

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791

**NOV 14 2019**

Mr. Matthew G. Stone
General Manager
Santa Clarita Valley Water Agency
27234 Bouquet Canyon Road
Santa Clarita, California 91350-2173

Mr. Glenn Shephard
Director
Ventura County Watershed Protection District
Public Works Agency
800 South Victoria Avenue, Location 1610
Ventura, California 93009-1600

Mr. Mauricio Guardado
General Manager
United Water Conservation District
106 N. 8th Street
Santa Paula, California 93060-2710

This Agreement (SWPAO #19039) is in response to Santa Clarita Valley Water Agency's (SCVWA) letter dated October 24, 2019 requesting the Department of Water Resources of the State of California (DWR) to approve an unbalanced exchange of approved State Water Project (SWP) Table A water between SCVWA and Ventura County Watershed Protection District (VCWPD), on behalf of its member agency, United Water Conservation District (UWCD). DWR, SCVWA, VCWPD, and UWCD may be referred to in this Agreement individually by name or collectively as "Parties."

Under the proposed water exchange, DWR will deliver up to 2,000 acre-feet of SCVWA's approved 2019 SWP Table A water (2019 Table A Water) to VCWPD by December 31, 2019. In exchange, VCWPD will return to SCVWA, based on an unbalanced exchange ratio of 2 to 1, up to 1,000 acre-feet of UWCD's allocation of VCWPD's future approved SWP Table A water. That is, for every 2 acre-feet of SCVWA's 2019 Table A Water delivered to VCWPD, 1 acre-foot will be returned by VCWPD, on behalf of UWCD, to SCVWA by December 31, 2029.

In compliance with the California Environmental Quality Act (CEQA), SCVWA, as lead agency, determined that this water exchange is exempt from CEQA and filed a Notice of Exemption (NOE) with the State Clearinghouse (SCH) on October 24, 2019 (SCH # 2019100501). DWR, as a responsible agency, will file a NOE based on CEQA Guidelines Section 15301 (Existing Facilities) upon execution of this Agreement.

DWR is willing to approve the delivery of up to 2,000 acre-feet of SCVWA's 2019 Table A Water to VCWPD in exchange for the return of up to 1,000 acre-feet of VCWPD's future approved SWP Table A water to SCVWA, based on an exchange ratio of 2 to 1, subject to the following terms and conditions:

TERM

1. This Agreement shall be effective upon execution by all Parties and shall terminate on December 31, 2029 or upon final payment to DWR by SCVWA and VCWPD of all costs attributable to this Agreement, whichever occurs later. However, the liability, hold harmless and indemnification obligations in this Agreement shall remain in effect until December 31, 2033, or until any claim or litigation concerning this Agreement asserted to DWR, SCVWA, or VCWPD as of December 31, 2033 is finally resolved, whichever occurs later.

UNIQUENESS OF AGREEMENT

2. DWR's approval under this Agreement is unique and shall not be considered a precedent for future agreements or DWR activities.

APPROVALS

3. The delivery and return of water under this Agreement shall be contingent upon, and subject to, any necessary approvals and shall be governed by the terms and conditions of such approvals and any other applicable legal requirements. SCVWA and VCWPD shall be responsible for complying with all applicable laws and legal requirements and for securing any required consent, approvals, permits, or orders. SCVWA and VCWPD shall furnish to DWR copies of all approvals and agreements required for the delivery and return of water under this Agreement.

WATER DELIVERY FROM SCVWA TO VCWPD

4. DWR will deliver up to 2,000 acre-feet of SCVWA's 2019 Table A Water to VCWPD's turnout(s) in Reach 29 or Reach 30 of the California Aqueduct by December 31, 2019.
5. The delivery of water to VCWPD under this Agreement shall be in accordance with a schedule reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.
6. The sum of deliveries scheduled to VCWPD under this Agreement, plus scheduled VCWPD SWP water deliveries, plus deliveries to VCWPD under any

other agreements, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based under VCWPD's Water Supply Contract with DWR unless DWR determines that deliveries will not adversely impact SWP operations, facilities, or other SWP contractors.

RETURN WATER DELIVERY FROM VCWPD TO SCVWA

7. DWR will deliver up to 1,000 acre-feet of VCWPD's future approved Table A water to SCVWA's turnout(s) in Reach 30 of the California Aqueduct by December 31, 2029, based on an unbalanced exchange ratio of 2 to 1.
8. The return delivery of water to SCVWA under this Agreement shall be in accordance with a schedule reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.
9. The sum of deliveries scheduled to SCVWA under this Agreement, plus scheduled SCVWA SWP water deliveries, plus deliveries to SCVWA under any other agreements, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based under SCVWA's Water Supply Contract with DWR unless DWR determines that deliveries will not adversely impact SWP operations, facilities, or other SWP contractors.

WATER DELIVERY SCHEDULES

10. All water delivery schedules and revisions shall be in accordance with Article 12 of SCVWA's and VCWPD's respective Water Supply Contract with DWR.
11. SCVWA and VCWPD shall submit revised monthly water delivery schedules for approval to the State Water Project Analysis Office (SWPAO), Water Deliveries Section, indicating timing and point of delivery requested under this Agreement with reference to SWPAO #19039. Revised schedules shall be sent by electronic mail to SWPDeliveries@water.ca.gov or by FAX to (916) 653-9628, Attention: Chief, Water Deliveries Section.
12. SCVWA and VCWPD shall submit weekly water schedules for the delivery of water under this Agreement to the Southern Field Division, Water Operations Section, indicating timing and point of delivery requested with reference to SWPAO #19039. Schedules shall be sent by electronic mail to SFDwaterschedule@water.ca.gov or by FAX to (661) 294-3651, Attention: Chief, Water Operations Section.

13. All weekly schedules described above shall be sent by electronic mail by 10:00 a.m. Wednesday, for the following week, Monday through Sunday, to Southern Field Division, Water Operations Section.
14. Weekly water schedules shall also be concurrently sent by electronic mail or faxed to the State Water Project Operations Control Office:
 - a. Water Management Branch
Water_deliv_sched@water.ca.gov
FAX to: (916) 574-2785,
Attention: Chief, Water Management Branch
 - b. Power Management and Optimization Branch
POCOptimization@water.ca.gov
FAX to: (916) 574-2785,
Attention: Chief, Power Management and Optimization Branch
 - c. Pre-Scheduling Section
Presched@water.ca.gov
FAX to: (916) 574-2782,
Attention: Chief, Pre-Scheduling Section

WATER DELIVERY RECORDS

15. DWR will maintain monthly records documenting the delivery of SCVWA's 2019 Table A Water to VCWPD, as well as the return of VCWPD's future approved Table A water to SCVWA, under this Agreement. SCVWA and VCWPD shall certify to SWPAO the quantity of water delivered to VCWPD and the quantity of the return water to SCVWA under this Agreement within 30 days of actual delivery, with reference to SWPAO #19039.

CHARGES

16. SCVWA and VCWPD shall pay the following charges for activities under this Agreement, including all future adjustments, which shall be calculated in the same manner as charges are calculated for SWP Table A deliveries, and shall be in accordance with the provisions of SCVWA's and VCWPD's respective Water Supply Contract with DWR. Charges shall be determined for the year the water is delivered, as well as the year the water is returned.

- a. VCWPD shall pay to DWR the charges associated with the delivery of up to 2,000 acre-feet of SCVWA's 2019 Table A Water from the Delta to VCWPD's turnout(s) in Reach 29 or Reach 30 of the California Aqueduct. VCWPD shall pay the Variable Operation, Maintenance, Power, and Replacement Component of the Transportation Charge and the Off-Aqueduct Power Facilities costs for each acre-foot of water delivered to its turnout(s).
 - b. In any year that a portion of VCWPD's future approved Table A water is returned to SCVWA under this Agreement, SCVWA shall pay to DWR the charges associated with the delivery of return water from the Delta to SCVWA's turnout located at Reach 30 of the California Aqueduct. SCVWA shall pay the Variable Operation, Maintenance, Power, and Replacement Component of the Transportation Charge and the Off-Aqueduct Power Facilities costs for each acre-foot of water delivered to its turnout(s).
17. In addition to the charges identified above, SCVWA and VCWPD agree to pay to DWR any identified demonstrable increase in costs that would otherwise be borne by the SWP contractors not signatory to this Agreement or by DWR, as a result of activities under this Agreement.
 18. Payment terms shall be in accordance with SCVWA's and VCWPD's respective Water Supply Contract with DWR.

SWP ALLOCATION

19. Water delivered to SCVWA and VCWPD under this Agreement shall not be considered by DWR in the determination of approved annual Table A deliveries or allocation of other SWP water to SCVWA and VCWPD under Article 18 of SCVWA's and VCWPD's respective Water Supply Contract with DWR.

NO IMPACT

20. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to SWP approved Table A water or to any other SWP approved water allocations, water deliveries, or SWP operations or facilities. SCVWA and VCWPD shall be responsible, jointly and severally, as determined by DWR, for any adverse impacts that may result from the delivery of water under this Agreement.

LIABILITY

21. DWR is not responsible for the use, effects or disposal of water under this Agreement once the water is delivered to the designated turnout(s). Responsibility shall be governed by Article 13 of SCVWA's and/or VCWPD's Water Supply Contract, as applicable, with responsibilities under the terms of that article shifting from DWR to SCVWA and/or VCWPD when the water is delivered to the designated turnout(s).
22. SCVWA and VCWPD agree to defend and hold DWR, its officers, employees, and agents harmless from any direct or indirect loss, liability, lawsuit, cause of action, judgment or claim, and shall indemnify DWR, its officers, employees, and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees, and agents incur as a result of DWR providing services under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees, and agents.
23. If uncontrollable forces preclude DWR from delivery of water under this Agreement, either partially or completely, then DWR is relieved from the obligation to deliver the water to the extent that DWR is reasonably unable to complete the obligation due to the uncontrollable forces. Uncontrollable forces shall include, but are not limited to earthquakes, fires, tornadoes, floods, and other natural or human caused disasters. SCVWA and VCWPD shall not be entitled to recover any administrative costs or other costs associated with delivery of water under this Agreement if uncontrollable forces preclude DWR from delivering the water.

EXECUTION

24. This Agreement may be executed in counterpart. The Parties agree to accept facsimile or electronically scanned signatures as original signatures. The Agreement shall take effect as soon as all Parties have signed.
25. Immediately after execution, SCVWA, VCWPD, and UWCD shall transmit a copy of the executed Agreement by facsimile or electronic file to Pedro Villalobos, Chief, State Water Project Analysis Office at (916) 653-9628, or swpao-chief@water.ca.gov and to each other at:

SCVWA: (661) 297-1610 FAX or mstone@scvwa.org
VCWPD: (805) 654-3350 FAX or glenn.shephard@ventura.org
UCWD: (805) 485-4012 FAX or mauriciog@unitedwater.org
26. If SCVWA or VCWPD requires a Board of Directors' approval of this Agreement, it shall send a facsimile or electronic file of the board approval to the other parties.

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If you have any questions or need additional information, you may contact David Rizzardo at (916) 653-9593 and refer to SWPAO #19039.

Sincerely,



Pedro Villalobos, Chief
State Water Project Analysis Office

ACCEPTED:

SANTA CLARITA VALLEY WATER
AGENCY

VENTURA COUNTY WATERSHED
PROTECTION DISTRICT



Signature

Signature

GENERAL MANAGER

Title

Title

11/15/19

Date

Date

UNITED WATER CONSERVATION DISTRICT

Signature

Title

Date

Mr. Matthew G. Stone, General Manager, et al

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If you have any questions or need additional information, you may contact David Rizzardo at (916) 653-9593 and refer to SWPAO #19039.

Sincerely,



Pedro Villalobos, Chief
State Water Project Analysis Office

ACCEPTED:

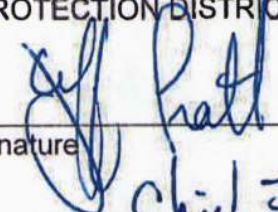
SANTA CLARITA VALLEY WATER
AGENCY

Signature

Title

Date

VENTURA COUNTY WATERSHED
PROTECTION DISTRICT



Signature

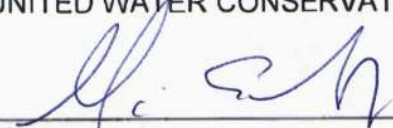
Title

Date

Chief Engineer

11/15/19

UNITED WATER CONSERVATION DISTRICT



Signature

General Manager

Title

November 19, 2019

Date