



SPECIAL NOTICE REGARDING CORONAVIRUS DISEASE 2019 (COVID-19) AND PARTICIPATION IN PUBLIC MEETINGS

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. On September 16, 2021, Governor Newsom signed Assembly Bill No. 361 into law. Assembly Bill No. 361 amends Government Code section 54953(e) by adding provisions for remote teleconferencing participation in meetings by members of a legislative body, without the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions. The San Bernardino Valley Municipal Water District adopted a resolution determining, by majority vote, that, as a result of the declared State of Emergency, a meeting in person would present imminent risks to the health or safety of attendees. Accordingly, it has been determined that all Board and Workshop meetings of the San Bernardino Valley Municipal Water District will be held pursuant to the Brown Act and will be conducted via teleconference. There will be no public access to the meeting venue.

BOARD OF DIRECTORS WORKSHOP - RESOURCES **THURSDAY, FEBRUARY 3, 2022 – 2:00 P.M.**

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the February 3, 2022, meeting of the San Bernardino Valley Municipal Water District online and by telephone as follows:

Dial-in Info: (877) 853 5247 US Toll-free

Meeting ID: 979 215 700

PASSCODE: 3802020

<https://sbvmwd.zoom.us/j/979215700>

If you are unable to participate online or by telephone, you may also submit your comments and questions in writing for the District's consideration by sending them to comments@sbvmwd.com with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item". Submit your written comments by 6:00 p.m. on Wednesday, February 2, 2022. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record.

IMPORTANT PRIVACY NOTE: Participation in the meeting via the Zoom app is strongly encouraged. Online participants MUST log in with a Zoom account. The Zoom app is a free download. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your "identifier" during the meeting and available to all meeting participants; there is no way to protect your privacy if you elect to call in to the meeting.



SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
380 E. Vanderbilt Way, San Bernardino, CA 92408

BOARD OF DIRECTORS WORKSHOP - RESOURCES

AGENDA

2:00 PM Thursday, February 3, 2022

CALL TO ORDER

Chairperson: Director Hayes

Vice-Chair: Director Harrison

1) INTRODUCTIONS

2) PUBLIC COMMENT

Any person may address the Board on matters within its jurisdiction.

3) SUMMARY OF PREVIOUS MEETING

3.1 Board of Directors' Workshop - Resources - January 6, 2022 (Page 3)
[Summary Notes BOD Workshop - Resources 010622](#)

4) DISCUSSION ITEMS

4.1 Consider Continued Participation in the State Water Project (SWP) Municipal Water Quality Investigations Program (Page 8)
[Staff Memo - Consider Continued Participation in SWP Water Quality Program](#)
[MWQI Funding Agreement 2023-2025](#)
[MWQI Specific Project Agreement 2023-2025](#)

5) FUTURE BUSINESS

6) ADJOURNMENT

PLEASE NOTE:

Materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 380 E. Vanderbilt Way, San Bernardino, during normal business hours. Also, such documents are available on the District's website at www.sbvmd.com subject to staff's ability to post the documents before the meeting. The District recognizes its obligation to provide equal access to those individuals with disabilities. Please contact Melissa Zoba at (909) 387-9228 two working days prior to the meeting with any special requests for reasonable accommodation.



DATE: February 3, 2022
TO: Board of Directors Workshop - Resources
FROM: Staff
SUBJECT: Summary of January 6, 2022, Board of Directors Workshop – Resources

The Resources Workshop convened on January 6, 2022. Vice President Hayes chaired the meeting via video conference.

Directors Present: President Kielhold, Vice President Hayes, Director Botello, Director Harrison and Director Longville.

Staff Present:

Heather Dyer, MS, MBA - Chief Executive Officer/General Manager
Joanna Gibson – Executive Director Upper SAR Habitat Conservation
Jose Macedo, ML, CPT-P (USA Retired) – Chief of Staff/Clerk of the Board
Melissa Zoba, MBA, MPA – Chief Information Officer

Kristeen Farlow, MPA - Strategic Communications Manager
Anthony Flordelis – Business Systems Analyst
Matthew E. Howard, MS – Water Resources Senior Planner
Adekunle Ojo, MPA – Manager of Water Resources

Members of the Public Present:

Madeline Blua, Yucaipa Valley Water District
Chris Mann, Yucaipa Valley Water District
Nyles O’Harra, Yucaipa Valley Water District
David E. Raley, San Bernardino Valley Water Conservation District
Melody McDonald, San Bernardino Valley Water Conservation District
Scott Fleury, ICF

Pursuant to the provisions of the Brown Act, this meeting will be conducted by teleconference only.

1. Introductions

Melody McDonald, San Bernardino Valley Water Conservation District, and Scott Fleury, ICF, introduced themselves.

2. Public Comment

Chair Hayes invited public comment. There was none.

3. Summary of Previous Meeting

The meeting notes from the December 16, 2021, Board of Directors Workshop - Resources were accepted with no comments.

4.1 Presentation on Upper SAR HCP Comprehensive Adaptive Monitoring and Management Program (CAMMP) and Demonstration of the Online Data Portal

Executive Director Upper SAR Habitat Conservation Joanna Gibson introduced Dr. Scott Fleury, senior conservation biologist and leader of ICF's Habitat Conservation Planning Practice in Southern California, who has been working on vision for the long-term implementation of the Habitat Conservation Plan (HCP) under the CAMMP.

Dr. Fleury provided background and an overview of progress on the project. He emphasized the need for a strong foundation to provide structure and initiative on which to build. The HCP parallels the process to get the State endangered species permits, the aquatic resource permits, the tributary restoration projects, CEQA and NEPA compliance, mitigation reserve program, and the CAMMP which examines how to coordinate the implementation of the HCP, restoration, and facilitation of all the different water agency projects. This foundation allows the water agencies as permittees start to implement projects, he stated, and detailed additional portions of the overall process to reach the end goal of water supply security.

The HCP provides the endangered species permits for the 20 covered species to move forward with projects and covered activities, and regulatory assurance to be able to move forward in the future without additional regulatory requirements for the more than 100 water

agency facility projects and operations activities over the 50-year permit term, Mr. Fleury explained. On the ecosystem side, he continued, the HCP is protecting and managing the habitat for the covered species which contributes to watershed health and overall resiliency.

Mr. Fleury reviewed the covered species which include those that are likely to become listed as endangered or threatened in the foreseeable future, and the objectives and strategies. Upon implementation, the result is a preserve system of roughly 1,900 acres, he explained. He noted what is being accomplished is substantial and involves new cutting-edge procedures and opportunities. He provided examples of the purple pipe project to provide in-stream flow for species habitats while recharging the groundwater, and the Santa Ana Sucker maintenance effort.

Last year, the public review draft of the HCP was circulated, and the integration of feedback will soon be finalized, Mr. Fleury stated. The HCP Environmental Impact Report (EIR) was completed, and the CAMMP document and portal and online monitoring and management tools were also implemented. This year, he continued, some of the major restoration projects will begin.

Mr. Fleury presented a comparison to other large scale conservation plans throughout the state with timeframe and estimated costs. He noted the greater complexity of the SAR HCP and pointed out it is average in the comparison. The SAR HCP has gone above and beyond, is a national model, and is close to the finish line, he assured.

CEO / General Manager Heather Dyer stressed the complexity of the comprehensive environmental compliance program and reminded that the reason for integration of the whole program was the value of the mitigation use for multiple permits.

Vice President Hayes asked about integration with the San Bernardino Valley Conservation District's Wash Plan. Mr. Fleury noted the complexity, pointed to other ongoing projects, and emphasized the shared coordination and economies of scale of management and monitoring for species and learning from each other. Ms. Dyer noted that the Wash Plan was originally envisioned to cover terrestrial impacts, and the River HCP covers the hydrology impacts. If the Wash Plan had not already been 18 years into the process, they would have been combined, she said.

Director Longville noted the proposed listing of Foothill Yellow Legged Frog; Mr. Fleury assured that species is not in the District's area. Ms. Gibson added detail and said she would look into it.

Ms. Gibson commented on the added complexity of analysis of the impacts related to water. A need was recognized early for development of a robust, long-term monitoring and adaptive management strategy to track and verify all the estimated impacts that were analyzed, she said. Also, development of the CAMMP would require input from a multidisciplinary team including experts in species, and physical processes.

The Upper SAR team was awarded grant funding under Section 6 for the preparation of the long-term management plan over a 10-month period, Ms. Gibson explained. More than 70 participants held a three-day online workshop to develop a science-based and data-driven plan for the protection and management of species under the HCP, resulting in the CAMMP document, followed by an organizational framework for the decision-making process for the preserve system, and ensuring that the HCP is being implemented as approved under the U.S. Fish & Wildlife Service Incidental Take Program.

The overarching strategy includes site evaluations, consideration of identified goals and objectives, development of conceptual models for each species, and provision of a feedback loop for continuous learning, Ms. Gibson advised. Another interest was in integrating the management program with regional efforts, especially with climate change, she added.

Ms. Gibson pointed out the sections of the large CAMMP document. Mr. Fleury advised that annual reports are required for submission to the wildlife agencies.

Mr. Fleury introduced the innovative web portal to make information more accessible for implementation and available to the regulatory agencies, the public and the science community. Long-term goals of the program were envisioned to be a hub for science and collaboration for the region in a way that stakeholders and permittees can communicate and share information and provide the tools for adaptive management and required reporting.

A team was assembled to develop the portal, Mr Fleury said, and explained the process of building the portal. He described the comprehensive website and dynamic data dashboard. Key features are the full transparency and accessibility to the public, regulators and others

interested, document management system / library, and interactive map. He provided a detailed tour of the website and Ms. Dyer highlighted some functionality of the tool and emphasized the more proactive relationship with the regulators.

Mr. Fleury explained the functionality of the website and dashboard.

Director Harrison and Director Longville commented on the technology. Mr. Fleury identified the site as revolutionary and said he hoped it serves as a model for others. Director Botello pointed out the portal could be useful for students. Ms. Gibson noted that audience was one of the considerations for the task. Mr. Fleury acknowledged the web development team.

Action Item(s): Receive and file.

5. Future Business

There were no future business items added.

6. Adjournment

Chair Hayes adjourned the meeting at 3:19 p.m.

Staff Recommendation

Receive and file.



DATE: February 3, 2022

TO: Board of Directors' Resources Workshop

FROM: Matthew Howard, Water Resources Senior Planner

SUBJECT: Consider Continued Participation in the State Water Project (SWP) Municipal Water Quality Investigations Program

Staff Recommendation

Direct staff to place the agreements for the continued participation in the State Water Project's Municipal Water Quality Investigations Program item on an upcoming Board of Directors meeting for consideration.

Summary

Staff is recommending that Valley District continue its participation in the Municipal Water Quality Investigations (MWQI) Program for the next three years (2023-2025 cycle) at an annual maximum cost of \$112,840, or \$338,520 for the cycle. This program monitors, forecasts, and reports on the quality of SWP water and it is jointly funded by State Water Project (SWP) contractors providing urban water. The current MWQI Agreements approved by the Valley District Board in 2019 will expire on December 31, 2022. The proposed agreement would extend the program at the same annual cost for the next three years, expiring on December 31, 2025.

Background

Since 1982, State Water Project (SWP) contractors have been participating in a detailed program called the Municipal Water Quality Investigations (MWQI) Program with the goal of monitoring and assessing the quality of imported SWP supplies used for drinking water and groundwater recharge. 16 urban SWP Contractors jointly fund the MWQI Program administered by the Department of Water Resources (DWR) and the State Water Project Contractors Specific Project Committee (SPC).

Valley District's proportionate share of the \$3.1 million maximum annual cost of the program for any Calendar year is \$112,840 (3.64%) based on the District's Table A allocation as compared to the other participating SWP Contractors. If actual cost is less than \$3.1 million, Valley District only pays

its portion (3.64%) of the actual expenditures. The actual cost to Valley District for the MWQI Program for 2022 was \$102,150, which is \$10,380 below the projected amount in 2019.

The objectives of the MWQI Program include the following:

1. Support the effective and efficient use of the SWP as a municipal water supply source through monitoring, forecasting, and reporting
2. Provide early warning of changing conditions in SWP water quality used for municipal purposes
3. Provide data and knowledge-based support for operational decision-making on the SWP
4. Conduct specific scientific studies of drinking water importance
5. Provide scientific support to DWR, SWP Contractors, and other governmental agencies

To accomplish these objectives, the MWQI Program includes several elements such as long-term discrete monitoring, real-time monitoring including modeling and forecasting, and science support studies. Multiple years of monitoring SWP supplies have maintained a database documenting the drinking water quality status of the Delta, SWP conveyances, and other sources of potential water contaminants. Water quality issues such as cyanotoxins, or large algae blooms in the SWP are monitored, reported, and researched under the MWQI Program. This allows the participating SWP contractors to better anticipate problems and develop solutions to any water quality issues.

The first funding agreement is between DWR, the State Water Contractors (SWCs), and the participating SWP Contractors and establishes the procedures for funding and implementation of the entire MWQI Program. The second agreement, also known as the Specific Project Agreement, is between the SWCs and the participating SWP Contractors; it allows up to \$700,000 of the annual \$3.1 million budget to be used by the SPC for MWQI related purposes. These funds are designated to perform supplemental water quality related services to ensure that work is completed in a timely and cost-effective manner and provides additional value to the MWQI Program.

Fiscal Impact

The funds to cover these planned expenditures of up to \$338,520 over the next three years will be included in future State Water Project Fund Budgets.

Attachments

1. MWQI Funding Agreement 2023-2025
2. MWQI Specific Project Agreement 2023-2025

**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
MUNICIPAL WATER QUALITY INVESTIGATIONS
AGREEMENT**

**BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES,
STATE WATER CONTRACTORS AND
PARTICIPATING URBAN STATE WATER PROJECT CONTRACTORS
SWPAO NO. 21315**

THIS AGREEMENT is made this ___ day of _____, 2022, pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through the Department of Water Resources (DWR), the State Water Contractors (SWC) and participating urban State Water Project (SWP) contractors located in the State of California (urban SWP Contractors).

RECITALS

WHEREAS, DWR and the urban SWP Contractors have entered into and subsequently amended long-term water supply contracts, herein referred to as the Water Supply Contracts, providing that DWR will supply certain quantities of water to the urban SWP Contractors and providing that the urban SWP Contractors shall make certain payments to DWR, and setting forth the terms and conditions of such supply and such payment;

WHEREAS, DWR conducts various studies and activities to protect and improve the quality of SWP drinking water supplies;

WHEREAS, DWR's Municipal Water Quality Investigations (MWQI) Program endeavors to monitor, evaluate, report-on, and forecast water quality conditions, and identify and evaluate the sources of contaminants that affect the municipal drinking water supplies of the urban SWP Contractors;

WHEREAS, DWR must have a source of funding to repay the costs of the MWQI Program;

WHEREAS, the urban SWP Contractors believe the MWQI Program is necessary to provide this important water quality information in a timely way to insure the best available source water is conveyed by the SWP, to efficiently operate their drinking water treatment facilities and to plan for and design cost effective drinking water treatment facilities to meet future drinking water quality standards;

WHEREAS, DWR and the urban SWP Contractors are endeavoring to increase the value that DWR provides to the contractors;

WHEREAS, this Agreement will allow the SWC to provide supplemental water-quality related services to the MWQI Program;

WHEREAS, the SWC have formed an MWQI Specific Project Committee (SPC) made up of many SWC members that are urban SWP Contractors and are participants in the MWQI Program;

WHEREAS, the MWQI SPC will perform supplemental water quality-related services to the MWQI Program with the intent to offer sufficient flexibility to complete required activities;

WHEREAS, urban SWP Contractors are willing to enter into this Agreement to pay their share of the MWQI Program costs and accordingly the urban SWP Contractors will be included in decisions related to the budget, scope, schedule, and activities of the MWQI Program;

WHEREAS, Santa Barbara County Flood Control and Water Conservation District (District) is an urban SWP Contractor and has authorized the Central Coast Water Authority (CCWA) to represent the District in the DWR MWQI Program and to enter into this Agreement on behalf of the District for the 2023-2025 term (See Letter of Authorization attached as **Exhibit A** to this Agreement.) DWR will invoice the District in their Statement of Charges.

AGREEMENT

NOW THEREFORE, it is mutually agreed that the following terms, conditions, and procedures hereby apply to the implementation and funding of the MWQI Program:

1. **Definitions.** When used in this Agreement, the following definitions shall apply:
 - (a) **“Bond Act”** means the California Water Resources Development Bond Act, comprising Chapter 8, commencing at Section 12930, of Part 6 of Division 6 of the Water Code, as enacted in Chapter 1762 of the Statutes of 1959.
 - (b) **“Calendar Year”** means the calendar year beginning January 1 through December 31.
 - (c) **“Environmental Monitoring and Assessment (EMA) Section”** means a Section within the DWR Division of Integrated Science and Engineering that manages the MWQI Program with oversight on administrative functions and work conducted by the MWQI Program.
 - (d) **“Municipal Water Quality Investigations Program” or “MWQI Program”** means a program to determine and evaluate the sources of contaminants in the SWP system and evaluate their impacts on municipal drinking water supplies to urban SWP Contractors. This includes work conducted by DWR staff in the following programs: the RTDF-CP, WQA, and the program partners in the Division of Operations & Maintenance (O&M) Regulatory Compliance & Reporting Branch and the Environmental Assessment Branch, and the Bay Delta Office (BDO) Delta Modeling Section. The MWQI Program includes work done under the direction of DWR management with guidance and support from the SWC and urban SWP Contractors.
 - (e) **“MWQI Modeling and Forecasting Program Partners”** means DWR staff in the O&M Environmental Assessment Branch which routinely conducts water quality monitoring (both real time and discrete) at SWP facilities in

the San Luis Field Division, including the Gianelli Monitoring Station and DWR staff in the O&M Operations Control Office Regulatory Compliance and Reporting Branch and the BDO Delta Modeling Section, who provide modeling and forecasting support through MWQI Program resource agreements.

- (f) **“MWQI SPC Account”** means an account established by the SWC to fund consultant work and supplemental water quality services not funded through the Statements of Charges.
- (g) **“MWQI SPC Charge”** means the charge to be collected by the SWC each fiscal year through invoices from the SWC to those Participating Contractors that have agreed in their MWQI Specific Project Agreement to pay a portion of the total MWQI Program costs into the MWQI SPC Account for MWQI Program work that is performed by the MWQI SPC during the Fiscal Year.
- (h) **“MWQI Specific Project Agreement”** An agreement entered into by urban SWP Contractors as members of the MWQI Committee of the SWC to permit the MWQI SPC to perform supplemental water quality related services as identified in Appendix 1 of the MWQI Work Plan in addition to the work performed by DWR.
- (i) **“MWQI Specific Project Committee (SPC)”** consists of urban SWP Contractors as members of the MWQI Committee of the SWC that have signed the MWQI Specific Project Agreement.
- (j) **“MWQI Statements of Charges (SOC) Charge”** means the charge, based on projected costs, to be collected each calendar year by DWR through the SOC for MWQI Program work that is performed by DWR during the Calendar Year.
- (k) **“MWQI Work Plan”** means a plan for work to be performed by DWR and the MWQI SPC during a given Calendar Year.
- (l) **“Participating Contractor”** means an urban SWP Contractor that has executed this Agreement.
- (m) **“Project Management Plans (PMP)”** means a plan developed using the DWR accepted Project Management Body of Knowledge (PMBOK) standard for managing individual projects. PMP include documentation describing how the project will be designed, initiated, planned, executed, monitored, and closed. PMP will also include a site safety plan and a quality assurance project plan (QAPP).
- (n) **“Real-Time Data and Forecasting Comprehensive Program (RTDF-CP)”** is a program within the MWQI Program that conducts modeling studies; produces water quality forecasts; and incorporates the WQA’s and O&M’s

SWP drinking water quality monitoring data to create and disseminate daily, weekly, and web-based reports on the sources and concentrations of contaminants in the Delta and SWP system. The RTDF-CP also provides historical and seasonal trends, MWQI Program web site updates, and conducts data management activities pertaining to database infrastructure enhancement and development to improve long-term storage and retrieval of RTDF-CP data.

- (o) **“Real-Time Data and Forecasting Steering Committee (RTDF Steering Committee)”** consists of representatives from the EMA section, the DWR program partners, the SWC, and urban SWP Contractors.
- (p) **“Resource Agreements”** means a written program-partnering agreement to manage the workloads, staff resources, deliverables, and budgets across DWR Divisions in respective programs. EMA has individual 3-year resource agreements (RA) with the: O&M Regulatory Compliance & Reporting Branch, the O&M Environmental Assessment Branch, and the BDO Delta Modeling Section.
- (q) **“Statements of Charges (SOC)”** means the annual charges distributed to each Water Supply Contractor on July 1 of each year, as defined in Article 29 of the Water Supply Contract.
- (r) **“SWP”** means the State Water Project, which includes the Delta for purposes of the MWQI Program work plan projects.
- (s) **“SWP Project Interest Rate”** means the weighted average of the interest rates paid by the State on bonds issued under the Bond Act without regard to any premiums received on the sale thereof. Until bonds are issued and sold under the Bond Act, the project interest rate shall be four percent (4%) per annum, and after said bonds have been issued said rate shall be computed as a decimal fraction to five places.
- (t) **“Water Quality Assessment Unit” or “WQA”** means a Unit of staff within the MWQI Program which routinely conducts water quality monitoring (both real-time and discrete) at sites in the Delta for municipal and industrial uses, and provides water quality data and knowledge-based data support to the Real-Time Data and Forecasting Comprehensive Program (RTDF-CP), and other programs within DWR.
- (u) **“Water Quality Science and Synthesis Unit”** means a Unit of staff within the EMA section that routinely supports and sustains the RTDF-CP program.
- (v) **“Water Supply Contract”** means a long-term contract between the State of California and each urban SWP Contractor for a water supply from the SWP of the type contained in DWR’s Bulletin 141 dated November 1965.

- (w) **“Water Supply Contractor”** means a public agency that has a current Water Supply Contract.

2. Work Plan Development.

- (a) DWR shall develop a proposed annual MWQI Work Plan, budget, and workload assessment by September 15 for the upcoming Calendar Year for presentation to, and to receive recommendations from, the RTDF Steering Committee and for the concurrence of the MWQI SPC for work performed under their MWQI SPC Account.

DWR will hold monthly meetings/conference calls with the MWQI RTDF Steering Committee and provide a report on the status and progress of the MWQI Work Plan projects with monthly updates on expenditures. The final MWQI Work Plan shall be developed by December 15 of each year for the upcoming Calendar Year.

- (b) In developing the MWQI Work Plan each year, all comments and suggestions from the Participating Contractors will be processed through the MWQI SPC. The MWQI SPC will submit a unified set of comments to DWR.
- (c) The MWQI Work Plan shall, at a minimum, include:
 - (1) A description of the water quality assessment work to be accomplished, including planned field and laboratory work, with monitoring projects broken down into routine or short-term;
 - (2) A description of the RTDF-CP work including the real-time monitoring program, production and dissemination of daily, weekly, and website RTDF-CP reports on hydrologic and water quality conditions, and information and data management activities;
 - (3) A description of the water quality modeling and forecasting work including production and dissemination, of Delta fingerprint modeling, and short-term forecasts;
 - (4) A description of other MWQI Program funded activities;
 - (5) Specifications for deliverables related to individual MWQI Program components; and
 - (6) Budget for each MWQI Program component, along with a total budget and workload assessment.

3. MWQI Real-Time Data Forecasting Steering Committee (RTDF Steering Committee). The MWQI RTDF Steering Committee shall meet as needed to

review, refine, and recommend changes to the MWQI Work Plan.

4. MWQI Work Plan Implementation.

- (a) MWQI Program work shall be implemented upon final approval of the MWQI Work Plan by DWR and the MWQI SPC, and will be conducted in accordance with the MWQI Work Plan.
- (b) Adjustments to the MWQI Program may be made as needed by DWR in response to conditions or opportunities that may arise at any time in a Calendar Year. These changes will be submitted to the RTDF Steering Committee for concurrence, and as needed to the MWQI SPC at their next scheduled meeting.

5. Program Deliverables. At a minimum, DWR will provide the RTDF Steering Committee the Program Deliverables listed below, subject to modification by decision of DWR, and with the concurrence of the RTDF Steering Committee and the MWQI SPC:

- (a) Monthly status reports and an assessment of recent MWQI Program expenditures in relation to the program budget at the last week of the month or at the next scheduled RTDF Steering Committee meeting.
- (b) All MWQI Program WQA data collected will be made available through the Water Data Library or the California Data Exchange Center. All MWQI Program final RTDF-CP reports will be posted on the MWQI website.
- (c) MWQI RTDF-CP monitoring and forecasting reports shall be completed in a timely manner given staffing and financial constraints.

6. MWQI SOC Charge.

- (a) DWR shall recover its costs for the MWQI Program through the MWQI SOC Charge. The MWQI SOC Charge shall recover costs incurred by DWR for the MWQI Program consistent with the annual MWQI Work Plan during the term of this Agreement. Each Participating Contractor's share of the annual MWQI SOC Charge for the term of the Agreement will be calculated each year based upon the annual MWQI SOC Charge multiplied by their proportionate share of the M&I Table A amount, except that of Kern County Water Agency. Kern County Water Agency shall be limited to 79,000 acre-feet and the remainder of the Participating Contractors' share shall increase proportionately, as shown in Table 1 and Table 2.
- (b) To facilitate billing on a calendar year basis, each Participating Contractor's share of the MWQI SOC Charge will be computed and included in the Participating Contractor's annual SOC under the

Transportation Minimum OMP&R component, and, except as otherwise expressly provided in this Agreement, shall be collected under the same terms and conditions as charges are collected under that Water Supply Contract. The MWQI SOC Charge shall initially be based on projections of costs determined pursuant to development of the annual MWQI Work Plan. The MWQI SOC Charge shall then be subject to re-determination each year by DWR so that the charges may accurately reflect the increases or decreases in costs as compared to the projections of costs and all other factors that are determinative of such charges. Adjustments to the annual charges resulting from a re-determination shall be reflected in each Participating Contractor's share of the MWQI SOC Charge in the following calendar year with interest at the current SWP Project Interest Rate.

- (c) The MWQI SOC Charge plus the MWQI SPC Charge will not exceed \$3,100,000 for any Calendar Year.

7. **Performance.** Implementation of the MWQI Program will require staff involvement of various organizational units within DWR. DWR will take steps to ensure sufficient staffing and coordination occurs consistent with the adopted MWQI Work Plan. From time to time due to other assigned duties, individual staff assigned to the MWQI Program may devote less than 100 percent of their effort to identified tasks in the MWQI Work Plan. DWR will not bill Participating Contractors for staff efforts not included in the MWQI Work Plan.
8. **MWQI SPC Account.** Work to be completed by the MWQI SPC shall be identified in Appendix 1 of the MWQI Work Plan. Appendix 1 shall be developed by DWR and the MWQI RTDF Steering Committee and submitted to the MWQI SPC for approval prior to any work being performed. Appendix 1 shall, at a minimum, include: a description of all professional services to be rendered; all equipment, supplies or services to be purchased; a description of the work to be accomplished, broken down into individual MWQI Work Plan components; descriptions of planned field and laboratory work; specifications for deliverables related to individual work elements; and, budgets for each work element, along with a total budget. The MWQI SPC Account costs for supplemental water quality related services will be collected through the MWQI SPC Charge. Payments from Contra Costa Water District (CCWD) for its participation in the MWQI Program activities may be used to offset the MWQI SPC Charge as necessary. The MWQI SPC Charge shall not exceed \$700,000 annually. The MWQI SPC will obtain the necessary goods and services using funds from the MWQI SPC Account to accomplish its share of the MWQI Work Plan.
9. **MWQI SPC Charge.** Each year as necessary, the SWC shall invoice Participating Contractors to collect funds for the MWQI SPC Account. Each Participating Contractor's share of the annual MWQI SPC Charge for the term of the Agreement will be calculated each year based on the annual MWQI SPC Charge multiplied by their proportionate share of the M&I Table A amount except

that of Kern County Water Agency. Kern County Water Agency shall be limited to 79,000 acre-feet and the remainder of the Participating Contractors' share shall increase proportionately, as shown in Table 2. The MWQI SPC Account shall be used to implement the MWQI SPC activities identified in the annual MWQI Work Plan. The MWQI SPC Charge shall initially be based on projections of costs determined pursuant to development of the MWQI Work Plan. The MWQI SPC Charge shall then be subject to re-determination each year by the MWQI SPC so that the charges may accurately reflect the increases or decreases in costs as compared to the projections of costs and all other factors that are determinative of such charges. Adjustments to the annual charges resulting from a re-determination shall be reflected in each Participating Contractor's share of the MWQI SPC Charge in the following calendar year with interest at the current SWP Project Interest Rate.

10. **Disposition of Property and Equipment.** Any property or equipment obtained by the SWC through the MWQI SPC Account, at the discretion of the MWQI SPC, may be given to DWR "as is." DWR, at its sole discretion, may choose to accept such property or equipment. Upon acceptance, such property or equipment shall become the property of the State of California, and neither the SWC nor any Water Supply Contractor shall have any further responsibility or liability for such property or equipment. The SWC do not and shall not provide any express or implied warranties for any property or equipment given to and accepted by DWR. However, to the extent permitted, the SWC will transfer to DWR any warranties provided by the manufacturer or other third parties for such property or equipment.
11. **Services Provided by the MWQI SPC on State Property.** With the approval of DWR for specific activities, the SWC on the recommendation or approval of the MWQI SPC may provide for services to be completed on State property as part of the MWQI Work Plan in Appendix 1. The SWC shall hold the State harmless for any litigation resulting from any claims that may arise from the participating vendor, contracted by the SWC, providing the services.
12. **Water Supply Contract.** Except as specified in this Agreement, the provisions of the Participating Contractor's Water Supply Contract shall be applicable to this Agreement.
13. **State Law.** This Agreement is made under and shall be construed in accordance with the laws of the State of California.
14. **MWQI Staff Out-of-State Travel.** If requested by the MWQI SPC, MWQI Program staff may be required to attend out of state scientific conferences to ensure that the MWQI Program provides the best available water quality information to the MWQI SPC and ensures that scientific studies are designed in the most innovative, cost-effective manner possible to meet future drinking water quality standards. Travel expenses will come out of DWR's MWQI Program Budget.

15. Adjustment of Table 2 Proportionate Use Factors. Table 2 Proportionate Use Factors are based upon the best information available of Participating Contractors that will be paying into the MWQI SPC Charge at the time this Agreement is executed. These Proportionate Use Factors may be adjusted if a Participating Contractor requests not to pay into the MWQI SPC Account and the request is approved by the MWQI SPC. The total of the Participating Contractors Table A Amount in Table 2 shall not be less than 2,300,000 acre-feet. Any Participating Contractor not paying into the MWQI SPC Account through the MWQI SPC Charge will still be subject to Paragraph 16, the Final Program Accounting.

16. Final Program Accounting.

- (a) At the end of the Agreement, DWR and the SWC will work together to summarize all Participating Contractor's MWQI SOC Charges, MWQI SPC Charges and those MWQI SPC Account costs paid for by the payments from CCWD and all actual MWQI Program costs incurred during the term of this Agreement. This Final Program Accounting will determine if each Participating Contractor has paid its proportionate share of the total actual MWQI Program costs through its payments to both the MWQI SOC Charge and the MWQI SPC Charge during the term of the Agreement. Each Participating Contractor's proportionate share of the total MWQI Program costs will be in the same proportion as its M&I Table A Amount shown in Table 1 bears to the total of all Participating Contractor's M&I Table A Amounts shown in Table 1.
- (b) If a new MWQI Agreement, similar to this MWQI Agreement, is implemented effective January 1, 2026, DWR will account for each Participating Contractor's Final Program Accounting over and under payment to the MWQI SOC Charge in the 2027 MWQI SOC Charge. If a new MWQI Agreement, similar to this MWQI Agreement is not implemented, DWR will invoice each Participating Contractor for its Final Program Accounting over or under payment in the 2027 SOC.
- (c) If a new MWQI Agreement, similar to this MWQI Agreement is implemented effective January 1, 2026, the SWC will provide for each Participating Contractor's Final Program Accounting over and under payment to the MWQI SPC Charges for the Calendar Year 2026 - 2027 MWQI SPC Charge. If a new MWQI Agreement, similar to this MWQI Agreement is not implemented, the SWC will issue either a check or invoice to each Participating Contractor for its Final Program Accounting over or under payment by July 1, 2026.
- (d) The MWQI SPC may vote to not conduct the Final Program Accounting at the end of the 2023-2025 MWQI Agreement if the M&I Table A amounts of the Contractors participating in both the SOC and SPC charges exceed

2,300,000 acre-feet. The MWQI SPC will provide DWR written notice of the vote by July 1, 2025.

17. **Term of Agreement.** This Agreement shall take effect on January 1, 2023, only if this MWQI Agreement is executed by the Participating Contractors that together have M&I Table A Amounts totaling at least 2,300,000 acre-feet. This Agreement shall terminate on December 31, 2025, except for payments or credits found through re-determination pursuant to Paragraph 16 of this Agreement. This Agreement may be terminated by any party with twelve months written notice. Written notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. If any party provides notice of termination, the SWC and DWR will renegotiate the budget for the time remaining in the twelve-month period. DWR shall perform such work as is necessary for the orderly completion of work scheduled for the twelve-month period. The cost of such work shall not exceed the budget for that twelve-month period. If the Participating Contractors decide to continue to fund the MWQI Program starting January 1, 2026, the MWQI SPC will provide DWR with a Letter of Intent no later than February 1, 2025, of that intent. This will allow DWR time to prepare the preliminary estimates for the 2026 SOC.
18. **Agreement Execution.** This Agreement may be executed in counterpart, each will be deemed to be an original and all of which together will be deemed to be the same document. Each entity certifies that the person signing below on the respective entity's behalf has the authority to bind that entity to the covenants made in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

**STATE OF CALIFORNIA,
DEPARTMENT OF WATER
RESOURCES**

By: _____
Manager, Division of Integrated Science and
Engineering

Name: _____
Date: _____

**ALAMEDA COUNTY FLOOD
CONTROL AND
WATER CONSERVATION DISTRICT,
ZONE 7**

By: _____
General Manager

Name: _____
Date: _____

**ALAMEDA COUNTY WATER
DISTRICT**

By: _____
General Manager

Name: _____
Date: _____

**ANTELOPE VALLEY-EAST KERN
WATER AGENCY**

By: _____
General Manager

Name: _____
Date: _____

**SANTA CLARITA VALLEY WATER
AGENCY**

By: _____
General Manager

Name: _____
Date: _____

**SANTA BARBARA COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT**

By: _____
Executive Director

Central Coast Water Authority
Name: _____
Date: _____

**CRESTLINE-LAKE ARROWHEAD
WATER AGENCY**

By: _____
General Manager

Name: _____
Date: _____

KERN COUNTY WATER AGENCY

By: _____
General Manager

Name: _____
Date: _____

**THE METROPOLITAN WATER
DISTRICT OF SOUTHERN
CALIFORNIA**

By: _____
Group Manager, Water Resource
Management

Name: _____
Date: _____

MOJAVE WATER AGENCY

By: _____
General Manager
Name: _____
Date: _____

**NAPA COUNTY FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT**

By: _____
District Engineer
Name: _____
Date: _____

PALMDALE WATER DISTRICT

By: _____
General Manager
Name: _____
Date: _____

**SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT**

By: _____
General Manager
Name: _____
Date: _____

**SAN GORGONIO PASS WATER
AGENCY**

By: _____
General Manager
Name: _____
Date: _____

**SAN LUIS OBISPO COUNTY FLOOD
CONTROL
AND WATER CONSERVATION
DISTRICT**

By: _____
Public Works Director
Name: _____
Date: _____

**SANTA CLARA VALLEY WATER
DISTRICT**

By: _____
Chief Executive Officer
Name: _____
Date: _____

SOLANO COUNTY WATER AGENCY

By: _____
General Manager
Name: _____
Date: _____

STATE WATER CONTRACTORS

By: _____
General Manager
Name: _____
Date: _____

STATEMENT OF CHARGES ALLOCATION FACTORS

TABLE 1

	M&I Table A	Proportionate Share
ALAMEDA CO FC&WCD - ZONE 7	80,619	0.02841469
ALAMEDA COUNTY WD	42,000	0.01480317
ANTELOPE VALLEY-EAST KERN WA	144,844	0.05105120
SANTA CLARITA VALLEY WATER AGENCY	95,200	0.03355385
SANTA BARBARA COUNTY FC &WCD	45,486	0.01603183
CRESTLINE-LAKE ARROWHEAD WA	5,800	0.00204425
KERN COUNTY WATER AGENCY	79,000	0.02784406
METROPOLITAN WD OF SC	1,911,500	0.67372050
MOJAVE WATER AGENCY	89,800	0.03165059
NAPA COUNTY FC&WCD	29,025	0.01023005
PALMDALE WD	21,300	0.00750732
SAN BERNARDINO VALLEY MWD	102,600	0.03616203
SAN GORGONIO PASS WA	17,300	0.00609750
SAN LUIS OBISPO CO. FC&WCD	25,000	0.00881141
SANTA CLARA VALLEY WD	100,000	0.03524564
SOLANO COUNTY WA	47,756	0.01683191
TOTAL	2,837,230	1.00000000

MWQI SPECIFIC PROJECT COMMITTEE CHARGE FACTORS

TABLE 2

	M&I Table A	Proportionate Share
ALAMEDA CO FC&WCD - ZONE 7	80,619	0.02866729
ALAMEDA COUNTY WD	42,000	0.01493477
ANTELOPE VALLEY-EAST KERN WA	144,844	0.05150503
SANTA CLARITA VALLEY WATER AGENCY	95,200	0.03385214
SANTA BARBARA COUNTY FC &WCD	45,486	0.01617435
CRESTLINE-LAKE ARROWHEAD WA	5,800	0.00206242
KERN COUNTY WATER AGENCY	79,000	0.02809159
METROPOLITAN WD OF SC	1,911,500	0.67970970
MOJAVE WATER AGENCY	89,800	0.03193195
NAPA COUNTY FC&WCD	29,025	0.01032099
PALMDALE WD	21,300	0.00757406
SAN BERNARDINO VALLEY MWD	102,600	0.03648350
SAN GORGONIO PASS WA	17,300	0.00615170
SANTA CLARA VALLEY WD	100,000	0.03555897
SOLANO COUNTY WA	47,756	0.01698154
TOTAL	2,812,230	1.00000000

STATE WATER CONTRACTORS

MWQI PROGRAM

SPECIFIC PROJECT AGREEMENT

Recitals

WHEREAS, the parties to this Municipal Water Quality Investigation (MWQI) Program Specific Project Agreement (“Specific Project Agreement”) are members of the State Water Contractors (“SWC”); and

WHEREAS, State Water Project water quality issues are of considerable importance to the parties; and

WHEREAS, the parties to this Specific Project Agreement (“Specific Project Members” or “Parties”) will execute an agreement (“MWQI Agreement”) with the Department of Water Resources (“DWR”) providing for the parties’ participation in the MWQI Program for the period January 1, 2023 through December 31, 2025; and

WHEREAS, the MWQI Agreement will establish an MWQI Specific Project Committee (“SPC”) Account, not to exceed \$700,000 annually, whereby the MWQI SPC can use these funds to perform supplemental water quality related services for the MWQI Program to ensure that work is completed in a timely and cost-effective manner and to provide additional value to the MWQI Program;

WHEREAS, Santa Barbara County Flood Control and Water Conservation District (District) is an urban SWP Contractor and has authorized the Central Coast Water Authority (CCWA) to represent the District in the DWR MWQI Program and to enter into this Agreement on behalf of the District for the 2023-2025 term (See Letter of Authorization attached as **Exhibit A** to this Agreement.).

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. This Specific Project Agreement, upon execution, hereby supersedes and replaces in total all previous MWQI Program Specific Project Agreements.
2. This Specific Project Agreement shall become effective upon execution by Specific Project Members whose combined Maximum Table A amounts, as identified in Table 1 attached hereto, total at least 2.3 million acre-feet. This Specific Project Agreement shall terminate on December 31, 2025, except for payments or credits identified through re-determination pursuant to Paragraph 16 of the MWQI Agreement entered into between DWR, the SWC, and the Specific Project Members for the period January 1, 2023 through December 31, 2025.
3. The Specific Project Members hereby form the MWQI Specific Project Committee (“Committee”) of the SWC. Each Specific Project Member shall appoint a representative to the Committee to exercise the Member’s voting rights and may appoint an alternate to

- the Committee. In the representative's absence, the alternate shall function as the representative.
4. The Committee anticipates that DWR will request the SWC General Manager to perform certain water quality related services through the MWQI SPC Account.
 5. On behalf of the SWC, the Committee shall each year review and approve the MWQI Work Plan items and budget prepared pursuant to the MWQI Agreement, and authorize the SWC General Manager to perform supplemental water quality related services as specified in the MWQI Agreement.
 6. On behalf of the SWC, the Committee shall (a) select, pursuant to a competitive process, direct and receive work performed by consultants; (b) direct the SWC General Manager's administration of consultant contracts; and (c) undertake any ancillary work related thereto.
 7. Individual Specific Project Member voting rights, as a percentage of all voting rights shall be allocated in the same percentages as costs are allocated in attached Table 1 – MWQI Specific Project Account. Committee actions shall only be effective if approved by a majority of the Specific Project Members and by a majority of the Members' voting rights.
 8. A project could include a study requested by certain Specific Project Members who share an interest in investigating a specific water quality matter (a "Special Project"). If the Committee seeks approval of a Special Project outside of the annual MWQI SPC Account \$700,000 limit allowed under the MWQI Agreement, the Committee shall direct the SWC General Manager to carry out such work only after the Committee establishes a scope of work, schedule, and budget and notifies each Specific Project Member in writing of its cost sharing proportion of the proposed Special Project. Any Specific Project Member may choose to "opt in" to participate in the Special Project by providing written notice within ten working days of notification. Each participating Specific Project Member's cost share of the proposed Special Project shall be allocated based upon its Table 1 value in proportion to all participating Specific Project Members' Table 1 values that "opt-in" to the proposed Special Project or as otherwise agreed to amongst the participating Specific Project Members. The General Manager shall, as soon as practicable, invoice only the participating Specific Project Members for the resulting costs incurred by the SWC.
 9. The Committee recognizes that the Committee will incur administrative costs resulting from, but not limited to, participation in meetings, negotiations, analysis and general operational overhead administrative costs not to exceed \$50,000 per year. Administrative costs shall be billed to the Specific Project Members or, in the case of Special Projects, to participating Specific Project Members, as appropriate, depending upon the direct or indirect nature of the charges.
 10. Specific Project Members may from time to time provide direct services to the Committee through use of their facilities and staff. Prior to carrying out such work, the Specific Project Member shall provide an estimate of the value of such services to the

Committee for their review and approval. Such services shall be administered by the SWC in the same manner as other consultant services, following the same procedures and limitations. The SWC shall compensate Specific Project Members for such services and recover the costs in accordance with Paragraphs 4 or 8 of this Specific Project Agreement as appropriate.

11. The Committee shall elect a Chairperson, Vice Chairperson, and such other officers, with titles and duties as determined by the Committee.
12. A Specific Project Member may terminate its participation in this Specific Project Agreement upon 30 days' notice to the SWC General Manager. Any terminating Member shall only be responsible for its share of any and all costs incurred or committed by the SWC prior to the notice.
13. This Specific Project Agreement shall not be considered to be a precedent.
14. The Specific Project Members agree to severally assume any liability of the SWC resulting from this Specific Project Agreement in proportion to their respective shares of costs. Each Specific Project Member agrees that all members of the SWC that are not participating in this Specific Project Agreement shall not incur any liability as a result of the SWC undertaking the work provided for by this Specific Project Agreement.
15. This Specific Project Agreement may be executed in counterparts.
16. The terms and conditions of the MWQI Agreement are incorporated by reference in this Specific Project Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Specific Project Agreement by authorized officials thereof on the dates indicated below.

STATE WATER CONTRACTORS

By: _____
Name: _____
Title: _____
Date: _____

ALAMEDA COUNTY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

ALAMEDA COUNTY FC&WCD, ZONE 7

By: _____
Name: _____
Title: _____
Date: _____

ANTELOPE VALLEY-EAST KERN WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

CRESTLINE-LAKE ARROWHEAD WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

KERN COUNTY WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By: _____
Name: _____
Title: _____
Date: _____

MOJAVE WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PALMDALE WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN GORGONIO PASS WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SANTA CLARA VALLEY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SANTA CLARITA VALLEY WATER AGENCY

By: _____

Name: _____

Title: _____

Date: _____

SOLANO COUNTY WATER AGENCY

By: _____

Name: _____

Title: _____

Date: _____

Table 1 - MWQI Specific Project Account

Participating SWP Contractor	Maximum Table A (acre-feet)*	Cost Allocation *
Alameda County Flood Control and Water Conservation District, Zone 7	80,619	0.02866729
Alameda County Water District	42,000	0.01493477
Antelope Valley-East Kern Water Agency	144,844	0.05150503
Santa Clarita Valley Water Agency	95,200	0.03385214
Santa Barbara County Flood Control & Water Conservation District	45,486	0.01617435
Crestline-Lake Arrowhead Water Agency	5,800	0.00206242
Kern County Water Agency	79,000	0.02809159
Metropolitan Water District of Southern California	1,911,500	0.67970970
Mojave Water Agency	89,800	0.03193195
Napa County Flood Control and Water Conservation District	29,025	0.01032099
Palmdale Water District	21,300	0.00757406
San Bernardino Valley Municipal Water District	102,600	0.03648350
San Geronio Pass Water Agency	17,300	0.00615170
Santa Clara Valley Water District	100,000	0.03555897
Solano County Water Agency	47,756	0.01698154
Total:	2,812,230	1.00000000

* Cost allocation is based on SWP contract Maximum Table A amounts (KCWA amount is based on Municipal and Industrial use for two member units).