AGENDA
REGULAR MEETING OF THE
PROJECT AGREEMENT 23 COMMITTEE
Santa Ana River Conservation and Conjunctive Use Program (SARCCUP)

Committee Members:
Thomas P. Evans, Chair, Western Municipal Water District Governing Board President
Jasmin A. Hall, Vice Chair, Inland Empire Utilities Agency Governing Board Secretary/Treasurer
Susan Lien Longville, San Bernardino Valley Municipal Water District Governing Board President
Paul D. Jones, Eastern Municipal Water District General Manager
Michael Markus, Orange County Water District General Manager

TUESDAY, APRIL 3, 2018 – 8:30 A.M.

1. CALL TO ORDER (Thomas P. Evans, Chair)

2. PUBLIC COMMENTS
Members of the public may address the Committee on items within the jurisdiction of the Committee; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).

3. APPROVAL OF MEETING MINUTES: December 5, 2017
Recommendation: Approve as posted.

4. COMMITTEE DISCUSSION ITEMS
A. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE FOR SARCCUP (PA23#2018.1)
Presenter: IEUA | SAWPA
Recommendation: A recommendation will be provided at the Committee meeting.

5. INFORMATIONAL REPORTS
Recommendation: Receive and file the following oral/written reports/updates.
A. SARCCUP PROJECT SCHEDULE
Presenter: Woodard & Curran
B. MWD-SARCCUP DEMONSTRATION AGREEMENT STATUS
Presenter: EMWD
C. MWD-SBVMWD AGREEMENT AMENDMENT STATUS  
Presenter: SBVMWD

D. DWR-SAWPA AGREEMENT AMENDMENT AND SUB-GRAANTEE AGREEMENTS STATUS  
Presenter: SAWPA

E. AMERICAN WATER WORKS ASSOCIATION (AWWA) CONFERENCE PRESENTATION ON SARCUP  
Presenter: Woodard & Curran

6. COMMITTEE MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

7. ADJOURNMENT

PLEASE NOTE:
In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (951) 354-4230. Notification at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to this meeting.

Materials related to an item on this agenda submitted to the Committee after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.org, subject to staff's ability to post documents prior to the meeting.

Declaration of Posting
I, Kelly Berry, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on Wednesday, March 28, 2018, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted at SAWPA’s office, 11615 Sterling Avenue, Riverside, California.

/s/

Kelly Berry, CMC

2018 Project Agreement 23 Committee Regular Meetings
First Tuesday of Every Other Month (February, April, June, August, October, December)  
(Note: All meetings will be held at 8:30 a.m., unless otherwise noticed, and are held at SAWPA.)

<table>
<thead>
<tr>
<th>February</th>
<th>April</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/6/18</td>
<td>4/3/18</td>
</tr>
<tr>
<td>Regular Committee Meeting [cancelled]</td>
<td>Regular Committee Meeting</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>June</th>
<th>August</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/5/18</td>
<td>8/7/18</td>
</tr>
<tr>
<td>Regular Committee Meeting</td>
<td>Regular Committee Meeting</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>October</th>
<th>December</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/2/18</td>
<td>12/4/18</td>
</tr>
<tr>
<td>Regular Committee Meeting</td>
<td>Regular Committee Meeting*</td>
</tr>
</tbody>
</table>
COMMITTEE MEMBERS PRESENT
Thomas P. Evans, Chair, Western Municipal Water District Governing Board Vice President
Jasmin A. Hall, Vice Chair, Inland Empire Utilities Agency Governing Board Secretary/Treasurer
Susan Lien Longville, San Bernardino Valley Municipal Water District Governing Board President
Paul D. Jones, Eastern Municipal Water District General Manager
Michael Markus, Orange County Water District General Manager

ALTERNATE COMMITTEE MEMBERS PRESENT [Non-Voting]
Gil Navarro, San Bernardino Valley Municipal Water District Governing Board Vice President

COMMITTEE MEMBERS ABSENT
None.

MEMBER AGENCY STAFF PRESENT
Eastern Municipal Water District
Kelley Gage

San Bernardino Valley Municipal Water District
Bob Tincher
Heather Dyer

Inland Empire Utilities Agency
Sylvie Lee
Jason Pivovaroff

Western Municipal Water District
Tim Barr
Ryan Shaw

Orange County Water District
Adam Hutchinson

Santa Ana Watershed Project Authority
Rich Haller
Larry McKenney
Mark Norton
Dean Unger
Ian Achimore
Sara Villa
Kelly Berry

OTHERS PRESENT
CH2M: Armin Munevar | Marcelo Reginato
Woodard & Curran : Brian Dietrick | Scott Goldman

1. CALL TO ORDER (Thomas P. Evans, Chair)
The regular meeting of the PA 23 Committee was called to order at 8:30 a.m. by Chair Evans at the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California.
2. **PUBLIC COMMENTS**

There were no public comments.

3. **APPROVAL OF MEETING MINUTES: August 1, 2017**

MOVED, approve the August 1, 2017 meeting minutes.

Result: Adopted (Unanimously)

Motion/Second: Longville/Jones

Ayes: Evans, Hall, Jones, Longville, Markus

Nays: None

Abstentions: None

Absent: None

4. **COMMITTEE DISCUSSION ITEMS**

A. **SARCCUP REVISED PROJECT RECOMMENDATIONS (PA23#2017.6)**

1. Decision Support Model Findings
   
   Presenter: CH2M

2. Revised Grant Cost Sharing Proposal
   
   Presenter: WMWD

3. Operational Examples
   
   Presenter: EMWD

On April 4, 2017, the PA 23 Committee authorized additional modeling scenarios utilizing the SARCCUP Decision Support Model (Model) to demonstrate that the same 180,000 acre feet of water benefit from the SARCCUP conjunctive use project can still be realized and optimized by replacing certain components of the SARCCUP project with other components. Based on these results, SARCCUP agencies proposed removal of some project elements from the SARCCUP conjunctive use project and replacing them with new facilities.

The new DSM scenarios determined several components of the original SARCCUP infrastructure are no longer needed to realize the benefits proposed under the DWR grant agreement. Accordingly, the SARCCUP agencies propose removal of the projects set forth in Table 1 below and replacing them with the projects set forth in Table 2 below:

Table 1

<table>
<thead>
<tr>
<th>Proposed Projects to be Removed</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baseline Feeder (BLF) Extension &amp; Associated Chino Basin</td>
<td>$29,302,340</td>
</tr>
<tr>
<td>Elsinore Basin Aquifer Storage &amp; Recovery (ASR) Wells</td>
<td>$6,140,000</td>
</tr>
<tr>
<td>San Bernardino Basin Area Project</td>
<td>$24,255,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$59,697,340</strong></td>
</tr>
</tbody>
</table>
These modifications require a grant agreement amendment with DWR and changes to the sub-grantee agreements between SAWPA and the SARCCUP agencies. The total amount of the new facilities is less than the total amount of the facilities in the grant application; accordingly, staff recommended the savings applied toward the local share for the SARCCUP agencies. The overall total SARCCUP costs, grant and local share, including conjunctive use project, environmental enhancements and water use efficiency components would decrease from $101,272,899 to approximately $82.4 million. The required DWR minimum local funding match of 30% or $24.7 million would still be met and exceeded.

It was noted the removal and addition of capital projects as set forth above would result in a shift of storage location, which is reflected in the table below.

<table>
<thead>
<tr>
<th>Storage Location</th>
<th>Original Storage (AF)</th>
<th>Proposed Storage</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Bernardino Basin Area</td>
<td>60,000</td>
<td>64,000</td>
</tr>
<tr>
<td>Chino Basin</td>
<td>96,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Orange County Basin</td>
<td>0</td>
<td>36,000</td>
</tr>
<tr>
<td>San Jacinto Basin</td>
<td>19,500</td>
<td>19,500</td>
</tr>
<tr>
<td>Riverside Basin</td>
<td>0</td>
<td>6,000</td>
</tr>
<tr>
<td>Elsinore Basin</td>
<td>4,500</td>
<td>4,500</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>180,000</strong></td>
<td><strong>180,000</strong></td>
</tr>
</tbody>
</table>

PowerPoint presentations (contained on pages 10 through 27 of the agenda packet) were provided by representatives from CH2M and WMWD. Several modeling scenarios were outlined; a summary of the modeling results is set forth on page 19 of the agenda packet. Scenario 3.1A was recommended to the Committee for approval. The capital program cost sharing recommendation for Scenario 3.1A is reflected in the table below:

<table>
<thead>
<tr>
<th>PM/WUE/MP-DSW</th>
<th>Arundo Removal</th>
<th>Habitat Restoration</th>
<th>Water Bank Infrastructure</th>
<th>Total Cost Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMWD</td>
<td>$636,649</td>
<td>$0</td>
<td>$6,923,133</td>
<td>$7,559,782</td>
</tr>
<tr>
<td>IEUA</td>
<td>$636,649</td>
<td>$0</td>
<td>$6,923,133</td>
<td>$7,559,782</td>
</tr>
<tr>
<td>OCWD</td>
<td>$636,649</td>
<td>$2,488,053</td>
<td>$0</td>
<td>$3,124,702</td>
</tr>
<tr>
<td>SBVMWD</td>
<td>$636,649</td>
<td>$0</td>
<td>$5,034,282</td>
<td>$5,670,931</td>
</tr>
<tr>
<td>WMWD</td>
<td>$636,649</td>
<td>$0</td>
<td>$6,923,133</td>
<td>$7,559,782</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$3,183,245</strong></td>
<td><strong>$2,488,053</strong></td>
<td><strong>$5,034,282</strong></td>
<td><strong>$20,769,399</strong></td>
</tr>
</tbody>
</table>

(a) Locally funded cost share is 37.1% of project cost (total project = $84,849,560).
Committee Member Hall asked if there was any uncertainty with the agreements currently under negotiation with Metropolitan Water District of Southern California (MWD). Committee Member Jones advised staff anticipated no uncertainty and these project changes would be brought forward to MWD in the near future. It was noted these operating scenarios are within MWD existing policies.

Regarding the local cost share component, Larry McKenney asked why there was a difference in the cost share component among the SARCCUP agencies. Bob Tincher responded the beneficiaries are paying for the infrastructure. Committee Member Jones noted joint use facilities would be addressed on a priority basis, with first priority use being SARCCUP.

It was noted that the grant agreement amendment between DWR/SAWPA would be taken to the SAWPA Commission for approval.

MOVED, approve revisions to the SARCCUP Project Facilities as set forth in Scenario 3.1A, and authorize SAWPA to work with DWR to amend the DWR/SAWPA agreement and the subagreements among SAWPA and SARCCUP agencies to reflect these changes.

Result: Adopted (Unanimously)
Motion/Second: Jones/Markus
Ayes Evans, Hall, Jones, Longville, Markus
Nays: None
Abstentions: None
Absent: None

Following the vote on Agenda Item No. 5.A., Kelley Gage, EMWD, provided a PowerPoint presentation (contained on pages 29 through 37 of the agenda packet) with SARCCUP operation examples.

5. INFORMATIONAL REPORTS
Recommendation: Receive and file the following oral/written reports/updates.

A. LOWER HOLE CREEK HABITAT PRESENTATION
Presenter: SBVMWD
Heather Dyer provided a PowerPoint presentation (contained on pages 39 through 48 of the agenda packet) with an update on the Hole Creak Restoration Project. Committee Member Evans emphasized the importance of working cooperatively with local agencies providing solutions for the homeless population within this project area.

B. SARCCUP SUB-AGREEMENT STATUS
No presentation was provided on Agenda Item No. 5.B.

C. SARCCUP SCHEDULE
No presentation was provided on Agenda Item No. 5.C.

6. COMMITTEE MEMBER REQUESTS FOR FUTURE AGENDA ITEMS
There were no requests for future agenda items.
7. **ADJOURNMENT**

There being no further business for review, Chair Evans adjourned the meeting at 9:30 a.m.

Approved at a Regular Meeting of the Project Agreement 23 Committee on Tuesday, April 3, 2018.

________________________________
Thomas P. Evans, Chair

Attest:

________________________________
Kelly Berry, CMC
Clerk of the Board
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COMMITTEE MEMORANDUM NO. 2018.1

DATE: April 3, 2018

TO: SAWPA Project Agreement 23 Committee

SUBJECT: California Environmental Quality Act Compliance for the Santa Ana River Conservation and Conjunctive Use Program

PREPARED BY: Ian Achimore, SAWPA Senior Watershed Manager
Sylvie Lee, IEUA Manager of Planning and Environmental Resources

RECOMMENDATION
A recommendation will be provided at the Committee meeting.

DISCUSSION
The Decision Support Modeling (DSM) results indicate that any increase in SARCCUP capacity would result in “stranded” water so there is no additional phase anticipated. Since no future phase of SARCCUP is anticipated, there is no need to prepare the anticipated Master Plan for SARCCUP and, we believe a revised approach to CEQA is appropriate. We originally envisioned a Programmatic Level Environmental Impact Report (PEIR) because we believed that SARCCUP may consist of multiple phases that could be implemented in the future. Now that we have determined that SARCCUP will not be a multiple phase project, we do not believe the PEIR is necessary. Instead, each of the agencies will be completing CEQA for their individual SARCCUP component and will be referencing the other agencies’ components.

Table B below summarizes each SARCCUP component and the agencies involved with implementation of the component and the primary agency drafting the corresponding CEQA document. For comparison, Table A shows the draft PEIR which encompassed the entire scope of SARCCUP and each of its components.

<table>
<thead>
<tr>
<th>SARCCUP Component</th>
<th>Description of Component</th>
<th>Agency Implementing Component</th>
<th>CEQA Document</th>
<th>Primary Agency Developing CEQA Document</th>
<th>Funding Source¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>All components</td>
<td>Water bank, habitat and water use efficiency.</td>
<td>All</td>
<td>PEIR</td>
<td>IEUA</td>
<td>All²</td>
</tr>
</tbody>
</table>

¹ Funding for CEQA compliance will also be provided by the Proposition 84 SARCCUP grant.
² All agencies had agreed to fund the PEIR through a cost share letter agreement adopted by each of the SARCCUP agencies in June 2016. The funding from each of the agencies was provided to IEUA who then entered into a contract with a CEQA consultant in June 2016.
<table>
<thead>
<tr>
<th>SARCCUP Component</th>
<th>Description of Component</th>
<th>Agency Implementing Component</th>
<th>CEQA Document</th>
<th>Primary Agency Developing CEQA Document</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Bank (Conjunctive Use)</td>
<td>Management of existing groundwater basins as required to meet SARCCUP’s conjunctive use operations.</td>
<td>All⁴</td>
<td></td>
<td></td>
<td>IEUA, OCWD and WMWD⁵</td>
</tr>
<tr>
<td>Chino Basin (Conjunctive Use)</td>
<td>Installation of wells, well treatment and interconnections within IEUA’s service area.</td>
<td>IEUA</td>
<td>Multi-Agency Project EIR</td>
<td>IEUA</td>
<td></td>
</tr>
<tr>
<td>Elsinore Basin (Conjunctive Use)</td>
<td>Install an extraction well and distribution pipeline in WMWD’s service area.</td>
<td>WMWD</td>
<td></td>
<td>IEUA</td>
<td></td>
</tr>
<tr>
<td>Riverside-Arlington Basin (Conjunctive Use)</td>
<td>Install extraction wells, distribution pipelines and interconnections in WMWD’s service area.</td>
<td>WMWD</td>
<td></td>
<td>IEUA</td>
<td></td>
</tr>
<tr>
<td>Arundo Donax (Habitat)</td>
<td>Remove heavy water using invasive weed along the Santa Ana River to increase surface flows.</td>
<td>OCWD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>San Bernardino Basin (Conjunctive Use)</td>
<td>Management of existing groundwater basins as required to meet SARCCUP’s conjunctive use operations.</td>
<td>SBVMWD</td>
<td>Negative Declaration (ND) or Mitigated ND</td>
<td>SBVMWD</td>
<td>SBVMWD</td>
</tr>
<tr>
<td>Chino Basin Connection (Conjunctive Use)</td>
<td>Install pump station, reservoir and pipelines to create WMWD-Chino Basin water supply connection.</td>
<td>WMWD</td>
<td>Individual Project EIR</td>
<td>WMWD</td>
<td>WMWD</td>
</tr>
<tr>
<td>San Jacinto Basin (Conjunctive Use)</td>
<td>Install extraction wells and a recharge basin within the EMWD service area.</td>
<td>EMWD</td>
<td>Individual Project EIR</td>
<td>EMWD</td>
<td>EMWD</td>
</tr>
<tr>
<td>Santa Ana Sucker (Habitat)</td>
<td>Modify four tributaries along the Santa Ana River to create aquatic habitat.</td>
<td>SBVMWD</td>
<td>Individual Project EIR</td>
<td>SBVMWD</td>
<td>Santa Ana River Habitat Conservation Plan Partners</td>
</tr>
<tr>
<td>Water Use Efficiency</td>
<td>Implement conservation-based rates and Smartscape to attain water savings from retail agencies and residential/commercial customers.</td>
<td>SAWPA</td>
<td>Not considered a “project” as defined by CEQA</td>
<td>SAWPA</td>
<td>No cost.</td>
</tr>
</tbody>
</table>

³ Funding for CEQA compliance will also be provided by the Proposition 84 SARCCUP grant.
⁴ Involvement by EMWD and SBVMWD in the multi-agency Project EIR will be by reference.
⁵ The three agencies will utilize the information already available from the drafting of the Programmatic EIR. The distribution of funding is provided below in Table C.
BACKGROUND
The SAWPA member agencies identified IEUA as the primary agency for the preparation of the SARCCUP PEIR through a cost share letter agreement that was executed by all five agencies. IEUA executed a contract with CEQA consultant Tom Dodson & Associates (TDA) in June 2016 following the execution of a CEQA cost share letter agreement. The letter agreement allowed for the transfer of funding from each of the SARCCUP agencies to IEUA. In summer of 2016, TDA with support from sub-consultant Environmental Science Associates (ESA) began work on preparing the CEQA documents and in October of 2016 a Notice of Preparation (NOP) of the PEIR was circulated to stakeholders in the Santa Ana River Watershed. Circulation of a NOP does not obligate project leads to adopt the PEIR.

The following map provides the location of the groundwater basins and the various components of SARCCUP. Note that the Water Use Efficiency component is not shown in the map as it is implemented throughout the watershed.

![Map of groundwater basins and SARCCUP components](image)

OWOW CRITICAL SUCCESS FACTORS
The following OWOW critical success factors are addressed by this action:
1. Administration of the OWOW process and plan in a highly efficient and cost-effective manner.
2. Data and information needed for decision-making is available to all.

RESOURCE IMPACTS
The current contract with TDA and ESA is for $340,397. To date $207,968 of the contract has been utilized for the NOP and materials for a draft PEIR consisting of project descriptions, environmental impacts evaluations and cultural resource assessments in order to comply with the Native Americans: California Environmental Quality Act (Assembly Bill 52).
The estimated cost to complete the Project Level EIR for the three SARCCUP agencies (i.e., OCWD, IEUA, and WMWD) is $145,000. With the completion of this multi-agency Project EIR, the total cost for the TDA and ESA contract is estimated to be approximately $353,000. Provided below in Table C is a tabulation of the costs by agency. TDA and ESA costs have been invoiced quarterly to the Department of Water Resources (DWR) for reimbursement by the Proposition 84 SARCCUP grant. In order to ensure timely payments to TDA and ESA, IEUA, as the contract agency, is providing invoice payments to TDA and ESA before DWR provides grant reimbursement.

<table>
<thead>
<tr>
<th>Cost Share Total</th>
<th>CostToDate(1)</th>
<th>Single EIR</th>
<th>SubTotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBVMWD</td>
<td>$ 41,593.65</td>
<td>$ -</td>
<td>$ 41,593.65</td>
</tr>
<tr>
<td>EMWD</td>
<td>$ 41,593.65</td>
<td>$ -</td>
<td>$ 41,593.65</td>
</tr>
<tr>
<td>WMWD</td>
<td>$ 41,593.65</td>
<td>$ 48,333.33</td>
<td>$ 89,926.98</td>
</tr>
<tr>
<td>OCWD</td>
<td>$ 41,593.65</td>
<td>$ 48,333.33</td>
<td>$ 89,926.98</td>
</tr>
<tr>
<td>IEUA</td>
<td>$ 41,593.65</td>
<td>$ 48,333.33</td>
<td>$ 89,926.98</td>
</tr>
<tr>
<td>SubTotal</td>
<td>$ 207,968.24</td>
<td>$ 145,000.00</td>
<td>$ 352,968.24</td>
</tr>
</tbody>
</table>

Table C: TDA/ESA Contract Cost Share by SARCCUP Agency

Attachments:

- SARCCUP CEQA Cost Share Letter Agreement
June ________, 2016

Paul Jones
Eastern Municipal Water District
P.O. Box 8300
Perris, CA 92572-8300

John Rossi
Western Municipal Water District
16400 El Prado Road
Chino, CA 91708

Mike Markus
Orange County Water District
P.O. Box 8300
Fountain Valley, CA 92728-8300

Doug Headrick
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408

Re: Cost Sharing Letter Agreement
Santa Ana River Conservation & Conjunctive Use Program (SARCCUP)
Program Environmental Impact Report

This Cost Sharing Letter Agreement (Agreement) sets forth the understanding among the undersigned parties regarding the sharing of costs for consultant support services for SARCCUP. Inland Empire Utilities Agency (IEUA) has engaged Tom Dodson & Associate (TDA) for development of a Program Environmental Impact Report (PEIR) for SARCCUP implementation. The Scope of Services which is the subject of this Agreement is set forth in Exhibit A (Scope).

IEUA and the undersigned parties (collectively referred to as Parties and individually as Party) hereby agree to equally share the cost of the consultant support services pursuant to the provisions set forth below.

1. Scope of Services
TDA (Consultant) and its consultant Environmental Science Associates (ESA) will prepare a PEIR for SARCCUP as required to identify potential significant impacts and recommend mitigation measures to reduce potentially significant impacts to a less than significant level. The Scope is further described in Exhibit A attached hereto and incorporated herein by reference.
2. **Cost Sharing**

(a) **Cost of Services**

IEUA has entered into, or intends to enter into, an agreement with TDA (Consultant Agreement) for performance of the Scope with a not-to-exceed cost of $340,397 (Compensation).

(b) **Cost Sharing Among the Undersigned Parties**

The Parties hereto each agree to be responsible for reimbursement of the payments made under the Contract with TDA (Consultant) not to exceed one fifth of the total cost or $68,079.40 per party as follows:

(i) Upon receipt by IEUA of each written statement from Consultant regarding the amount due and owing for the applicable time period (Progress Payment), IEUA shall be responsible for payment to Consultant for the amount due and owing.

(ii) The Parties shall be responsible for payment of an equal share of the amount due and owing under each Progress Payment to be billed by IEUA to each Party, quarterly. None of the Parties shall be responsible for payment of any amounts in excess of its share as set forth herein, without the prior written consent of the Party being requested to pay such additional amount.

(iii) IEUA shall provide a copy of the Progress Payment to each Party along with a cover letter setting forth the calculation of the share due and owing by each Party. Within thirty (30) days of the date of said cover letter (Invoice), each Party shall submit payment to IEUA for its share as set forth in this Agreement.

3. **Effective Date and Term**

This Agreement shall be effective on the date of full execution of this Agreement by all of the Parties (Effective Date). The term of this Agreement shall be from the Effective Date to the date of completion of performance of the Scope under the Consultant Contract pursuant to the schedule and deadlines set forth in Exhibit A and other schedules and deadlines as may be determined by the Parties and Consultant. The Parties may elect to extend the term with prior written consent of the Parties.

4. **General Provisions**

(a) **Indemnification**

Each Party (Indemnitors) hereby agrees to defend, indemnify and hold free and harmless the other Parties (Indemnitees) from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising from or connected with Indemnitors’ activities under this Agreement.
(b) **Notices**
Correspondence to be given to any Party may be sent by first-class mail, addressed and delivered as set forth below in the signature blocks for each Party.

(c) **Representation of Authority**
Each Party represents to the other that it has the authority to enter into this Agreement and that the individual signing this Agreement on behalf of their respective Party has the authority to execute this Agreement and to bind their respective Party to the terms and conditions of this Agreement.

(d) **Counterparts**
This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(e) **Governing Law**
This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) **Cooperation.** The Parties acknowledge that they are entering into an arrangement in which the cooperation of all of the Parties will be required, including the execution of necessary further documents. The Parties agree to cooperate in good faith with each other and review and submit timely documents for the benefit of SARCCUP.

BY SIGNING BELOW, THE PARTIES AGREE TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT

INLAND EMPIRE UTILITY AGENCY

By: ____________________________
   Joe Grindstaff, General Manager

Dated: __________________________

P.O Box 9020
Chino Hills, CA 91709
WESTERN MUNICIPAL WATER DISTRICT

By: ________________________________
    John V. Rossi, General Manager

Dated: ______________________________

14205 Meridian Parkway
Riverside, CA 92518

EASTERN MUNICIPAL WATER DISTRICT

By: ________________________________
    Paul Jones, General Manager

Dated: ______________________________

P.O. Box 8300
Perris, CA 92572-8300

ORANGE COUNTY WATER DISTRICT

By: ________________________________
    Mike Markus, General Manager

Dated: ______________________________

P.O. Box 8300
Fountain Valley, CA 92728-8300
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: ________________________________
    Doug Headrick, General Manager

Dated: ______________________________

380 East Vanderbilt Way
San Bernardino, CA 92408
## SARCCUP Schedule Roll-Up (By Agency)

<table>
<thead>
<tr>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
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</thead>
<tbody>
<tr>
<td><strong>Grant Contract</strong></td>
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<tr>
<td><strong>Decision Support Model</strong></td>
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<tr>
<td><strong>3-Agency CEQA Documentation</strong></td>
<td></td>
<td>August 2018</td>
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</tbody>
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### Key Agreements:
- MWD (2 agreements)
- Chino Basin Watermaster
- Sub-Grantee Agreements
- State-SAWPA Grant Agreement Amendment
- SARCCUP Operating
- SARCCUP Financing

### Projects:
- **SAWPA: Implementation** – Outreach, OCCK Smartscape, Cons. Rates
- **IEUA: Design**
- **EMWD: Design**
- **OCWD: Design**
- **SBVMWD: Design**
- **WMWD: Construction – Conj. Use**
- **Construction – Conj. Use**
- **Construction – Conj. Use**
- **Construction – Conj. Use**
- **Construction – Arundo Removal**
- **Construction - Habitat**

Reporting extends through 2022