

# KINGS COUNTY

## Water Commission Meeting

John Howe – District 1  
Vacant – District 4  
Harold Reed – Special District

Mark Gilkey – District 2  
Don Mills – District 5  
Harlin Casida – City Rep.

Jim Verboon – District 3  
Brian Ehlers – Member at Large  
Sid Palmerin – City Rep.

Secretary: Gregory Gatzka

Staff: Chuck Kinney (559) 852-2674

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Kings County Community Development Agency at (559) 852-2680 by 3:00 on the Friday prior to this meeting

### AGENDA

#### REGULAR MEETING

Monday, February 23, at 5:00 P.M.

This regular meeting of the Kings County Water Commission will be held at the Kings County Government Center in the Multi-Purpose Room of the Administration Building (Bldg. No. 1), 1400 W. Lacey Blvd., Hanford, CA.

*The Kings County Water Commission requests that all cell phones and other electronic communication devices be muted or turned off while the meeting is in progress.*

#### I. CALL TO ORDER - Chairperson

A. Roll Call of Water Commission Members: (*Gregory Gatzka- Secretary*)

B. Unscheduled Comments:

*Any person may address the Commission on any subject matter within the jurisdiction or responsibility of the Commission at the beginning of the meeting; or may elect to address the Commission on any agenda item at the time the item is called by the Chair, but before the matter is acted upon by the Commission. Unscheduled comments will be limited to five minutes.*

C. Approval of the Minutes of the November 24, 2014, regular meeting – *Chairman: call for motion, second and voice vote*

#### II. OLD BUSINESS –

##### A. SUSTAINABLE GROUNDWATER MANAGEMENT ACT OF 2014 UPDATE

1. Update and discussion of approved groundwater legislation timeline and requirements

##### B. CONSIDERATION OF A JOINT MEETING OF THE KINGS COUNTY AND THE TULARE COUNTY WATER COMMISSIONS.

1. Discussion

2. Possible Action: Direct County staff to work with Tulare County to schedule the joint meeting.

#### III. NEW BUSINESS

##### A. 2015–2016 MULTI-YEAR MARKET POOL PROGRAM

1. Overview and Discussion

2. Possible Action: Consider recommendation to the Board of Supervisors

**IV. MISCELLANEOUS**

- A. Future Agenda Items:
- B. Member comments:
- C. Staff comments:
- D. Correspondence:

**V. ADJOURNMENT** - Next regular meeting is scheduled for May 18, 2015.

# KINGS COUNTY WATER COMMISSION MINUTES

**DISTRICT 1**  
John Howe

**DISTRICT 2**  
Mark Gilkey - Chair

**DISTRICT 3**  
Jim Verboon

**DISTRICT 4**  
Craig Pedersen

**DISTRICT 5**  
Don Mills

**MEMBER AT LARGE**  
Brian Ehlers – Vice Chair

**SPECIAL DISTRICT  
REPRESENTATIVE**  
Harold Reed

**CITY REPRESENTATIVE**  
Sid Palmerin

**CITY REPRESENTATIVE**  
Harlin Casida

**KINGS COUNTY**

**COMMUNITY DEVELOPMENT AGENCY STAFF:** Greg Gatzka (559) 852-2682 Chuck Kinney (559) 852-2674

**CALL TO ORDER:** A meeting of the Kings County Water Commission (KCWC) was called to order by Chairman Gilkey at 5:00 p.m., on November 24, 2014. The KCWC meeting was held in the Ag Commissioner's Multi-Purpose Room, 680 N. Campus Drive, Hanford, California.

Roll call of members was conducted by Secretary Gatzka, and a quorum of appointed Committee members were in attendance.

**COMMITTEE MEMBERS PRESENT:** Don Mills, Mark Gilkey, Craig Pedersen, Jim Verboon, Harold Reed, Sid Palmerin

**COMMITTEE MEMBERS ABSENT:** John Howe, Harlin Casida, Brian Ehlers

**STAFF PRESENT:** Greg Gatzka - Director, Erik Kaeding – Deputy County Counsel, Chuck Kinney – Deputy Director - Planning, Terri Yarbrough – Executive Secretary, Jordan Davis - Planner

**VISITORS PRESENT:** Joe Neves, Mike Nordstrom, Lou Camara, Roger Reynolds, Ceil Howe, Steve Smaer, Matt Hurley, Carole Combs, Scott Sills, Carolyn Pande, Dale Melville

**UNSCHEDULED COMMENTS:** None

**APPROVAL OF MINUTES:** A motion was made and seconded (Verboon/Pedersen) to approve the minutes of the August 25, 2014 meeting. Motion carried unanimously.

A motion was made and seconded (Pedersen/Mills) to approve the August 25, 2104 special meeting minutes. Motion carried unanimously.

## **OLD BUSINESS:**

**Sustainable Groundwater Management Act of 2014 (AB 1739 (Pavley), SB 1168 (Dickinson), and SB 1319 (Pavley)) – David Orth**

Mr. Orth of Kings River Conservation District (KRCDD) provided an overview of the Sustainable Groundwater Management Act. He reported that the south valley is a high priority designation area and that counties are presumed to be responsible for areas not otherwise covered. He also stated that

plans must cover the entire basin and that plans are exempt from CEQA but the implementation is not. Mr. Orth went over the timeline and stated that if a Groundwater Sustainability Agency (GSA) fails to respond to a deficiency within 180 days the State Regional Water Resources Control Board (SWRCB) is authorized to designate the area as probationary and could create an interim plan that would remain in place until the local GSA could take over and manage for sustainability. Mr. Orth stated DWR will be holding some public stakeholder meetings. KRCD is preparing an issues list and would welcome input. Mr. Mills inquired about how to approach Department of Water Resources (DWR) if an agency has special circumstances. Mr. Orth stated that is one of the things that will be addressed by DWR in the rulemaking process and feels that it is important to engage early in the rulemaking process.

#### **Review of Proposed Draft Agricultural Groundwater Guiding Principles**

It was the consensus of the Commission that this topic no longer needed to be addressed since legislation has already been passed.

#### **NEW BUSINESS:**

##### **A. Yuba Accord Dry Year Water Purchase Program Amendment – Jacob Westra**

Mr. Westra provided background on Yuba Accord Dry Year Water Purchase Program. The intent is to increase water supply reliability. The current purchase agreement is through 2025 and the pricing terms expire September 30, 2015. Mr. Westra explained the components and pricing structure. He also reported that December 4, 2014 is the deadline to confirm participation in the program and to submit an executed agreement. Mr. Westra stated that if Kings County wants to continue participation in the program the agreement from DWR will need to be executed and returned to DWR by December 4, 2014.

A motion was made and seconded (Mills/Verboon) to recommend that the BOS that Kings County continues to participate in the program. Motion carried unanimously with Reed absent.

##### **B. Bay Delta Conservation Plan (BDCP) and Delta Habitat Conservation and Conveyance Program (DHCCP) – Mark Gilkey/Chantel Quellet**

Mark Gilkey provided a brief background on the Bay Delta Conservation Plan (BDCP) and the Delta Habitat Conservation and Conveyance Program. Chantel Quellet discussed BDCP's Delta conveyance benefits such as water supply conditions, water quality, reliability and increased transfer capacity. Chantel Quellet provided estimated costs and funding for the project. She also stated that capacity through the tunnel is what is being purchased, not water. Mark Gilkey mentioned that if the Lemoore Naval Air Station participates the County may have to participate also. Jim Verboon expressed a concern regarding reliability.

No action was taken by the Commission.

##### **C. Consideration of a Joint Meeting of the Kings County and the Tulare County Water Commissions**

Mark Gilkey reported that the Tulare County Water Commission meeting is scheduled for January 10, 2015. It was the consensus of the commission to wait until after the next regularly scheduled KCWC meeting to discuss holding a joint meeting. Colleen Carlson stated that there will be three meetings regarding the new groundwater legislation held around the state in 2015 and one will be in Tulare County. Colleen Carlson will get the dates and get that information out to Commission.

#### **MISCELLANEOUS**

- A. Staff Comments – None**
- B. Member Comments – none**

**C. Correspondence – None**

**ADJOURNMENT**

The next scheduled regular meeting of the Water Commission is Monday, February 23, 2015. The meeting was adjourned at 6:44 pm.

Respectfully submitted  
**KINGS COUNTY WATER COMMISSION**



Greg Gatzka, Secretary

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State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES

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AGREEMENT BETWEEN  
THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA  
AND  
Name of the participating SWP contractor  
FOR  
2015-2016 MULTI-YEAR WATER POOL DEMONSTRATION PROGRAM

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SWPAO #15 - XXX

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, pursuant to the provisions of the California Water Resources Development Bond Act and other applicable laws of the State of California, between the Department of Water Resources of the State of California, herein referred to as "DWR," and [Name of participating SWP contractor], herein referred to as "Participant," who can either be a buyer or a seller under the 2015-2016 Multi-Year Water Pool Demonstration Program. Participant is a public agency duly organized, existing and acting pursuant to the laws of the State of California. DWR, Participant may be referred to individually by name, or as "Buyer," or as "Seller," or as "Party" or collectively as "Parties."

## RECITALS

- A. DWR administered a Multi-Year Water Pool (MYWP) Demonstration Program for 2013 through 2014 to explore the feasibility of a multi-year water purchase program.
- B. The 2013-2014 MYWP Demonstration Program resulted in a sale of a total of 95,675 acre-feet of State Water Project (SWP) water among participating SWP contractors, of which 94,925 acre-feet was sold in 2013 and 750 acre-feet was sold in 2014, to augment participating SWP contractors' needs.
- C. In anticipation of continuing drought, low carryover storage within the State Water Project and SWP contractors' service area, and the minimal amount of SWP water sold in 2014 under the 2013-2014 MYWP Demonstration Program, the SWP contractors are requesting DWR to administer another 2-year water purchase program for 2015 and 2016 similar to the 2013-2014 MYWP Demonstration Program. This will allow more testing of this Demonstration Program.
- D. Participants under the 2015-2016 Multi-Year Water Pool Demonstration Program (hereafter referred to as "Water Pool Program") are limited to SWP contractors only. Participants can be a buying SWP contractor (hereafter referred to as "Buyer") and/or a selling SWP contractor (hereafter referred to as "Seller").
- E. DWR and Participant have entered into a Water Supply Contract providing that DWR shall supply a certain quantity of water to Participant, and providing that Participant shall make certain payments to DWR, and setting forth the terms and conditions of such payments.
- F. Water made available under the Water Pool Program (hereafter referred to as "Pool Water") will be delivered by DWR to Buyer's service area through SWP facilities, or as otherwise arranged, consistent with Buyer's Water Supply Contract.
- G. Buyer has requested DWR to deliver its allocated Pool Water made available from the Water Pool Program to Buyer's service area.
- H. In compliance with California Environmental Quality Act (CEQA), DWR, as a Lead Agency, will file an Notice of Exemption (NOE) with the State Office of Planning and Research (OPR) based on CEQA Guidelines Sections 15301 and 15306 (Use of Existing Facilities and Information Collection-Experimental Management) upon execution of this Agreement.

## **AGREEMENT**

### **1. PURPOSE**

The purpose of this Agreement is to set forth terms and conditions for the Water Pool Program, and to set forth provisions governing the delivery of Pool Water made available by Sellers to Buyers under the Water Pool Program to Buyer's service area.

### **2. TERM OF AGREEMENT**

This Agreement shall become effective upon execution by all Parties and shall terminate on December 31, 2016, or upon final payments to DWR 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, 2020, or until any claim or litigation concerning this Agreement asserted to DWR or Participant as of December 31, 2020 is finally resolved, whichever occurs later.

### **3. NON-PRECEDENTIAL AGREEMENT**

This Water Pool Program, this Agreement, and its terms are unique, for the purposes of experimental management, and shall not be considered as a precedent for future programs or DWR activities. The Agreement shall not be used as a basis by the Participants to justify similar terms in any single year or multi-year transfers in the future.

### **4. GENERAL PROVISIONS FOR WATER POOL PROGRAM**

- a. A participating SWP contractor must indicate its level of participation in this Water Pool Program for both 2015 and 2016, as a Buyer and/or a Seller. In any particular year, a SWP contractor may elect to be a Buyer and/or Seller. A Buyer or a Seller may also participate in the Turnback Pool Program pursuant to Article 56(d) of Participant's Water Supply Contract in 2015 and 2016.
- b. In both 2015 and 2016, a participating SWP contractor may sell its allocated Table A water. Seller may (1) store water outside its service area in 2015 and/or 2016, and (2) elect to carry over its allocated Table A water from 2015 and/or 2016 pursuant to Article 12(e) or Article 56 of Seller's Water Supply Contract.
- c. Pool Water allocated to Buyer under the Water Pool Program will be delivered to the Buyer's service area using SWP facilities, or as otherwise arranged, consistent with Buyer's Water Supply Contract.

- d. Participants offering to buy and/or sell water in this Water Pool Program must submit to the State Water Project Analysis Office (SWPAO) both a signed copy of this Agreement and the completed Water Pool Program Table in Attachment A.
- (i) Participants shall indicate the amount of Pool Water they want to buy and/or sell for all levels of Table A allocation for both 2015 and 2016 using the table provided in Attachment A.
  - (ii) Participants shall provide, in every box in Attachment A, either a defined quantity of Pool Water that they plan to buy and/or sell, or zero if they choose not to buy and/or sell for both 2015 and 2016.
  - (iii) Participants shall complete Attachment A as provided. DWR will return as non-responsive an Attachment A submitted without all entries filled in with specific numbers or filled in with qualifying comments.
  - (iv) DWR must receive both a signed Agreement and completed Attachment A on or before 12:01 p.m., March 16, 2015. It is acceptable to submit a signature page and the Attachment A by e-mail to Tasmin Eusuff at [Tasmin.Eusuff@water.ca.gov](mailto:Tasmin.Eusuff@water.ca.gov) in order to meet the deadline; however, an original signature must be submitted as soon as possible afterwards.
- e. DWR will allow no further adjustments in the quantity of Pool Water that Participants designate to buy and/or sell in the Water Pool Program once Participants submit both the signed copy of the Agreement and the completed Attachment A.
- f. DWR will use Attachment A to determine the Participants' designated Pool Water quantities. Pool Water quantities for 2015 shall be based solely on the 2015 Table A Allocation as of June 1, 2015. However, Pool Water quantities for 2016 shall be based on both the final 2015 Table A Allocation and the 2016 Table A Allocation as of June 1, 2016. DWR will adjust between Table A Allocations, if needed, to determine Participants' Pool Water quantities.
- g. The allocation of water purchased through this Water Pool Program shall be as follows:
- (i) The Water Pool Program consists of two buyers pools. The "69% Pool" consists of two SWP contractors: Metropolitan Water District of Southern California and Kern County Water Agency, which together represent 69.36% of the total SWP Table A Amount. The "31% Pool" consists of the balance of the SWP contractors, which represent

30.64% of the total SWP Table A Amount. SWP contractors within each pool may purchase their designated pool's water based on their Table A percentage relative to the other participants in the designated pool.

- (ii) Water supplies not purchased within each pool will be divided proportionate to Table A to the remaining interested buyers within that pool.
  - (iii) If one pool has water supplies in excess of its Buyers' requests, the excess Pool Water supply will be offered to meet the requests of the other pool's participants, again, proportionate to the Table A percentages of the interested Buyers.
- h. By June 15, 2015, and June 15, 2016, DWR will notify all Participants of the amounts of Pool Water that were sold to each Buyer, and the dollar amount each Seller will receive, in those respective years.
  - i. The price for Pool Water shall be determined by the SWP Table A allocation as of June 1 of 2015 and 2016 respectively.
  - j. All sales and purchases through this Water Pool Program are irrevocable even if DWR changes Table A allocations after June 1 of 2015 or 2016 respectively.
  - k. In the event that any Pool Water remains unsold under this Water Pool Program, such water will be returned to Sellers proportionate to the amount they have offered for sale under the Water Pool Program.

5. USE OF CALIFORNIA AQUEDUCT CAPACITY

Delivery of allocated Pool Water in the California Aqueduct to Buyer under this Agreement shall be in accordance with a schedule reviewed and approved by DWR under applicable provisions of each Participant's Water Supply Contract. Article 12(f) of Buyer's Water Supply Contract shall govern the priority for delivery of such water.

6. WATER DELIVERY TO BUYER

- a. The delivery of Seller's approved SWP water to Buyer under this Water Pool Program shall be in accordance with a schedule which has been 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.

- b. In any given year, the sum of deliveries scheduled to Buyer under this Agreement, plus additional scheduled Buyer's Table A deliveries, plus deliveries to Buyer under any other agreement, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based under Buyer's Water Supply Contract, unless DWR determines that these deliveries will not adversely impact SWP operations, facilities, or other SWP contractors.

7. DELIVERY PRIORITY

Delivery priority of Pool Water will be the same as for Table A water (Priority 1), as described in Participant's Article 12(f) of its Water Supply Contract so long as the total amount of project water does not exceed Buyer's Table A amount. The delivery priority of Pool Water in excess of Buyer's Table A amount will be Priority 6 under Article 12(f) of Buyer's Water Supply Contract.

8. WATER DELIVERY SCHEDULE:

- a. Seller shall submit a revised water delivery schedule to DWR reflecting changes due to the sale of its Pool Water. Likewise, Buyer shall submit a revised delivery request to DWR as soon as possible after being allocated Pool Water.
- b. All water schedules and revisions shall be prepared in accordance with Article 12 of Buyer's Water Supply Contract.
- c. Buyer shall be responsible for coordinating and scheduling Pool Water delivery with DWR. After all approvals have been obtained and before Pool Water is delivered, Buyer shall submit for DWR's approval a revised water delivery schedule showing the anticipated change to the monthly delivery pattern to accommodate the water delivery under this Agreement.
- d. Buyer shall submit revised monthly water delivery schedules for approval to the State Water Project Water Analysis Office (SWPAO), Water Deliveries Section, indicating timing and point of delivery requested under this Agreement with reference to SWPAO #XXXXXX. 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.
- e. Buyer shall submit weekly water schedules for the delivery of water, either by electronic mail or by FAX, to the appropriate DWR field division Water Operations Section, indication timing and point of delivery requested with reference to SWPAO #XXXXXX.
- f. All weekly water delivery schedules described above shall be submitted by 10:00 a.m. Wednesday for the following week, Monday through Sunday, to the appropriate field division Water Operations Section for the SWP contractors.

g. Weekly water delivery schedules shall also be concurrently sent by electronic mail or faxed to the State Water Project Operations Control Office:

(i) Water Management Branch

Water\_deliv\_sched@water.ca.gov

FAX (916) 574-2785

Attention: Chief, Water Management Branch

(ii) Power Management and Optimization Branch

POCOptimization@water.ca.gov

FAX (916) 574-2785

Attention: Chief, Power Management and Optimization Branch

(iii) Pre-Scheduling Section

Presched@water.ca.gov

FAX (916) 574-2782

Attention: Chief, Pre-Scheduling Section

9. STORAGE OF POOL WATER OUTSIDE BUYER'S SERVICE AREA

Pool Water may be stored outside of Buyer's service area for later use inside of Buyer's service area consistent with Article 56 of Buyer's Water Supply Contract.

10. USE OF POOL WATER

Pool Water delivered by DWR to Buyer under this Agreement shall not be sold, used, or otherwise disposed of outside of Buyer's service area. If any such water is sold, used, or otherwise disposed of outside of Buyer's service area, upon notification from DWR, DWR or Seller may seek an injunction or other appropriate remedy to halt any such deliveries. In addition, DWR may reclassify deliveries of Buyer's Table A water up to the amount that was delivered outside of Buyer's service area.

11. PAYMENT

Within 30 days of June 15, 2015, DWR will invoice each Buyer for the purchase price of the Pool Water allocated in 2015. DWR will also invoice each Buyer for the purchase price of the Pool Water allocated in 2016 within 30 days of June 15, 2016. Payment shall be due 45 days from the date of the invoice. Likewise, DWR will pay each Seller for the Pool Water sold each year within 30 days after DWR has received payment from all Buyers.

12. CHARGES

Buyer shall pay to DWR the following charges for water delivered 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 Buyer's Water Supply Contract. Charges shall be determined for the year the Pool Water is delivered to Buyer.

- a. When Buyer's allocated portion of Pool Water is delivered to Buyer's turnout, Buyer shall pay to DWR the charges associated with the delivery of the Pool Water to its designated delivery points. Buyer shall pay the Variable Operation, Maintenance, Power, and Replacement Components of the Transportation Charge and the Off-Aqueduct Power Facilities cost for each acre-foot of Pool Water delivered.
- b. In addition to the charges identified above, Buyer agrees to pay to DWR any additional 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.
- c. Payment terms in this Agreement shall be in accordance with Buyer's Water Supply Contract.

13. APPROVAL

The delivery of Pool Water under this Agreement shall be contingent on, and subject to, any necessary approvals, including any Buyer's and Seller's board approvals, and shall be governed by the terms and conditions of such approval(s) and any other applicable regulation in effect at the time of delivery. Buyers and Sellers shall be responsible for complying with all applicable laws and regulations and for securing any required consent, permit, or order. Buyer and Seller shall furnish to DWR copies of all approvals and agreements required for the delivery of Pool Water under this Agreement.

14. NO IMPACTS

This Water Pool Program 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. Each Participant in the Water Pool Program shall be responsible, as determined by DWR, for any adverse impacts that may result from the delivery of water under this Agreement.

15. WATER DELIVERY RECORDS

DWR will maintain records documenting the delivery of Pool Water under this Agreement to Buyer. Participant shall certify to the State Water Project Analysis Office (Attn: Chief, Water Contracts Branch, Fax (916) 653-9628) by January 31 of each year the amount of Pool Water that is delivered under this Water Pool Program for the previous calendar year.

16. ARTICLE 56(D)

Participants release DWR from any obligations it may have under Article 56(d) and shall not file any protest under Article 29 of the Water Supply Contract or make any other claims against DWR arising from DWR's implementation of this Agreement, the Water Pool Program and requirements of Article 56(d) during 2015 and 2016. DWR will continue to administer a Turnback Pool Program under Article 56(d).

17. LIABILITY

- a. Responsibility for water delivered under this Agreement shall be governed by Article 13 of Buyer's Water Supply Contract, with responsibilities for liabilities under the terms of that article shifting from DWR to Buyer when the water passes through Buyer's designated delivery points.
- b. Each Participant in this Water Pool Program agrees to indemnify, 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 for all protests, administrative actions, 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.
- c. If uncontrollable forces preclude DWR from delivering water under this Agreement, either partially or completely, then DWR is relieved from the obligation to deliver the water under this Agreement to the extent that DWR is reasonably unable to complete the obligation due to the uncontrollable force. Uncontrollable forces shall include, but are not limited to earthquakes, fires, tornadoes, floods, and other natural or human caused disasters. Buyers and Sellers under this program shall not be entitled to recover any administrative costs or other costs incurred under this Agreement if uncontrollable forces preclude DWR from delivering the Pool Water.

18. NO MODIFICATION OF WATER SUPPLY CONTRACTS

This Agreement shall not be interpreted to modify the terms or conditions of Buyer's or Seller's Water Supply Contract.

19. DISPUTE RESOLUTION

In the event of any dispute regarding interpretation or implementation of this Agreement, the Director of DWR or the authorized representatives from Buyers or Sellers shall endeavor to resolve the dispute by meeting within 30 days after the request of a Party. If the dispute is unresolved, the Parties shall use the services of a mutually acceptable consultant in an effort to resolve the dispute. Parties involved in the dispute shall share the fees and expenses of the consultant equally. If a consultant cannot be agreed upon, or if the consultant's recommendations are not acceptable to the Parties, and unless the Parties otherwise agree, the matter may be resolved by litigation and any Party may, at its option, pursue any available legal remedy including, but not limited to, injunctive and other equitable relief.

20. MODIFICATION OF AGREEMENT

No modification of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties to this Agreement.

21. PARAGRAPH HEADINGS

The paragraph headings of this Agreement are for the convenience of the Parties and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

22. TERMS TO BE REASONABLE

Where the terms of this Agreement provide for actions to be based upon the opinion, judgment, approval, review, or determination of any party, such terms are to be construed as providing that such opinion, judgment, approval, review, or determination be reasonable.

23. SIGNATURE CLAUSE

The signatories represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. A copy of the resolution or other documentation authorizing Participant to enter into this Agreement shall be delivered to DWR.

24. EXECUTION BY COUNTERPARTS

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. Immediately after execution, Participant shall transmit a copy of the executed Agreement by facsimile or electronic file to Robert B. Cooke, Chief, State Water Project Analysis Office at (916) 653-9628 or swpao-chief@water.ca.gov.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement.

Approved as to Legal Form  
and Sufficiency

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

\_\_\_\_\_  
Chief Counsel  
Department of Water Resources

\_\_\_\_\_  
Robert B. Cooke  
Division Chief, SWPAO

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Date \_\_\_\_\_

# ATTACHMENT A

## AGREEMENT TO SELL/PURCHASE WATER IN THE 2015-2016 MULTI-YEAR WATER POOL PROGRAM

Agency Name: \_\_\_\_\_

POOL WATER QUANTITIES																																
2015		2015 Final SWP Allocations																														
		10%		15%		20%		25%		30%		35%		40%		45%		50%		55%		60%		65%		≥70%						
		2016 (Request based on final 2015 SWP Allocations)																														
June 1st Allocation	S*	B*	Amount (AF)	S*	B*	Amount (AF)	S*	B*	Amount (AF)	S*	B*	Amount (AF)	S*	B*	Amount (AF)	S*	B*	Amount (AF)	S*	B*	Amount (AF)	S*	B*	Amount (AF)	S*	B*	Amount (AF)	S*	B*	Amount (AF)	\$/AF	
96-100 %																																25
91-95%																																25
86-90%																																25
81-85%																																35
76-80%																																46
71-75%																																46
66-70%																																100
61-65%																																115
56-60%																																138
51-55%																																161
46-50%																																184
41-45%																																207
36-40%																																230
31-35%																																253
26-30%																																276
21-25%																																299
16-20%																																322
11-15%																																345
6-10%																																368
1-5%																																391
0%																																414

**Note: S\* = Sell; B\* = Buy**