

FEE EXEMPT

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*Exempt from Filing fee Pursuant to
Gov. Code § 6103*

9 Attorneys for INLAND EMPIRE UTILITIES AGENCY

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SAN BERNARDINO

12 CHINO BASIN MUNICIPAL WATER
13 DISTRICT,
14
15 Plaintiffs,
16 v.
17 CITY OF CHINO, et al.,
18 Defendants.

CASE NO.: RCVRS 51010
Assigned for All Purposes to Hon. Gilbert G. Ochoa

**DECLARATION OF ELIZABETH HURST IN
SUPPORT OF INLAND EMPIRE UTILITIES
AGENCY'S OPPOSITION TO CITY OF
ONTARIO'S MOTION CHALLENGING
WATERMASTER'S NOVEMBER 17, 2022
DECISION TO APPROVE THE FY 2022/2023
ASSESSMENT PACKAGE**

DATE: April 5, 2023
TIME: 9:00 a.m.
DEPT: S24
Judge: Gilbert G. Ochoa

DECLARATION OF ELIZABETH HURST

I, ELIZABETH HURST, declare as follows:

1. I am employed as the Chino Basin Program Manager for the Inland Empire Utilities Agency ("IEUA"). Prior to being named Chino Basin Program Manager, I served as a Senior Environmental Resource Planner at IEUA. I have been employed as a member of the IEUA planning group since 2007. I have personal knowledge of the facts stated in this declaration, except where stated on information and belief, and if called as a witness, I could and would competently testify to them under oath.

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1 2. In my role as IEUA’s Chino Basin Program Manager, and my prior role as Senior
2 Environmental Resource Planner, I am personally familiar with the 2003 Groundwater Program Storage
3 Funding Agreement between IEUA, Watermaster, Metropolitan Water District (“MWD”), and Three
4 Valleys Municipal Water District (“TVMWD”), more commonly referred to as the Dry Year Yield
5 Program (“DYYP”). I have personal knowledge of the administration of the DYYP and am an active
6 participant therein, on behalf of IEUA.

7 3. Under the DYYP, MWD agreed to provide an investment of over \$27,000,000 to Chino
8 Basin parties for groundwater treatment and well facilities in exchange for the right of MWD to store water
9 within the Basin.

10 4. The DYYP created a storage account in the Chino Basin of up to 100,000 acre-feet, which
11 could be extracted at up to 33,000 acre-feet in a year at MWD’s request. The DYYP storage account is
12 effectively “owned” by MWD, as under the original DYYP terms, MWD had exclusive rights to make a
13 call for water stored therein.

14 5. Under the DYYP, years are divided up into “put” years and “call” years. During a “put”
15 year, at MWD’s request, up to 25,000 acre-feet of water may be placed into the DYY account. During a
16 “call” year, at MWD’s request, up to 33,000 acre-feet of water may be extracted, so long as the amount
17 extracted does not exceed the amount of water stored in the DYY account. The water extracted during a
18 “call” year is used by Chino Basin parties with credits to offset pumping, operations, and maintenance
19 costs, making the costs of this stored water equivalent to a direct MWD Tier 1 purchase.

20 6. The original DYYP Agreement has been altered since its inception, including a 2015
21 Amendment which increased the baseline purchase from MWD and delivery to the region to 40,000 acre-
22 feet per year.

23 7. In 2017, after several years of drought conditions, MWD had excess State Water Project
24 supply and requested additional water be stored in the DYYP storage account.

25 8. Over the period of June 2017 to June 2018, approximately 41,380 acre-feet of water was
26 recharged into the DYYP storage account. This large increase in stored water in the DYYP account resulted
27 in the DYYP Operating Committee exploring the potential for allowing voluntary withdrawal from the
28

1 DYYP account. Voluntary withdrawal, if approved, would enable local parties, including the City of
2 Ontario, to make full and efficient use of the water stored in the DYYP account on a voluntary basis,
3 without MWD issuing a call. Voluntary withdrawal from the DYYP account at this time would also
4 function to prevent water being stranded in the Chino Basin, which would result in a substantial cost
5 increase to the local parties.

6 9. During this period, all parties, including IEUA and the City of Ontario, actively engaged
7 in discussions to develop the methodology of the proposed system of voluntary withdrawals from the
8 DYYP account. As the proposed system was deemed not to materially affect the rights of the DYYP parties
9 and local agencies, a letter agreement executed by the DYYP signatories (IEUA, MWD, TVMWD, and
10 Watermaster) incorporating the voluntary withdrawal system was the preferred method of implementing
11 the system.

12 10. On June 26, 2018, as part of the open group discussion on how to best implement the
13 proposed system of voluntary withdrawals from the DYYP account, I, and all other participating Chino
14 Basin entities, received an email from an employee representative of the City of Ontario requesting
15 clarification from IEUA on several aspects of the proposed voluntary withdrawal system. In this email, the
16 City of Ontario asked whether voluntary withdrawals from the DYYP account under the proposed system
17 would be subject to Watermaster assessments as typical production from the Chino Basin, or whether the
18 proposed voluntary withdrawals would be exempt from Watermaster assessment as part of the storage and
19 recovery program. In this email, the City of Ontario also opined that if the voluntary withdrawal system as
20 proposed would materially affect the DYYP program, the proper implementation mechanism would be a
21 formal amendment to the DYYP program documents. A true and correct copy of the email I received from
22 the City of Ontario on June 26, 2018 is attached hereto as Exhibit "A" and incorporated herein by reference.

23 11. On June 27, 2018, after staff discussion in which I personally participated, IEUA
24 responded to the City of Ontario's questions with an email directed to all Chino Basin entities participating
25 in the group discussions. In this email, IEUA provided that as part of the DYYP, the proposed voluntary
26 withdrawals from the MWD account would not be subject to typical Watermaster assessments as DYYP
27 water is categorized as a storage and recovery program. IEUA's responsive email also provided that the
28

1 proposed voluntary withdrawal system is completely voluntary, and as such, would not materially affect
2 any party's rights under the DYYP. A true and correct copy of the IEUA email response of June 27, 2018
3 is attached hereto as Exhibit "B" and incorporated herein by reference.

4 12. Between the dates of June 26, 2018 and July 30, 2018 I held discussions with the City of
5 Ontario's employee representative participating in the development of the voluntary withdrawal system.
6 As a result of these discussions, the City of Ontario's representative sent me an email on July 30, 2018,
7 which stated that the proposed letter agreement language was now much more clear to the City. I
8 interpreted the City of Ontario's email as a statement in support of the proposed letter agreement language
9 and responded with an email confirming the City's support of this proposed letter agreement. A true and
10 correct copy of my July 30, 2018 email exchange with the City of Ontario is attached hereto as Exhibit
11 "C" and incorporated herein by reference.

12 13. On July 31, 2018, the City of Ontario responded to my prior email confirming the City's
13 support of the proposed letter agreement with an email indicating that the City did not support the proposed
14 letter agreement and that a formal amendment would be needed to implement the described changes. In
15 this email, the City also reserved its right to challenge the proposed letter agreement. The City's July 31,
16 2018 email of non-support is attached as Exhibit 7 to the Declaration of Courtney Jones in Support of the
17 City of Ontario's Challenge to Watermaster's Approval of the FY 2022/2023 Assessment Package.

18 14. Despite Ontario's stated non-support and reservation of right to challenge, no objections
19 to the proposed voluntary withdrawal system language from the City of Ontario, nor any other entity, were
20 received by IEUA after July 31, 2018, until the City filed its motion challenging Watermaster's approval
21 of the fiscal year 2021/2022 assessment package in 2022. Receiving no opposition, a letter agreement
22 incorporating the proposed voluntary withdrawal system language was executed by IEUA, MWD,
23 TVMWD, and Watermaster in February of 2019. The 2019 Letter Agreement, as executed was provided
24 to all Chino Basin parties, including the City of Ontario, upon its execution. Until 2022, no party ever
25 objected to the terms of the 2019 Letter Agreement. A true and correct copy of the 2019 Letter Agreement
26 is attached hereto as Exhibit "D" and incorporated herein by reference.

27 15. Pursuant to the terms of 2019 Letter Agreement, all DYYP parties, including the City of
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1 Ontario, were offered the opportunity to voluntarily withdraw from the DYYP account in production years
2 2019/20 and 2020/21. The City of Ontario declined to participate in the offered voluntary withdrawal
3 program in each of these years. Based on information and belief, the City of Ontario declined the option to
4 participate in this program in its sole discretion.

5 16. In production year 2020/21, two entities, Cucamonga Valley Water District and Fontana
6 Water Company, elected to participate in the voluntary withdrawal system as set forth in the 2019 Letter
7 Agreement, resulting in 23,000 acre-feet of water being produced from the DYYP account. This production
8 was exempt from assessment by Watermaster in its most recent assessment package as a storage and
9 recovery program, in accord with the established understanding of the 2019 Letter Agreement, and as
10 explained to the City of Ontario in 2018.

11 17. Under the 2019 Letter Agreement, Exhibit G criteria remained in effect for MWD call
12 events but did not apply to voluntary withdrawals. MWD first memorialized the performance criteria for
13 the DYYP in 2003 in Exhibit G. Exhibit G was adjusted in 2015 several years before the Letter Agreement
14 through the approval of Amendment No. 8 which is attached hereto as Exhibit E and incorporated herein
15 by this reference. The 2019 Letter Agreement provides separate rules for voluntary withdrawals, which do
16 not include a requirement that producers shift off imported water. MWD dictated the rules for voluntary
17 withdrawals as the owner of the stored water.

18 I declare under penalty of perjury that the foregoing is true and correct, and that this declaration
19 was executed on March 20, 2023, at Chino, California.

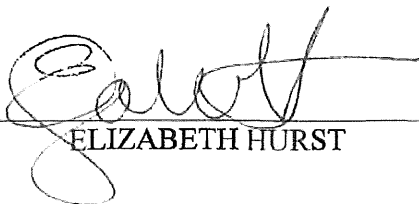
20
21
22 
23 ELIZABETH HURST
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EXHIBIT A

From: Katie Gienger [<mailto:KGienger@ontarioca.gov>]

Sent: Tuesday, June 26, 2018 4:07 PM

To: Elizabeth Hurst <ehurst@ieua.org>; 'Dave Crosley' <dcrosley@cityofchino.org>; Coker, Amanda <acoker@cityofchino.org>; 'Mark Wiley' <mwiley@chinohills.org>; Craig, Ron <RONC@mbakerintl.com>; 'John Bosler' <JohnB@cvwdwater.com>; edd@cvwdwater.com; 'mkinsey@mvwd.org' <mkinsey@mvwd.org>; 'Van Jew' <vjew@mvwd.org>; 'Rosemary Hoerning' <rhoerning@ci.upland.ca.us>; Kevin Watson (kwatson@ci.upland.ca.us) <kwatson@ci.upland.ca.us>; 'Edgar Tellez Foster' <etellezfoster@cbwm.org>

Cc: Sylvie Lee <slee@ieua.org>

Subject: Re: Chino Basin DYY CUP Flexibility Agreement

Hello All,

After speaking with some of the other parties, additional questions have come up. In particular, how would this voluntary take affect imported water baselines (assuming that parties who elect to participate would then take less imported water, thus lowering their imported baseline, which affects their ability to perform in a call year)?

Also, how would the voluntary take affect groundwater pumping baselines, and how would the pumping be characterized at Watermaster? If a party elects to participate, the pumping would be above and beyond its current pumping baseline. Would this increase the baseline for the future, or be excluded from these calculations? Would pumping be subject to Watermaster assessments as typical production, or would it be categorized as part of the Storage & Recovery program?

Finally, as we've stated before, any modifications to the DYY program should be implemented through an amendment if they materially affect the program. This proposed change, with the number of variables at play, has the potential if not the assurance to materially affect the program. The illustrations provided at the last meeting were very helpful. However, these clarifications and details need to be memorialized in an amendment/agreement.

Sincerely,

Katie Gienger

From: Elizabeth Hurst <ehurst@ieua.org>
Sent: Tuesday, June 26, 2018 2:45 PM
To: 'Dave Crosley'; Coker, Amanda; 'Mark Wiley'; Craig, Ron; 'John Bosler'; edd@cvwdwater.com;
'mkinsey@mvwd.org'; 'Van Jew'; Katie Gienger; 'Rosemary Hoerning'; Kevin Watson
(kwatson@ci.upland.ca.us); 'Edgar Tellez Foster'
Cc: Sylvie Lee
Subject: Chino Basin DYY CUP Flexibility Agreement

Dear All,

We have been discussing since early April about the revisions to the current MWD DYY program, to increase flexibility for the parties in the Chino Basin by allowing the region to choose when to buy-out the DYY account without waiting for an MWD "call year". This voluntary take would also qualify for O&M credit. For your reference, attached are the proposed letter agreement indicating the participation and credit for this voluntary option. Also attached are the scenarios presented at the May Water Manager's meeting, illustrating how % performance would be allocated during call years and would not result in an increased performance requirement beyond the existing DYY agreement (as outlined in Amendment #8).

During the meeting, the decisions provided by the agency are as follows:

Yes: Chino, CVWD, Chino Hills, Monte Vista Water District
No answer: Ontario and Upland

To ensure that the Chino Basin parties receive the benefit, we need to execute the letter agreement ASAP – or things can change. As a reminder, this request was made by the parties last Fall, and we finally negotiated the terms early this Spring. We would like to make sure we have consensus from all parties before we move forward with the letter agreement.

Please let us know your position by Monday July 9th at noon.

Thank you,

Liz

Elizabeth Hurst
Water Resources Planner



"Water Smart - Thinking in Terms of Tomorrow"
6075 Kimball Ave / Chino, California 91708
Tel: 909-993-1634 / Fax:
EMail: ehurst@ieua.org Website: www.ieua.org

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EXHIBIT B

From: Sylvie Lee [<mailto:slee@ieua.org>]

Sent: Wednesday, June 27, 2018 3:09 PM

To: 'Katie Gienger'; Scott Burton; 'Dave Crosley'; Coker, Amanda; 'Mark Wiley'; Craig, Ron; 'John Bosler'; edd@cvwdwater.com; 'mkinsey@mvwd.org'; 'Van Jew'; 'Rosemary Hoeming'; Kevin Watson (kwatson@ci.upland.ca.us); Tom O'Neil; Poulsen, Darron; Garibay, Raul

Cc: Elizabeth Hurst; pkavounas@cbwm.org; Edgar Tellez Foster; Ben Peralta; Justin Nakano; Chris Berch

Subject: RE: Chino Basin DYY CUP Flexibility Agreement

Dear Katie:

Thank you for the discussion. We hope that the following information provides the clarity.

1. Imported water baselines during call year for DYY performance will not be affected by the proposed changes with the voluntary take. The MWD DYY call amount for any year would be limited by the amount of water remaining in the DYY account, and each agency's production is limited to the amount in Exhibit H of Amendment 8 (see screenshot below). And, as illustrated in the examples we went through in May, the less water in the account, the lower the % share that each agency would have to perform. So, this provides a benefit to the participating agencies.
2. Based on conversations with CBWM, the DYY water is a storage and recovery program, and is not subject to assessments. Date for groundwater baseline and the additional performance pumping for DYY is maintained by CBWM. Please refer to previous assessment packages when the DYY performance was required for the above two statements.
3. The proposed staff modifications to provide O&M credit for voluntary pumping does not materially affect the program or its requirements. As it states, it is voluntary, and if an agency does not want to participate and withdraw water from the DYY account prior to a call year, they do not have to; however, during a call year parties will still need to perform per the contract as outlined in Amendment 8, until the account has been drawn down. This proposed language adds flexibility and ensures that the DYY credits are available for early extraction to add flexibility to the program. It was preferred by most of the DYY parties since it provides them the opportunity to perform when it is in their best interest, as opposed to when required by MWD. This modification, per legal counsels, falls under the jurisdiction of staff and does not need to go through the formal amendment process.

Darron, Raul and Ben: Apologize that we left you out of the conversation in the last email. Since we missed you also at the May Water Manager's meeting, please call Liz if would like additional information. Attached are the current proposed versions of the letter agreement from MWD which provides the flexibility to do voluntary takes and receive O&M credit.

As a reminder, we would like to finalize the letter agreement by July 9th.

Thank you.

DESCRIPTION OF PROGRAM FACILITIES & OPERATING PARTIES

Inland Exchange Mature Removal Facility	Capacity (in AFY)	Funding Allocation	Project Name & Location
City of Pomona	2,000	\$1,700,000.00	Amion Exchange Mature Removal Facility (Upgrade and Expansion Project) Located @ East & 35th Street
North Valley County Water District	1,544	\$1,478,220.00	Well #3, Located @ Palo Verde & Bolson
City of Chino	1,150	\$1,072,043.00	
City of Upland	3,001	\$2,778,304.00	Station 12162 Exchange Facility Located @ North & 64th Street
City of Corona	1,440	\$1,328,938.00	Palmer Well (Well #2) Located @ Chino Hills, Peay & Hanover
City of Ontario	1,644	\$1,420,200.00	Well #27/Well #44 Located @ Guadalupe & 4th
Orange Community Services District	2,000	\$1,834,000.00	Range D Treatment for Exchange Water Treatment Plant, Located @ Edwards & 8th Freeway
IFUA Base Line		\$100,450.22	
Total Treatment Facilities Capacity	13,098	\$12,642,343.22	
Well Facilities	Capacity (in AFY)	Funding Allocation	Project Name & Location
North Valley County Water District	2,412	\$1,172,581.00	Well #1, Located @ Mission & 22nd & 16th Street
Guadalupe County Water District	11,354	\$9,330,441.00	Wells #36 & #42 2 Additional Wells #41 & #45 were added to plant at the Inland Exchange Well #3 is intended for replacement of #44 & #45, Located @ East Ave & 11th Street and #37, #38 & #39 are located at the Inland Exchange Well #36
City of Ontario	8,532	\$6,214,868.00	Wells #45, 40 & 47 Located @ Chiquita & E. 5th St. & Chiquita & 5th Ave
Total Well Capacity:	22,298	\$16,717,890.00	
Total Infrastructure Capacity (Treatment + Well Capacity)	35,396	\$29,360,233.22	Allow \$1,243,074.75 saved for environmental costs to bring 10% project cost to \$28,117,158.47

Sylvie Lee P.E.
 Manager of Planning & Environmental Resources



"Water Smart - Thinking in Terms of Tomorrow"
 6075 Kimball Ave / Chino, California 91708
 Tel: 909-993-1646 / Fax:
 Email: slee@ieua.org Website: www.ieua.org

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EXHIBIT C

From: Elizabeth Hurst
Sent: Monday, July 30, 2018 4:14 PM
To: P. E. Katie Gienger (kgienger@ontarioca.gov) <kgienger@ontarioca.gov>
Subject: FW: DYY letter revisions to clarify credits.

Katie,
Great! Thank you for Ontario's support. We will move forward with the letter.
Best
Liz

From: Katie Gienger <KGienger@ontarioca.gov>
Sent: Monday, July 30, 2018 3:43 PM
To: Elizabeth Hurst <ehurst@ieua.org>
Subject: RE: DYY letter revisions to clarify credits.

Liz,

Thank you for sitting down with me to discuss! The version attached to your email seems more clear based on my understanding of the changes from our conversations.

Katie Gienger, P.E.
Water Resources Manager
Ontario Municipal Utilities Company

Sent from my phone.

On Jul 26, 2018 4:55 PM, Elizabeth Hurst <ehurst@ieua.org> wrote:
Katie,

Thank you for meeting to discuss the DYY revisions this afternoon. Per our conversation, Option 1 has been edited to the following:

- Credits will be applied if a Party chooses voluntarily to purchase stored water by increasing groundwater pumping, based upon the following:
 - The first and any instance in which an individual party's pumping is above its groundwater baseline as described in Exhibit G, the party will submit a certification for extraction from the account. Metropolitan will invoice IEUA and Three Valleys for the additional pumping at the prevailing untreated water rate at that time and will pay the O&M, power, and treatment credits as outlined in the Section VI.E of the Agreement. IEUA, Three Valleys, and the Watermaster will debit the purchased amounts from Metropolitan's CUP account.
 - In the event that stored water is purchased over a 5-year period as outlined in Section XIII.C.2 of the agreement the O&M, power, and treatment credits would also apply as defined in Section VI.6 of the Agreement

The full letter is attached. Please let me know if you have any additional tweaks, and if Ontario can now support the letter.

Thank you,

Liz

Elizabeth Hurst
Water Resources Planner



"Water Smart - Thinking in Terms of Tomorrow"
6075 Kimball Ave / Chino, California 91708
Tel: 909-993-1634 / Fax:
E-Mail: ehurst@ieua.org Website: www.ieua.org

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From: Elizabeth Hurst
Sent: Thursday, July 26, 2018 9:59 AM
To: P. E. Katie Gienger (kgienger@ontarioca.gov) <kgienger@ontarioca.gov>
Subject: DYY letter revisions to clarify credits.

Hi Katie,
Here are some thoughts about how to clarify the credits etc after our discussion on Monday and my follow up conversations with MWD. Look forward to discussing with you after the TAC meeting this afternoon!
Liz

Option 1:

- If a Party chooses to voluntarily to purchase stored water by increasing groundwater pumping, credits will be applied based upon the following:

- o The first and any instance in which an individual party's pumping is above its groundwater baseline as described in Exhibit G, the party will submit a certification for extraction from the account. Metropolitan will invoice IEUA and Three Valleys for the additional pumping at the prevailing untreated water rate at that time and will pay the O&M, power, and treatment credits as outlined in the Section VI.E of the Agreement. IEUA, Three Valleys, and the Watermaster will debit the purchased amounts from Metropolitan's CUP account.
- o O&M, power, and treatment credits as outlined in Section VI.6 of the Agreement would also apply in the event that stored water is in the account upon termination of the agreement, the parties will purchase the water over a 5-year period, as outlined in XIII.C.2 of the agreement.

Option 2:

- If a Party chooses to voluntarily to purchase stored water by increasing groundwater pumping, credits will be applied based upon the following:

- o The first and any instance in which an individual party's pumping is above its groundwater baseline as described in Exhibit G, the party will submit a certification for extraction from the account. Metropolitan will invoice IEUA and Three Valleys for the additional pumping at the prevailing untreated water rate at that time and will pay the O&M, power, and treatment credits as outlined in the Section VI.E of the Agreement. IEUA, Three Valleys, and the Watermaster will debit the purchased amounts from Metropolitan's CUP account. In the event that stored water is in the account upon termination of the agreement, the parties will purchase the water over a 5-year period, as outlined in XIII.C.2 of the agreement.

EXHIBIT D



THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Office of the General Manager

February 5, 2019

Mr. Kirby Brill
Interim General Manager
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

Mr. Matthew Litchfield
General Manager
Three Valleys Municipal Water District
1021 E. Miramar Avenue
Claremont, CA 91711

Mr. Peter Kavounas
General Manager
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Dear Messrs. Brill, Litchfield, and Kavounas:

Chino Basin Groundwater Storage Actions and Voluntary Purchase Methodology

This letter documents agreement among Metropolitan, Inland Empire Utilities Agency (IEUA), Three Valleys Municipal Water District (Three Valleys), and the Chino Basin Watermaster (Watermaster) for storage of water above the initial 25,000 acre-feet cap in the Chino Basin Conjunctive Use Program (CUP). Normally, CUP water is stored in advance by Metropolitan for use during dry years and emergencies to reduce deliveries at the service connection. By letter dated June 23, 2017, Metropolitan called for up to 25,000 acre-feet to be stored in its CUP account through June 30, 2018. The parties stored about 39,000 acre-ft. Metropolitan appreciates the effort that the parties have shown to maximize storage during this period. This letter documents adjustments to the method of determining extraction from the account, in recognition of these efforts to store additional water.

Messrs. Brill, Litchfield, and Kavounas:

Page 2

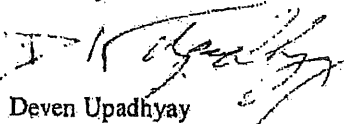
February 5, 2019

By agreement of the parties, any water stored after June 1, 2017, would be purchased from the account by IEUA and Three Valleys when the parties pump over the groundwater baseline as defined in Exhibit G. A copy of Exhibit G is enclosed in this letter. This pumping could be the result of a response to a call for pumping made by Metropolitan or it could be through normal operational decisions made by the individual parties in a given year. Except during a call, the increase in pumping would be voluntary and performance would be measured by the parties that elect to increase their pumping. Call provisions would remain unchanged. The parties will receive O&M, power, and treatment credits and be billed for the water when the parties pump over the groundwater baseline as defined in Exhibit G. Voluntary purchases will be accomplished as follows:

- IEUA and Three Valleys will submit certifications for CUP storage as normal. These certified amounts will be added to the storage account.
- Credits will be applied if a Party chooses voluntarily to purchase stored water by increasing groundwater pumping. The first and any instance in which an individual party's pumping is above its groundwater baseline as described in Exhibit G, the party will submit a certification for extraction from the account. Metropolitan will invoice IEUA and Three Valleys for the additional pumping at the prevailing untreated water rate at that time and will pay the O&M, power, and treatment credits as outlined in the Section VI.E of the Agreement. IEUA, Three Valleys, and the Watermaster will debit the purchased amounts from Metropolitan's CUP account.

If you concur with these provisions, please execute this letter signifying your concurrence and return to Metropolitan.

Sincerely,



Deven Upadhyay
Assistant General Manager/COO

MH:vh

Enclosure


THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Messrs. Brill, Litchfield, and Kavounas:

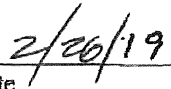
Page 3

February 5, 2019

CONCUR:



Kirby Brill
Interim General Manager



Date

Matthew Litchfield
General Manager

Date

Peter Kavounas
General Manager

Date

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Messrs. Brill, Litchfield, and Kavounas:

Page 3

February 5, 2019

CONCUR:

Kirby Brill
Interim General Manager

Date



Matthew Litchfield
General Manager

2/25/19
Date

Peter Kavounas
General Manager

Date

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Messrs. Brill, Litchfield, and Kavounas:

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February 5, 2019

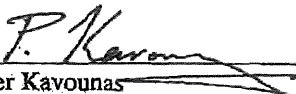
CONCUR:

Kirby Brill
Interim General Manager

Date

Matthew Litchfield
General Manager

Date



Peter Kavounas
General Manager

2/19/19
Date

Exhibit E

**AMENDMENT NO. 8
TO
GROUNDWATER STORAGE PROGRAM
FUNDING AGREEMENT NO. 49960**

BY AND AMONG

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AND

INLAND EMPIRE UTILITIES AGENCY

AND

THREE VALLEYS MUNICIPAL WATER DISTRICT

AND

CHINO BASIN WATERMASTER

DATED AS OF January 23rd, 2015

**AMENDMENT NO. 8 TO GROUNDWATER STORAGE PROGRAM
FUNDING AGREEMENT NO. 49960**

THIS AMENDMENT NO. 8 TO GROUNDWATER STORAGE PROGRAM FUNDING AGREEMENT NO. 49960 (this "Amendment No. 8"), dated as of January 23rd, 2015, is entered into by and among **THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA** ("Metropolitan"), a public entity of the State of California, **INLAND EMPIRE UTILITIES AGENCY**, a municipal water district of the State of California ("IEUA"), **THREE VALLEYS MUNICIPAL WATER DISTRICT**, a municipal water district of the State of California ("TVMWD") and **CHINO BASIN WATERMASTER**, an entity established by the Superior Court of the State of California to administer and enforce the Chino Groundwater Basin Judgment ("Watermaster"). Hereafter, Metropolitan, IEUA, TVMWD and Watermaster may be referred to collectively as "Parties."

RECITALS

A. In June 2003, the Parties entered into an agreement titled, "Agreement No. 49960 Groundwater Program Storage Funding Agreement" ("Agreement") pursuant to which Metropolitan has stored water in the Chino Basin.

B. By April 2008, over 88,000 acre-feet were stored in the Metropolitan Storage Account pursuant to the terms of the Agreement. Metropolitan subsequently made three calls for production of stored water from 2008 through 2011. Based upon the storage and extraction experience of the Parties, the Parties now wish to make adjustments to the Agreement to improve and clarify measurement of storage and extraction from the Metropolitan Storage Account, to clarify how performance of calls will be evaluated, and to revise administrative milestones and make miscellaneous updates.

C. This Amendment No. 8 makes adjustments to the provisions within the Agreement, revises Exhibit F, and deletes and replaces the provisions of Exhibit G to the Agreement.

D. The Operating Committee's current version of Exhibit H (Description of Program Facilities and Operating Parties) is also attached to this Amendment No. 8.

NOW, THEREFORE, in consideration of the foregoing Recitals, the Parties hereby agree as follows:

AMENDMENT

1. Section IV.A.2.a. is revised to read as follows:

a. Storage. Water can be stored in the following ways: (1) spreading, (2) injection, (3) in-lieu deliveries (pursuant to the administration procedures described in Exhibit G) and transfer from existing Metropolitan storage accounts consistent with the Chino Basin Judgment.

Metropolitan can store water in the Chino Basin at a rate of 25,000 AF per year, unless a greater amount is approved by the Watermaster.

2. Section VI.A.2. is revised to read as follows:

The Operating Committee shall meet:

a. As reasonably often as necessary to implement operations and take other needed action pursuant to this Agreement. Such tasks will include preparation of Operating Committee's certification to Watermaster regarding monthly storage achieved utilizing methodology specified in Exhibits F (Accounting Methodology) and G (Performance Criteria);

b. Within thirty days after the execution of this Agreement; and thereafter in years that Metropolitan requests to store or extract water within sixty days of Metropolitan's request develop Program Annual Operating Plan for the subsequent year; and

c. By June 30 of each year review prior fiscal year performance for storage and/or extraction in conformance with the Annual Operating Plan and Exhibit G, Performance Criteria; review need for adjustments to Electrical Costs and Operation and Maintenance Costs for prior fiscal year; and for assessment of per-acre-foot Electrical Costs and Operation and Maintenance Costs to be paid by Metropolitan.

3. Sections VI.A.4.a. and d. are revised to read as follows:

a. Properly account for the amounts of all water stored and extracted and submit a report of these amounts achieved for the Metropolitan Storage Account to Watermaster and Metropolitan on a monthly basis but not more than two months in arrears. Any adjustments to the monthly submittals shall be submitted to the Watermaster and to Metropolitan in a timely manner for consideration in the preparation of the Watermaster's annual assessment package. Within one year following the end of the fiscal year, an annual reconciliation shall be performed of storage and extraction.

d. Prepare and deliver to the Parties, on or before June 30 of each year, a written annual report outlining the Operating Committee's actions during the prior fiscal year (the "Operating Committee Annual Report.")

4. Section VI.C.1.e. is revised as follows:

e. Watermaster shall obtain from Operating Committee on a monthly basis its report of the amount of storage achieved using the methodology specified in Section VII(B) and Exhibits F and G of this Agreement.

5. Section VII.A.4. is revised to read as follows:

4. The quantity of any Program Water delivered to the Metropolitan Storage Account in any given month shall be determined in accordance with the accounting methodology set forth in Exhibits F and G.

6. Section XIII.B. is revised to read as follows:

1. Should IEUA or TVMWD, each acting through agreement with its respective Operating Parties, fail to fully perform in accordance with Exhibit G in response to a call from Metropolitan that has been approved by the Watermaster, and upon a determination by the Operating Committee that full performance could and should have occurred, then Metropolitan shall invoice to IEUA or to TVMWD, as appropriate, water delivered equal to the quantity in acre-feet of non-performance at two times the Tier 2 full service water rate (or its equivalent, as determined by Metropolitan in its reasonable discretion) currently then in effect ("Nonperformance Penalty"). The parties and the Operating Parties have expressly agreed on the conditions that qualify for a waiver of non-performance penalties under section 2, below, as set forth in Exhibit G.

2. Should the Operating Committee in its review of incomplete performance, as specified in paragraph B (1) above, determine that unanticipated operational or water quality considerations precluded full performance, the Operating Committee shall not recommend to Metropolitan that the Nonperformance Penalty be assessed. In such case, IEUA or TVMWD, whichever is the responsible Member Agency, shall work with the nonperforming Operating Party to promptly set out a mutually agreeable course of action and schedule to correct the deficiency and present such to the Operating Committee for its concurrence. Future nonperformance outside of the agreed-upon schedule (provided that the Operating Committee has concurred with such schedule) would be subject to the Nonperformance Penalty.

7. Section XV.H. is revised to read as follows:

H. Notice

Formal written notices, demands, correspondence and communications between the Parties authorized by this Agreement shall be sufficiently given if personally served or dispatched by registered or certified mail, first-class, postage prepaid, return receipt requested, to the Parties as follows:

To IEUA:
Inland Empire Utilities Agency
General Manager
6075 Kimball Avenue
Chino, CA 91708

AMENDMENT NO. 8
TO
GROUNDWATER STORAGE PROGRAM
FUNDING AGREEMENT NO. 49960

BY AND AMONG

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AND

INLAND EMPIRE UTILITIES AGENCY

AND

THREE VALLEYS MUNICIPAL WATER DISTRICT

AND

CHINO BASIN WATERMASTER

DATED AS OF January 29th, 2015

**AMENDMENT NO. 8 TO GROUNDWATER STORAGE PROGRAM
FUNDING AGREEMENT NO. 49960**

**THIS AMENDMENT NO. 8 TO GROUNDWATER STORAGE PROGRAM
FUNDING AGREEMENT NO. 49960** (this "Amendment No. 8"), dated as of January 23rd 2015, is entered into by and among **THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA** ("Metropolitan"), a public entity of the State of California, **INLAND EMPIRE UTILITIES AGENCY**, a municipal water district of the State of California ("IEUA"), **THREE VALLEYS MUNICIPAL WATER DISTRICT**, a municipal water district of the State of California ("TVMWD") and **CHINO BASIN WATERMASTER**, an entity established by the Superior Court of the State of California to administer and enforce the Chino Groundwater Basin Judgment ("Watermaster"). Hereafter, Metropolitan, IEUA, TVMWD and Watermaster may be referred to collectively as "Parties."

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A. In June 2003, the Parties entered into an agreement titled, "Agreement No. 49960 Groundwater Program Storage Funding Agreement" ("Agreement") pursuant to which Metropolitan has stored water in the Chino Basin.

B. By April 2008, over 88,000 acre-feet were stored in the Metropolitan Storage Account pursuant to the terms of the Agreement. Metropolitan subsequently made three calls for production of stored water from 2008 through 2011. Based upon the storage and extraction experience of the Parties, the Parties now wish to make adjustments to the Agreement to improve and clarify measurement of storage and extraction from the Metropolitan Storage Account, to clarify how performance of calls will be evaluated, and to revise administrative milestones and make miscellaneous updates.

C. This Amendment No. 8 makes adjustments to the provisions within the Agreement, revises Exhibit F, and deletes and replaces the provisions of Exhibit G to the Agreement.

D. The Operating Committee's current version of Exhibit H (Description of Program Facilities and Operating Parties) is also attached to this Amendment No. 8.

NOW, THEREFORE, in consideration of the foregoing Recitals, the Parties hereby agree as follows:

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Metropolitan can store water in the Chino Basin at a rate of 25,000 AF per year, unless a greater amount is approved by the Watermaster.

2. Section VI.A.2. is revised to read as follows:

The Operating Committee shall meet:

a. As reasonably often as necessary to implement operations and take other needed action pursuant to this Agreement. Such tasks will include preparation of Operating Committee's certification to Watermaster regarding monthly storage achieved utilizing methodology specified in Exhibits F (Accounting Methodology) and G (Performance Criteria);

b. Within thirty days after the execution of this Agreement; and thereafter in years that Metropolitan requests to store or extract water within sixty days of Metropolitan's request develop Program Annual Operating Plan for the subsequent year; and

c. By June 30 of each year review prior fiscal year performance for storage and/or extraction in conformance with the Annual Operating Plan and Exhibit G, Performance Criteria; review need for adjustments to Electrical Costs and Operation and Maintenance Costs for prior fiscal year; and for assessment of per-acre-foot Electrical Costs and Operation and Maintenance Costs to be paid by Metropolitan.

3. Sections VI.A.4.a. and d. are revised to read as follows:

a. Properly account for the amounts of all water stored and extracted and submit a report of these amounts achieved for the Metropolitan Storage Account to Watermaster and Metropolitan on a monthly basis but not more than two months in arrears. Any adjustments to the monthly submittals shall be submitted to the Watermaster and to Metropolitan in a timely manner for consideration in the preparation of the Watermaster's annual assessment package. Within one year following the end of the fiscal year, an annual reconciliation shall be performed of storage and extraction.

d. Prepare and deliver to the Parties, on or before June 30 of each year, a written annual report outlining the Operating Committee's actions during the prior fiscal year (the "**Operating Committee Annual Report.**")

4. Section VI.C.1.e. is revised as follows:

e. Watermaster shall obtain from Operating Committee on a monthly basis its report of the amount of storage achieved using the methodology specified in Section VII(B) and Exhibits F and G of this Agreement.

5. Section VII.A.4. is revised to read as follows:

4. The quantity of any Program Water delivered to the Metropolitan Storage Account in any given month shall be determined in accordance with the accounting methodology set forth in Exhibits F and G.

6. Section XIII.B. is revised to read as follows:

1. Should IEUA or TVMWD, each acting through agreement with its respective Operating Parties, fail to fully perform in accordance with Exhibit G in response to a call from Metropolitan that has been approved by the Watermaster, and upon a determination by the Operating Committee that full performance could and should have occurred, then Metropolitan shall invoice to IEUA or to TVMWD, as appropriate, water delivered equal to the quantity in acre-feet of non-performance at two times the Tier 2 full service water rate (or its equivalent, as determined by Metropolitan in its reasonable discretion) currently then in effect ("Nonperformance Penalty"). The parties and the Operating Parties have expressly agreed on the conditions that qualify for a waiver of non-performance penalties under section 2, below, as set forth in Exhibit G.

2. Should the Operating Committee in its review of incomplete performance, as specified in paragraph B (1) above, determine that unanticipated operational or water quality considerations precluded full performance, the Operating Committee shall not recommend to Metropolitan that the Nonperformance Penalty be assessed. In such case, IEUA or TVMWD, whichever is the responsible Member Agency, shall work with the nonperforming Operating Party to promptly set out a mutually agreeable course of action and schedule to correct the deficiency and present such to the Operating Committee for its concurrence. Future nonperformance outside of the agreed-upon schedule (provided that the Operating Committee has concurred with such schedule) would be subject to the Nonperformance Penalty.

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To IEUA:
Inland Empire Utilities Agency
General Manager
6075 Kimball Avenue
Chino, CA 91708

To TVMWD:
Three Valleys Municipal Water District
General Manager
1021 E. Miramar Avenue
Claremont, CA 91711

To Watermaster:
Chino Basin Watermaster
General Manager
9641 San Bernardino Road,
Rancho Cucamonga, CA 91730

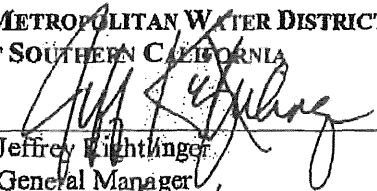
To Metropolitan:
The Metropolitan Water District
of Southern California
General Manager
700 No. Alameda Street
Los Angeles, California 90012

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either Party may, from time to time, reasonably designate by mail as provided in this Section. Notice shall be deemed given when received by mail or when personally served.

8. Exhibit F is revised as attached at the end of this Amendment No. 8.
9. Exhibit G is deleted and replaced. Replacement Exhibit G is attached at the end of this Amendment No. 8.
10. The Operating Committee's current version of Exhibit H (Description of Program Facilities and Operating Parties) is also attached to this Amendment No. 8 for reference only. No changes are made to this Exhibit with this Amendment No. 8.
11. Except as, and to the extent specifically and expressly modified by this Amendment No. 8, the Agreement is, and shall continue to be, in full force and effect. This Amendment does not constitute a waiver of any provisions, terms or conditions of the Agreement or of any failure to comply with such provisions, terms or conditions.
12. This Amendment No. 8 may be executed in multiple counterparts, all of which together shall constitute a single, integrated amendment to the Agreement.

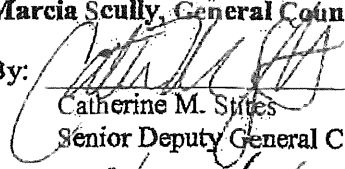
IN WITNESS WHEREOF, the Parties have caused this Amendment No. 8 to be executed as of the date first set forth above.

**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

By: 
Jeffrey Righthinger
General Manager

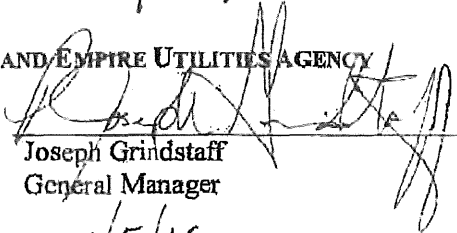
Date: 1/23/15

**APPROVED AS TO FORM:
Marcia Scully, General Counsel**

By: 
Catherine M. Stites
Senior Deputy General Counsel

Date: 7/23/14

INLAND EMPIRE UTILITIES AGENCY

By: 
Joseph Grindstaff
General Manager


Date: 1/5/15

APPROVED AS TO FORM:

By: 
General Counsel

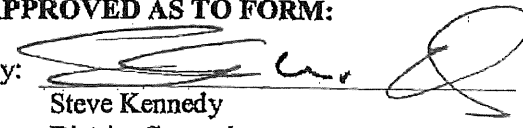
Date: 1-7-15

**THREE VALLEYS MUNICIPAL WATER
DISTRICT**

By: 
Richard W. Hansen
General Manager/Chief Engineer


Date: 9/4/14

APPROVED AS TO FORM:

By: 
Steve Kennedy
District Counsel

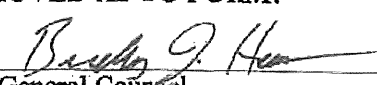
Date: 9/22/14

CHINO BASIN WATERMASTER

By: 
Peter Kavounas
General Manager

Date: 10/28/14

APPROVED AS TO FORM:

By: 
General Counsel

Date: 10/28/2014

EXHIBIT F

ACCOUNTING METHODOLOGY

Annual Operating Plan

Commencing upon the Effective Date of this Agreement and thereafter prior to the beginning of each fiscal year, the Operating Committee will develop an Annual Operating Plan to forecast IEUA's and TVMWD's operations for the coming year in terms of groundwater production and imported water delivery absent the Program, as well as intended storage through in-lieu deliveries, injection and direct spreading, and extraction. Deliveries to the Metropolitan Storage Account through in-lieu deliveries, injection, or direct spreading will be determined using methodologies detailed in this Exhibit F.

The Annual Operating Plan must reflect IEUA's and TVMWD's monthly operations in terms of groundwater production and imported water deliveries absent the Program. If water is to be stored through direct injection or spreading or in-lieu deliveries, the Annual Operating Plan must indicate the months when the deliveries to the Chino Basin are expected to occur. If water is to be extracted, the operating schedule must reflect the amount of imported water that will be delivered from the Metropolitan Storage Account each month.

Upon call by Metropolitan for storage or extraction, the Operating Committee shall prepare a revision to the Annual Operating Plan for submission to Metropolitan, IEUA, TVMWD, and Watermaster, which would indicate the revised monthly storage or extraction amounts for the Metropolitan Storage Account. Metropolitan shall invoice for extracted Stored Water Delivery on a monthly basis at the firm water rate minus pumping and Operations and Maintenance Costs, according to the revised Annual Operating Plan. Any adjustments to the quantities billed shall be made during the year-end reconciliation.

Calculation of Storage and Extraction

IEUA and TVMWD shall account for all water stored and extracted in the Chino Basin by their respective subagencies and each submit its certification of these total amounts and the subset of these amounts achieved for the Metropolitan Storage Account. IEUA and TVMWD shall each submit this certification to Metropolitan and the Watermaster on a monthly basis. At the end of each fiscal year, IEUA and TVMWD shall perform an annual assessment of total storage and extraction and the subset achieved for the Metropolitan Storage Account. Any adjustments to the monthly submittals shall be provided by IEUA to Metropolitan and to the Watermaster in a timely manner for consideration in the preparation of the Watermaster's annual report.

All accounting for the Metropolitan Storage Account shall conform to the following unless otherwise agreed by Metropolitan, IEUA, TVMWD, and Watermaster:

a. Initial storage balance upon execution of this Agreement shall be consistent with Exhibit E "Procedure for Initial Calculation of Metropolitan Storage Account". This initial storage balance is firm water to be billed at the rate designated in Exhibit E upon its extraction. This water, when extracted, shall be part of IEUA's firm water allocation pursuant to the rate structure. This water shall be first in, and first out of the Metropolitan Storage Account.

b. All other water delivered to the Metropolitan Storage Account shall be "new wet-water storage" to the Chino Basin, and not accomplished through an accounting transfer of pre-existing storage. New storage is achieved through demonstrated in-lieu delivery spreading, or injection of imported water supplied by Metropolitan.

c. Monthly amounts certified by IEUA or TVMWD as in-lieu storage shall meet criteria specified in Exhibit G.

The Operating Committee shall perform an annual reconciliation of Metropolitan and IEUA's and TVMWD's records with the Watermaster report with respect to total storage and/or extraction from the Metropolitan Storage Account and Metropolitan's water billing inclusive of credits for the Operation and Maintenance Costs and Electrical Costs, and prepare any needed paperwork for adjustments to the billing.

Exhibit G

Chino Basin Conjunctive Use Program (CUP) "Dry Year" Storage Project Performance Criteria

The intent of the below Performance Criteria is to allow Metropolitan to reduce imported water deliveries to the Operating Parties and replace it with stored Chino Basin groundwater, making available additional imported water supply for delivery to other Metropolitan member agencies.

Performance

Metropolitan may, on thirty (30) days' notice, require Program Agency to meet the objectives of the project as follows:

- 1) During the next 12 month period, IEUA and TVMWD through their agreements with Operating Parties will cause a reduction of imported water deliveries by 33,000 AF (+/- 10 percent), at the service connection, from the Imported Water Baseline.
- 2) At no time shall a Metropolitan call result in a reduction in imported water deliveries below 40,000 AF. As long as the imported water deliveries by the Operating Parties total less than or equal to 40,000 AF, performance will have been met.
- 3) If a Metropolitan CUP call is made during implementation of Metropolitan's Water Supply Allocation Plan (WSAP), the amount of the CUP call shall be adjusted for the purposes of the WSAP performance, such that the 40,000 AF performance objective for CUP is met. The Operating Parties will still be expected to comply with all provisions of the WSAP. For purposes of the CUP, the full call amount (without adjustment for WSAP performance) would be deducted from the Storage Account and billed for by Metropolitan.
- 4) Metropolitan will pay O&M, Power and Treatment credits only on Chino groundwater production over the Chino Groundwater Baseline.
- 5) Metropolitan will bill for, and the Storage Account will be reduced by 33,000 AF.
- 6) If Performance Criteria is not met, the Penalty Rate will be applied on any unmet reduction of imported water delivery at the service connection.
- 7) A partial call will be addressed through a pro rata performance.
- 8) Any Chino Basin Groundwater produced above the Chino Groundwater Baseline but below the 33,000 AF call amount will be moved to the Operating Parties' supplemental storage accounts.

Chino Groundwater Baseline

For the purposes of Performance, an Operating Party's Chino Groundwater Baseline shall be set at the beginning of the performance period as the lesser of the following:

- 1) The average physical production adjusted upward for in-lieu CUP storage and downward for CUP extraction certified by Chino Basin Watermaster in the three (3) previous years beginning with the prior fiscal year (i.e. the baseline for a call during fiscal year 2014-15 would average years 2010-11, 2011-12 and 2012-13 and would not include 2013-14); or,
- 2) The average sum of the Operating Safe Yield and Net Ag Re-Allocation pumping rights, as reported in columns titled "Assigned Share of Operating Safe Yield" and "Net Ag Pool Reallocation" of the table titled "Pool 3 Water Production Summary," of the Chino Basin

Watermaster Annual Report or Annual Assessment Package, less any rights utilized to meet Chino Basin Desalter replenishment obligations, as shown in the Chino Basin Watermaster Annual Report or Annual Assessment Package, in the three (3) previous years beginning with the prior fiscal year.

Imported Water Baseline

The Imported Baseline shall be equal to the average imported water deliveries in the three (3) previous years beginning with the prior fiscal year. The imported water deliveries in each year is adjusted downward for in-lieu CUP storage and adjusted upward for CUP extraction.

In-Lieu Storage Guidelines

For in-lieu storage, the following criteria shall apply:

- 1) Certification of in-lieu CUP storage by an Operating Party shall be the lesser of the following:
 - a. Decrease in Chino groundwater production relative to the Chino Groundwater Baseline; or
 - b. Increase in imported water deliveries to the Operating Parties above the Imported Water Baseline by at least the certified amount. In the event that the increase in imported water deliveries is less than the decrease in Chino Basin groundwater production, the certified amount shall be equal to the increase in imported water deliveries.
- 2) Participation in in-lieu storage is optional. Therefore, in-lieu storage is based upon individual Operating Party performance.
- 3) No Operating Party may certify in-lieu storage during any fiscal year in which that Operating Party incurs a replenishment obligation.

Operating Committee

Baseline Adjustments

The Operating Committee may mutually agree to adjust the Chino Groundwater Baseline or the Imported Water Baseline to account for changed conditions. The Operating Committee may adjust the baselines due to factors such as new production wells, wells taken out of service, planned outages that would significantly affect ability to deliver supplies, significant retail conservation, and/or dramatic increase in local supplies (recycled water, desalted groundwater, etc.). Increases or decreases in total demand shall not result in a baseline adjustment unless it can be shown that the change is a result of significant retail conservation. Normal demand variations due to hydrologic or economic factors are not eligible for baseline adjustments. Any request for baseline adjustment must accompany sufficient documentation to allow the Operating Committee to evaluate the request. All baseline adjustment requests must be submitted before the storage/call year with the Annual Operating Plan.

Performance Targets

The Operating Committee may mutually agree to modify performance targets due to severe and unexpected conditions. It should be generally agreed that additional use and production of all local supplies available to the Operating Parties should not be restricted or cause IEUA, TVMWD or the Operating Parties to be out of compliance of a performance target. The Operating Committee may agree to adjust the imported water performance target due to severe and unexpected conditions, such as but not limited to the following:

- a. Significant loss in total local supply capacity (groundwater, desalter and recycled); and/or OR
- b. Significant increase in total demand.
- c.

Any adjustment related to the performance targets does not apply to the requirements for receiving O&M, Power and Treatment credits or the amount deducted from the storage account. The full call amount would be deducted from the storage account and billed by Metropolitan regardless of any performance adjustment. Detailed documentation of the severe and unexpected conditions must be provided to allow the Operating Committee to evaluate the request.

Examples

The following examples demonstrate situations where non-performance penalties may be waived pursuant to Section XIII.B. of the Agreement.

Example 1 - Base Example

Call Amount	33,000 AF
Baseline Service Connection Deliveries	70,000 AF
Call Year Service Connection Deliveries	<u>40,000 AF</u>
Reduction at Service Connection	30,000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>95,000 AF</u>
Increase in Groundwater Production	15,000 AF

Performance is met because the actual service connection deliveries were equal to 40,000 AF. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 15,000 AF and the remaining 18,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 2 – Increase in Local Supply Capacity

Call Amount		33,000 AF
Baseline Service Connection Deliveries	(-5,000AF)	65,000 AF
Call Year Service Connection Deliveries		<u>35,000 AF</u>
Reduction at Service Connection		30,000 AF
Baseline Groundwater Production (+5,000AF)		85,000 AF
Call Year Groundwater Production		<u>100,000 AF</u>
Increase in Groundwater Production		15,000 AF

*In this example, Agency A increases its local supply capacity by expanding a treatment plant by 5,000 AF. This would allow Agency A to increase its production. As a result, the Operating Committee agreed to increase the Baseline Groundwater Production by 5,000 AF and decrease the Imported Water Baseline by 5,000 AF.

Performance is met because the actual service connection deliveries reduction was 30,000 AF. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 15,000 AF and the remaining 18,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 3-- Reduced Demands (-5,000 AF)

Call Amount	33,000 AF
Baseline Service Connection Deliveries (-3,000 AF)	67,000 AF
Call Year Service Connection Deliveries	<u>40,000 AF</u>
Reduction at Service Connection	27,000 AF
Baseline Groundwater Production (-2,000 AF)	78,000 AF
Call Year Groundwater Production	<u>95,000 AF</u>
Increase in Groundwater Production	17,000 AF

*In this example, the Operating Committee determined that the installation of ultra-low flow toilets in Agency A's service area would result in a demand reduction of 5,000 AF. This reduction was expected to change both the imported and groundwater baselines. As a result, Agency A's imported water baseline was adjusted down by 3,000 AF and the groundwater baseline was adjusted down by 2,000 AF by the Operating Committee.

Performance is met because the actual service connection deliveries were 40,000 AF. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 17,000 AF and the remaining 16,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 4 – Loss of Local Supply with Groundwater Baseline Adjustment of -5,000 AF and Imported Water +5,000 AF*

Call Amount	33,000 AF
Adjusted Baseline Service Connection Deliveries (+5,000 AF)	75,000 AF
Call Year Service Connection Deliveries	<u>45,000 AF</u>
Reduction at Service Connection	30,000 AF
Adjusted Baseline Groundwater Production (-5,000 AF)	75,000 AF
Call Year Groundwater Production	<u>90,000 AF</u>
Increase in Groundwater Production	15,000 AF

*In this example, Agency A has had six wells go out of service permanently. It will take at least 12 months to drill new wells. As a result of the outage, Agency A's total well capacity has been reduced by 5,000 AF. The Operating Committee agrees to a 5,000 AF baseline reduction on ground water and increase baseline imported water deliveries by 5,000 AF.

Performance is met because the actual service connection deliveries were reduced by 30,000 AF. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are

given on 15,000 AF and the remaining 18,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 5 – Water Supply Allocation Overlap

Call Amount	33,000 AF
WSAP Level 2	10%
Baseline Service Connection Deliveries	60,000 AF
WSAP Adjusted Baseline Service Connection Deliveries	55,000 AF *
Call Year Service Connection Deliveries	<u>40,000 AF</u>
Reduction at Service Connection	15,000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>100,000 AF</u>
Increase in Groundwater Production	<u>20,000 AF</u>

**For illustrative purposes only.*

Level 2 WSAP = (Total Demand – Local Supplies) x 90% + Adjustments

Performance is met for CUP because the actual service connection deliveries were equal to 40,000 AF. 33,000 AF is billed for and deducted from account. Power and O&M credits are given on 20,000 AF and the remaining 13,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts. For the WSAP, it is assumed that the adjusted call amount is 15,000 AF.

Example 6 – 10 Percent Performance Range

Call amount	33,000 AF
Baseline Service Connection Deliveries	80,000 AF
Call Year Service Connection Deliveries	<u>50,000 AF</u>
Reduction at Service Connection	30,000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>100,000 AF</u>
Increase in Groundwater Production	<u>20,000 AF</u>

Performance is met because the Operating Parties reduced service connection deliveries by 30,000 AF, which is within +/- 10 percent of 33,000. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 20,000 AF and the remaining 13,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 7 – Non-Performance

Call amount	33,000 AF
Baseline Service Connection Deliveries	60,000 AF
Call Year Service Connection Deliveries	<u>45,000 AF</u>
Reduction at Service Connection	15,000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>95,000 AF</u>
Increase in Groundwater Production	15,000 AF

Performance is **not** met. The actual service connection deliveries are greater than 40,000 and the reduction in service connection deliveries are less than 33,000 +/- 10 percent. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 15,000 AF and the remaining 18,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts. 5,000 AF is billed at the Penalty Rate of 2x Tier 2.

Example 8 – “Agency A” In-lieu Storage

Baseline Service Connection Deliveries	15,000 AF
Storage Year Service Connection Deliveries	<u>20,000 AF</u>
Increase at Service Connection	5,000 AF
Baseline Groundwater Production	20,000 AF
Storage Year Groundwater Production	<u>10,000 AF</u>
Decrease in Groundwater Production	10,000 AF

In this example, “Agency A” would be eligible for 5,000 AF of in-lieu storage. The increase in service connection deliveries (5,000 AF) are less than the decrease in groundwater production (10,000 AF).

DESCRIPTION OF PROGRAM FACILITIES & OPERATING PARTIES

Ion Exchange Nitrate Removal Facility	Capacity (in AFY)	Funding Allocation	Project Name & Location
City of Pomona	2,000	\$1,700,000.00	Anion Exchange Nitrate Removal Facility Upgrade and Expansion Project, Located @ First & San Lorenzo
Monte Vista County Water District	1,544	\$1,428,200.00	Well 33, Located @ Palo Verde & Benson
City of Chino	1,159	\$1,072,043.00	
City of Upland	3,001	\$2,776,064.00	Plant No. 12 Ion Exchange Facility, Located @ Ninth & Mountain
City of Chino Hills	1,448	\$1,338,938.00	Pellisier Well (Well #20), Located @ Chino Hills Pkwy & Ramona
City of Ontario	1,544	\$1,428,200.00	Well 52/Well 44, Located @ Cucamonga & 4th
Jurupa Community Services District	2,000	\$1,494,000.00	Roger D. Teagarden Ion Exchange Water Treatment Plant, Located @ Etiwanda & 60 Freeway
IEUA Brine Line	-	\$804,898.22	
Total Treatment Facilities Capacity:	12,696	\$12,042,343.22	
Well Facilities	Capacity (in AFY)	Funding Allocation	Project Name & Location
Monte Vista County Water District	2,419	\$1,572,581.00	Well 31, Located @ Monte Vista & Richton
Cucamonga County Water District	11,353	\$8,395,433.00	Wells # 39 - 42, 2 Additional Wells 44 & 45 were Added in place of the Ion Exchange, Well 43 submitted for replacement of 44 & 45, Located @ East Ave. & I-15; Cleveland & 7th ; (9591 & 9673 San Bernardino Road ; Gun Grove)
City of Ontario	6,532	\$4,245,968.00	Wells # 45, 46 ,& 47, Located @ Campus & E St., 8th St., & Concourse Ave.
Total Well Capacity:	20,304	\$14,213,982.00	
Total Extraction Capacity (Treatment + Well Capacity):	33,000	\$26,256,325.22	Note: \$1,243,674.78 used for environmental costs to bring total project cost to \$27.5 million.

CHINO BASIN WATERMASTER

Case No. RCVRS 51010

Chino Basin Municipal Water District v. City of Chino, et al.

PROOF OF SERVICE

I declare that:

I am employed in the County of San Bernardino, California. I am over the age of 18 years and not a party to the action within. My business address is Chino Basin Watermaster, 9641 San Bernardino Road, Rancho Cucamonga, California 91730; telephone (909) 484-3888.

On March 22, 2023, I served the following:

1. DECLARATION OF ELIZABETH HURST IN SUPPORT OF INLAND EMPIRE UTILITIES AGENCY'S OPPOSITION TO CITY OF ONTARIO'S MOTION CHALLENGING WATERMASTER'S NOVEMBER 17, 2022 DECISION TO APPROVE THE FY 2022/2023 ASSESSMENT PACKAGE

/ X / BY MAIL: in said cause, by placing a true copy thereof enclosed with postage thereon fully prepaid, for delivery by the United States Postal Service mail at Rancho Cucamonga, California, addresses as follows:
See attached service list: Mailing List 1

/ ___ / BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

/ ___ / BY FACSIMILE: I transmitted said document by fax transmission from (909) 484-3890 to the fax number(s) indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting fax machine.

/ X / BY ELECTRONIC MAIL: I transmitted notice of availability of electronic documents by electronic transmission to the email address indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting electronic mail device.
See attached service list: Master Email Distribution List

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 22, 2023 in Rancho Cucamonga, California.



By: Ruby Favela Quintero
Chino Basin Watermaster

PAUL HOFER
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