

AGENDA

IRVINE RANCH WATER DISTRICT SUPPLY RELIABILITY PROGRAMS COMMITTEE

THURSDAY, DECEMBER 21, 2017

CALL TO ORDER 3:00 p.m., Committee Room, Second Floor, District Office
15600 Sand Canyon Avenue, Irvine, California

ATTENDANCE Committee Chair: Peer Swan _____
Member: Douglas Reinhart _____

<u>ALSO PRESENT</u>	Paul Cook	_____	Kellie Welch	_____
	Rob Jacobson	_____	Patrick Sheilds	_____
	Ray Bennett	_____	Paul Weghorst	_____
	Jo Ann Corey	_____	Dane Johnson	_____
	Fiona Sanchez	_____	Christine Compton	_____

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. WATER BANKING PROJECT FACILITIES, CAPACITIES, OPERATIONS AND PROGRAMS OVERVIEW – JOHNSON/WELCH/SANCHEZ/ WEGHORST

Recommendation: Receive and file.

ACTION

6. DRAFT TERMS FOR LONG TERM EXCHANGE PROGRAM WITH ANTELOPE VALLEY-EAST KERN WATER AGENCY – WELCH/ SANCHEZ/WEGHORST

Recommendation: That the Committee provide input on the proposed terms for a long term exchange program with the Antelope Valley-East Kern Water Agency and authorize staff to work with Antelope Valley-East Kern Water Agency to refine the terms for further consideration by the Committee.

ACTION (Continued)

7. **UPDATE ON CONCEPTUAL TERMS FOR INTERIM AGREEMENT TO
DEVELOP THE KERN FAN GROUNDWATER STORAGE PROJECT
WELCH/SANCHEZ/WEGHORST**

Recommendation: That the Committee provide feedback on the revised conceptual terms and associated comments received related to an Interim Agreement with Rosedale-Rio Bravo Water Storage District that would provide for early project planning activities and the formation of a Joint Powers Authority that would oversee the planning, design, construction and operation of the Kern Fan Project.

OTHER BUSINESS

8. Directors' Comments

9. 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 at the entrance of the meeting room at the District Office. The Irvine Ranch Water District Committee Room is wheelchair accessible. If you require any special disability-related accommodations (e.g., access to an amplified sound system, etc.), please contact the District Secretary at (949) 453-5300 during business hours at least seventy-two (72) hours prior to the scheduled meeting. This agenda can be obtained in an alternative format upon written request to the District Secretary at least seventy-two (72) hours prior to the scheduled meeting.

December 21, 2017

Prepared by: D. Johnson/K. Welch

Submitted by: F. Sanchez/P. Weghorst *FW*

Approved by: Paul A. Cook *PAW*

SUPPLY RELIABILITY PROGRAMS COMMITTEE

WATER BANKING PROJECT FACILITIES, CAPACITIES, OPERATIONS AND PROGRAMS OVERVIEW

SUMMARY:

Staff has prepared information related to IRWD's water banking facilities, capacities, exchange programs and operations that may serve as reference during Committee meetings. The information is presented in a format that can be updated as necessary to reflect changes in IRWD's projects, programs and operations. At the Committee meeting, staff will review this information and provide an update on ongoing efforts to increase recharge rates and to secure additional water for recharge at IRWD's water banking projects.

BACKGROUND:

To assist with the facilitation of Committee meeting discussions, staff has prepared reference materials in tabular, map and schematic formats that describe IRWD's water banking facilities, capacities, operations and exchange programs. The reference materials will be updated, as needed, to reflect changes to the projects, programs and operations. Following is an overview of the reference materials provided. Information is also provided related to IRWD's 2017 water banking operations, current recharge rates, a recharge pond infiltration study, and ongoing efforts to secure additional water for recharge at IRWD's water banking projects.

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 attached as Exhibit "A". Exhibits "B" and "C" provide an update on water banking recovery and recharge operations and 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. The recharge quantities shown for 2017 in Exhibit "C" may be subject to further adjustments for Cross Valley Canal (CVC) conveyance losses. Both Exhibits "B" and "C" include a column that provides totals for each water type and storage location.

2017 Operations Update:

Exhibits "B" and "C" provide current estimates of the amounts and types of water recharged in 2017. As shown in Exhibit "B", a total of 19,869 acre-feet (AF) of water was delivered and recharged at IRWD's water banking projects as follows:

To Strand and Stockdale West Projects:

- 13,654 AF of high flow Kern River Water from Buena Vista Water Storage District;
- 1,574 AF of State Water Project (SWP) Table A water from Dudley Ridge Water District (DRWD);

- 3,488 AF of SWP Article 21 water from DRWD; and
- 578 AF of SWP Table A water from Carpinteria Valley Water District.

To Kern Water Bank:

- 575 AF of SWP Article 21 water combined with other non-SWP supplies.

In October 2017, Metropolitan Water District of Southern California (Metropolitan) delivered 94 AF to IRWD's Jackson Ranch to fulfill a return water obligation under IRWD's unbalanced exchange program with Dudley Ridge Water District. This delivery is reflected in Exhibits "B" and "C".

Current Recharge Rates:

Rosedale-Rio Bravo Water Storage District (Rosedale) has recently been using the Strand and Stockdale West facilities as necessary to recharge water on its own behalf. Due to limited CVC capacity, there are no water deliveries currently being made to the Strand and Stockdale basins. Before recharge activities ceased, the recharge rate at the south recharge basins on the Strand Ranch was 0.27 feet per day and the recharge rate on the north basins was approximately 0.36 feet per day. Staff is working with Rosedale to conduct a pond infiltration study of the south Strand Ranch basins as described below.

Pond Infiltration Study:

Staff has been coordinating with Rosedale in conducting a pond infiltration study using the recharge basins on the south side of the Strand Ranch. On November 1, 2017, Rosedale initiated the study by measuring baseline recharge rates. On November 10, water deliveries were terminated into recharge basins numbered 4, 5 and 6 on the Strand Ranch. The locations of these three basins are shown on Exhibits "E" and "F". Once these three basins were sufficiently dried, Rosedale began implementing various land treatments through the use of a contractor. Rosedale contracted to have approximately three inches of silt removed from one of the basins. On the second basin, Rosedale had the contractor scrape off a fine layer of silt and then rip the bottom of the basin to a depth of 30 inches. The third basin was allowed to dry and crack with no further treatment. The land treatments that were implemented at the three basins were completed on December 18. Rosedale will soon refill the basins and conduct new infiltration rate measurements which will be compared against the baseline rates to determine the effectiveness of the three different land treatments. At the meeting, staff will update the Committee on recent activities related to the study. Staff expects to present the results of the Strand Pond Infiltration Study to the Committee in January.

2018 Recharge Opportunities:

Staff has been pursuing additional opportunities to secure recharge water for 2018. At the Committee meeting, staff will provide an update on efforts to secure water from:

- Antelope Valley-East Kern Water Agency;
- Central Coast Water Authority;
- Dudley Ridge Water District;
- Metropolitan Water District of Southern California; and

- Other Opportunities.

Project Maps:

To support the tables provided as Exhibits “A”, “B” and “C”, staff has prepared maps that depict project wells and pipelines, recharge basins and CVC turnout locations, along with current recharge rates. These maps are provided as Exhibits “D”, “E”, and “F”, respectively. The facilities shown on these maps are associated with the Strand Ranch, Stockdale West, Stockdale East and Rosedale Drought Relief Projects.

Program Agreement Diagrams:

Schematic diagrams have been prepared that depict the IRWD water banking and exchange programs with Rosedale, Buena Vista Water Storage District, DRWD and Metropolitan Water District of Southern California. These diagrams are provided as Exhibits “G”, “H”, “I”, “J” and “K” as described in the List of Exhibits.

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” – Map of Water Banking Project Wells and Pipelines
- Exhibit “E” – Map of Water Banking Recharge Basins and Cross Valley Canal Turnout Facilities
- Exhibit “F” – Map of Water Banking Recharge Rates
- Exhibit “G” – Diagram of IRWD-Rosedale Water Banking and Exchange Program Agreements
- Exhibit “H” – Diagram of Long-Term Water Exchange Program with Buena Vista Water Storage District and Diagram of One-Year Program to Augment Recharge Using Stockdale West Recharge Facilities with Buena Vista Water Storage District
- Exhibit “I” – Diagram of Unbalanced Exchange Program Diagram with DRWD
- Exhibit “J” – Diagram of Coordinated Operating, Water Storage, Exchange and Delivery Agreement with Metropolitan
- Exhibit “K” – Diagram of Template Wheeling Agreement with Metropolitan

Exhibit "A"

TABLE 1
Current and Anticipated Water Banking Projects
Recharge, Storage and Recovery Capacities
 December 21, 2017

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 (DEC. 2016 CONDITIONS) ²	RECOVERY CAPACITY AS PLANNED	RECOVERY CAPACITY CURRENT CONDITIONS
Strand Ranch	Yes	7	-	50,000	17,500	-	17,500	-	40.0	27.0	-	-
Stockdale West	Yes	-	3	26,000	27,100	-	11,250	-	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	-	-	-
Kern Water Bank Storage Account ⁵	No	-	-	9,495	3,200	-	6,330	-	-	-	-	-
TOTALS		7	8	126,000	44,600	19,000	28,750	7,500	70.0	27.0	10.0	0.0
Partner Capacities ⁴				36,000	22,300	9,500	12,000	0	35.5	27.0	-	-
IRWD Capacities				90,000	22,300	9,500	16,750	7,500	34.5	0.0	-	-
IRWD's recovery <i>during</i> 6 month partner recovery period (AF)									12,420	0.0	-	-
IRWD's recovery <i>after</i> 6 month partner recovery period (AF)									4,330	6,733	-	-
TOTALS (AF)									16,750	6,733	-	-
Number of months needed to recover IRWD's total AF after partners' recovery (Assumes IRWD has use of total recovery capacity after partners' recovery)									8.1	14.0	-	-

¹ Based 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.

² Strand Ranch wells currently idle.

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

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

⁵ Kern 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 (10/26/2015).

Exhibit "B"

TABLE 2
IRWD's Water Banking Storage, Recharge and Recovery Operations - BEFORE LOSSES
 December 21, 2017

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 2016 (AF)						
Total Kern Water Bank	-	4,741	-	-	-	4,741
Total MWD System ⁴	8,349	-	-	-	649	8,998
Total Kern County	437	10,835	-	-	-	11,272
TOTAL STORED WATER (1/1/2016)	8,786	15,576	-	-	649	25,011
(RECOVERY) AND RECHARGE IN 2016 (AF)						
Kern Water Bank	-	24	-	-	-	24
2016 SWP Allocation (MWD system) ³	524	-	-	-	525	1,049
TOTAL 2016 TRANSACTIONS	524	24	-	-	525	1,073
Total Kern Water Bank	-	4,765	-	-	-	4,765
Total MWD System	8,873	-	-	-	1,174	10,047
Total Kern County	437	10,835	-	-	-	11,272
TOTAL STORED WATER (1/1/2017)	9,310	15,600	-	-	1,174	26,084
(RECOVERY) AND RECHARGE IN 2017 (AF)						
Kern Water Bank Deliveries ⁵	529	46	-	-	-	575
2017 SWP Allocation (85%) ³	787	-	-	-	787	1,574
2017 SWP Article 21 ⁶	1,744	-	-	-	1,744	3,488
SWP Table A (CCWA 2017 Exch.)	289	-	-	289	-	578
High Flow Kern River	-	6,827	6,827	-	-	13,654
MWD Water to Jackson Ranch ⁷	-	-	-	-	(94)	(94)
TOTAL ESTIMATED 2017 TRANSACTIONS	3,349	6,873	6,827	289	2,437	19,775
ESTIMATED WATER IN STORAGE 2017 (AF)						
Total Kern Water Bank	529	4,811	-	-	-	5,340
Total MWD System	8,873	-	-	-	1,174	10,047
Total Kern County	3,257	17,662	6,827	289	2,437	30,472
TOTAL ESTIMATED STORED WATER TO DATE	12,659	22,473	6,827	289	3,611	45,859

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 SWP allocation water is stored in Kern County.

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

⁵ Article 21 amounts delivered to Kern Water Bank are estimated.

⁶ Article 21 was delivered to Strand Ranch/Stockdale West from 3/8/17 - 3/22/17. Deliveries made pursuant to the DRWD/MWD Unbalanced Exchange Program. 9 AF of additional CVC losses, split among IRWD and DRWD, are reflected in these amounts.

⁷ Water returned to Kings County by MWD for use on IRWD's Jackson Ranch.

Exhibit "C"

TABLE 3
IRWD's Water Banking Storage, Recharge and Recovery Operations - AFTER LOSSES
 December 21, 2017

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 2016 (AF)						
Total Kern Water Bank	-	4,267	-	-	-	4,267
Total MWD System ⁴	7,393	-	-	-	649	8,042
Total Kern County	389	9,675	-	-	-	10,064
TOTAL STORED WATER (1/1/2016)	7,782	13,942	-	-	649	22,373
(RECOVERY) AND RECHARGE IN 2016 (AF)						
Kern Water Bank	-	22	-	-	-	22
2016 SWP Allocation (MWD system) ³	524	-	-	-	525	1,049
TOTAL 2016 TRANSACTIONS	524	22	-	-	525	1,071
Total Kern Water Bank	-	4,289	-	-	-	4,289
Total MWD System	7,917	-	-	-	1,174	9,091
Total Kern County	389	9,675	-	-	-	10,064
TOTAL STORED WATER (1/1/2017)	8,306	13,964	-	-	1,174	23,444
(RECOVERY) AND RECHARGE IN 2017 (AF)						
Kern Water Bank Deliveries ⁵	476	41	-	-	-	518
2017 SWP Allocation (85%) ³	669	-	-	-	708	1,377
2017 SWP Article 21 ⁶	1,479	-	-	-	1,566	3,044
SWP Table A (CCWA 2017 Exch.)	246	-	-	246	-	491
High Flow Kern River	-	5,803	6,144	-	-	11,947
MWD Water to Jackson Ranch ⁷	-	-	-	-	(94)	(94)
TOTAL ESTIMATED 2017 TRANSACTIONS ⁸	2,869	5,844	6,144	246	2,180	17,283
ESTIMATED WATER IN STORAGE 2017 (AF)						
Total Kern Water Bank	476	4,330	-	-	-	4,806
Total MWD System	7,917	-	-	-	1,174	9,091
Total Kern County	2,782	15,478	6,144	246	2,180	26,829
TOTAL ESTIMATED STORED WATER TO DATE	11,175	19,808	6,144	246	3,354	40,726

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 SWP allocation water is stored in Kern County and reflects the delivery of 94 AF to IRWD's Jackson Ranch tenant.

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

⁵ Article 21 amounts delivered to Kern Water Bank are estimated.

⁶ Article 21 was delivered to Strand Ranch/Stockdale West from 3/8/17 - 3/22/17. Deliveries made pursuant to the DRWD/MWD Unbalanced Exchange Program. 9 AF of additional CVC losses, split among IRWD and DRWD, are reflected in these amounts.

⁷ Water returned to Kings County by MWD for use on IRWD's Jackson Ranch.

⁸ 2017 transactions may be adjusted for conveyance losses in CVC.

Exhibit "D"



Location Map: IRWD Water Banking Projects Wells and Turnin Pipelines

MAP FEATURES

- Existing Extraction Well
- Planned Extraction Well
- Well Under Construction
- Well Discharge Pipelines
- Stockdale East
- Stockdale West
- Strand Ranch

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

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

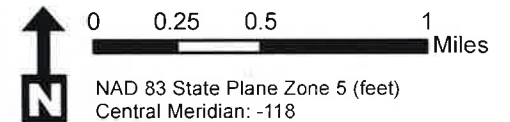


Exhibit "E"

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 as well as existing and anticipated pipelines and turnout facilities.

Existing Siphon
50 CFS Capacity
From Strand

Construction Complete
(Not Yet Operational)
Stockdale West Turnout
100 CFS Capacity

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

Cross Valley Canal

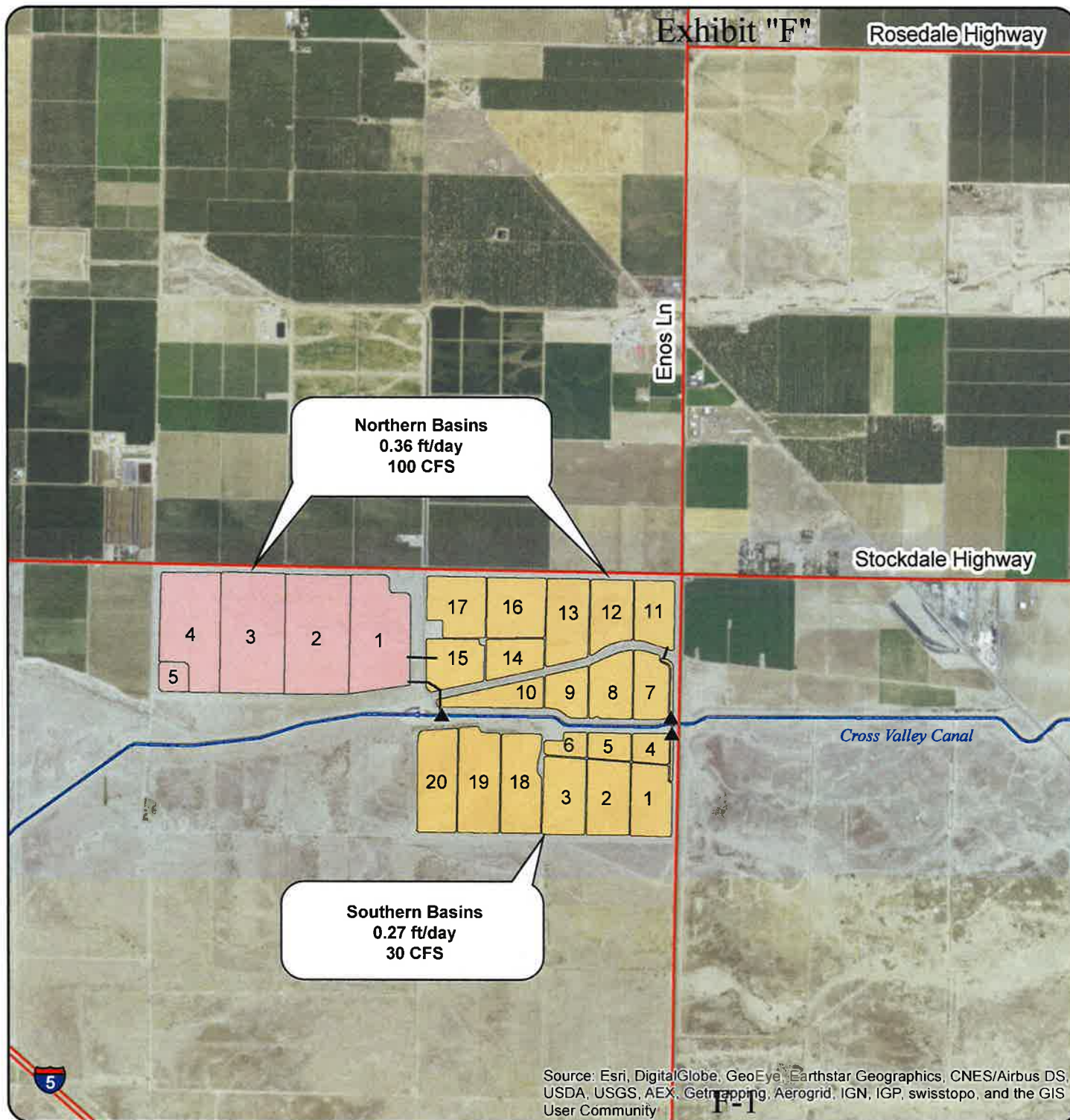
Stockdale Highway

Enos Ln

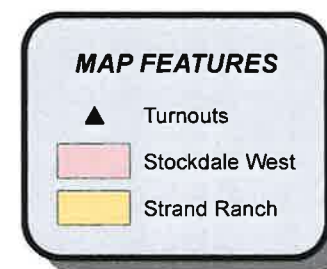
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



0 0.25 0.5 1
Miles
NAD 83 State Plane Zone 5 (feet)
Central Meridian: -118



**Location Map:
IRWD Water Banking Projects
Recharge Rates**



This figure shows the location of recharge basins and their associated recharge rates as of December 2017.

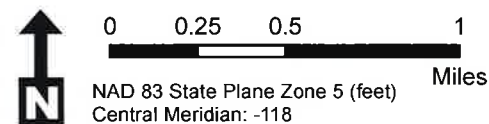


Exhibit "G"

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)

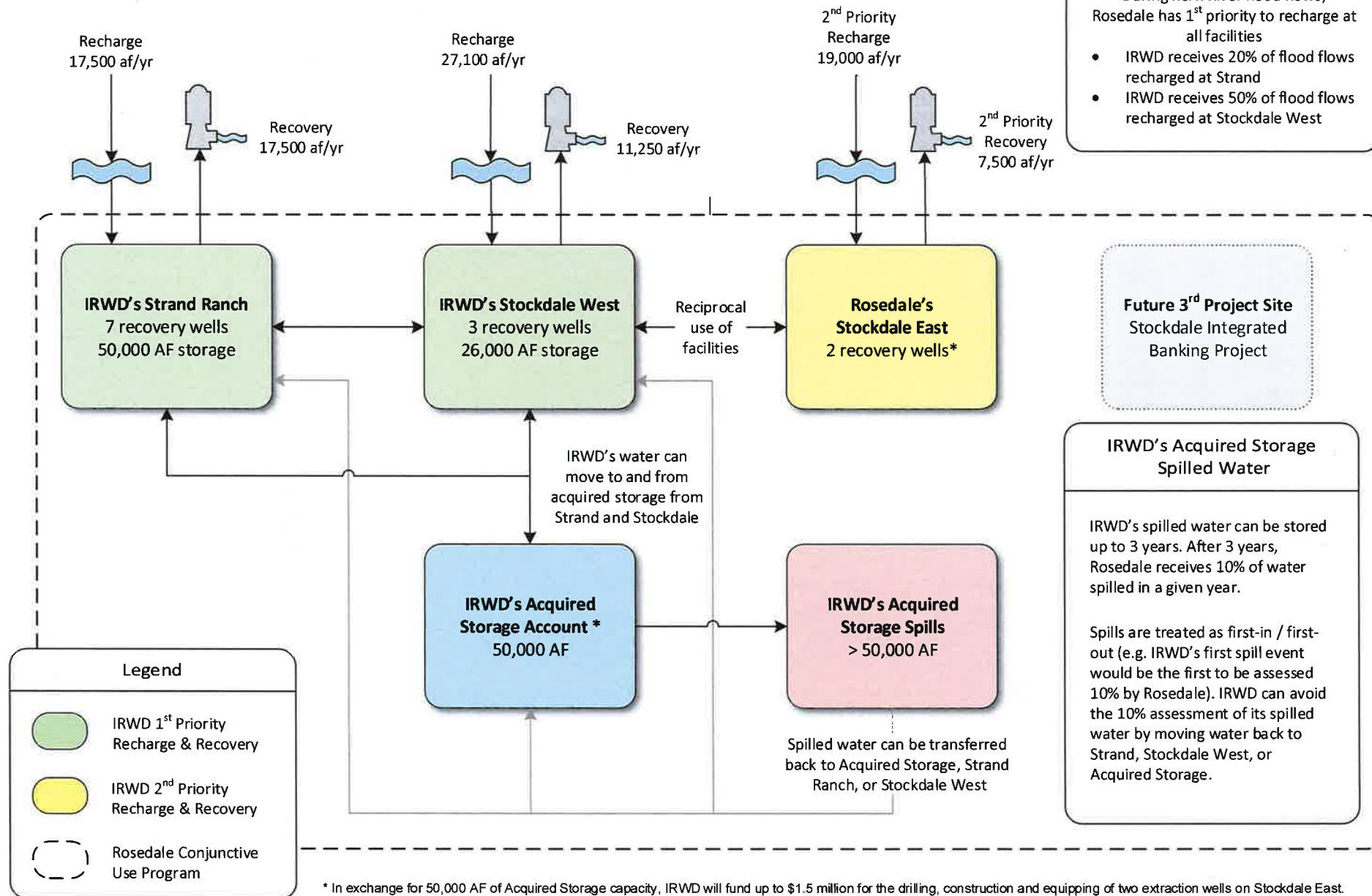
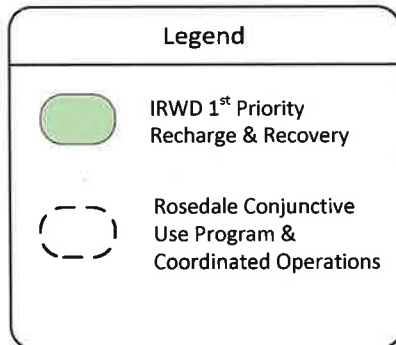
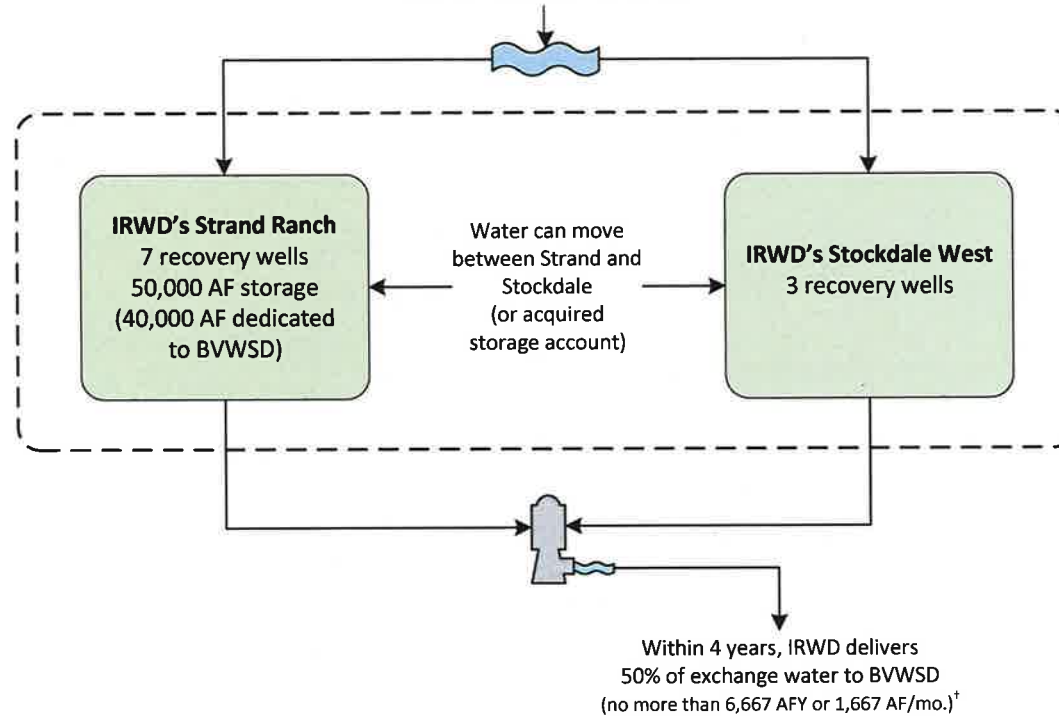


Exhibit "H"

Buena Vista Water Storage District Long Term Water Exchange Program

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

BVWSD delivers non-SWP water to Strand Ranch or to
Stockdale West through Rosedale coordinated operations
(IRWD receives 50%)
(Up to 17,500 AFY or 4,375 AF/mo.)

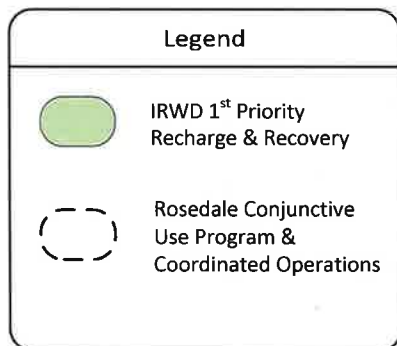
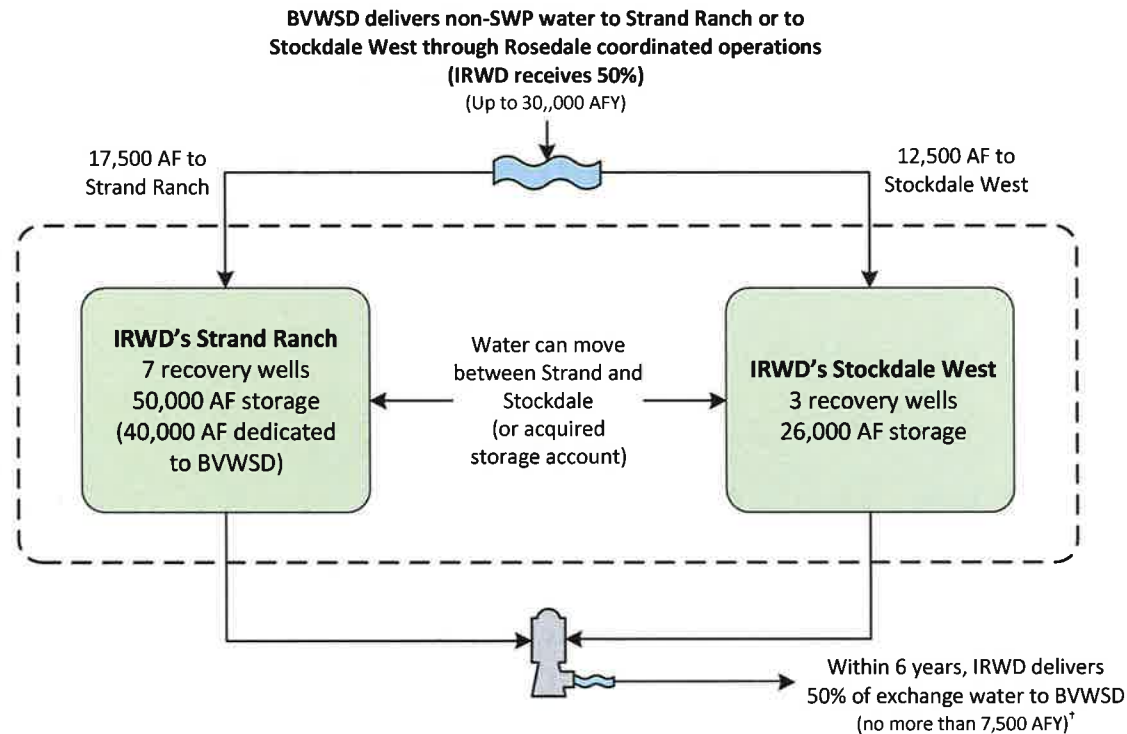


[†]IRWD shall remit one-half of the exchanged supply less one-half of reasonable losses back to BV no later than December 31st of the 4th year following the associated recharge event. IRWD pays for recovery of water returned to BV. Water to be remitted back to BV may remain in storage at Strand Ranch 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%

Exhibit "H"

Buena Vista Water Storage District One-Year Program to Augment Recharge Using Stockdale West Recharge Facilities Effective 4/1/2017 through 3/20/2018



*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:

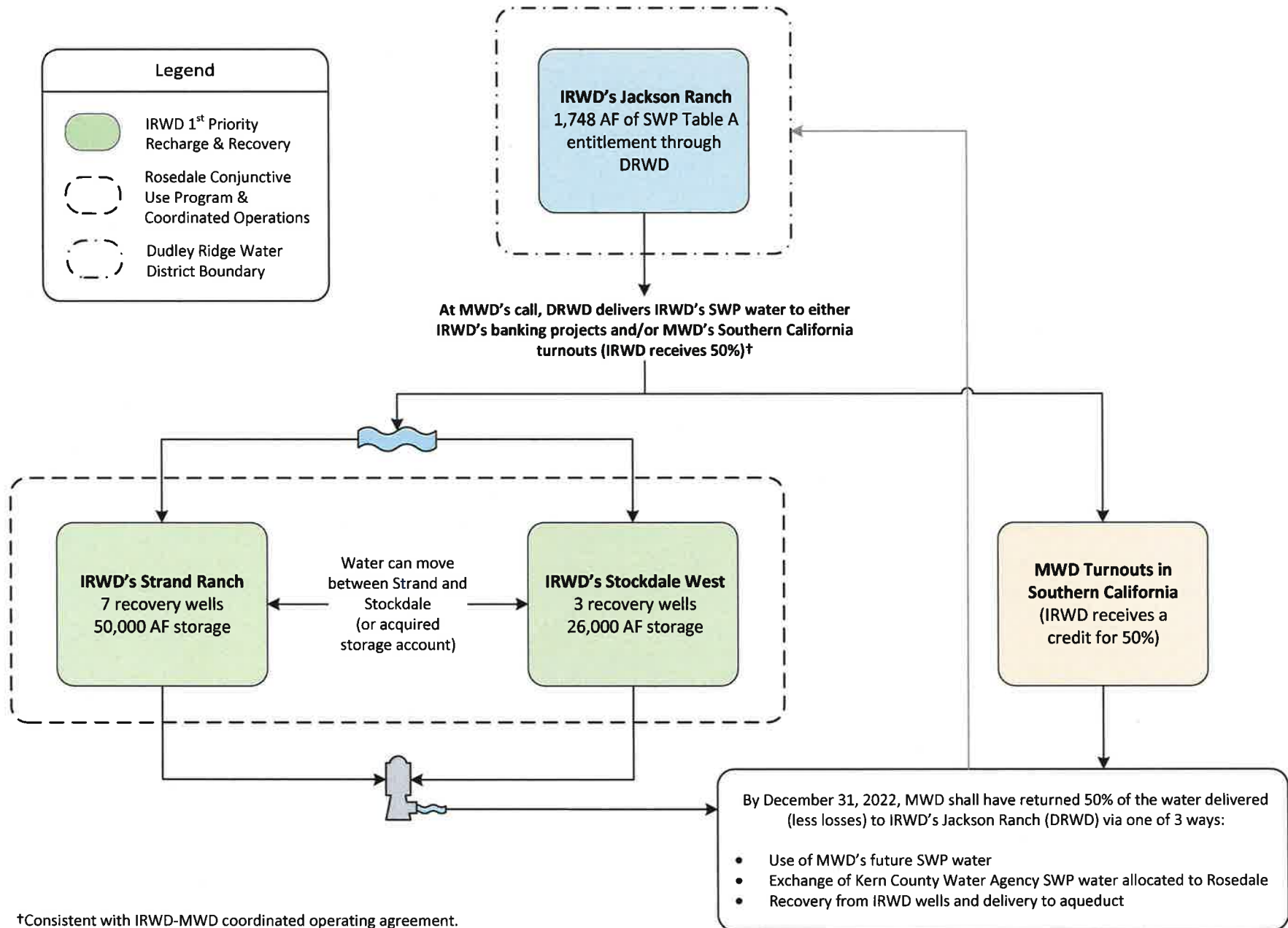
Modified for 1-Year Recharge Program Only

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 "I"

Dudley Ridge Water District (DRWD) Unbalanced Exchange Program

Up to 8,700 AF delivered from 12/16/2013 through 12/31/2017



†Consistent with IRWD-MWD coordinated operating agreement.

Exhibit "J"

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

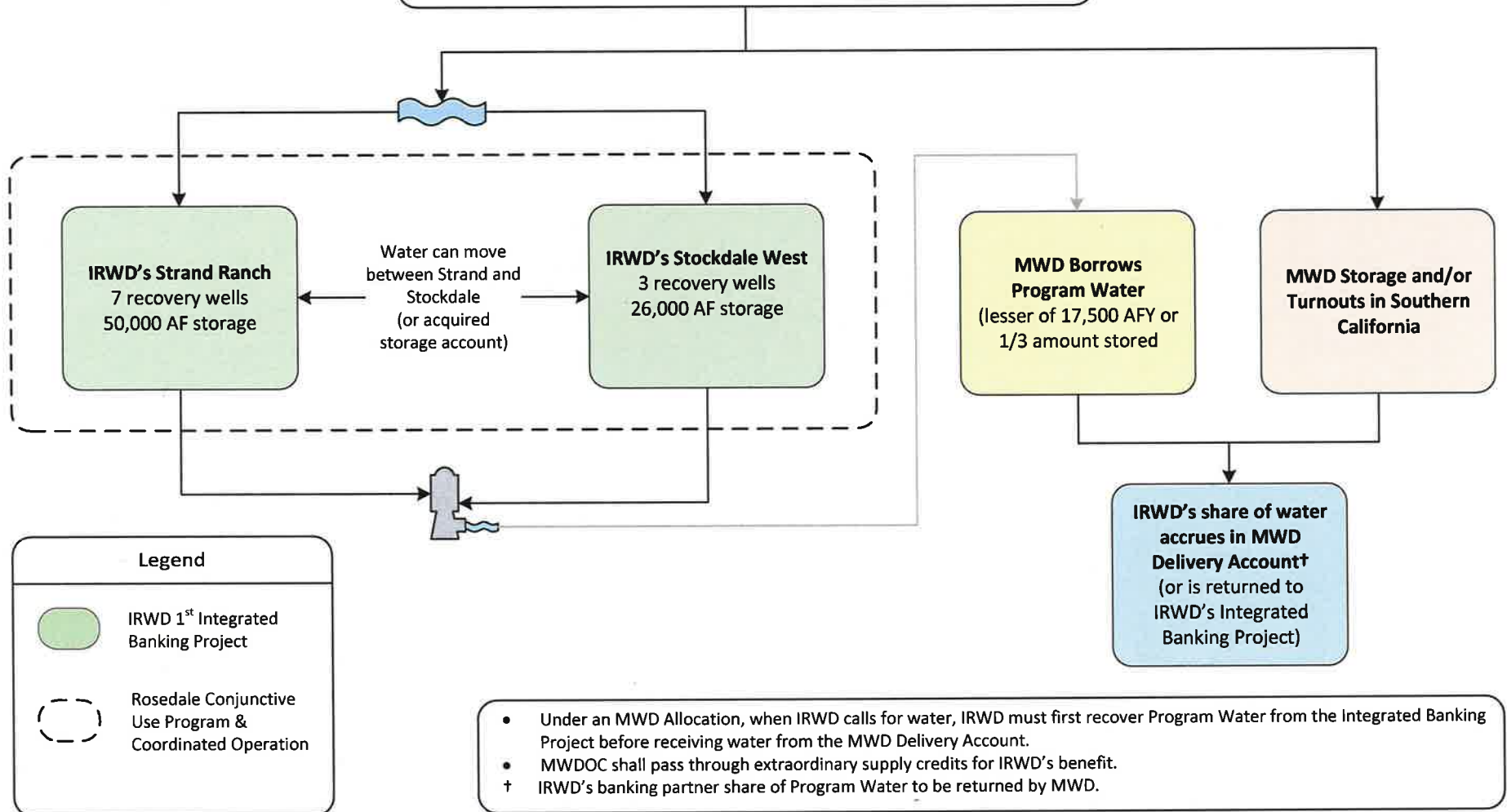
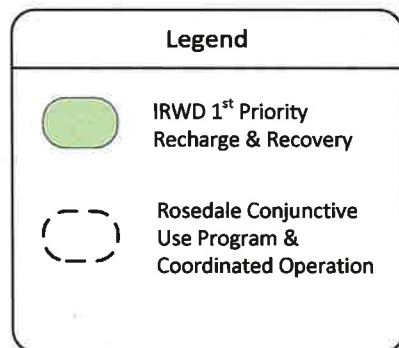
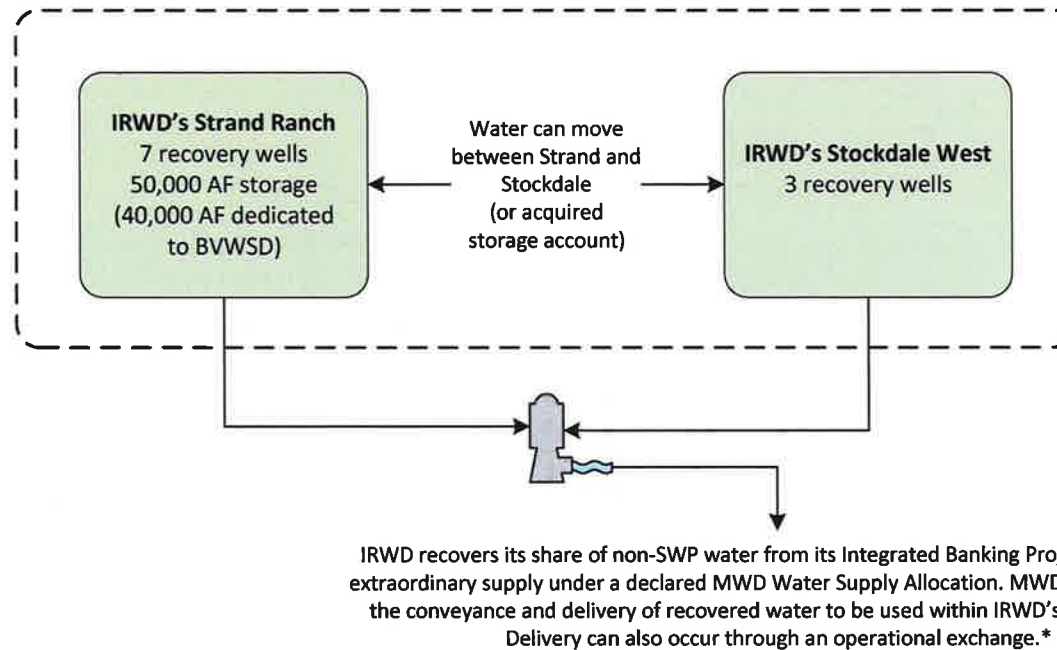


Exhibit "K"
Agreement for Conveyance of Water Between MWD, MWDOC, and IRWD (Wheeling Agreement)
Template for future agreements



*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.

December 21, 2017

Prepared by: K. Welch

Submitted by: F. Sanchez/P. Weghorst *paw*

Approved by: Paul A. Cook *Paul A. Cook*

SUPPLY RELIABILITY PROGRAMS COMMITTEE

DRAFT TERMS FOR LONG-TERM EXCHANGE PROGRAM WITH ANTELOPE VALLEY-EAST KERN WATER AGENCY

SUMMARY:

In November 2017, staff met with the General Manager of Antelope Valley-East Kern Water Agency (AVEK) to discuss implementing a mutually beneficial long-term unbalanced exchange program. As a follow up to the meeting, staff has prepared draft terms for a long-term exchange program that would allow AVEK to deliver State Water Project (SWP) water into storage at the Stockdale Integrated Banking Project (Stockdale Water Bank) on a 2-for-1 basis. The exchange program would be allocated a total capacity of 20,000 AF. Staff recommends that the Committee provide input on the proposed draft terms for a long-term exchange program with AVEK and authorize staff and legal counsel to work with AVEK and its legal counsel in the preparation of an exchange program agreement to be submitted for consideration by the full Board of Directors.

BACKGROUND:

AVEK is a State Water Project (SWP) Contractor that has Table A supplies in excess of demands and that also exceed the storage capacity of its own water banking facilities in the Antelope Valley. On November 28, 2017, staff met with the General Manager of AVEK to discuss implementing a mutually beneficial long-term exchange program that would allow AVEK to deliver SWP water into storage at the Stockdale Water Bank on a 2-for-1 basis. At the meeting, staff was asked to prepare draft terms for the program. In response to this request, staff has prepared draft terms for a long-term unbalanced exchange program with AVEK. These terms are provided as Exhibit "A" and are similar to the terms of the short-term exchange program agreement that IRWD and AVEK executed in 2011.

Overview of Exchange Program Terms:

The proposed terms for the long-term unbalanced exchange program would allow AVEK to deliver SWP water for recharge into storage at the Stockdale Water Bank on a 2-for-1 basis. AVEK would be allowed to deliver water into storage multiple times between now and 2035. The total amount of storage that would be dedicated to the exchange program would be 20,000 AF. IRWD would return half of the water less a proportional share of losses to AVEK by the end of the seventh full year after each associated recharge event. At the Committee meeting, staff will present additional details associated with the terms for the proposed long-term program with AVEK. Staff recommends that the Committee provide input on the proposed draft terms for a long-term exchange program with AVEK.

FISCAL IMPACTS:

It is expected that IRWD would pay about \$42 per AF for the recharge of its share of the SWP water delivered into storage by AVEK. Recovery of IRWD's share of the water would cost approximately \$79 per AF. IRWD and AVEK would equally share the cost of administration fees charged by the Kern County Water Agency, which are expected to be \$5 per AF for the water delivered into storage.

ENVIRONMENTAL COMPLIANCE:

Final Environmental Impact Reports for the Strand Ranch and Stockdale Integrated Banking Project was prepared, certified and approved in compliance with the California Environmental Quality Act (CEQA) of 1970 as amended, codified at California Public Resources Code Sections 21000 et. seq., and the State CEQA Guidelines in the Code of Regulations, Title 14, Division 6, Chapter 3. Rosedale, as lead agency, filed Notice of Determinations for both the Strand Ranch and Stockdale Integrated Banking Projects with the County of Kern. IRWD, as a responsible agency, filed Notice of Determinations with the County of Orange and with the County of Kern.

RECOMMENDATION:

That the Committee provide input on the proposed terms for a long-term exchange program with Antelope Valley-East Kern Water Agency and authorize staff and legal counsel to work with AVEK and its legal counsel in the preparation of an exchange program agreement to be submitted for consideration by the full Board of Directors.

LIST OF EXHIBITS:

Exhibit "A" – Proposed Terms for a Long-Term Exchange Program Between Irvine Ranch Water District and Antelope Valley-East Kern Water Agency

EXHIBIT "A"

DRAFT

Proposed Terms for a Long-Term Exchange Program Between Irvine Ranch Water District and Antelope Valley-East Kern Water Agency (AVEK) December 21, 2018

Parties	Irvine Ranch Water District (IRWD); and Antelope Valley-East Kern Water Agency (AVEK)
Description	IRWD and AVEK would implement a Long-Term Exchange Program (Exchange Program) that would allow AVEK to deliver State Water Project (SWP) water into storage at IRWD's Stockdale Integrated Banking Project (Water Bank) on a 2-for-1 basis. Recharge and recovery facilities at both the Strand Ranch and Stockdale Integrated Banking Projects could be used to deliver water in and out of storage at the Water Bank.
Term	The Exchange Program would end on December 31, 2035
Storage Capacity	Up to 20,000 AF of storage capacity in the Water Bank would be dedicated to the Exchange Program. The maximum account balance to be allocated for the storage of AVEK's share of the water stored in the Water Bank would be 10,000 AF. IRWD at its sole discretion could increase the total storage capacity allocated to the Exchange Program with a proportional increase in AVEK's maximum account balance. IRWD could also reduce the total storage capacity and maximum account balance allocated to AVEK should AVEK not exercise its ability to deliver water into storage at the Water Bank.
Exchange Water	AVEK will supply SWP water to the Water Bank available to AVEK through its SWP Contract with the Department of Water Resources (DWR). One-half of the Exchange Water delivered into storage would be deemed transferred to IRWD.
Return Water	Water shall be returned, when requested by AVEK, at an annual rate of no more than one-third of the maximum account balance allocated to AVEK, after losses and not to exceed 3,333 AF per year. IRWD could allow AVEK to recover more water in a year, should IRWD determine that the use of additional recovery capacity by AVEK would not infringe on IRWD's ability to recover water for itself and/or IRWD's other partners. AVEK's share of the water recharged and stored may not remain in storage beyond the end of the 7th calendar year after the delivery of water into storage in the Water Bank. For example, if 10,000 AF of water (after losses) is delivered by AVEK into storage in year 1, then AVEK's 5,000 AF share must be returned by the end of year 8. If another 10,000 AF of water (after losses) is delivered by AVEK into storage in year 3, then AVEK's 5,000 AF share must be returned by the end of year 10.
Losses	Water Banking losses shall be shared equally between IRWD and AVEK (between 11 and 15%). AVEK and IRWD each may incur additional conveyance losses of 1% to 2% in the Cross Valley Canal (CVC) for conveyance of each agencies share of the water, as measured and assessed by Kern County Water Agency.

Recharge Costs	IRWD and AVEK would each be responsible for one-half of all costs assessed to IRWD by Rosedale-Rio Bravo Water Storage District (Rosedale) for recharging water at the Water Bank. These costs may include Rosedale's administrative charge, charges assessed by the Kern County Water Agency (KCWA), Cross Valley Canal (CVC) Standby, applicable CVC pumping and O&M costs, and applicable fixed and variable O&M Water Bank costs.
SWP Fixed and Variable Costs	IRWD and AVEK would each be responsible for one-half of all SWP related variable costs incurred with making the Exchange Water available for recharge at the Water Bank. AVEK shall pay all fixed SWP costs associated with making the water available for recharge, including water that will be allocated to IRWD.
Recovery Costs	IRWD and AVEK would each be responsible for actual costs of recovery for each agency's respective share of the water either through well pumping or by exchange. These costs may include Rosedale's administrative charge, charges assessed by the KCWA, CVC Standby, O&M, and applicable CVC pumping costs, and applicable fixed and variable O&M Water Bank costs. AVEK will pay all conveyance costs in the Aqueduct associated with the delivery of recovered water to AVEK's service area or other AVEK delivery points. IRWD and AVEK would each share any costs assessed by Rosedale under its Long Term Operations Plan for implementing provisions of the MOUs to prevent impacts from operations. It is expected that banking projects, such as the Water Bank, will be required to contribute \$2.00/AF for recovered water to a fund, which may be used to meet mitigation obligations.
Agency Coordination	IRWD and AVEK would cooperate with DWR and Metropolitan Water District of Southern California in preparing all necessary agreements to facilitate the Exchange Program.
Environmental Compliance	Both parties shall comply with California Environmental Quality Act (CEQA) and cooperate with one another with respect to CEQA compliance that may be required by the DWR for the proposed Exchange Program. IRWD has already conducted environmental review under CEQA for the Strand and Stockdale Integrated Banking Projects that takes into consideration the delivery, storage and recovery of SWP water. Rosedale certified and IRWD and approved the CEQA documents for the Strand and Stockdale Integrated Banking Projects. IRWD and AVEK will share equally any additional costs associated with environmental review or permitting deemed necessary for delivering AVEK water into storage (however, none are expected). Both IRWD and AVEK shall each be responsible for any other environmental review or permitting necessary to implement the Exchange Program within their own respective service areas.
General Expenses	Each Party would be responsible for its own fees and expenses arising out of the negotiation and execution of the Exchange Program Agreement, obtaining necessary approvals and the like.

December 21, 2017

Prepared by: K. Welch

Submitted by: F. Sanchez/P. Weghorst *PAW*

Approved by: Paul A. Cook *PAW*

SUPPLY RELIABILITY PROGRAMS COMMITTEE

UPDATE ON CONCEPTUAL TERMS FOR INTERIM AGREEMENT TO DEVELOP THE KERN FAN GROUNDWATER STORAGE PROJECT

SUMMARY:

On August 14, 2017, Irvine Ranch Water District and Rosedale-Rio Bravo Water Storage District (Rosedale) jointly submitted a grant application to the California Water Commission (CWC) for the proposed Kern Fan Groundwater Storage Project (Kern Fan Project). Grant funds will be awarded by the CWC to qualified projects through its Water Storage Investment Program (WSIP). Since the last Committee meeting, staff has worked with Rosedale to revise conceptual terms for an Interim Agreement that would provide for early project planning activities and the formation of a Kern Fan Project Joint Powers Authority (JPA). At the meeting, staff will review with the Committee the revised terms as well as comments received from Rosedale's Board of Directors. Staff recommends that the Committee provide feedback on the revised conceptual terms for an Interim Agreement with Rosedale and on the comments received from the Rosedale Board.

BACKGROUND:

Proposition 1, also known as the Water Quality, Supply and Infrastructure Improvement Act of 2014, dedicated \$2.7 billion for investments in new water storage projects. The CWC, through the WSIP, will fund the public benefits associated with projects that meet established criteria pursuant to WSIP regulations. IRWD and Rosedale jointly submitted an application for the proposed Kern Fan Project. Within the application for the Kern Fan Project, IRWD and Rosedale requested \$86 million in grant funding. This amount equates to 50% of the total estimated \$172 million capital cost for the project. The CWC plans to release its final project funding decisions by June 2018.

Revised Conceptual Terms for Interim Agreement:

In anticipation of IRWD and Rosedale being awarded grant funding for the Kern Fan Project, staff prepared conceptual terms for an Interim Agreement that would provide for early project planning activities and the formation of a JPA. The JPA would carry out functions necessary to implement the Kern Fan Project including land acquisition and ownership, environmental review, permitting, planning, design, construction and operation of the project. On November 16, 2017, the Committee provided input on the conceptual draft terms. Since that time, staff has worked with Rosedale's General Manager in revising the terms to reflect Rosedale's input prior to the review of the terms with the Rosedale Board of Directors on December 18, 2017. The revised conceptual terms that were presented to the Rosedale Board by Rosedale staff are provided as Exhibit "A".

At the Committee meeting, staff will review with the Committee revisions to the conceptual terms that were made based in input from Rosedale. Staff will also provide an overview of

comments that were received by Rosedale staff from the Rosedale Board on the conceptual terms. Staff recommends that the Committee provide feedback on the revised conceptual terms and comments received from the Rosedale Board.

FISCAL IMPACTS:

If the CWC awards a grant to IRWD and Rosedale for the Kern Fan Project, a request for funding of the District's estimated \$43 million cost share for the project will be included in the proposed FY 2018-19 Capital Budget.

ENVIRONMENTAL COMPLIANCE:

A Final Environmental Impact Report (EIR) for the Stockdale Integrated Banking Project was prepared, certified and approved in compliance with California Environmental Quality Act (CEQA) of 1970 as amended, codified at California Public Resources Code Sections 21000 et. seq., and the State CEQA Guidelines in the Code of Regulations, Title 14, Division 6, Chapter 3. Rosedale, as lead agency, filed a Notice of Determination for the Stockdale Integrated Banking Projects with the County of Kern. IRWD, as a responsible agency, filed Notices of Determination with the County of Orange and with the County of Kern. The EIR includes a program-level analysis of impacts of a third project site. This third project site is contemplated to be incorporated into phase one of the Kern Fan Project. When a third project site is identified, subsequent project-level environmental review will be necessary prior to implementation of the phase one project. It is expected that a new EIR will be required for the construction and operation of the second phase facilities contemplated in the proposed Kern Fan Project.

RECOMMENDATION:

That the Committee provide feedback on the revised conceptual terms and associated comments received related to an Interim Agreement with Rosedale-Rio Bravo Water Storage District that would provide for early project planning activities and the formation of a Joint Powers Authority that would oversee the planning, design, construction and operation of the Kern Fan Project.

LIST OF EXHIBITS:

Exhibit "A" – Summary of Revised Conceptual Terms for an Interim Agreement for Implementation of the Kern Fan Groundwater Storage Project, December 7, 2017

EXHIBIT “A”

DRAFT

Rosedale-Rio Bravo Water Storage District and Irvine Ranch Water District

Summary of Conceptual Terms for an Interim Agreement for Implementation of the Kern Fan Groundwater Storage Project (~~December 14~~November 16, 2017)

GENERAL TERMS

Parties:	Rosedale-Rio Bravo Water Storage District (“Rosedale”) and Irvine Ranch Water District (“IRWD”).
Description:	Rosedale and IRWD seek to develop the Kern Fan Groundwater Storage Project (“Kern Fan Project”) that will recharge and store up to 100,000 acre-feet (AF) of <u>State Water Project</u> water during wet periods in the Kern County Groundwater Basin. The water would be available for subsequent recovery and use for public and non-public benefits consistent with the requirements of the California Water Commission (CWC) and the Water Storage Investment Program (WSIP). The Kern Fan Project facilities shall also be available to the Parties for the implementation of programs that are independent of the WSIP related aspects of the Kern Fan Project.
Joint Powers Authority:	Rosedale and IRWD intend to create a Joint Powers Authority (“JPA”), as a separate, legal public entity to govern the Kern Fan Project. The purpose of the JPA would be to combine the individual powers of Rosedale and IRWD to plan, design, construct and operate the Kern Fan Project. The JPA would be established through a joint powers agreement (“JPA Agreement”). The JPA Agreement shall be based on the agreed upon terms and conditions set forth in the Interim Agreement.
Governance:	To be determined.

Conceptual Terms for an Interim Agreement for the
Kern Fan Groundwater Storage Project

~~December 14~~~~November 16~~, 2017

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Interim

Agreement:

An Interim Agreement is needed ~~to that that would lead to the formation of the JPA that would oversee the planning, design, construction and operation of the project as well as~~ facilitate Early Planning Activities (described below) that are ~~necessary~~ contemplated by the Parties prior to execution of the JPA Agreement. The Conceptual Terms provide the basis for the development of the Interim Agreement.

Authority

of the JPA:

The JPA will be authorized to carry out the functions necessary to implement the Kern Fan Project including: acquisition and ownership of land, easements, facilities and capacities as well as the environmental review, permitting, design, construction, operation, maintenance and replacement of facilities. The JPA would administer the project; execute and administer grant agreements with the CWC and others; and execute and administer any required agreements related to the operation of the project including any agreements with the California Department of Water Resources (DWR) and other state resource agencies.

Elements of
Project

Management: To be determined.

Interim

Agreement

Effective Date:

The date of execution of the Interim Agreement, ~~which~~ shall be determined by and subject to the award of grant funding to IRWD and Rosedale for the proposed Kern Fan Project.

Interim

Agreement

Term:

The Interim Agreement shall terminate upon execution of the JPA Agreement or earlier as mutually agreed upon by the Parties.

Conceptual Terms for an Interim Agreement for the
Kern Fan Groundwater Storage Project

~~December 14~~ November 16, 2017

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JPA Agreement

Effective Date: The date of execution of the JPA Agreement, which shall be subject to the certification of a Final Environmental Impact Report (FEIR) for the Kern Fan Project and approval of the project.

JPA Agreement

Term: The term of the JPA Agreement would commence on the JPA Agreement Effective Date and would terminate 30 years or as otherwise required for participation in the WSIP. The term of the JPA Agreement could be extended upon mutual written agreement of the parties. Prior to termination of the JPA Agreement, the parties would work together to mutually extend the JPA Agreement. Should the agreement not be extended, the parties would agree to negotiate in good faith to integrate the Kern Fan Project facilities into another existing program(s). If integration is not successful, the project facilities, capacities and property would be divided equally between the parties, with each party holding a right of first offer to purchase the project property, facilities and capacities held by the other party. At the termination of the JPA Agreement and any subsequent extensions thereof, the JPA would cause the assignment of ownership of all Kern Fan Project property, facilities, and capacities to Rosedale and IRWD on an equal basis.

Non-Binding

Effect: This Term Sheet is intended to be a non-binding statement of the conceptual terms of the proposed transaction. It is subject to the negotiation, execution and delivery of an Interim Agreement consistent with the basic terms and conditions set forth herein.

Grant Funding: Rosedale and IRWD submitted an application for grant funding through the WSIP to receive up to \$86 million in grant funding for the planning, design and construction of the Kern Fan Project facilities. The CWC is expected to announce the award of funding to qualified projects by June 2018. The Parties would agree to cooperate in pursuing other grant opportunities.

Rosedale and IRWD

Funding: Rosedale and IRWD shall each contribute up to \$43 million to the JPA for funding the planning, design and construction of the Kern Fan Project facilities, assuming \$86 million is awarded to the Kern Fan Project under the WSIP. If less than \$86 million is awarded to the Kern Fan Project, then Rosedale and IRWD shall either agree to proportionally scale down the project or equally share in any shortage in the award amount provided by the CWC.

Early Planning

Activities: Rosedale and IRWD have identified certain activities related to securing the WSIP grant and project planning that would need to be completed prior to the potential formation of the JPA. These planning activities may include additional consultant work and analyses associated with securing a grant, preparing and executing an agreement with CWC, securing land purchase options, due diligence activities, performing hydrogeologic evaluations, and environmental compliance. Rosedale and IRWD would equally fund the cost of the identified Early Planning Activities.

Allocation of

Capacities: For the Kern Fan Project, Rosedale and IRWD intend to develop up to 100,000 AF of storage and recharge capacity, up to 50,000 AF per year of recovery and up to 500 cubic feet per second (cfs) of additional conveyance capacity. Storage capacity developed under the Kern Fan Project will be allocated as follows:

25% to the WSIP Public or Ecosystem account
37.5% to the Rosedale account
37.5% to the IRWD account

Recharge, recovery and additional conveyance capacities developed under the Kern Fan Project will be allocated as follows:

50% to Rosedale
50% to IRWD

The Parties would jointly use their recharge, recovery and conveyance capacities to fulfill public ecosystem requirements as may be required in any grant funding or operations agreements that are entered into by the JPA with the CWC, DWR and other state resource agencies pursuant to the WSIP.

Project Water: For the purposes of participation in the WSIP, the Kern Fan Project will be operated by recharging and storing water supplied by the State Water Project (SWP) during periods of unallocated SWP water under the Article 21 Program (Project Water). These deliveries would be made on behalf of IRWD as a landowner in Dudley Ridge Water District (DRWD) and Rosedale as a sub-unit of the Kern County Water Agency (KCWA). Project Water delivered to the Kern Fan Project will be proportionately applied to each respective storage account as defined under "Allocation of Capacities".

Ownership: The JPA would acquire and own up to 1,280 acres of land within the Kern Fan Project designated project area. The JPA will own all property, facilities and capacities of the Kern Fan Project. The JPA may acquire property outside of the Kern Fan Project area and designated existing project areas/recharge for purposes of meeting the Kern Fan Project requirements.

Hydrogeologic Evaluations: Rosedale and IRWD would equally fund hydrogeologic studies needed to determine the recharge, storage and recovery capacities and limitations of the Kern Fan Project designated properties.

CEQA Compliance: Rosedale and IRWD would comply with CEQA and would equally fund the preparation of an Environmental Impact Report (EIR) for the construction and operation of the Kern Fan Project facilities including all technical studies necessary to support the EIR. Rosedale would be the lead agency with respect to CEQA compliance. IRWD would be a responsible agency. Rosedale and IRWD would equally fund any litigation expenses associated with the CEQA compliance work for the Kern Fan Project.

Conceptual Terms for an Interim Agreement for the
Kern Fan Groundwater Storage Project

~~December 14~~ November 16, 2017

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General

Expenses: Each Party would be responsible for its own fees and expenses arising out of the negotiation and execution of the Interim and JPA Agreements, obtaining necessary approvals and the like.

Permit Costs: The JPA would fund all regulatory and permitting fees and costs associated with the construction of Kern Fan Project facilities.

Project Costs: The WSIP grant funds would be applied to the planning, design and construction costs of the Kern Fan Project and the JPA would fund all remaining associated costs.

Project

Operation: The JPA Agreement would specify Rosedale as the operator of the Kern Fan Project facilities.

Operation Costs: The JPA Agreement would specify Rosedale and IRWD payment of operations, maintenance, energy and replacement (OME&R) costs. Costs would be defined as either variable OME&R and paid pro rata based on actual use of facilities or fixed OME&R and divided equally. Rosedale and IRWD will equally split the OME&R costs associated with the public benefits or ecosystem account associated with participation in the WSIP that are not funded by the State.

Unused

Capacities: Rosedale and IRWD shall have equal priority and access to use of any unused available capacities in the Kern Fan Project. Rosedale and IRWD may use such unused capacity in coordination with other independent operating program and projects integrated in Rosedale's Conjunctive Use Program. Rosedale and IRWD will have the ability to transfer water stored in the Kern Fan Project to respective storage accounts in other programs or projects.

Kern River Regulated

High Flows: At such times when Project Water and other water are available simultaneously, Project Water will be utilized until the public benefit and ecosystem account is at full capacity. Once this is met, Rosedale and IRWD may each use their respective capacities for all available water including Project Water.

Conceptual Terms for an Interim Agreement for the
Kern Fan Groundwater Storage Project

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Kern River

Flood Water:

During times that the “Kern River Flood Water” is available (e.g. when the Kern River Watermaster offers water to all takers willing to sign a “Notice/Order”, or the Kern River Watermaster offers water to the California Aqueduct/Kern River Intertie, such water is expected to flood farmed acreage in Buena Vista Lake, or is expected to be delivered into the Kern River Flood Channel for delivery out-of-county), this water would follow precede delivery of Project Water, if simultaneously available. Rosedale would have a first priority to use all Kern Fan Project facilities for recharge of Kern River Flood Water. **[Rosedale Position:]** For every five (5) acre-feet of Kern River Flood Water delivered to the Project Facilities, four (4) shall be accounted to Rosedale and one (1) shall be accounted to IRWD. **[IRWD Position:]** All Kern River Flood Water banked using the Kern Fan Project facilities would be shared between Rosedale and IRWD on an equal basis.

Water Quality:

The quality of water to be recharged and recovered at the Kern Fan Project would be consistent with the pump-in requirements of the California Aqueduct.