confidential Information to any other person, except to its employees, consultants, affiliates (limited by the Standards of Conduct requirements set forth in Part 358 of FERC's Regulations, 18 C.F.R. 358), subcontractors, or to parties who may be or are considering providing financing to or equity participation with the disclosing Party, or to potential purchasers or assignees of the disclosing Party, on a need-to-know basis in connection with this Agreement, unless such person has first been advised of the confidentiality provisions of this Section 32 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential

Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 32.

- 32.4 Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by a Party or any other person or entity of the right to protect the Confidential Information from public disclosure.
- 32.5 No Warranties. The mere fact that a Party has provided Confidential Information does not constitute a warranty or representation as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.
- 32.6 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.
- 32.7 Order of Disclosure. If a court or a Governmental Authority, entity, or person with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, Public Record Act request, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate

protective order or waive compliance with the terms of this Agreement.

Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

32.8 **Termination of Agreement.** Upon termination of this Agreement for any reason, each Party shall, within ten (10) calendar days of receipt of a written request from the other Party, use reasonable efforts to destroy, erase, or delete (with such destruction, erasure, or deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

32.9 **Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's breach of its obligations under this Section 32. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party breaches or threatens to breach its obligations under this Section 32, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the breach of this Section 32, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be

liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 32.

32.10 Disclosure to FERC, its Staff, or a State. Notwithstanding anything in this Section 32 to the contrary, and pursuant to 18 C.F.R. section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC or its staff within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Each Party is prohibited from notifying the other Party to this Agreement prior to the release of the Confidential Information to FERC or its staff. Each Party shall notify the other Party to the Agreement when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

32.11 Subject to the exceptions in Sections 32.7 and 32.10, Confidential Information shall not be disclosed by any other Party to any person not employed or retained by such other Party, except to the extent disclosure is (a) required by law; (b) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a

dispute between or among the Parties, or the defense of litigation or dispute; (c) otherwise permitted by consent of such other Party, such consent not to be unreasonably withheld; or (d) necessary to fulfill its obligations under this Agreement or as a transmission service provider or a balancing authority area operator including disclosing the Confidential Information to a regional transmission organization or the ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

33. REMOVAL COST

33. 1 If, in accordance with Section 9, SCE decides to physically remove the Interconnection Facilities, SCE shall render a bill to SBVMWD and SGPWA for the Removal Cost. SBVMWD and SGPWA shall pay the Removal Cost in accordance with Section 13.1. Such billing shall be initially based on SCE's estimate of the Removal Cost. Within 12 months following the removal of the Interconnection Facilities, SCE shall determine the recorded Removal Cost and provide SBVMWD and SGPWA with a final invoice.

- 33.2 If the amount paid for the Removal Cost is less than the amount due for the Removal Cost as determined from the actual recorded Removal Cost, SCE will bill SBVMWD and SGPWA for the difference between the amount previously paid by SBVMWD and SGPWA and the amount which would have been paid based on actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.
- 33.3 If the amount paid for the Removal Cost is greater than the amount due for the Removal Cost as determined from the actual recorded Removal Cost, SCE will refund SBVMWD and SGPWA the difference between the amount previously paid by SBVMWD and SGPWA and the amount which would have been paid based on actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.

34. **CAPITAL ADDITIONS:**

- 34.1 SCE shall engineer, design, construct, install, own, operate and maintain all Capital Additions pursuant to Good Utility Practice.
- 34.2 Except as otherwise provided in Section 34.3, whenever Capital Additions are required by SCE pursuant to Good Utility Practice (which may include compliance with system or regulatory requirements), SBVMWD and SGPWA shall pay all charges associated with such Capital Additions in accordance with Section 7.
- 34.3 In the event that Capital Additions are required in order to benefit SCE, or because of damage caused by negligence or willful misconduct of SCE, SBVMWD and SGPWA shall not bear cost responsibility for such Capital

Additions. No adjustment will be made to the Interconnection Facilities Cost or the Distribution Upgrades Cost, and no Capital Additions Cost, ITCC, or One-Time Cost will be charged to SBVMWD and SGPWA for such Capital Additions.

### 35. OTHER TAXES

SBVMWD and SGPWA shall be solely responsible for any taxes (including, but not limited to, property tax, sales and use tax, excise tax, and document transfer tax) that are asserted against any payments or asset transfers made by SBVMWD and SGPWA to SCE under this Agreement for Interconnection Facilities and Capital Additions. SCE and SBVMWD and SGPWA shall cooperate in good faith to appeal, protest, seek abatement of, or otherwise contest other taxes associated against payments or asset transfers made by SBVMWD and SGPWA to SCE under this Agreement for Interconnection Facilities and Capital Additions.

### 36. ENTIRE AGREEMENT

This Agreement and the Service Agreement constitute the complete and final expression of the agreement between the Parties and are intended as a complete and exclusive statement of the terms of their agreement which supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and other agreements which may have been made in connection with the subject matter of this Agreement and the Service Agreement.

### 37. AMBIGUITIES

Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against any Party, but will be construed in the manner that most accurately reflects the Parties' intent as of the date they executed this Agreement.

38. **SIGNATURE CLAUSE**

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**SOUTHERN CALIFORNIA EDISON COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SAN GORGONIO PASS WATER AGENCY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

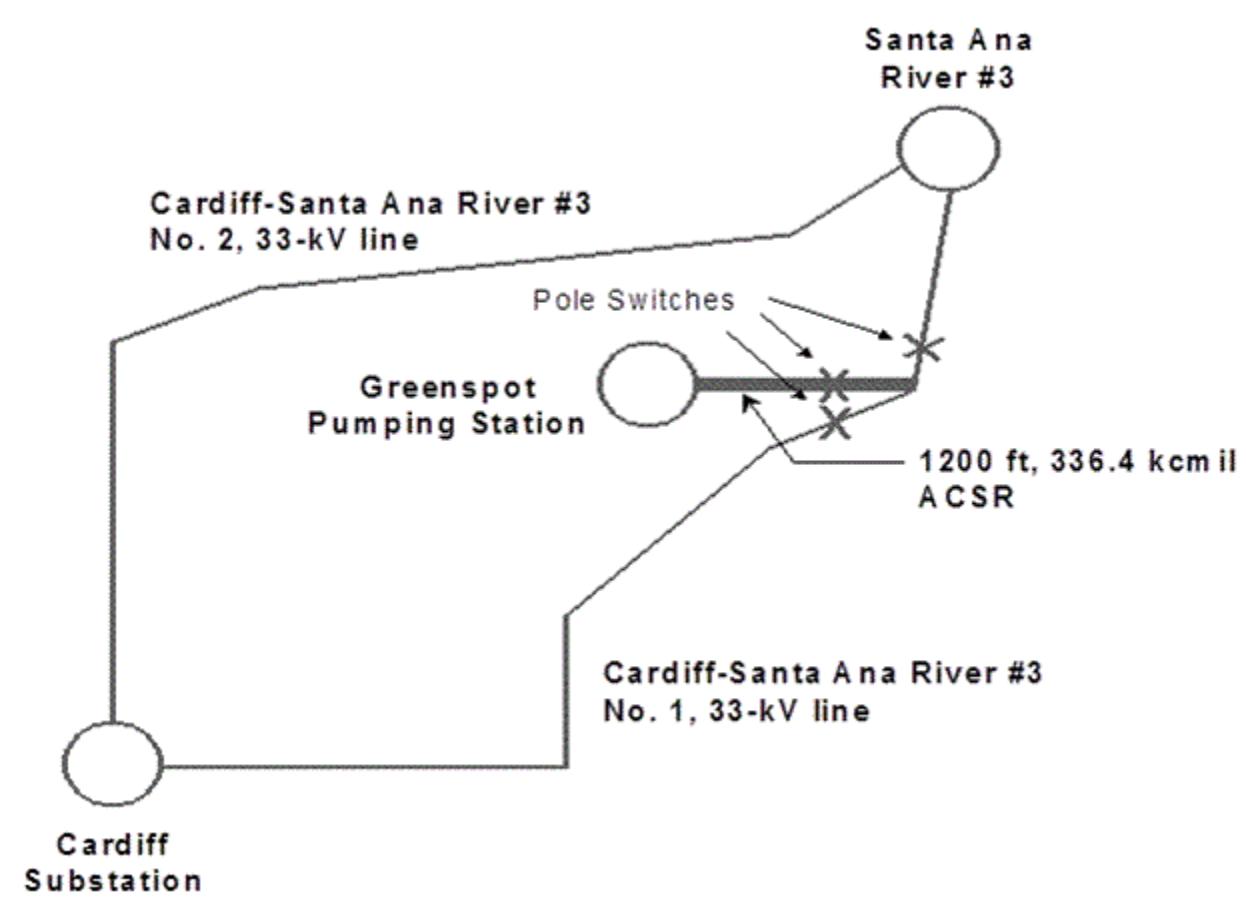
Date: \_\_\_\_\_

EXHIBIT A  
Interconnection Facilities Scope of Work

Greenspot Interconnection Facilities:

Form the Cardiff-Greenspot-Santa Ana River 3 No. 1, 33kV line by (i) constructing approximately 1200 feet of wood pole line using 336.4 ACSR conductor, (ii) tapping the existing Cardiff-Santa Ana River 3 No. 1, 33kV line, and (iii) installing three pole mounted switches.

EXHIBIT B  
Greenspot Interconnection Facilities One-Line Diagram



## EXHIBIT C

## Interconnection Facilities Cost and One-Time Cost

Greenspot Interconnection Facilities Cost:

Element	Facilities Cost Estimate	One-Time Cost Estimate	Facilities Cost -Actual	One-Time Cost - Actual
Transmission	\$189,300.00	\$30,000.00		
Distribution	0.00	\$10,200.00		
Telecommunication	\$15,400.00	0.00		
Real Property	\$10,200.00	0.00		
	<hr/> \$214,900.00	<hr/> \$40,200.00	<hr/> \$217,694.61	<hr/> \$26,689.33
	<u>Greenspot Interconnection Facilities Cost - Actual</u> \$217,694.61	<u>One-Time Cost - Actual</u> \$26,689.33		

Interconnection Facilities Total Cost:

	<u>Estimated Cost</u>	<u>Recorded Cost</u>
Interconnection Facilities Cost	\$240,500.00	\$245,254.89
One-Time Cost	\$429,000.00	\$385,686.06

**Monthly Interconnection Facilities Charge** = Interconnection Facilities Cost x Company-Financed Monthly Rate

## Greenspot Monthly Interconnection Facilities Charge:

Effective Date	Company-Financed Monthly Rate	Estimated Cost	Monthly Interconnection Facilities Charge based on Estimated Cost	Recorded Cost	Monthly Interconnection Facilities Charge Based on Actual Cost
06/14/02 to 07/17/04	1.38%	\$214,900.00	\$2,965.62	\$217,694.61	\$3,004.19
07/18/04 to 04/03/09	1.46%	\$214,900.00	\$3,137.54	\$217,694.61	\$3,178.34
04/04/09 to 12/31/12	1.47%	-	-	\$217,694.61	\$3,200.11

01/01/13 to 12/31/15	1.53%	-	-	\$217,694.61	\$3,330.73
01/01/16 to 07/25/2019	1.42%	-	-	\$217,694.61	\$3,091.26
07/26/2019 to 09/30/2021	1.23%			\$217,694.61	\$2,677.64
10/01/2021 to Present	1.16%			\$217,694.61	\$2,525.26

## EXHIBIT D

## Description of Work for One-Time Cost

## Greenspot Interconnection Facilities:

Deadend existing conductors at the point at which the new 33kV line to Greenspot Pumping Station will be connected to the existing Cardiff-Santa Ana River 3 No. 1, 33kV line. Deadend existing conductors at three new pole-mounted switches installed in the existing Cardiff-Santa Ana River 3 No. 1, 33kV line. Relocate existing 12kV circuitry to new poles and remove four existing distribution poles.

A landscape photograph of a road leading into a valley under a dramatic, cloudy sky.

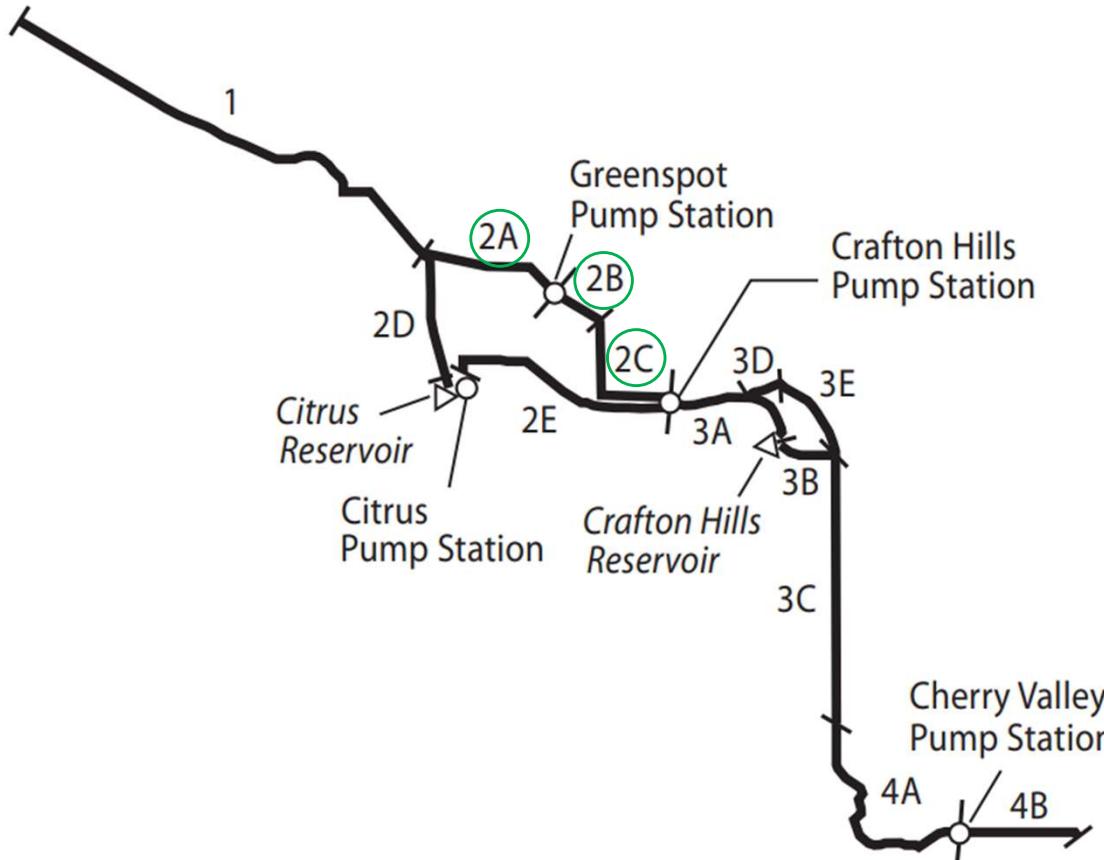
# Resolution 2025-11: Greenspot PS Buyback and Facilities Transfer Agreements

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BOARD OF DIRECTORS

DECEMBER 15, 2025

### *East Branch Extension*



With the completion of EBX Phase II, SBVMWD/SGPWA has requested their facilities at Reaches 2A, 2B, and 2C be transferred back to them from DWR. SGPWA has capacity rights in the facilities.

○ EBX Facilities to be Transferred Back to SBVMWD



SBVMWD and SGPWA have been working with DWR to facilitate this transfer back to local control. Agreements needed include:

- Umbrella agreement with DWR to facilitate the facilities transfer
- An amendment to SBVMWD's and SGPWA's respective Water Supply Contracts to document the removal of EBX Reaches 2A, 2B, and 2C from the list of SWP facilities;
- An amendment to the 1998 Capacity Rights Agreement to relinquish DWR's capacity rights in SBVMWD's facilities within EBX Reaches 2A, 2B, and 2C;
- A revision to Attachment 1 to the EBX O&M Joint Exercise of Powers Agreement to remove references to the facilities within EBX Reaches 2A, 2B, and 2C and to add Foothill Pipeline Intertie and Greenspot Pipeline Intertie;
- An agreement between DWR, SBVMWD, and SGPWA to allow for the introduction of SBVMWD's and SGPWA's Non-Project water into the EBX;

In addition to DWR Agreements, SBVMWD and SGPWA have been working with SCE to coordinate a power agreement switch from DWR

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- SGPWA and SBVMWD need to execute two agreements:
  - Service Agreement for Wholesale Distribution Service
  - Greenspot Pumping Station Interconnection Facilities Agreement
- DWR will terminate their existing SCE agreements related to the Greenspot Pump Station and associated facilities.
- SGPWA/SBVMWDs SCE agreements and DWRs termination will be executed simultaneously to prevent a lapse of electrical service in these facilities.
- SCE will then submit a filing with FERC to approve the transfer
- The overall goal is to have this completed before the end of the year so that the transfer is effective January 1, 2026.

# Recommendation

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Adopt Resolution 2025-11 Authorizing Execution of Agreements for (1) Repayment of Debt Service and Removal of Greenspot Pump Station Facilities from the State Water Project, (2) Designation of New Delivery Structures, and (3) Electrical Interconnection and Wholesale Distribution Service with Southern California Edison Company

# **San Gorgonio Pass Water Agency**

**DATE:** December 15, 2025

**TO:** Board of Directors

**FROM:** Lance Eckhart, General Manager

**BY:** Lance Eckhart, General Manager

## **SUBJECT**

Consideration of Professional Services and Cost-Share Agreements for Preparation of Technical Memorandum on Recycled Water Recharge Basin Siting and Liability

## **RECOMMENDATION**

Authorize the General Manager to execute a professional services agreement with T.R. Holliman & Associates for preparation of a technical memorandum addressing recycled water recharge basin siting and liability considerations. Further authorize the General Manager to negotiate and execute a cost-share agreement with the City of Beaumont providing for a 50-percent cost share, and to proceed with executing the professional services agreement upon approval of the cost-share agreement by both the San Gorgonio Pass Water Agency and the City of Beaumont and final review by their respective counsels.

## **PREVIOUS CONSIDERATIONS**

No previous considerations, although consistent with years of collaborative discussions regarding the local utilization of recycled water and regional benefits.

## **BACKGROUND AND ANALYSIS**

The San Gorgonio Pass Water Agency (SGPWA), in coordination with the City of Beaumont and regional partners, continues to explore the long-term use of recycled water including indirect potable reuse via groundwater recharge. A hybrid solution, recycling water for both non-potable use and groundwater recharge, has emerged as the preferred approach. However, further evaluation is needed to identify suitable recharge locations and assess regulatory liabilities related to the use of recycled water within the Beaumont Basin.

T.R. Holliman & Associates (TRHA) has submitted a proposal to develop a Technical Memorandum (TM) that addresses both technical siting and regulatory concerns. The proposed scope builds upon recent interagency planning and will inform future implementation strategies. SGPWA and the City of Beaumont plan to share costs equally, and execution of the consultant contract will be contingent upon finalization of the cost-share agreement.

The proposed work will:

- Identify and map potential recharge basin sites on City, SGPWA, and BCVWD properties within the Beaumont Basin.
- Evaluate the infrastructure requirements to convey recycled water to candidate recharge sites, including pipelines and pump stations.
- Assess how recharge at various locations may impact existing and planned production wells.
- Prepare a recommendation matrix summarizing viable recharge options, including site suitability and regulatory considerations.
- Coordinate with the Regional Water Quality Control Board (RWQCB) and Division of Drinking Water (DDW) to assess liability and compliance issues related to the use of recycled water.
- Deliver a final Technical Memorandum to support CEQA review, interagency agreements, and next steps for regional implementation.
- This deliverable will inform future Board decisions related to project development, regulatory pathways, and grant opportunities.

## **STRATEGIC PLAN NEXUS**

This effort supports the Agency's Strategic Plan in the following areas:

- Strategic Goal 1: Align with the current and future water landscape.
  - ✓ *Objective 1:* Sustain infrastructure investment to provide a robust regional water distribution and storage system.
- Strategic Goal 2: Ensure a reliable delivery system that advances efficiency and resiliency.
  - ✓ *Objective 2:* Investigate additional opportunities to increase water storage capabilities, including through groundwater recharge using local sources.

## **FISCAL IMPACT**

The total cost of the professional services agreement with T.R. Holliman & Associates is \$57,260. The funds for this agreement will come from the General Fund (the Green Bucket), line item 'Local Recharge Feasibility Studies' (line #82). The budgeted amount for FY 25-26 is \$750,000. As of November 30, 2025, about \$18,000 has been expended.

It is anticipated that these costs will be shared equally between the San Gorgonio Pass Water Agency and the City of Beaumont pursuant to a forthcoming cost-share agreement, resulting in an estimated Agency share of \$28,630. Execution of the professional services agreement is contingent upon approval and execution of the cost-share agreement.

Because the Agency is the lead agency, the total cost of the study will be recognized and charged to the line item mentioned above. Reimbursement from the City of Beaumont will be recognized in the line item 'Gov't Contributions' (line 5) and netted at the conclusion of the fiscal year.

### **ACTION**

Authorize the General Manager to execute a professional services agreement with T.R. Holliman & Associates for preparation of a technical memorandum addressing recycled water recharge basin siting and liability considerations. Further authorize the General Manager to negotiate and execute a cost-share agreement with the City of Beaumont providing for a 50-percent cost share, and to proceed with executing the professional services agreement upon approval of the cost-share agreement by both the San Gorgonio Pass Water Agency and the City of Beaumont and final review by their respective counsels.

### **ATTACHMENTS**

- Proposal for Technical Memorandum – Groundwater Recharge Basin Siting Study and Liability Evaluation; T.R. Holliman and Associates – November 7, 2025



November 7, 2025

Lance Eckhart, PG, CHG  
General Manager/Chief Hydrogeologist  
San Gorgonio Pass Water Agency  
1210 Beaumont Ave.  
Beaumont CA 92223

Subject: Proposal for Technical Memorandum - Groundwater Recharge Basin Siting  
Study and Liability Evaluation

Dear Mr. Eckhart,

The T.R. Holliman and Associates, Inc. (TRHA) is pleased to submit this proposal to prepare a Technical Memorandum to review potential groundwater recharge location opportunities in the Beaumont Basin, and address statements made by the Regional Water Quality Control Board - Santa Ana Region (RWQCB) relative to potential liability for the mis-use of recycled water from the City of Beaumont Advanced Wastewater Treatment Plant (AWTP).

We understand the importance of maximizing the use of recycled water in the Beaumont Groundwater Basin but also realize that there are regulatory, institutional, and political issues that must be identified and addressed. TRHA has recently been working with San Gorgonio Pass Water Agency (SGPWA), the City of Beaumont (City), and the Beaumont Cherry Valley Water District (BCVWD) on a regional plan for recycled water so we are familiar with the study area and have already obtained and reviewed many of the documents which will be used for this effort. We believe that our experience in recycled water master planning, groundwater recharge, and regulatory compliance will allow us to develop a Technical Memorandum that will address your concerns.

### **Local Knowledgeable and Responsive Project Team**

Our Project Manager, Tom Holliman, has over 40 years of professional experience including over two decades of local experience in the Inland Empire, recently serving as Engineering and Operations Manager for the East Valley Water District in Highland, CA. He has also served as District Engineer for the SGPWA as part of Boyle

Engineering, (now AECOM) from 2003 to 2005. TRHA recently completed a three-way analysis of the use of recycled water from the City's AWTP that identified an optimum path forward for the use of recycled water in the Beaumont Basin and a technical memorandum identifying the issues related to groundwater recharge with recycled water. That technical memorandum included a discussion of the existing groundwater recharge basins and the impact of introducing recycled water to the basins. The siting study portion of this technical memorandum will expand the evaluation of potential recharge options to include City, BCVWD, and SGPWA properties which could be used to develop additional recharge basins. Mr. Holliman has worked on multiple groundwater recharge projects in his 40 years including those operated by the Long Beach Water Department and Water Replenishment District of Southern California.

### **Unique combination of Public and Private Recycled Water Planning Experience**

For this project Mr. Holliman will be joined by Mr. John Robinson, who has over 30 years of experience in recycled water systems. He is also considered an expert in recycled water conversions and regulatory compliance, and has assisted clients in receiving multiple grants for recycled water projects. Mr. Robinson has multiple years working with the different regulatory agencies and is uniquely qualified to answer the questions regarding liability for the mis-use of the recycled water from the City of Beaumont's AWTP. These would include, but not be limited to, the Regional Water Quality Control Board - Santa Ana Region and the State Water Resources Control Board Division of Drinking Water.

### **Scope of Work**

TRHA will prepare a Technical Memorandum that will review additional recharge basin opportunities beyond those currently being operated by SGPWA and BCVWD. It will also address the question of the City's liability for the mis-use of the recycled water produced at the AWTP. The tasks will include, at a minimum:

- 1.0 Coordinating a Kickoff Meeting and a TM Review Meeting
  - 1.1 Kickoff Meeting with SGPWA (plus others invited by SGPWA)
  - 1.2 TM Review Meeting with SGPWA (plus others invited by SGPWA)
- 2.0 Completion of a Recharge Basin Siting Study
  - 2.1 Collect information regarding the boundaries of the existing Beaumont Groundwater Basin. Prepare a map with a boundary encompassing the full area covered by BCVWD, SGPWA, and the City with the current groundwater contours shown. This will be used in Task 2.3 to determine if there are additional, suitable, recharge sites

2.2 Map all existing BCVWD, SGPWA, and City undeveloped properties located within the boundary developed in Task 2.1, and existing and planned recharge basins. Map all existing BCVWD and SGPWA facilities used to move recharge water into their basins. Map all existing groundwater wells by owner in the Beaumont Basin.

- a. BCVWD to provide shape files and/or coordinates for BCVWD recharge facilities and existing potable, non-potable, and monitoring wells.
- b. SGPWA to provide shape files for Beaumont Basin boundaries, SGPWA recharge facilities, monitoring wells, and hydraulic contours of the Beaumont Basin.
- c. City to provide shape files and/or coordinates for each of the City-owned sites which might be considered for recharge basins.

2.3 Identify parcels which are currently recharge basins, or could be developed into additional recharge basins. Geotechnical evaluations of the potential sites are not included in the scope of this project but the team will attempt to identify and show sensitive receptors at these potential recharge basin locations. At the meeting with BCVWD, SGPWA, and the City on October 29, 2025, it was discussed that there are five (5) existing or potential locations and this task will include those and any additional locations.

2.4 Based on the location of each potential recharge site, evaluate potential benefit the groundwater basin, and the facilities needed to utilize the recharge sites. Existing recharge facilities will be shown. Any new pipelines and pump stations needed to move water to proposed recharge basins will be developed and shown. Sites along the lower boundary of the Beaumont Basin will be disqualified because of the limited recharge potential.

2.5 Evaluate which existing production wells will be impacted by recharging into the different potential recharge basins.

2.6 Provide a matrix showing the existing and recommended potential recharge sites with a final recommendation for which sites should be considered.

3.0 Coordination with RWQCB and Division of Drinking Water (DDW)

TRHA will conduct meetings with the RWQCB and DDW regarding the issue of "liability" under a "misuse" of recycled water scenario. This will include:

- a. Preparing a formal response to the email from Julio Lara, Chief from the Regional Water Quality Control Board - Santa Ana Region regarding penalties for the misuse of recycled water.

- b. Conducting up to three (3) meetings with representatives of the RWQCB and DDW with the goal of identifying key concerns, and sharing examples of existing contracts between wholesale recycled water producers such as the Orange County Water District, Inland Empire Utilities Agency, and local retail water purveyors like the City of Chino, City of Ontario, and others with a focus on recycled water producers and retailers within the Regional Water Quality Control Board – Santa Ana Region.
- c. Providing a final recommendation for addressing the City's concerns regarding liability.

4.0 Preparation of a Technical Memorandum summarizing all of the information from Tasks 2 and 3, and conduct a final review meeting with SGPWA.

We are confident that we can complete the scope of work within 120 days of receiving a Notice to Proceed and receiving all of the background materials requested in Section 2.2 above. Our not-to-exceed fee for this work is \$57,260 as outlined in the attached fee breakdown. If you have any questions, please feel free to contact me, at (909) 573-6802 or at [tomh@trholliman.com](mailto:tomh@trholliman.com).

Sincerely,  
T.R Holliman and Associates, Inc.



Thomas R. Holliman, PE  
President/Managing Engineer

**San Gorgonio Pass Water Agency - Groundwater Basin Recharge Siting Study Technical Memorandum**

**Not-to-Exceed Fee**

Task	Project Tasks	Tom Holliman, PE Project Manager	John Robinson Principal Planner	GIS Tech	Sr. Admin. Support	Total Hours	Total Labor	ODCs	TOTAL FEES
	Hourly Rate	\$210	\$170	\$125	\$100				
<b>1.0</b>	<b>Kickoff Meeting and TM Review Meeting</b>								
	Kickoff Meeting with SGPWA	2	2		1	5	\$860	\$50	\$910
	TM Review Meeting with SGPWA	2	2		1	5	\$860	\$50	\$910
<b>2.0</b>	<b>Siting Analysis</b>								
2.1	Data Collection	16	12			28	\$5,400	\$100	\$5,500
2.2	Map existing recharge facilities, production wells and monitoring wells.	12	8	24		44	\$6,880		\$6,880
2.3	Identify potential recharge sites	12	8	16		36	\$5,880		\$5,880
2.4	Analysis of potential recharge sites	24	24			48	\$9,120		\$9,120
2.5	Evaluate existing wells which might be impacted by RW recharge	12	12			24	\$4,560		\$4,560
2.6	Provide matrix showing all potential sites with final recommendations for additional recharge basins.	8	8		2	18	\$3,240		\$3,240
<b>3.0</b>	<b>Coordination with RWQCB and DDW</b>								
	Discussions and conclusions from RWQCB and DDW	20	40			60	\$11,000		\$11,000
<b>4.0</b>	<b>Prepare Technical Memorandum</b>								
	Prepare technical memorandum	24	16	8	4	52	\$9,160	\$100	\$9,260
	<b>Subtotal</b>	132	132	48	8	320	\$ 56,960	\$ 300	\$57,260
	<b>Total Not-to-Exceed Fee</b>								<b>\$57,260</b>

Prepared by T. R. Holliman (11/6/2025)

# **San Gorgonio Pass Water Agency**

**DATE:** December 1, 2025  
**TO:** Board of Directors  
**FROM:** Lance Eckhart, General Manager  
**BY:** Maricela V. Cabral, Exec. Asst./Clerk of the Board

**SUBJECT: Consideration to Nominate Board Member to LAFCO**

## **RECOMMENDATION**

Staff recommends that the Board:

- Discuss whether to nominate a Board Member for the LAFCO Regular Special District Member (Western Region) position; and
- If desired, select a nominee and authorize the Board President to sign the official nomination form.
- 

## **BACKGROUND**

Riverside LAFCO has opened the nomination period for one Regular Special District Member representing the Western Region. The Agency must determine whether it wishes to nominate one of its Board Members for consideration. The call for nominations was issued on December 2, 2025, with all nomination materials due by February 2, 2026. The selected candidate will serve a term extending through May 2030.

- The Board may nominate any Board Member who meets LAFCO's eligibility criteria
- A nomination requires Board direction, followed by signature of the nomination form by the Presiding Officer or a designated alternate
- If only one nomination is submitted countywide, that candidate will be appointed automatically. If multiple nominations occur, LAFCO will issue emailed ballots to Special District of Southern California members.
- Serving on LAFCO provides regional representation in matters of annexations, boundary changes, and municipal service reviews.

## **FISCAL IMPACT**

N/A

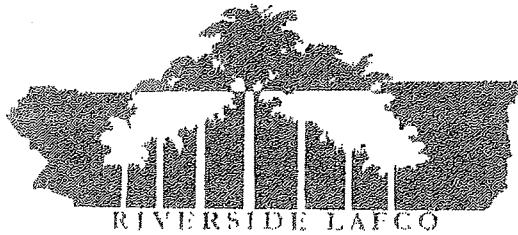
## **ACTION**

Discuss whether to nominate a Board Member for the LAFCO position, select a nominee and authorize the Board President to sign the official nomination form.

## **ATTACHMENTS**

LAFCO Call for Nominations letter

LAFCO 2026 Nomination Form  
Notice of Election dated November 18, 2025  
District List by Region



via electronic mail

December 2, 2025

**CALL FOR NOMINATIONS FOR A SPECIAL DISTRICT MEMBER  
(WESTERN REGION) OF THE RIVERSIDE LOCAL AGENCY FORMATION COMMISSION**

**To the Special District Selection Committee (Presiding Officers of Independent Special Districts of Riverside County c/o District Clerks):**

As you were recently notified (see attached letter), we are commencing the appointment process for one (1) Special District Regular Member (Western Region) for the Riverside Local Agency Formation Commission (LAFCO). I have determined that a physical meeting of the Special District Selection Committee (SDSC) is not feasible at this time. Therefore, selection proceedings will be conducted by electronic mail (e-mail). Specifically, the position is as follows:

- **Regular Special District Member** - must be a board member from a district in the western portion of the County (any district with the majority of its assessed value east of the intersection of Interstate 10 and State Highway 111). See attached list of east and west districts.

Terms of LAFCO Members are four years and until appointment of a successor or reappointment of the incumbent. The term of this position will run until the 1<sup>st</sup> Monday in May 2030.

The nomination period for the position will begin on Tuesday, December 2, 2025, and close on Monday, February 2, 2026 at 5:00 p.m. Any member of the Special District Selection Committee (presiding officer or an alternate board member designated by the governing body) may nominate a member of the legislative body of an independent special district board to fill the position, consistent with the geographic requirements noted above.

All nomination forms must be signed and dated by the presiding officer, or the designee of your District Board of Directors. Once complete, please scan the signed form and email it to Rebecca Holtzclaw at [rholtzclaw@lafco.org](mailto:rholtzclaw@lafco.org) and to [info@lafco.org](mailto:info@lafco.org). **Nominations must be received in our office by 5 p.m., Monday, February 2, 2026.**

Following the nomination period, ballots and voting instructions will be sent to SDSC members. However, if only one candidate is nominated, that candidate will be deemed selected with no further proceedings.

If you have any questions, please contact our office.

Sincerely,

  
Gary Thompson  
Executive Officer

  
Crystal Craig  
Assistant Executive Officer

cc: Special District Managers

Att.: 2026 Nomination Form  
Notice of Election dated November 18, 2025 (copy)  
District List- by Region

**SPECIAL DISTRICT SELECTION COMMITTEE (SDSC)  
2026 CALL FOR NOMINATION FORM**

I, \_\_\_\_\_ of the \_\_\_\_\_  
Print Name of Presiding Officer or alternate\* \_\_\_\_\_ Name of District \_\_\_\_\_

hereby nominate the following individual for the position of:

**Regular Special District Member of the Riverside Local Agency Formation Commission - Western Area. The term of this position will run until the 1<sup>st</sup> Monday in May 2030.**

Nominee: \_\_\_\_\_

District: \_\_\_\_\_

I hereby certify that I am the presiding officer of the above-named district or alternate designated by the governing body\*.

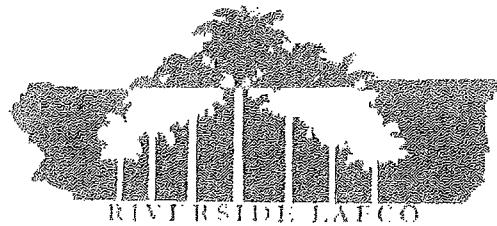
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*If an alternate has been designated by the governing body, please provide a resolution or minute order documenting the action.

Please note that per state statute, a Special District LAFCO Commissioner cannot be a member of the legislative body of a city or the county.

Note: Once complete, please scan and email this form to Rebecca Holtzclaw at [rholtzclaw@lafco.org](mailto:rholtzclaw@lafco.org) and to [info@lafco.org](mailto:info@lafco.org). Nomination forms are due no later than 5 p.m. on Monday, February 2, 2026.



November 18, 2025

via: Electronic Mail

**Notice of Election for LAFCO Commissioner to all Special District Board Presiding Officers c/o District Clerks:**

In early December, we will begin the process of electing one (1) Special District Member for appointment to the Riverside Local Agency Formation Commission (LAFCO). The purpose of this letter is to inform all districts of the process in advance in order to avoid any confusion.

Historically, the Special District Selection Committee (SDSC) has conducted its elections at a physical in-person meeting. Due to cost and logistics, it was determined such a physical meeting is not entirely feasible. Therefore, all elections are to be conducted by electronic mail (e-mail), as explained below.

Specifically, the election will be for one (1) LAFCO position as follows:

- 1) **Regular Special District Member from the Western Region of the County (any district with the majority of its assessed value west of the intersection of I-10 and State Highway 111).** See attached listing of east and west districts.

Presiding Officers from all Districts are eligible to vote for the position. The term of the incumbent, Regular Special District Commissioner Stephen Corona- West Region, expires on May 4, 2026. However, by statute the incumbent will continue to serve until a successor is appointed, if necessary. The new term will run through May 6, 2030.

The SDSC is comprised of the Presiding Officers of each independent special district of Riverside County, and which Riverside County is specified as "Principal" County for that district. In approximately two weeks, Riverside LAFCO will transmit a formal call for nominations to SDSC members, in care of each District's Clerk, and a copy to each District's General Manager. The District Clerks are responsible for transmitting the nomination package to the Board Presiding Officer. Formal nominations must be submitted to LAFCO by SDSC members (i.e., Presiding Officers) or a designated alternate (see below).

The nomination period will be approximately 60 days. If only one candidate is nominated for the position, that candidate will be deemed appointed. After nominations are received, and if more than one candidate has been nominated for the position, an emailed ballot will be sent to each district's voting member, in care of the District Clerks, to cast a vote. The District Clerks are responsible for transmitting the ballot materials to the Board Presiding Officer.

Please note that neither nominations nor votes of the Presiding Officer require action of the governing body, unless subject to any policy specific to a particular district as to how nominations and balloting is performed. If the Presiding Officer is unable to submit a nomination or vote, the governing body of the District may designate another board member to act in place of the Presiding Officer. District managers or other staff members may not nominate candidates or vote.

Notice of Election

November 18, 2025

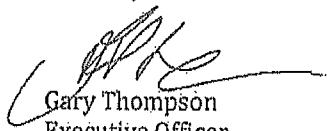
Page 2

Board members designated by their governing body to nominate a candidate or vote in place of the Presiding Officer must provide that authorization (in the form of a resolution or minute order) to LAFCO no later than the time the nomination or ballot is cast. Ballots will be due approximately 60 days from the date noted on the election materials.

*Note: there are 55 eligible districts in Riverside County for the election process. To meet the 50% + 1 quorum requirement for this election, we need at least 29 valid ballots returned from SDSC members for the election to be valid.*

Again, in order to expedite this process, please ensure this information is passed to your Presiding Officer when received. Please contact Rebecca Holtzclaw at [rholtzclaw@lafco.org](mailto:rholtzclaw@lafco.org) with any questions or concerns.

Sincerely,



Gary Thompson  
Executive Officer

cc: District General Managers

Enclosures:

District List- by Region



Crystal M. Craig  
Assistant Executive Officer

## List of Eligible Independent Special Districts of Riverside County

### WESTERN REGION

1. Banning Library District
2. Beaumont Library District
3. Beaumont-Cherry Valley Water District
4. Cabazon County Water District
5. De Luz Community Services District
6. Eastern Municipal Water District
7. Edgemont Community Services District
8. Elsinore Valley Cemetery District
9. Elsinore Valley Municipal Water District
10. Fern Valley Water District
11. High Valleys Water District
12. Home Gardens County Water District
13. Home Gardens Sanitary District
14. Idyllwild Fire Protection District
15. Idyllwild Water District
16. Jurupa Area Recreation & Park District
17. Jurupa Community Services District
18. Lake Hemet Municipal Water District
19. Murrieta Valley Cemetery District
20. Northwest Mosquito & Vector Control District
21. Pass Area Recreation & Park District (*formerly Beaumont-Cherry Valley*)
22. Pine Cove Water District
23. Pinyon Pines County Water District
24. Rancho California Water District
25. Riverside-Corona Resource Conservation District
26. Rubidoux Community Services District
27. San Gorgonio Memorial Healthcare District
28. San Gorgonio Pass Water Agency
29. San Jacinto Basin Resource Conservation District
30. San Jacinto Valley Cemetery District
31. Summit Cemetery District
32. Temecula Public Cemetery District
33. Temecula-Elsinore-Anza-Murrieta Resource Conservation District
34. Temescal Valley Water District
35. Tenaja Community Services District
36. Valley-Wide Recreation & Park District
37. Western Municipal Water District

### EASTERN REGION

38. Chiriaco Summit County Water District
39. Citrus Pest Control District No. 2
40. Coachella Valley Mosquito & Vector Control District
41. Coachella Valley Public Cemetery District
42. Coachella Valley Resource Conservation District
43. Coachella Valley Water District
44. Desert Healthcare District
45. Desert Recreation District
46. Desert Water Agency
47. Mission Springs Water District
48. Palm Springs Cemetery District
49. Palo Verde Cemetery District
50. Palo Verde Healthcare District
51. Palo Verde Irrigation District
52. Palo Verde Resource Conservation District
53. Palo Verde Valley Library District
54. Southern Coachella Valley Community Services District
55. Valley Sanitary District

# **San Gorgonio Pass Water Agency**

**DATE:** December 15, 2025

**TO:** Board of Directors

**FROM:** Lance Eckhart, General Manager

**BY:** Maricela V. Cabral, Exec. Asst./Clerk of the Board

**SUBJECT: 2026 SGPWA Board of Directors Meeting Schedule**

## **RECOMMENDATION**

Approve the SGPWA Board of Directors Meeting Schedule for Calendar Year 2026.

## **BACKGROUND**

Establishing a formal meeting schedule for the 2026 SGPWA Board of Directors is essential to supporting effective governance and organized agency operations. A consistent meeting calendar enables board members to coordinate their commitments, promotes timely and informed decision-making, and strengthens transparency for stakeholders. Setting the schedule in advance also enhances preparation, aligns work with strategic priorities, and ensures compliance with all regulatory requirements.

When a scheduled board meeting falls on a holiday, it will be moved to the following Monday. Per the Board's direction, the first meeting in August will remain dark. These adjustments help maintain consistent participation and support the effective operation of the Agency and Board throughout the year.

## **FISCAL IMPACT**

N/A

## **ACTION**

Approve the 2026 SGPWA Board of Directors Meeting

## **ATTACHMENTS**

Proposed 2026 SGPWA Board Meeting Schedule

# 2026 Board Meetings/Standing Committees Calendar

Vertex42

January						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
S	M	T	W	T	F	S
					1	2
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
S	M	T	W	T	F	S
			1			
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
S	M	T	W	T	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1st Board Meeting-1:30 pm  
2nd Board Meeting-6:00 pm

Finance & Budget 10:00 am  
Water Conser & Ed 1:30 pm

Meeting Canceled/Resch  
Office Closed 9-80

Holiday - Office Closed

November 19 - Recommended Date for F&B  
December 17 - Recommended Date for F&B

Dates subject to change - Meetings may get canceled or moved -  
Ad-Hocs are not included as they are not a regular recurring meeting.

# **San Gorgonio Pass Water Agency**

**DATE:** December 15, 2025

**TO:** Board of Directors

**FROM:** Lance Eckhart, General Manager

**BY:** Maricela V. Cabral, Administrative Asst./Clerk of the Board

**SUBJECT: Consideration of Committee Reassignments for 2026**

## **RECOMMENDATION**

Discuss board committee assignments and approve necessary changes to current assignments for calendar year 2026.

## **BACKGROUND**

With the reorganization of the board, and the addition of a new director, it is necessary to review and update the current board committee assignments.

## **FISCAL IMPACT**

N/A

## **ACTION**

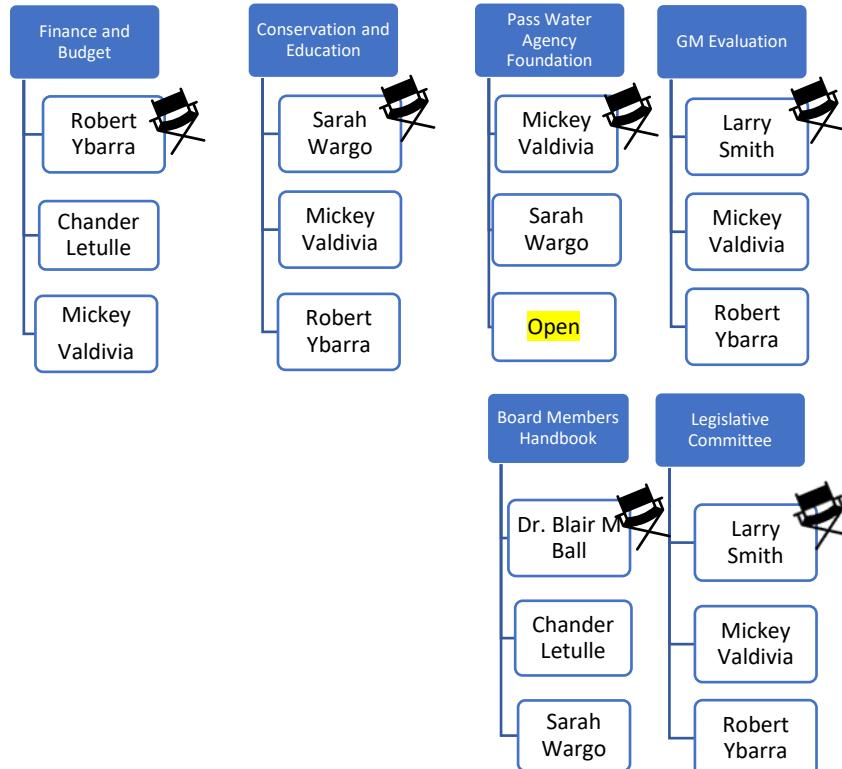
Review and approve necessary changes to the current Board Committee assignments listing.

## **ATTACHMENTS**

Board Committee Assignment Listing

# SGPWA Committee Assignments

## Standing Committees



## Ad-Hoc Committees