



Legislation Text

---

File #: 19-0954, Version: 1

---

**AGENDA REPORT  
REQUEST FOR CITY COUNCIL AND  
CORONA UTILITY AUTHORITY ACTION**

DATE: 11/20/2019

TO: Honorable Mayor and City Council Members  
Honorable President and Board Members

FROM: Department of Water and Power

**SUBJECT:**

City Council and Corona Utility Authority consideration of a First Amendment to the Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the Santa Ana River Basin.

**RECOMMENDED ACTION:**

That the:

1. City Council authorize the City Manager, or his designee, to execute the First Amendment to the Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the Santa Ana River Basin.
2. Corona Utility Authority (CUA) review, ratify and to the extent necessary direct that the City Council take the above actions.

**ANALYSIS:**

On August 15, 2007, the Corona City Council approved the Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water (Cooperative Agreement) in the Santa Ana River Basin. This agreement was drafted between the following agencies:

- Santa Ana Regional Water Quality Control Board
- City of Corona
- City of Riverside
- City of San Bernardino
- Eastern Municipal Water District
- Orange County Water District
- San Bernardino Valley Municipal Water District

- San Geronio Pass Water Agency
- Elsinore Valley Municipal Water District

The agreement was passed by all agencies and executed on January 18, 2008. The agreement had an initial term of 10 years and automatically renews for a 10-year period. Currently, the agreement is in its second 10-year term.

The agreement regulates conjunctive uses of imported water for intentional groundwater recharge. This agreement established requirements for testing and reporting to the Santa Ana Regional Water Quality Control Board for agencies that recharge water within the Santa Ana River Basin. The City of Corona Department of Water and Power voluntarily agreed to collect, compile and analyze nitrogen and total dissolved solids if we were to intentionally recharge into the Santa Ana River Basin. This Cooperative Agreement represented a good step toward a regional approach to long-term effective watershed management and helped to ensure water quality throughout the Santa Ana River Basin.

The Cooperative Agreement had the following reporting requirements: Recomputation of the current Ambient Water Quality (AWQ) of the groundwater, management zones every three years, summary reports every three years; and, groundwater quality modeling for total dissolved solids and total inorganic nitrogen every six years.

In an effort to use the best available science for decision-making and to reduce any duplicative efforts and inefficiencies, the parties propose the first amendment to the Cooperative Agreement. The First Amendment would revise the Cooperative Agreement as follows:

- Eliminate the reporting requirements established by the Cooperative Agreement for agencies that are part of the Maximum Benefit Program
- Revise the frequency of reporting requirements for ambient water quality recomputation and summary reports to 5 years (required every 3 years under the current Cooperative Agreement)
- Revise the frequency of reporting requirements for groundwater quality modeling to 10 years (required every 6 years under the current Cooperative Agreement)
- Authorize the use of the Integrated Flow and Quality Model (IFQM) as an acceptable modeling technique. The IFQM is a single model that combines the existing computer groundwater models that are permitted to be used under the Cooperative Agreement, which will be capable of modeling groundwater flows. The agencies that intend to use the IFQM will be required to fund any and all enhancements needed to develop the IFQM

At this time, the Department of Water and Power (DWP) is not recharging any imported water. DWP does not have any current plans to use the IFQM but DWP is interested in long-term planning of our water resources and we support efforts such as this. The First Amendment to the Cooperative Agreement is an opportunity for the parties to recognize accomplishments over the last 12 years while continuing to honor the regional approach to maintaining water quality objectives for our communities.

**COMMITTEE ACTION:**

Not applicable.

**STRATEGIC PLAN:**

Not applicable.

**FISCAL IMPACT:**

The City of Corona does not currently recharge any imported water into the groundwater basin. Any minor costs associated with this amendment are included in the Water Utility Fund 570 operating budget.

**ENVIRONMENTAL ANALYSIS:**

No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

**PREPARED BY:** KATIE HOCKETT, ASSISTANT GENERAL MANAGER

**REVIEWED BY:** TOM MOODY, GENERAL MANAGER

**REVIEWED BY:** KIM SITTON, FINANCE MANAGER

**REVIEWED BY:** KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

**SUBMITTED BY:** MITCHELL LANSDELL, INTERIM CITY MANAGER & EXECUTIVE DIRECTOR

**Attachments:**

1. First Amendment to the Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the Santa Ana River Basin.
2. Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the Santa Ana River Basin.