



**Date:** March 6, 2019

**To:** Water Resources and Watershed Committee  
Maria Gutzeit, Chair  
Tom Campbell  
Kathy Colley  
William Cooper  
Robert DiPrimio  
Jerry Gladbach

**From:** Steve Cole, Assistant General Manager *SC*

The **Water Resources and Watershed Committee** is scheduled to meet on **Wednesday, March 13, 2019 at 6:00 PM at Santa Clarita Water Division** located at 26521 Summit Circle, Santa Clarita, CA 91350 in the Training Room.

### MEETING AGENDA

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9.	Adjournment	

\* Indicates attachment

◆ To be distributed

### **NOTICES:**

Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning (661) 297-1600, or writing to Santa Clarita Valley Water Agency at 27234 Bouquet Canyon Road, Santa Clarita, CA 91350. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that Agency staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the Agency to provide the requested accommodation.

Pursuant to Government Code Section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection at the Santa Clarita Valley Water Agency, located at 27234 Bouquet Canyon Road, Santa Clarita, California 91350, during regular business hours. When practical, these public records will also be made available on the Agency's Internet Website, accessible at <http://www.yourscvwater.com>.

Posted on March 6, 2019.

MGS



## COMMITTEE MEMORANDUM

**DATE:** March 4, 2019  
**TO:** Water Resources and Watershed Committee  
**FROM:** Dirk Marks *DM*  
Director of Water Resources  
**SUBJECT:** Status of Sustainable Groundwater Management Act Implementation

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### SUMMARY

SCV Water staff is finalizing remaining steps with consultant onboarding and is preparing for the SCV-GSA's April 1, 2019 regular Board meeting. Staff also participated in a Prop 1 Groundwater Sustainability Grant kick off meeting with the Department of Water Resources (DWR).

### DISCUSSION

#### Consultant Onboarding

Following SCV Water's February 5, 2019 regular Board meeting, staff is completing final steps for consultant onboarding. The Grant Administration Consultant is on board. We anticipate completion of contract paperwork for the Stakeholder Communication and Engagement Consultant and the GSP Technical consultant the week of March 11, 2019.

#### Upcoming April 1, 2019 SCV GSA Board Meeting

The next SCV GSA regular Board Meeting is scheduled for April 1, 2019. Staff anticipates providing updates to the Board on key activities. Staff will seek Board direction and/or approval regarding Stakeholder Advisory Committee development, and administrative matters including an adoption of a Conflict of Interest Code (including a 45-day public comment period) and Agency Liability Insurance. On October 29, 2018, the SCV-GSA Board of Directors filed "Assuming Office" statements pursuant to the Political Reform Act within 30 days after formation of the Joint Powers Agreement.

#### Prop 1 Groundwater Sustainability Grant

DWR held a grant kickoff meeting with staff and the Grant Administration Consultant. Agency staff worked with DWR's Glendale office staff during the process of grant agreement execution. Staff was advised that the grant would be managed by a Grant Manager at the Glendale Office; however, our kick off meeting was held with Tanya Meeth of DWR's Sacramento office on February 14, 2019. Ms. Meeth will be DWR's Grant Manager moving forward and, given our multi-year very positive experience with Ms. Meeth on other grants, we see this as a very positive development. Ms. Meeth expressed similar appreciation to SCV Water as she appreciates its attention to detail and comprehensive reporting on previous grants.

RDV

*MGS*

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## COMMITTEE MEMORANDUM

**DATE:** March 13, 2019

**TO:** Water Resources and Watershed Committee

**FROM:** Dirk Marks *DM*  
Director of Water Resources

**SUBJECT:** Recommend Approval of a Resolution Authorizing the General Manager to Enter into Contracts Related to Development of Solar Power Generation on SCV Water's Devil's Den Property

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### SUMMARY

On April 23, 2015, the SCV Water's predecessor agency, Castaic Lake Water Agency, executed a site control agreement (Agreement) with SunPower Corporation (SunPower) for possible development of a large-scale solar power generation project on its Devil's Den property. On September 19, 2018, SunPower contacted SCV Water wishing to have their Site Control Agreement assigned to a new owner, Clearway Energy. A new Reimbursement and Indemnification Agreement, Memorandum of Understanding (MOU) and Site Control Agreement between SCV Water and Alamo Springs I, LLC were drafted to effectively assign the agreements. A draft resolution is attached that would permit the General Manager to execute the agreements, assigning them to Alamo Springs I, LLC, a wholly owned subsidiary of Clearway Energy, Inc. (Clearway), under the new terms and conditions of the agreements.

### DISCUSSION

Staff has researched the proposed new assignee and has found them to be an acceptable candidate to take over the agreements from SunPower due to the size and scope of their portfolio. Details about the company are as follows:

Clearway Energy, Inc. (Clearway) began operations as an independent enterprise on August 31, 2018. Clearway was formed with the completion of the sale of NRG Energy, Inc.'s renewables platform and NRG's controlling interest in NRG Yield, Inc. to Global Infrastructure Partners (GIP). Clearway Energy Group is one of the largest clean energy companies in the United States. Clearway is comprised of the workforce and capabilities from NRG's renewable energy development and operational platform and will continue to be affiliated with NRG Yield, Inc., which changed its name to Clearway Energy, Inc. effective August 31, 2018.

Including assets owned by its affiliate, GIP, Clearway's operating footprint of renewable energy projects includes 2.8 GW of wind, 1.1 GW of utility solar and over 300 MW of community solar and a 8.9 GW pipeline of renewable energy projects in development and provides operations, maintenance and asset management services to 4.1 GW of renewable operating assets.

Alamo Springs I, LLC was formed by Clearway as the single purpose entity for the Project and Clearway has assigned all of its rights in the agreements to Alamo.

The terms and conditions of both the Reimbursement and Indemnification Agreement (Attachment A) and Non-Binding MOU (Attachment B) between SCV Water and Alamo Springs I, LLC are identical to the agreements previously entered into with SunPower. The Site Control Agreement (Attachment C) has been modified and addressed as the Third Amendment. Items addressed are the assignment of the SunPower Site Control Agreement to Alamo Springs and Alamo Springs acknowledging that it has agreed to assume all obligations of SunPower pursuant to the Agreement. The terms have changed to give Alamo the right to extend the Term of the Agreement to December 31, 2019 for evaluation of the project; to June 30, 2020, subject to an interconnection agreement being executed prior to December 31, 2019; and a final extension to December 31, 2020 to receive final CEQA approval.

The Site Control Agreement contemplates Alamo Springs I, LLC and SCV Water entering into a lease option agreement for a portion of the Devil's Den site and at that time SCV Water would make determinations under CEQA.

### **FINANCIAL CONSIDERATIONS**

There are no costs to the Agency to enter into the above-mentioned Agreements.

### **RECOMMENDATION**

That the Water Resources and Watershed Committee recommends that the Board of Directors approve the attached resolution authorizing the General Manager to enter into contracts related to development of solar power generation on SCV Water's Devil's Den Property.

RGV

Attachments

*MBS*

# ATTACHMENT 1

## REIMBURSEMENT AND INDEMNIFICATION AGREEMENT

This Reimbursement and Indemnification Agreement (“Agreement”) is made as of \_\_\_\_\_, 2019, by and between Alamo Springs I, LLC, a Delaware limited liability company (“Applicant”), Clearway Energy Group, LLC, a Delaware limited liability company (“Clearway”) and Santa Clarita Valley Water Agency (“SCVWA”). Applicant, Clearway and SCVWA are sometimes individually referred to as a “Party” and jointly referred to as the “Parties.”

### RECITALS

This Agreement is made with respect to the following facts.

A. SCVWA is the owner of real property located within the County of Kings and the County of Kern, California. The Applicant is contemplating the development of approximately 800-acres of that real property (the “Property”) for solar generation and related transmission purposes (“Project”), and has proposed that SCVWA lease the Property to the Applicant for purposes of this proposed development. The Property is more particularly described in the exhibit attached hereto as Exhibit “A.”

B. SCVWA is the successor in interest to Castaic Lake Water Agency (“CLWA”) by operation of law effective January 1, 2018. CLWA entered into a Reimbursement and Indemnification Agreement dated December 19, 2016 (“Existing Agreement”), with SunPower Corporation, Systems, a Delaware corporation (“SunPower”) with respect to development of the Property and the Project. SunPower subsequently transferred and assigned its interest in the Project to Clearway and Clearway has transferred and assigned such interest in the Project to Applicant as the single purpose entity for the Project. Applicant desires to assume SunPower’s rights and obligations with respect to the Project.

C. Prior to considering whether to approve any lease of the Property, review of the whole of the proposed action must be undertaken consistent with the California Environmental Quality Act (“CEQA”) and other applicable laws.

D. To provide SCVWA with the information necessary for the completion of CEQA review and compliance with other laws, it is necessary for SCVWA to expend staff time and resources to the review and analyze the proposed development and any information that the Applicant may submit. Similarly, it is necessary for SCVWA to engage the services of its legal counsel and potentially other SCVWA representatives to assist in that processing and review.

E. As a condition to SCVWA’s completion of the CEQA process, the Applicant has agreed to reimburse SCVWA for all costs associated with SCVWA’s review process. Applicant’s reimbursement of SCVWA under this Agreement will ensure that SCVWA has the necessary resources to diligently and efficiently process the Applicant’s Project.

F. As a further condition to SCVWA's completion of the review process, the Applicant has agreed to indemnify and hold harmless SCVWA as set forth below.

G. As a condition to SCVWA's consent to Applicant's assumption of SunPower's rights and obligations with respect to the Project, Applicant has agreed to execute new Project agreements with SCVWA, including this Agreement, and to assume all obligations of SunPower under the Existing Agreement through and including the date of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the following mutual promises and agreements, SCVWA and the Applicant agree as follows:

1. Incorporation of Recitals; Assumption.

(a) The Parties agree that the Recitals constitute the factual basis upon which SCVWA and the Applicant have entered into this Agreement. The Parties each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though fully set forth at length.

(b) Applicant hereby assumes all of the obligations of SunPower under the Existing Agreement through the Effective Date of this Agreement. All obligations from and after the Effective Date for the duration of the Term will be governed by the terms of this Agreement.

2. Staff Time; Retention of Consultants. As a necessary and indispensable part of its evaluation of the Applicant's proposed development under CEQA and other laws, SCVWA will necessarily expend staff time and resources reviewing information, engaging in consultation, and reviewing environmental analyses. As a further necessary and indispensable part of its evaluation of the Applicant's proposed development under CEQA and other laws, SCVWA will retain the services of legal counsel and other consultants (the "Consultants") as may be necessary and convenient to assist with the completion of all required task.

3. Disclosure of Confidentiality. The Applicant agrees that, notwithstanding the Applicant's reimbursement obligations under this Agreement, Consultants shall be the contractors exclusively of SCVWA and not of the Applicant. Except for those disclosures required by law including, without limitation, the Public Records Act, all conversations, notes, memoranda, correspondence and other forms of communication by and between SCVWA and its Consultants shall be, to the extent permissible by law, privileged and confidential and not subject to disclosure to the Applicant. The Applicant agrees that it shall have no claim to, nor shall it assert any right in any reports, correspondence, plans, maps, drawings, news releases or any and all other document or work product produced by the Consultants in conjunction with their work on the Project.



4. Applicant to Cooperate. The Applicant agrees to cooperate in good faith with SCVWA and its Consultants. The Applicant further agrees that it will instruct its agents, employees, consultants, contractors and attorneys to reasonably cooperate with SCVWA and its Consultants and to provide all necessary documents or information reasonably requested by SCVWA and/or the Consultants; provided, however, that the foregoing shall not require the disclosure of any documents or information of the Applicant which by law is privileged, proprietary, confidential, or exempt from disclosure under the Public Records Act.

5. Applicant's Reimbursement of Costs and Expenditures. The Applicant shall reimburse SCVWA for one hundred percent (100%) of the actual costs and expenditures incurred by SCVWA, whether incurred by SCVWA staff directly or by the Consultants, up to an amount of \$75,000 (the "Estimated Costs"). Within ten (10) business days of the execution of this Agreement by the Parties, the Applicant shall submit an initial deposit in the amount of \$5,000, and shall submit supplemental deposits from time to time as requested by SCVWA up to the amount of the Estimated Costs. Clearway agrees that it will be jointly and severally liable for any payment to be made by Applicant pursuant to this Agreement. Any payment that is not made by Applicant within the time periods set forth herein will be paid by Clearway within ten (10) business days of notice of non-payment from SCVWA.

SCVWA shall not exceed the Estimated Costs without Applicant's prior written consent. Furthermore, SCVWA shall consult with the Applicant prior to incurring any expenses above and beyond the Estimated Costs. For purposes of this Section, SCVWA shall be deemed to have consulted with the Applicant when SCVWA has provided written notice to the Applicant that SCVWA reasonably anticipates that it will incur costs in excess of the Estimated Costs. If, after consultation, the Applicant disagrees with SCVWA's incurring of additional Costs, the Applicant's sole and exclusive remedy will be to terminate this Agreement, subject to the Applicant's obligation to reimburse SCVWA for all Estimated Costs incurred by SCVWA prior to the date of termination.

6. Indemnification and Hold Harmless. The Applicant and Clearway, jointly and severally, shall indemnify, protect, defend, and hold harmless SCVWA and its constituent public agency members, officers, employees, attorneys, and agents from any and all actual or alleged claims, actions, and proceedings against SCVWA to attack, set aside, void, annul, or seek monetary damages arising out of any challenge to the Applicant's proposed development of the Property or to any approvals of the Applicant's proposed development, including but not limited to actions challenging CEQA, leases, contracts, permits, variances, plot plans, design plans, and condition use permits. SCVWA shall promptly notify the Applicant of any and all claims, actions, and proceedings covered by this Agreement.

In the event of any such third party action or proceeding, SCVWA shall have the absolute right to retain such legal counsel as SCVWA deems necessary and appropriate. The Applicant and Clearway, jointly and severally, shall be responsible and reimburse

SCVWA for whatever legal fees and costs, in their entirety, including actual attorneys' fees, may be incurred by SCVWA in defense of such action or proceeding. SCVWA shall cooperate with Applicant and Clearway in any such defense and shall not settle any such actual or alleged claims, actions, and proceedings without the prior written notice to the Applicant. This indemnification shall also include, but not be limited to, damages, fees and/or costs awarded against SCVWA, if any, and cost of suit, attorneys' fees and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by Applicant, SCVWA, and/or any parties bringing such forth.

7. Compliance with the California Environmental Quality Act ("CEQA"). The Parties acknowledge that an environmental assessment of any proposed development on the Property pursuant to CEQA must be completed in advance of entering into any potential lease of the Property or issuing any other entitlement or approval for development of the Property. The Parties understand and agree that nothing in this Agreement constitutes an approval or a commitment by SCVWA to enter into a lease for the Property or to issue any other approval for potential development of the Property.

8. Term. The term of this Agreement (the "Term") shall commence on the date first written above (the "Effective Date") and shall terminate when the Applicant and SCVWA have satisfied all of their respective obligations under this Agreement including, without limitation, the Applicant's obligation to reimburse SCVWA for Estimated Costs under Section 5 and the Applicant's obligation to indemnify and hold harmless SCVWA under Section 6.

9. Early Termination. SCVWA may terminate this Agreement at any time prior to the Term set forth above, without cost or liability to SCVWA, by providing written notice of such termination to the Applicant. The Applicant may likewise terminate this Agreement at any time prior to the end of the Term by providing written notice of such termination to SCVWA; provided, however, that (i) the Applicant has satisfied all of its obligations under this Agreement to date of termination regarding reimbursement to SCVWA of Estimated Costs under Section 5, (ii) the Applicant has satisfied all of its obligations under this Agreement to date of termination regarding indemnification and hold harmless under Section 6; and (iii) the Applicant has given SCVWA written notice of withdrawing its application for a lease of the Property.

Within two (2) business days following either SCVWA's decision to terminate this Agreement or SCVWA's receipt of written notice indicating the Applicant's decision to terminate this Agreement, SCVWA shall notify Consultants and instruct them to cease work. Consultants shall be instructed to bill SCVWA for any work completed prior to the date of termination.

10. Assignability. This Agreement may not be assigned by either Party without the prior and express written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment of this Agreement not in compliance with the terms of this Agreement shall be null and void and shall confer no rights or benefits upon the assignee.

11. No Oral Modifications. This Agreement represents the entire understanding of the Parties and supersedes all other prior or contemporaneous written or oral agreements pertaining to the subject matter of this Agreement. This Agreement may be modified, only in writing signed by both the authorized representatives of both SCVWA and the Applicant.

12. Binding Upon Successors. This Agreement and each of its terms shall be binding upon SCVWA, the Applicant and their respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

13. Attorneys' Fees. In the event that any action or proceeding, including arbitration, is commenced by either SCVWA or the Applicant against the other to establish the validity of this Agreement or to enforce any one or more of its terms, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other legal and equitable remedies available to it, reasonable attorneys' fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs, arbitration costs and expert witness fees, including actual costs and attorneys' fees on appeal.

14. Jurisdiction, Venue, and Choice of Law. This Agreement is executed and is to be performed in the County, and any action or proceeding brought relative to this Agreement shall be governed by California law and heard in the appropriate court in the County. The Parties each consent to the personal jurisdiction of said court in any such action or proceeding.

15. Severability. If any term or provision of this Agreement is found to be invalid or unenforceable, SCVWA and the Applicant both agree that they would have executed this Agreement notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from the Agreement and the remainder of the Agreement may be enforced in its entirety.

16. Headings. The headings of each Section of this Agreement are for the purposes of convenience only and shall not be construed to either expand or limit the express terms and language of each Section.

17. Parties Bound. Each representative signing this Agreement hereby represents and warrants that it has the authority to bind, and that his/her execution of this Agreement does in fact bind, the Party on whose behalf he or she signs.

18. Notices. Notices require under this Agreement shall be delivered in person or sent via commercial overnight delivery to the following addresses:

Alamo Springs I, LLC

\_\_\_\_\_

Attn: \_\_\_\_\_

Clearway Energy Group, LLC

\_\_\_\_\_

Attn: \_\_\_\_\_

Santa Clarita Valley Water Agency

27234 Bouquet Canyon Road

Santa Clarita, California 91350

Attn: General Manager

Notices given pursuant to this Agreement shall be effective on receipt. The addresses for notices set forth in this Section may be changed upon written notice of such change to either SCVWA or the Applicant, as appropriate.

*Signature page follows*

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be signed by a duly authorized officer of the Party as of the date set forth in the introductory paragraph of this Agreement.

ALAMO SPRINGS I, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CLEARWAY ENERGY GROUP, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SANTA CLARITA VALLEY WATER  
AGENCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit "A"

Description of the Property

The Property is 16 miles southwest of the City of Avenal and approximately 20 miles northwest of the community of Lost Hills. The Property is approximately 11 miles west of Interstate-5, immediately east of State Route-33 and on either side of Devil's Den Road.

The Property is located in unincorporated Kings County, in the southern portion of the San Joaquin Valley within Sections 25 and 30, Township 24 South, Range 18 East, and Sections 30 and 31, Township 24 South, Range 19 East, Mount Diablo Base & Meridian California.

The Property is located within the following assessor's parcel numbers (Figure 1):

- 048330001000
- 048330015000
- 048330016000
- 048330017000
- 048330020000
- 050350015000
- 050350017000
- 050350020000
- 050350021000
- 050350023000
- 050350041000
- 050350043000

**NON-BINDING MEMORANDUM OF UNDERSTANDING BETWEEN  
ALAMO CORPORATION, SYSTEMS, AND SANTA CLARITA VALLEY WATER  
AGENCY REGARDING SOLAR ENERGY PROJECT DEVELOPMENT**

This Non-Binding Memorandum of Understanding (the "MOU") is entered into as of January 1, 2019, by and between Alamo Springs I, LLC, a Delaware limited liability company, having an address of \_\_\_\_\_ ("Alamo"), and Santa Clarita Valley Water Agency, having an address of 27234 Bouquet Canyon Road, Santa Clarita, California 91350 ("SCVWA"). Alamo and SCVWA are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

**RECITALS**

A. SCVWA is the successor in interest to Castic Lake Water Agency ("CLWA") pursuant to operation of law as of January 1, 2018.

B. Clearway Energy Group, LLC, a Delaware limited liability company ("Clearway"), is the successor in interest to SunPower Corporation, Systems ("SunPower") with respect to that certain solar energy project which is described in that certain Site Control Agreement between SunPower and CLWA dated effective April 23, 2015, as amended by that certain First Amendment to Site Control Agreement dated November 12, 2015 and that certain Second Amendment to Site Control Agreement dated \_\_\_\_\_, copies of which are attached hereto as Exhibit "A" (the "Site Control Agreement");

B. The Site Control Agreement affords Alamo with site control and exclusivity rights that are necessary for environmental diligence and the CAISO interconnection process relative to the proposed development of a solar energy facility and associated infrastructure on certain SCVWA lands, which are described on Exhibit "B" (the "Lands"), together with certain offsite infrastructure including a generation intertie transmission line (the "Project");

C. Alamo was formed by Clearway as the single purpose entity for the Project and Clearway has assigned all of its rights in the Site Control Agreement to Alamo;

D. The Parties now intend to begin negotiating a ground lease agreement covering the Lands and governing the construction, installation, operation, and maintenance of a solar energy facility and associated infrastructure thereon (the "Ground Lease");

E. By entering into this MOU, the Parties do not intend to create a binding agreement or option with respect to the Lands or the Ground Lease or to create a partnership, joint venture, or any other business entity or relationship; and

F. This MOU formally acknowledges Alamo's application to SCVWA, as the successor to SunPower, for a lease of the Lands and presents the general parameters under which the Parties will negotiate a definitive Ground Lease.

## **GROUND LEASE PARAMETERS**

### **1. Leased Premises.**

The Parties intend that the Ground Lease will cover approximately eight hundred (800) acres of the Lands or such lesser area as may be required for construction, installation, operation, and maintenance of the Project on the Lands. The lease area can be modified prior to construction without further action by the SCVWA Board as long as it is a reduced portion of the initially approved lease area.

### **2. Lease Term.**

Depending upon the pace of development activities and receipt of required regulatory approvals, the Ground Lease is expected to commence with the start of construction on or after January 1, 2021, and include a twenty-five (25) year term with one (1) extension period of five (5) years at tenant's option. The annual rate of escalation during the initial 25 year term will be at an annual rate of 1.5%. The annual rate of escalation during the extension period will be at a rate of 2.5%.

### **3. Lease Rent.**

Alamo has proposed \$600 per acre—or approximately \$480,000 for the first year of a Ground Lease covering 800 acres—with an annual escalator of 1.5%, as fair and equitable consideration for a project of this nature. SCVWA is willing to enter into discussions regarding the Ground Lease based on such proposal, however, the actual consideration will be subject to negotiation and final approval by SCVWA. Factors influencing the final agreed upon lease rate that Alamo is willing to pay may include the total acreage under the Ground Lease, the cost of obtaining transmission line access to the Arco substation with adjacently situated property owners, the cost of securing mitigation lands for impacts to farmland or endangered species and the cost of clearing minerals and other title exceptions encumbering the Lands, among other relevant considerations. For the purposes of determining compensation, rent will be paid on the gross acreage under the control of Alamo for the purposes of the project.

### **4. Compliance with the California Environmental Quality Act ("CEQA").**

The Parties acknowledge that an Environmental Impact Report ("EIR") assessing the Project pursuant to CEQA must be completed in advance of the SCVWA Board making a final determination to enter into the Ground Lease. If SCVWA assumes the lead agency role relative to the CEQA approval process, then Alamo agrees to facilitate SCVWA's preparation of a Draft EIR for the Project and to cooperate with SCVWA's completion of the CEQA process prior to entering into the Ground Lease. Further in this regard, Alamo agrees (i) to engage a CEQA consultant to prepare a proposed Draft EIR for SCVWA's possible use, as authorized by CEQA Guideline § 15084(d)(3), and drafts of such other materials for the SCVWA's CEQA process as SCVWA may request ("CEQA Materials"); (ii) to pay the costs associated with the preparation of the CEQA Materials. SCVWA will subject the Draft EIR prepared by the consultant and the other CEQA Materials to its own review and analysis, and will exercise its independent judgment with respect to the adequacy and sufficiency of the CEQA Materials' compliance with



the requirements of CEQA. Alamo will further indemnify and cooperate in the defense of SCVWA from any claim or lawsuit which is filed challenging any CEQA approval. Notwithstanding the foregoing, in the event of a challenge to any CEQA approval, Alamo and SCVWA will meet and confer to discuss the feasibility of defending such challenge and moving forward with the Project. If the Parties cannot agree on a strategy to move forward, then either Party may terminate this Agreement and Alamo may withdraw the project. However, the obligation by Alamo to indemnify and cooperate in the defense of SCVWA shall survive any termination of this Agreement or rescission of any approvals.

Alamo and SCVWA will enter into certain Reimbursement and Indemnification Agreement of even date herewith setting forth certain terms related to the CEQA process.

**5. Necessity to Obtain County Conditional Use Permit(s).**

SCVWA acknowledges that Alamo must obtain a Conditional Use Permit ("CUP") from Kern County and/or Kings County (depending on the Project location) in order to develop the Project. SCVWA further acknowledges that development of the Project may require additional land use approvals from regulatory agencies and/or public bodies having jurisdiction over the Lands. In this regard, SCVWA expressly grants Alamo with permission to submit any of the Lands to the appropriate authority to apply for a CUP or other required land use or environmental approval, provided, however, that no such approval will become final until such time as there is a final executed Ground Lease between SCVWA and Alamo and in no event will Alamo have the authority to commit SCVWA to any binding obligations with respect to the Lands. All applications will be submitted for SCVWA's review and approval in advance of Alamo's submission of the same. Any costs incurred by SCVWA to review and process such permit documentation will be reimbursed pursuant to the SCVWA's standard reimbursement and indemnification documentation.

**6. Management and Maintenance of Leased Premises.**

a. Prior to execution of the Ground Lease, SCVWA will continue to actively disk or otherwise till existing disturbed agricultural lands as described in Attachment A, until the mutually agreed upon transfer of management to Alamo.

b. After entering into a Ground Lease, Alamo agrees that it will accept sole responsibility for maintenance of the Leased Premises, including but not limited to payment of any property taxes associated with the Project.

c. Management of the Leased Premises during construction, operation and decommissioning by Alamo will be as described in Attachment A, and as required by any governmental entitlements for the Project.

d. After termination of the lease and the completion of any decommissioning obligations, the sole responsibility for the ongoing use and management of the Leased Premises will revert to SCVWA as permissible under applicable law.

**7. Indemnification**

Alamo agrees to indemnify, defend and hold SCVWA, its elected officials, officers, directors, employees, agents, consultants, affiliates and related persons and entities, harmless from and against any and all claims, expenses, damages, losses, liability or costs (including reasonable attorneys' fees and costs of defense) arising from Alamo's activities pursuant to this Agreement, provided, however, that Alamo's obligation does not extend to claims, expenses, damages, liabilities or costs caused exclusively by the intentional or grossly negligent acts of SCVWA.

**8. Final Ground Lease Terms Subject to SCVWA Board Approval.**

This MOU represents an indication of interest and preliminary terms for the commencement of negotiations regarding a definitive Ground Lease and are non-binding on the Parties. Except for the obligations of the Parties under the Site Control Agreement, neither Party will have any obligations to the other with respect to entering into the Ground Lease or commencing work on the project. The final terms of the Ground Lease and the ultimate timing for its execution will be negotiated in the coming months between the Parties, and entirely subject to SCVWA Board review and approval.

**9. Execution in Counterparts.**

This MOU may be executed in counterparts and signatures delivered by electronic mail or facsimile shall have the same effect as an original signature.

*Signature Page Follows*

55396.00037/31808074. 25

IN WITNESS WHEREOF, each of the Parties has caused this MOU to be signed by a duly authorized officer of the Party as of the date set forth in the introductory paragraph of this Agreement.

ALAMO SPRINGS I, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SANTA CLARITA VALLEY WATER  
AGENCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## THIRD AMENDMENT TO SITE CONTROL AGREEMENT

This Third Amendment to Site Control Agreement ("Third Amendment") is made as of \_\_\_\_\_, 2019 ("Effective Date"), by and between Alamo Springs I, LLC, a Delaware limited liability company (the "Alamo") and Santa Clarita Valley Water Agency ("SCVWA"). Alamo and SCVWA are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

## RECITALS

A. SCVWA is the successor in interest to Castic Lake Water Agency ("CLWA") pursuant to operation of law as of January 1, 2018.

B. Clearway Energy Group, LLC, a Delaware limited liability company ("Clearway"), is the successor in interest to SunPower Corporation, Systems ("SunPower") with respect to that certain solar energy project which is described in that certain Site Control Agreement between SunPower and CLWA dated effective April 23, 2015, as amended by that certain First Amendment to Site Control Agreement dated November 12, 2015 and that certain Second Amendment to Site Control Agreement dated \_\_\_\_\_, copies of which are attached hereto as Exhibit "A" (the "Site Control Agreement"). The Site Control Agreement applies to that certain property owned by SCVWA as defined in the Second Amendment ("Property");

C. Alamo was formed by Clearway as the single purpose entity for the Project and Clearway has assigned all of its rights in the Site Control Agreement to Alamo;

D. Alamo and SCVWA desire to modify the Site Control Agreement to take into account the transfer and assignment of the Project to Alamo and to provide for further extensions of the term of the Site Control Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. Assignment and Assumption. SCVWA consents to the assignment of the Site Control Agreement to Alamo and Alamo acknowledges that it has agreed to assume all of the obligations of SunPower pursuant the Site Control Agreement.
2. Renewal Options: The Term, as previously extended, is currently due to expire on April 22, 2019. Section 9 of the Site Control Agreement is hereby revised to provide that Alamo shall have the right to further extend the Term as follows (subject to payment for each such extension in accordance with Section 2 below):
  - (a) from April 22, 2019 to December 31, 2019;
  - (b) from December 31, 2019 to June 30, 2020, subject to confirmation that an interconnection agreement for the Project has been executed on or before December 31, 2019; and

(c) from June 30, 2020 to December 31, 2020.

It is anticipated that no later than December 31, 2020, Alamo will have received final approval for the Project with respect to the CEQA process and that Alamo and SCVWA will have executed an option to lease with the final form of lease attached.

3. Consideration: If Alamo exercises any of its extension rights as provided in Section 2 above, Alamo shall pay to SCVWA the sum of Eight Thousand Dollars (\$8,000.00) per extension within ten (10) days of the applicable renewal notice described in Section 9 of the Site Control Agreement.
4. Notice. All notices given pursuant to the Site Control Agreement, including the notice of renewal pursuant to Section 9, shall be delivered in person or sent via commercial overnight delivery to the following addresses:

Alamo Energy

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Santa Clarita Valley Water Agency

27234 Bouquet Canyon Road

Santa Clarita, California 91350

Attn: General Manager

Notices given pursuant to this Agreement shall be effective on receipt. The addresses for notices set forth in this Section may be changed upon written notice of such change to other Party.

5. Nature of Amendment. Except as expressly set forth in this Third Amendment, the terms of the Site Control Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have entered into this Third Amendment as of the Effective Date.

ALAMO ENERGY GROUP, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SANTA CLARITA VALLEY WATER  
AGENCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A  
SITE CONTROL AGREEMENT



**RESOLUTION NO.**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SANTA CLARITA VALLEY WATER AGENCY AUTHORIZING  
THE GENERAL MANAGER TO ENTER INTO CONTRACTS RELATED  
TO DEVELOPMENT OF SOLAR POWER GENERATION ON SCV WATER'S  
DEVIL'S DEN PROPERTY**

**WHEREAS**, the Board of Directors has determined that its Devil's Den property may potentially be an appropriate site for solar power generation; and

**WHEREAS**, on April 22, 2015, SunPower Corporation entered into a Site Control Agreement with SCV Water; and

**WHEREAS**, on December 19, 2016, SunPower Corporation entered into a Reimbursement and Indemnification Agreement with SCV Water; and

**WHEREAS**, on December 19, 2016, SunPower Corporation entered into a Non-Binding Memorandum of Understanding (MOU) with SCV Water; and

**WHEREAS**, SunPower requested the assignment to its Agreements with SCV Water to Clearway Energy, Inc. in August 2018; and

**WHEREAS**, Alamo Springs I, LLC was formed by Clearway Energy, Inc. as the single purpose entity for the solar generation project and Clearway has assigned all of its rights in the Agreements to Alamo Springs I, LLC; and

**WHEREAS**, a new Reimbursement and Indemnification Agreement has been prepared between SCV Water and Alamo Springs I, LLC under the same terms and conditions as the prior Agreement with SunPower; and

**WHEREAS**, a new non-binding MOU has been prepared between SCV Water and Alamo Springs I, LLC under the same terms and conditions as the prior Agreement with SunPower; and

**WHEREAS**, terms of the Site Control Agreement have been modified and addressed as the Third Amendment; and

**WHEREAS**, SCV Water consents to the assignment of the Site Control Agreement to Alamo Springs I, LLC and Alamo acknowledges that it has agreed to assume all of the obligations of SunPower; and

**WHEREAS**, terms of the Site Control Agreement have been modified to adjust the schedule and are addressed in a Third Amendment. The terms have changed to give Alamo the right to extend the Term of the Site Control Agreement to December 31, 2019 for evaluation of the project; to June 30, 2020, subject to an interconnection agreement being executed prior to December 31, 2019; and a final extension to December 31, 2020 to receive final CEQA approval.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Santa Clarita Valley Water Agency does hereby authorize the General Manager to enter into contracts related to development of solar power generation on SCV Water's Devil's Den Property.

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## COMMITTEE MEMORANDUM

**DATE:** March 6, 2019

**TO:** Water Resources and Watershed Committee

**FROM:** Dirk Marks *DM*  
Director of Water Resources

**SUBJECT:** Recommend Approval of a Resolution Authorizing the General Manager to Enter Into Consultant(s) Contracts to Investigate the Feasibility of Groundwater Recharge Activities

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### SUMMARY

SCV Water staff seeks to contract with GSI Water Solutions (GSI) to investigate the feasibility of groundwater recharge activities at designated sites on the eastern portion of the Santa Clara River and near Castaic Creek. The aim is to collect site-specific data to improve upon the Agency's understanding of the existing groundwater basin and further its investigation of potential recharge facilities.

### DISCUSSION

Consistent with SCV Water's practice of continuing to develop options to supplement our diversified water supply portfolio, staff seeks to conduct pilot feasibility investigations for recharging groundwater in the eastern end of the Santa Clara River and along Castaic Creek. Sites are shown on Attachment A. These investigations will build upon work completed by Trussell Technologies in the *2017 Upper Santa Clara River Watershed Recharge Feasibility Study* and Geosyntec's *2016 Castaic Conceptual Feasibility Study for Infiltration of Recycled Water*.

Specifically, the purpose of the studies is to explore the feasibility of full scale groundwater recharge project implementation at each of the locations. The sites were chosen for their ability to maximize the potential beneficial impacts to the downstream wells. The studies would help determine if surface spreading or retention basins are feasible options for recharging groundwater. Raising alluvial groundwater levels at these locations would enhance the operation of wells that are subject to reduced production during times of drought, thereby diversifying the agency's water portfolio and increasing its resiliency during emergencies.

In addition to the Agency's efforts, both the City of Santa Clarita and the County of Los Angeles are constructing facilities that capture and infiltrate storm water and urban runoff in order to comply with storm water permits that aim to minimize water quality impacts to the Santa Clara River. The City is on track to meet their compliance requirements by 2022 and are conducting site investigations at four sites. They will also be breaking ground in the next few weeks at a fifth location in the Canyon Country area. In order to maximize Agency resources and take advantage of possible collaborative opportunities, staff recommends beginning feasibility study investigations as soon as possible to align with the City and County's compliance schedules.

The following items summarize the work that will be completed by the task descriptions depicted in the table below.

**Task 1: Pre-Investigation** – Environmental assessment, geologic information review and site access negotiations.

**Task 2: Site Investigation** – Land survey, geophysical survey, soil characterization, infiltration testing, soil boring, 3 monitoring wells, aquifer testing, ongoing water level monitoring, measured depth to groundwater, depth to bedrock, and thickness of the alluvial aquifer beneath the recharge area.

**Task 3: Data Analysis** – The information gathered from Tasks 1 & 2 will be used to calculate the infiltration rates, conduct a mounding assessment, calculate the groundwater gradient, and evaluate groundwater velocity. This data can then be used to calibrate the Agency’s existing groundwater model to account for site specific characteristics that will yield results with increased reliability.

**Task 4: Report** – Improved aquifer parameter estimates, hydraulic conductivity, estimated mound height for various operational scenarios, estimated infiltration rates for different sizes of recharge basins, estimated travel time of recycled water to nearest production well and compliance with permitting requirements, estimated diluent volumes, location of contaminant sources within 1 mile of the recharge area and likelihood of potential impacts to water quality, opinion regarding the feasibility of a full scale project, opinion regarding operational scenarios and next steps.

The critical component of successfully completing this work requires an understanding of the groundwater basin and the local watershed. Modeling tools are necessary to conduct these analyses and GSI is uniquely qualified in these areas due to their previous experiences in working on both the Reconnaissance Study and the Trussell report. This experience will allow GSI to efficiently conduct site investigations for each location.

	Description	Totals
<b>Santa Clara River Recharge Sites</b>	Task 1 - Pre-investigation	\$ 8,380
	Task 2 - Site Investigation	\$ 76,783
	Task 3 - Data Analysis	\$ 27,640
	Task 4 - Report	\$ 14,346
	Project Total	\$ 127,149
<b>Castaic School Site</b>	Task 1 - Pre-investigation	\$ 7,260
	Task 2 - Site Investigation	\$ 70,144
	Task 3 - Data Analysis	\$ 26,965
	Task 4 - Report	\$ 15,036
	Project Total	\$ 119,405
<b>Combined Totals</b>		<b>\$ 246,554</b>

The total cost of implementing the pilot studies would be approximately \$347,000. This total includes the estimated budget provided by GSI in the Scope of Work, as well as \$100,000 for environmental/biological assessments of each location and processing necessary permits. The work is anticipated to span FY 2018/19 and FY 2019/20.

## **CEQA COMPLIANCE**

The proposed actions are exempt under the provisions of CEQA and the State CEQA Guidelines, since it involves a conceptual plan associated with feasibility and planning studies for possible future actions, as well as basic data collection and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These activities may be strictly for information gathering purposes, or as part of a study leading to actions which a public agency has not yet approved, adopted, or funded. Impacts at both locations will be temporary and will be conducted consistent with any necessary permitting requirements from the California Department of Fish and Wildlife. Accordingly, the CEQA determination is that the proposed action qualifies under both the Feasibility and Planning Studies exemption and a categorical exemption (Section 15262 and Class 6, Section 15306 of the State CEQA Guidelines).

## **FINANCIAL CONSIDERATIONS**

Sufficient funds were included in the FY 2018/19 operating budget to conduct the proposed work through the current fiscal year. Completion of remaining tasks will occur in FY 2019/20 and will be reflected in the draft operating budget.

## **RECOMMENDATIONS**

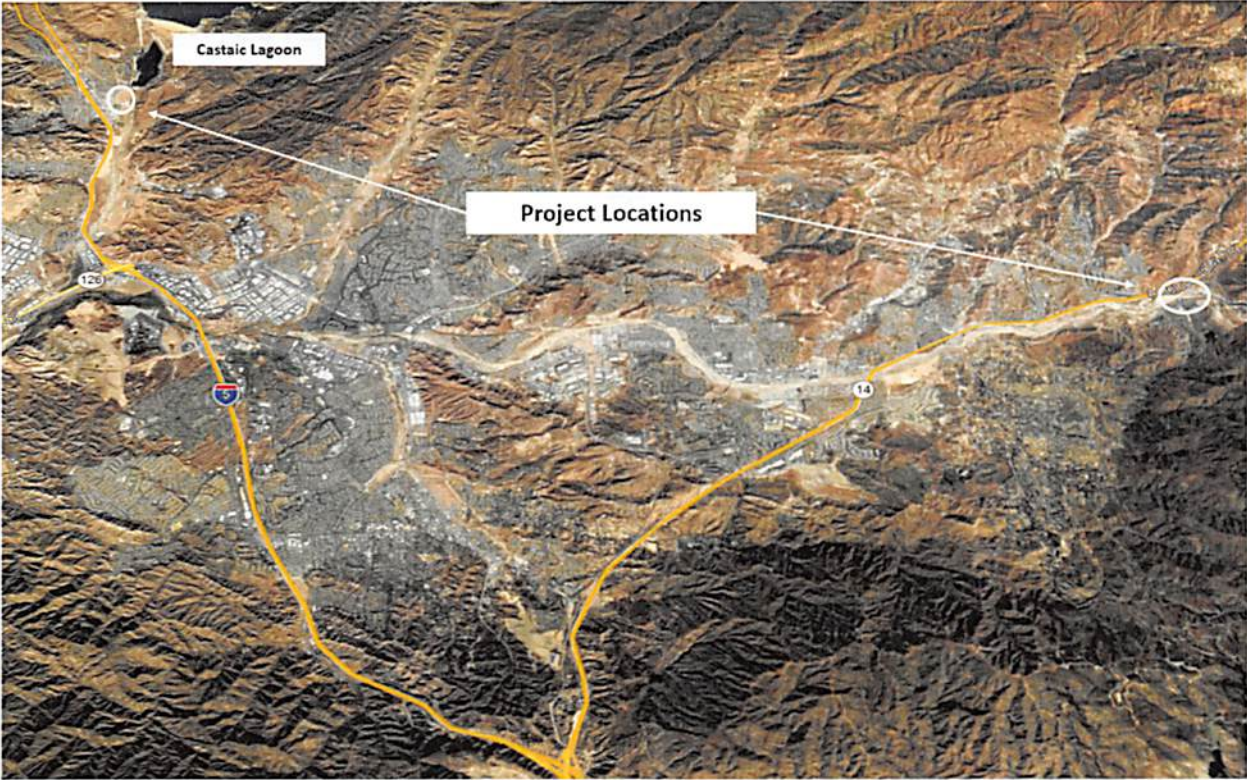
That the Water Resources and Watershed Committee recommends that the Board of Directors adopt the attached resolution authorizing the General Manager to enter into consultant(s) contracts to investigate the feasibility of groundwater recharge activities.

EV

Attachments

*MGS*

ATTACHMENT A



RESOLUTION NO. \_\_\_\_

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER AGENCY AUTHORIZING THE GENERAL MANAGER TO ENTER INTO CONSULTANT(S) CONTRACTS TO INVESTIGATE THE FEASIBILITY OF GROUNDWATER RECHARGE ACTIVITIES**

**WHEREAS**, the Board of Director's for the successor Castaic Lake Water Agency previously authorized the General Manager to execute a reconnaissance level study to explore how integrated local water resource operations could be incorporated into the Santa Clarita Valley's water supply portfolio; and

**WHEREAS**, the successor agency Newhall County Water District utilized the recommendations of the Reconnaissance Study to commission Trussell Technologies and GSI Water Solutions to complete the *Upper Santa Clara River Watershed Recharge Feasibility Study* in 2017, which identified potential designated recharge locations on the eastern end of the Santa Clarita Valley near the Canyon Country service area; and

**WHEREAS**, the Board of Directors finds that site specific data is required to determine the feasibility of future groundwater recharge activities for the locations identified in the above study; and

**WHEREAS**, the successor agency Newhall County Water District, in conjunction with JMP Development and Woodridge Capital, previously commissioned Geosyntec Consultants to complete the *Castaic Conceptual Feasibility Study for Infiltration of Recycled Water*, for the District's property known as the "Castaic School Site" located southwest of the Castaic Lagoon; and

**WHEREAS**, SCV Water's practice of continuing to develop options to supplement our diversified water supply portfolio is in alignment with feasibility investigations for groundwater recharge activities at both the Castaic School Site and east end locations; and

**WHEREAS**, the consulting firm GSI Water Solutions is uniquely qualified to conduct feasibility study investigations due to their previous experiences assisting the Agency's consultants to complete the Reconnaissance Study in 2015, the Trussell Study in 2017 as well as their recent work developing the Agency's current numeric groundwater basin model; and

**WHEREAS**, the CEQA determination is that the proposed action qualifies under both the feasibility and planning studies exemption and a categorical exemption (Section 15262 and Class 6, Section 15306 of the State CEQA Guidelines).

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Santa Clarita Valley Water Agency does authorize the General Manager to enter into consultant(s) contracts with GSI Water Solutions in an amount not to exceed \$246,554 to investigate the feasibility of groundwater recharge activities.

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## COMMITTEE MEMORANDUM

**DATE:** March 6, 2019

**TO:** Water Resources and Watershed Committee

**FROM:** Dirk Marks *DM*  
Director of Water Resources

**SUBJECT:** Recommend Authorizing the General Manager to Enter Into an Agreement with United Water Conservation District to Coordinate Deliveries of State Water Project Water Supplies

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### SUMMARY

SCV Water staff seeks authorization to enter into an agreement to coordinate deliveries of State Water Project (SWP) water supplies between United Water Conservation District (UWCD) and SCV Water for purposes of recharging water into the Upper Santa Clara River Groundwater Basin and the Piru Groundwater Basin (Agreement). This Agreement is consistent with the October 10, 2018 Memorandum of Understanding (MOU) entered into by UWCD and SCV Water to facilitate cooperation between the agencies. The Agreement would provide coordinated ordering of SWP Article 21 water and other SWP supplies in such a manner that the beneficiary pays associated SWP costs.

### DISCUSSION

Ventura County Watershed Protection District ("Ventura County") has contracted with the State of California's Department of Water Resources ("DWR") for a SWP water supply and holds a Table A amount of 20,000 acre-feet per year and UWCD is allocated 5,000 acre-feet of Ventura County's Table A amount. SCV Water has contracted with DWR for a SWP water supply and holds a Table A amount of 95,200 acre-feet per year. The agencies' service areas overlay adjacent groundwater basins; UWCD overlies the Piru Basin and SCV Water the Upper Santa Clara River Basin. Additionally, UWCD and Newhall County Water District, a predecessor agency to SCV Water, along with DWR and others, are parties to agreements regarding the release of native flood waters from Castaic Reservoir in to Castaic Creek. These agreements provide for equitable distribution on native water and UWCD administers these agreements.

Building on these cooperative agreements and the October 10, 2018 MOU between UWCD and SCV Water, staff recommends entering into a two-year pilot program agreement with UWCD to coordinate deliveries of SWP Article 21 and other SWP supplies into Castaic Creek for the purposes of enhancing natural recharge into the Upper Santa Clara River Basin and the Piru Basin. The objective would be to deliver up to 10,000 AF of water annually. If the water is available at sufficient flow rates, it is anticipated that UWCD and SCV Water will place water orders with the DWR for SWP supplies such that approximately 75% would pass into the UWCD's basins and 25% would remain within SWC Water's basin. The Agreement provides for specific measuring/monitoring procedures to calculate losses and confirm benefits. Each party would be responsible for paying DWR its share of water released down Castaic Creek.

## **CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE**

The coordination of water deliveries contemplated by the Agreement is exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 because it will involve no change in the type of use or expansion of use of either UWCD's or SCVWA's existing infrastructure facilities. Rather, the coordinated water deliveries will involve the exercising of UWCD and SCV Water's existing contractual rights to water provided by the SWP.

## **RECOMMENDATIONS**

That the Water Resources and Watershed Committee recommends that the Board of Directors authorize the General Manager to enter into an agreement with United Water Conservation District to coordinate deliveries of State Water Project water supplies.

DSM

*MBS*



## COMMITTEE MEMORANDUM

**DATE:** March 4, 2019  
**TO:** Water Resources and Watershed Committee  
**FROM:** Matt Dickens *MJD*  
Resource Conservation Manager  
**SUBJECT:** Update on Conservation Activities

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### SUMMARY AND DISCUSSION

#### Status of Regional Programs

Residential – No updates currently.

Commercial/Industrial/Institutional – No updates currently.

Landscape – Staff met with marketing consultants from the Wolcott Company to discuss outreach and engagement efforts for landscape programs. The project, currently in design phase, will include a phone survey to property managers, landscape contractors, and HOA board members to discuss conservation activity outlook and gauge interest. Phone surveys will begin in March 2019 and supplemental programs and engagement efforts will follow in April/May 2019.

#### Status of Retail Programs

Newhall – No updates currently.

Santa Clarita – Multi-Family Water Score Project – As part of the ongoing Multi-Family Water Score Project, the first apartment complex (256 dwelling units) survey was completed in February 2019. Staff met with representatives from the property for quality assurance purposes and to schedule the next sites. Two additional complexes (328 and 215 dwelling units) are scheduled for March 2019.

Courtesy High Consumption Letters (HCL) – Staff has successfully tested and is preparing to launch the HCL program for Santa Clarita residential customers in March 2019. The letters will be directed to customers with water use exceeding their previous month's use and use from the current month from the previous year. Customers are encouraged to contact SCV Water consultant WaterWise Consulting for a free residential check-up.

Valencia – WaterSMART Allocation Server Migration – In coordination with IT and Customer Care, staff is working to migrate the WaterSMART Allocation database to SQL 2016. While the existing database continues to operate as expected, the free Oracle version is no longer supported and therefore in need of an upgrade.

## **Status of Conservatory Garden & Pocket Park Pilot Program**

Conservatory Garden – No updates currently.

Pocket Park Pilot Program – Staff met with representatives from the City of Santa Clarita (City) to review and discuss the Pocket Park Pilot Project. City staff provided several potential sites for the pocket parks which will be included in a comparison analytics matrix and scored for priority purposes. Additionally, staff will review existing agreements to determine best course of action for facilitating and documenting the collaboration and partnership.

## **Status of Statewide Conservation Requirements**

Water Use Efficiency Targets – Conservation Framework Urban Water Use Objectives:

Landscape Area Measurements – Conservation and GIS provided Department of Water Resources (DWR) with service territory maps for Newhall, Santa Clarita, and Valencia Water Divisions. DWR will use the provided information to measure landscaped areas essential to calculating residential and dedicated irrigation water use needs for inclusion in the framework beginning in 2023. SCV Water will compare existing landscape areas measurements with those provided to determine relative accuracy and whether a variance is warranted.

Water Loss Targets – No updates currently.

Water Shortage/Drought Contingency Plan – No updates currently.

**Other Staff Activities** – No updates currently.

MD

MBS

**Santa Clarita Valley Water Agency  
Water Resources & Watershed Committee and Board Calendar**

**FY 2018/19**

	Item	Jul 11 Comm	Jul 17 Board	Aug 7 Board	Aug 8 Comm	Sep 4 Board	Sep 12 Comm	Oct 2 Board	Oct 10 Comm	Nov 6 Board	Nov 14 Comm	Nov 20 Board	Dec 5 Comm <i>Special</i>	Jan 7 Board <i>Special</i>	Jan 9 Comm	Feb 5 Board	Feb 13 Comm	Mar 5 Board	Mar 13 Comm	Apr 2 Board	Apr 10 Comm	Apr 30 Board <i>Special</i>	May 13 Comm <i>Special</i>	Jun 4 Board	Jun 12 Comm
1	Update on Conservation Activities	C		C	C		C		CNL		C		C		C		C		P		P		P		P
2	Update on Conservatory Garden																C								
3	Update on Conservation Strategies																		P						
4	Devil's Den Semi-Annual Report	C													C										
5	Status of Water Supply and Water Banking Programs	C				C													P						P
6	Status of Sustainable Groundwater Management Act Implementation				C				CNL		C								P				P		
7	Status of Recycled Water Program		C																						
8	Status of Sites Reservoir Project				C		C																		
9	Status of Efforts Relating to Groundwater Spreading Pilot Program																C								
10	Status of Water Supplies												C				C								
11	Status of Integrated Regional Water Management Plan Update																								
12	Status of Upper Santa Clara River Salt and Nutrient Management Plan								CNL				C												
13	Status of Rosedale Rio-Bravo Water Storage District Banking and Exchange Program Extraction Facilities														C										
14	Status of Devil's Den Solar Generation Facilities												C												
15	Recommend Approval of a Resolution Authorizing the General Manager to Enter into Contracts Related to Development of Solar Power Generation on SCV Water's Devil's Den Property																		P	P					

**Santa Clarita Valley Water Agency  
Water Resources & Watershed Committee and Board Calendar**

**FY 2018/19**

	Item	Jul 11 Comm	Jul 17 Board	Aug 7 Board	Aug 8 Comm	Sep 4 Board	Sep 12 Comm	Oct 2 Board	Oct 10 Comm	Nov 6 Board	Nov 14 Comm	Nov 20 Board	Dec 5 Comm <i>Special</i>	Jan 7 Board <i>Special</i>	Jan 9 Comm	Feb 5 Board	Feb 13 Comm	Mar 5 Board	Mar 13 Comm	Apr 2 Board	Apr 10 Comm	Apr 30 Board <i>Special</i>	May 13 Comm <i>Special</i>	Jun 4 Board	Jun 12 Comm
16	Recommend Approval of a Resolution Authorizing the General Manager to Enter Into Consultant Contract(s) to Investigate the Feasibility of Groundwater Recharge Activities																		P	P					
17	Discuss and Provide Direction on the Preparation of a Draft LAFCO Application for the Tesoro Del Valle Annexation (Revised Vesting Tentative Tract Map 51644-1)																		P						
18	Recommend Authorizing the General Manager to Enter Into an Agreement with United Water Conservation District to Coordinate Deliveries of State Water Project Water Supplies																		P	P					
19	Recommend Authorizing the General Manager to Recover Stored Water from Existing Water Banking or Exchange Programs																C	C							
20	Recommend Authorizing the General Manager to Execute an Agreement for SCV Water's Participation in Sites Reservoir 2019 Participation Agreement								CNL						C	C									
21	Status of Requests for Proposals for (1) Stakeholder Communication and Engagement Services, (2) Engineering and Hydrogeology Services and (3) Grant Administration Services for Development of a Groundwater Sustainability Plan on Behalf of the Santa Clarita Valley Groundwater Sustainability Agency												C												
22	Recommend Approval of a Resolution Authorizing the General Manager to Execute the Delta Conveyance Financing Authority Joint Power Agreement								CNL		C	C													
23	CLOSED SESSION: Anticipated Litigation										C	C													
24	CLOSED SESSION: Anticipated Litigation										C	C													
25	Recommend Approval of a Resolution Authorizing the General Manager to Enter into Contracts for (1) Stakeholder Communication and Engagement Services, and (2) Engineering and Hydrogeology Services for Development of a Groundwater Sustainability Plan on Behalf of the Santa Clarita Valley Groundwater Sustainability Agency (SCV-GSA)														C	C									
26	Recommend Approval of a Resolution Adopting Lead Agency CEQA Findings and Submit LAFCO Application for Annexation of Tesoro Del Valle (Revised Vesting Tentative Tract Map 51644-1)																						P	P	

**Santa Clarita Valley Water Agency  
Water Resources & Watershed Committee and Board Calendar**

**FY 2018/19**

	Item	Jul 11 Comm	Jul 17 Board	Aug 7 Board	Aug 8 Comm	Sep 4 Board	Sep 12 Comm	Oct 2 Board	Oct 10 Comm	Nov 6 Board	Nov 14 Comm	Nov 20 Board	Dec 5 Comm <i>Special</i>	Jan 7 Board <i>Special</i>	Jan 9 Comm	Feb 5 Board	Feb 13 Comm	Mar 5 Board	Mar 13 Comm	Apr 2 Board	Apr 10 Comm	Apr 30 Board <i>Special</i>	May 13 Comm <i>Special</i>	Jun 4 Board	Jun 12 Comm
27	California's Fourth Climate Change Assessment																CNL	C							
28	Recommend Approval of a Resolution Authorizing the General Manager to Execute an Amendment to the State Water Project Water Supply Contract to Allocate California WaterFix Costs and Provide for the Transfer and Exchange of State Water Project Water Supplies																								P
29	Review of Watershed Recharge Feasibility Study																								P
30	Approve Authorizing the General Manager to Approve the Agreement in Principle to Amend the Agency's Water Supply Contract with the California Department of Water Resources	C		C																					
31	Recommend Approval of a Resolution Authorizing the General Manager to Execute an Agreement Forming the Joint Powers Authority for the Santa Clarita Valley Groundwater Sustainability Agency (SCV-GSA) and to Execute a Contract for SCV Water to Provide Management and Technical Services to SCV-GSA	C		C																					
32	Appoint a Fourth Santa Clarita Valley Groundwater Sustainability Agency Director and Alternate Director, and Designate a Single Alternate Director for Each Existing Director			C																					
33	Recommend Approval of a Resolution Authorizing the General Manager to Execute an Assignment of Buena Vista-Rosedale Rio Bravo Water Supply to the Proposed Tapia Annexation		C																						
34	Recommend Adoption of a Resolution Approving a Labor Compliance Program on Certain Grant-Funded Public Works Capital Improvement Projects and Authorize Staff to Pursue Approval of the Labor Compliance Program by the Department of Industrial Relations						C	C																	
35	Recommend Authorizing the General Manager to Execute a Memorandum of Understanding with United Water Conservation District to Facilitate Cooperative Watershed Planning						C	C																	
36	Review Proposed Integrated Regional Water Management Proposition 1 Grant Funding Allocation Strategy						C																		

**Santa Clarita Valley Water Agency  
Water Resources & Watershed Committee and Board Calendar**

**FY 2018/19**

	Item	Jul 11 Comm	Jul 17 Board	Aug 7 Board	Aug 8 Comm	Sep 4 Board	Sep 12 Comm	Oct 2 Board	Oct 10 Comm	Nov 6 Board	Nov 14 Comm	Nov 20 Board	Dec 5 Comm <i>Special</i>	Jan 7 Board <i>Special</i>	Jan 9 Comm	Feb 5 Board	Feb 13 Comm	Mar 5 Board	Mar 13 Comm	Apr 2 Board	Apr 10 Comm	Apr 30 Board <i>Special</i>	May 13 Comm <i>Special</i>	Jun 4 Board	Jun 12 Comm
37	Recommend Adoption of a Resolution Authorizing the General Manager to Execute a Grant Agreement on Behalf of the Santa Clarita Valley Groundwater Sustainability Agency (SCV-GSA) with the California Department of Water Resources for Preparation of Portions of a Groundwater Sustainability Plan (GSP)						C	C																	

- P = Planned
- C = Completed
- CNL = Cancelled
- CNT = Continued Item