

**AGENDA
GROUNDWATER BANKING JOINT POWERS AUTHORITY
BOARD OF DIRECTORS
SPECIAL MEETING**

September 7, 2023
10:00AM

Rosedale Rio-Bravo Water Storage District
849 Allen Road
Bakersfield, CA 93314

Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92618

This meeting will be made available to the public 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 using the link and information below:

Via Web: <https://zoom.us/j/83815086560>
Meeting Number (Access Code): 838 1508 6560
Meeting Password: 982590
Telephone Dial In: (669) 900-6833

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 lobby when the Board enters closed session. Participants who remain in the “lobby” will automatically be returned to the open session of the Board once the closed session has concluded. Participants who join the meeting while the Board is in closed session will be placed in the waiting room. When the Board has returned to open session, the participants will be automatically added to the meeting.

CALL TO ORDER 10:00 a.m.

ROLL CALL Directors Pierucci, Selvidge, Reinhart, Swan

**PUBLIC COMMENT
NOTICE**

If you wish to address the Board of Directors 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 mmisuraca@rrbwsd.com before 5:00 p.m. on September 7, 2023.

ALL VOTES SHALL BE TAKEN BY A ROLL CALL VOTE

1. COMMUNICATIONS TO THE BOARD

- a) Written:
- b) Oral:

2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED

3. CONSENT ITEMS

- a) Meeting Minutes May 1, 2023

4. JPA ADMINISTRATIVE AND FINANCIAL REPORT

- a) Consideration of Unaudited Financial Report- FYE June 30, 2023 and Cash Call (Eileen)
- b) Consideration of Resignation of Treasurer and Authorized Signer Changes (Kent)

5. KERN FAN GROUNDWATER STORAGE PROJECT

- a) Engineering (Dan)
 - i. Design Update
 - ii. Conveyance Alternatives
 - iii. West Enos Pilot Project
- b) Grant Funding Update (Fiona)
- c) State Agreements Update (Fiona)
- d) Consideration of CEQA Agreements (Fiona/Eric)

6. GENERAL MANAGER'S REPORT

7. OTHER BUSINESS

Pursuant to Government Code Section 54954.2, members of the Board of Directors or staff may ask questions for clarification, make brief announcements, and make brief reports on his/her own activities. The Board or a Board member may provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting concerning any matter, or direct staff to place a matter of business on a future agenda. Such matters may be brought up under the General Manager's Report or Directors' Comments.

8. CLOSED SESSION

a) CLOSED SESSION CONFERENCE WITH REAL PROPERTY
NEGOTIATORS – Pursuant to Government Code Section 54956.8:

Property: Parcels 103-270-07; 104-270-01,06; 104-260-09,15; 104-280-08,29,30,31,32,33,34,35; 104-260-08;104-270-28;104-291-07;104-240-31,22,30; 104-250-20,21; 104-280-01,02,07,19,24,25,27; 104-240-18;104-292-09; 103-170-09,12,14,15 25-32; 160-010-66, 71; 104-280-18 and possible others all in County of Kern

Agency negotiators: Dan Bartel

Negotiating parties: Various parties and Groundwater Banking Joint Powers Authority

Under negotiation: Price and Terms of Payment

9. OPEN SESSION

General Counsel may announce any reportable actions taken during Closed Session.

10. 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 Board in connection with a matter subject to discussion or consideration at an open meeting of the Board are available for public inspection by contacting Megan Misuraca at mmisuraca@rrbwsd.com. If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available to the public at the same time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during, the meeting, they will be available electronically during the meeting.

Accommodations: Upon request, the Authority 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 the meeting. 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 mmisuraca@rrbwsd.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.

DECLARATION OF POSTING: I, Megan Misuraca, declare under penalty of perjury, that I am employed by the Rosedale-Rio Bravo Water Storage District and I posted the foregoing Agenda at the District Office on or before August 31, 2023. I, Kristine Swan, declare under penalty of perjury, that I am employed by the Irvine Ranch Water District and I posted the foregoing Agenda at the District Office on or before August 31, 2023.

**BOARD OF DIRECTORS
GROUNDWATER BANKING JOINT POWERS AUTHORITY
MINUTES OF THE REGULAR BOARD MEETING**

May 1, 2023
2:00 PM

DIRECTORS AND ALTERNATES PRESENT

Roy Pierucci
Peer Swan
Doug Reinhart
Jason Selvidge

DIRECTORS ABSENT

OTHERS PRESENT

Doug Gosling- JPA Legal Counsel
Dan Bartel- RRBWSD
Megan Misuraca- RRBWSD
Dan Raytis- RRBWSD
Cheryl Clary- IRWD
Fiona Sanchez- IRWD
Eileen Lin- IRWD
Paul Weghorst- IRWD
Trent Taylor- RRBWSD
Herbert Ng- IRWD
Kent Morris- IRWD
Paul Cook- IRWD

CALL TO ORDER

President Pierucci called the meeting to order at approximately 2:00 p.m.

PUBLIC COMMENT NOTICE

There were no public comments.

1. COMMUNICATIONS TO THE BOARD

- a). Written: None.
- b). Oral: None.

2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED

None.

3. CONSENT ITEMS

- a) Meeting Minutes February 6, 2023
- b) Meeting Minutes April 20, 2023

A motion was made by Director Swan with a second by Director Selvidge to adopt the consent items. A roll call vote was taken and the motion unanimously passed.

4. JPA ADMINISTRATIVE AND FINANCIAL REPORT

- a) Budget to Actual Report for 3rd Quarter FYE June 30, 2023- Ms. Clary reviewed the FYE June 30, 2023 3rd Quarter Budget to Actuals. A motion was made by Director Swan with a second by Director Reinhart to receive and file the FYE June 30th, 2023 3rd Quarter Budget to Actual Report. A roll call vote was taken and the motion unanimously passed.
- b) Consideration of FYE June 30, 2024 Budget and Cash Call- Ms. Clary reviewed proposed FYE June 30, 2024 budget in the amount of \$3.1 million with the Board. A motion was made by Director Reinhart with a second by Director Swan to approve the proposed FYE June 30, 2024 budget for \$3.1 million and a May 2023 cash call in the amount of \$2 million in which \$1 million will be contributed from each partner. The motion unanimously passed.
- c) Consideration of FYE June 30, 2023 Audit Proposal- Ms. Clary reviewed the audit proposal for the GBJPA Fiscal Year End June 30, 2023 with the Board. A motion was made by Director Selvidge with a second by Director Swan to approve the selection of Davis Farr, LLP to perform the audit for fiscal year end June 30, 2023 with a budget not to exceed \$5,750.00 The motion unanimously passed.
- d) Appointment of new Assistant Treasurer- Ms. Clary reported that she will be retiring from Irvine Ranch Water District and in preparation Kent Morris will be assisting with some of her duties. A motion was made by Director Swan with a second by Director Reinhart to appoint Kent Morris as a Groundwater Banking Joint Powers Authority Assistant Treasurer effective immediately. The motion unanimously passed.
- e) Consideration and Possible Action of Voter Designation for ACWA- Ms. Misuraca reported that the election for President and Vice President is approaching for ACWA and the GBJPA must designate a voter for the election. A motion was made by Director Swan with a second by Director Reinhart to appoint Trent Taylor as the designated voter for the ACWA 2024-2025 president and vice president election. The motion unanimously passed.

5. KERN FAN GROUNDWATER STORAGE PROJECT

- a) Engineering
 - i. Design Update- Mr. Bartel briefed the Board on the latest design efforts.
 - ii. Conveyance Alternatives- Mr. Bartel briefed the Board on the latest conveyance alternative discussions.
 - iii. West Enos Pilot Project- Mr. Bartel briefed the Board on construction updates for the West Enos Pilot Project.
- b) Grant Funding Update- Ms. Sanchez briefed the Board on the latest grant funding request efforts.
- c) State Agreements Update- Ms. Sanchez briefed the Board on most recent efforts to obtain agreements with the Department of Water Resources.

- d) Special Counsel for Public Benefits Agreement- Ms. Sanchez reported Eric Robinson with Kronick Moskowitz Tiedemann and Girard will service as special counsel for the public benefits agreement for the Kern Fan Project.
- e) Interim Operation Agreements- Mr. Taylor briefed the Board on the latest status on the interim operating agreement.

6. GENERAL MANAGER'S REPORT

None.

7. OTHER BUSINESS

None.

8. CLOSED SESSION

At 2:32 p.m. President Pierucci announced the Board would enter closed session. The Board reconvened to open session at 2:41 p.m.

9. OPEN SESSION

Mr. Gosling announced there were no reportable actions taken during closed session.

10. ADJOURN

Director Pierucci adjourned the meeting at 2:41 p.m.

September 7, 2023
Prepared by: Herbert Ng
Reviewed by: Cheryl Clary
Agenda Item: 4a

FY 2022-23 Actual to Budget Results

DISCUSSION:

The quarterly unaudited actual to budget results for the fiscal year ended June 30, 2023 is attached as Exhibit "A". The report separates capital and operating expenditures.

The fiscal year total expenditures were \$704.5 thousand compared to a budget of \$5.6 million. Actual expenditures were \$4.9 million or 87% under budget. This is primarily due to delayed expenses in engineering design consulting and construction. Exhibit "A" provides additional comments.

No cash call is required at this time.

RECOMMENDATION:

Receive and File.

LIST OF EXHIBITS:

Exhibit "A" – FY 2022-23 Actual to Budget Results (Unaudited)

Exhibit "A"
Groundwater Banking Joint Powers Authority
Actual (Unaudited) to Budget Results
Fiscal Year 2022-23

	Actual (Unaudited)	Budget	Actual vs Budget	FY2022-23 Budget Variance Comment
Kern Fan Groundwater Capital Project:				
Engineering - Planning and Design Staff	\$ 50,900	\$ 28,700	\$ (22,200)	JWP and staff time for USBR grant preparation.
Grant Administration and Reporting	2,500	25,200	22,700	Simplified quarterly reporting to CWC.
CWC and USBR Feasibility Studies	21,000	37,000	16,000	USBR study accepted.
JPA Administration	35,900	74,400	38,500	Expenditures lower than anticipated.
Supplemental Environmental Impact Report	700	17,500	16,800	DWR delayed SEIR to next FY (additional analysis of high flows). Delays on turnout.
Agreements with State Agencies	20,800	12,000	(8,800)	Public Benefits Agmt Template development.
Engineering Design - Outside	339,100	1,522,000	1,182,900	Timing of expenditures. Anticipated expenditures for Phase 1 in next FY.
Engineering CA&I - Outside	-	337,500	337,500	Anticipated expenditures for Phase 1 adjusted and in next FY budget.
Construction	-	3,262,500	3,262,500	Anticipated expenditures for Phase 1 adjusted and in next FY budget.
Legal JPA	49,400	125,700	76,300	Lawsuits dismissed. Timing of expenditures. Special counsel support for state agmts.
Preliminary Design Report and Feasibility Report	-	9,500	9,500	Less outside technical support needed. USBR feasibility study charged to CWC and USBR Feasibility Studies.
Development of Agreement with DWR	1,700	22,500	20,800	Less outside technical support needed. Delays on turnout and exchange pending DWR studies/SEIR.
Environmental	18,500	50,000	31,500	NEPA/additional CEQA for Phase 1 now expected next FY.
Total Capital Project	540,500	5,524,500	4,984,000	
Operating Expense:				
Temporary Phase 1 Facilities	151,900	-	(151,900)	\$250,000 W. Enos Project was approved by Board on 4/20/23.
Administration/Management	31,800	50,600	18,800	Lower staff time than anticipated.
Audit	5,000	5,000	-	
Bank Charges	3,500	1,700	(1,800)	Interest income from bank has been separated from bank fees.
Insurance	5,500	3,900	(1,600)	Change in coverage/persons.
Membership	1,000	600	(400)	Annual invoice for ACWA Membership paid in full 2nd Quarter.
Website Maintenance	900	1,000	100	Annual invoice paid in full 2nd Quarter.
Total Operating Expense	199,600	62,800	(136,800)	
Operating and Nonoperating Revenue:				
Lease Revenue	(32,200)	(32,200)	-	Bolthouse lease ended December 1st, 2022.
Interest Revenue	(3,400)	-	3,400	Interest income from bank has been separated from bank fees.
Total Revenue	(35,600)	(32,200)	3,400	
Total	\$ 704,500	\$ 5,555,100	\$ 4,850,600	

September 07, 2023
Prepared by: Kent Morris
Reviewed by: Cheryl Clary
Agenda item:4b

Retirement of Treasurer and Addition of New Authorized Signature for Check Signing Authority

DISCUSSION:

The Groundwater Banking Joint Powers Authority's (GBJPA) Treasurer, Cheryl Clary, is retiring effective September 6, 2023. Cheryl has been the Treasurer of the GBJPA since its inception. Her leadership, professionalism, and hard work for the GBJPA will be greatly missed. Staff recommends that the Board leave the Treasurer position vacant until a new Executive Director of Finance and Administration at IRWD is hired. In addition, staff recommends adding Paul Cook, IRWD's General Manager, as an authorized signatory for checks to ensure adequate check signing coverage. Kent Morris, Jennifer Davis and Dan Bartel also have GBJPA check signing authority.

RECOMMENDATION:

That the Board remove Cheryl Clary and add Paul Cook as an authorized signature to sign checks for the GBJPA's bank account effective September 6, 2023.

GROUNDWATER BANK JOINT POWERS AUTHORITY

PLANS FOR CONSTRUCTION OF THE STOCKDALE NORTH RECHARGE BASIN FACILITIES



BENCH MARK

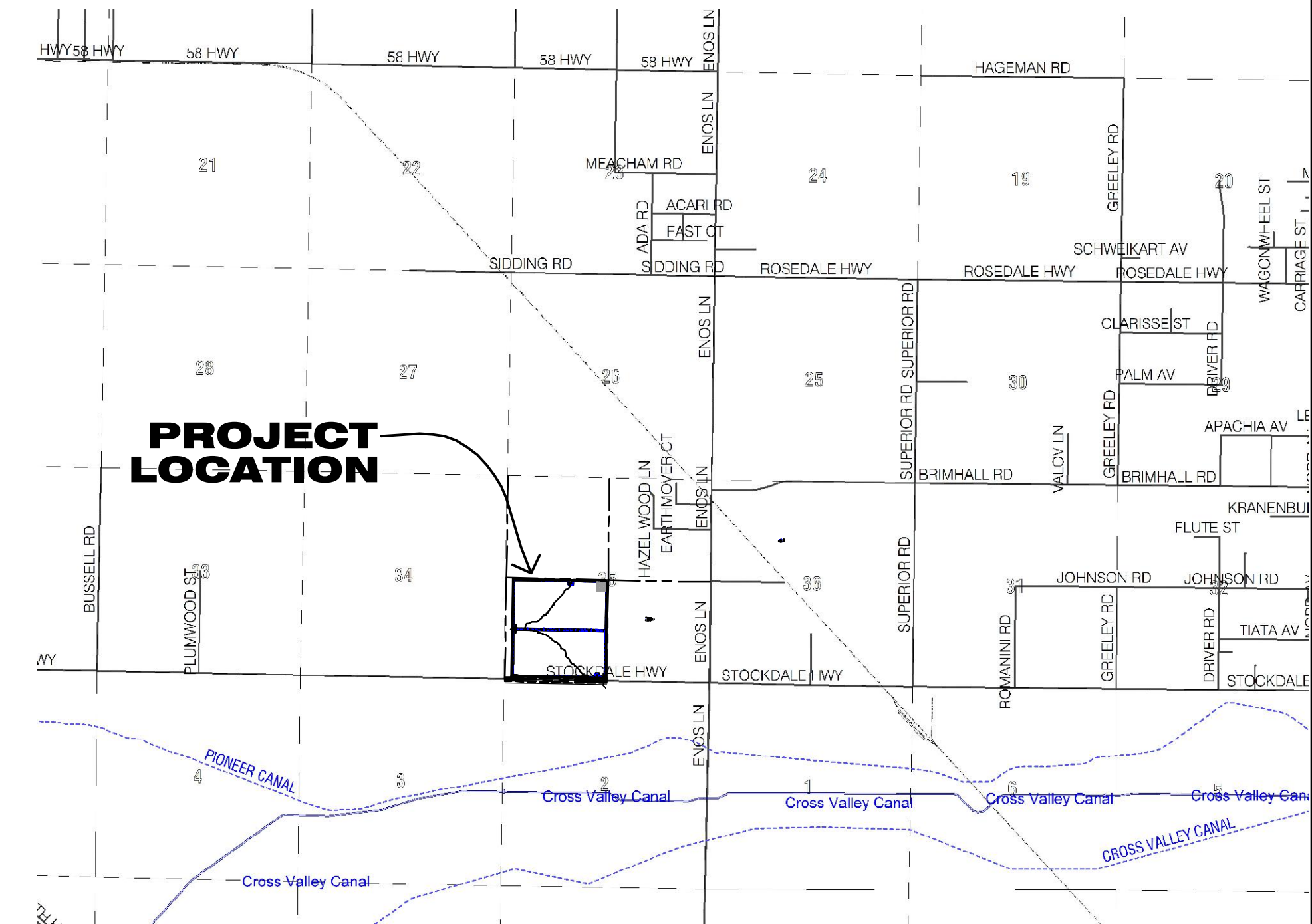
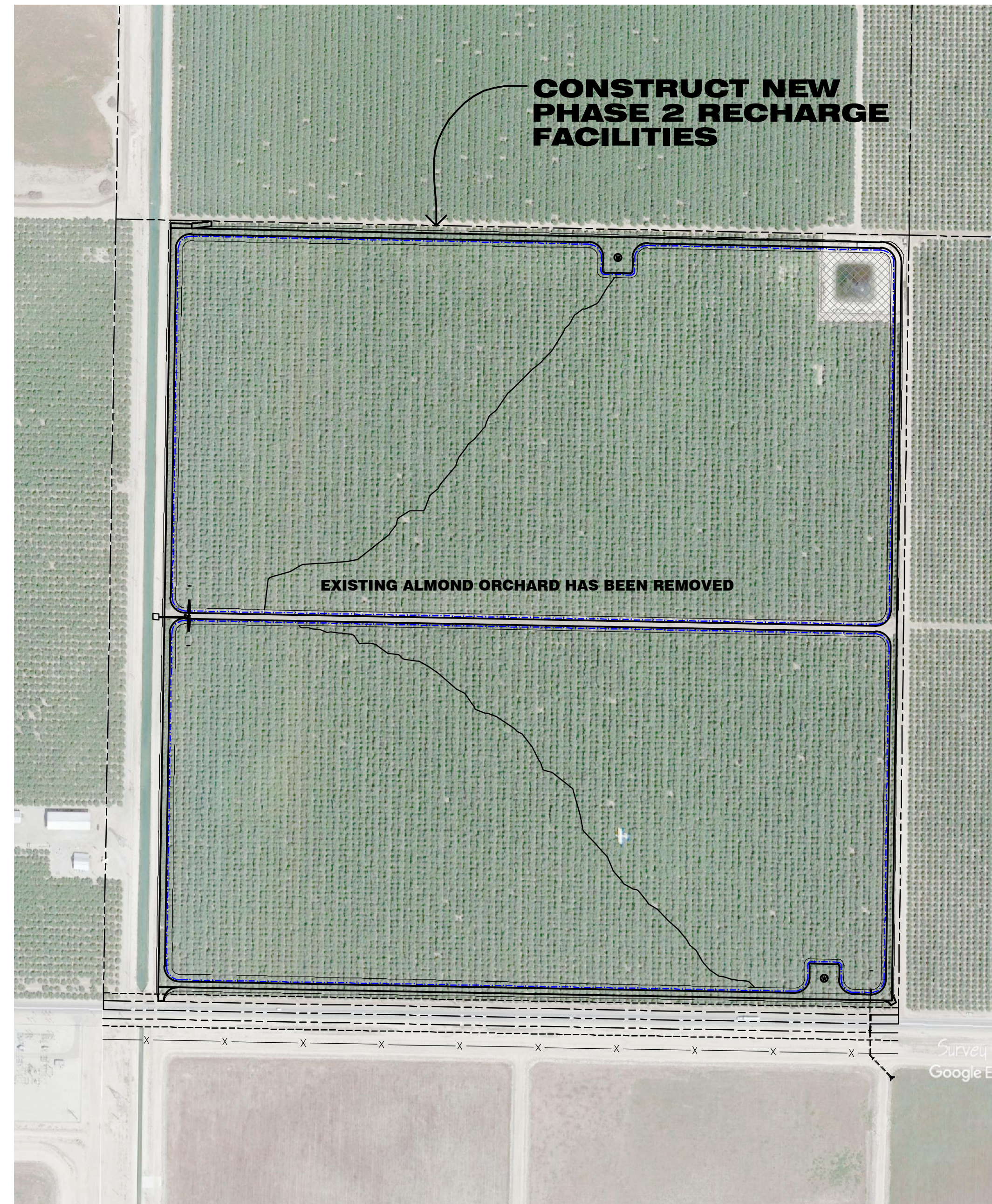
CHISELED "O" ON NORTHEAST CURB RETURN AT STOCKDALE HIGHWAY AND NORD ROAD PER KCS FIELD BOOK 1170, PG 25.
ELEVATION=345.90 NAVD88

BEARING BASIS

THE BASIS OF BEARING IS THE CALIFORNIA COORDINATE SYSTEM OF 1983 (NAD83), ZONE 5.

CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL CONTACT THE U.S.A. LOCATOR SERVICE AT 1-800-642-2444 48 HOURS PRIOR TO ANY EXCAVATION AND SHALL POTHOLE UTILITIES TO VERIFY LOCATION AND DEPTH PRIOR TO TRENCHING. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS WITH THE PLANS PRIOR TO THE BEGINNING OF CONSTRUCTION.
2. THE CONTRACTOR MUST POSSESS A STATE OF CALIFORNIA CLASS "A" CONTRACTORS LICENSE TO PERFORM THE WORK CONTAINED WITHIN THESE PLANS AND SPECIFICATIONS.
3. HAZARDOUS WASTE IN EXCAVATION. SHALL COMPLY WITH SECTION 4.M "HAZARDOUS CONDITIONS" IN THE CONTRACT GENERAL CONDITIONS.



LOCATION MAP

INDEX OF DRAWINGS

SHEET 1	COVER AND TITLE SHEET	SHEET 11
SHEET 2	BASIN GENERAL PLAN	SHEET 12
SHEET 3	GRADING PLAN - NORTH BASIN	SHEET 13
SHEET 4	GRADING PLAN - SOUTH BASIN	SHEET 14
SHEET 5	LEVEE DETAIL	SHEET 15
SHEET 6	STRUCTURE DETAIL	SHEET 16
SHEET 7	EXISTING TOPOGRAPHY	SHEET 17
SHEET 8		SHEET 18
SHEET 9		SHEET 19
SHEET 10		SHEET 20

LEGEND	
	CENTER LINE
	RIGHT-OF-WAY OR PROPERTY LINE
	OVERHEAD LINES W/POWER POLE
	EXISTING GAS LINE
	EXISTING UTILITIES
	EXISTING TELEPHONE LINE
	EXISTING EASEMENT
	EXISTING FENCE
	EXISTING CONTOURS
	EMBANKMENT SIDESLOPE
	NEW LOCATION OF SALVAGED SIGN
	RIPRAP/ROCK SLOPE PROTECTION
	EDGE OF PAVEMENT
	EXISTING GATE VALVE
	EXISTING AIR VENT
	EXISTING TELE. PEDESTAL
	EXISTING SIGN
	EXISTING MONUMENT
	FINISHED GRADE
	FINISHED GRADE SLOPE

ABBREVIATIONS			
PI	POINT OF INTERSECTION	EVC	END VERTICAL CURVE
RAW	RIGHT OF WAY	BVC	BEGIN VERTICAL CURVE
EP	EDGE OF PAVEMENT	TAN	TANGENT LINE
INV	INVERT	STA	STATION
C/L	CENTERLINE	O/S	OFFSET
ELEV	ELEVATION	EW	EACH WAY
FG	FINISHED GRADE	EF	EACH FACE
AC	ASPHALT CONCRETE	NF	NEAR FACE
AGG	AGGREGATE	FF	FAR FACE
O.G.	ORIGINAL GROUND	BF	BOTTOM FACE
RRBWS	ROSEDALE RIO-BRAVO WATER STORAGE DISTRICT	TF	TOP FACE
PVVC	POINT OF INTERSECTION, VERTICAL CURVE	LF	LINEAR FEET
POVC	POINT ON VERTICAL CURVE	MON	MONUMENT
		LCW	LONG CREST WEIR

KEY MAP
SCALE: 1"=300'

SUBMITTED BY:

RICHARD D. MEYER, R.C.E. NO. 28104 DATE
File Name: GBJ22001TS2.DWG
M Meyer
Civil Engineering, Inc.
8224 Espresso Dr., Ste. 100, Bakersfield, CA 93312
Phone 661-836-9834 FAX 661-836-9761

APPROVED BY:

SIGNATORY DATE
TITLE
GROUNDWATER BANK JOINT POWERS AUTHORITY

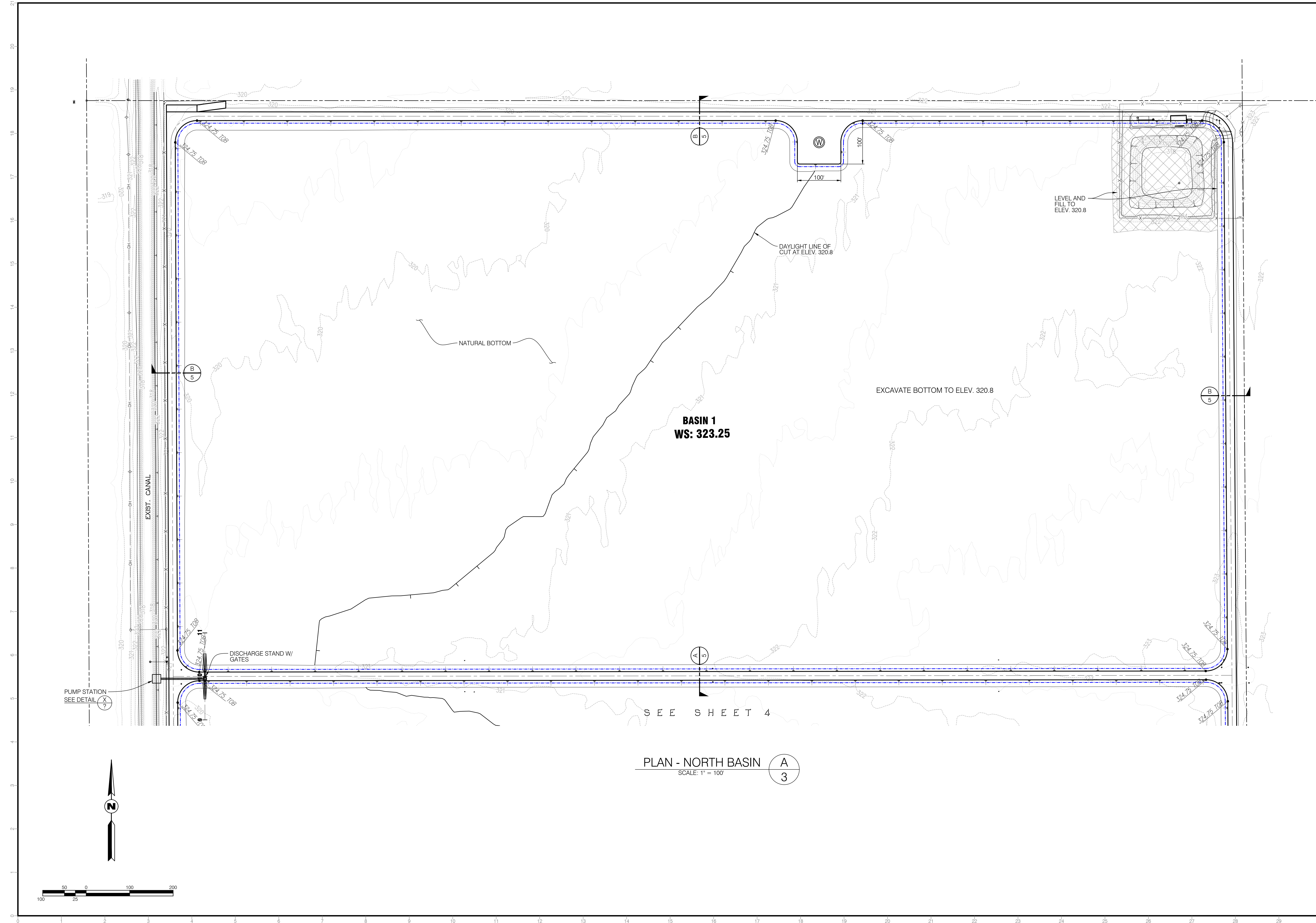
RECORD DRAWING CERTIFICATION

GROUNDWATER BANK JOINT POWERS AUTHORITY
STOCKDALE NORTH BASIN FACILITIES
COVER AND TITLE SHEET

No 1
OF
7
SHEETS

30% PLAN SUBMITTAL
7-19-23

Rev. No.	Date	Revision Description	Approved By



PLAN - NORTH BASIN A
3
SCALE: 1" = 100'

SEE SHEET 4

30% PLAN SUBMITTAL 7-19-23

GROUNDWATER BANK JOINT POWERS AUTHORITY
STOCKDALE NORTH RECHARGE BASIN
FACILITIES
GRADING PLAN - NORTH BASIN

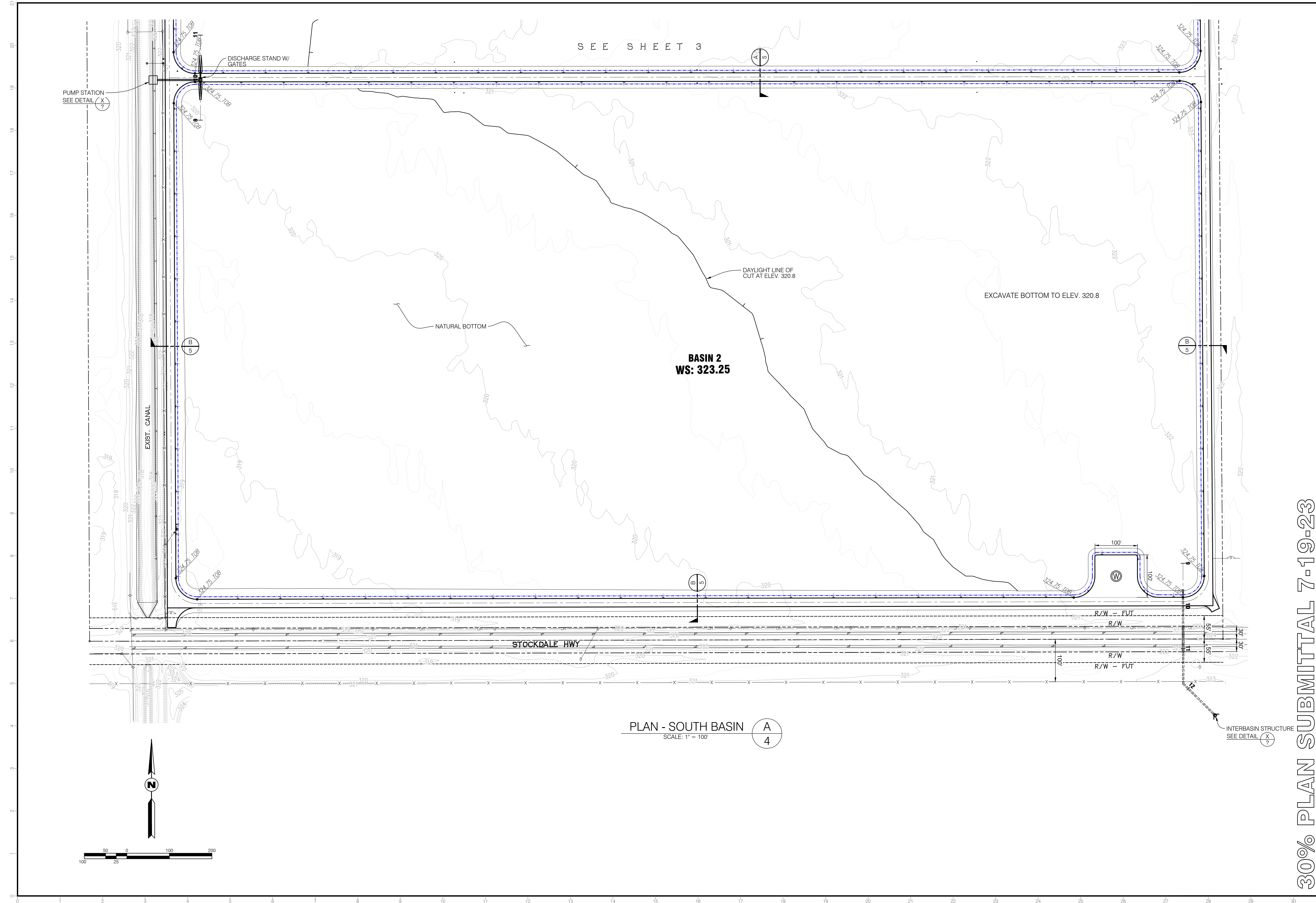
SHEET NO. 3

Rev. No.	Date	Revision Description	Approved By

PM: RDM
 Drawn By: ?
 AutoCAD File: ?
 File Location: ?
 Date: 7-19-23

Meyer
 Civil Engineering, Inc.
 11200 River Run Blvd, Ste 102, Bakersfield, CA 93311
 Phone 661-836-9834
 MeyerCE.net

Richard D. Meyer, PCE 28104
Date



30% PLAN SUBMITTAL 7-19-23

<p>GROUNDWATER BANK JOINT POWERS AUTHORITY STOCKDALE NORTH RECHARGE BASIN FACILITIES GRADING PLAN SOUTH BASIN</p>		<p>PM: RDM Drawn By: 7 AutoCAD File: 1500010102 File Location: BAE Date: 7-19-23</p>	<p>Rev. No. Date Revision Description Approved By</p>	<p>Richard D. Meyer, PCE 28104 MeyerCE.net</p>
<p>SHEET NO. 7</p>		<p>11200 River Run Blvd, Ste 102, Bakersfield, CA 93311 Phone 661-836-9834</p>		

HEC-RAS Model of California Aqueduct

What the model is showing about ability
to bring water to Pool 28 and the CVC



March 2022 report

- Documents extension of the HEC-RAS model developed for CASP to Pool 28 scenarios
- Sample runs show how model can be used

March 2022 Report Conclusions

- The capacity of a pool in the California Aqueduct can affect the capacity of pools upstream and downstream of it.
- Higher deliveries during high-delivery conditions could exacerbate encroachment into design freeboard and current operating limits.
- Increased deliveries will likely be limited under some conditions.



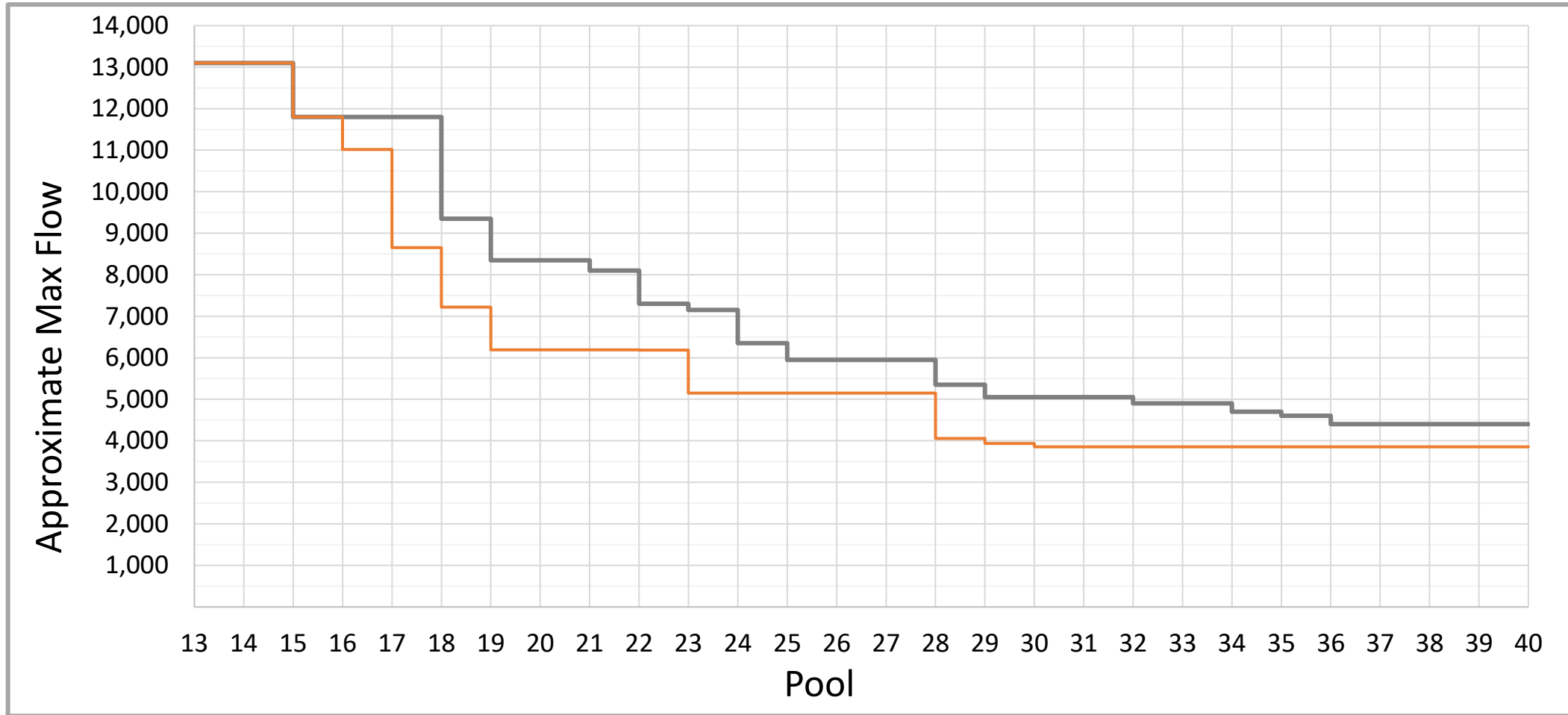
Model Development

- Model originally developed for the CASS – to calculate Hydraulic Conveyance Capacity
- Algorithms mimic gate operations
- Steady and Unsteady Simulations
- Includes Checks, Turnouts, Pumping Plants
- Has been used for various types of analyses

Subsided Conditions

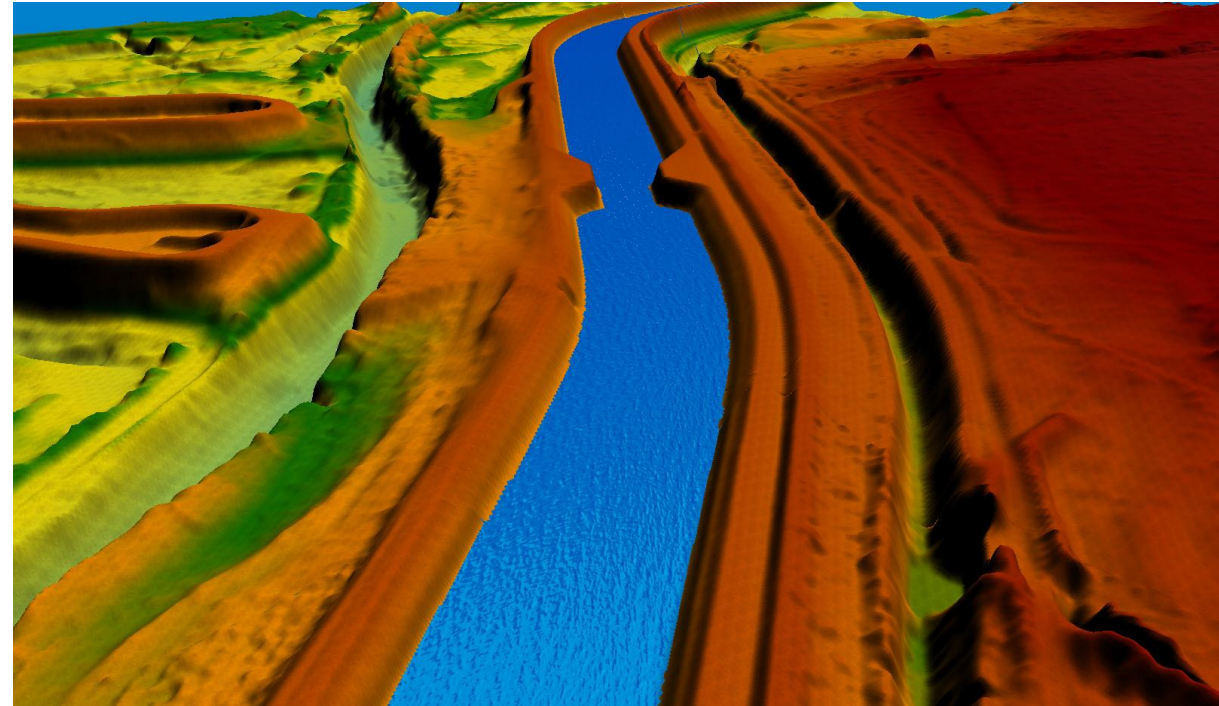
Aqueduct Pool Capacities

— Original Design Capacity
— Subsided Capacity (2022)



Model has been updated

- Thanks to KCWA for CVC Pool 1 info shared; HDR was able to extend the model to include it
- Modeling assumed desired WSEs in CVC Pool 1 as agreed ¹.
- Also fine-tuned with SWP operator concerns and limitations
- Will continue to update with new elevation data from surveys
- In good shape to evaluate what-ifs



¹ 293.5 ft NGVD29 at pump station 1A forebay in forward flow

Types of Assumptions

Assumptions Make Scenarios

OPERATION CRITERIA

- Freeboard
- Drawdown
- Velocity

OPERATION CONSTRAINTS

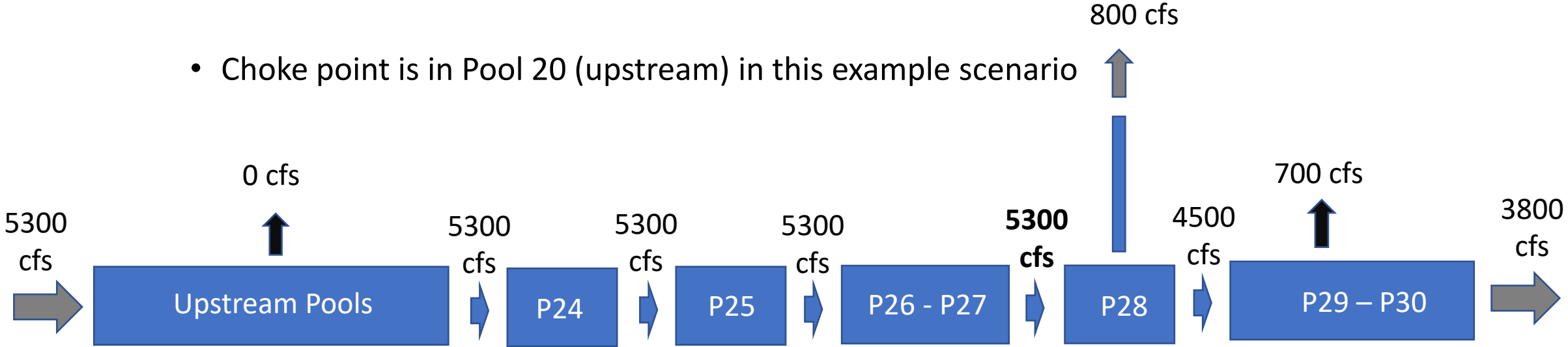
- Special Condition
WSE @ Turnouts
- Gate Closing Rates
- Pumping Rates

MODELING ASSUMPTIONS

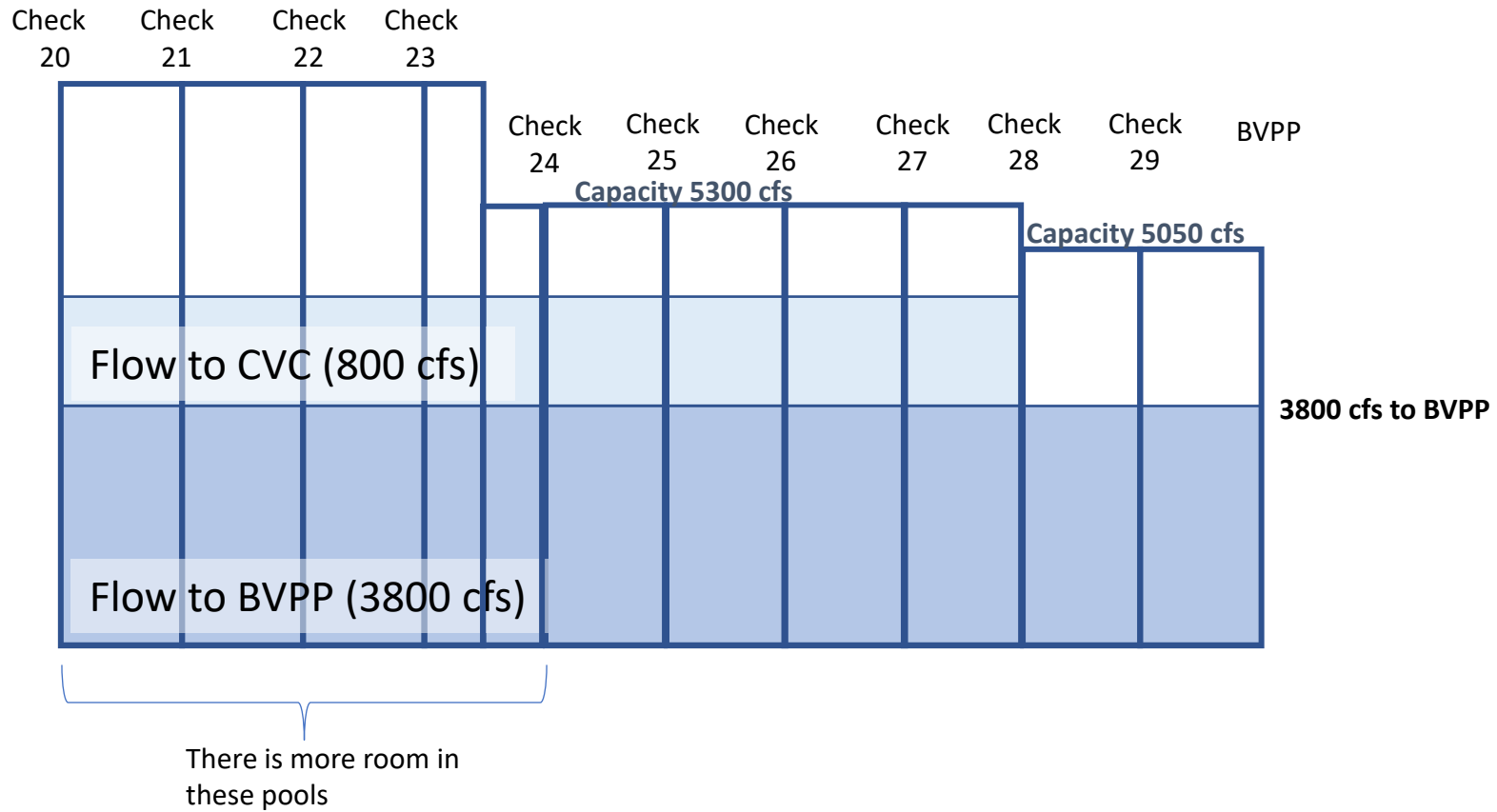
- Turnout flow loading
- Location of turnout
- Changes in operation
based on year
& season
(e.g. common Coastal
SCs)

New Work

- Example scenario with CVC Pool 1 Geometry
 - 5300 cfs coming in upstream (approx. maximum capacity)
 - 3800 cfs through BVPP (typical during peak season)
 - Demand from Pools 28 and 29
 - Shows this combination works (if no upstream diversions)
- Choke point is in Pool 20 (upstream) in this example scenario

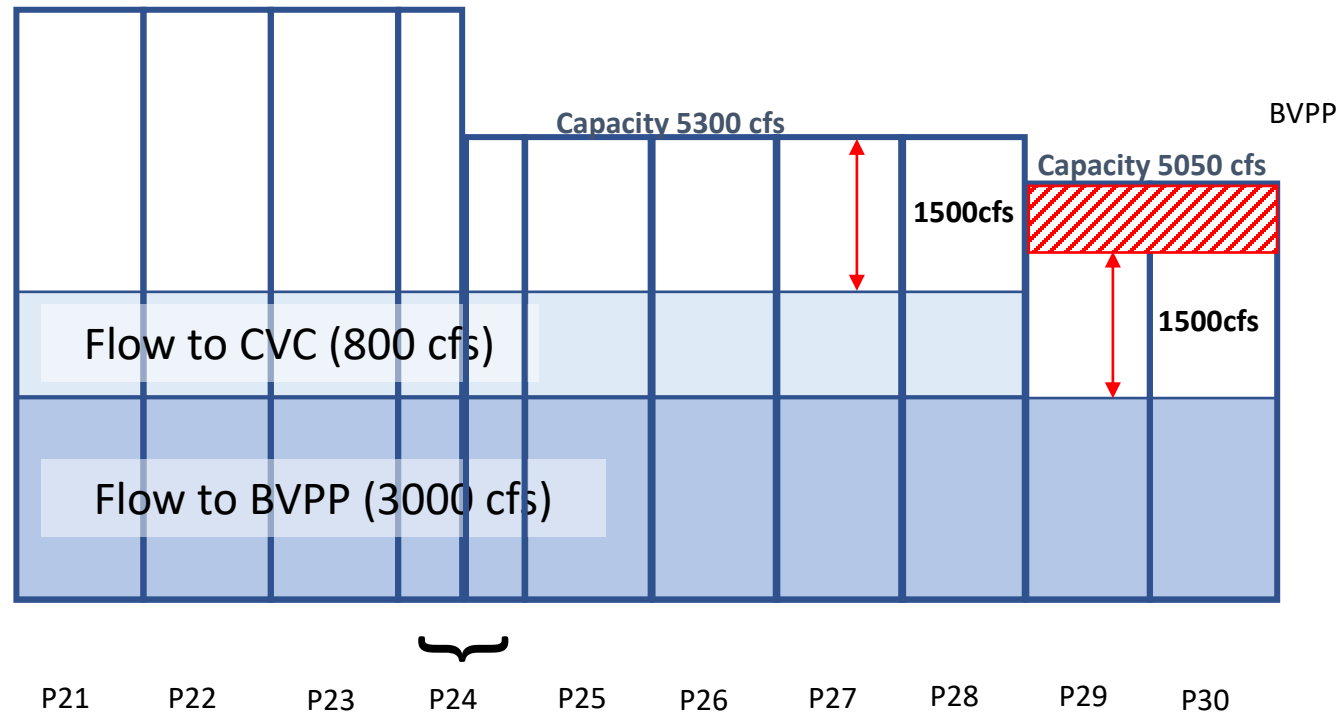


Simple Aqueduct Capacity Diagram (NTS)



Lower Demand Scenario

- At lower overall demands, there can be room. Ex)



Sample Results, Pool 28 Centric



- CVC ~ 1,200 cfs
- BVPP Flows ~ 3,175
- Start w/ zero Q to other TOs
- Gradually increase Q to other TOs
- The model tries to adjust gates and WSEs to meet all demands
- Model observes 2020 SOO 600.22 constraints

P20

P21-P23

P24

P25
26
27
28

P29-30

2024 cfs

50 cfs

80 cfs

2100 cfs

BVPP

5 Large

3175 cfs

Sample Results, Pool 28 Centric (Continued)

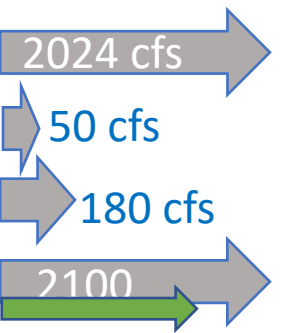
P20

P21-P23

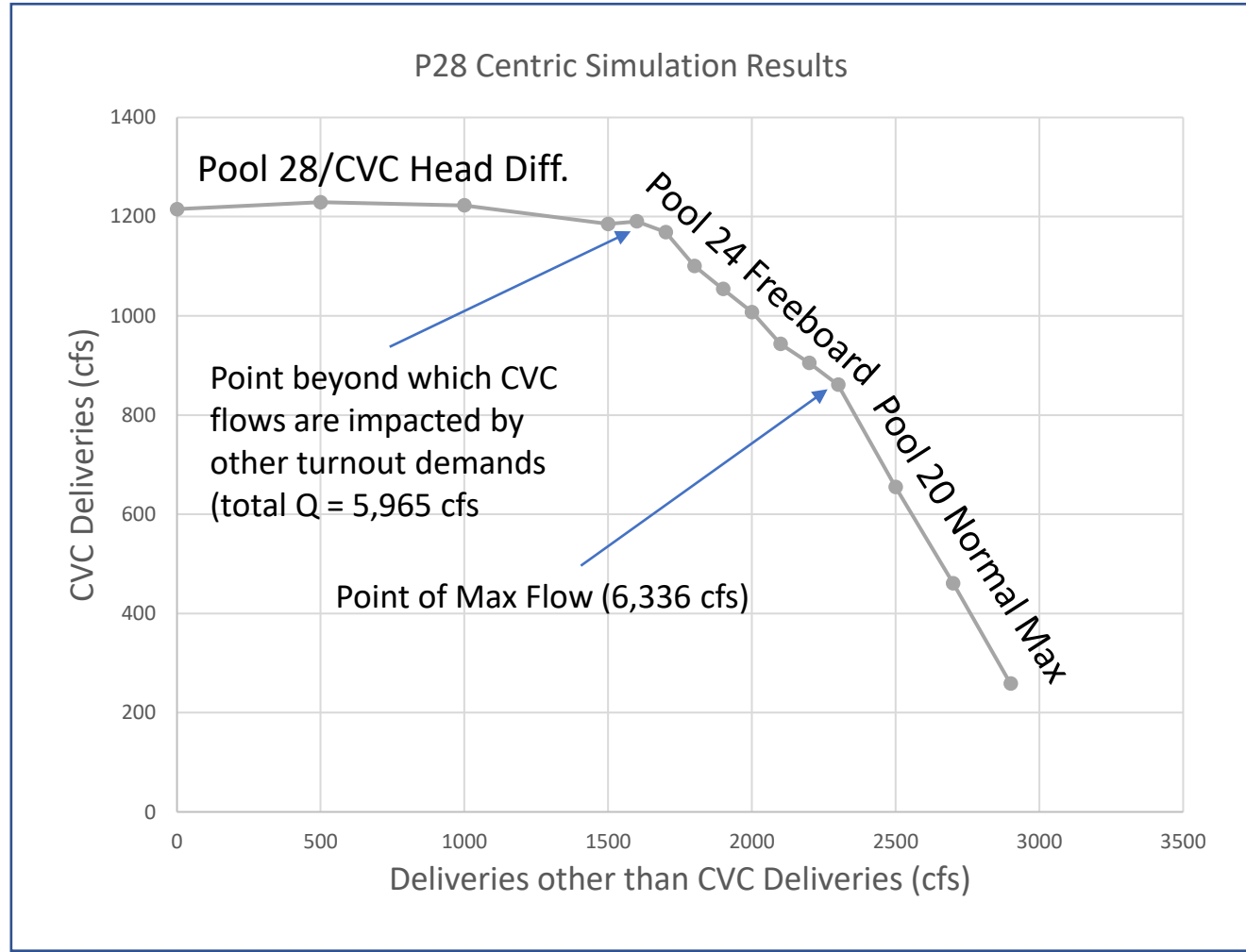
P24

P25
26
27
28

P29-30



BVPP
5 Large
3175 cfs



- As the flow increases, some adjustments are no longer possible because model runs into constraints
- We take note of constraints
- We can identify limits such as max flowrate capacities and system choke points

Outlook on Improvements

- CASP delays due to Reclamation funding requirements
- Future improvements possible, but not guaranteed and timing uncertain
- Subsidence will continue in future

Takeaways

- Many combinations possible
- Recent finding is that demand conditions dictate capacity
- It does look like it's a zero-sum game under high demands
 - There could be situations where there is capacity under lower demand

West Enos Pilot Project

DISCUSSION:

In May an agreement was reached with the current parking lot owners between the Goose Lake Channel and the West Enos property (Bolthouse). On the second of June, pipes were laid, asphalt cut, and large steel plates were installed to accommodate the weight of semi-trucks crossing over the pipelines. Water started on the site 06/05. See aerial photos below.

2023 List of Deliveries by Month	
June	712 AF
July	1,046 AF
August (Estimate)	1,800 AF

RECOMMENDATION:

None.



(3) 16" Pumps on Goose Lake Channel. Estimate = 40 cfs



Steel Plates allowing for truck access to back lot.

Pump Discharges



West Enos Pilot Project as of 8/18/2023

California Environmental Quality Act
Agreements Between the Groundwater Banking JPA
and the Department of Water Resources

DISCUSSION:

On December 28, 2020, the Groundwater Banking JPA certified an Environmental Impact Report (EIR) for the Kern Fan Groundwater Banking Project (Kern Fan Project). A component of the Kern Fan Project is to provide public benefits in the Delta by exchanging up to 25,000 acre-feet of State Water Project (SWP) Article 21 water stored in an ecosystem account in the Kern Fan Project with State Water Project (SWP) Table A water in Lake Oroville. The Department of Water Resources (DWR) will then make pulse flow releases of up to 25,000 acre-feet from Lake Oroville into the Feather River to provide the public ecosystem benefits. In exchange, SWP contractors' Table A demands will be met through the water stored in the ecosystem account in Kern Fan Project.

DWR is preparing a Supplemental EIR (SEIR) to provide California Environmental Quality Act (CEQA) coverage for the proposed exchange. The SEIR will also provide CEQA coverage for pulse flows from Lake Oroville for two other Water Storage Investment Projects (Chino Basin and Willow Springs). DWR expects to release the Draft SEIR at the end of October 2023, and finalize the SEIR in late Spring 2024.

In order to clarify the CEQA responsibilities associated with the SEIR, special legal counsel has collaborated with DWR legal counsel to develop two agreements. One agreement, provided as Exhibit "A, clarifies that the GBJPA is the lead agency for the Kern Fan Project and that DWR is a responsible agency. The second agreement, provided as Exhibit "B, addresses common interest and joint defense in the event that the CEQA document is challenged. Special legal counsel will be at the meeting to review the agreements with the Board.

RECOMMENDATION:

That the Board approve and authorize the General Manager to execute the California Environmental Quality Act Lead Agency Agreement Between California Department of Water Resources And Groundwater Banking Joint Powers Authority Regarding the Kern Fan Groundwater Storage Project and approve and authorize the General Manager to execute the Common Interest And Joint Defense Agreement.

LIST OF EXHIBITS:

Exhibit "A" – CEQA Lead Agency Agreement Between DWR and the GBJPA
Exhibit "B" – Common Interest and Joint Defense Agreement

**CALIFORNIA ENVIRONMENTAL QUALITY ACT LEAD AGENCY AGREEMENT
BETWEEN CALIFORNIA DEPARTMENT OF WATER RESOURCES AND
GROUNDWATER BANKING JOINT POWERS AUTHORITY
REGARDING THE KERN FAN GROUNDWATER STORAGE PROJECT**

This Agreement is made on _____, 2023, between the California Department of Water Resources (DWR) and the Groundwater Banking Joint Powers Authority (GBJPA), each individually referred to as "Party" and together as "Parties," under California Code of Regulations, Title 14, section 15051, subdivision (d) (CEQA Guidelines) to document that the GBJPA is the lead agency under the California Environmental Quality Act (CEQA) for the Kern Fan Groundwater Storage Project (Kern Fan Project), State Clearinghouse #2020049019, and to document the roles of DWR as a responsible agency for the Kern Fan Project.

A. Whereas in November 2014, California voters approved Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code §§ 79700-79798) to provide funding through State general obligation bonds to pay for a comprehensive and fiscally responsible approach for addressing the varied challenges facing California's water resources and water supply. Under Proposition 1, the State Water Storage Investment Program (WSIP) dedicated \$2.7 billion in general obligation bond funds to pay for the public benefits of water storage projects that improve the operation of the State water systems, including projects that are complimentary with the State Water Project (SWP).

B. Whereas, the GBJPA is the proponent of the Kern Fan Project and has the principal responsibility for the development of the project, which, if fully implemented, would provide more reliable water supplies for the GBJPA's members and their respective service areas and would provide the public benefits of ecosystem improvement by providing water for DWR to release as "pulse flows" from the SWP's Oroville Dam to benefit fish and ecosystems downstream of the dam. The Kern Fan Project is located near GBJPA member Rosedale-Rio Bravo Water Storage District in Kern County. SWP facilities would be used to convey water supplies to a new Kern Fan Project turnout off the California Aqueduct proposed to be constructed by the GBJPA, which will be subject to approval by DWR. From the Kern Fan Project turnout, the GBJPA proposes to construct local conveyance facilities that would be used to deliver water supplies for storage and subsequent return of water from the Kern Fan Project to the California Aqueduct.

C. Whereas, the California Water Commission (CWC) is responsible for administering the WSIP to fund the public benefits associated with the water storage projects, including the Kern Fan Project. The CWC selected the GBJPA as a recipient of bond funding to pay for the public benefits component of the Kern Fan Project.

D. Whereas, DWR is the State agency that owns, operates, and maintains the SWP, including Oroville Dam, and will, if the Kern Fan Project is fully approved and developed, make operational decisions concerning pulse flow releases for the ecosystem improvement component of the Kern Fan Project, and DWR has the responsibility under Proposition 1 to enter into public benefit agreements for emergency

water supplies. The California Department of Fish & Wildlife (DFW) is the State trustee agency for fish, wildlife, native plants, and habitats necessary for biologically sustainable populations of those species, and DFW has the responsibility under Proposition 1 to enter into public benefit agreements for the ecosystem improvements. In consultation with DWR, DFW will make recommendations about the timing and amount of pulse flow releases for the Kern Fan Project.

E. Whereas, two other WSIP projects, the Chino Basin Conjunctive Use Environmental Water Storage/Exchange Program; and the Willow Springs Conjunctive Use Project, have been proposed by other local agencies that include the public benefits of providing water to DWR to use in making pulse flow releases from Oroville Dam for ecosystem improvements. Each of these agencies have undertaken their own project-specific CEQA review and anticipate making future discretionary decisions on their projects that will be informed by the supplemental EIR's analysis of environmental effects from the proposed pulse flows.

F. Whereas, the Parties are public agencies that have discretionary approval authority for certain portions of the Kern Fan Project and the responsibility to carry out certain components of the project, and each may have a claim to serve as lead agency.

G. Whereas, CEQA Guidelines section 15051 provides that the agency that acts first on a project will normally serve as the lead agency, and the GBJPA is the agency among the Parties that has acted first on the Kern Fan Project in order to meet legal deadlines, including those for seeking and maintaining WSIP grant funding eligibility.

H. Whereas, CEQA Guidelines section 15051 further provides that when two or more public agencies may have a substantial claim to be the lead agency, the public agencies may agree among themselves to designate one of the agencies as lead agency.

I. Whereas, the purpose of this agreement is to document that the GBJPA remains the lead agency for the Kern Fan Project and DWR is a responsible agency, as provided under the terms stated below.

J. Whereas, the Parties recognize that the Kern Fan Project is subject to CEQA, that a project-specific EIR has been certified by the GBJPA to analyze and disclose the environmental impacts of the Kern Fan Project, including the environmental effects of building and operating the Kern Fan Project to provide water to DWR to make pulse flow releases, among other things.

K. Whereas, the Parties share a strong common interest in CEQA compliance for the Kern Fan Project to provide public benefits and recognize that DWR is now refining the pulse-flow-release component of the Kern Fan Project and the other two WSIP projects, and is in the process of preparing a supplemental EIR to analyze pulse flow effects as minor additions or changes to the project-specific Kern Fan Project EIR and the EIRs for the other two WSIP projects pursuant to CEQA Guidelines sections 15096 and 15163.

The Parties agree as follows:

TERMS OF AGREEMENT

1. The GBJPA shall continue to act as the CEQA lead agency for the Kern Fan Project, and will continue to fulfill all obligations of the lead agency with respect to the Kern Fan Project, as required by CEQA pursuant to CEQA Guidelines section 15051, including administering ongoing use of the existing Kern Fan Project EIR to support further discretionary decisions on the Kern Fan Project, as required by CEQA. DWR has commented and participated in the preparation of the Kern Fan Project EIR and its public review process. The GBJPA has shared with DWR drafts of the EIR, as required, and has considered and incorporated its comments as appropriate.

2. DWR shall act as a responsible agency for the Kern Fan Project for approvals within the scope of its discretionary decision-making authorities, and will fulfill all obligations of a responsible agency with respect to the Kern Fan Project, as required by CEQA. Pursuant to CEQA Guidelines section 15163, DWR, in consultation with DFW, shall be responsible for the pulse-flow component of the Kern Fan Project and for the preparation of a supplemental EIR to analyze and disclose the significance of any environmental impacts associated with the pulse-flow releases from Oroville Dam, and for conducting the public review process as required by CEQA. DWR shall share with GBJPA administrative drafts of the supplemental EIR as requested and shall consider and incorporate its comments as appropriate. Upon completion of the supplemental EIR process, DWR shall consider the original Kern Fan Project EIR as revised by the supplemental EIR in deciding whether to approve the pulse-flow component of the Kern Fan Project. Also upon completion of the supplemental EIR process, the Parties shall consider the original Kern Fan Project EIR as revised by the supplemental EIR in deciding whether to adopt any further discretionary approvals for carrying out the pulse flow component of the Kern Fan Project.

3. The Parties have and will continue to engage in cooperative efforts and consultation to effectively administer the EIR and to prepare the supplemental EIR to ensure compliance with CEQA.

4. This Agreement shall be effective upon the date of execution by all Parties.

5. This Agreement may be executed in counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument. This Agreement may be executed by electronic signature in lieu of an original signature, but the Parties shall provide an original signature upon request.

6. The Agreement will terminate upon the completion and certification of the supplemental EIR and the issuance of NODs by GBJPA as the lead agency and DWR as a responsible agency, or December 31, 2026, whichever comes first. The Parties may extend this Agreement by mutual consent in writing. A Party may terminate this Agreement by giving 60 days' notice to the other Party in writing.

STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES

Ted Craddock, Deputy Director, State Water Project

Date: _____

Approved as to legal form and sufficiency

GROUNDWATER BANKING JOINT POWERS AUTHORITY

Title:

Date: _____

Exhibit "B"

COMMON INTEREST AND JOINT DEFENSE AGREEMENT

This Joint Defense Agreement ("Agreement") is made on _____ among the California Department of Water Resources Agreement (DWR), and the Groundwater Banking Joint Powers Authority (GBJPA), and GBJPA member agencies Rosedale-Rio Bravo Water Storage District (Rosedale), and Irvine Ranch Water District (IRWD) (sometimes referred to herein individually as a "Party" or collectively as the "Parties").

RECITALS

- A. WHEREAS, DWR, and GBJPA, Rosedale, and IRWD agree to be bound by this Agreement.
- B. WHEREAS, the Kern Fan Groundwater Storage Project (Kern Fan Project) means the proposed project approved by and described in the Environmental Impact Report certified by GBJPA on December 28, 2020 (EIR);
- C. WHEREAS, IRWD and Rosedale each respectively approved the Kern Fan Project based on the EIR on January 11, 2021, and January 12, 2021.
- D. WHEREAS, a component of the Kern Fan Project is the management of up to 25,000 acre-feet ("AF") of Article 21 water from the State Water Project (SWP) in the Kern Fan Project's "Ecosystem Account" for the purpose of providing in any one year up to 25,000 AF of water to DWR to provide pulse flow releases from the SWP's Oroville Dam to benefit the downstream ecosystem, including fish in the Feather River and Sacramento-San Joaquin River Delta that are listed as threatened or endangered under the federal Endangered Species Act or California Endangered Species Act;
- E. WHEREAS, the EIR analyzed the Kern Fan Project's pulse-flow component based on the information available from DWR at that time, and DWR is now undertaking further CEQA review as a responsible agency pursuant to CEQA Guidelines sections 15162-15163 to refine and make decisions on its proposal to provide pulse flows using water exchanged with the Project's Ecosystem Account and certain other potential projects participating in the Water Storage Investment Program ("WSIP") administered by the California Water Commission in conjunction with DWR and the California Department of Fish and Wildlife.
- F. Whereas, the Parties share a common interest in CEQA compliance for the Kern Fan Project to provide public benefits and in the refinement by DWR of the pulse-flow-release component of the Kern Fan Project and two other WSIP projects, such that a supplemental EIR (SEIR) can be prepared to analyze the potential effects of pulse-flow releases as minor additions or changes to the project-specific Kern Fan Project EIR and the EIRs for the other two WSIP projects pursuant to CEQA Guidelines sections 15096 and 15163.
- G. WHEREAS, DWR's SEIR will support the development of agreements between or among the Parties to provide the public benefits from implementing the pulse-flow-component of the Kern Fan Project.
- H. WHEREAS, the Parties anticipate that interested persons may file administrative or judicial actions challenging the legality of CEQA compliance, other regulatory review, and permits or other approvals related to implementation of the pulse-flow component of the Kern Fan Project, including formation of agreements to implement the project (herein, Actions);

I. WHEREAS, despite the Parties' separate and potentially differing and/or conflicting rights and interests, the Parties and their respective counsel find, based on currently available information about the anticipated Actions and the issues expected to be raised therein, that each of the Parties shares a strong common interest in completing lawful CEQA compliance and in successfully defending against such Actions and providing the public benefits of the Kern Fan Project, including its pulse-flow component, and that the Actions are anticipated to present certain common legal and factual issues upon which the Parties share a mutuality of interest;

J. WHEREAS, the Parties find that a strong common interest exists in CEQA compliance for the Kern Fan Project, the development of agreements to provide public benefits through the implementation of pulse-flow component of the Kern Fan Project, and successfully defending against the anticipated Actions;

K. WHEREAS, the purpose of this Agreement is to protect oral, electronic, and/or written communications made between and among the Parties and/or their respective counsel, and to allow them to disclose privileged and/or confidential information and materials to each other while avoiding any suggestion of waiver and preserving, to the fullest extent possible, attorney-client privilege, attorney-work-product protections, and any other applicable privileges and protections applying to confidentiality of information, to allow for consistent representation and/or prosecution and defense of claims on issues of common interest raised in the Actions;

L. WHEREAS, this Agreement is consistent with the common interest and joint defense doctrines and concepts recognized and articulated in California Evidence Code section 912(d) and in *OXY Resources California LLC v. Superior Court* (2004) 115 Cal.App.4th 874, *Outdoor LLC v. Superior Court* (2001) 91 Cal.App.4th 334, *California Oak Foundation v. County of Tehama* (2009) 174 Cal.App.4th 1217, and their progeny, and in Rule 26(b)(3) of the Federal Rules of Civil Procedure, as construed in, and in accordance with the joint and common defense concepts articulated in cases such as *Hunydee v. United States*, 355 F.2d 183 (9th Cir. 1965); *Continental Oil Co. v. United States*, 330 F.2d 347 (9th Cir. 1964), and other cases decided regarding communication of information to further the interest of the client and communication of information that is necessary to the accomplishment of the purpose for which the Parties herein have retained counsel regarding the Actions.

THEREFORE, the Parties hereby agree as follows:

TERMS OF AGREEMENT

1. The Parties share certain common objectives and interests in the Actions and the other matters of common interest described above. Accordingly, the Parties wish to pursue their common objectives and interests in a manner that allows their respective counsel to exchange information, including confidential information, work product, litigation strategies, and confidential factual information, in a manner that precludes the waiver of any applicable privilege or similar protection. In that regard, documents and other materials and information, written or oral, that are otherwise privileged or immune from discovery under the work-product doctrine, attorney-client privilege, or any other privilege or confidentiality doctrine, but that are exchanged between or among the Parties or their counsel in connection with or concerning the Actions, and any materials derived directly or indirectly from such documents and other materials and information, shall not lose their privilege or protected status as a result of such exchange. Such disclosed documents and other materials and information, whether previously or hereafter disclosed, are hereinafter referred to as "Joint Defense Information."

2. The Parties agree to keep all Joint Defense Information confidential, provided, however: Joint Defense Information may be shared with governing board members, employees, attorneys, consultants, and/or other agents of each Party, pursuant to paragraph 6 below. Any party wishing to designate any written document as containing Joint Defense Information shall clearly mark any such written document, and each page thereof containing Joint Defense Information, as "PRIVILEGED AND CONFIDENTIAL." The Parties will use their best efforts to so mark all such written materials, and will instruct all attorneys, paralegals, clerical, and other personnel to do so; provided, however, that failure to mark such exchanged written materials shall not be treated as waiving any applicable privilege as to any materials not so marked. To the maximum extent permitted by law, the sharing of Joint Defense Information shall be undertaken in a manner that protects Joint Defense Information from public disclosure under the Ralph M. Brown Act, the Bagley-Keene Open Meeting Act, the California Public Records Act, the Discovery Act, or other applicable law.

3. The Parties intend for this Agreement to apply to all confidential and/or privileged communications, including but not limited to those made in the course of all proceedings leading up to the initiation of the Actions, and throughout the proceedings of all Actions until finally and conclusively determined by the court of last resort.

4. Nothing contained in this Agreement shall obligate any Party to disclose any information to any other Party or any other person or entity.

5. All Joint Defense Information will remain privileged and protected, notwithstanding disclosure to a Party or the Parties. Additionally, discussions between or among the Parties and/or their counsel shall be protected by the attorney work product doctrine, the attorney-client privilege, and/or any other privileges or confidentiality doctrines that may apply.

6. The Parties understand and agree that this Agreement, its terms, periodic meetings and conversations pursuant to it, any Joint Defense Information that has been or will be produced to counsel by any Party, and any Joint Defense Information obtained from any expert or consultant to any of the Parties which has been or will be produced to any Party to this Agreement or its counsel shall remain confidential and shall not be disclosed to any third party, including to any consultant retained by any Party, except as provided in Paragraph 7 immediately below. Should a Party wish to disclose any Joint Defense Information, it shall notify in writing all other Parties 10 days prior to doing so, and any Party may prohibit such disclosure of any Joint Defense Information generated by that Party by notifying the Party intending to disclose the information within 48 hours therefrom.

7. To protect Joint Defense Information from potential compelled disclosure pursuant to discovery, the Parties understand and agree, regarding any expert or consultant to whom Joint Defense Information has been provided, that such consultants will not later be designated to provide testimony in litigation without first obtaining the consent and agreement of any Party whose confidential information was provided to that expert or consultant, and to the waiver of confidentiality that may result from such designation.

8. This Agreement applies to Joint Defense Information that may have been communicated between and/or among the Parties before the formal execution of the Agreement, and to that extent, this Agreement is intended to continue the prior understanding of the Parties regarding the confidentiality of such materials and information.

9. The Parties shall each take all necessary and appropriate measures to ensure that any person who is granted access to Joint Defense Information is familiar with the terms of this Agreement and complies with its terms. Joint Defense Information shall be transmitted and maintained in such a manner so that no intentional or unintentional disclosure is made which might compromise any asserted privilege or immunity.

10. At the request and option of any Party, Joint Defense Information generated by that Party shall be returned to that Party or shall be destroyed by the receiving Party, subject to any applicable federal and state laws mandating record-keeping.

11. Disclosure of Joint Defense Information to a Party, or any agent as specified in Paragraphs 2 or 6 will be conditioned upon their agreeing to maintain the confidentiality of the Joint Defense Information. If Joint Defense Information is disclosed to any person or entities hired to assist in the Actions, the recipient, as a precondition to such disclosure, must agree in writing to maintain the confidentiality of the materials.

12. If any Joint Defense Information is divulged, disclosed, or provided to any person or entity not a Party, except as otherwise provided in this Agreement or disclosed by the author of the information, without the written consent of all Parties, it shall be construed as a violation of this Agreement and will not serve as or constitute a waiver of the attorney-client privilege, attorney work-product doctrine, or other privilege or confidentiality doctrine that may apply.

13. The Parties agree that if Joint Defense Information is sought by a non-party to this Agreement by discovery request, subpoena, deposition question, interrogatories, Public Records Act request (California Government Code section 6250 et seq.), or otherwise sought through a bona fide requirement by law or regulation (collectively a "Requirement") such Joint Defense Information shall not be disclosed except as required by applicable law or court order. The Party receiving a Public Records Act request shall be the Party that determines whether the disclosure of Joint Defense Information in its possession is required by law or court order. The Party receiving a request or demand for Joint Defense Information through a Requirement shall immediately provide written notice to all other Parties of the existence, terms, and circumstances of the request or demand, and will not disclose the Joint Defense Information at issue for at least 10 calendar days from the date of the demand or request, to give each other Party an opportunity to seek an order to prevent such disclosure. If such an order is sought, the Party that received the request or demand shall refrain from disclosing the requested or demanded Joint Defense Information until such time as a final determination is made on that order; provided, however, that the Party that received the request or demand shall not be required to refrain from disclosing the requested or demanded information if doing so would violate the law. The costs and expenses for seeking a protective order shall be borne only by the Party(ies) seeking the protective order. If a Party subject to a request or demand described in this paragraph is compelled, in the opinion of its legal counsel, to disclose Joint Defense Information in order to avoid being found in contempt or other substantial penalty, that Party shall furnish only that portion of the Privileged Information which is legally required pursuant to the order of a court and will not be liable to any other Party for the disclosure of Joint Defense Information.

14. Nothing in this Agreement shall be construed to affect the separate and independent representation of each Party by its respective counsel according to what its counsel believes to be in the respective Party's best interest. While counsel are obligated to preserve the confidentiality of Joint Defense Information, and it is expected that counsel for one Party may from time to time prepare pleadings addressing issues which counsel for another Party may decide his or her client has a common interest in and elect to join in for efficiency or other

reasons, this Agreement does not provide authority or obligation for counsel for any one Party to act for or represent the rights or interests of any Party other than the one(s) it represents.

15. This Agreement shall not create any joint venture, agency, or similar relationship among the Parties. No Party or counsel of any Party to this Agreement shall have any vote, control, or influence over the decisions of any other Party or its counsel related to the Actions. No Party shall have the authority to waive any applicable privilege or doctrine on behalf of any other Party. Nor shall any waiver of an applicable privilege or protection by any Party be construed to apply to any other Party.

16. In the event any Party ceases participating in the Actions, or for any other reason ceases to participate in this Agreement, such Party shall be obligated to continue to preserve the confidentiality of Joint Defense Information and any and all privileges pertaining to Joint Defense Information as though the Party was still part of the joint prosecution/defense arrangement.

17. The Parties agree that, in the event any Party determines that it no longer has, or no longer will have, mutuality of interest in a joint prosecution or defense for any reason, that Party will promptly notify the other Parties of its intent to withdraw from this Agreement. Written notice of withdrawal shall constitute a termination of this Agreement as to the withdrawing Party; provided, however, that no such termination shall affect or impair the continuing obligations of confidentiality and privilege with respect to Joint Defense Information previously provided to the withdrawing Party pursuant to this Agreement.

18. The Parties agree that the existence of this Agreement shall not be disclosed or used offensively or defensively in the Actions or any other proceeding (except that this Agreement may be disclosed or used by any Party hereto in any proceeding to maintain and protect, consistent with the intent of this Agreement, the confidentiality of any or all Joint Defense Information); nor will any Party claim that any counsel to a Party is disqualified from any proceeding by reason of this Agreement or the sharing of Joint Defense Information under this Agreement.

19. The Parties expressly acknowledge and agree there is no adequate remedy at law for breach of this Agreement and that, in addition to any other remedies available, performance of this Agreement may be specifically ordered or a breach hereof may be enjoined, or both.

20. This Agreement, by itself, does not obligate or authorize any Party to be responsible for or to share costs of any of the Actions with any other Party.

21. The execution of and participation in this Agreement by the Parties shall not provide the grounds for the disqualification of any attorney, consultant, or any other representative of any Party hereto, from the Actions or any future administrative or judicial proceeding arising out of the Actions.

22. To the extent that the Parties have previously agreed orally or in writing to operate under a joint defense and/or common interest agreement with respect to the Kern Fan Project, all information shared under such prior agreements shall continue to be protected by all applicable privileges. This Agreement memorializes any earlier oral agreements and incorporates and supersedes any prior written or oral agreements between or among the Parties pursuant to which confidential common-interest information or Joint Defense Information has been exchanged.

23. No amendment, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by all Parties, other than a withdrawal by a Party as provided in Paragraph 17.

24. This Agreement shall be interpreted in accordance with the laws of the State of California.

25. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue to be fully operative.

26. Each signatory to this Agreement hereby represents and warrants that he/she executed this Agreement on behalf of his/her client only after fully apprising his/her client of the provisions of this Agreement and their meaning and obtaining all necessary authority to enter into this Agreement on his/her client's behalf.

27. The Parties intend that this Agreement may be signed in separate counterparts, each of which shall be binding on all parties who are signatory to any counterpart. This Agreement may be executed by electronic signature in lieu of an original signature, but the Parties shall provide an original signature upon request.

28. This Agreement shall become effective upon the date written above after the execution of all the Parties.

STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES

Date: _____

Ted Craddock, Deputy Director, State Water Project

Approved as to legal form and sufficiency

GROUNDWATER BANKING JOINT POWERS AUTHORITY

Date: _____

Title

ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT

Title

Date: _____

IRVINE RANCH WATER DISTRICT

Title

Date: _____