

AGENDA
IRVINE RANCH WATER DISTRICT
SUPPLY RELIABILITY PROGRAMS COMMITTEE
WEDNESDAY, DECEMBER 9, 2020

Due to COVID-19, this meeting will be conducted as a teleconference pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20, which suspend certain requirements of the Ralph M. Brown Act. Members of the public may not attend this meeting in person.

Participation by members of the Committee will be from remote locations. Public access and participation will only be available telephonically/electronically.

To virtually attend the meeting and to be able to view any presentations or additional materials provided at the meeting, please join online via Webex using the link and information below:

Via Web:

<https://irwd.my.webex.com/irwd.my/j.php?MTID=m34ba2c3753ae34236de3ccf459955504>

Meeting Number (Access Code): 126 174 8380

Meeting Password: bERHKPED634

After joining the meeting, in order to ensure all persons can participate and observe the meeting, please select the "Call in" option and use a telephone to access the audio for the meeting by using the call-in information and attendee identification number provided.

As courtesy to the other participants, please mute your phone when you are not speaking.

PLEASE NOTE: Participants joining the meeting will be placed into the Webex lobby when the Committee enters closed session. Participants who remain in the "lobby" will automatically be returned to the open session of the Committee once the closed session has concluded.

Participants who join the meeting while the Committee is in closed session will receive a notice that the meeting has been locked. They will be able to join the meeting once the closed session has concluded.

CALL TO ORDER 3:00 p.m.

ATTENDANCE

Committee Chair: Peer Swan

Member: Douglas Reinhart

ALSO PRESENT

Paul Cook

Rob Jacobson

Kellie Welch

Ray Bennett

Natalie Palacio

Paul Weghorst

Fiona Sanchez

Christine Compton

Jo Ann Corey

Marina Lindsay

PUBLIC COMMENT NOTICE

If you wish to address the Committee on any item, please submit a request to speak via the “chat” feature available when joining the meeting virtually. Remarks are limited to three minutes per speaker on each subject. You may also submit a public comment in advance of the meeting by emailing comments@irwd.com before 12:00 p.m. on Wednesday, December 9, 2020.

ALL VOTES SHALL BE TAKEN BY A ROLL CALL VOTE.

COMMUNICATIONS

1. Notes: Weghorst
2. Public Comments
3. Determine the need to discuss and/or take action on item(s) introduced that came to the attention of the District subsequent to the agenda being posted.
4. Determine which items may be approved without discussion.

INFORMATION

- | | |
|--|--|
| 5. <u>WATER BANKING PROJECT FACILITIES, CAPACITIES, OPERATIONS AND PROGRAMS – PALACIO / WELCH / SANCHEZ / WEGHORST</u> | |
|--|--|

Recommendation: Receive and file.

ACTION

- | | |
|--|--|
| 6. <u>AGREEMENTS FOR PARTICIPATION IN PLANNING OF SITES RESERVOIR AND THE DELTA CONVEYANCE PROJECTS – WELCH / SANCHEZ / WEGHORST</u> | |
|--|--|

Recommendation: That the Board authorize the General Manager to execute the Second Amendment to 2019 Reservoir Project Agreement by and Among the Sites Project Authority and the Project Agreement Members, authorize the General Manager to execute an agreement with Rosedale-Rio Bravo Water Storage District to Participate in the Planning and Environmental Review of the Delta Conveyance Project, approve the addition of Project 11746 to the Fiscal Year 2020-21 Capital Budget in the amount of \$275,000 for Sites Reservoir Planning, and approve the addition of Project 11747 to the Fiscal Year 2020-21 Capital Budget in the amount of \$263,000 for Delta Conveyance Project Planning.

OTHER BUSINESS

7. Directors' Comments
8. Adjourn

Availability of agenda materials: Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the above-named Committee in connection with a matter subject to discussion or consideration at an open meeting of the Committee are available for public inspection in the District's office, 15600 Sand Canyon Avenue, Irvine, California ("District Office"). If such writings are distributed to members of the Committee less than 72 hours prior to the meeting, they will be available from the District Secretary of the District Office at the same time as they are distributed to Committee Members, except that if such writings are distributed one hour prior to, or during, the meeting, they will be available electronically via the Webex meeting noted. Upon request, the District will provide for written agenda materials in appropriate alternative formats, and reasonable disability-related modification or accommodation to enable individuals with disabilities to participate in and provide comments at public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, or alternative format requested at least two days before the meeting. Requests should be emailed to comments@irwd.com. Requests made by mail must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

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December 9, 2020

Prepared by: N. Palacio / K. Welch

Submitted by: F. Sanchez / P. Weghorst

Approved by: Paul A. Cook



SUPPLY RELIABILITY PROGRAMS COMMITTEE

WATER BANKING PROJECT FACILITIES, CAPACITIES, OPERATIONS AND PROGRAMS

SUMMARY:

Staff has prepared information related to IRWD's water banking facilities, capacities, operations and exchange programs. The information is regularly updated to reflect changes in the status of IRWD's projects, programs and operations. At the Committee meeting, staff will review this information and provide an update on efforts to secure additional water for recharge at IRWD's water banking projects.

BACKGROUND:

To facilitate the discussion with the Committee, staff has prepared reference materials in tabular, map and schematic formats to describe IRWD's water banking facilities, capacities, operations, storage and exchange programs. The reference materials are updated regularly to reflect changes in the status of the projects, programs and operations. The following is an overview of the reference materials.

Capacity and Operations Tables:

A table presenting storage, recharge and recovery capacities of existing and planned IRWD water banking projects, including capacities available to IRWD in the Kern Water Bank, is provided as Exhibit "A". Exhibits "B" and "C" provide an update on water banking recovery and recharge operations, as well as the balance of the water stored in the Kern Water Bank. Exhibit "B" provides before-loss estimates of water recharged at the water banking projects, and Exhibit "C" provides after-loss estimates of water recharged at the projects. Both Exhibits "B" and "C" include a column that provides totals for each water type and storage location. There are no changes to Exhibit "B" and Exhibit "C" this month.

Exhibit "D" graphically depicts how storage of State Water Project and non-SWP water has changed in the Strand and Stockdale Integrated Banking Projects through time. The table provided as Exhibit "E" shows how capacities in the water banking projects have been dedicated to IRWD's existing and proposed exchange programs.

Project Maps:

To support the tables provided as Exhibits "A", "B", "C" and "E", as well as the figure provided as Exhibit "D", staff has prepared maps that depict project wells and pipelines, recharge basins and Cross Valley Canal turnout locations, along with the most current recharge rates. These maps are provided as Exhibits "F", "G" and "H", respectively. The facilities shown on the maps

are associated with the Strand Ranch, Stockdale West, Stockdale East and Drought Relief Projects.

Program Agreement Diagrams:

Schematic diagrams have been prepared that depict IRWD water banking and exchange programs with Rosedale-Rio Bravo Water Storage District, Buena Vista Water Storage District, Dudley Ridge Water District and Metropolitan Water District. These diagrams are provided as Exhibits “I”, “J”, “K”, “L”, “M” and “N”, as described in the List of Exhibits.

Other Recharge Opportunities:

IRWD has been pursuing additional opportunities to secure water for recharge. At the Committee meeting, staff will provide an update on efforts to secure water from Antelope Valley-East Kern Water Agency and other sources.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

RECOMMENDATION:

Receive and file.

LIST OF EXHIBITS:

Exhibit “A” – Recharge, Storage and Recovery Capacities of Current and Anticipated Water Banking Projects

Exhibit “B” – Water Banking Storage, Recharge and Recovery Operations before Losses

Exhibit “C” – Water Banking Storage, Recharge and Recovery Operations after Losses

Exhibit “D” – Historic Water Storage in Strand and Stockdale Projects

Exhibit “E” – Dedicated Capacities of Current Water Banking Projects

Exhibit “F” – Map of Water Banking Project Wells and Pipelines

Exhibit “G” – Map of Water Banking Recharge Basins and Cross Valley Canal Turnout Facilities

Exhibit “H” – Map of Water Banking Recharge Rates

Exhibit “I” – Diagram of IRWD-Rosedale Water Banking and Exchange Program Agreements

Exhibit “J” – Diagram of Long-Term Water Exchange Program with BVWSD and Diagram of One-Year Program to Augment Recharge Using Stockdale West Recharge Facilities with BVWSD

Exhibit “K” – Diagram of Unbalanced Exchange Program Diagram with DRWD

Exhibit “L” – Diagram of Coordinated Operating, Water Storage, Exchange and Delivery
Agreement with Metropolitan Water District

Exhibit “M” – Diagram of Template Wheeling Agreement with Metropolitan Water District

Exhibit “N” – Diagram of Dudley Ridge Water District One-For-One Exchange

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Exhibit "A"

TABLE 1
Current and Anticipated Water Banking Project
Recharge, Storage and Recovery Capacities
December 9, 2020

WATER BANKING PROJECT	OWNERSHIP AND WELL INFO			ALLOCATED CAPACITY (AF)					1 ST PRIORITY RECOVERY CONDITIONS (CFS)		2 ND PRIORITY RECOVERY CONDITIONS (CFS)	
	IRWD OWNED	WELLS EXISTING	WELLS PROPOSED OR UNDER CONST.	TOTAL STORAGE CAPACITY	ANNUAL RECHARGE 1 ST PRIORITY	ANNUAL RECHARGE 2 ND PRIORITY	ANNUAL RECOVERY 1 ST PRIORITY	ANNUAL RECOVERY 2 ND PRIORITY	RECOVERY CAPACITY AS PLANNED ¹	ESTIMATED RECOVERY CAPACITY (APR. 2019 CONDITIONS) ²	RECOVERY CAPACITY AS PLANNED	RECOVERY CAPACITY CURRENT CONDITIONS
Strand Ranch	Yes	7	-	50,000	17,500	-	17,500	-	40.0	40.0	-	-
Stockdale West	Yes	3	-	26,000	27,100	-	11,250	-	15.0	15.0	-	-
Stockdale East	No	-	2	-	-	19,000	-	7,500	-	-	10.0	-
IRWD Acquired Storage Account ³	No	-	-	50,000	-	-	-	-	-	-	-	-
Drought Relief Project Wells ³	No	3	-	-	-	-	-	-	15.0	15.0	-	-
Kern Water Bank Storage Account ⁵	No	-	-	9,495	3,200	-	6,330	-	-	-	-	-
TOTALS		13	2	126,000	44,600	19,000	28,750	7,500	70.0	70.0	10.0	0.0
Partner Capacities ⁴				38,000	22,300	9,500	10,850	0	35.5	25.0	-	-
IRWD Capacities				88,000	22,300	9,500	17,900	7,500	34.5	25.0	-	-
IRWD's recovery <i>during</i> 6 month partner recovery period (AF)									12,420	9,000	-	-
IRWD's recovery <i>after</i> 6 month partner recovery period (AF)									5,480	6,733	-	-
TOTALS (AF)									17,900	15,733	-	-
Number of months needed to recover IRWD's total AF after partners' recovery (Assumes IRWD has use of total recovery capacity after partners' recovery)									8.6	10.2	-	-
Strand Ranch monthly recharge amount assuming 0.3 ft/day average recharge rate (AF)											4,518	
Stockdale West monthly recharge amount assuming 0.3 ft/day average recharge rate (AF)											2,331	

¹Based on designed Strand recovery capacity assuming 370' bgs. Assumes 5 cfs for each of the Stockdale West and Drought Relief wells in order to meet IRWD's Water Banking, Transfers, and Wheeling policy position. Assumes partners' water is recovered over 6 months.

²SUP-1, SWEX-2, and SREX-6 are currently down.

³IRWD has use of Acquired Storage and Drought Relief Project wells until January 12, 2039, unless the term of the agreement is extended.

⁴One half of storage capacity at Stockdale West and Strand Ranch will be allocated for partners.

⁵Kern Water Bank capacities based on 6.58% of Dudley Ridge Water District's 9.62% share of the Kern Water Bank. Annual recharge amount is based on an average of recharge rates for high and low groundwater level conditions. Not included in storage capacity, recharge, and recovery totals to match IRWD's Water Banking Policy Position Paper.

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Exhibit "B"

TABLE 2
IRWD's Water Banking Storage, Recharge and Recovery Operations - BEFORE LOSSES
December 9, 2020

TRANSACTIONS	WATER BANKING ENTITY					TOTAL BY WATER TYPE AND STORAGE LOCATION
	IRWD		BUENA VISTA (BVWSD)	CENTRAL COAST (CCWA)	DUDLEY RIDGE WATER DISTRICT (DRWD) ³	
	SWP ¹	NON-SWP ²	NON-SWP	SWP	SWP	
BEGINNING WATER IN STORAGE 2019 (AF)						
Total Kern Water Bank	-	4,656	-	-	-	4,656
Total MWD System ⁴	8,349	-	-	-	879	9,228
Total Kern County	3,567	17,704	5,202	289	2,698	29,460
TOTAL STORED WATER (1/1/2019)	11,916	22,360	5,202	289	3,577	43,344
(RECOVERY) AND RECHARGE IN 2019 (AF)						
MWD Water to Jackson Ranch ⁵	-	-	-	-	(440)	(440)
Kern Water Bank Deliveries ⁶		97				97
2019 SWP Allocation (75%) ³	656	-	-	-	656	1,311
Kern River Water	-	5,975	5,975	-	-	11,949
SWP Table A (CCWA 2019 Exch.)	347			347	-	694
TOTAL 2019 TRANSACTIONS	1,003	6,072	5,975	347	216	13,611
Total Kern Water Bank	-	4,753	-	-	-	4,753
Total MWD System	8,349	-	-	-	439	8,788
Total Kern County	4,570	23,679	11,177	636	3,354	43,414
TOTAL STORED WATER (1/1/2020)	12,919	28,432	11,177	636	3,793	56,955
(RECOVERY) AND RECHARGE IN 2020 (AF)						
MWD Water to Jackson Ranch (estimated)	-	-	-	-	(440)	(440)
Kern Water Bank Deliveries	-	-	-	-	-	-
2020 SWP Allocation (20 %) ³	175	-	-	-	175	350
Kern River Water	-	-	(7,500)	-	-	(7,500)
TOTAL ESTIMATED 2020 TRANSACTIONS	175	-	(7,500)	-	(265)	(7,590)
ESTIMATED WATER IN STORAGE 2020 (AF)						
Total Kern Water Bank	-	4,753	-	-	-	4,753
Total MWD System	8,349	-	-	-	439	8,788
Total Kern County	4,745	23,679	3,677	636	3,089	35,824
TOTAL ESTIMATED STORED WATER TO DATE	13,094	28,432	3,677	636	3,528	49,365

NOTES:

-MWD = Metropolitan Water District of Southern California.

¹ IRWD's SWP includes 437 AF from CVWD that stays in Kern County.

² IRWD's Non-SWP total includes 3,158 AF of Kern County Water Agency Article 21 Water.

³ DRWD water supply will be returned by MWD or IRWD's Strand Ranch to IRWD's Jackson Ranch. IRWD's 2013-2016 SWP allocation amounts are stored in the MWD system. IRWD's 2017 through 2019 SWP allocation water is stored in Kern County. It is assumed that IRWD's 2020 SWP allocation will be stored in Kern County.

⁴ Beginning balance of water stored in MWD system includes: 4,494 AF from 2014 Exchange, 3,206 AF of 2014 borrowed SWP, 649 AF of IRWD's 2013-2016 SWP allocations through DRWD.

⁵ Water returned to DRWD by MWD for use on IRWD's Jackson Ranch.

⁶ A portion of IRWD's 2019 SWP deliveries from DRWD include 97 AF of Article 21 water, which was delivered to the Kern Water Bank.

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Exhibit "C"

TABLE 3
IRWD's Water Banking Storage, Recharge and Recovery Operations - AFTER LOSSES
December 9, 2020

TRANSACTIONS	WATER BANKING ENTITY					TOTAL BY WATER TYPE AND STORAGE LOCATION
	IRWD		BUENA VISTA (BVWSD)	CENTRAL COAST (CCWA)	DUDLEY RIDGE WATER DISTRICT (DRWD) ³	
	SWP ¹	NON-SWP ²	NON-SWP	SWP	SWP	
BEGINNING WATER IN STORAGE 2019 (AF)						
Total Kern Water Bank	-	4,233	-	-	-	4,233
Total MWD System ⁴	7,393	-	-	-	879	8,272
Total Kern County	3,046	15,564	4,532	246	2,395	25,783
TOTAL STORED WATER (1/1/2019)	10,439	19,797	4,532	246	3,274	38,288
(RECOVERY) AND RECHARGE IN 2019 (AF)						
MWD Water to Jackson Ranch ⁵	-	-	-	-	(440)	(440)
Kern Water Bank Deliveries ⁷	-	87	-	-	-	87
2019 SWP Allocation (75%) ³	557	-	-	-	557	1,114
Kern River Water	-	5,078	5,377	-	-	10,455
SWP Table A (CCWA 2019 Exch.)	298	-	-	298	-	595
TOTAL 2019 TRANSACTIONS	855	5,166	5,377	298	117	11,812
Total Kern Water Bank	-	4,320	-	-	-	4,320
Total MWD System	7,393	-	-	-	439	7,832
Total Kern County	3,901	20,642	9,909	543	2,952	37,947
TOTAL STORED WATER (1/1/2020)	11,294	24,963	9,909	543	3,391	50,100
(RECOVERY) AND RECHARGE IN 2020 (AF)						
MWD Water to Jackson Ranch (estimated)	-	-	-	-	(440)	(440)
Kern Water Bank Deliveries	-	-	-	-	-	-
2020 SWP Allocation (20%) ³	150	-	-	-	150	300
Kern River Water	-	-	(7,500)	-	-	(7,500)
TOTAL ESTIMATED 2020 TRANSACTIONS ⁶	150	-	(7,500)	-	(290)	(7,640)
ESTIMATED WATER IN STORAGE 2020 (AF)						
Total Kern Water Bank	-	4,320	-	-	-	4,320
Total MWD System	7,393	-	-	-	439	7,832
Total Kern County	4,051	20,642	2,409	543	2,662	30,307
TOTAL ESTIMATED STORED WATER TO DATE	11,444	24,963	2,409	543	3,101	42,460

NOTES:

-Water in storage has been adjusted to account for losses. IRWD's water stored in Kern County is adjusted 15% for losses (5% for out of county loss, 6% surface loss, and 4% reserve loss); Water stored for DRWD and BVWSD in Kern County is adjusted 10% (6% for surface loss and 4% for reserve loss); KWB losses are 10%; no losses for water directly delivered to MWD system.

-MWD = Metropolitan Water District of Southern California.

¹ IRWD's SWP includes 389 AF from CVWD that stays in Kern County.

² IRWD's Non-SWP total includes 2,842 AF of Kern County Water Agency Article 21 Water.

³ DRWD water supply will be returned by MWD or IRWD's Strand Ranch to IRWD's Jackson Ranch. IRWD's 2013-2016 SWP allocation amounts are stored in the MWD system. IRWD's 2017 through 2019 SWP allocation water is stored in Kern County. It is assumed that IRWD's 2020 SWP allocation will be stored in Kern County.

⁴ Beginning balance of water stored in MWD system includes (net of CVC losses): 3,920 AF of 2014 Exchange, 2,824 AF of 2014 borrowed SWP, 649 AF of IRWD's 2013-2016 SWP allocations through DRWD.

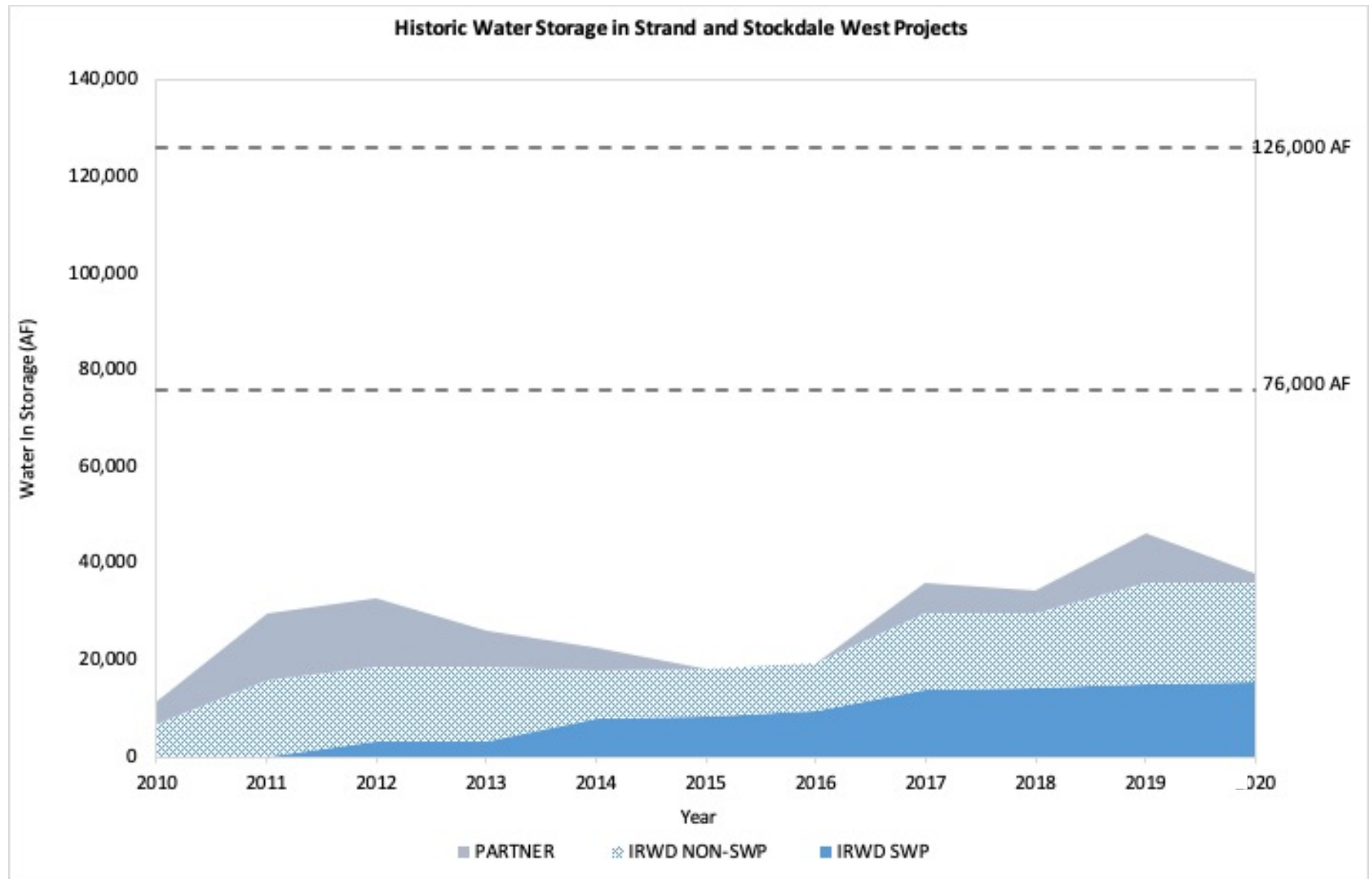
⁵ Water returned to DRWD by MWD for use on IRWD's Jackson Ranch.

⁶ 2020 transactions may be adjusted for conveyance losses in CVC.

⁷ A portion of IRWD's 2019 SWP deliveries from DRWD include 97 AF of Article 21 water, which was delivered to the Kern Water Bank.

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Exhibit “D”



*After losses

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Exhibit "E"

TABLE 1
IRWD Dedicated Water Banking Capacities for
Existing and Proposed Exchange Programs
December 9, 2020

Program	Dedicated Storage Capacity Strand Ranch (AF)	Dedicated Storage Capacity Stockdale West (AF)	Dedicated Storage Capacity Leased Storage Account (AF)	Kern Water Bank Storage Capacity (AF)
Total Capacity	50,000	26,000	50,000	9,495
BVWSD	40,000	-	-	-
DRWD	10,000	-	-	-
AVEK	-	20,000	-	-
CVWD	-	5,000	-	-
Total Dedicated	50,000	25,000	-	-
Total Remaining	-	1,000	50,000	9,495

RECHARGE CAPACITY

Program	Dedicated Recharge Capacity Strand Ranch (AF)	Dedicated Recharge Capacity Stockdale West (AF)	Dedicated Recharge Capacity Leased Storage Account (AF)	Kern Water Bank Recharge Capacity (AF)
Total Capacity	17,500	27,100	-	3,200
BVWSD	17,500	-	-	-
DRWD	-	-	-	-
AVEK	-	20,000	-	-
CVWD	-	5,000	-	-
Total Dedicated	17,500	25,000	-	-
Total Remaining	-	2,100	-	3,200

RECOVERY CAPACITY

Program Partner	Dedicated Recovery Capacity Strand Ranch (AF)	Dedicated Recovery Capacity Stockdale West (AF)	Dedicated Recovery Capacity Leased Storage Account (AF)	Kern Water Bank Recovery Capacity (AF)
Total Capacity	17,500	11,250	-	6,330
BVWSD	6,667	-	-	-
DRWD	-	-	-	-
AVEK	-	3,333	-	-
CVWD	-	833	-	-
IRWD	10,833	7,084	-	6,330
Total Dedicated	17,500	11,250	-	6,330
Total Remaining	-	-	-	-

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Exhibit "F"



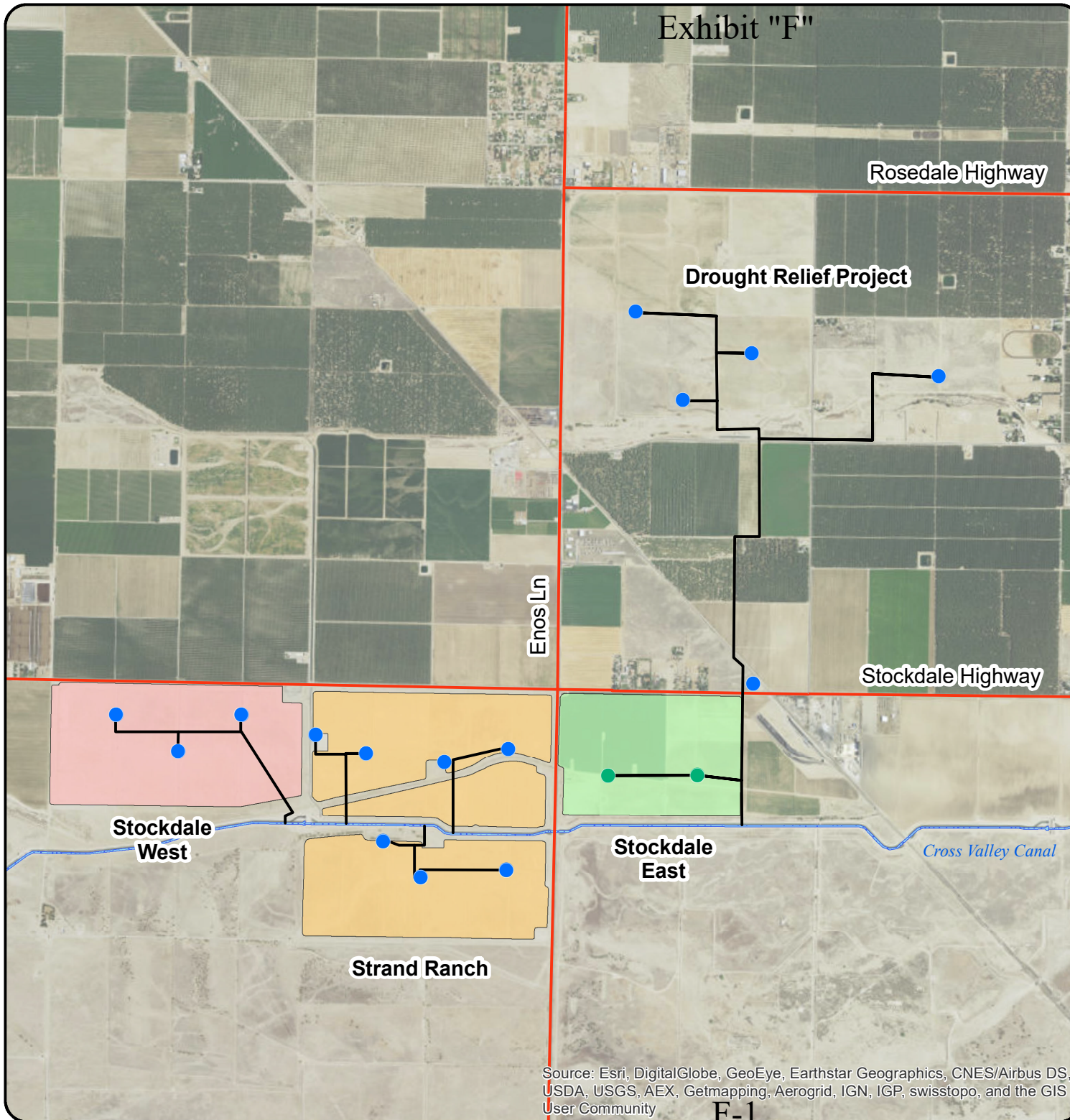
Irvine Ranch
WATER DISTRICT

Location Map: IRWD Water Banking Projects Wells and Turnin Pipelines

MAP FEATURES

- Extraction Well
- Extraction Well
- Well Discharge Pipelines
- Stockdale East
- Stockdale West
- Strand Ranch

This figure shows the location of IRWD's water banking project sites and extraction wells.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



0 0.25 0.5 1 Miles

NAD 83 State Plane Zone 5 (feet)
Central Meridian: -118

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Exhibit "G"

Rosedale Highway



Irvine Ranch
WATER DISTRICT

Location Map: IRWD Water Banking Projects Recharge Basins & Turnout Facilities

MAP FEATURES

- ▲ Turnouts
- Stockdale West
- Strand Ranch

This figure shows the location of
recharge basins, pipelines and
turnout facilities.

Existing Siphon
50 CFS Capacity
From Strand

Stockdale West
Turnout
100 CFS Capacity

Existing North & South
Strand Ranch
Turnout Facilities
100 CFS Capacity Each

Cross Valley Canal

Enos Ln

Stockdale Highway

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS,
USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS
User Community

G-1



0 0.25 0.5 1
Miles

NAD 83 State Plane Zone 5 (feet)
Central Meridian: -118

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Irvine Ranch
WATER DISTRICT

Location Map: IRWD Water Banking Projects Recharge Rates

MAP FEATURES

- ▲ Turnouts
- Stockdale West
- Strand Ranch

Stockdale West
0.11 feet/day
15 CFS

Strand Ranch North
0.29 feet/day
40 CFS

Stockdale Highway

Cross Valley Canal

Strand Ranch South
0.13 feet/day
15 CFS

This figure shows the location of recharge basins and their associated recharge rates as of June 18, 2019.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



0 0.25 0.5 1
Miles

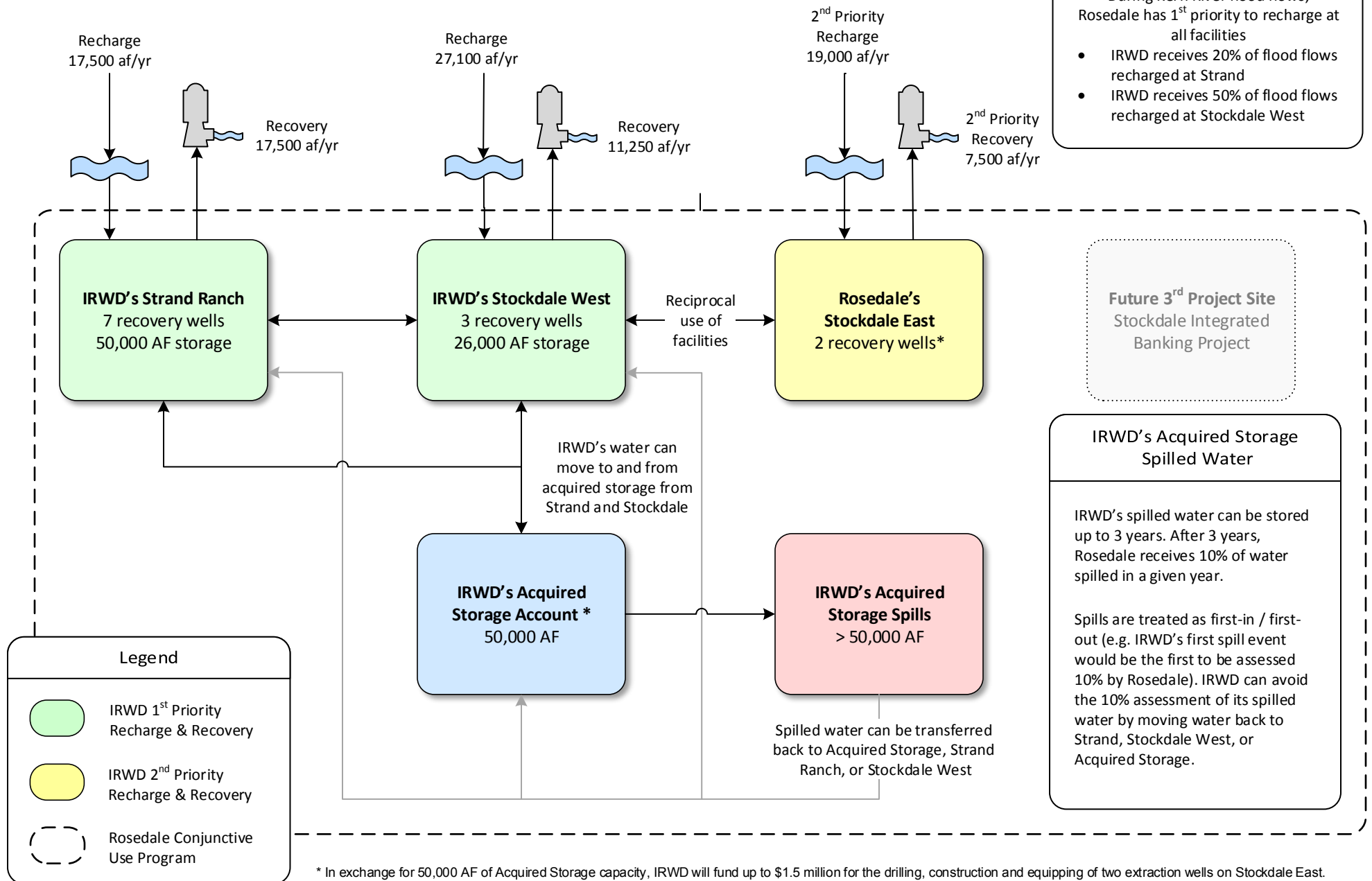
NAD 83 State Plane Zone 5 (feet)
Central Meridian: -118

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Exhibit "I"

IRWD-Rosedale Water Banking and Exchange Program Agreements

Effective 1/12/2009 through 1/12/2039 (Strand Ranch)
2/4/2016 through 1/12/2039 (Stockdale West)

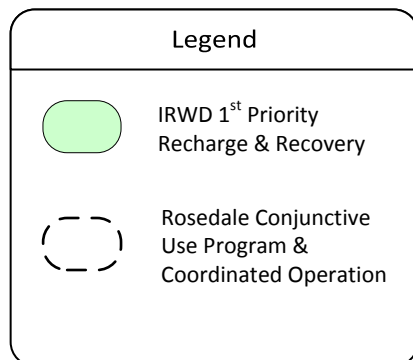
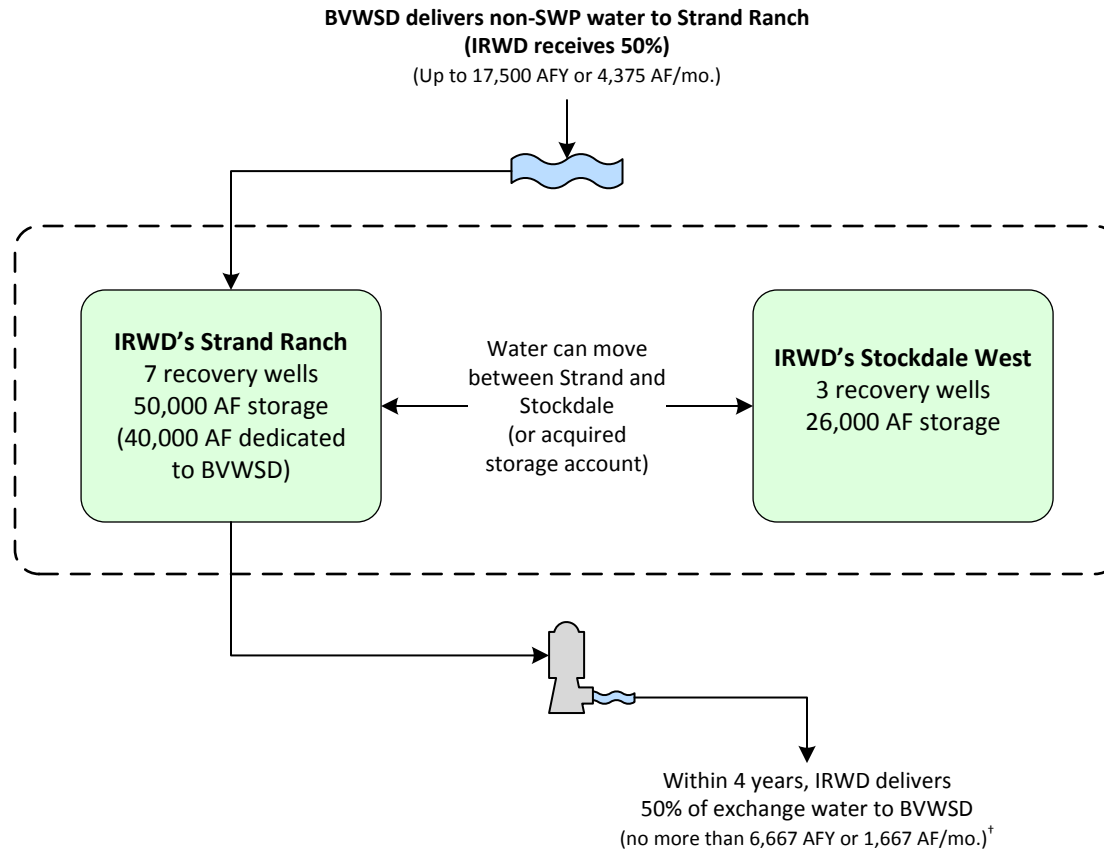


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Exhibit "J"

Buena Vista Water Storage District Long Term Water Exchange Program

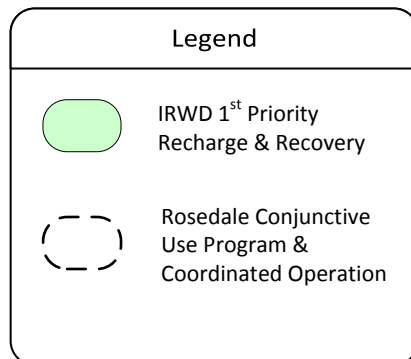
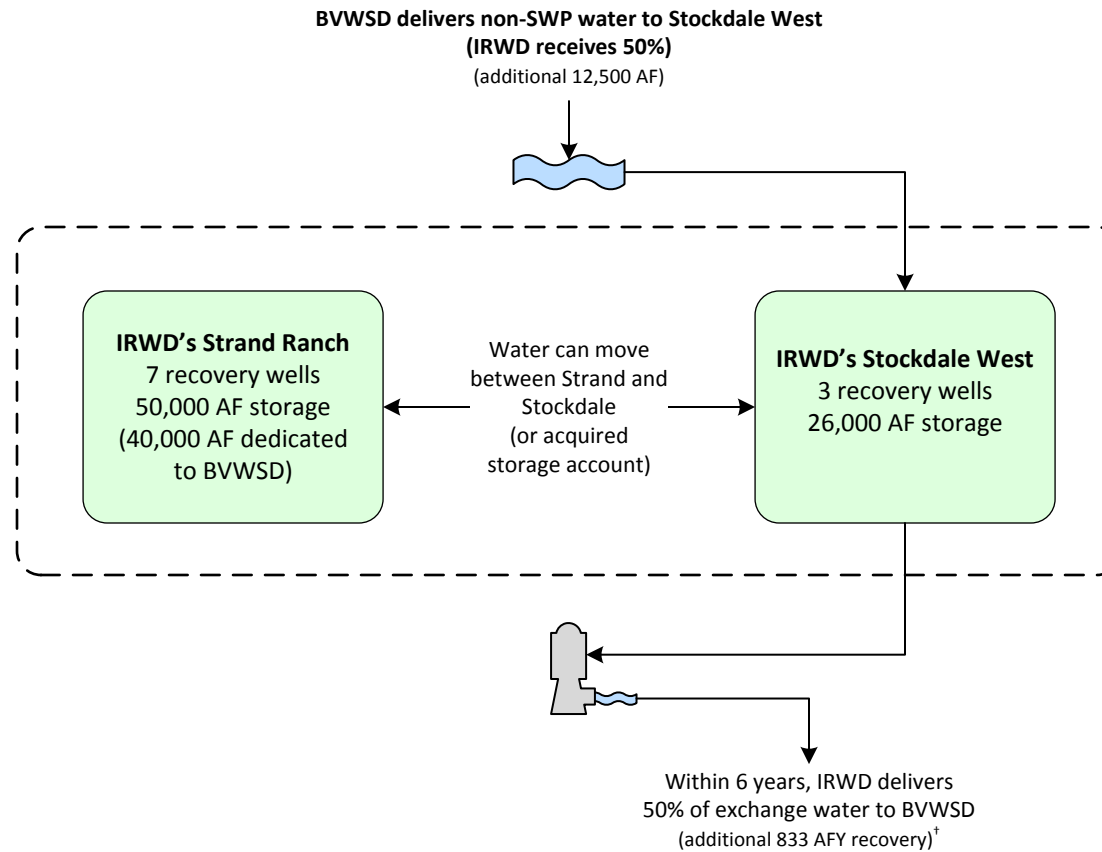
Effective 1/1/2011 through 1/12/2039



[†]IRWD shall remit one-half of the exchanged supply less one-half of reasonable losses back to BV no later than December 31st of the 4th year following the associated recharge event. IRWD pays for recovery of water returned to BV. Water to be remitted back to BV may remain in storage at Strand Ranch beyond the 4th year, in exchange for a greater percent being transferred to IRWD as compensation per the table shown to the right:

Year Following Recharge Event	Percent Transferred to IRWD	Percent Returned to BV During or Before Indicated Year
1	50%	50%
2	50%	50%
3	50%	50%
4	50%	50%
5	60%	40%
6	70%	30%
7	80%	20%
8	90%	10%
9	100%	0%

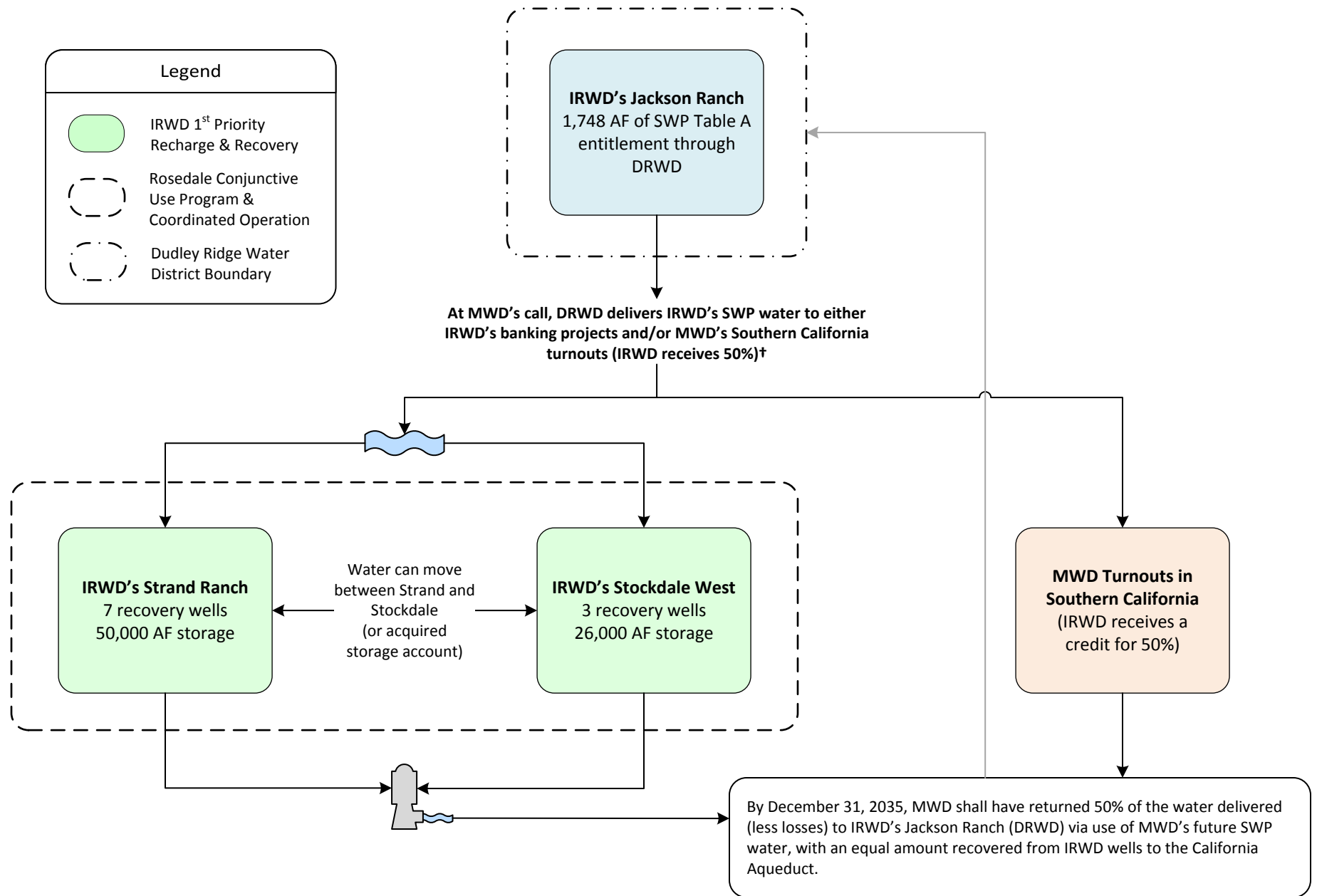
Buena Vista Water Storage District One-Year Program to Augment Recharge Using Stockdale West Recharge Facilities Effective 4/1/2017 through 3/30/2018



[†]IRWD shall remit one-half of the exchanged supply less one-half of reasonable losses back to BV no later than December 31st of the 6th year following the associated recharge event. IRWD pays for recovery of water returned to BV. Water to be remitted back to BV may remain in storage at Strand Ranch beyond the 6th year, in exchange for a greater percent being transferred to IRWD as compensation per the table shown to the right:

Year Following Recharge Event	Percent Transferred to IRWD	Percent Returned to BV During or Before Indicated Year
1	50%	50%
2	50%	50%
3	50%	50%
4	50%	50%
5	50%	50%
6	50%	50%
7	75%	25%
8	100%	0%
9	100%	0%

Exhibit "K"
Dudley Ridge Water District (DRWD) Unbalanced Exchange Program
Up to 12,240 AF delivered from 6/7/2018 through 12/31/2027



†Consistent with IRWD-MWD coordinated operating agreement.

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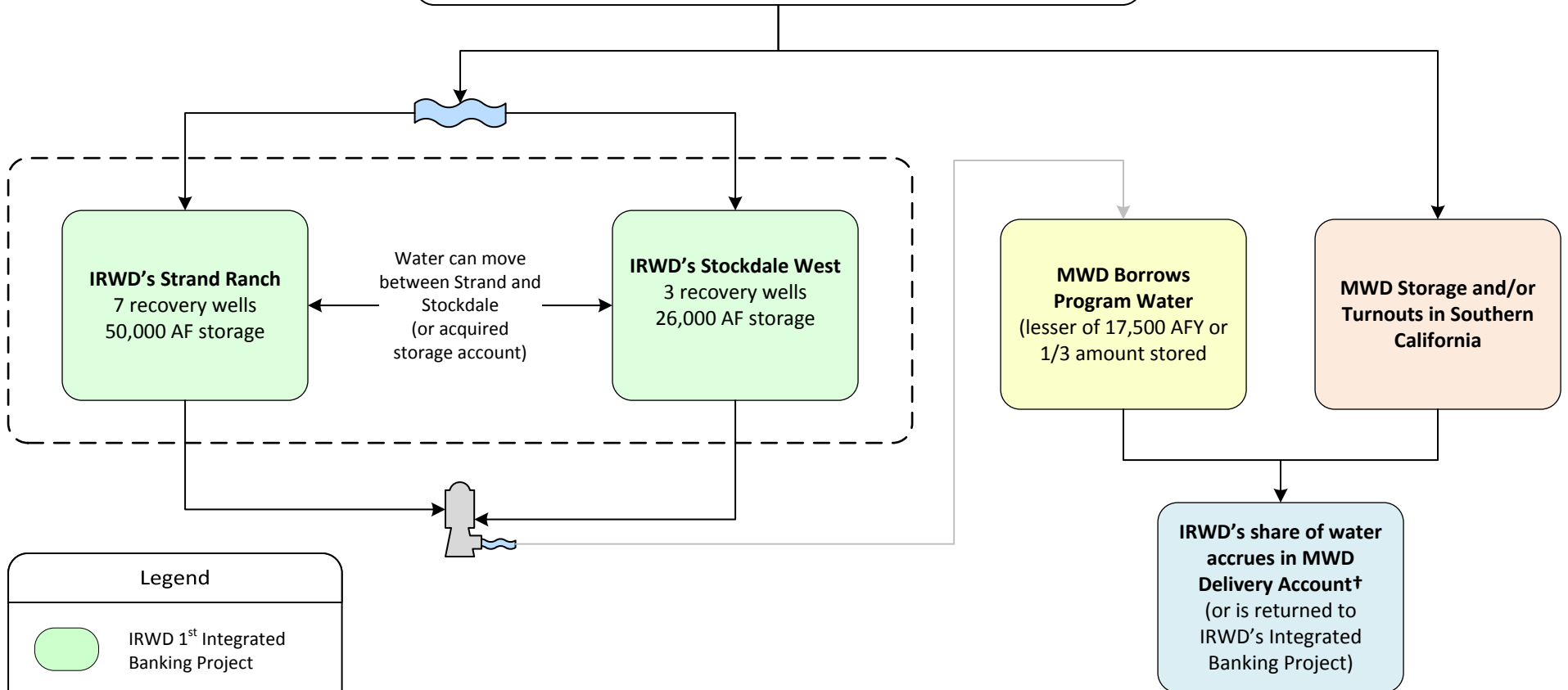
Exhibit "L"

Coordinated Operating, Water Storage, Exchange and Delivery Agreement Between MWD, MWDOC and IRWD Effective 5/1/2011 through 11/4/2035

With MWD's consent, IRWD secures SWP water (Program Water) through exchanges with IRWD Banking Partners for use as extraordinary supply under MWD Water Supply Allocation Plan

MWD has three options for the use and storage of Program Water:

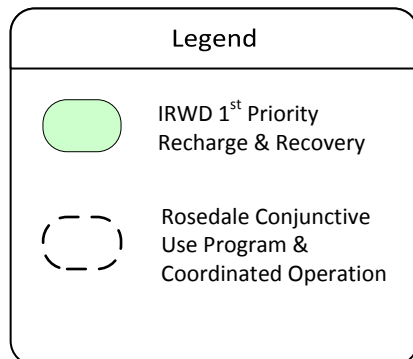
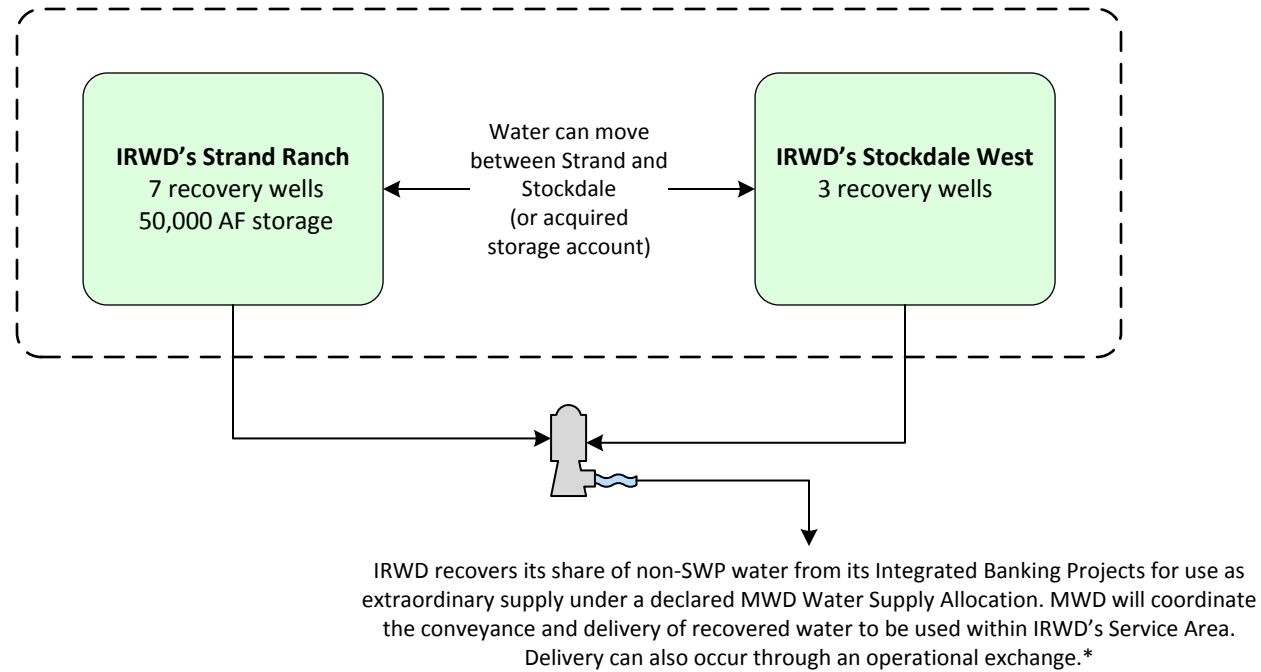
- Storage of water in IRWD's Integrated Banking Project
- Delivery to Southern California for immediate use and/or storage in MWD system
- Borrow a portion of Program water, with accrual in MWD Delivery Account



- Under an MWD Allocation, when IRWD calls for water, IRWD must first recover Program Water from the Integrated Banking Project before receiving water from the MWD Delivery Account.
- MWDOC shall pass through extraordinary supply credits for IRWD's benefit.
- † IRWD's banking partner share of Program Water to be returned by MWD.

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Exhibit "M"
Agreement for Conveyance of Water Between MWD, MWDOC, and IRWD (Wheeling Agreement)
Template for future agreements



*The recovered water must be used within IRWD's service area. IRWD to pay MWD wheeling charges, including system access rate, water stewardship rate, and treatment surcharge (if applicable), for each acre foot of recovered water wheeled by MWD. IRWD will pay the actual costs of power incurred by MWD to convey recovered water in the California Aqueduct to IRWD delivery points.

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Exhibit "N"

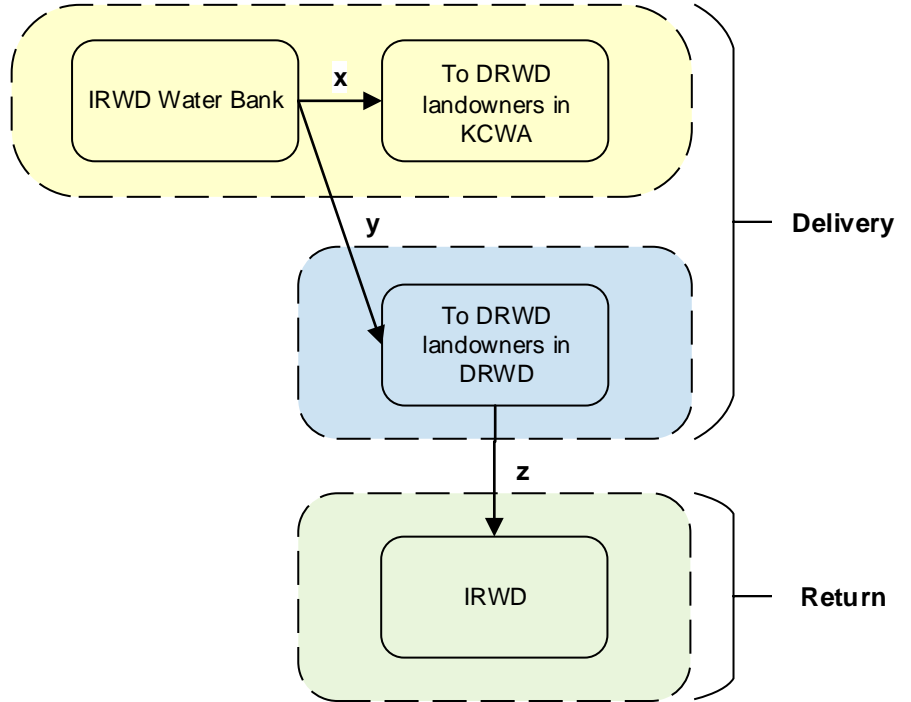
Dudley Ridge Water District Long Term 1-for-1 Water Exchange Program Effective 5/31/2017 through 11/4/2035

Scenario A

(Per Sections 2, 3, 4.1.1, and 4.1.3)

x= Non-Project Water required to stay in Kern County
y= Non-Project Water allowed to leave Kern County
z= DRWD Table A Water equal to x+y less applicable losses, if any

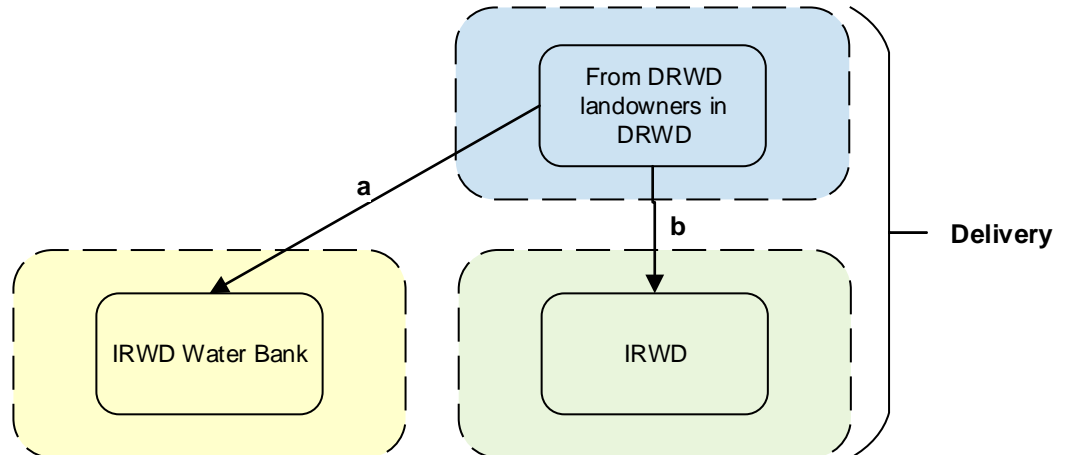
Per Section 4.1.3, z can be delivered to IRWD via in-ground transfer to IRWD, SWP delivery to IRWD banking facilities, or SWP delivery to MWDSC



Scenario B

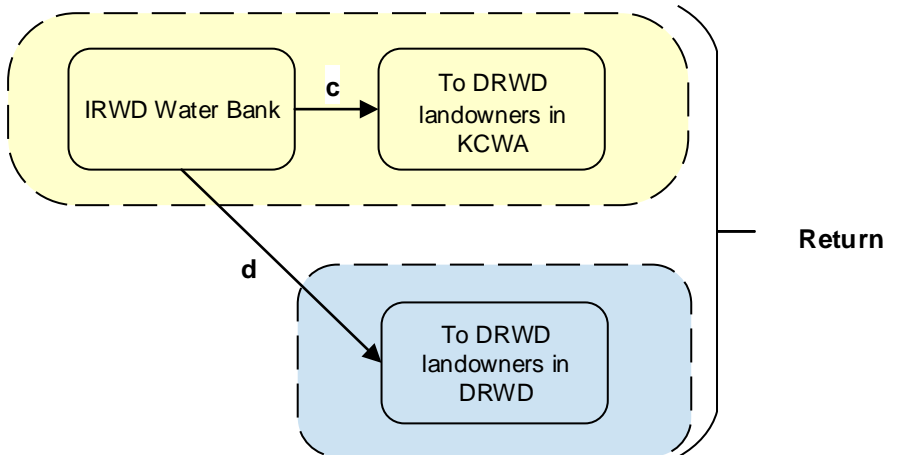
(Per Sections 2, 3, and 4.1.2)

$a + b = c + d$
(less applicable losses, if any)




Legend

- KCWA Service Area
- DRWD Service Area
- IRWD Service Area



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December 9, 2020
Prepared by: K. Welch
Submitted by: F. Sanchez / P. Weghorst
Approved by: Paul A. Cook 

SUPPLY RELIABILITY PROGRAMS COMMITTEE

AGREEMENTS FOR PARTICIPATION IN PLANNING OF SITES RESERVOIR AND DELTA CONVEYANCE PROJECTS

SUMMARY:

On November 23, 2020, the Board adopted an updated Policy Position on Water Banking, Transfers and Wheeling that calls for increased consideration of smaller schedulable sources of water banking supplies as costs and competition for water supplies rise in the state of California. In October, staff submitted non-binding letters of interest to participate in the Sites Reservoir and Delta Conveyance Projects. These letters were submitted with the concurrence of the Supply Reliability Programs Committee. Participation in these large projects as small capacity owners could provide a smaller schedulable supply to IRWD's existing Water Bank and the Kern Fan Groundwater Storage Project (Kern Fan Project), as described in IRWD's policy position paper. To facilitate the ability of the planning and environmental review of the projects as well as to conduct due diligence investigations without committing to participation in the construction and operation of the projects, staff recommends the Board:

- Authorize the General Manager to execute the Second Amendment to the 2019 Reservoir Project Agreement By and Among the Sites Project Authority and the Project Agreement Members;
- Authorize the General Manager to execute an agreement with Rosedale-Rio Bravo Water Storage District to Participate in the Planning and Environmental Review of the Delta Conveyance Project;
- Approve the addition of Project 11746 to the Fiscal Year 2020-21 Capital Budget in the amount of \$275,000 for Sites Reservoir Planning; and
- Approve the addition of Project 11747 to the Fiscal Year 2020-21 Capital Budget in the amount of \$263,000 for Delta Conveyance Project Planning.

BACKGROUND:

Increased costs and competition for water supplies in the state of California will require IRWD to adopt different strategies to continue securing water for its Water Banking Projects while minimizing its cost of water. In response to these pressures, the Board adopted an updated Policy Position on Water Banking, Transfers and Wheeling that calls for increased consideration of smaller, schedulable sources of supply for IRWD's Water Bank and the Kern Fan Project. This updated policy position was adopted on November 23, 2020.

In anticipation of the adoption of the updated policy position, staff submitted non-binding letters of interest to participate in the Sites Reservoir Project (Sites Project) and Delta Conveyance Project (DCP). These letters were submitted in September 2020 with the concurrence of the Supply Reliability Programs Committee. Participation in these large projects as small capacity

owners could provide a small and schedulable supply to IRWD's existing Water Bank and the Kern Fan Project.

Sites Reservoir Project:

The proposed Sites Project will provide 1.5 million acre-feet (AF) of off-stream storage in the Sacramento Valley that would capture and store stormwater flows from the Sacramento River after all other water rights and regulatory requirements are met. The stored water would be used in dry and critically dry years by California communities, farms and businesses as well as for environmental purposes.

Sites Project participants located south of the San Joaquin-Sacramento Delta would need to rely on available Delta pumping capacity to take delivery of Sites Project water. Currently, deliveries through the Delta are subject to pumping restrictions and 20% to 30% carriage losses. The proposed DCP would add new diversions in the north Delta to support a more resilient and flexible State Water Project (SWP) conveyance system, thereby allowing water to be moved with fewer restrictions and lower carriage losses which would result in the ability to move water more frequently and in greater amounts. As such, the DCP can potentially provide greater yields from the Sites Project for agencies south of the Delta.

Participation in Planning and Environmental Review:

IRWD's non-binding letter to participate in the Sites Project described IRWD's intent to participate in the planning and environmental review of the Sites Reservoir Project corresponding to 1,000 AF of release capacity in the project. This capacity would allow IRWD to establish a regulated water supply of 1,000 AF per year on average for its Water Banks and the Kern Fan Project. The planning and environmental review work would continue until December 31, 2021 and IRWD's pro-rata share of the cost of this work would be \$208,500.

The Sites Authority agreement that would facilitate IRWD's participation in the planning and environmental work, which is titled the "Second Amendment to 2019 Reservoir Project Agreement by and Among Sites Project Authority and The Project Agreement Members Listed Herein", is provided as Exhibit "A". This agreement has been reviewed by IRWD's special legal counsel, who has verified that IRWD is not required to be a signatory to the original agreement that this agreement amends in order to be a participating member. At the meeting, IRWD's special legal counsel will provide the Committee with an overview of the agreement.

Staff recommends the Board authorize the General Manager to execute the Second Amendment to 2019 Reservoir Project Agreement and approve the addition of Project 11746 to the Fiscal Year 2020-21 Capital Budget in the amount of \$275,000 for IRWD's share of the Sites Project planning and environmental costs, \$21,500 for staff time, \$30,000 for consultant time and \$15,000 for contingencies to conduct due diligence work. Due diligence investigations will include hydrologic yield and financial modeling.

Opportunity for Increased Sites Project Yield:

The DCP can potentially facilitate delivery of greater yields from the Sites Project for agencies south of the Delta. By integrating the yield from the Sites Project with IRWD's Water Bank and Kern Fan Project, staff anticipates that IRWD could increase its share of the yield from Sites Reservoir. As part of its due diligence activities, staff plans to model various delivery scenarios from the Sites Project based on varying levels of DCP participation.

Delta Conveyance Project:

Participation in the proposed DCP would allow IRWD to secure Sites Project supplies from north of the Delta and convey the water to IRWD's Water Banks and the Kern Fan Project through a new tunnel conveyance with fewer restrictions and reduced carriage losses. IRWD could also receive water supply benefits from the SWP, including incremental Table A and Article 21 water. In September, staff, with the concurrence of the Supply Reliability Programs Committee, submitted non-binding letters of interest to receive an assignment of benefits from the DCP by paying a respective share of the DCP planning environmental costs to Dudley Ridge Water District and Rosedale-Rio Bravo Water Storage District.

Participation Through Dudley Ridge:

Dudley Ridge's pro-rata share of the DCP planning and environmental costs will be paid by all Dudley Ridge landowners through an assessment of a \$50 per AF charge on Table A deliveries over the next three years. IRWD's pro-rata share of the costs associated with the District's 1,749 AF of base Table A allotment in Dudley Ridge will be \$166,000. If Dudley Ridge agrees to continue in the DCP project beyond the planning and environmental phase, then IRWD will receive capacity in the DCP tunnel in the amount of 2.6 cubic feet per second (cfs). Staff expects that IRWD would receive incremental increases in Table A and Article 21 deliveries and have access to unused tunnel capacity when available. Should other landowners in Dudley Ridge choose not to continue to participate in the future DCP, staff anticipates that IRWD would have the opportunity to receive an assignment of a portion of other landowners' DCP benefits by paying their respective share of DCP costs.

Participation Through Rosedale:

Should Dudley Ridge decide to withdraw from the DCP following the planning and environmental work, then IRWD would not have access to capacity in the DCP conveyance facilities to move water from the Sites Project. IRWD would experience significant carriage losses and pumping restrictions when moving water through the Delta to the IRWD Water Banks and the Kern Fan Project, making participation in the Sites Project risky. The purpose of sending the letter of interest to Rosedale was to provide the ability to reduce this risk whereby IRWD would have the option to participate in the DCP by paying a share of the DCP planning and environmental costs associated with 2,000 AF of base Table A through Rosedale and the Kern County Water Agency (KCWA). Through an agreement, Rosedale would assign to IRWD a DCP conveyance capacity in the amount of 3.0 cfs.

KCWA Policy Regarding Assignments of DCP Participation:

By entering into an agreement with Rosedale, IRWD could assume DCP costs and benefits from a portion of the KCWA member units that choose not to participate in the DCP. On November 6, 2020, the KCWA Board adopted a policy regarding administration of DCP capacity and yield within Kern County, which allows for the assignment of a portion of allocated share of DCP capacity and yield to outside entities after member units have exercised a 90-day first right of refusal. The Policy Regarding Administration of Delta Conveyance Facility Yield Within Kern County is provided as Exhibit “B”.

Benefits of Assignment Through Rosedale:

With an assignment of DCP costs and benefits through Rosedale, IRWD would be entitled to an incremental increase in Table A water and would have the ability to use 3.0 cfs of dedicated DCP tunnel capacity and unused capacity when available. The SWP Contract and KCWA policies include restrictions that would prohibit IRWD from benefiting from the Article 21 water corresponding to IRWD’s participation in the DCP through Rosedale. Accordingly, this benefit would accrue to Rosedale.

Cost of IRWD Participation:

IRWD’s pro-rata share of the costs of the DCP planning and environmental review associated with the assignment of benefits associated with 2,000 AF of base Table A is estimated to be \$198,000, to be paid over four years. IRWD’s special legal counsel has prepared a draft agreement between IRWD and Rosedale providing for IRWD to pay these costs. The agreement also provides the basis for the assignment of future DCP benefits. A copy of the agreement with revisions proposed by Rosedale is provided as Exhibit “C”. At the Committee meeting, IRWD’s special legal counsel will provide an overview of the agreement and Rosedale’s comments. In the future, IRWD and Rosedale would enter into a separate agreement to formally assign the DCP benefits to IRWD should KCWA agree to continue with its participation in the DCP beyond the planning and environmental phase.

Staff recommends the Board authorize the General Manager to execute the agreement with Rosedale and that the Board approve the addition of Project 11747 to the Fiscal Year 2020-21 Capital Budget in the amount of \$263,000 for IRWD’s share of the DCP planning and environmental costs to be paid through Rosedale, including \$20,000 in staff time, \$30,000 in consultant time, and \$15,000 in contingencies to conduct due diligence investigations. Due diligence investigations will include hydrologic and financial modeling.

FISCAL IMPACTS:

The planning and environmental review of the Sites Reservoir Project and the DCP are not included in the FY 2020-21 Capital Budget. The estimated cost of the Sites Reservoir Project Planning is \$275,000 and the estimated cost of the DCP Planning is \$263,000. Staff requests the addition of two projects with associated funding as shown in the following table.

Project No.	Current Budget	Addition <Reduction>	Total Budget
11746	\$0	\$275,000	\$275,000
11747	\$0	\$263,000	\$263,000

ENVIRONMENTAL COMPLIANCE:

This item is not a project as defined in the California Environmental Quality Act (CEQA), Code of Regulations, Title 14, Chapter 3, Section 15378.

RECOMMENDATION:

That the Board authorize the General Manager to execute the Second Amendment to 2019 Reservoir Project Agreement by and Among the Sites Project Authority and the Project Agreement Members, authorize the General Manager to execute an agreement with Rosedale-Rio Bravo Water Storage District to Participate in the Planning and Environmental Review of the Delta Conveyance Project, approve the addition of Project 11746 to the Fiscal Year 2020-21 Capital Budget in the amount of \$275,000 for Sites Reservoir Planning, and approve the addition of Project 11747 to the Fiscal Year 2020-21 Capital Budget in the amount of \$263,000 for Delta Conveyance Project Planning.

LIST OF EXHIBITS:

- Exhibit “A” – Second Amendment to 2019 Reservoir Project Agreement By and Among the Sites Project Authority and the Project Agreement Members
- Exhibit “B” – Kern County Water Agency Policy Regarding Administration of Delta Conveyance Facility Yield Within Kern County
- Exhibit “C” – DRAFT Agreement Between Rosedale-Rio Bravo Water Storage District and Irvine Ranch Water District to Participate in the Planning and Environmental Review of the Delta Conveyance Project (with Rosedale’s comments highlighted)

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Exhibit "A"

*Stradling Yocca Carlson & Rauth
Draft dated May 15, 2020*

SECOND AMENDMENT TO 2019 RESERVOIR PROJECT AGREEMENT

BY AND AMONG
SITES PROJECT AUTHORITY

and

THE PROJECT AGREEMENT MEMBERS LISTED HEREIN

Dated as of July 1, 2020

THIS SECOND AMENDMENT TO 2019 RESERVOIR PROJECT AGREEMENT (this “Second Amendment”), dated as of July 1, 2020, by and among SITES PROJECT AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California (the “Authority”), and the project agreement members listed in the Agreement referenced below (the “Project Agreement Members”) and amends that certain 2019 Reservoir Project Agreement dated as of April 1, 2019 (the “Original Agreement”), as previously amended by the First Amendment to 2019 Reservoir Project Agreement dated as of January 1, 2020 (the “First Amendment” and, together with the Original Agreement, the “Agreement”), each by and among the Authority and the Project Agreement Members;

WITNESSETH:

WHEREAS, Authority and the Project Agreement Members have determined to approve an Amendment 2 Work Plan and to extend the term of the Agreement to December 31, 2021; and

WHEREAS, under Section 11 of the Agreement, the Agreement may be amended by a writing executed by the Authority and at least 75% of the total weighted vote of the then current Committee members as provided in Subsection 3(g); and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and the entering into of this Second Amendment do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Second Amendment;

NOW, THEREFORE, THIS SECOND AMENDMENT WITNESSETH, the Authority and the Project Agreement Members agree, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

ARTICLE II

AMENDMENTS TO AGREEMENT

Section 2.01. **Project Agreement Members.**

(a) Effective September 1, 2020, the Project Agreement Members attached as Exhibit A to the Agreement shall be succeeded in their entirety by the Project Agreement Members attached hereto as Exhibit A.

Section 2.02. **Work Plan.**

(a) Effective September 1, 2020, the 2019 Work Plan attached as Exhibit B to the Agreement shall be supplemented by the Work Plan attached hereto as Exhibit B (the “Amendment 2 Work Plan”).

Section 2.03. **Funding.**

The Agreement is hereby amended to remove Section 4(a) in its entirety and replace it with the following:

“(a) **Budget.** The Committee shall, in cooperation with the Authority’s Board, provide and approve both a Fiscal Year operating budget and reestablish a Phase 2 budget target, annually or more frequently as needed. The Project Agreement Members shall contribute their respective pro-rata share of the budgeted sums reflected in the 2019 Work Plan (prior to November 1, 2020) and the Amendment 2 Work Plan (on and after November 1, 2020) in accordance with Section 5 of this Project Agreement; provided, however, that in no event shall the amount paid by a Project Agreement Member exceed \$160 per acre-foot (with \$60 of such amount being attributable to the 2019 Work Plan and \$100 of such amount being attributable to the Amendment 2 Work Plan) without the approval of such Project Agreement Member. The contribution with respect to the pro-rata budgeted sums reflected in the Amendment 2 Work Plan shall be payable by each Project Agreement Member in two installments. The first installment shall be in an amount equal to \$60 per acre-foot and shall be payable by no later than November 1, 2020. The second installment shall be in an amount up to \$40 per acre-foot and shall be payable by no later than April 1, 2021. The exact amount per acre-foot of the second installment shall be established by the Committee, in cooperation with the Authority’s Board, and notice of such amount shall be provided by the Authority to each Project Agreement Member.”

Section 2.04. **Future Development of the Sites Reservoir Project.**

The Agreement is hereby amended to remove Section 6(b) in its entirety and replace it with the following:

“(b) Without limiting the foregoing, any Project Agreement Member that elects to continue participating in the development, financing, and construction of the Sites Reservoir Project to the time when the Authority offers contracts for a water supply or other services, will be afforded a first right, equal to that Project Agreement Member’s Participation Percentage, to contract for a share of any water supply that is developed, and for storage capacity that may be available from, the Sites Reservoir Project. In any successor phase agreements, Project Agreement Members who are parties to this Project Agreement that submitted a proposal to participate before February 28, 2019, shall be granted rights to contract for a share, in an amount equal to that Project Agreement Member’s Participation Percentage as of the effective date of such successor phase agreement, of any water supply that is developed, and for storage capacity that may be available from the Sites Reservoir Project prior to the rights of those becoming parties to this Project Agreement after that date.

If a participating Project Agreement Member as of February 28, 2019 identifies a lesser amount in the Second Amendment than its Original Agreement requested amount, that participating Project Agreement Member’s first rights of refusal in the future are to be based on the Second Amendment amounts and not the February 28, 2019 amounts.

Provided, however, that if a Project Agreement Member withdraws from the Project Agreement pursuant to Section 9 of this Agreement but later requests to be reinstated, then to the extent there is unsubscribed participation in the Project as determined by the Committee, the

Committee may vote to readmit said withdrawn Member with a reinstated first right of refusal provided said withdrawing Member provides funding to the Project commensurate with the funding requirements met by all current Project Agreement Members in the current phase of the Project as well as any prior phase, as adjusted for any credits, payments and/or reimbursements made under the Authority's credit reimbursement policy (the "Credit Reimbursement Policy").

Further provided, that if a Project Agreement Member desires to increase its participation after execution of the Second Amendment, then to the extent there is unsubscribed participation in the Project as determined by the Committee, the Committee may vote to approve said increase, or portion thereof, with a first right of refusal attendant thereto, provided said increasing Project Agreement Member provides funding to the Project commensurate with the funding requirements met by all current Project Agreement Members in the current phase of the Project as well as any prior phase, as adjusted for any credits, payments and/or reimbursements made under the Credit Reimbursement Policy.

The Authority and the Project Agreement Members will cooperate on the drafting of provisions in the water supply contract that will allow a Project Agreement Member or other eligible entity that commits to purchase a Sites Reservoir Project water supply to transfer water that the entity may not need from time to time on terms and conditions acceptable to the Project Agreement Member."

Section 2.05. **Term.** The Agreement is hereby amended to remove Section 8(b) in its entirety and replace it with the following:

"(b) The term of this Project Agreement shall continue until December 31, 2021. In the event that this Second Amendment is not approved by Project Agreement Members with the requisite percentage of the total weighted vote as set forth in the Agreement by June 30, 2020, the Agreement shall be revived immediately upon approval by such requisite percentage, without any additional approval of the Project Agreement Members, and this Second Amendment shall become effective."

Section 2.06. **Executive Director.** All references to the "General Manager" in the Agreement shall be changed to "Executive Director."

ARTICLE III

PROJECT AGREEMENT MEMBER PARTICIPATION

Section 3.01. **Project Agreement Participation.** Each Project Agreement Member shall specify its participation in the Sites Reservoir Project by indicating its elected water participation amount in the Sites Reservoir Project and the associated cost in the space provided therefor on the signature page to this Second Amendment. Based upon the respective participation elections of the Project Agreement Members, the Authority shall update Exhibit A pursuant to Section 5 of the Agreement.

ARTICLE IV

MISCELLANEOUS

Section 4.01. **Effectiveness of Agreement.** Except as expressly amended by this Second Amendment, the Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof. The amendments set forth in this Second Amendment shall be incorporated as part of the Agreement upon their effectiveness in accordance with Section 11 of the Agreement.

Section 4.02. **Execution in Several Counterparts.** This Second Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Project Agreement Members shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 4.03. **Authorization, Ratification and Confirmation of Certain Actions.** The Authority and the Project Agreement Members each hereby authorize, ratify and confirm the extension of the term of the Agreement, as previously extended pursuant to the First Amendment, to June 30, 2020, and the expenditure of funds collected under the Agreement with respect to the 2019 Work Plan on and prior to June 30, 2020.

Section 4.04. **Laws Governing Second Amendment.** The effect and meaning of this Second Amendment and the rights of all parties hereunder shall be governed by, and construed according to, the laws of the State.

IN WITNESS WHEREOF, the Authority and Project Agreement Members hereto, pursuant to resolutions duly and regularly adopted by their respective governing bodies, have caused their names to be affixed by their proper and respective officers on the date shown below:

Dated: _____

SITES PROJECT AUTHORITY

By: _____

Name:

Title:

[PROJECT AGREEMENT MEMBER]

Dated: _____

(Authority & Project Agreement Member)

By: _____

Name:

Title:

PARTICIPATION AMOUNT

[PROJECT AGREEMENT MEMBER] hereby elects to participate in the Sites Reservoir Project in the amount and at the cost identified below.

**Participation
(Second Amendment
Annualized Acre-Foot):**

**Second Amendment Cost:
Not to Exceed \$100 per
Acre-Foot**

EXHIBIT A
PROJECT AGREEMENT MEMBERS

Participant	Participation (Second Amendment Annualized Acre-Foot)	
	Preliminary	Percent
American Canyon, City of		
Antelope Valley-East Kern Water Agency		
Carter Mutual Water Company #		
Coachella Valley Water District		
Colusa County		
Colusa County Water District		
Cortina Water District		
Davis Water District		
Desert Water Agency		
Dunnigan Water District		
Glenn-Colusa Irrigation District		
Irvine Ranch Water District		
LaGrande Water District		
Metropolitan Water District of S. CA		
Pacific Resources Mutual Water Company #		
Reclamation District 108		
Rosedale-Rio Bravo Water Storage District		
San Bernardino Valley Municipal Water District		
San Geronio Pass Water Agency		
Santa Clara Valley Water District		
Santa Clarita Valley Water Agency		
Westside Water District		
Wheeler Ridge-Maricopa Water Storage District		
Zone 7 Water Agency		

Total:

Participation Percentages exclude State of California and United States Bureau of Reclamation share of the Project.

Denotes a non-public agency. Refer to California Corporations Code Section 14300 et. seq. with additional requirements provided in both the Public Utilities Code and Water Code.

EXHIBIT B
AMENDMENT 2 WORK PLAN

Exhibit B
Reservoir Committee
2020 and 2021 Work Plan

Reservoir Committee Annual Budget for FY 2020 and FY 2021 (\$000)

	Subject Area	2020	2021	Total
Revenue	Beginning Balance	\$6,847	\$0	\$6,847
	Participation Revenue	\$11,520	\$7,680	\$19,200
	Federal Revenue	\$0	\$4,000	\$4,000
	State Revenue	\$5,134	\$5,502	\$10,636
Revenue Total		\$23,501	\$17,182	\$40,683
Expenses	Permitting	(\$2,558)	(\$5,011)	(\$7,569)
	Early Mitigation	(\$243)	(\$2,257)	(\$2,500)
	Environmental Planning	(\$3,511)	(\$2,376)	(\$5,887)
	Operations Modeling	(\$3,486)	(\$536)	(\$4,022)
	Engineering	(\$4,360)	(\$2,180)	(\$6,540)
	Geotechnical	(\$1,142)	(\$2,003)	(\$3,145)
	Real Estate	(\$145)	(\$272)	(\$417)
	Communications	(\$489)	(\$579)	(\$1,068)
	Project Controls	(\$1,333)	(\$1,528)	(\$2,861)
	Funding	(\$777)	(\$590)	(\$1,367)
	Growth	(\$819)	(\$910)	(\$1,729)
	Management	(\$461)	(\$1,219)	(\$1,681)
	Support	(\$248)	(\$388)	(\$636)
Expenses Total		(\$19,573)	(\$19,848)	(\$39,422)
Grand Total		\$3,928	(\$2,666)	\$1,261

Annual expense budgets are based on the projected spend rate for the Amendment 1B and Amendment 2 work plans combined (Pg 2 and 3).

Page 1 of 3

Amendment 1B Budget by Month (\$000s)

Reservoir Committee Work Plan Summary

Subject Area	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20	Jul 20	Aug 20	Total
Revenue									
Beginning Balance*	\$6,847								\$6,847
Participation Revenue									\$0
Federal Revenue									\$0
State Revenue	\$3,300								\$3,300
Revenue Sum	\$10,147								\$10,147
Expenses									
Environmental Planning	(\$269)	(\$245)	(\$269)	(\$269)	(\$245)	(\$257)	\$0	\$0	(\$1,555)
Operations Modeling	(\$519)	(\$472)	(\$355)	(\$220)	(\$116)	(\$85)	(\$55)	(\$53)	(\$1,876)
Engineering	\$0	(\$151)	(\$237)	(\$239)	(\$247)	(\$272)	(\$248)	(\$205)	(\$1,600)
Geotechnical	\$0	\$0	(\$27)	(\$118)	(\$107)	(\$118)	(\$118)	(\$113)	(\$601)
Real Estate	(\$7)	(\$6)	(\$7)	(\$7)	(\$6)	(\$7)	(\$7)	(\$7)	(\$55)
Communications	(\$38)	(\$35)	(\$38)	(\$38)	(\$35)	(\$38)	(\$38)	(\$36)	(\$297)
Project Controls	(\$255)	(\$77)	(\$85)	(\$85)	(\$77)	(\$85)	(\$85)	(\$81)	(\$828)
Funding	(\$74)	(\$109)	(\$120)	(\$121)	(\$104)	(\$61)	(\$37)	(\$35)	(\$661)
Growth	(\$93)	(\$84)	(\$93)	(\$93)	(\$84)	(\$93)	(\$93)	(\$88)	(\$719)
Management	\$0	\$0	\$0	(\$1)	(\$23)	(\$25)	(\$9)	\$0	(\$58)
Support	(\$15)	(\$14)	(\$15)	(\$15)	(\$14)	(\$15)	(\$15)	(\$15)	(\$120)
Expenses Sum	(\$1,271)	(\$1,194)	(\$1,247)	(\$1,206)	(\$1,059)	(\$1,056)	(\$705)	(\$633)	(\$8,370)

*Adjusted from value published in work plan based on 2019 close-out

Amendment 2 Budget by Month (\$000s)

Reservoir Committee Work Plan Summary

Subject Area	Sep 20	Oct 20	Nov 20	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21	Jul 21	Aug 21	Oct 21	Sep 21	Nov 21	Dec 21	Total
Revenue																	
Participation Revenue			\$11,520					\$7,680									\$19,200
Federal Revenue							\$2,000				\$2,000						\$4,000
State Revenue			\$1,834			\$1,834						\$1,834			\$1,834		\$7,336
Revenue Total			\$13,354			\$1,834	\$2,000	\$7,680			\$2,000	\$1,834			\$1,834		\$30,536
Expenses																	
Permitting	(\$253)	(\$577)	(\$1,023)	(\$705)	(\$525)	(\$525)	(\$584)	(\$471)	(\$419)	(\$448)	(\$295)	(\$309)	(\$295)	(\$295)	(\$613)	(\$232)	(\$7,569)
Early Mitigation	\$0	\$0	(\$113)	(\$131)	(\$119)	(\$119)	(\$136)	(\$131)	(\$119)	(\$235)	(\$231)	(\$242)	(\$231)	(\$231)	(\$220)	(\$242)	(\$2,500)
Environmental Planning	(\$488)	(\$512)	(\$442)	(\$513)	(\$474)	(\$474)	(\$218)	(\$71)	(\$65)	(\$71)	(\$61)	(\$62)	(\$216)	(\$42)	(\$343)	(\$279)	(\$4,332)
Operations Modeling	(\$621)	(\$680)	(\$232)	(\$78)	(\$71)	(\$71)	(\$81)	(\$72)	(\$43)	(\$48)	(\$46)	(\$48)	(\$11)	(\$46)	\$0	\$0	(\$2,146)
Engineering	(\$1,134)	(\$768)	(\$398)	(\$461)	(\$108)	(\$185)	(\$355)	(\$292)	(\$221)	(\$190)	(\$161)	(\$186)	(\$155)	(\$155)	(\$147)	(\$25)	(\$4,941)
Geotechnical	(\$52)	(\$54)	(\$61)	(\$374)	(\$346)	(\$461)	(\$513)	(\$134)	(\$124)	(\$172)	(\$42)	(\$44)	(\$42)	(\$42)	(\$40)	(\$42)	(\$2,544)
Real Estate	(\$23)	(\$24)	(\$20)	(\$24)	(\$21)	(\$21)	(\$25)	(\$24)	(\$21)	(\$24)	(\$23)	(\$24)	(\$23)	(\$23)	(\$21)	(\$24)	(\$362)
Communications	(\$48)	(\$50)	(\$43)	(\$50)	(\$46)	(\$46)	(\$52)	(\$50)	(\$46)	(\$50)	(\$48)	(\$50)	(\$48)	(\$48)	(\$46)	(\$50)	(\$771)
Project Controls	(\$126)	(\$132)	(\$114)	(\$132)	(\$120)	(\$120)	(\$138)	(\$132)	(\$120)	(\$132)	(\$126)	(\$132)	(\$126)	(\$126)	(\$120)	(\$132)	(\$2,033)
Funding	(\$29)	(\$30)	(\$26)	(\$30)	(\$64)	(\$66)	(\$76)	(\$73)	(\$66)	(\$71)	(\$29)	(\$30)	(\$29)	(\$29)	(\$28)	(\$30)	(\$706)
Growth	(\$25)	(\$26)	(\$23)	(\$26)	\$0	\$0	(\$38)	(\$36)	(\$33)	(\$36)	(\$35)	(\$154)	(\$146)	(\$146)	(\$139)	(\$148)	(\$1,010)
Management	(\$101)	(\$106)	(\$91)	(\$106)	(\$96)	(\$96)	(\$110)	(\$106)	(\$96)	(\$106)	(\$101)	(\$106)	(\$101)	(\$101)	(\$96)	(\$106)	(\$1,623)
Support	(\$32)	(\$34)	(\$29)	(\$34)	(\$31)	(\$31)	(\$35)	(\$34)	(\$31)	(\$34)	(\$32)	(\$34)	(\$32)	(\$32)	(\$31)	(\$34)	(\$516)
Expenses Total	(\$2,931)	(\$2,994)	(\$2,616)	(\$2,663)	(\$2,020)	(\$2,214)	(\$2,362)	(\$1,624)	(\$1,404)	(\$1,616)	(\$1,230)	(\$1,422)	(\$1,454)	(\$1,314)	(\$1,844)	(\$1,345)	(\$31,052)

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Exhibit "B"

Policy Regarding Administration of Delta Conveyance Facility Yield Within Kern County

November 6, 2020

1. Goals and Objectives

- a. Encourage Member Unit participation in Delta Conveyance Facility yield.
- b. Mitigate risk and expense associated with commitment to incremental Delta Conveyance Facility yield through market opportunities.
- c. Maximize Delta Conveyance Facility yield for Kern County.
- d. Simplify administration and billing to the greatest extent practicable.
- e. Recognition/Resolution of Zone of Benefit issue.

2. Delta Conveyance Facility Yield Allocation

The Kern County Water Agency (Agency) shall allocate Delta Conveyance Facility yield in proportion to the Member Units' Table "1" amounts. A Member Unit may participate in the Delta Conveyance Facility up to its maximum share as allocated based upon the current Table "1." As determined by the Agency, Delta Conveyance Facility yield amounts may be adjusted to reflect assignments or transfers of Delta Conveyance Facility yield.

3. Determination of Yield

The California Department of Water Resources will operate the Delta Conveyance Facility as an integrated part of the State Water Project (SWP) and will determine the incremental amount of water to be allocated to participating State Water Project Contractors attributable to a Delta conveyance project ("Delta Conveyance Facility yield").

4. Annual Transfers of Delta Conveyance Facility Yield

A Member Unit may transfer all or a portion of its allocated share of Delta Conveyance Facility yield for one year subject to the following:

- a. Transfers may be negotiated between Member Units and the terms and conditions of the transfer, including price, shall be as agreed upon by the transferor and transferee.
- b. Additional considerations may be required to address Zones of Benefit issues related to the transfer as determined by the Agency.

5. Multi-Year Transfers of Delta Conveyance Facility Yield

A Member Unit may assign or transfer all or a portion of its allocated share of Delta Conveyance Facility yield, subject to the following:

- a. Multi-year assignments or transfers are for any period greater than one year.

- b. The transferring Member Unit must adopt a finding that the water proposed for assignment or transfer is surplus to its needs for the period of the proposed assignment or transfer. This requirement may be modified or waived under certain conditions as determined by the Agency.
- c. Assignments or transfers may be negotiated between Member Units and the terms and conditions of the assignment or transfer, including price, shall be as agreed upon by the transferor and transferee.
- d. If a Member Unit proposes an assignment or transfer to any entity within the SWP service area of the Agency other than a Member Unit, Member Units shall have 90 days to exercise a first right of refusal to acquire the Delta Conveyance Facility yield under the same terms and conditions as the proposed assignment or transfer. In cases of oversubscription, Delta Conveyance Facility yield shall be prorated among Member Units in proportion to their Table "1" amounts.
- e. If a Member Unit proposes an assignment or transfer to another SWP Contractor, Member Units and other entities within the SWP service area of the Agency shall have 90 days to exercise a first right of refusal to acquire the Delta Conveyance Facility yield under the same terms and conditions as the proposed assignment or transfer. If both Member Units and other entities within the SWP service area of the Agency elect to exercise a first right of refusal, and the elected amounts exceed 100 percent of the amount of Delta Conveyance Facility yield proposed to be transferred, the Member Units shall have priority. In cases of oversubscription where only Member Units elect to exercise a first right of refusal, Delta Conveyance Facility yield shall be prorated among Member Units in proportion to their Table "1" amounts. In other cases of oversubscription, Delta Conveyance Facility yield shall be prorated based on amounts elected.
- f. Additional considerations may be required to address Zones of Benefit issues related to the assignment or transfer as determined by the Agency.

EXHIBIT "C"

DRAFT
AGREEMENT BETWEEN ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT
AND
IRVINE RANCH WATER DISTRICT
TO PARTICIPATE IN THE PLANNING AND ENVIRONMENTAL REVIEW OF A
POTENTIAL DELTA CONVEYANCE PROJECT

This agreement for preliminary planning, environmental review and design costs related to a potential Delta conveyance project (“Agreement”) is made by and between the ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT (“Rosedale”) and IRVINE RANCH WATER DISTRICT (“IRWD”), each referred to as a “Party” and collectively as “Parties.”

WHEREAS, the Kern County Water Agency (“Agency”) and the State of California, Department of Water Resources (“Department”) have entered into and subsequently amended a long-term water supply contract providing that DWR shall supply certain quantities of water to the Agency, providing that the Agency shall make certain payments to the Department, and setting forth the terms and conditions of such supply and payments (“Master Contract”); and

WHEREAS, Rosedale is a Member Unit of the Agency, and Rosedale has entered into and subsequently amended a water supply contract, (the “Rosedale Contract”) wherein the Agency agreed to deliver a portion of the annual water supply it receives from the Department under the Master Contract, and in return Rosedale agreed to annually pay the Agency a percentage of the Agency’s obligation to pay the Department for that water; and

WHEREAS, the Bay Delta Conservation Plan (“BDCP”) process was initiated in 2005-2006 and the Delta Habitat Conservation and Conveyance Program (“DHCCP”) was initiated in 2008; and

WHEREAS, the BDCP and DHCCP resulted in development of a project known as the California WaterFix (“WaterFix”); and

WHEREAS, on July 21, 2017, the Department approved the California WaterFix project and in or about May 2019 set aside its approval of that project; and

WHEREAS, certain State Water Project contractors have entered into that certain Joint Powers Agreement dated May 14, 2018 forming the Delta Conveyance Design and Construction Authority (“DCA”); and

WHEREAS, the Department and DCA have entered into that certain Joint Powers Agreement (“JEPA”), dated May 22, 2018, as amended and restated, and as the same has or may be further amended, wherein the DCA will provide preliminary design, planning and other preconstruction activities to assist the environmental planning process for a potential Delta conveyance project under the supervision of the Department (the “Work” as defined in the JEPA); and

WHEREAS, the Department has advised the Agency that to improve the reliability of deliveries of State Water Project water to the Agency, it is in the interest of the Agency and the Department’s other water supply contractors that the Department continue to evaluate a potential Delta conveyance project; and

WHEREAS, the Department does not presently have the funds needed to continue the environmental review, planning and design of a potential Delta conveyance project and has asked its water supply contractors to provide the Department with the funds; and

WHEREAS, in order for the Agency to be able to provide its share of the funding for the environmental review, planning and design of a potential Delta conveyance project, the Agency must receive funding from its participating Member Units; and

WHEREAS, Rosedale anticipates entering into an agreement with the Agency to contribute funding for environmental review, planning and design of a potential Delta conveyance project in

return for a share of the Agency's portion of capacity in the potential future Delta conveyance project, if it is approved, constructed and operated; and

WHEREAS, on November 6, 2020, the Agency approved the Policy Regarding Administration of Delta Conveyance Facility Yield Within Kern County allowing Member Units to transfer Delta conveyance facility yield to other water supply contractors; and

WHEREAS, IRWD uses State Water Project water obtained through the Municipal Water District of Orange County and the Metropolitan Water District of Southern California and has entered into water banking agreements with Rosedale, including formation of the Groundwater Banking Joint Powers Authority with Rosedale, to help improve the reliability of IRWD's water supplies against droughts and supply interruptions; and

WHEREAS, IRWD owns land within the Dudley Ridge Water District that is entitled to receive State Water Project supply; and

WHEREAS, IRWD seeks to further improve the reliability of IRWD's State Water Project supply by participating in the potential future Delta conveyance project through Rosedale at a level equating to approximately 2,000 acre-feet of base Table A amount and to secure the corresponding benefits ~~including of an~~ incremental increase in the availability of Table A water, ~~Article 21 water~~ and conveyance capacity from the Delta conveyance project in the amount of three cubic feet per second (cfs) and access to unused capacity; and

WHEREAS, this Agreement to help pay for the preliminary planning, environmental review and design costs for a potential Delta conveyance project will assist in defining a stable and finite project description for purposes of completing California Environmental Quality Act ("CEQA") review, does not commit any Party to approving or implementing a Delta conveyance project, and is not a "project" requiring prior completion of CEQA review.

NOW, THEREFORE, it is hereby mutually agreed by the Parties hereto as follows:

1. This Agreement shall be effective upon the date when both Parties have signed this Agreement. This Agreement shall remain effective until both parties have performed their obligations under this Agreement.

2. IRWD agrees to pay Rosedale its proportionate share of costs, estimated to be up to approximately \$198,000 over four years from the effective date of this Agreement to reimburse Rosedale's costs to participate, through the Agency, in the potential Delta conveyance project at a level equating to 2,000 acre-feet of base Table A amount ("Participation Payments") with the intent that the corresponding benefits of such participation will accrue to IRWD, excepting any increase in Article 21 water supplies associated with said 2,000 acre-feet of based Table A amount. Rosedale will make efforts to secure the ability to transfer or assign the benefits and costs of participation to IRWD. The Parties will cooperate in due diligence investigations of benefits and costs of participation in the construction and operations of the Delta conveyance project, including IRWD's anticipated use of increased availability of Table A water, ~~Article 21 water~~ and Delta conveyance capacity . Provided as attachment 1 is the Agency White Paper detailing the requirements and options to assign capacity from a Member Unit to a non Member Unit.

3. Rosedale agrees to participate, through the Agency, in the preliminary planning, environmental review and design of the potential Delta conveyance project at a level equating to 2,000 acre-feet of base Table A amount for the benefit of IRWD.

4. IRWD shall have a first right of refusal to participate, through Rosedale, in any future phase of the Delta conveyance project, including construction and operations, at a level equating to 2,000 acre-feet of base Table A amount with the benefits of such participation accruing

to IRWD, excepting any increase in Article 21 water supplies associated with said 2,000 acre-feet of based Table A amount. The Parties will cooperate in the assignment of the identified benefits to IRWD through a separate agreement. Should IRWD's first right of refusal be circumvented or frustrated by any other priorities with the Agency and its Member Units, then IRWD shall owe no further reimbursement to Rosedale under this Agreement, and Rosedale shall reimburse IRWD for all IRWD's costs paid to Rosedale under this Agreement in the event that Rosedale elects to continue its participation in the Delta conveyance projects associated with the 2,000 acre-feet of base Table A amount that Rosedale is participating in for the benefit of IRWD; in the event Rosedale does not elect to continue its participation with respect to said 2,000 acre-feet of base Table A amount, it shall only be required to reimburse IRWD if it obtains reimbursement of such costs from the Agency. Rosedale shall provide IRWD with monthly updates on the environmental review, planning and design of the potential Delta conveyance project, including budget and progress updates if available. Prior to Rosedale's making a commitment to the Agency to provide additional funding for preliminary planning, environmental review and design of the potential Delta conveyance project for the benefit of IRWD, Rosedale and IRWD shall review the progress of the environmental review, planning and design of a potential Delta conveyance project and shall collectively determine whether additional funds shall be contributed without obligation of IRWD to contribute any additional funds. Any additional funds to be provided by IRWD shall be subject to an executed amendment to this Agreement.

6. At the time of such collective determination and upon completion of environmental review, Rosedale will consider and work cooperatively to facilitate any request by IRWD to change its participation level in a potential Delta conveyance project from that equating to 2,000

acre-foot base Table A Amount, recognizing that IRWD may not be required to change its participation level.

7. Rosedale shall invoice IRWD for Participation Payment amounts substantiated by documentation showing the reimbursement amounts arising from Rosedale's participation, through the Agency, in the potential Delta conveyance project at a level equating to 2,000 acre-feet of base Table A amount for the benefit of IRWD.

8. IRWD shall pay Rosedale's invoices for Participation Payments within ~~60~~30 days after receipt pursuant to section 8 of this Agreement.

9. IRWD may terminate this Agreement upon providing notice to Rosedale. IRWD shall not be entitled to reimbursement of any costs paid to Rosedale in the event IRWD terminates this Agreement.

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

Invoices or notice to IRWD shall be made to:

Irvine Ranch Water District
15600 Sand Canyon Avenue
P.O. Box 57000
Irvine, California 92619-7000
Attn: General Manager
Telephone No. (940) 453-5300
Fax No. (949) 453-1228
Electronic Mail: genmanager@irwd.com

Invoices or notice to Rosedale shall be made to:

Rosedale-Rio Bravo Water Storage District
P.O. Box 867
Bakersfield, California 93302-0867
Attn: General Manager
Telephone No. (661) 589-6045
Fax No. (661) 589-1867
Electronic Mail: _____

11. IRWD's financial obligations pursuant to this Agreement shall cease immediately upon the termination of Rosedale's financial obligations to the Agency for participating in the potential Delta conveyance project.

12. ~~RRB shall at all times indemnify, defend and save IRWD, its Board of Directors, officers, representatives, consultants, contractors, agents and employees free and harmless from, and pay in full, any and all claims, demands, losses, damages or expenses including reasonable attorney fees and costs that IRWD, its Board of Directors, officers, representatives, consultants, contractors, agents and/or employees may sustain or incur in any manner relating to RRB's performance under this Agreement, excepting any loss, damage or expense and claims for loss, damage or expense resulting in any manner from the negligent act or acts of IRWD, its Board of Directors, officers, representatives, consultants, contractors, and agents or employees.~~

13. ~~IRWD shall at all times indemnify, defend and save RRB, its Board of Directors, officers, representatives, consultants, contractors, agents and employees free and harmless from, and pay in full, any and all claims, demands, losses, damages or expenses including reasonable attorney fees and costs that RRB, its Board of Directors, officers, representatives, consultants, contractors, agents and/or employees may sustain or incur in any manner relating to IRWD's performance under this Agreement, excepting any loss, damage or expense and claims for loss,~~

~~damage or expense resulting in any manner from the negligent act or acts of RRB, its Board of Directors, officers, representatives, consultants, contractors, and agents or employees.~~

14. Each Party represents and warrants to the other Party that it is a duly organized or constituted entity, with all requisite power to carry out its obligations under this Agreement, and that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of the board of directors or other governing body of such Party, and shall not result in a violation of such Party's organizational documents or any agreement to which it is a party or to which it is otherwise subject or bound. ~~Each Party further represents and warrants to the other Party that, to its knowledge at the time it executed this Agreement, there is no pending or threatened litigation involving such representing Party that will affect this Agreement.~~ The Parties have relied on the forgoing representations as a material inducement to execute this Agreement, and should any representation not be correct or true in any material respect, it shall constitute a material breach of this Agreement.

15. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning and without regard to or aid of Civil Code Section 1654 or similar judicial rules of construction. Each Party acknowledges that it has had the opportunity to seek the advice of experts and legal counsel prior to executing this Agreement and that it is fully aware of and understands all of its terms and the legal consequences thereof.

16. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

17. This Agreement may be amended or modified only by a subsequent written agreement approved and executed by Rosedale and IRWD.

18. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Agreement among the Parties concerning the subject matter, and supersedes all prior negotiations, representations or agreement, either oral or written, that may be related to the subject matter of this Agreement.

19. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement. Each signing Party shall have received a copy of the signature page signed by every other Party.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date set forth below its signature.

Irvine Ranch Water District

Rosedale-Rio Bravo Water Storage District

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

2021618.1

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