Category 2 Project Justification: This attachment includes a summary of the proposed project and the technical justification. In addition, the project’s financial need and support for the project are described.

Project Support documentation includes the MOU with the City of Norco and the Home Gardens County Water District, documentation of participation in the GSA for the neighboring Bedford-Coldwater Subbasin, documentation of coordination with the neighboring Coastal Plain of Orange County Groundwater Basin GSA, and support letters. To date the City of Corona has received support letters from:

- The City of Norco
- Home Gardens County Water District
- Inland Empire Water Keeper
- Riverside County Flood Control and Water Conservation District
- Western Municipal Water District
- Corona-Norco Family YMCA
PROPOSAL SUMMARY

The City of Corona is actively managing the Temescal Subbasin of the Upper Santa Ana Valley Groundwater Basin (DWR Basin Number 8-2.09) in collaboration with the City of Norco and Home Gardens County Water District (HGCWD). To continue this management into the future, consistent with SGMA, the City of Corona, City of Norco, and HGCWD have entered a Memorandum of Understanding (MOU) to establish the Temescal Subbasin Groundwater Sustainability Agency (Temescal GSA). Through the MOU, The City of Corona has accepted the primary responsibility to develop a GSP for the Temescal Subbasin, to submit it to DWR, and to prepare Annual Reports thereafter. The GSP will be developed jointly among the three agencies, with coordinated implementation toward sustainable management.

The City of Corona, City of Norco and HGCWD intend to continue their collaborative groundwater management through GSP preparation and herein request Category 2 funding assistance. The Groundwater Sustainability Plans and Projects Proposal Solicitation Package (PSP) requires designation of a project that benefits a Bulletin 118 groundwater basin; this project is preparation of a GSP for the entire Temescal Subbasin (DWR Basin Number 8-2.09). Figure 1 shows the Temescal Subbasin as the project area.

Sustainable management of the Temescal Subbasin is critical to local water supply reliability. The three local agencies (both individually and jointly) have developed water supply portfolios including imported water, groundwater from multiple local basins, and reclaimed water for landscape irrigation. Water conservation measures also have been implemented (as documented in the recent Corona and Norco Urban Water Management Plans), providing an important tool for responding to water shortages. Local agencies are active in regional water management, and recognize that local groundwater is a primary source of supply and needs to be reliable. The Temescal Subbasin area historically has experienced significant land use changes — shifting from agricultural to urban land uses — and water demand increases. This transition was achieved in part with reliance on local groundwater. In fact, the Corona GWMP indicated that overdraft conditions occurred in the Temescal Subbasin during the last three years of the 1990 to 2004 period as pumping increased. While conditions subsequently improved, this illustrates that overdraft can occur. Concerns about water supply reliability persist, given the uncertainties of imported water and climate change. Moreover, groundwater quality generally is poor; in fact, sustainable groundwater use is dependent on treatment at the Temescal Desalter.

This proposal requests funding assistance to strengthen local groundwater management. Corona and its partner agencies have been managing the Temescal Subbasin; this has entailed planning, monitoring, and projects initially addressed in the 2008 AB3030 Groundwater Management Plan. Nonetheless, local groundwater management needs to be adapted to SGMA, focused sharply on SGMA sustainability criteria, made rigorous with quantification of sustainability indicators and improvement of modeling and monitoring, and strengthened with outreach to stakeholders and annual reporting. To be specific, funding is needed for the following items:

- Data Management System, including GIS mapping and data sets (e.g., soils, land use, climate)
- Water resources monitoring program (e.g., groundwater levels, pumping, quality)
- Groundwater analyses and maps of historical/current conditions (e.g., change in groundwater storage)
- Groundwater quality assessment
- Groundwater budget assessment and quantification
- Numerical groundwater flow model review, possible improvement, and application
- Outreach to stakeholders
- Consideration of management issues, objectives, and activities consistent with SGMA

This request for funding assistance also is based on the needs of local Disadvantaged Communities (DACs) and Severely Disadvantaged Communities (SDACs). As documented in Attachments 7 and 9, DACs and SDACs represent 28 percent of the Temescal Subbasin area.
TECHNICAL NEED

The City of Corona, City of Norco, and HGCWD have participated in active management of water resources in the Temescal Subbasin. This management has included cooperation in preparing the 2008 Groundwater Management Plan and participation in regional Santa Ana Watershed planning and management. Historical management provides a good foundation for SGMA. However, SGMA entails a rigorous, systematic process with significant requirements. Accordingly, a detailed Work Plan has been developed for GSP preparation. Specific technical needs included in the Work Plan are highlighted below:

- Local groundwater management has been collaborative—involving multiple water agencies, land use planning agencies, and non-governmental organizations—with outreach to the community. For example, the 2008 GMMP included development of a Stakeholder List, a series of public meetings, and opportunities for commentary. However, additional outreach is needed to explain what SGMA is and why it matters, and then to solicit input from Temescal Subbasin organizations and citizens. This will include development of a Communication Plan, creation of a website for the GSA, establishment of an advisory group, and coordination of meetings and workshops.

- Corona undertook a significant data collection and compilation task when it completed the GWMP in 2008. While data collection has continued, the databases have not been fully updated and a Data Management System (DMS) is needed that will be responsive to BMPs (e.g., Data Quality Objective process and monitoring protocols), address all sustainability criteria, and identify data gaps. Recent planning documents, including municipal and county plans, need to be incorporated.

- The Temescal Subbasin is one of many in the Upper Santa Ana Valley Basin and is the last before the Santa Ana River drains to the Orange County Coastal Plain. Consequently, Temescal Subbasin is an important link in a highly complex and intensively managed groundwater and surface water management region. The GSP needs to clearly describe the Plan Area, institutional setting, and regional water resources management as context for local management.

- Local geology is complex and has not had a comprehensive evaluation since the 2008 GWMP. The GSP will include comprehensive review of the substantial geologic and hydrogeologic information that has been gained since 2008 and provide an updated hydrogeologic conceptual model.

- While data collection has continued, and some analysis has occurred, a systematic and comprehensive update is needed of Temescal groundwater conditions with a focus on sustainability criteria.

- Land use in the Temescal subbasin has not changed much in the past 10 years, but the water budget needs to be updated and evaluated in terms of recent historical use, planned future use, sustainable yield and overdraft.

- Options exist for numerical modeling, including use of the regional Upper Santa Ana River Integrated Model now being developed, update of the model completed in 2008, or development of a new model. Each option needs to be evaluated in light of SGMA needs.

- Application of SGMA requirements could potentially reveal undesirable results. One anticipated requirement for compliance with SGMA will be thorough evaluation of groundwater-dependent ecosystems, like the Prado Management Area at the northwest end of the subbasin. Another could relate to subsidence, which has not been a known issue.

- While the City of Corona has a long history of groundwater management, such management has not included systematic quantification of undesirable results, minimum thresholds, or measurable objectives as required by SGMA. Defining these specific sustainability criteria, eliciting input from the advisory group and stakeholders, and creating a detailed plan for future sustainability will be an intensive effort.

- The IRWMP and GWMP have identified and evaluated numerous projects; these and additional projects need to be reviewed in light of SGMA criteria and a new implementation plan developed.

- Existing monitoring programs need to be reevaluated and improved, as guided by the Data Quality Objective (DQO) process.
The City of Corona, City of Norco, and HGCWD have established the Temescal GSA for sustainable management of the Temescal Subbasin. The Temescal Subbasin shares boundaries with four other basins: Chino, Riverside-Arlington, Coastal Plain of Orange County, and Bedford-Coldwater. GSAs in those basins include Western Municipal Water District - Southeastern Chino Basin GSA, Western Municipal Water District - Riverside-Arlington Subbasin GSA, Bedford-Coldwater Sub-basin GSA, and Orange County Water District (OCWD).

Members of the Temescal GSA have a long history of collaboration with neighboring water agencies. With regard to SGMA, communication with GSAs in neighboring basins has included active participation in GSA formation and management, Basin Boundary Modifications and discussions regarding modifications to neighboring basins, discussions regarding an Alternative Plan for the Coastal Plain of Orange County, and ongoing coordination among neighboring agencies for water supply and management.

- The City of Corona is a member of the Bedford-Coldwater Sub-Basin GSA. This GSA was formed by a Joint Powers Agreement (JPA) between the City of Corona, the Temescal Valley Water District, and the Elsinore Valley Municipal Water District. These three agencies are engaged in ongoing joint management of that GSA. A copy of the JPA forming the Bedford-Coldwater Subbasin Groundwater Sustainability Agency is included in this attachment.
- In 2016, the City of Corona, Temescal Valley Water District, and Elsinore Valley Municipal Water District collaborated in a successful Basin Boundary Modification application through DWR that created the Bedford-Coldwater Subbasin within the Elsinore Groundwater Basin. Documentation is available online: http://sgma.water.ca.gov/basinmod/init/preview/94
- In early 2016, City of Corona and Orange County Water District exchanged correspondence and discussed potential changes to the boundary between Temescal and Coastal Plain of Orange County and in March 2016 mutually agreed to leave the boundary unchanged. A copy of the Orange County Water District response to comments from the City of Corona and others is included in this attachment.
- In May 2016, OCWD sent letters to agencies, including City of Corona with information regarding the OCWD proposal to prepare an Alternative Plan. A subsequent meeting was held between OCWD and City of Corona staff and consultants. The City of Corona collaborated with OCWD in developing the report covering the Santa Ana Canyon Management Area portion of the Alternative Plan area.
- The City of Corona regularly communicates and coordinates with the Western Municipal Water District (WMWD), a primary party to both the neighboring Chino and Riverside-Arlington subbasin GSAs. WMWD is the imported water wholesaler to the City of Corona and is also the CASGEM Agency for the Temescal Subbasin; WMWD provided a letter in support of this grant application.

Recognizing the importance of SGMA to local groundwater users, the City of Corona and its local agency partners have been providing information and outreach on groundwater issues. This communication has included planning documents, such as the 2008 GWMP and 2015 City of Corona UWMP, which discuss sustainable yield and groundwater management. The GWMP and UWMP are available online: http://www.discovercoronadwp.com/construction/plan-docs.shtml

Letters supporting Temescal GSA in this application are attached. These have been received from:

- The City of Norco
- Home Gardens County Water District
- Inland Empire Water Keeper
- Riverside County Flood Control and Water Conservation District
- Western Municipal Water District
- Corona-Norco Family YMCA
LETTERS OF SUPPORT FOR CITY OF CORONA GRANT APPLICATION

The City of Norco
Home Gardens County Water District
Inland Empire Water Keeper
Riverside County Flood Control and Water Conservation District
Western Municipal Water District
Corona-Norco Family YMCA
November 3, 2017

Department of Water Resources
Financial Assistance Branch
P.O. Box 942836
Sacramento, CA 94236

Attn: Zaffar Eusuff

Subject: Letter in support of the City of Corona’s planning grant application to prepare a Groundwater Sustainability Plan for the Temescal Subbasin.

Dear Mr. Eusuff,

On behalf of the City of Norco, I would like to express my support for the development of the Temescal Subbasin Groundwater Sustainability Plan (GSP), for which City of Corona is seeking funding under the Sustainable Groundwater Planning Grant Program.

The City of Norco’s mission is to serve its residents, businesses, and visitors in a friendly, ethical, and cost-effective manner with excellent customer service to provide and preserve a high quality of life in a community that values its identity as Horsetown USA.

Norco is part of the Groundwater Sustainability Agency formed with Corona, Home Gardens County Water District, and the County of Riverside with the purpose of managing and implementing a GSP for the subbasin. Norco serves approximately 25,000 people and has approximately 7,500 potable water services. The subbasin provides Norco about 15.5% of its water demand through groundwater wells. Norco also purchases treated water on an as-needed basis from Corona.

Corona serves approximately 165,000 people and has over 41,000 potable water services. In 2015, 64.3% of Corona’s water supply came from local groundwater wells owned and operated by the City. A portion of the Corona’s water service area meets the Disadvantaged Communities (DAC) and Severely DAC criteria. These areas will benefit from improved groundwater management resulting from the GSP.

The Groundwater Sustainability Plan proposed by Corona will develop a roadmap for achieving and maintaining sustainable groundwater in the area. Norco and the community are cooperating with Corona in the GSP development.

The City of Norco requests that the Department of Water Resources awards a grant under Proposition 1 to Corona to provide the investment needed to develop a comprehensive plan for managing the shared groundwater resources.
Sincerely,

Chad Blais
Director of Public Works
City of Norco
California Department of Water Resources  
Financial Assistance Branch  
P.O. Box 942836  
Sacramento, CA 94236  

Attn: Zaffar Eusuff

Subject: Letter in support of the City of Corona’s planning grant application to prepare a Groundwater Sustainability Plan for the Temescal Subbasin.

Dear Mr. Eusuff,

On behalf of Home Gardens County Water District (Home Gardens), I would like to express my strong support for the development of the Temescal subbasin Groundwater Sustainability Plan (GSP), for which City of Corona (City) is seeking funding under the Sustainable Groundwater Planning Grant Program.

Home Gardens is part of the Groundwater Sustainability Agency formed with Corona, Norco, and the County of Riverside with the purpose of managing and implementing a GSP for the subbasin.

The City serves approximately 165,000 people and has over 41,000 potable water services. In 2015, 64.3% of the City’s water supply came from local groundwater wells owned and operated by the City. Starting in July 2015, the City began providing wholesale water to Home Gardens. A portion of Corona’s water service area meets Disadvantage Communities (DAC) and Severely DAC criteria. This service area will greatly benefit from improved groundwater management resulting from the GSP.

The GSP for the Temescal Subbasin proposed by Corona will develop a roadmap for achieving and maintaining sustainable groundwater in the area. Home Gardens and the community are cooperating with Corona in the GSP development.

Home Gardens requests that the Department of Water Resources awards a grant under Proposition 1 to Corona to provide the investment needed to develop a comprehensive plan for managing the shared local groundwater resources.

Sincerely,

[Signature]

David Vigil  
General Manager  
Home Gardens County Water District
October 30, 2017

California Department of Water Resources
Financial Assistance Branch
P.O. Box 942836
Sacramento, CA 94236

Attn: Zaffar Eusuff

Subject: Letter in support of the City of Corona’s Planning grant application to prepare a Groundwater Sustainability Plan for the Temescal Subbasin.

Dear Mr. Eusuff,

On behalf of the Inland Empire Waterkeeper (IEWK), I would like to express my strong support for the development of the Temescal Subbasin Groundwater Sustainability Plan (GSP), for which City of Corona (City) is seeking funding under the Sustainable Groundwater Planning Grant Program.

IEWK is a grassroots, non-profit water quality organization with a mission to enhance and protect the quality of the waterways within the Upper Santa Ana River Watershed. IEWK’s vision is to achieve a sustainable watershed free of pollution and community of motivated water stewards to ensure swimmable, drinkable, fishable waters within the Upper Santa Ana River Watershed.

The City serves approximately 165,000 people and has over 41,000 potable water services. In 2015, 64.3% of the City’s water supply came from local groundwater wells owned and operated by the City. A portion of Corona’s water service area meets Disadvantage Communities (DAC) and Severely DAC criteria. This service area will greatly benefit from improved groundwater management resulting from the GSP.

The GSP for the Temescal proposed by Corona will develop a roadmap for achieving and maintaining sustainable groundwater in the area.

Inland Empire Waterkeeper requests that the Department of Water Resources awards a grant under Proposition 1 to Corona to provide the investment needed to develop a comprehensive plan for managing the groundwater resources.

Sincerely,

Megan Brousseau
Associate Director
Inland Empire Waterkeeper
October 30, 2017

Re: City of Corona's Temescal Sub-basin Groundwater Sustainability Plan
Letter of Support for Groundwater

The Riverside County Flood Control and Water Conservation District (District) supports the City of Corona's (City) grant application to support development of a Groundwater Sustainability Plan (GSP) for the Temescal Sub-basin. There is a critical need to proactively and sustainably manage the groundwater resources in southern California as part of the regional water portfolio. We believe that developing a comprehensive GSP for this sub-basin is an important first step.

The development of a long-term, comprehensive GSP which identifies the safe yield of the sub-basin and provides recommended future groundwater management actions to maintain groundwater supply extraction within the sub-basin safe yield is vital to achieving a sustainable water supply. The GSP will help both customers and the City to more effectively manage water resources and collaboratively plan for continued water efficiency actions and activities necessary to support both existing and future development.

The District supports the City's application through the California Department of Water Resources Proposition 1 Sustainable Groundwater Planning funding program to secure grant funds to create a Sustainable Groundwater Management Plan.

Very truly yours,

JASON E. UHLEY
General Manager-Chief Engineer

c: Raul Arevalo, City of Corona DWP
October 30, 2017

California Department of Water Resources
Financial Assistance Branch
Attn: Zaffar Eusuff
P.O. Box 942836
Sacramento, CA 94236

Subject: Corona's Planning Grant Application to Prepare a GSP for the Temescal Subbasin
Position: SUPPORT

Dear Mr. Eusuff,

On behalf of Western Municipal Water District (WMWD), I would like to express my strong support for the development of the Temescal Subbasin Groundwater Sustainability Plan (GSP), for which the city of Corona is seeking funding under the Sustainable Groundwater Planning Grant Program.

WMWD supplies water on both a wholesale and a retail basis to a region stretching 527-square miles in western Riverside County. This regional area includes the cities of Corona, Norco, Murrieta, and Riverside, as well as the water agencies serving Box Springs, Temescal Valley, Lake Elsinore, and Temecula.

Corona serves approximately 165,000 people and has over 41,000 potable water services. In 2015, 64.3% of the Corona’s water supply came from local groundwater wells owned and operated by Corona. Corona also depends on imported water from WMWD for a large portion of its total supplies. Having a well-managed and reliable local groundwater supply is critical for Corona’s future. A portion of Corona’s water service area meets Disadvantage Communities (DAC) and Severely DAC criteria. This service area will greatly benefit from improved groundwater management resulting from the GSP.

The GSP for the Temescal Subbasin proposed by Corona will develop a roadmap for achieving and maintaining sustainable groundwater in the area.

WMWD requests that the Department of Water Resources award a grant under Proposition 1 to Corona provide the investment needed to develop a comprehensive plan for managing our local groundwater resources.

Very Respectfully,

[Signature]

JOHN V. ROSSI
General Manager
October 25, 2017

California Department of Water Resources  
Financial Assistance Branch  
P.O. Box 942836  
Sacramento, CA 94236  

Attn: Zaffar Eusuff  

Subject: Letter in support of the City of Corona's Planning grant application to prepare a Groundwater Sustainability Plan for the Temescal Subbasin.  

Dear Mr. Eusuff,  

On behalf of Corona-Norco Family YMCA (YMCA) I would like to express my strong support for the development of the Temescal subbasin Groundwater Sustainability Plan (GSP), for which City of Corona (City) is seeking funding under the Sustainable Groundwater Planning Grant Program.  

In 1974, the YMCA was built to strengthen the Corona-Norco community by providing people and families from all different backgrounds with programs that promote their health and well-being. YMCA strives to nurture the potential of kids, provide affordable child care services, improve members' health, and provide opportunities for people to give back to their neighbors. We have many programs at affordable rates: Drop in preschool, part day preschool, before and after school, teen center, cardio fitness, music lessons, and many more. Some of these programs are free if the income guidelines are met.  

The City serves approximately 165,000 people and has over 41,000 potable water services. In 2015, 64.3% of the City's water supply came from local groundwater wells owned and operated by the City. A portion of Corona's water service area meets Disadvantage Communities (DAC) and Severely DAC criteria. This service area will greatly benefit from improved groundwater management resulting from the GSP.  

The GSP for the Temescal Subbasin proposed by Corona will develop a roadmap for achieving and maintaining sustainable groundwater in the area.  

Corona-Norco Family YMCA requests that the Department of Water Resources awards a grant under Proposition 1 to Corona to provide the investment needed to develop a comprehensive plan for managing the groundwater resources.  

Sincerely,  

[Signature]  
Yolanda Carrillo  
Executive Director/CEO  
Corona-Norco Family YMCA  

Corona-Norco Family YMCA  1331 River Rd. Corona, CA 92880  P 951 736 9522  F 951 736 6759  W ymccornor.org
MEMORANDUM OF UNDERSTANDING
(TEMESCAL SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY)
MEMORANDUM OF UNDERSTANDING
(TEMESCAL SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY)

1. **PARTIES AND DATE.**

   This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("Corona"), the City of Norco, a municipal corporation organized under the laws of the State of California with its principal place of business at 2870 Clark Avenue, Norco, California 92860 ("Norco") and the Home Gardens County Water District, a county water district with its principal place of business at 3832 Grant Street, Corona, CA 92879 ("HGCWD"). Corona, Norco and HGCWD are sometimes individually referred to as “Party” and collectively as “Parties” in this MOU.

2. **RECITALS.**

   2.1 **Adoption of SGMA.** On September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act ("SGMA").

   2.2 **Purpose of SGMA.** The purpose of SGMA is to create a comprehensive management system in the State of California by creating a structure to manage groundwater at the local level, while providing authority to the State to oversee and regulate, if necessary, the local groundwater management system.

   2.3 **Groundwater Management Plans.** SGMA empowers local agencies to adopt groundwater management plans that are tailored to the resources and needs of their communities to provide a buffer against drought and contribute to reliable water supply for the future.

   2.4 **Groundwater Sustainability Agencies.** Water Code Section 10723.6 authorizes a combination of local agencies overlying a groundwater basin to elect to become a Groundwater Sustainability Agency ("GSA") by using a memorandum of understanding or other legal agreement.

   2.5 **Corona’s Authority.** Corona is a local agency qualified to become a GSA because Corona manages water, has a water supply, and has land use responsibilities over a portion of the Temescal Sub-Basin of the Upper Santa Ana Valley Groundwater Basin (DWR Basin Number 8-2.09) ("Sub-Basin"), which is a DWR-designated medium priority basin.

   2.6 **Norco’s Authority.** Norco is also a local agency qualified to become a GSA because Norco manages water, has a water supply, and has land use responsibilities over a portion of the Sub-Basin.
2.7  **HGCWD’s Authority.** HGCWD is also a local agency qualified to become a GSA because HGCWD is a county water district formed and operating pursuant to and in accordance with Division 12 of the California Water Code that manages water, has a water supply and overlies a portion of the Sub-Basin.

2.8  **Corona’s Election to Join GSA.** On March 15, 2017, Corona held a public hearing to determine whether to become a GSA, and adopted Resolution No. 2017-013, electing to jointly become a GSA with Norco and HGCWD, a copy of which (without exhibits) is attached hereto as **Exhibit “A-1”** attached hereto and incorporated herein by reference.

2.9  **Norco’s Election to Join GSA.** On March 15, 2017, Norco held a public hearing to determine whether to become a GSA, and adopted Resolution No. 2017-12, electing to jointly become a GSA with Corona and HGCWD, a copy of which is attached hereto as **Exhibit “A-2”** attached hereto and incorporated herein by reference.

2.10  **HGCWD’s Election to Join GSA.** On March 23, 2017, HGCWD held a public hearing to determine whether to become a GSA, and, by minute action, elected to jointly become a GSA with Corona and Norco.

2.11  **Submission of Notice of Decision.** Corona, Norco and HGCWD will jointly submit a Notice of Decision to form and be the founding Parties of a GSA, which will cover the Sub-Basin as shown on the map in **Exhibit “B-1”** attached hereto and incorporated herein by reference.

2.12  **Boundaries of Sub-Basin.** Additional detail identifying boundaries of the Parties and agencies covering the Sub-Basin is shown on the map attached as **Exhibit “B-2”** attached hereto and incorporated herein by reference.

2.13  **Preparation of Groundwater Sustainability Plan for Sub-Basin.** The Parties will work collaboratively with other interested agencies to develop and implement a Groundwater Sustainability Plan ("GSP") to sustainably manage the Sub-Basin pursuant to SGMA.

2.14  **Corona Utility Authority.** The Parties to this MOU understands that Corona has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “Corona Management Agreements”). To the extent that this MOU is deemed to be a "material contract" under either of the Corona Management Agreements, Corona enters into this MOU on behalf of the CUA and subject to the terms of the applicable Corona Management Agreement(s).

3.  **TERMS.**

3.1  **Purpose.** This MOU is entered into by and between the Parties to facilitate a cooperative and ongoing working relationship that will allow compliance with the SGMA and other applicable State law, both as may be amended from time to time.
3.2 **Temescal Sub-Basin Groundwater Sustainability Agency.** The Parties hereby establish the Temescal Sub-Basin Groundwater Sustainability Agency (“Temescal GSA”) to manage the portion of the Sub-Basin as set forth in Exhibit “B-1” attached hereto and incorporated herein by reference.

3.3 **Additional Agencies.** Additional agencies with service area boundaries outside the jurisdiction of the Parties may join and incorporate their service area boundaries or portions thereof into the Temescal GSA upon the mutual consent of all Parties. The additional agencies will be added to Exhibit “C-1” attached hereto and incorporated herein by reference, as amended from time to time in compliance with SGMA, and the boundaries of the Temescal GSA may be expanded accordingly.

3.4 **Powers.** In addition to any other action available to develop and implement the SGMA, including a GSP, the Temescal GSA may perform the following functions:

A. Adopt standards for measuring and reporting water use.

B. Develop and implement policies designed to reduce or eliminate overdraft within the boundaries of the GSA.

C. Develop and implement conservation best management practices.

D. Develop and implement metering, monitoring and reporting related to groundwater pumping.

E. Exercise any and all powers described in Part 2.74 of Division 6 of the Water Code, the Sustainable Groundwater Management Act.

3.5 **Decision Making Process.**

3.5.1 **Majority Vote Required.** Each party shall have one vote through its representative designated pursuant to Section 3.7 of this MOU. With the exceptions noted herein, it is the preference of the Parties that actions undertaken by the Temescal GSA are done by unanimous consent of the Parties; however, if unanimous consent is not possible, a majority vote of all then current Parties to this MOU is required.

3.5.2 **Impasse Procedures.** In the event of an impasse or disagreement where a majority vote cannot be reached, the Parties shall use their best efforts to find a mutually agreeable result. To this effect, the Parties shall consult and negotiate with each other in good faith in an attempt to reach a solution that is mutually satisfactory. If the Parties do not reach a solution that is acceptable to a majority of all then current Parties to this MOU, then the matter shall be submitted to non-binding arbitration or mediation within a reasonable period of time.
3.6 Roles and Responsibilities of the Parties.

A. Corona shall have the primary responsibility to develop a GSP within the boundaries of the Temescal GSA and submit the GSP to the California Department of Water Resources ("DWR") for review and evaluation. Corona shall also have the primary responsibility to prepare and submit the annual and five year reports to DWR pursuant to SGMA and DWR’s implementing regulations.

B. The Parties will work jointly to fulfill the purpose of this MOU within the boundaries of the Temescal GSA.

C. The Parties will meet regularly to discuss SGMA, GSP development and implementation activities, assignments, and ongoing work progress.

D. The Parties may form committees as necessary from time to time to discuss issues that impact the Temescal GSA.

E. Corona is responsible for implementing the GSP in areas of the Temescal GSA that are within Corona’s service area boundaries and within Corona’s sphere of influence.

F. Norco is responsible for implementing the GSP in areas of the Temescal GSA that are within Norco’s service area boundaries.

G. HGCWD is responsible for implementing the GSP in areas of the Temescal GSA that are within HGCWD’s service area boundaries.

3.7 Designation of Representatives.

3.7.1 Corona’s Representative. Corona hereby designates Tom Moody, or his or her designee, to act as its representative for the performance of this MOU (“Corona’s Representative”). Corona’s Representative shall have the power to act on behalf of the Corona for all purposes under this MOU. Corona’s Representative may be changed at any time by providing notice to the other Parties pursuant to Section 3.12.

3.7.2 Norco’s Representative. Norco hereby designates Chad Blais, or his or her designee, to act as its representative for the performance of this MOU (“Norco’s Representative”). Norco’s Representative shall have the power to act on behalf of the Norco for all purposes under this MOU. Norco’s Representative may be changed at any time by providing notice to the other Parties pursuant to Section 3.12.

3.7.3 HGCWD’s Representative. HGCWD hereby designates David Vigil, or his or her designee, to act as its representative for the performance of this MOU (“HGCWD’s Representative”). HGCWD’s Representative shall have the power to act on behalf of HGCWD for all purposes under this MOU. HGCWD’s Representative may be changed at any time by providing notice to the other Parties pursuant to Section 3.12.
3.8 **Funding.** Unless agreed to otherwise, each Party’s participation in this MOU is at its sole cost and expense. Each Party shall be financially responsible for collecting data or information from within that Party’s service area that is required to be provided for development of the GSP. Norco and HGCWD shall not incur any financial expense related to development of the GSP and submittal of the GSP to the DWR.

3.9 **Term and Termination.** This MOU shall remain in effect unless terminated by the mutual written consent of the Parties. Any Party may elect to withdraw its participation in the Temescal GSA by providing sixty (60) days’ written notice to the other Parties. Additionally, the Parties may mutually agree to terminate this MOU and instead enter into a joint powers agreement pursuant to the Joint Exercise of Powers Act, Government Code Section 6500 et seq. for the purpose of creating a separate public agency to serve as the Temescal GSA and carry out all obligations and exercise all powers under SGMA.

3.10 **Amending the MOU.** This MOU and Exhibits hereto may only be amended by a subsequent writing, approved and signed by all Parties.

3.11 **Hold Harmless and Mutual Indemnification.** No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOU. Each Party shall defend, indemnify and hold harmless the other Parties and their elected officials, officers, agents and employees from and against any and all claims, demands, judgments or liabilities arising from any and all alleged acts or omissions of the indemnifying Party and its elected officials, officers, agents and employees during those times when said elected officials, officers, agents and employees are acting in connection with this MOU.

3.12 **Notices.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this MOU to be served on or given to a Party to this MOU shall be in writing and shall be deemed duly served or given when personally delivered to the Party to whom it is directed or to any managing or executive officer or director of that Party. In lieu of personal service, all notices or other communications shall be deemed duly served when sent via electronic mail or when deposited in the United States mail, first class postage prepaid, addressed as follows:

- **If to Corona:**
  - City of Corona
  - Attn: Department of Water and Power, General Manager
  - 755 Public Safety Way
  - Corona, CA 92882
  - E-mail: Tom.moody@ci.corona.ca.us

- **If to Norco:**
  - City of Norco
  - Attn: Public Works Director
  - 2870 Clark Avenue
  - Norco, CA 92860
  - E-mail: Cblais@ci.norco.ca.us
If to HGCWD: Home Gardens County Water District
Attn: General Manager
3832 Grant Street
Corona, CA 92879
E-mail: hgcwd@yahoo.com

3.13 Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original.

3.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this MOU.

3.15 Entire Agreement. This MOU contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.16 Corona Utility Authority. To the extent that this MOU is deemed to be a "material contract" under either of the Corona Management Agreements, the Parties to this MOU have no right to terminate this MOU, either with or without cause, based upon the existence or non-existence of either or both of the Corona Management Agreements. Therefore, if an applicable Corona Management Agreement expires or terminates for any reason, the Parties to this MOU shall remain fully obligated to perform under this MOU contracting directly with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

[SIGNATURES ON FOLLOWING 3 PAGES]
CORONA'S SIGNATURE PAGE FOR
MEMORANDUM OF UNDERSTANDING
(TEMESCAL SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY)

CITY OF CORONA

By: Dick Haley
    Mayor

Dated: 3/15/17

Attest:

By: Lisa Mobley
    City Clerk

Approved as to Form:

By: Dean Derloth
    City Attorney

Consent:

Darrell Talbert
Executive Director
Corona Utility Authority
NORCO’S SIGNATURE PAGE FOR
MEMORANDUM OF UNDERSTANDING
(TEMESCAL SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY)

CITY OF NORCO

By: [Signature]  
Greg Newton  
Mayor  

Date: March 15, 2017

Attest:

By: [Signature]  
Cheryl L. Link, CMC  
City Clerk

Approved as to Form:

By: [Signature]  
John Harper  
City Attorney
HOME GARDENS COUNTY WATER DISTRICT

By: [Signature]

David Vigil
General Manager

Dated: 3/23/17
EXHIBIT “A-1”
TO
MEMORANDUM OF UNDERSTANDING
(TEMESCAL SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY)

CORONA RESOLUTION ON FORMATION OF THE TEMESCAL SUBBASIN
GROUNDWATER SUSTAINABILITY AGENCY

[SEE ATTACHED FOUR (4) PAGES]
RESOLUTION NO. 2017-013


WHEREAS, in September 2014, the Governor signed three bills (SB 1168, SB 1319, and AB 1739) into law creating the Sustainable Groundwater Management Act of 2014 (“SGMA”), which generally requires the formation of one or more Groundwater Sustainability Agencies (“GSA”) responsible for implementing sustainable groundwater management and preventing “undesirable results” in groundwater basins and sub-basins designated as a medium or high or priority basin by the California Department of Water Resources (“DWR”); and

WHEREAS, DWR has designated the Temescal Sub-Basin of the Upper Santa Ana Valley Groundwater Basin (the “Sub-Basin”), as a medium priority groundwater basin; and

WHEREAS, the City of Corona (“City”), the City of Norco (“Norco”) and the Home Gardens County Water District (“HGWD”) each overlay a portion of the Sub-Basin and each exercise water management, water supply or land use authority within a portion of the Sub-Basin; and

WHEREAS, under SGMA, a combination of local agencies may elect to form a GSA for all or portions of the Sub-Basin through a memorandum of understanding; and

WHEREAS, the City, Norco and HGWD have negotiated that certain Memorandum of Understanding (Temescal Sub-Basin Groundwater Sustainability Agency) (“MOU”) by and between the City of Corona, the City of Norco, and the Home Gardens Water District for the purpose of jointly establishing and servicing as the Temescal Sub-Basin Groundwater Sustainability Agency; and

WHEREAS, the Temescal Sub-Basin Groundwater Sustainability Agency will implement SGMA in the entire Sub-Basin; and

WHEREAS, the City held a public hearing on March 15, 2017 pursuant to California Water Code Section 10723(b), after publication of notice of such hearing pursuant to California Government Code Section 6066.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of
Corona, California, as follows:

**SECTION 1.** Election to Form GSA. The City of Corona hereby elects, jointly with the City of Norco and the Home Gardens Water District, to become the Temescal Sub-Basin Groundwater Sustainability Agency to serve as the groundwater sustainability agency over the entire Temescal Sub-Basin of the Upper Santa Ana Valley Groundwater Basin pursuant to California Water Code Section 10723.6(a)(2). The Temescal Sub-Basin Groundwater Sustainability Agency shall have all the powers granted to a groundwater sustainability agency pursuant to SGMA. The City, Norco and HGWD will jointly submit to DWR a notice of their decision to form the Temescal Sub-Basin Groundwater Sustainability Agency for the Temescal Sub-Basin of the Upper Santa Ana Valley Groundwater Basin.

**SECTION 2.** Sub-Basin Boundaries Managed by GSA. The portion of the Temescal Sub-Basin to be managed by the Temescal Sub-Basin Groundwater Sustainability Agency shall be that portion of the Sub-Basin as depicted in Exhibit “A” attached hereto and incorporated herein by reference, which boundary may be modified from time to time.

**SECTION 3.** Interested Persons. The Temescal Sub-Basin Groundwater Sustainability Agency shall consider the interests of all beneficial users and users of groundwater, as well as those responsible for implementing groundwater sustainability plans, as required by California Water Code Section 10723.2. The Temescal Sub-Basin Groundwater Sustainability Agency shall establish and maintain a list of persons interested in receiving notices regarding preparation of the GSP, meeting announcements, and availability of draft plans, maps, and other documents, as required by California Water Code Section 10723.4.

**SECTION 4.** Approval of MOU. The City hereby approves the MOU in substantially the form attached hereto as Exhibit “B” and incorporated herein by reference, which provides the governing structure of the Temescal Sub-Basin Groundwater Sustainability Agency.

**SECTION 5.** Implementation. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver the MOU for and on behalf of the City, and the Mayor and City staff are authorized to take any actions and execute any documents necessary to carry out the stated purposes of this Resolution, including authorizing non-substantive changes to the MOU, which are approved as to form by the City Attorney.

**SECTION 6.** Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable.

**SECTION 7.** Effective Date. This Resolution shall become effective immediately upon its adoption.
PASSED, APPROVED AND ADOPTED this 15th day of March 2017.

Kara Spiegel
Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California
CERTIFICATION

I, Lisa Mobley, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 15th day of March 2017, by the following vote:

AYES: FOX, MONTANEZ, SCOTT, SPIEGEL
NOES: NONE
ABSENT: HALEY
ABSTAINED: NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 15th day of March 2017.

City Clerk of the City of Corona, California

(SEAL)
EXHIBIT “A-2”
TO
MEMORANDUM OF UNDERSTANDING
(TEMESCAL SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY)

NORCO RESOLUTION ON FORMATION OF THE TEMESCAL SUBBASIN
GROUNDWATER SUSTAINABILITY AGENCY

[SEE ATTACHED TWO (2) PAGES]
RESOLUTION NO. 2017-02

RESOLUTION OF THE CORONA UTILITY AUTHORITY AUTHORIZING THE CITY OF CORONA TO EXECUTE AND DELIVER THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF NORCO AND THE HOME GARDENS COUNTY WATER DISTRICT FOR THE PURPOSE OF JOINTLY ESTABLISHING AND SERVICING AS THE TEMESCAL SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY

WHEREAS, in September 2014, the Governor signed three bills (SB 1168, SB 1319, and AB 1739) into law creating the Sustainable Groundwater Management Act of 2014 (“SGMA”), which generally requires the formation of one or more Groundwater Sustainability Agencies (“GSA”) responsible for implementing sustainable groundwater management and preventing “undesirable results” in groundwater basins and sub-basins designated as a medium or high or priority basin by the California Department of Water Resources (“DWR”); and

WHEREAS, DWR has designated the Temescal Sub-Basin of the Upper Santa Ana Valley Groundwater Basin (the “Sub-Basin”), as a medium priority groundwater basin; and

WHEREAS, the City of Corona (“City”), the City of Norco (“Norco”) and the Home Gardens County Water District (“HGCWD”) each overlay a portion of the Sub-Basin and each exercise water management, water supply or land use authority within a portion of the Sub-Basin; and

WHEREAS, under SGMA, a combination of local agencies may elect to form a GSA for all or portions of the Sub-Basin through a memorandum of understanding; and

WHEREAS, the City, Norco and HGCWD have negotiated that certain Memorandum of Understanding (Temescal Sub-Basin Groundwater Sustainability Agency) (“MOU”) by and between the City of Corona, the City of Norco, and the Home Gardens County Water District for the purpose of jointly establishing and servicing as the Temescal Sub-Basin Groundwater Sustainability Agency; and

WHEREAS, the Temescal Sub-Basin Groundwater Sustainability Agency will implement SGMA in the entire Sub-Basin; and

WHEREAS, the City has entered into a Water Enterprise Lease Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (a joint powers agency and a public entity organized under the laws of the State of California) (“CUA”) whereby the City has leased the City’s water and wastewater systems to the CUA; and

CAJ/R05100.30901/10179506.1
WHEREAS, the City has also entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the CUA for the maintenance, management and operation of said water and wastewater systems (collectively “the CUA Management Agreements”); and

WHEREAS, to the extent that the MOU is deemed to be a “material contract” under the CUA Management Agreements, the CUA desires to authorize and direct the City to execute and deliver the MOU on behalf of the CUA and subject to the terms of the applicable CUA Management Agreements.

NOW, THEREFORE, BE IT RESOLVED, by the Corona Utility Authority, as follows:

SECTION 1. Approval of Agreement. The Corona Utility Authority hereby authorizes the City Council of the City to execute and deliver the MOU in substantially the form attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION 2. City Implementation. The Corona Utility Authority hereby authorizes the City Council of the City to authorize the Mayor and City staff to take any actions and execute any documents necessary to carry out the stated purposes of this Resolution and the City Council’s resolution approving the MOU, including authorizing non-substantive changes to the MOU, which are approved as to form by the City Attorney.

SECTION 3. CUA Implementation. The Corona Utility Authority hereby authorizes all officers of the Corona Utility Authority to take any actions and execute any documents necessary to carry out the stated purposes of this Resolution, including authorizing non-substantive changes to the MOU.

SECTION 4. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 15th day of March 2017.

Kara Spiezzi
President of the Corona Utility Authority

ATTEST:

Secretary of the Corona Utility Authority
CERTIFICATION

I, Lisa Mobley, Secretary of the Corona Utility Authority, do hereby certify that the foregoing Resolution was adopted by the Board of Directors of the Corona Utility Authority, at its regular meeting held on the 15th day of March 2017, by the following vote:

AYES: FOX, MONTANEZ, SCOTT, SPIEGEL
NOES: NONE
ABSENT: HALEY
ABSTAINED: NONE

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of March 2017.

[Signature]
Secretary of the Corona Utility Authority
RESOLUTION NO. 2017-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF CORONA, HOME GARDENS COUNTY WATER DISTRICT AND THE CITY OF NORCO FOR THE ESTABLISHMENT OF THE TEMESCAL SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY, LOCATED IN NORCO, CALIFORNIA

WHEREAS, On September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act ("SGMA"); and

WHEREAS, the Sustainable Groundwater Management Act (SGMA) is for groundwater to be managed sustainably in California’s groundwater basins (California Water Code Sections 10733.2, et seq.) requires urban water suppliers to prepare and adopt groundwater sustainability plans (GSPs); and

WHEREAS, the Sustainable Groundwater Management Act requires that groundwater sustainability plans are to be prepared and submitted by January 31, 2020 by medium and priority groundwater basins; and

WHEREAS, the Department of Water Resources has determined the Temescal Basin to be a medium priority basin under the Sustainable Groundwater Management Act; and

WHEREAS, the Temescal Basin is not an adjudicated basin and the City of Norco is required to prepare a groundwater sustainability plan as an individual agency or with all agencies who extract groundwater from the basin as required by the Sustainable Groundwater Management Act; and

WHEREAS, the City of Corona, Home Gardens County Water District and the City of Norco desire to establish the Temescal Sub-Basin Groundwater Sustainability Agency to manage the Temescal groundwater basin; and

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Norco approve the Memorandum of Understanding to establish the Temescal Sub-Basin Groundwater Sustainability Agency.
PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on March 15, 2017.

Greg Newton, Mayor
City of Norco, California

ATTEST:

Cheryl L. Link, CMC, City Clerk
City of Norco, California

I, Cheryl L. Link, City Clerk of the City of Norco, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California at a regular meeting thereof held on March 15, 2017 by the following vote of the City Council:

AYES: Newton, Hoffman, Bash, Grundmeyer, Hanna
NOES: None
ABSENT: None
ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on March 15, 2017.

Cheryl L. Link, CMC, City Clerk
City of Norco, California
EXHIBIT “B-1”
TO
MEMORANDUM OF UNDERSTANDING
(TEMESCAL SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY)

MAP OF TEMESCAL SUB-BASIN

[SEE ATTACHED ONE (1) PAGE]
EXHIBIT “B-2”
TO
MEMORANDUM OF UNDERSTANDING
(TEMESCAL SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY)

MAP OF PARTIES’ SERVICE AREAS
WITHIN THE TEMESCAL SUB-BASIN

[SEE ATTACHED ONE (1) PAGE]
COMMENTS AND RESPONSES - ORANGE COUNTY WATER DISTRICT’S PROPOSED MODIFICATION TO THE BOUNDARIES OF BULLETIN 118, BASIN 8-1, COASTAL PLAIN OF ORANGE COUNTY GROUNDWATER BASIN
February 17, 2016

VIA HAND DELIVERY

OCWD Basin 8-1 Boundary Modification
Orange County Water District
Attn: Adam S. Hutchinson
P.O. Box 8300
Fountain Valley, CA 92728-8300
ahutchinson@ocwd.com

Re: Proposed Basin Boundary Modification

Dear Mr. Hutchinson

We write in response to the Orange County Water District’s (OCWD) initial notification regarding a proposed basin boundary amendment to Groundwater Basin No. 8-1 (the “Basin”) (DWR Bulletin 118). Thank you for providing the opportunity to provide preliminary comments.

We would appreciate receiving any further geologic and other scientific information OCWD can provide supporting the proposed new boundaries, particularly those changes proposed in Riverside County. Please also send us hard and electronic copies of any information OCWD submits to DWR in furtherance of the proposal, as described in Paragraph 7 (page 4) of your January 26, 2016 letter to the City of Corona. We will be better able to evaluate the proposal and provide more substantive comments with the requested information in hand.

From our initial review, it appears that the OCWD proposal lacks sufficient justification about why the proposed new basin boundary line should be moved easterly, encroaching into the existing medium priority Upper Santa Ana Valley Temescal Subbasin (No. 8-02.09) (“Temescal Basin”). The proposal does not explicitly address that any easterly expansion of Basin 8-1 would necessarily also change the westerly boundaries of the adjacent Temescal Basin which underlies the City of Corona water service area and other areas of Riverside County.

We note that the revisions of Basin 8-1 proposed by OCWD could be easily terminated at the existing boundary between Basin 8-1 and the Temescal Subbasin without any modification to the existing inter-basin boundary. Because the City and other interested parties will need time to more closely examine any redefinition of the westerly boundary of the Temescal Basin, our preliminary conclusion is that we object to any proposal to modify the eastern/northeastern
boundary of Basin 8-1. Local agencies within the Temescal Subbasin are not proposing changes to the westerly boundary at this time and need additional time to develop scientific modifications to this portion of the subbasin, if needed. Therefore, it would be more prudent to address any scientifically-justified revisions to the westerly boundary of the Temescal subbasin during future basin boundary modification cycles envisioned by DWR. We do not oppose the scientific modifications to Basin 8-1 within Orange County as long as the existing boundary between Basin 8-1 and Subbasin 8-02.09 remains unchanged at this time.

The City of Corona is also mindful of the fact that OCWD is ineligible to become the groundwater sustainability agency for any lands outside of its service area, including those within City limits or within Riverside County. (Water Code, §§ 10723.8(d), 10726.8(b).) We believe that this is a particularly critical issue when DWR evaluates any basin boundary adjustments that are ultimately proposed by OCWD for areas outside its jurisdiction.

We would appreciate it if our comments could be made part of the record for OCWD’s February 17, 2016 hearing on the Basin boundary modification issue.

Feel free to contact me with any questions you may have about our comments. I may be reached at 951.736.2477 or at jonathan.daly@ci.corona.ca.us.

Sincerely,

Jonathan Daly
General Manager

c: Tim Godwin, DWR
   Timothy.Godwin@water.ca.gov
March 31, 2016

DELIVERED VIA REGISTERED MAIL

Mr. Ted Johnson
Water Replenishment District
12612 East 166 Street
Cerritos, CA 90703

Re: Notice of Public Input on Orange County Water District’s (OCWD) Proposed Modification to the Boundaries of Bulletin 118, Basin 8-1, Coastal Plain of Orange County Groundwater Basin

Dear Mr. Johnson:

In January 2016, you were notified by mail of the Orange County Water District’s (OCWD) proposed scientific-based modification to the boundaries of the California Department of Water Resources (DWR) Bulletin 118, Basin 8-1, Coastal Plain of Orange County Groundwater Basin. The intent of the proposed modification is to make the Basin 8-1 boundaries consistent with the original intent of Bulletin 118 by more accurately following the geologic boundaries using a properly georeferenced geologic base map.

Your agency was contacted because you are either within Basin 8-1 or share a boundary with Basin 8-1. This letter describes the process by which you can provide public input directly to DWR pursuant to the California Code of Regulations (CCR), Title 23, Division 2, Chapter 1.5, Subchapter 1, section 343.12.

Background

As part of the boundary modification process, OCWD completed the steps listed below:

1. OCWD notifies DWR that it is exploring Basin 8-1 boundary modifications (Completed on January 21, 2016);

2. DWR posts notice on DWR website (see http://sgma.water.ca.gov/basinmod/initlist);

3. OCWD posts proposed Basin 8-1 boundary modification on OCWD website (Posted at http://www.ocwd.com/working-with-us/public-notices/ on January 21, 2016);
1. OCWD notifies all interested and local agencies affected by the proposed Basin 8-1 boundary modification (Letter sent via registered mail on January 26, 2016);

2. OCWD holds public meeting to receive public input and comments (Held on Feb. 17, 2016);

3. OCWD adopts resolution formally requesting Basin 8-1 boundary modification (Completed on Feb. 17, 2016);

4. OCWD submits required information to DWR to support Basin 8-1 boundary modification (Completed on March 29, 2016); and,

5. OCWD files notice of exemption per CEQA guidelines (Submitted on Feb. 17, 2016).

OCWD made some slight modifications in the proposed Basin 8-1 boundary based on input from the City of La Habra and the City of Corona. The DWR has posted OCWD’s completed boundary modification application on their website at http://sgma.water.ca.gov/basinmod/basinrequest/preview/22. You can go to this website to review the maps showing the existing and proposed basin boundary and all the supporting information provided to DWR.

**Public Input**

DWR notified OCWD that its basin boundary modification request was deemed complete on March 29, 2016. OCWD is notifying you pursuant to the requirements of §343.10(d), that the 30-day Public Input Period has started. Section 343.12, reproduced below, describes how Public Input is to be provided to DWR (or Department).

**§343.12. Public Input**

a) Any person may provide information to support or oppose a proposed boundary modification request as follows:

1) Public input must be submitted by written notice to the Department within 30 days after the Department posts a notice that the request is complete pursuant to Section 343.10(c), and provide the requesting agency a duplicate copy of that information the same day.

2) Public input must include the name, address, and electronic mail address of the person or entity providing that input.

3) Public input must include a clear statement of the basis for the support of or opposition to the proposed boundary modification.
(4) The level of detail provided by public input need not be as comprehensive as that contained in the request, but must rely on similar scientific and technical information as the particular boundary modification request to which it is addressed, and will be evaluated by the Department using the same criteria.

(b) The Department shall post all public input on the Department’s Internet Web site.

(c) The Department is not required to respond to comments received through public input, but will consider such comments as part of its evaluation of a boundary modification request.

(d) The Department shall give the requesting agency a reasonable opportunity to respond to public input, including the opportunity to modify the boundary modification request.

Implications of Proposed Boundary Modification

For those agencies that do not share a border with Basin 8-1, the proposed Basin 8-1 boundary modification has no impact. For those that do share a border with Basin 8-1, it may mean that the area required to be managed under the Act is slightly changed. There are no other implications associated with OCWD’s proposed Basin 8-1 boundary modification. Maps showing the agencies within Basin 8-1 or that share a border with Basin 8-1 are attached.

If you have any questions, please contact me at (714) 378-3214 or at ahutchinson@ocwd.com.

Sincerely,

Adam S. Hutchinson, P.G., C.H.G.
Recharge Planning Manager

cc:

Michael Moore, City of Anaheim
Jim Biery, City of Buena Park
Mark Lewis, City of Fountain Valley
Daniel Guerra, City of Fullerton
Bill Murray, City of Garden Grove
Brian Ragland, City of Huntington Beach
James Tsumura, City of La Palma
George Murdoch, City of Newport Beach
Joe DeFrancesco, City of Orange
Nabil Saba, City of Santa Ana
Director of Public Works, City of Seal Beach
Art Valenzuela, City of Tustin
Scott Miller, City of Westminster
Lisa Ohlund, East Orange County Water District
Ken Vecchiarelli, Golden State Water Company
Paul Cook, Irvine Ranch Water District
Paul Shoenberger, Mesa Water District
Jerry Vilander, Serrano Water District
Marc Marcantonio, Yorba Linda Water District
Bob Hill, El Toro Water District
Rob Whitaker, Water Replenishment District of Southern California
Jonathan Daly, City of Corona
Planning Department, County of San Bernardino
Planning Department, County of Riverside
Ted Johnson, Water Replenishment District
Eric Nicoll, City of Brea
Marilyn Thoms, County of Orange

Additional Recipients Copied by Email Only:

Andrew Gagen, Kidman Law, LLP
Art Kidman, Kidman Law, LLP
Elias Saykali, Director of Public Works, City of La Habra
Paul Weghorst, Executive Director of Water Policy, IRWD
Ted Johnson, Water Replenishment District of Southern California
JOINT POWERS AGREEMENT, BY AND AMONG, THE CITY OF CORONA, ELSINORE VALLEY MUNICIPAL WATER DISTRICT, AND TEMESCAL VALLEY WATER DISTRICT
JOINT POWERS AGREEMENT

by and among

THE CITY OF CORONA,
a California general law city,

ELSINORE VALLEY MUNICIPAL
WATER DISTRICT,
a municipal water district

and

TEMESCAL VALLEY WATER DISTRICT,
a California water district

for the formation of a joint powers authority and management of

THE BEDFORD-COLDWATER SUB-BASIN
OF THE ELSINORE BASIN
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JOINT POWERS AGREEMENT  
BY AND AMONG THE CITY OF CORONA, 
ELSIONORE VALLEY MUNICIPAL WATER DISTRICT, AND TEMESCAL VALLEY 
WATER DISTRICT  FOR THE FORMATION OF A JOINT POWERS AUTHORITY 
AND MANAGEMENT OF THE BEDFORD -COLDWATER SUB-BASIN OF THE 
ELSIONORE BASIN

THIS JOINT POWERS AGREEMENT ("Agreement") is entered into as of March 29, 2017, by and between the CITY OF CORONA ("Corona"), a California General Law City organized and existing under the laws of the State of California, ELSIONORE VALLEY MUNICIPAL WATER DISTRICT ("EVMWD"), a Municipal Water District organized under Water Code §§ 71000 et seq., and the TEMESCAL VALLEY WATER DISTRICT ("TVWD"), a California Water District organized under California Water Code §§ 34000 et seq., hereinafter collectively referred to as "Members", with reference to the following:

A. WHEREAS, in September 2014, the Governor signed three bills (SB 1168, SB 1319, and AB 1739) into law creating the Sustainable Groundwater Management Act of 2014 ("SGMA"); and

B. WHEREAS, SGMA generally requires the formation of one or more Groundwater Sustainability Agencies ("GSA" or "GSAs") responsible for implementing sustainable groundwater management and preventing "undesirable results" in groundwater basins and sub-basins designated as a medium or high priority basin by the California Department of Water Resources ("DWR") in its Bulletin 118 inventory of California groundwater basins; and

C. WHEREAS, DWR has designated the Bedford-Coldwater Sub-Basin (the "Sub-Basin"), as a medium priority groundwater basin under Bulletin 118; and

D. WHEREAS, each of the Members overlies a portion of the Sub-Basin and exercises water management, water supply or land use authority within a portion of the Sub-Basin; and

E. WHEREAS, the Members are local agencies that can exercise powers related to groundwater management within their jurisdictional boundaries and qualify individually to serve as a GSA within portions of the Sub-Basin per Water Code Section 10723; and

F. WHEREAS, under SGMA, a combination of local agencies may elect to form a joint powers authority ("JPA") to serve as the GSA for all or portions of the Sub-Basin through a joint powers agreement; and

G. WHEREAS, the Members intend by this Agreement to create a JPA to implement SGMA in the entire Sub-Basin, and are authorized to enter into this Agreement pursuant to the Joint Exercise of Powers Act, Government Code §§ 6500 et seq., for the purpose of acting as a separate public agency that can carry out all obligations, and exercise all powers, of a GSA in all areas of the Sub-Basin; and

H. WHEREAS, under SGMA, a GSA, including a JPA composed of one or more SGMA-eligible local agencies, must file a notice of intent with DWR by June 30, 2017 indicating the GSA’s intent to undertake sustainable groundwater management within all or portions of a groundwater basin; and
I. WHEREAS, the governing boards of each of the three Members have formally agreed to: (1) enter into this Agreement; (2) form a JPA that can jointly exercise the powers common to the Members and fulfill all legal obligations imposed by SGMA; and (3) authorize the JPA to promptly file all necessary documentation with DWR so as to permit the JPA to become the exclusive GSA for the entire Sub-Basin; and

J. WHEREAS, the Members further intend by this Agreement to provide for the management and funding commitments reasonably anticipated to be necessary for the above purposes and for the purpose of ensuring that the Sub-Basin is sustainably managed in accordance with the timelines established by SGMA; and

K. WHEREAS, the Members understand that Corona has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively “the CUA Management Agreements”). To the extent that this Agreement is deemed to be a “material contract” under either of the CUA Management Agreements, Corona enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreements.

ACCORDINGLY, IT IS AGREED BY ALL MEMBERS:

1. RECITALS: The foregoing recitals are incorporated as terms of this Agreement.

2. DEFINITIONS: Unless otherwise required by the context, the following terms shall have the following meanings:

   a. “Administering Member” shall mean the Member designated by the Authority Board to provide administration, operation and staffing of the Authority so as to ensure the Authority complies with this Agreement and all legal requirements. The Board is not required to designate an Administering Member, and a Member so designated is not required to accept the designation.

   b. “Administrator” shall mean the individual selected to act as the chief executive of the Authority, and the person responsible for its day to day operations. The Administrator may, but it is not required to be, an employee of one of the Members.

   c. “Authority” and “JPA” as used herein shall, unless otherwise noted, mean the “Bedford-Coldwater Groundwater Sustainability Authority,” the separate public agency created by this Agreement and Government Code Sections 6507 and 6508, and the entity charged by this Agreement with becoming the exclusive GSA for the Sub-Basin.

   d. “Board” or “Board of Directors,” shall, unless otherwise indicated, mean the Board of Directors of the Authority.

   e. “DWR” shall mean the California Department of Water Resources.

   f. “Effective Date” shall mean the date on which all Members have signed this Agreement.
g.  “Fiscal Year” shall run from July 1 through June 30.

h. “Groundwater Sustainability Agency” or “GSA” shall mean a groundwater sustainability agency as defined in SGMA, Water Code § 10721.

i.  “Groundwater Sustainability Plan,” “Plan,” or “GSP” shall have the same meaning as provided in SGMA, Water Code § 10721.

j. “Member” shall mean any of the individual signatories to this Agreement, and “Members” shall collectively mean two or more of the signatories to this Agreement.

k.  “SGMA” shall mean the Sustainable Groundwater Management Act of 2014, as amended, and any regulations of DWR or the State Water Resources Control Board that implement SGMA.

l. “Special Projects” shall mean projects that are consistent with, and within the scope of activities, authorized by this Agreement, but which are undertaken by fewer than all the Members in the name of the Authority in accordance with the procedures outlined in Sections 10 and 14.

m. “Sub-Basin” shall mean the Bedford-Coldwater Sub-Basin of the Elsinore Groundwater Basin, Sub-Basin No. 8-004.2, as identified in the most recent modifications of Bulletin 118 by DWR.

n.  “SWRCB” shall mean the California State Water Resources Control Board.

3. CERTIFICATION: Each Member, as a signatory to this Agreement, certifies and declares that it is a public agency, as defined by Government Code § 6500, that is authorized to enter into a joint powers agreement to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code or any power otherwise granted to one or more of the Members by SGMA.

4. CREATION OF SEPARATE AGENCY: There is hereby created, per Government Code §§ 6507 and 6508, an agency separate from the parties to the Agreement, and which is responsible for the administration of this Agreement, to be known as the “BEDFORD - COLDWATER GROUNDWATER SUSTAINABILITY AUTHORITY.” Within thirty (30) days of the Effective Date of this Agreement, the Members, and/or the Authority shall: (a) cause a notice of this Agreement to be prepared and filed with the office of the California Secretary of State as required by Government Code § 6503.5; (b) file a copy of this Agreement with the State Controller per Government Code § 6503.6; and (c) file a copy of this Agreement with the Local Agency Formation Commission (“LAFCO”) for Riverside County per Government Code § 6503.6.

5. PURPOSES AND MEMBER RESPONSIBILITIES: The Authority is formed with the purpose and intent of jointly creating a separate legal entity to fulfill the role and legal obligations of a GSA required by SGMA, to include complying with SGMA and ensuring sustainable groundwater management throughout the Sub-Basin, so that the Members may collaboratively and cost effectively develop, adopt, and implement a GSP for the Sub-Basin in
accordance with pertinent regulatory timelines. The geographic boundaries of the GSA that will be formed by the Authority, which will encompass the entire Sub-Basin, are as depicted in the map attached hereto as Exhibit “A,” which is incorporated herein by reference. The Authority may also represent the Members, as appropriate, in discussions and transactions with other local agencies, to include (but not limited to) the development of inter-basin coordination agreements with other GSAs in Riverside County, and agreements with other local agencies or groundwater sustainability agencies as may be required to ensure compliance with SGMA for the Sub-Basin.

6. **POWERS:** The Members intend that the Authority provide for the joint exercise of powers common to the Members as such powers relate to the management of the Sub-Basin, and for the exercise of such additional powers as are conferred by law in order to meet the requirements of SGMA. The Members are each SGMA-eligible local agencies empowered by the laws of the State of California to exercise the powers specified in this Agreement, and such other powers as are granted to GSAs by SGMA. These common powers shall be exercised for the benefit of any one or more of the Members or otherwise in the manner set forth in this Agreement. Subject to the limitations set forth in this Agreement, the Authority shall have the powers to perform all acts necessary to accomplish its purposes as stated in this Agreement, as authorized by law, including but not limited to the following:

   a. To make and/or assume contracts and to employ agents, employees, consultants and such other persons or firms as the Board may deem necessary, to the full extent of the Authority’s power, including, but not limited to, engineering, hydrogeological, and other consultants, and with attorneys and accountants and financial advisors, for the purpose of providing any service required by the Authority to accomplish its purposes, or to otherwise take such actions as are necessary to ensure the Sub-Basin is managed in accordance with the requirements of SGMA;

   b. To conduct all necessary research and investigations, and to compile appropriate reports and collect data from all available sources to assist in preparation and implementation of a GSP, and to support the development of such other agreements as may be necessary to ensure the Sub-Basin can be sustainably managed;

   c. To cooperate, act in conjunction with, and contract with the United States, the State of California, or any agency thereof, the County of Riverside, or such other entities or persons as the Board may deem necessary to ensure that the Authority fulfills its obligations under SGMA;

   d. To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, gifts, contributions, donations or other aid from any agency of the United States, the State of California or other public or private person or entity necessary for fulfilling the purposes of SGMA in the Sub-Basin;

   e. To acquire by grant, purchase, lease, gift, devise, contract, construction, eminent domain or otherwise, and hold, use, enjoy, sell, let, and dispose of, real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and construct, maintain, alter, and operate any and all works or
improvements, within or outside the agency, necessary or proper to carry out any of the purposes of the Authority as specified in this Agreement and/or the requirements of SGMA;

f. To enforce the requirements of SGMA within the Sub-Basin to the extent authorized by law including, but not limited to, the imposition and collection of civil penalties as authorized by SGMA;

g. To sue and be sued in its own name;

h. To provide for the prosecution of, defense of, or other participation in actions or proceedings at law or in public meetings in which the Members, pursuant to this Agreement or otherwise pertaining to management of the Sub-Basin, may have an interest, and to employ counsel or other expert assistance for that purpose;

i. To adopt an initial operating budget and initial Member contributions within ninety (90) days of the execution of this Agreement, and an annual budget and Member contributions, by March 31 of each subsequent Fiscal Year;

j. To incur debts, liabiliies or obligations, subject to the limitations provided in this Agreement;

k. To impose fees authorized by SGMA (Water Code §§ 10730-10731), without any limitation on a Member’s separate ability to impose fees within its jurisdiction, to fund the cost of furthering the purposes of this Agreement, complying with SGMA, and sustainably managing groundwater within the Sub-Basin;

l. To adopt rules, regulations, policies and procedures for governing the operation of the GSA and adoption and implementation of the GSP consistent with the powers and purposes of the Authority and as authorized by SGMA;

m. To investigate legislation and proposed legislation affecting SGMA and the Sub-Basin and make appearances regarding such matters;

n. Subject to the limitations imposed by this Agreement, to take such actions as are deemed necessary by the Board to achieve the purposes stated above and to provide for the sustainable management of the Sub-Basin; and

o. To adopt and revise bylaws, rules, ordinances, and resolutions in a manner authorized by law and not inconsistent with the terms of this Agreement.

Any power necessary or incidental to the foregoing powers shall be exercised by the Authority in the manner provided for under the legal authority applicable to the City of Corona except as otherwise provided by law or in this Agreement.

7. OBLIGATIONS OR LIABILITIES OF AUTHORITY: No debt, liability or obligation of the Authority shall constitute a debt, liability or obligation of any of the Members, except as otherwise provided in this Agreement or unless otherwise required by law.
8. DESIGNATION OF ADMINISTERING MEMBER /ADMINISTRATOR:
The powers of the Authority provided in this Agreement shall be exercised in the manner provided by this Agreement. The Board may designate an Administering Member and/or an Administrator to provide all or a portion of the administrative (or other) services required by this Agreement, SGMA, or other legal authority. However, whether or not the Board decides to designate an Administering Member, each Member shall nevertheless be responsible, when requested by the Board, for designating staff from their agency to coordinate with the Board and other Members, and for otherwise ensuring the Authority has sufficient staffing and administrative support to comply with this Agreement and other legal obligations.

9. ORGANIZATION:

a. Additional Members: The Board may allow additional members to join the Authority. Additional Members must be local agencies capable of being designated as a GSA under SGMA. The Board may set whatever conditions it deems necessary as a precondition to addition of the new Member, to include requiring the additional Members to reimburse the other Members for a proportionate share of the costs already incurred by the existing Members.

b. Bylaws: The Board shall adopt bylaws governing the management of the Authority within 180 days of the Effective Date. The bylaws shall require the Board to develop a conflict of interest code for the Authority compliant with California law, and to otherwise ensure that the Board operates in a manner that is fully compliant with the Brown Act, the Joint Exercise of Powers Act, Government Code §§ 6500 et seq., SGMA, and all other applicable legal requirements.

c. Committees: The Board may create committees as authorized by law.

d. Governing Board: The Authority shall be governed by a Board of Directors which shall be composed of one (1) elected representative of each Member, appointed by each Member. The governing body of each Member shall determine in its sole discretion the person it will appoint to the Authority Board of Directors. The Board of Directors shall receive no compensation from the JPA for serving on the Board of the JPA.

e. Meetings: Regular meetings of the Board may be held quarterly, or as the Board determines necessary, on such dates and times and at such locations as the Board shall fix by resolution. Special meetings of the Board shall be called in accordance with Government Code § 54956. All meetings of the Board shall comply with the provisions of the Ralph M. Brown Act (Government Code §§ 54950 et seq.).

f. Officers: The officers of the Authority shall be a Chairperson, and Vice-Chairperson, and such other officers as the Board shall designate. The election of officers will take place at the first meeting of the JPA Board, and subsequently in the first Board meeting of each new Fiscal Year unless the time of election is otherwise designated in the Authority bylaws. The officers or persons who have charge of, handle or have access to any property of the Authority shall be designated in the bylaws, and such officers and persons shall comply with all applicable requirements of Government Code § 6505.1.
g. **Quorum**: Two-thirds (2/3) of the Board of Directors shall constitute a quorum in order to conduct business.

h. **Rules**: The Board may adopt such other rules, policies, and regulations as it deems proper consistent with all applicable laws, this Agreement, and the Authority’s bylaws.

i. **Term**: The Authority Board Members shall serve without terms and at the pleasure of the legislative body which appointed them.

j. **Treasurer**: The Treasurer of the Board shall be formally designated by a resolution adopted by the Board of Directors stating the effective date of the appointment and the term of the appointment.

k. **Voting**: Each Director shall have one vote. A simple majority of the quorum shall be required for the adoption of a motion, resolution, contract authorization or other action of the Board, except that:

1. A majority vote of less than a quorum may vote to adjourn;
2. Any of the following actions shall require a unanimous vote of the entire Board:
   a. Adoption, modification or alteration of the GSP, or of the GSA boundaries;
   b. Adoption of assessments, charges or fees;
   c. Adoption or modification of ramp-downs or curtailments;
   d. Initiation/settlement of enforcement actions;
   e. Adoption of an initial budget;
   f. Adoption or modification of the annual budget, as further described in Section 14, below;
   g. Initiation/termination or settlement of any litigation or threatened litigation that involves the Authority;
   h. Admission of additional Members to the Authority;
   i. Appointment, employment, or dismissal of the Authority’s Administrator and/or Legal Counsel;
   j. Designating an Administrator or Administering Member;
   k. Setting the amounts of any contributions or fees to be made or paid to the Authority by any Member, including extraordinary costs as defined in Section 15;
(l) Acquisition by grant, purchase, lease, gift, devise, contract, construction, or otherwise, and hold, use, enjoy, sell, let, and dispose of, real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and construct, maintain, alter, and operate any and all works or improvements, within or outside the agency, necessary or proper to carry out any of the purposes of the Authority;

(m) Replacement of the annual special audit required by Government Code § 6505(f) with an audit covering a two year period;

(n) Amendments or modifications of this Agreement;

(o) Adoption or modification of bylaws or other binding rules governing the operations of the JPA Board;

(p) Adoption of ordinances;

(q) Issuance of bonds or other indebtedness;

(r) Allocating funding received from grants, loans, or from other alternative sources, in a manner that does not result in equal sharing of alternative funding among the Members;

(s) To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, gifts, contributions, donations or other aid from any agency of the United States, the State of California or other public or private person or entity necessary for fulfilling the purposes of SGMA in the Sub-Basin.

10. SPECIAL PROJECTS AND PROJECT COMMITTEES :

a. With the prior approval of the entire Board, Members may undertake Special Projects in the name of the Authority, utilizing the legal powers granted to the Authority under SGMA, the Joint Exercise of Powers Act, or other applicable legal authorities. All Members shall be given the opportunity to participate in Special Projects, but shall not be required to participate.

b. A Member considering a new project, other than a groundwater extraction project, where the project is reasonably likely to affect groundwater management in the Sub-Basin shall consult with the other Members before individually undertaking the project to determine whether that individual project might otherwise be better accomplished as an Authority Special Project.

c. Members electing to participate in a Special Project shall enter into a Special Project Agreement in accordance with Section 14.a(4) of this Agreement. Such Special Project Agreement shall provide that: (a) no Special Project undertaken pursuant to such agreement shall conflict with the terms of this Agreement or the GSP; (b) the Members to the Special Project Agreement shall indemnify, defend and hold harmless the Authority, and Members
of the Authority who are not participating in the Special Project, against any costs liabilities, or expenses of any kind arising as a result of the Special Project; (c) all benefits and liabilities attributable to a Special Project shall solely be the benefits and liabilities of the Members that have entered into the Special Project Agreement, and non-participating Members shall have no rights, and incur no obligations or liabilities, in the Special Project.

11. FISCAL AGENT, DEPOSITORY AND ACCOUNTING: The “Treasurer” appointed by the Board is designated as the fiscal agent and depository for the Authority per Government Code §§ 6505.5 and 6505.6. The Treasurer of the Authority shall be the treasurer of one of the Authority’s Members, or a certified public accountant designated by the Board, or an officer or employee designated per Government Code § 6505.6. The Treasurer shall be the depository and have custody of all money of the Authority, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the Authority shall be held in the operating fund established by Section 14, or such other separate accounts as may be necessary, in the name of the Authority and not commingled with the funds of any Member or any other person or entity. Full books and accounts shall be maintained for the Authority in accordance with generally accepted accounting principles applicable to governmental entities per Government Code §§ 6505 et seq., and any other applicable laws of the State of California.

12. ACCOUNTABILITY, REPORTS AND AUDITS: There shall be strict accountability of all funds, and an auditor designated by the Board shall report any and all receipts and disbursements to the Board with such frequency as shall reasonably be required by the Board. The Authority will utilize the services of an outside independent certified public accountant to make an annual audit of the accounts and records of the Authority as required by Government Code § 6505, unless the Members, elect to conduct the audit for a two (2) year period. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts pursuant to Government Code § 26909, and shall conform to generally accepted accounting principles. The outside independent certified public accountant selected by the Authority as auditor shall be formally designated by a resolution adopted by the Board of Directors stating the effective date of the appointment and the term of the appointment.

13. OPERATING BUDGET AND EXPENDITURES: The Board shall adopt a budget as specified in the bylaws and as set forth in Section 14, below. Unless otherwise required by this Agreement or applicable law, the Authority’s Treasurer shall draw checks or warrants or make payments as specified in the bylaws of the Authority. The Authority may, consistent with the bylaws, invest any money in the treasury that is not needed for its immediate necessities.

14. CONTRIBUTIONS / BUDGETS: Unless otherwise provided in this Agreement, the Members shall equally share in the costs of the JPA. The Authority shall establish an operating fund. The fund shall be used to pay all administrative, operating and other expenses incurred by the Authority, and shall be funded by equal Member’s contributions for payment of costs of the Authority. The Board may direct that any surplus funds be returned to the Members, per Government Code § 6512, in proportion to the contributions made by each Member.

a. Authority Budgets: Authority budgets shall be established as follows:
(1) **General Operating Budget.** No more than ninety (90) days following the first meeting of the Board, and annually thereafter in the month of March or other mutually agreed upon timeframe, a general operation budget (the “Operating Budget”) shall be adopted by the Board. The Operating Budget shall be prepared in sufficient detail to constitute an operating outline for the purpose of establishing rates and/or contributions to be billed to and paid by the Members. The operating rates and/or contributions to be billed to and paid by each Member shall be based upon an equal contribution by each Member. The Operating Budget shall outline anticipated revenues and planned expenditures to be made during the ensuing Budget year by functional category such as operations and maintenance, administration, projects, programs, planning, study and any applicable contributions to operate related reserves. For the purpose of the Operating Budget, operating shall mean any financial activity related to exchange transactions, as defined by applicable generally accepted accounting principles (“GAAP”) associated with the principal activity of the JPA. The Operating Budget shall be adopted by unanimous approval of the Board. The rates and contributions approved by the Board shall be paid by the Members pursuant to Section 14.c below.

(2) **Non-Operating Budget.** No more than ninety (90) days following the first meeting of the Board, and annually thereafter in the month of March or other mutually agreed upon timeframe, a non-operating budget (the “Non-Operating Budget”) shall be adopted by the Board. The Non-Operating Budget shall be prepared in sufficient detail to constitute a non-operating outline for the purpose of establishing rates and/or contributions to be billed to and paid by the Members. These rates and/or contributions shall be based upon equal contributions by each Member. At a minimum, the Non-Operating Budget shall outline anticipated revenues and planned expenditures for non-operating financial activities for the ensuing Fiscal Year, inclusive of any amount necessary for servicing debt. For the purpose of the budget, Non-Operating shall mean any financial activity related to non-exchange transactions, as defined by applicable GAAP. Examples of non-exchange transactions include investment income, contributed capital from Members for capital debt service, interest expense, and return of capital to Members. The Non-Operating Budget shall be adopted by unanimous approval of the Board. The rates and contributions approved by the Board shall be paid by the Members pursuant to Section 14.c below.

(3) **Capital Project Budget.** No more than ninety (90) days following the first meeting of the Board, and annually thereafter in the month of March, or other mutually agreed upon timeframe, a capital project budget (the “Capital Project Budget”) shall, if applicable, be adopted by the Board. The Capital Project Budget, if applicable, shall be prepared in sufficient detail to constitute a capital project outline to assess contributions to be paid by the Members and expenditures to be paid by the Members during the ensuing year for capital projects needed for major repair, replacement, expansion and efficiency of any capital improvements constructed or installed by or on behalf of the Authority. These contributions shall be based upon equal contribution by each Member, subject to unequal contribution amounts for Special Projects, as addressed in Sections 10 and 14.a.(4). The Capital Project Budget shall be adopted by unanimous approval of the Board. The contributions approved by the Board shall be paid by the Members pursuant to Section 14.c below.
Special Project Budgets. In addition to the Operating Budgets, the Non-Operating Budgets, and the Capital Project Budget, the Board may budget at any time for the study, implementation or construction of any Special Project, program or study proposed to be undertaken by the Authority for matters not deemed to be of general benefit to all Members. A Special Project budget and written Special Project Agreement of the Members who consented to participation in the Special Project shall be established for each Special Project, which budget and agreement shall determine the respective obligations, functions, and rights of the Members involved and of the Authority. The directors of the Board representing the Members who will be involved in financing and implementing the Special Project shall be and constitute a “Special Project Committee,” for purposes of administration and implementation of the Special Project. No Special Project shall be acquired or constructed by the Board without the consent of each of the governing boards of the participating Members. Ratification of the Special Project budget by each of the participating Members shall constitute consent for the acquisition and construction of the Special Project. Notwithstanding the foregoing, no debt shall be incurred by the Authority for a Special Project without the unanimous consent of the Board. Any rates and contributions approved by the Special Project Committee and approved by the participating Members shall be paid by the participating Members pursuant to Section 14.c below.

Where the Board has approved one or more Special Projects, annually thereafter in the month of March (or other mutually agreed upon timeframe), a Special Project budget shall be developed by each Special Project Committee if required by the applicable Special Project Agreement. Each Special Project budget shall include, without limitation, the following:

(i) Administrative expenses;
(ii) Studies and planning costs;
(iii) Engineering and construction costs;
(iv) The allocation of costs, including debt service costs, if any, among participating Members;
(v) Annual maintenance and operating expenses for the project; and
(vi) A formula for allocating annual maintenance and operating expenses, if any.

All actions by a Special Project Committee shall be deemed actions of the Authority and shall be taken in the name of the Authority, provided, only the participating Members shall have rights and obligations in the Special Project as herein provided.

b. Failure to Obtain Budget Approvals. In the event a budget acceptable to the Board is not approved prior to the start of a Fiscal Year the Authority shall continue to operate at the level of expenditure as authorized below:
(1) **General Operating Budget.** The Operating Budget shall be at the expenditure level authorized by the last approved Operating Budget increased by the Consumer Price Index (“CPI”) with a minimum increase of no less than two percent (2%). The CPI shall mean the change in CPI for Urban Wage Earners and Clerical Workers for the Los Angeles County, Orange County, and Riverside County areas for the all items category for the 12-month period ending the February prior to the beginning of the Fiscal Year budgeted as determined by the U.S. Department of Labor, Bureau of Labor Statistics, or other mutually agreeable source if such a CPI is no longer available. This factor will be applied to the Operating Budget until such time as a new Operating Budget is approved by the Authority. Any shortfall in revenues will be made up from available reserves dedicated by the Board for such a purpose, and if insufficient to cover the shortfall, any available reserve funds not designated by the Board for other purposes or otherwise legally restricted for other purposes by external parties. Reserves shall mean any available cash or investments.

(2) **Non-Operating Budget.** The Non-Operating Budget shall automatically be established at the required level necessary to meet annual debt service requirements including any revenue coverage covenants. Each Member shall contribute to the Authority such amounts which will yield during each Fiscal Year net revenues payable to the Authority sufficient for the Authority to satisfy all covenants in any indentures, loan agreements or other documents entered into by the Authority and to enter into such other agreements as are necessary for the Authority to secure financing to pay the acquisition price for any facilities authorized by the Authority.

(3) **Capital Project Budget.** The Capital Project Budget shall automatically be established at the required level necessary to implement capital projects previously approved by the Authority.

c. **Payments of Amounts Due.** The payments owed for contributions from each Member to the Authority shall be due, payable, and delivered by the Members to the Authority within forty-five (45) days after receipt of a billing therefor from the Authority. To the extent permitted by state law, unpaid and past due contributions shall bear interest at ten percent (10%) per annum, calculated daily, from the date due to the date payment is received by the Authority.

15. **ASSESSMENTS FOR EXTRAORDINARY COSTS:** In the event the Authority should experience an unanticipated need to pay for extraordinary costs (e.g., those costs that are unanticipated and not otherwise funded through the budget), including, but not limited to the costs of litigation or indemnification as provided in this Agreement, and to the extent that such costs cannot otherwise be reasonably funded through use of reserves on hand or through the other revenue sources authorized by this Agreement, the Board may allocate the additional costs to the Members, whether such extraordinary costs are actually incurred or estimated to be necessary. Unless otherwise specifically allocated to one or more Members by the unanimous vote of the Board, all allocations of extraordinary costs shall be shared equally by each Member. The Members agree that they will then contribute their proportionate share of the extraordinary costs within a reasonable period of time as determined by the Board, or as otherwise specified in the Bylaws.
16. **STAFFING**: The Board shall provide for staffing of the Authority in accordance with procedures established in the bylaws. Such staffing shall ensure the Authority is able to accomplish all requirements imposed by SGMA, this Agreement, and/or any other requirements imposed by law. Legal counsel shall be appointed by the Board and shall serve at the pleasure of the Board. Legal counsel may be an attorney that also performs work for one of the Members, provided appropriate waivers suitable to the Board, and counsel for all of the Members, are first obtained.

17. **DISPUTE RESOLUTION**: The Members desire to informally resolve all disputes related to this Agreement and/or SGMA, whenever possible, at the lowest possible level, and triggering of the dispute resolution procedures described herein shall only occur where the Members and/or the Board have reached impasse and are unable to resolve matters without invoking formal dispute resolution procedures. Should informal resolution of any dispute prove unsuccessful, the Parties agree to neutral facilitation/mediation of the dispute as a next step prior to filing a lawsuit or otherwise seeking judicial intervention. The appointed facilitator/mediator, who need not be a licensed attorney, shall be a person who is not a current or former employee or agent of any Member, and someone who has knowledge of the rules governing public agencies, and who has experience with the management of groundwater resources in Southern California. The facilitator shall be compensated by the Authority.

The facilitator shall be a third party neutral assigned by the Center for Collaborative Policy (“CCP”) of Sacramento State University, or such other neutral as is unanimously decided upon by the Members involved in the dispute. In the event that the Members involved in the dispute are unable to agree upon the facilitator or mediator, then each Member involved in the dispute shall provide the name of one recommended facilitator or mediator to the Authority’s legal counsel. The facilitator/mediator shall then be selected by the Authority’s legal counsel, based upon whichever recommended facilitator/mediator is the most qualified facilitator/mediator for the type of dispute involved. The selected facilitator/mediator shall diligently seek to achieve a consensus based solution to the dispute. Upon the request of one of the Members involved in the dispute, the facilitator shall render a recommended resolution of the dispute after five facilitated negotiation sessions between the Members involved in the dispute where an acceptable resolution has not yet been reached. The facilitator/mediator’s recommended resolution shall not be admissible in any judicial proceedings. Where facilitation/mediation as described herein is unable to successfully resolve the dispute, then a Member involved in the dispute, upon providing 60 days-notice to the other Members and the Authority, may initiate judicial proceedings in the Superior Court for Riverside County.

This Section shall not bar a Member or Member(s) from initiating legal action in another appropriate forum with jurisdiction over the matter as necessary to comply with an applicable statute of limitation, provided such legal action, where authorized, is stayed pending completion of the dispute resolution process described herein. Members involved in a dispute governed by this Section are encouraged to enter a tolling agreement, if legally authorized, in order to allow sufficient time for completion of the process required by this Section.
18. WITHDRAWAL:

a. Notice to Members: Any Member may withdraw from the Authority by delivery of written notice to withdraw to each of the Members at least two years prior to the date of withdrawal (“Withdrawal Notice Period”), unless the Members unanimously agree to allow the withdrawing Member to withdraw sooner than two years, in which case the date of withdrawal shall be the date unanimously agreed upon by the Board. The withdrawing Member shall continue to be a full Member during the pendency of the Withdrawal Notice Period and shall retain all rights and obligations during such period unless otherwise agreed to by unanimous vote of the Board.

b. Effect of Withdrawal: Should a Member choose to withdraw from the Authority in accordance with the terms of this Agreement, that Member retains any legal right it has under SGMA to serve as the GSA for the groundwater basin underlying its jurisdictional boundaries, provided such withdrawal will not cause the Authority (or its remaining Members) to default on financial obligations or to otherwise fail to comply with the legal obligations imposed by SGMA. The Authority and the non-withdrawing Members shall retain whatever legal rights they have under SGMA, and the withdrawal of the Member shall have no effect on the continuance of this Agreement among the remaining Members. The withdrawing Member shall not take any action after withdrawal that would be reasonably anticipated to frustrate the ability of the Authority to comply with SGMA. After providing written notice of withdrawal, the withdrawing Member shall act at all times in good faith in the best interests of the Authority until such time as the withdrawal process is complete.

c. Continuing Fiscal Obligations: Any Member that withdraws as provided herein shall remain proportionately liable during the Withdrawal Notice Period for its proportionate share of the budget. If the Members elect to incur extraordinary costs in accordance with Section 15, the withdrawing Member shall be proportionately liable during the Withdrawal Notice Period for the obligations or debts approved and incurred by the Authority for those extraordinary costs, unless the Members agree otherwise. Any Member that withdraws shall remain proportionately liable for any unfunded capital expenditures or debt service obligations incurred or approved by the Board prior to the date of written notice of withdrawal of such Member until such time as the obligation is fully satisfied.

d. Continuing Claims Obligations: Members will remain obligated to contribute their proportionate share (based upon the membership roll as of the date of the claim), including without limitation legal defense costs, for any occurrences incurred during the Member’s membership, but not presented as a claim against the Authority until after the Member’s withdrawal.

e. Divisions of Property Assets: The real and/or personal property assets contributed by the withdrawing Member or the value of the real and/or personal property assets at the date of withdrawal will be returned to the withdrawing Member to the extent such assets are not required for the Authority to meet its continuing obligations as a GSA under SGMA. If such real and/or personal property assets are needed to meet the continuing obligations of the Authority to comply with SGMA, then the remaining Members of the Authority and the withdrawing Member shall negotiate a purchase or lease of such assets for a price not to exceed the fair market value of those assets.
19. TERM AND TERMINATION: This Agreement shall become effective, and the Authority shall come into existence, on the Effective Date. The Agreement, and the Authority, shall thereafter continue in full force and effect until the governing bodies of the Members unanimously elect to terminate the Agreement. Upon unanimous election to terminate this Agreement, the Board shall continue to act as a board to wind up and settle the affairs of the Authority. The Board shall adequately provide for the known debts, liabilities and obligations of the Authority, and shall then distribute the assets of the Authority among the Members, as follows:

   a. The assets contributed by each Member, or the value thereof as of the date of termination, shall be distributed to that Member.

   b. The remaining assets shall then be distributed to each Member in equal proportions.

   The distribution of assets shall be made in-kind to the extent possible by returning to each Member those assets contributed by such parties to the Authority; however, no party shall be required to accept transfer of an asset in kind.

   Notwithstanding any other provision by the Board for payment of all known debts, liabilities and obligations of the Authority, each Member shall remain liable for any and all such debts, liabilities, and obligations in equal proportions, or in the proportion specified by unanimous action of the Board if alternative proportions are so specified for particular actions or activities that give rise to such debts, liabilities, and obligations.

   Termination of this Agreement shall not occur, and the Members shall continue to fund the operations of the Authority as a GSA for the Sub-Basin, until the Authority determines by a unanimous vote of the Board that: (a) a GSA is no longer required for the Sub-Basin; or (b) one or more of the individual Members will undertake the legal obligations of a GSA previously performed by the Authority, and such termination of the Authority will not result in the Sub-Basin being placed in a probationary status by the SWRCB.

20. INDEMNIFICATION/CONTRIBUTION: Members, directors, officers, agents and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. The Authority shall hold harmless, defend and indemnify the Members, the Authority Board, and the Members’ directors, agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property (including property owned by any Member), arising out of the activities or omissions of the Authority, or its agents, officers and employees related to this Agreement or SGMA (“Claims”).

   a. To the extent authorized by California law, no Member shall be liable for the actions or omissions of any other Member or the Authority related to this Agreement.

   b. The indemnification obligations described herein shall continue beyond the term of this Agreement as to any acts or omissions occurring during this Agreement or any extension of this Agreement.
c. To the extent that the Authority is unable or unwilling (because of comparative fault of Member(s), or other good faith legal basis) to hold harmless, defend and/or indemnify any Member to this Agreement as provided in this Section, such Member shall be entitled to contribution from the other Members in equal proportion to the extent one Member pays more than its equal share of such obligation. Provided, however, that where one or more Members is determined by a court (or in a settlement approved by a court) to be responsible for a greater proportion for the Claims, each Member will only be responsible for contribution to the other Member (or Members) up to the extent of the contributing Member’s proportional responsibility.

21. INSURANCE: The Authority shall obtain insurance for the Board members and general liability insurance containing liability in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability (including compliance with the indemnification provisions in Section 20 above) that may be incurred by the Authority. The Members, their officers, directors and employees, shall be named as additional insureds.

22. CLAIMS: All claims against the Authority, including, but not limited to, claims by public officers and employees for fees, salaries, wages, mileage, or any other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title I of the Government Code, which describes the appropriate content of a claim.

23. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement among the parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of all of the parties.

24. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

25. NOTICES: Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered sent by facsimile transmission, emailed or sent by first class mail, postage prepaid and addressed as follows:
MEMBERS:

City of Corona  
Attn: General Manager,  
 Department of Water and Power  
Address: 755 Public Safety Way  
Corona, CA 92880

Elsinore Valley Municipal Water District  
Attn: General Manager  
Address: 31315 Chaney Street  
Lake Elsinore, CA 92530

Temescal Valley Water District  
Attn: General Manager  
Address: 22646 Temescal Canyon Rd  
Corona, CA 92883

Notice delivered personally is deemed to be received upon delivery. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Any party may change the above address by giving written notice pursuant to this Section.

26. CONSTRUCTION: This Agreement reflects the contributions of all parties and accordingly the provisions of Civil Code § 1654 shall not apply to address and interpret any uncertainty.

27. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

28. WAIVERS: The failure of any party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach.

29. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to any party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

30. FURTHER ASSURANCES AND OBLIGATION OF GOOD FAITH DEALING: Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement. Moreover,
consent or approval, where reasonably requested in furtherance of the purposes of this Agreement or compliance with SGMA, shall not be unreasonably withheld by a Member.

31. COUNTERPARTS: This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

32. AMENDMENT: This document may only be amended with a vote by all of its Members.

33. CUA ASSIGNMENT: To the extent that this Agreement is deemed to be a “material contract” under either of the CUA Management Agreements, the Members have no right to terminate this Agreement, either or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, the Members shall remain fully obligated to perform under this Agreement contracting directly with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility systems.
CITY OF CORONA SIGNATURE PAGE
FOR
JOINT POWERS AGREEMENT BY AND AMONG THE CITY OF CORONA,
ELSIMORE VALLEY MUNICIPAL WATER DISTRICT AND TEMESCAL VALLEY
WATER DISTRICT FOR THE FORMATION OF A JOINT POWERS AUTHORITY
AND MANAGEMENT OF THE BEDFORD-COLDWATER SUB-BASIN OF THE
ELSIMORE BASIN

EACH OF THE UNDERSIGNED, having read and considered the above provisions,
indicate their agreement by their authorized signatures.

CITY OF CORONA,
a California General Law City organized and
existing under the laws of the State of California

By: __________________________
Dick Haley
Mayor

Attest:
__________________________
Lisa Mobley
City Clerk

Approved as to Form:
__________________________
Dean De Wolf
City Attorney

Consent:
__________________________
Darrell Talbert
Executive Director
Corona Utility Authority
ELSONE VALLEY MUNICIPAL WATER DISTRICT SIGNATURE PAGE FOR
JOINT POWERS AGREEMENT BY AND AMONG THE CITY OF CORONA,
ELSONE VALLEY MUNICIPAL WATER DISTRICT AND TEMESCAL VALLEY
WATER DISTRICT FOR THE FORMATION OF A JOINT POWERS AUTHORITY
AND MANAGEMENT OF THE BEDFORD-COLDWATER SUB-BASIN OF THE
ELSONE BASIN

EACH OF THE UNDERSIGNED, having read and considered the above provisions,
indicate their agreement by their authorized signatures.

ELSONE VALLEY MUNICIPAL WATER
DISTRICT, a Municipal Water District organized
under Water Code §§ 71000

By:
Harvey R. Ryan
President, Board of Directors

ATTEST

Terese Quintanar
Secretary to the Board

APPROVED AS TO FORM

John E. Brown
General Counsel
TEMESCAL VALLEY WATER DISTRICT SIGNATURE PAGE
FOR
JOINT POWERS AGREEMENT BY AND AMONG THE CITY OF CORONA, ELSINORE VALLEY MUNICIPAL WATER DISTRICT AND TEMESCAL VALLEY WATER DISTRICT FOR THE FORMATION OF A JOINT POWERS AUTHORITY AND MANAGEMENT OF THE BEDFORD-COLDWATER SUB-BASIN OF THE ELSINORE BASIN

EACH OF THE UNDERSIGNED, having read and considered the above provisions, indicate their agreement by their authorized signatures.

TEMESCAL VALLEY WATER DISTRICT,
a California Water District organized under California Water Code §§ 34000 et seq.

By: C.W. Colladay
President, Board of Directors

Attest:
Paul Rodriguez
Board Secretary

Approved as to Form:
Dave Saunders
General Counsel