Office of the General Manager

Mr. Richard Atwater
General Manager
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, CA 91709-9020

Mr. Richard Hansen
General Manager
Three Valleys Municipal Water District
1021 East Miramar Avenue
Claremont, CA 91711-2052

Mr. Ken Manning
Executive Officer
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Dear Messrs. Atwater, Hansen and Manning:

Amendment No. 6 to the
Chino Basin Groundwater Storage Program Funding Agreement No. 49960 (DYY)

Transmitted herewith is a fully executed original of Amendment No. 6 to the Chino Basin Groundwater Storage Program Funding Agreement No. 49960 (DYY) for your records. Thank you for the prompt processing of this amendment. We look forward to working with you on this program.

Very truly yours,

Kathleen M. Kunysz
Program Manager

KMK:tt

Enclosure
AMENDMENT NO. 6
TO
GROUNDWATER STORAGE PROGRAM
FUNDING AGREEMENT NO. 49960

BY AND AMONG

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AND

INLAND EMPIRE UTILITIES AGENCY

AND

THREE VALLEYS MUNICIPAL WATER DISTRICT

AND

CHINO BASIN WATERMASTER

DATED AS OF September 2, 2009
AMENDMENT NO. 6 TO GROUNDWATER STORAGE PROGRAM
FUNDING AGREEMENT NO. 49960

THIS AMENDMENT NO. 6 TO GROUNDWATER STORAGE PROGRAM FUNDING AGREEMENT NO. 49960 (this “Amendment No. 6”), dated as of Sept. 2, 2009, is entered into by and among THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (“Metropolitan”), a public entity of the State of California, INLAND EMPIRE UTILITIES AGENCY, a municipal water district of the State of California (“IEUA”), THREE VALLEYS MUNICIPAL WATER DISTRICT, a municipal water district of the State of California (“TVMWD”) and CHINO BASIN WATERMASTER, an entity established by the Superior Court of the State of California to manage the Chino Groundwater Basin (“Watermaster”). Hereafter, Metropolitan, IEUA, TVMWD and Watermaster may be referred to collectively as “Parties.”

RECATALS

A. In June 2003, the Parties entered into an agreement titled, “Agreement No. 49960 Groundwater Program Storage Funding Agreement” (“Agreement”) pursuant to which Metropolitan has stored water in the Chino Basin, as amended by the First Amendment effective May 6, 2004, the Second Amendment effective August 31, 2004, the Third Amendment effective August 16, 2005, the Fourth Amendment effective May 16, 2008, and the Fifth Amendment effective March 6, 2009.

B. Metropolitan initiated a twelve-month call for production of 33,000 AF of stored water from the Metropolitan Storage Account in Chino Basin that began on May 1, 2008. City of Chino, an IEUA Operating Party, had not completed its funded ion exchange facility identified in Agreement Exhibit H and used another ion exchange facility (the Benson Water Treatment Plant) that the City owns and operates to produce its share of the called water during this call. The Agreement specifies that Operation and Maintenance costs will include specified reimbursement for costs of producing called water through funded ion exchange facilities. Due to the unique circumstance of this call following so closely on completion of funded facilities, the Parties agree that the City of Chino’s costs for producing stored water for the Metropolitan call should be reimbursed consistent with the Agreement formula for funded ion exchange facilities for the call period May 1, 2008 through April 30, 2009. Reimbursement for the City’s costs are not to exceed what it would have received through the funded facility which will be on-line for future calls.

NOW, THEREFORE, in consideration of the foregoing Recitals, the Parties hereby agree to amend the Agreement with this Amendment No. 6 as follows:

AMENDMENT

1. Section IV.D.1. is amended to ADD the following:

In the initial call year May 1, 2008 through April 30, 2009, the City of Chino may submit certifications and be reimbursed for up to 1,043.1 AF of water produced from the Metropolitan Storage Account, subject to reconciliation of produced amounts, through the Benson Water Treatment Plant ion exchange facilities. Reimbursement shall follow the formula set out in this paragraph as if the treated water were produced through the funded facility.
2. Except as, and to the extent specifically and expressly modified by this Amendment No. 6, the Agreement is, and shall continue to be, in full force and effect. This Amendment does not constitute a waiver of any provisions, terms or conditions of the Agreement or of any failure to comply with such provisions, terms or conditions.

3. This Amendment No. 6 may be executed in multiple counterparts, all of which together shall constitute a single, integrated amendment to the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 6 to be executed as of the date first set forth above.

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Jeffrey Kightlinger
General Manager

By: ____________________________
Stephen N. Arakawa
Manager, Water Resource Management

Date: __9/21/09________________________

INLAND EMPIRE UTILITIES AGENCY

By: ____________________________
Richard Atwater
General Manager

Date: ____________________________

THREE VALLEYS MUNICIPAL WATER DISTRICT

By: ____________________________
Richard W. Hansen
General Manager/Chief Engineer

Date: __8/21/09________________________

CHINO BASIN WATERMASTER

By: ____________________________
Ken Manning
Chief Executive Officer

Date: ____________________________

APPROVED AS TO FORM:

Karen L. Tachiki
General Counsel

By: ____________________________
Setha E. Schlang
Senior Deputy General Counsel

Date: __8/11/09________________________

APPROVED AS TO FORM:

By: ____________________________
Jean Cihigoyenetche
General Counsel

Date: ____________________________

APPROVED AS TO FORM:

By: ____________________________
Steve Kennedy
District Counsel

Date: __8/21/09________________________

APPROVED AS TO FORM:

By: ____________________________
Michael Fife
General Counsel

Date: ____________________________
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THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Jeffrey Kightlinger
General Manager

By: ____________________________________________________
    Stephen N. Arakawa
    Manager, Water Resource Management

Date: ________________

INLAND EMPIRE UTILITIES AGENCY

By: ____________________________________________________
    Richard Atwater
    General Manager

Date: 8/17/2005

THREE VALLEYS MUNICIPAL
WATER DISTRICT

By: ____________________________________________________
    Richard W. Hansen
    General Manager/Chief Engineer

Date: ________________

CHINO BASIN WATERMASTER

By: ____________________________________________________
    Ken Manning
    Chief Executive Officer

Date: ________________

APPROVED AS TO FORM:

Karen L. Tachiki
General Counsel

By: ____________________________
    Setha E. Schlang
    Senior Deputy General Counsel

Date: 8/11/09

APPROVED AS TO FORM:

Jean Cihigoyenetche
General Counsel

By: ____________________________

Date: ________________

APPROVED AS TO FORM:

Steve Kennedy
District Counsel

Date: ________________

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THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Jeffrey Kightlinger
General Manager

By: ______________________________________
    Stephen N. Arakawa
    Manager, Water Resource Management

Date: ______________________________________

INLAND EMPIRE UTILITIES AGENCY

By: ______________________________________
    Richard Atwater
    General Manager

Date: ______________________________________

THREE VALLEYS MUNICIPAL
WATER DISTRICT

By: ______________________________________
    Richard W. Hansen
    General Manager/Chief Engineer

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CHINO BASIN WATERMASTER

By: ______________________________________
    Ken Manning
    Chief Executive Officer

Date: ______________________________________

APPROVED AS TO FORM:

Karen L. Tachiki
General Counsel

By: ______________________________________
    Setha E. Schlang
    Senior Deputy General Counsel

Date: 8/1/09

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    Jean Cihigoyenetch
    General Counsel

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    Steve Kennedy
    District Counsel

Date: ______________________________________

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    Michael Fife
    General Counsel

Date: ______________________________________