

**PROPOSITION 1 WATER STORAGE INVESTMENT PROGRAM CONTRACT FOR
ADMINISTRATION OF EMERGENCY RESPONSE BENEFITS**

CHINO BASIN PROGRAM

This Contract for Administration of Public Emergency Response Benefits (Contract) is made and entered into by and between the California State Department of Water Resources (DWR) and the Inland Empire Utilities Agency (IEUA) (each individually referred to herein as a Party and together, the Parties) for the Chino Basin Program (Program).

RECITALS

- A.** In November 2014, California voters approved Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Wat. Code, §§ 79700-79798) to provide funding for more reliable water supplies, the restoration of important species and habitat, and a more resilient and sustainably managed water infrastructure.
- B.** Chapter 8 of Proposition 1 (Wat. Code, §§ 79750-79760) dedicated \$2.7 billion for investments in water storage projects that improve the operation of the state water system and provide a net improvement in ecosystem and water quality conditions. The California Water Commission (CWC) administers the Water Storage Investment Program (WSIP) to fund the public benefits associated with these projects. Through a rigorous selection process, the CWC made seven maximum conditional eligibility determinations (MCEDs), one for each WSIP project. The MCED represents the maximum amount of state funding a WSIP project was eligible for at the time of the determination, based on the CWC's estimate of public benefits to be provided by each WSIP project. Public benefits provided by WSIP projects may include flood control, ecosystem benefits, water quality improvements, emergency response, and recreation.
- C.** Each WSIP project must enter into a contract with each public agency that administers the public benefits, after that agency makes a finding that the public benefits of the project for which that agency is responsible meet the relevant requirements of Water Code section 79750 et seq.
- D.** The CWC is the funding grantor of WSIP projects. The CWC awards final funding after all requirements for allocation of funds enumerated in Water Code section 79755 are complete for the project.
- E.** The DWR is responsible for making a finding that the public emergency response benefits of a project meet all requirements of Water Code section 79750 et seq., and for entering a contract with each project proponent to administer the Public Emergency Response Benefits. (Wat. Code, § 79755; Cal. Code Regs., tit. 23, § 6013, subd. (c)(2)).

- F. The Chino Basin Program (Program), is a conjunctive use project that will construct an advanced water treatment facility and distribution system that will treat and store up to 15,000 acre-feet per year of recycled water in the Chino Basin Water Bank (CBWB), creating a new local water supply. Through agreements with DWR and other project partners, the CBWB will be operated in a way that dedicates blocks of water of up to 50,000 acre-feet per year. Water storage withdrawal of up to 50,000 acre-feet (AF) produced from the Program will be made available for use once during such declared emergencies as a Delta disruption, earthquake induced disruption, or in a drought emergency. The actual amount of water delivered, and the receipts will be dependent on the nature of the emergency.
- G. The Parties recognize that the purpose of the Program is to provide both public and non-public benefits. (Wat. Code § 79753, subd. (a); Cal. Code Regs., tit. 23, § 6001, subd. (a)(53).) This Contract only covers the public emergency response benefit. Inland Empire Utilities Agency (IEUA) controls the operation of the Program.
- H. The CWC deemed the Program feasible as required by Water Code section 79755, subdivision (a)(5)(B) on October 20, 2021.
- I. Pursuant to Water Code section 79755, subdivision (a)(3), the DWR finds the following public emergency response benefit resulting from the Program meets all the requirements of Water Code section 79750 et seq. Water storage withdrawal of up to 50,000 acre-feet will be made available once during such declared emergencies as a Delta disruption, earthquake induced disruption, or in a drought emergency.
- J. The purpose of this Contract is to ensure that public contribution of funds pursuant to Chapter 8 of Proposition 1 for the Program achieves the Public Emergency Response Benefit verified by the DWR and described herein. (Wat. Code, § 79755.) This Public Emergency Response Benefit will be achieved by IEUA implementing agreed-upon Program Implementation Actions, as described in this Contract, and carrying out the Adaptive Management Plan as described in Exhibit B, incorporated by reference as though set forth in full herein.

SECTION 1 ABBREVIATIONS AND DEFINITIONS

Unless the context otherwise requires, the terms defined in this section shall for all purposes of this Contract have the meanings hereinafter specified:

- A. **Adaptive Management** – shall have the same meaning as Water Code section 85052.
- B. **Adaptive Management Actions** -refers to those management actions specifically identified in Section 2 of Exhibit B.
- C. **Adaptive Management Plan** – identifies how monitoring will be used to adaptively manage a project's public emergency response benefit through a collaborative meet and confer process and contains the elements required by California Code of Regulations, title 23, section 6014, subdivision (a)(2).
- D. **Adaptive Management Threshold (Threshold)** – shall have the same meaning as California Code of Regulations, title 23, section 6001, subdivision (a)(80).
- E. **Adaptive Management Trigger (Trigger)** – shall have the same meaning as California Code of Regulations, title 23, section 6001, subdivision (a)(84).
- F. **AFY** – Acre-feet per year.
- G. **Annual Summary Report** – annually required report prepared by the IEUA, which documents the progress and status of each public benefit, as described in Section 4.3.1.1.
- H. **Best Available Science** – shall have the same meaning as California Code of Regulations, title 23, section 6001, subdivision (a)(9). The use of high-value information and data, specific to the decision being made and the time frame available for making that decision, to inform and assist management and policy decisions.
- I. **Contract** – Contract for Administration of Public Emergency Response Benefits.
- J. **CWC** – California Water Commission
- K. **Decision-Making Body** – a group of individuals to be established by IEUA and DWR to coordinate adaptive management for the public emergency response benefit.
- L. **Delta** – Sacramento-San Joaquin River Delta.
- M. **Drought Year Series** - defined as a minimum of three consecutive years of Dry or Critical years with the last year a Critical year as defined in the State Water Resources Control Board's Decision 1641 using the Sacramento Valley Water Year Index.
- N. **Drought Emergency Year** – defined as the last year of a Drought Year Series or when a Federal, State or local drought emergency is declared.
- O. **Dry Water Year** – as defined in the State Water Resources Control Board's Sacramento Valley 40-30-30 Index.
- P. **DWR** – California Department of Water Resources.
- Q. **Feasible** – shall have the same meaning as California Public Resources Code

section 21061.1, with the exception of the use in Recital I, above.

- R. **Funding Agreement** – California Water Commission Funding Agreement.
- S. **IEUA** – Inland Empire Utilities Agency
- T. **Limiting Factor** – A factor which prevents the Program from achieving conditions above Adaptive Management triggers
Meet and Confer Process – the process outlined in Exhibit B (Adaptive Management Plan) by which the Decision-Making Body collaboratively identifies limiting factors and recommends adaptive management actions.
- U. **Performance Threshold** – quantity of public emergency response benefit expected to be achieved by implementation of with-project actions compared to without-project actions, based on best available science at the time of contract execution.
- V. **Program Year** – Refers to a full year of Program operations capable of delivering water. For example, “Program Year 10” refers to ten years after the Program becomes operational and capable of delivering water.
- W. **Program** – Chino Basin Environmental Water Program.
- X. **Program Implementation Actions** – foundational actions a project must execute for derivation of the anticipated public emergency response benefit.
- Y. **Public Emergency Response Benefit** – shall have the same meaning as California Code of Regulations, title 23, section 6001, subdivision (a)(63) and Water Code section 79753, subdivision (a)(2).
- Z. **Review Report** – Adaptive Management Plan Review Report.
- AA. **State** – State of California.
- BB. **Unplanned Infrastructure Outage** – Delta levee failures, accidents, or terrorism that impact Delta water supply operations, earthquake events that impact local or regional water supply operations or other emergencies as defined in Sections 4.11.2.1, 4.11.2.2 and Section 4.11.1, respectively, of the CWC Technical Reference (November 2016) for the WSIP program.
- CC. **WSIP** – Water Storage Investment Program.

SECTION 2 ROLES AND RESPONSIBILITIES

2.1 Department of Water Resources

The DWR has authority as the administering agency for the Public Emergency Response Benefit under WSIP. DWR is responsible for executing a Contract with WSIP project proponents providing Public Emergency Response Benefits under WSIP to ensure that the public contribution of funds pursuant Water Code section 79755 achieves the Public Emergency Response Benefits identified for the Program. (Wat. Code, § 79755, subd. (a)(3).) DWR: i) provide ongoing technical expertise and guidance toward the administration, implementation, and management of the Public Emergency Response Benefit; ii) participate in Public Emergency Response Benefit metric tracking, evaluation, and accounting; iii) obtain, manage, and report to the CWC information associated with the Public Emergency Response Benefit, pursuant to California Code of Regulations title 23, section 6014, subdivision (a)(2)(A)(4); and

iv) inform the CWC of the Public Emergency Response Benefit provided, any Adaptive Management Actions triggered, any benefit changes, or other information deemed appropriate by DWR.

2.2 Inland Empire Utilities Agency

IEUA has oversight authority for the Program and is responsible for implementation of Program Implementation Actions necessary for the realization of the Public Emergency Response Benefit described in this Contract, including monitoring for the Public Emergency Response Benefit, and reporting to DWR and the CWC pursuant to California Code of Regulations, title 23, section 6014, subdivisions (a)(2)(A)(3) and (a)(2)(A)(4), respectively. IEUA may delegate elements of Program reporting or execution of the Adaptive Management Plan.

However, any delegation does not relieve IEUA of its responsibility to ensure that the terms and conditions identified in the Contract are met.

SECTION 3 TERM

This Contract shall become effective upon the execution of a Funding Agreement between the CWC and IEUA. The Contract shall terminate upon the completion of the 35-year life of the Program, or the full benefit has been fulfilled, whichever occurs earlier, unless otherwise terminated or amended as provided in the Contract.

SECTION 4 PUBLIC EMERGENCY RESPONSE BENEFIT

4.1 DESCRIPTION OF THE EMERGENCY RESPONSE BENEFIT

Pursuant to California Code of Regulations, title 23, section 6012, subdivision (g), DWR has confirmed the following benefit associated with the Program: a cumulative water storage withdrawal of up to 50,000 acre-feet to be made available during such declared emergencies as a Delta disruption, earthquake induced disruption, or in a drought emergency.

4.1.1 Emergency Response

The Program will provide additional water to be stored in the Chino Groundwater Basin which will enable Public Emergency Response Benefit water supply availability for IEUA and other participating agencies during such declared emergencies as a Delta disruption, earthquake induced disruption, or in a drought emergency. The Program will include a provision to “borrow” up to 50,000 acre-feet of stored water in the Chino Groundwater Basin under emergency conditions to a partnering State Water Project Contractor (SWPC) (e.g., Metropolitan Water District of Southern California (Metropolitan) and/or the San Bernardino Valley Municipal Water District (SBVMWD)). This water must be replaced with in-like water after the event by the borrowing agency. Other conditions may limit Public Emergency Response Benefit water deliveries to varying degrees; those that trigger Adaptive Management will be subject to the Meet and Confer Process described in the Adaptive Management Plan (Exhibit B).

4.2 ADAPTIVE MANAGEMENT

The Parties agree that IEUA shall manage the Public Emergency Response Benefit (as represented by the Program Implementation Actions) according to principles of Adaptive Management. A specific Adaptive Management Plan for the Public Emergency Response Benefit is attached hereto as Exhibit B. IEUA must comply with all provisions of the Adaptive Management Plan.

4.3 REPORTING

4.3.1 Reporting to the Department of Water Resources

4.3.1.1 Annual Summary Reports

IEUA shall provide an Annual Summary Report to DWR by July 31st following the effective date of this Contract as set forth above in Section 3. Each Annual Summary Report thereafter shall be provided by July 31. The Annual Summary Report shall document the progress and current status of the Public Emergency Response Benefit provided, including a description of any benefit changes since the last report.

4.3.1.2 Adaptive Management Review Reports

Adaptive Management Actions shall be reported based on the schedule established for the Public Emergency Response Benefit in the Adaptive Management Plan, including a Review Report as described in Section 1.4 of the Adaptive Management Plan. All reports shall be submitted to DWR designated WSIP Manager. Reports shall include all components described in Section 1.4 of the Adaptive Management Plan.

4.3.2 Reporting to the California Water Commission

IEUA shall provide a copy of the Annual Summary Report described in Section 4.3.1 to the CWC at the same time as any such report is submitted to DWR.

4.4 REQUIREMENT TO SHARE DATA

In addition to data required by the Annual Summary Report and the Review Report, DWR may make additional specific data requests reasonably related to the administration of the Contract. IEUA shall provide data responsive to DWR's request on a reasonable timeline agreed to by both Parties. If IEUA relies on data acquired by a third party and such data are not collected on behalf of IEUA, IEUA shall identify the third party which holds the data relied upon to DWR. Data that could be requested include, but are not limited to, reports, modeling, and datasets.

4.5 ASSURANCES

The Parties have determined that the following provide required assurances under the California Code of Regulations, title 23, section 6014, subdivision (a)(2)(A)(5):

- (1) IEUA will maintain and operate the Program through the life of the Contract.
- (2) IEUA will maintain permits required to deliver emergency response water throughout the life of the Program.
- (3) The Adaptive Management Plan will not require more water be provided by IEUA than proposed within Section 2.2 of Exhibit B.

SECTION 5 PUBLIC BENEFIT DISPUTE PROCESS

5.1 DISPUTES OVER PUBLIC BENEFITS NOT RESOLVED BY ADAPTIVE MANAGEMENT

DWR shall review the five-year Review Report described in Section 1.4 of the Adaptive Management Plan. If DWR concludes, based on the Review Report and the Best Available Science, that the Program Implementation Action metrics are at or below the associated Adaptive Management Trigger as described in the Adaptive Management Plan, the Decision-Making Body shall convene as described in Section 1.5 of the Adaptive Management Plan. If the Decision-Making Body cannot agree on the appropriate course of action as described in Section 1.5 of the Adaptive Management Plan, DWR may initiate the public benefit dispute process described in this section. The DWR may initiate the public benefit dispute process when:

- The Parties disagree on appropriate adaptive management actions within the Program's control and DWR program staff has determined that not adjusting Adaptive Management Actions will result in insufficient public benefit; or
- The Parties disagree on whether the public benefit should be adjusted; or
- The Parties disagree on whether achieving the public benefit continues to be feasible; or
- DWR determines the public benefit is not being delivered due to IEUA failure to implement the Program Implementation Actions as described herein, and no excuse exists for such failure.

5.2 DEPARTMENT OF WATER RESOURCES INITIATION OF PUBLIC BENEFIT DISPUTE PROCESS

If DWR elects to initiate the public benefit dispute process, DWR shall provide written notice to IEUA. The written notice shall:

- (1) State the disputed issue(s) which prompted the Meet and Confer Process described in Section 1.5 of the Adaptive Management Plan or identify other significant noncompliance with this Contract that requires resolution through the Meet and Confer Process.
- (2) Document the alternatives considered during the Adaptive Management Decision-Making Body's Meet and Confer Process described in Section 1.5 of the Adaptive Management Plan; and
- (3) State whether a resolution was achieved, in whole or in part, and state the specific relief, including the timeline, agreed to as part of any resolution.
- (4) Identify all outstanding issue(s) that remain unresolved; and
- (5) Propose a solution to the remaining unresolved issue(s).

DWR may also request additional relevant information from the IEUA which may inform DWR of the dispute.

5.3 INLAND EMPIRE UTILITIES AGENCY RESPONSE

Within 60 days of DWR's written notification to IEUA as described in Section 5.2, IEUA shall provide a written response to DWR. The response shall identify the issue(s), propose a solution to the dispute, and respond to DWR requests for additional relevant information.

5.4 MEETINGS

Throughout the public benefit dispute process, upon reasonable notice, either Party may request a meeting with the other Party.

5.5 AGREEMENT ON SOLUTION; PROCESSING AMENDMENTS AS NECESSARY

If, during the public benefit dispute process, the Parties mutually agree on a solution and the

solution requires an amendment to the Contract, including the Adaptive Management Plan, the Parties shall process an amendment as described in Section 7.6 of this Contract and the CWC Funding Agreement paragraph 20.

5.6 FAILURE TO AGREE ON SOLUTION; DEPARTMENT OF WATER RESOURCES FINDING OF INSUFFICIENT PUBLIC BENEFIT

Should the Parties not mutually agree on a solution to the public benefit dispute, DWR shall submit a finding of insufficient public benefit or other significant noncompliance with this Contract to the CWC for its consideration and action pursuant to the Funding Agreement paragraph 15A. With its finding of insufficient public benefit, DWR shall provide the CWC with an explanation regarding the cause of the insufficient public benefit, remedial actions taken to date by IEUA, including any mitigating circumstances, and its determination of whether the insufficient public benefit is the fault of IEUA.

IEUA may also provide any information it believes is pertinent to the CWC. Should a decision by the CWC result in a change to the Program's Public Emergency Response Benefit, the Parties shall process an amendment pursuant to Section 7.6 that appropriately reflects the ongoing obligations of IEUA.

SECTION 6 DISPUTE RESOLUTION

6.1 CONTINUING RESPONSIBILITIES

Full adherence to this Contract is required by both Parties during any dispute.

6.2 DISPUTES

If the Parties fail to resolve a dispute covered by Section 5 of this Contract, DWR shall notify the CWC of the dispute. The Parties shall follow the procedure set forth in Section 5 of this Contract.

6.3 OTHER DISPUTES

For any other disputes not covered by Section 5 of this Contract, Parties shall attempt to negotiate a resolution to any dispute and process any amendment necessary to this Contract to implement the terms of any such resolution.

SECTION 7 SPECIFIC PERFORMANCE

In the event of a default by IEUA as determined by the CWC under the Funding Agreement paragraph [REDACTED], before the term of this Contract is complete then, in addition to any and all other remedies available at law or in equity, DWR may seek specific performance Program Implementation Actions and Adaptive Management Actions as specified in the Adaptive Management Plan that are reasonable and feasible and within IEUA's control. IEUA agrees that specific performance is an appropriate remedy because the benefit to DWR from the Program, as described in Section 4, is unique and damages would not adequately compensate the State of California for the loss of such benefit.

SECTION 8 GENERAL TERMS AND CONDITIONS

8.1 GOVERNING LAW

This Contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8.2 SUPERSEDING PREVIOUS AGREEMENTS

This Contract supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Contract or the Program.

8.3 PROGRAM ACCESS

IEUA shall ensure that, for the purposes of administering the Program's Public Emergency Response Benefit under WSIP, DWR and DWR employees and agents have safe and suitable access to the IEUA owned and controlled Program site locations at all reasonable times during the Term of this Contract for the purpose of verifying and monitoring the Public Emergency Response Benefit. DWR shall not unreasonably interfere with IEUA use and enjoyment of its property. DWR shall notify IEUA at least five business days prior to entering IEUA property. (Cal. Code Regs., tit. 23, § 6014, subd. (a)(2)(A)(6).)

8.4 INDEMNIFY AND HOLD HARMLESS

IEUA shall indemnify and hold and save DWR, its officers, agents, and employees free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Program and this Contract, including, but not limited to any claims or damages arising from planning, design, construction, maintenance, monitoring, verification, and/or operation of this Program, except to the extent resulting from the negligence or willful misconduct of DWR, its officers, employees, and agents.

8.5 NO WAIVER

Enforcement of the terms of this Contract by DWR shall be at the discretion of DWR, and any forbearance by DWR to exercise its rights under this Contract shall not be deemed or construed to be a waiver by DWR of such term or of any rights of DWR under this Contract.

8.6 AMENDMENTS

This Contract, including the Adaptive Management Plan, may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. No amendment shall be valid unless made in writing and signed by the Parties and acknowledged by the CWC. Only people who are duly authorized to sign an amendment on behalf of either Party may do so. No oral understanding or agreement not incorporated in this Contract is binding on either of the Parties. Requests by either Party for amendments must be in writing, stating the amendment request and the reason for the request. DWR and IEUA have no obligation to agree to an amendment. All amendments shall be submitted to the CWC pursuant to Funding Agreement paragraph 20. If the Parties mutually agree to an amendment that substantially reduces, eliminates, or substantially repurposes the public benefit, the Parties shall notify the CWC pursuant to Funding Agreement paragraph 15B.

8.7 SUCCESSORS AND ASSIGNS

This Contract and all provisions shall apply to and bind the successors and assigns of the Parties. No assignment or transfer of this Contract or any part thereof shall be valid unless and until it is

approved by DWR and made subject to such reasonable terms and conditions as DWR may impose.

8.8 SEVERABILITY

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract shall continue as modified.

8.9 INDEPENDENT CONTRACTOR

IEUA, and the agents and employees of IEUA, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of DWR. IEUA acknowledges and promises that DWR is not acting as an employer to any individuals furnishing services or work on the Program pursuant to this Contract.

8.10 PROGRAM REPRESENTATIVES

All inquiries may be directed to the Program Representatives:

[Name]
WSIP Manager
California Department of Water
Resources
[Mailing Address]
[E-mail address]

[Name]
[Title]
Inland Empire
Utilities Agency
[Mailing Address]
[E-mail address]

Parties shall inform each other in writing of any changes to the program representatives.

8.11 EXHIBITS

Each exhibit referenced in this Contract and listed below is incorporated by reference as though set forth in full herein.

Exhibit A – Department of Water Resources Findings Regarding the Public Emergency Response Benefit for the Program

Exhibit B – Emergency Response Adaptive Management Plan for Chino Basin Program

IN WITNESS WHEREOF, this Contract is made and entered into in the State of California by Inland Empire Utilities Agency and the Department of Water Resources, each of which hereby agrees to the terms and conditions of this Contract.

California Department of Water Resources

By:

Signature: _____

Printed name:

Tom Gibson

Title:

Director, California Department of Water Resources

Date: _____

Inland Empire Utilities Agency

By:

Signature: _____

Printed name:

[NAME]

Title:

[TITLE]

Date: _____

EXHIBIT A

**DEPARTMENT OF WATER RESOURCES FINDINGS REGARDING PUBLIC EMERGENCY
RESPONSE BENEFIT FOR THE CHINO BASIN ENVIRONMENTAL WATER PROGRAM**

DRAFT

EXHIBIT B

**PROPOSITION 1 WATER STORAGE INVESTMENT PROGRAM
CONTRACT FOR ADMINISTRATION OF PUBLIC EMERGENCY RESPONSE BENEFITS CHINO
BASIN PROGRAM
EMERGENCY RESPONSE ADAPTIVE MANAGEMENT PLAN**

SECTION 1 PROGRAM-WIDE APPROACH FOR ADAPTIVE MANAGEMENT AND REPORTING

1.1 OVERVIEW

WSIP defines emergency response as a public benefit that provides an amount of water storage or supply for emergency response purposes that are outside of normal facility operations or average water supply for all other purposes. Water for human health and safety during declared emergencies is cited as a public benefit under the code. (Wat. Code, § 79753(a)(4)).

Water suppliers in the Chino Basin are heavily dependent on imported supplies from the Metropolitan Water District of Southern California (Metropolitan), relying on State Water Project (SWP) supplies to meet 25% of IEUA's regional demand, with individual water suppliers using up to 40% SWP imported supplies (Figure 1). Metropolitan and Chino Basin agencies have invested extensively in southern California storage, local groundwater and surface water, desalters, and recycled water to supply the remainder of demand and provide resiliency as the SWP becomes less reliable because of climate change and regulatory restrictions.

Figure 1 – Metropolitan imported water infrastructure



The Chino Basin Program is a water treatment and storage program that will develop an advanced water treatment plant and aquifer replenishing facilities to store 15,000-acre feet (15 TAF) per year of advanced treated recycled water in the Chino Basin. Stored water would be available to Metropolitan and for local use when SWP or local supplies are reduced. Up to 50 TAF is anticipated to be available over the duration of the Contract to respond to emergency situations. Groundwater extraction capacity is expected to provide up to 40 TAF in a single year (3,333 AF per month). Availability of a quantity of water for emergency response benefits at a specific time is dependent on the quantity of Program water stored in the Chino Basin that has not been previously extracted to provide the Program's Public Emergency Response Benefits.

The Program would provide a supply of high-quality water under conditions that would otherwise result in a water shortage that would impact human health and safety and/or cause significant impacts to the local or regional economy. Depending on the nature of the emergency, the stored water could be available to address conditions in the Chino Basin or the Metropolitan service area, and potentially beyond.

The range of conditions that would result in the need for the stored water to satisfy the Public Emergency Response Benefit will include 1) significant reduction in imported supplies from the SWP during a Drought Emergency Year, 2) physical conditions of SWP or Metropolitan facilities that reduce deliveries of SWP water supply, including, but not limited to natural or manmade disasters such as earthquake, wildfire, flood, Delta levee failure, or terrorist attack, or 3) similar disruptions to local infrastructure in the Chino Basin that result in a significant reduction of water supply.

Extraction and use of the stored Public Emergency Supply Benefit would be triggered by a number of circumstances, including, but not limited to 1) a Drought Emergency Year, 2) an emergency declaration and determination by Metropolitan and IEUA that Unplanned Infrastructure Outages will result in significant shortages in the IEUA or Metropolitan service areas.

1.2 ADAPTIVE MANAGEMENT PLAN APPROACH

This Adaptive Management Plan outlines a monitoring plan, including project implementation milestones and Performance Thresholds (defined in Section 1.4) that demonstrate the Program's success in carrying out the Program Implementation Actions and Benefit Implementation Actions specified in the Contract. The Adaptive Management Plan identifies how monitoring will be used to adaptively manage the Program's Public Emergency Response Benefits through a Meet and Confer Process and Adaptive Management Actions provided that any Adaptive Management Actions required to be taken by IEUA shall be reasonable and feasible. The intent of the Adaptive Management Plan is to increase the likelihood of achieving and maintaining the desired Public Emergency Response Benefits, notwithstanding various uncertainties beyond the scope of IEUA's control and responsibility, which can include, but are not limited to, natural disasters, California hydrology, future regulatory conditions, changing water operations outside of the Program's influence, changes in land use, and climate change. Adaptive Management of the Program will be implemented on a five-year cycle, although benefits are anticipated to occur within every five-year review cycle. A five-year review cycle provides a regular opportunity to evaluate data from the previous years of program implementation, maintenance and monitoring and allows for incorporation of new technologies and lessons learned into subsequent implementation, monitoring, maintenance, and performance tracking.

This Adaptive Management Plan is structured according to definitions and requirements outlined in the statute and California Code of Regulations. Water Code section 85052 defines Adaptive Management as "a framework and flexible decision-making process for ongoing knowledge acquisition, monitoring, and evaluation leading to continuous improvement in management planning

and implementation of a project to achieve specified objectives.”¹

The California Code of Regulations (CCR), Title 23, Waters, Water Storage Investment Program (WSIP), section 6014, subdivision (a)(2)(A) states, “[t]he contract between an administering agency and applicant shall contain:

- (1) An adaptive management plan for the public benefits funded under the [WSIP] Program. The adaptive management plan shall contain:
 - a. Public benefit monitoring metrics;
 - b. Monitoring locations, frequencies, and timing;
 - c. Metric evaluation methodology and associated threshold or trigger levels based on best available science that initiate Adaptive Management Actions;
 - d. Decision making process including the administering agency role and the Adaptive Management Actions that would be taken when a trigger is reached;
 - e. Funding sources and financial commitments to implement the adaptive management plan;
 - f. Other items deemed necessary on a case-by-case basis by administering agencies entering into the contract.”

1.3 ROLES AND RESPONSIBILITIES

Roles and responsibilities for each party are identical to those contained in Section 2 of the Contract. The Program Implementation Actions and Adaptive Management necessary will be the responsibility of IEUA and will be performed through coordination with Metropolitan under a separate agreement.

1.3.1 Adaptive Management Expectations

IEUA is obligated to deliver the Project Implementation Actions identified to be within the Program’s control to qualify under the WSIP and included in the Contract incorporating this Adaptive Management Plan, in order to achieve the anticipated Public Emergency Response Benefits. A description of the Program Implementation Actions and Benefit Implementation Action is presented in Table 1.

Table 1. Program Implementation Actions and Benefit Implementation Actions for Public Emergency Response Benefits.

Program Implementation Actions	Benefit Implementation Actions
1. Replenishment and management of advanced treated recycled water in the Chino Basin. 2. Develop and maintain agreement with Metropolitan for implementation of the CBP. 3. Develop and maintain agreements with local partners for implementation of the CBP	1. Extraction and delivery of up to 40 TAF in a single year (3,333 AF per month) and 50 TAF total during declared emergency(ies).

¹ Section 6001(a)(1) of the WSIP Regulations provides that the definition of “adaptive management” for WSIP “has the same meaning as provided in California Water Code section 85052.”

Program Implementation Actions: Defined as foundational actions the Program must execute for derivation of Public Emergency Response Benefits.

Benefit Implementation Actions: Defined as actions, identified in this Contract, that influence the quantity and/or quality of the Public Emergency Response Benefits. Agreements and/or operations necessary for benefit implementation should be implemented for the Term of the Contract. In cases where a Benefit Implementation Action is fundamental to achieving the Public Emergency Supply Benefit but may be influenced by factors outside of the Program's control, the Meet and Confer Process discussed in Section 1.5 of this Adaptive Management Plan will be used to recommend a course of action should an Adaptive Management Trigger (defined in Section 1.4) occur.

As part of the communication structure for implementation of this Adaptive Management Plan, a Decision-Making Body formed by representatives of IEUA and DWR will be established to coordinate Adaptive Management for all Public Emergency Response Benefits. It is the responsibility of the Parties to each identify its own representative(s) for participation in the Decision-Making Body. Other partners, resources, and expertise may be involved as needed and at the discretion of the Decision-Making Body.

1.4 ADAPTIVE MANAGEMENT THRESHOLDS AND TRIGGERS

California Code of Regulations, title 23, section 6001, subdivision (a) provides definitions for the terms "threshold" and "trigger" in the context of Adaptive Management. "Threshold" means a numerical value for a specific metric that is a boundary between acceptable and unacceptable situations or conditions, or a specific metric that must be exceeded for a certain reaction, result, or condition to occur. "Trigger" means an event, situation, or measurement that initiates or requires a management action. Each monitoring metric is associated with an adaptive management threshold and trigger. These are pre-determined decision points specific to each Project Implementation Action and Benefit Implementation Action. Program status for each benefit's Program Implementation Actions and Benefit Implementation Actions will be assessed as described below:

Performance Thresholds

Performance Thresholds are established as the full extent of Program Implementation Actions and Benefit Implementation Actions and the quantity of public benefits anticipated to be achieved by implementation of with-project actions (Project Implementation Actions and Benefit Implementation Actions) compared to without-project actions (future baseline) or pre-project conditions (pre-project baseline), based on Best Available Science at the time of Contract execution. Performance Threshold values indicate expected or better conditions above baseline conditions. Project Implementation Actions and Benefit Implementation Actions will have specified Performance Thresholds associated with Contract commitments.

Adaptive Management Triggers

Adaptive Management Triggers are events, situations, and/or values determined to be below Performance Thresholds, assessed on a five-year review cycle. Adaptive Management Triggers are evaluated based on monitoring metrics associated with Program Implementation Actions and Benefit Implementation Actions and are determined by the evaluation of specified monitoring metrics compared to the associated Performance Threshold. Adaptive Management Trigger indicates when a Public Emergency Response Benefit is experiencing a potential challenge, is not on the expected trajectory to achieve the Performance Threshold, and the monitoring data is below the Performance

Threshold.

1.5 DECISION-MAKING PROCESS

Program performance will be evaluated on its success in achieving Performance Thresholds identified for the Program Implementation Actions and Benefit Implementation Actions. If an Adaptive Management Trigger occurs, then decision-making processes and Adaptive Management Actions will be initiated as described below.

1.5.1 Adaptive Management Trigger Decision-Making Processes

The Program will report to DWR as identified in Section 1.6.

Should a Program Implementation Action Adaptive Management Trigger occur, the Program will identify limiting factors and implement any appropriate Adaptive Management Actions from the potential actions delineated in Sections 2.1.5. and 2.2.5. Should a Benefit Implementation Action Adaptive Management Trigger occur, the Program will identify limiting factors and implement any appropriate Adaptive Management Actions from the potential actions delineated in Section 3.1.5. The Program may also identify reasons why Adaptive Management Actions are not reasonable or feasible or may not result in the achievement of Performance Thresholds (e.g., extended drought conditions or infrastructure repairs) and will propose a plan in the Annual Report to meet Performance Thresholds in the next Review Report period.

If, after review of the Annual Summary Report or Adaptive Management Review Report, along with other relevant monitoring data, DWR concludes that Program Implementation Actions and Benefit Implementation Actions are occurring and Program Implementation Action, and Benefit Implementation Action metrics are at or above the associated Adaptive Management Triggers or DWR concludes it is not feasible to meet Performance Thresholds in the reporting period in question, DWR will confirm this status with the Program and the Program will continue to implement its monitoring plan.

If, after reviewing the Annual Summary Report or Adaptive Management Review Report, along with other relevant monitoring data, DWR concludes that Program Implementation Action and Benefit Implementation Action metrics are below the associated Adaptive Management Trigger and, if relevant, current Adaptive Management Actions being taken will not be sufficient to achieve Performance Thresholds, DWR will initiate the Meet and Confer Process. Through the Meet and Confer Process, the Decision-Making Body will identify the limiting factor(s) to achieving conditions at or above the Adaptive Management Triggers.

Should the Program refuse to meet and confer, DWR will independently investigate the limiting factor(s).

Through the Meet and Confer Process or DWR's independent investigation:

1. If the Decision-Making Body determines that the Program Implementation Action Adaptive Management Trigger or a Benefit Implementation Action Adaptive Management Trigger has occurred and that Adaptive Management Actions are warranted, the Decision-Making Body will recommend reasonable and feasible Adaptive Management Actions from the possible Adaptive Management Actions identified for the benefit in Sections 2.1.5, 2.2.5, and 3.1.5 and will also recommend a timeline for the Program to implement any modifications identified.
 - a. If the Program successfully implements the recommended Adaptive Management Actions, then the monitoring plan will continue with annual evaluation of metrics

compared to Performance Thresholds and Adaptive Management Triggers. After a subsequent five-year review cycle of the annual metric assessment showing achievement of Performance Thresholds, the Program can resume monitoring with a five-year Adaptive Management review.

- b. If the Decision-Making Body cannot agree on limiting factors or recommended actions to achieve Performance Thresholds at or above Adaptive Management Triggers, DWR may initiate the Public Benefit Dispute Process. See CAPB Section 5.
- c. If the Program does not implement the recommended Adaptive Management Actions according to the recommended timeline or fails to achieve Performance Threshold levels at or above Adaptive Management Triggers because of a failure to implement Project Implementation Actions or Benefit Implementation Actions, DWR may initiate the Public Benefit Dispute Process. See CAPB Section 5.

1.5.2 Force Majeure: Events Not Covered by Adaptive Management Trigger Decision-Making Processes

The foregoing Adaptive Management Trigger Decision-Making Process addresses foreseeable events and changing circumstances that interfere with the Program's implementation of Program Implementation Actions or Benefit Implementation Actions. In the event that a catastrophic disruption occurs that renders one or more Program Implementation Actions and/or Benefit Implementation Actions impossible (e.g., due to destruction of essential infrastructure), the Program will notify DWR in writing of the impossibility and propose a timeline to resume Program Implementation and/or Benefit Implementation Actions. Alternatively, the Program may inform the Department that the delivery of affected Public Emergency Response Benefit(s) is no longer possible. After the Program has stabilized any health or human safety-related impacts of unforeseen circumstances, the Decision-Making Body will meet and confer and decide on one of the following:

1. The Decision-Making Body may mutually agree that the Public Emergency Response Benefit(s) continue to be possible. The Decision-Making Body will determine whether an adjustment to the Adaptive Management Plan for the Public Emergency Response Benefit in question is needed or an alternative Public Emergency Response Benefit can be achieved. Accordingly, DWR will process an amendment and inform the CWC of any benefit changes. See CAPB Section 8.6, Funding Agreement paragraph 17.

Should the Decision-Making Body not agree on whether an adjustment to the Adaptive Management Plan is needed DWR may initiate the Public Benefit Dispute Process. See CAPB Section 5.

2. The Decision-Making Body may mutually agree that the Public Emergency Response Benefit is no longer possible due to the catastrophic disruption addressed by this section and may mutually agree to terminate the Program Implementation Actions and/or Benefit Implementation Actions, specific to any Public Emergency Response Benefit that is no longer possible. Accordingly, DWR will process an amendment and inform the CWC of the changes. See CAPB Section 8.6. If the Decision-Making Body mutually agrees to terminate the requirements specific to a Public Emergency Response Benefit, the Parties shall also notify the CWC pursuant to Funding Agreement paragraph 17.

Should the Decision-Making Body not agree on whether the Public Emergency Response Benefit continues to be possible, DWR may initiate the Public Benefit Dispute Process. See CAPB Section 5.

After completing the process set forth above in this Section 1.5.2, if the Parties continue to have a dispute and a party brings an action, neither this Section 1.5.2 nor anything else in this Adaptive

Management Plan or CAPB constitutes a contrary agreement under Cal. Civil Code section 1511(2) that could eliminate or change a statutory defense to performance under Civil Code section 1511(2).

1.6 PROGRAM REPORTING

Pursuant to California Code of Regulations, title 23, section 6014, subdivision (a)(2)(A)(3), the Program will provide to DWR an Annual Summary Report that includes:

- Summary of Program Implementation Actions and Benefit Implementation Actions
- Discussion of challenges and/or success in achieving Program Implementation Actions and Benefit Implementation Actions
- Summary of monitoring methods
- All monitoring data
- Discussion of management activities
- Other relevant information

IEUA will provide to DWR a Review Report every five years or annually should an Adaptive Management Trigger occur. The Review Report shall include:

- Items listed above for the Annual Summary Report
- Description of data evaluation methodology
- Results of metric analyses
- Evaluation of Performance Thresholds
- Discussion of any Adaptive Management Triggers that occurred, limiting factors that may have contributed to Adaptive Management Triggers occurring, and Adaptive Management Actions taken to meet Performance Thresholds
- Discussion of challenges and/or success in achieving Public Emergency Response Benefit(s) (i.e., Project Implementation Actions, Benefit Implementation Actions,) Performance Thresholds

Reports can be provided to DWR through electronic and/or hard copy transmittal as agreed upon and depending on data type. Review and response by DWR to the Program shall be completed within 60 days of submission of the Annual Report, and within 90 days of submission of the Review Report.

If the full quantity of the anticipated Public Emergency Response Benefit (50 TAF) is provided before the term on the Contract, and documented in reporting, future reporting related to the Public Emergency Response Benefit will be discontinued.

1.7 FUNDING ADAPTIVE MANAGEMENT PLAN IMPLEMENTATION

Pursuant to California Code of Regulations, title 23, section 6014, subdivision (a)(2)(A)(1)(e), this Adaptive Management Plan contains Public Emergency Response Benefit monitoring metrics, monitoring locations, frequencies, and timing, metric evaluation methodology and associated thresholds and trigger levels based on Best Available Science that initiate Adaptive Management Actions, decision making processes, funding sources and financial commitments to implement this Adaptive Management Plan, and any other items deemed necessary to the Contract. IEUA may elect to participate in collaborative partnerships regarding the implementation of monitoring and/or Adaptive Management Actions for Public Emergency Response Benefits. However, should existing monitoring undertaken through collaborative partnerships cease, it is the Program's responsibility to either implement necessary monitoring or identify and implement other monitoring partnerships for the Program Implementation Actions and Benefit Implementation Actions of this Adaptive Management Plan.

SECTION 2 ADAPTIVE MANAGEMENT OF PROJECT IMPLEMENTATION ACTIONS

2.1 REPLENISHMENT AND MANAGEMENT OF ADVANCED TREATED RECYCLED WATER IN THE CHINO BASIN

2.1.1 Monitoring Metrics and Performance Thresholds

Monitoring metrics and performance thresholds for the replenishment of recycled water will be:

2.1.1.1 Metric 1: Volume of advanced treated recycled water produced

Performance Threshold: IEUA will annually produce 15 TAF of advanced treated recycled water of a quality that can be replenished to the Chino Groundwater Basin.

2.1.1.2 Metric 2: Volume of advanced treated recycled water replenished to the Chino Groundwater Basin

Performance Threshold: IEUA will replenish the Chino Groundwater Basin with 15 TAF of advanced treated water annually and track deliveries of the water to provide Public Emergency Response Benefits.

2.1.2 Monitoring Methodology

The volume of water treated will be metered continuously at the effluent discharge point of the advanced water purification facility (AWPF). The volume of water replenished will be metered continuously at the replenishment facilities used by the Chino Basin Program.

Location: Effluent discharge point of the water treatment plant. Influent point of replenishment wells, or metered discharge to basins or other recharge facilities.

Timing and frequency: The volume of water treated and replenished will be metered continuously at each facility and reported as monthly totals. The volume of stored water removed will be metered at each identified groundwater extraction well and reported as an annual total.

2.1.3 Reporting Components

Consistent with, and in addition to, items identified in the CAPB Section 4.3 and Section 1.6 of this Adaptive Management Plan, the Program will provide the following information pertaining to Program Implementation Activities:

Annual Report: IEUA will report the total volume of water treated and replenished to the Chino Groundwater Basin by month and year.

Review Report: IEUA will report the total volume of water treated and replenished to the Chino Groundwater Basin during the preceding five years.

2.1.4 Adaptive Management Triggers

Trigger for Adaptive Management: For Metric 1, the trigger for Adaptive Management will be if IEUA produces less than 75 TAF of purified recycled water of a quality that can be replenished to the Chino Groundwater Basin over the 5-year evaluation period. For Metric 2, the trigger for Adaptive Management will be if IEUA replenishes the Chino Groundwater Basin with less than 75 TAF of purified water over the 5-year evaluation period.

2.1.5 Management Actions

If an Adaptive Management Trigger occurs, decision-making shall follow the Decision-Making Process described in Section 1.5. Adaptive Management Actions will be aimed at treating and replenishing sufficient water to meet the Performance Thresholds. These actions are the following:

- Maintenance and/or rehabilitation to the treatment, conveyance and replenishment facilities
- Use of additional replenishment facilities to meet annual 15 TAF Performance Threshold
- Extend the term of the CAPB beyond 25 years until 375 TAF have been treated and replenished to the Chino Groundwater Basin.

2.2 AGREEMENT BETWEEN IEUA AND METROPOLITAN

IEUA and Metropolitan have entered into an agreement, which was approved by both agencies' boards in October 2024, that governs the provision of up to 40 TAF of local groundwater either directly to Metropolitan, or by offsetting local demands for imported water (in-lieu). The local stored groundwater provides Public Emergency Response Benefits during or in the aftermath of a locally declared drought or non-drought emergency. The amount of water available for Public Emergency Response Benefit at any given time is dependent on the amount of Program water in storage, as the water will also be subject to use to support public ecosystem benefits.

2.2.1 Monitoring Metrics and Performance Thresholds

2.2.1.1 Metric 1: Maintain IEUA-MWDSC Agreement

Performance Threshold: The IEUA-Metropolitan Agreement will be maintained such that water in storage is available for delivery during a Drought Emergency Year or an Unplanned Infrastructure Outage.

2.2.2 Monitoring Methodology

The status of the IEUA-Metropolitan Agreement and actions thereunder will be monitored and reported consistent with Section 1.6 of the Adaptive Management Plan.

2.2.3 Reporting Components

Consistent with, and in addition to, items identified in the CAPB Section 4.3 and Section 1.6 of this document, IEUA will provide the following information pertaining to specific Benefit Implementation Activities:

IEUA will report to DWR anytime a modification to the current IEUA-Metropolitan Agreement is considered or adopted, particularly if potential changes may affect the availability of Public Emergency Response Benefit.

Annual Report: IEUA will report any modifications to the IEUA-Metropolitan Agreement during the preceding year and describe any changes to the exchange process that may affect the volume or frequency of water that can be provided for Public Emergency Response Benefits.

Review Report: IEUA will report any modifications to the IEUA-Metropolitan Agreement during the preceding 5-years and describe whether any changes to the agreement affected the volume or frequency of water that could be provided for Public Emergency Response Benefits.

2.2.4 Adaptive Management Triggers

Trigger for Adaptive Management: A trigger will occur if the IEUA-Metropolitan Agreement is terminated by any party or if it is modified in a manner that prevents exchanges occurring such that the Public Emergency Response Benefit does not meet the Performance Thresholds identified Section 2.2.1.1.

2.2.5 Management Actions

If an Adaptive Management Trigger occurs, decision-making shall follow the Decision-Making Process described in Section 1.5. Adaptive Management Actions will be aimed at maintaining or revising the IEUA-Metropolitan Agreement so it supports the Public Emergency Response Benefit and will include the following actions as appropriate:

- Negotiate modifications/amendments to the IEUA-MWDSC Agreement as needed and appropriate to continue to provide the public benefit.
- Implement the Dispute Resolution procedures in the IEUA-Metropolitan Agreement.

2.3 AGREEMENT BETWEEN IEUA AND LOCAL PARTNERS

IEUA will enter into agreements with Cucamonga Valley Water District (CVWD) and Fontana Water Company (FWC) for implementation of the Chino Basin Program. The two partner agencies will develop groundwater extraction capacity necessary to meet the performance requirements for providing the Public Emergency Response Benefit, and extract water when called by Metropolitan and/or IEUA.

2.3.1 Monitoring Metrics and Performance Thresholds

2.3.1.1 Metric 1: Maintain IEUA-Local Partner Agreements

Performance Threshold: The IEUA-Local Partner Agreements will be maintained such that water in storage is available for delivery during a Drought Emergency Year or an Unplanned Infrastructure Outage.

2.3.2 Monitoring Methodology

The status of the IEUA-Local Partner Agreements and actions thereunder will be monitored and reported consistent with Section 1.6 of the Adaptive Management Plan.

2.3.3 Reporting Components

Consistent with, and in addition to, items identified in the CAPB Section 4.3 and Section 1.6 of this document, IEUA will provide the following information pertaining to specific Benefit Implementation Activities:

IEUA will report to DWR anytime a modification to the current IEUA-Local Partner Agreements is considered or adopted, particularly if potential changes may affect the availability of Public Emergency Response Benefit.

Annual Report: IEUA will report any modifications to the IEUA-Local Partner Agreements during the preceding year and describe any changes that may affect the volume or frequency of water that can be provided for Public Emergency Response Benefits.

Review Report: IEUA will report any modifications to the IEUA-Local Partner Agreements during the

preceding 5-years and describe whether any changes to the agreements affected the volume or frequency of water that could be provided for Public Emergency Response Benefits.

2.3.4 Adaptive Management Triggers

Trigger for Adaptive Management: A trigger will occur if the IEUA-Local Partner Agreements are terminated by any party or if it is modified in a manner that prevents exchanges occurring such that the Public Emergency Response Benefit does not meet the performance thresholds identified Section 2.2.1.1.1.

2.3.5 Management Actions

If an Adaptive Management Trigger occurs, decision-making shall follow the Decision-Making Process described in Section 1.5. Adaptive management actions will be aimed at maintaining or revising the IEUA-Local Partner Agreements so it supports the Public Emergency Response Benefit and will include the following actions as appropriate:

- Negotiate modifications/amendments to the IEUA-Local Partner Agreements as needed and appropriate to continue to provide the Public Emergency Response Benefit.

SECTION 3 ADAPTIVE MANAGEMENT OF BENEFIT IMPLEMENTATION ACTIONS

3.1 EXTRACTION AND DELIVERY OF STORED WATER FOR EMERGENCY RESPONSE

During a Drought Emergency Year or Unplanned Infrastructure Outage in the Chino Basin or the broader Metropolitan service area, IEUA may extract and deliver groundwater stored through the Chino Basin Program to reduce the impact of shortages. As much as 30 TAF may be pumped annually to be used with the Chino Basin to replace reduced imported water supply, and as much as 10 TAF may be extracted and delivered to Metropolitan to address shortages in its service area. The amount of water currently in storage, as well as the occurrence, nature and duration of the emergency will dictate the amount of water delivered to achieve the Public Emergency Response Benefit, up to a maximum of 50 TAF over the duration of the Contract.

3.1.1 Monitoring Metrics and Performance Thresholds

3.1.1.1 Metric 1: Amount of water available for emergency response

Performance Threshold: IEUA will treat and replenish 15 TAF annually into the Chino Basin as defined in Section 2.1.1. The volume in storage will increase annually until all or a portion of the stored water is used to provide Public Emergency Response Benefits. When storage is sufficient, up to 50 TAF will be available to meet Public Emergency Response Benefits, with no more than 40 TAF delivered on an annual basis (3,333 AF per month).

3.1.1.2 Metric 2: Amount of water extracted and delivered within the Chino Basin in response to the emergency

Performance Threshold: Extraction facilities within the Chino Basin will be available for delivery of up to 30 TAF annually of stored water to IEUA's Chino Basin partners to replace reduced or interrupted SWP imported supplies during or in the aftermath of a Drought Emergency Year or an Unplanned Infrastructure Outage.

3.1.1.3 Metric 3: Amount of water extracted and delivered to Metropolitan in response to the emergency

Performance Threshold: Facilities to extract stored water and pump it into Metropolitan's transmission pipeline will be available for delivery of up to 10 TAF annually to replace reduced or interrupted SWP imported supplies during or in the aftermath of a Drought Emergency Year or an Unplanned Infrastructure Outage.

3.1.2 Monitoring Methodology

The volume of water extracted and delivered will be metered continuously at each groundwater extraction well used for delivery of Public Emergency Response Benefits. The volume of water pumped into Metropolitan will be metered continuously at the influent point to the Metropolitan pipeline.

Location: Discharge point of each extraction well. Influent point of Metropolitan transmission pipeline.

Timing and frequency: The volume of water extracted and delivered will be metered continuously at each facility and reported as monthly totals. The total volume of stored water removed will be reported as an annual total.

3.1.3 Reporting Components

Consistent with, and in addition to, items identified in the CAPB Section 4.3 and Section 1.6 of this Adaptive Management Plan, the Program will provide the following information pertaining to Program Implementation Activities:

Annual Report: IEUA will report the total volume of water treated and replenished to the Chino Groundwater Basin by month and year, the total volume removed to provide Public Emergency Response Benefits, and the balance in storage.

Review Report: IEUA will report the total volume of water treated and replenished to the Chino Groundwater Basin during the preceding five years the total volume removed to provide Public Emergency Response Benefits, and the balance in storage. Consistent with, and in addition to, items identified in the CAPB Section 4.3 and Section 1.6 of this document, IEUA will provide the following information pertaining to specific Benefit Implementation Activities:

3.1.4 Adaptive Management Triggers

Trigger for Adaptive Management: For Metric 1, the trigger for Adaptive Management will be if IEUA produces and replenishes less than 75 TAF of purified recycled water of a quality that can be replenished to the Chino Groundwater Basin over the 5-year evaluation period.

For Metric 2, the trigger for adaptive management will be if IEUA is unable to produce and deliver 30 TAF over the course of a year when needed during a Drought Emergency Year or Unplanned Infrastructure Outage.

For Metric 3, the trigger for adaptive management will be if IEUA is unable to produce and deliver 10 TAF to Metropolitan over the course of a year when needed during a Drought Emergency Year or an Unplanned Infrastructure Outage.

3.1.5 Management Actions

If an Adaptive Management Trigger occurs, decision-making shall follow the Decision-Making Process described in Section 1.5. Adaptive Management Actions will be aimed at treating and replenishing sufficient water to meet the Performance Thresholds. These actions are the following:

- Maintenance and/or rehabilitation to the treatment, conveyance and replenishment facilities
- Maintenance and/or rehabilitation of groundwater extraction facilities