



Appendix A

Legislative Requirements



WATER CODE - WAT

DIVISION 6. CONSERVATION, DEVELOPMENT, AND UTILIZATION OF STATE WATER RESOURCES [10000 - 12999] (Heading of Division 6 amended by Stats. 1957, Ch. 1932.)

PART 2.55. SUSTAINABLE WATER USE AND DEMAND REDUCTION [10608 - 10609.42] (Part 2.55 added by Stats.2009, 7th Ex. Sess., Ch. 4, Sec. 1.)

CHAPTER 1. General Declarations and Policy [10608 - 10608.8] (Chapter 1 added by Stats. 2009, 7th Ex. Sess., Ch. 4, Sec. 1.)

10608.

The Legislature finds and declares all of the following:

- (a) Water is a public resource that the California Constitution protects against waste and unreasonable use.
- (b) Growing population, climate change, and the need to protect and grow California's economy while protecting and restoring our fish and wildlife habitats make it essential that the state manage its water resources as efficiently as possible.
- (c) Diverse regional water supply portfolios will increase water supply reliability and reduce dependence on the Delta.
- (d) Reduced water use through conservation provides significant energy and environmental benefits, and can help protect water quality, improve stream flows, and reduce greenhouse gas emissions.
- (e) The success of state and local water conservation programs to increase efficiency of water use is best determined on the basis of measurable outcomes related to water use or efficiency.
- (f) Improvements in technology and management practices offer the potential for increasing water efficiency in California over time, providing an essential water management tool to meet the need for water for urban, agricultural, and environmental uses.
- (g) The Governor has called for a 20 percent per capita reduction in urban water use statewide by 2020.
- (h) The factors used to formulate water use efficiency targets can vary significantly from location to location based on factors including weather, patterns of urban and suburban development, and past efforts to enhance water use efficiency.
- (i) Per capita water use is a valid measure of a water provider's efforts to reduce urban water use within its service area. However, per capita water use is less useful for measuring relative water use efficiency between different water providers. Differences in weather, historical patterns of urban and suburban development, and density of housing in a particular location need to be considered when assessing per capita water use as a measure of efficiency.

(Added by Stats. 2009, 7th Ex. Sess., Ch. 4, Sec. 1. (SB 7 7x) Effective February 3, 2010.)

10608.4

It is the intent of the Legislature, by the enactment of this part, to do all of the following:

- (a) Require all water suppliers to increase the efficiency of use of this essential resource.
- (b) Establish a framework to meet the state targets for urban water conservation identified in this part and called for by the Governor.
- (c) Measure increased efficiency of urban water use on a per capita basis.
- (d) Establish a method or methods for urban retail water suppliers to determine targets for achieving increased water use efficiency by the year 2020, in accordance with the Governor's goal of a 20-percent reduction.
- (e) Establish consistent water use efficiency planning and implementation standards for urban water suppliers and agricultural water suppliers.
- (f) Promote urban water conservation standards that are consistent with the California Urban Water Conservation Council's adopted best management practices and the requirements for demand management in Section 10631.
- (g) Establish standards that recognize and provide credit to water suppliers that made substantial capital investments in urban water conservation since the drought of the early 1990s.
- (h) Recognize and account for the investment of urban retail water suppliers in providing recycled water for beneficial uses.
- (i) Require implementation of specified efficient water management practices for agricultural water suppliers.
- (j) Support the economic productivity of California's agricultural, commercial, and industrial sectors.
- (k) Advance regional water resources management.

(Added by Stats. 2009, 7th Ex. Sess., Ch. 4, Sec. 1. (SB 7 7x) Effective February 3, 2010.)



10608.8

(a) (1) Water use efficiency measures adopted and implemented pursuant to this part or Part 2.8 (commencing with Section 10800) are water conservation measures subject to the protections provided under Section 1011.

(2) Because an urban agency is not required to meet its urban water use target until 2020 pursuant to subdivision

(a) of Section 10608.24, an urban retail water supplier's failure to meet those targets shall not establish a violation of law for purposes of any state administrative or judicial proceeding prior to January 1, 2021.

Nothing in this paragraph limits the use of data reported to the department or the board in litigation or an administrative proceeding. This paragraph shall become inoperative on January 1, 2021.

(3) To the extent feasible, the department and the board shall provide for the use of water conservation reports required under this part to meet the requirements of Section 1011 for water conservation reporting.

(b) This part does not limit or otherwise affect the application of Chapter 3.5 (commencing with Section 11340), Chapter 4 (commencing with Section 11370), Chapter 4.5 (commencing with Section 11400), and Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.

(c) This part does not require a reduction in the total water used in the agricultural or urban sectors, because other factors, including, but not limited to, changes in agricultural economics or population growth may have greater effects on water use. This part does not limit the economic productivity of California's agricultural, commercial, or industrial sectors.

(d) The requirements of this part do not apply to an agricultural water supplier that is a party to the Quantification Settlement Agreement, as defined in subdivision (a) of Section 1 of Chapter 617 of the Statutes of 2002, during the period within which the Quantification Settlement Agreement remains in effect. After the expiration of the Quantification Settlement Agreement, to the extent conservation water projects implemented as part of the Quantification Settlement Agreement remain in effect, the conserved water created as part of those projects shall be credited against the obligations of the agricultural water supplier pursuant to this part.

(Added by Stats. 2009, 7th Ex. Sess., Ch. 4, Sec. 1. (SB 7 7x) Effective February 3, 2010.)



WATER CODE - WAT

DIVISION 6. CONSERVATION, DEVELOPMENT, AND UTILIZATION OF STATE WATER RESOURCES [10000 - 12999] (*Heading of Division 6 amended by Stats. 1957, Ch. 1932.*)

PART 2.55. SUSTAINABLE WATER USE AND DEMAND REDUCTION [10608 - 10609.42] (*Part 2.55 added by Stats. 2009, 7th Ex. Sess., Ch. 4, Sec. 1.*)

CHAPTER 9. Urban Water Use Objectives and Water Use Reporting [10609 - 10609.38] (*Chapter 9 added by Stats. 2018, Ch. 15, Sec. 7.*)

10609. (a) The Legislature finds and declares that this chapter establishes a method to estimate the aggregate amount of water that would have been delivered the previous year by an urban retail water supplier if all that water had been used efficiently. This estimated aggregate water use is the urban retail water supplier's urban water use objective. The method is based on water use efficiency standards and local service area characteristics for that year. By comparing the amount of water actually used in the previous year with the urban water use objective, local urban water suppliers will be in a better position to help eliminate unnecessary use of water; that is, water used in excess of that needed to accomplish the intended beneficial use.

(b) The Legislature further finds and declares all of the following:

(1) This chapter establishes standards and practices for the following water uses:

(A) Indoor residential use.

(B) Outdoor residential use.

(C) CII water use.

(D) Water losses.

(E) Other unique local uses and situations that can have a material effect on an urban water supplier's total water use.

(2) This chapter further does all of the following:

(A) Establishes a method to calculate each urban water use objective.

(B) Considers recycled water quality in establishing efficient irrigation standards.

(C) Requires the department to provide or otherwise identify data regarding the unique local conditions to support the calculation of an urban water use objective.

(D) Provides for the use of alternative sources of data if alternative sources are shown to be as accurate as, or more accurate than, the data provided by the department.

(E) Requires annual reporting of the previous year's water use with the urban water use objective.

(F) Provides a bonus incentive for the amount of potable recycled water used the previous year when comparing the previous year's water use with the urban water use objective, of up to 10 percent of the urban water use objective.

(3) This chapter requires the department and the board to solicit broad public participation from stakeholders and other interested persons in the development of the standards and the adoption of regulations pursuant to this chapter.

(4) This chapter preserves the Legislature's authority over long-term water use efficiency target setting and ensures appropriate legislative oversight of the implementation of this chapter by doing all of the following:

(A) Requiring the Legislative Analyst to conduct a review of the implementation of this chapter, including compliance with the adopted standards and regulations, accuracy of the data, use of alternate data, and other

issues the Legislative Analyst deems appropriate.

(B) Stating legislative intent that the director of the department and the chairperson of the board appear before the appropriate Senate and Assembly policy committees to report on progress in implementing this chapter.

(C) Providing one-time-only authority to the department and board to adopt water use efficiency standards, except as explicitly provided in this chapter. Authorization to update the standards shall require separate legislation.

(c) It is the intent of the Legislature that the following principles apply to the development and implementation of long-term standards and urban water use objectives:

(1) Local urban retail water suppliers should have primary responsibility for meeting standards-based water use targets, and they shall retain the flexibility to develop their water supply portfolios, design and implement water conservation strategies, educate their customers, and enforce their rules.

(2) Long-term standards and urban water use objectives should advance the state's goals to mitigate and adapt to climate change.

(3) Long-term standards and urban water use objectives should acknowledge the shade, air quality, and heat-island reduction benefits provided to communities by trees through the support of water-efficient irrigation practices that keep trees healthy.

(4) The state should identify opportunities for streamlined reporting, eliminate redundant data submissions, and incentivize open access to data collected by urban and agricultural water suppliers.

(Amended by Stats. 2019, Ch. 497, Sec. 287. (AB 991) Effective January 1, 2020.)

10609.2. (a) The board, in coordination with the department, shall adopt long-term standards for the efficient use of water pursuant to this chapter on or before June 30, 2022.

(b) Standards shall be adopted for all of the following:

(1) Outdoor residential water use.

(2) Outdoor irrigation of landscape areas with dedicated irrigation meters in connection with CII water use.

(3) A volume for water loss.

(c) When adopting the standards under this section, the board shall consider the policies of this chapter and the proposed efficiency standards' effects on local wastewater management, developed and natural parklands, and urban tree health. The standards and potential effects shall be identified by May 30, 2022. The board shall allow for public comment on potential effects identified by the board under this subdivision.

(d) The long-term standards shall be set at a level designed so that the water use objectives, together with other demands excluded from the long-term standards such as CII indoor water use and CII outdoor water use not connected to a dedicated landscape meter, would exceed the statewide conservation targets required pursuant to Chapter 3 (commencing with Section 10608.16).

(e) The board, in coordination with the department, shall adopt by regulation variances recommended by the department pursuant to Section 10609.14 and guidelines and methodologies pertaining to the calculation of an urban retail water supplier's urban water use objective recommended by the department pursuant to Section 10609.16.

(Added by Stats. 2018, Ch. 15, Sec. 7. (AB 1668) Effective January 1, 2019.)

10609.4. (a) (1) Until January 1, 2025, the standard for indoor residential water use shall be 55 gallons per capita daily.

(2) Beginning January 1, 2025, and until January 1, 2030, the standard for indoor residential water use shall be the greater of 52.5 gallons per capita daily or a standard recommended pursuant to subdivision (b).

(3) Beginning January 1, 2030, the standard for indoor residential water use shall be the greater of 50 gallons per capita daily or a standard recommended pursuant to subdivision (b).

(b) (1) The department, in coordination with the board, shall conduct necessary studies and investigations and may jointly recommend to the Legislature a standard for indoor residential water use that more appropriately reflects best practices for indoor residential water use than the standard described in subdivision (a). A report on the results of the studies and investigations shall be made to the chairpersons of the relevant policy committees of each house of the Legislature by January 1, 2021, and shall include information necessary to support the recommended standard, if there is one. The studies and investigations shall also include an analysis of the benefits and impacts of how the changing standard for indoor residential water use will impact water and wastewater

management, including potable water usage, wastewater, recycling and reuse systems, infrastructure, operations, and supplies.

(2) The studies, investigations, and report described in paragraph (1) shall include collaboration with, and input from, a broad group of stakeholders, including, but not limited to, environmental groups, experts in indoor plumbing, and water, wastewater, and recycled water agencies.

(Added by Stats. 2018, Ch. 15, Sec. 7. (AB 1668) Effective January 1, 2019.)

10609.6. (a) (1) The department, in coordination with the board, shall conduct necessary studies and investigations and recommend, no later than October 1, 2021, standards for outdoor residential use for adoption by the board in accordance with this chapter.

(2) (A) The standards shall incorporate the principles of the model water efficient landscape ordinance adopted by the department pursuant to the Water Conservation in Landscaping Act (Article 10.8 (commencing with Section 65591) of Chapter 3 of Division 1 of Title 7 of the Government Code).

(B) The standards shall apply to irrigable lands.

(C) The standards shall include provisions for swimming pools, spas, and other water features. Ornamental water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, shall be analyzed separately from swimming pools and spas.

(b) The department shall, by January 1, 2021, provide each urban retail water supplier with data regarding the area of residential irrigable lands in a manner that can reasonably be applied to the standards adopted pursuant to this section.

(c) The department shall not recommend standards pursuant to this section until it has conducted pilot projects or studies, or some combination of the two, to ensure that the data provided to local agencies are reasonably accurate for the data's intended uses, taking into consideration California's diverse landscapes and community characteristics.

(Added by Stats. 2018, Ch. 15, Sec. 7. (AB 1668) Effective January 1, 2019.)

10609.8. (a) The department, in coordination with the board, shall conduct necessary studies and investigations and recommend, no later than October 1, 2021, standards for outdoor irrigation of landscape areas with dedicated irrigation meters or other means of calculating outdoor irrigation use in connection with CII water use for adoption by the board in accordance with this chapter.

(b) The standards shall incorporate the principles of the model water efficient landscape ordinance adopted by the department pursuant to the Water Conservation in Landscaping Act (Article 10.8 (commencing with Section 65591) of Chapter 3 of Division 1 of Title 7 of the Government Code).

(c) The standards shall include an exclusion for water for commercial agricultural use meeting the definition of subdivision (b) of Section 51201 of the Government Code.

(Added by Stats. 2018, Ch. 15, Sec. 7. (AB 1668) Effective January 1, 2019.)

10609.9. For purposes of Sections 10609.6 and 10609.8, "principles of the model water efficient landscape ordinance" means those provisions of the model water efficient landscape ordinance applicable to the establishment or determination of the amount of water necessary to efficiently irrigate both new and existing landscapes. These provisions include, but are not limited to, all of the following:

(a) Evapotranspiration adjustment factors, as applicable.

(b) Landscape area.

(c) Maximum applied water allowance.

(d) Reference evapotranspiration.

(e) Special landscape areas, including provisions governing evapotranspiration adjustment factors for different types of water used for irrigating the landscape.

(Added by Stats. 2018, Ch. 15, Sec. 7. (AB 1668) Effective January 1, 2019.)

10609.10. (a) The department, in coordination with the board, shall conduct necessary studies and investigations and recommend, no later than October 1, 2021, performance measures for CII water use for adoption by the board in accordance with this chapter.

(b) Prior to recommending performance measures for CII water use, the department shall solicit broad public participation from stakeholders and other interested persons relating to all of the following:

- (1) Recommendations for a CII water use classification system for California that address significant uses of water.
- (2) Recommendations for setting minimum size thresholds for converting mixed CII meters to dedicated irrigation meters, and evaluation of, and recommendations for, technologies that could be used in lieu of requiring dedicated irrigation meters.
- (3) Recommendations for CII water use best management practices, which may include, but are not limited to, water audits and water management plans for those CII customers that exceed a recommended size, volume of water use, or other threshold.

(c) Recommendations of appropriate performance measures for CII water use shall be consistent with the October 21, 2013, report to the Legislature by the Commercial, Industrial, and Institutional Task Force entitled "Water Use Best Management Practices," including the technical and financial feasibility recommendations provided in that report, and shall support the economic productivity of California's commercial, industrial, and institutional sectors.

(d) (1) The board, in coordination with the department, shall adopt performance measures for CII water use on or before June 30, 2022.

(2) Each urban retail water supplier shall implement the performance measures adopted by the board pursuant to paragraph (1).

(Added by Stats. 2018, Ch. 15, Sec. 7. (AB 1668) Effective January 1, 2019.)

10609.12. The standards for water loss for urban retail water suppliers shall be the standards adopted by the board pursuant to subdivision (i) of Section 10608.34.

(Added by Stats. 2018, Ch. 15, Sec. 7. (AB 1668) Effective January 1, 2019.)

10609.14. (a) The department, in coordination with the board, shall conduct necessary studies and investigations and, no later than October 1, 2021, recommend for adoption by the board in accordance with this chapter appropriate variances for unique uses that can have a material effect on an urban retail water supplier's urban water use objective.

(b) Appropriate variances may include, but are not limited to, allowances for the following:

- (1) Significant use of evaporative coolers.
- (2) Significant populations of horses and other livestock.
- (3) Significant fluctuations in seasonal populations.
- (4) Significant landscaped areas irrigated with recycled water having high levels of total dissolved solids.
- (5) Significant use of water for soil compaction and dust control.
- (6) Significant use of water to supplement ponds and lakes to sustain wildlife.
- (7) Significant use of water to irrigate vegetation for fire protection.
- (8) Significant use of water for commercial or noncommercial agricultural use.

(c) The department, in recommending variances for adoption by the board, shall also recommend a threshold of significance for each recommended variance.

(d) Before including any specific variance in calculating an urban retail water supplier's water use objective, the urban retail water supplier shall request and receive approval by the board for the inclusion of that variance.

(e) The board shall post on its Internet Web site all of the following:

- (1) A list of all urban retail water suppliers with approved variances.
- (2) The specific variance or variances approved for each urban retail water supplier.
- (3) The data supporting approval of each variance.

(Added by Stats. 2018, Ch. 15, Sec. 7. (AB 1668) Effective January 1, 2019.)

10609.15. To help streamline water data reporting, the department and the board shall do all of the following:

(a) Identify urban water reporting requirements shared by both agencies, and post on each agency's Internet Web site how the data is used for planning, regulatory, or other purposes.

(b) Analyze opportunities for more efficient publication of urban water reporting requirements within each agency, and analyze how each agency can integrate various data sets in a publicly accessible location, identify priority actions, and implement priority actions identified in the analysis.

(c) Make appropriate data pertaining to the urban water reporting requirements that are collected by either agency available to the public according to the principles and requirements of the Open and Transparent Water Data Act (Part 4.9 (commencing with Section 12400)).

(Added by Stats. 2018, Ch. 15, Sec. 7. (AB 1668) Effective January 1, 2019.)

10609.16. The department, in coordination with the board, shall conduct necessary studies and investigations and recommend, no later than October 1, 2021, guidelines and methodologies for the board to adopt that identify how an urban retail water supplier calculates its urban water use objective. The guidelines and methodologies shall address, as necessary, all of the following:

(a) Determining the irrigable lands within the urban retail water supplier's service area.

(b) Updating and revising methodologies described pursuant to subparagraph (A) of paragraph (1) of subdivision (h) of Section 10608.20, as appropriate, including methodologies for calculating the population in an urban retail water supplier's service area.

(c) Using landscape area data provided by the department or alternative data.

(d) Incorporating precipitation data and climate data into estimates of a urban retail water supplier's outdoor irrigation budget for its urban water use objective.

(e) Estimating changes in outdoor landscape area and population, and calculating the urban water use objective, for years when updated landscape imagery is not available from the department.

(f) Determining acceptable levels of accuracy for the supporting data, the urban water use objective, and compliance with the urban water use objective.

(Added by Stats. 2018, Ch. 15, Sec. 7. (AB 1668) Effective January 1, 2019.)

10609.18. The department and the board shall solicit broad public participation from stakeholders and other interested persons in the development of the standards and the adoption of regulations pursuant to this chapter. The board shall hold at least one public meeting before taking any action on any standard or variance recommended by the department.

(Added by Stats. 2018, Ch. 15, Sec. 7. (AB 1668) Effective January 1, 2019.)

10609.20. (a) Each urban retail water supplier shall calculate its urban water use objective no later than January 1, 2024, and by January 1 every year thereafter.

(b) The calculation shall be based on the urban retail water supplier's water use conditions for the previous calendar or fiscal year.

(c) Each urban water supplier's urban water use objective shall be composed of the sum of the following:

(1) Aggregate estimated efficient indoor residential water use.

(2) Aggregate estimated efficient outdoor residential water use.

(3) Aggregate estimated efficient outdoor irrigation of landscape areas with dedicated irrigation meters or equivalent technology in connection with CII water use.

(4) Aggregate estimated efficient water losses.

(5) Aggregate estimated water use in accordance with variances, as appropriate.

(d) (1) An urban retail water supplier that delivers water from a groundwater basin, reservoir, or other source that is augmented by potable reuse water may adjust its urban water use objective by a bonus incentive calculated pursuant to this subdivision.

(2) The water use objective bonus incentive shall be the volume of its potable reuse delivered to residential water users and to landscape areas with dedicated irrigation meters in connection with CII water use, on an acre-foot basis.

(3) The bonus incentive pursuant to paragraph (1) shall be limited in accordance with one of the following:

(A) The bonus incentive shall not exceed 15 percent of the urban water supplier's water use objective for any potable reuse water produced at an existing facility.

(B) The bonus incentive shall not exceed 10 percent of the urban water supplier's water use objective for any potable reuse water produced at any facility that is not an existing facility.

(4) For purposes of this subdivision, "existing facility" means a facility that meets all of the following:

(A) The facility has a certified environmental impact report, mitigated negative declaration, or negative declaration on or before January 1, 2019.

(B) The facility begins producing and delivering potable reuse water on or before January 1, 2022.

(C) The facility uses microfiltration and reverse osmosis technologies to produce the potable reuse water.

(e) (1) The calculation of the urban water use objective shall be made using landscape area and other data provided by the department and pursuant to the standards, guidelines, and methodologies adopted by the board. The department shall provide data to the urban water supplier at a level of detail sufficient to allow the urban water supplier to verify its accuracy at the parcel level.

(2) Notwithstanding paragraph (1), an urban retail water supplier may use alternative data in calculating the urban water use objective if the supplier demonstrates to the department that the alternative data are equivalent, or superior, in quality and accuracy to the data provided by the department. The department may provide technical assistance to an urban retail water supplier in evaluating whether the alternative data are appropriate for use in calculating the supplier's urban water use objective.

(Amended by Stats. 2019, Ch. 239, Sec. 2. (AB 1414) Effective January 1, 2020.)

10609.21. (a) For purposes of Section 10609.20, and notwithstanding paragraph (4) of subdivision (d) of Section 10609.20, "existing facility" also includes the North City Project, phase one of the Pure Water San Diego Program, for which an environmental impact report was certified on April 10, 2018.

(b) This section shall become operative on January 1, 2019.

(Added by Stats. 2018, Ch. 453, Sec. 4. (SB 875) Effective September 17, 2018. Section operative January 1, 2019, by its own provisions.)

10609.22. (a) An urban retail water supplier shall calculate its actual urban water use no later than January 1, 2024, and by January 1 every year thereafter.

(b) The calculation shall be based on the urban retail water supplier's water use for the previous calendar or fiscal year.

(c) Each urban water supplier's urban water use shall be composed of the sum of the following:

(1) Aggregate residential water use.

(2) Aggregate outdoor irrigation of landscape areas with dedicated irrigation meters in connection with CII water use.

(3) Aggregate water losses.

(Amended by Stats. 2019, Ch. 239, Sec. 3. (AB 1414) Effective January 1, 2020.)

10609.24. (a) An urban retail water supplier shall submit a report to the department no later than January 1, 2024, and by January 1 every year thereafter. The report shall include all of the following:

(1) The urban water use objective calculated pursuant to Section 10609.20 along with relevant supporting data.

(2) The actual urban water use calculated pursuant to Section 10609.22 along with relevant supporting data.

(3) Documentation of the implementation of the performance measures for CII water use.

(4) A description of the progress made towards meeting the urban water use objective.

(5) The validated water loss audit report conducted pursuant to Section 10608.34.

(b) The department shall post the reports and information on its internet website.

(c) The board may issue an information order or conservation order to, or impose civil liability on, an entity or individual for failure to submit a report required by this section.

(Amended by Stats. 2019, Ch. 239, Sec. 4. (AB 1414) Effective January 1, 2020.)

10609.25. As part of the first report submitted to the department by an urban retail water supplier no later than January 1, 2024, pursuant to subdivision (a) of Section 10609.24, each urban retail water supplier shall provide a

narrative that describes the water demand management measures that the supplier plans to implement to achieve its urban water use objective by January 1, 2027.

(Added by Stats. 2019, Ch. 239, Sec. 5. (AB 1414) Effective January 1, 2020.)

10609.26. (a) (1) On and after January 1, 2024, the board may issue informational orders pertaining to water production, water use, and water conservation to an urban retail water supplier that does not meet its urban water use objective required by this chapter. Informational orders are intended to obtain information on supplier activities, water production, and conservation efforts in order to identify technical assistance needs and assist urban water suppliers in meeting their urban water use objectives.

(2) In determining whether to issue an informational order, the board shall consider the degree to which the urban retail water supplier is not meeting its urban water use objective, information provided in the report required by Section 10609.24, and actions the urban retail water supplier has implemented or will implement in order to help meet the urban water use objective.

(3) The board shall share information received pursuant to this subdivision with the department.

(4) An urban water supplier may request technical assistance from the department. The technical assistance may, to the extent available, include guidance documents, tools, and data.

(b) On and after January 1, 2025, the board may issue a written notice to an urban retail water supplier that does not meet its urban water use objective required by this chapter. The written notice may warn the urban retail water supplier that it is not meeting its urban water use objective described in Section 10609.20 and is not making adequate progress in meeting the urban water use objective, and may request that the urban retail water supplier address areas of concern in its next annual report required by Section 10609.24. In deciding whether to issue a written notice, the board may consider whether the urban retail water supplier has received an informational order, the degree to which the urban retail water supplier is not meeting its urban water use objective, information provided in the report required by Section 10609.24, and actions the urban retail water supplier has implemented or will implement in order to help meet its urban water use objective.

(c) (1) On and after January 1, 2026, the board may issue a conservation order to an urban retail water supplier that does not meet its urban water use objective. A conservation order may consist of, but is not limited to, referral to the department for technical assistance, requirements for education and outreach, requirements for local enforcement, and other efforts to assist urban retail water suppliers in meeting their urban water use objective.

(2) In issuing a conservation order, the board shall identify specific deficiencies in an urban retail water supplier's progress towards meeting its urban water use objective, and identify specific actions to address the deficiencies.

(3) The board may request that the department provide an urban retail water supplier with technical assistance to support the urban retail water supplier's actions to remedy the deficiencies.

(d) A conservation order issued in accordance with this chapter may include requiring actions intended to increase water-use efficiency, but shall not curtail or otherwise limit the exercise of a water right, nor shall it require the imposition of civil liability pursuant to Section 377.

(Amended by Stats. 2019, Ch. 239, Sec. 6. (AB 1414) Effective January 1, 2020.)

10609.27. Notwithstanding Section 10609.26, the board shall not issue an information order, written notice, or conservation order pursuant to Section 10609.26 if both of the following conditions are met:

(a) The board determines that the urban retail water supplier is not meeting its urban water use objective solely because the volume of water loss exceeds the urban retail water supplier's standard for water loss.

(b) Pursuant to Section 10608.34, the board is taking enforcement action against the urban retail water supplier for not meeting the performance standards for the volume of water losses.

(Added by Stats. 2019, Ch. 203, Sec. 1. (SB 134) Effective January 1, 2020.)

10609.28. The board may issue a regulation or informational order requiring a wholesale water supplier, an urban retail water supplier, or a distributor of a public water supply, as that term is used in Section 350, to provide a monthly report relating to water production, water use, or water conservation.

(Added by Stats. 2018, Ch. 14, Sec. 12. (SB 606) Effective January 1, 2019.)

10609.30. On or before January 10, 2024, the Legislative Analyst shall provide to the appropriate policy committees of both houses of the Legislature and the public a report evaluating the implementation of the water use efficiency

standards and water use reporting pursuant to this chapter. The board and the department shall provide the Legislative Analyst with the available data to complete this report.

(a) The report shall describe all of the following:

(1) The rate at which urban retail water users are complying with the standards, and factors that might facilitate or impede their compliance.

(2) The accuracy of the data and estimates being used to calculate urban water use objectives.

(3) Indications of the economic impacts, if any, of the implementation of this chapter on urban water suppliers and urban water users, including CII water users.

(4) The frequency of use of the bonus incentive, the volume of water associated with the bonus incentive, value to urban water suppliers of the bonus incentive, and any implications of the use of the bonus incentive on water use efficiency.

(5) The early indications of how implementing this chapter might impact the efficiency of statewide urban water use.

(6) Recommendations, if any, for improving statewide urban water use efficiency and the standards and practices described in this chapter.

(7) Any other issues the Legislative Analyst deems appropriate.

(Added by Stats. 2018, Ch. 14, Sec. 13. (SB 606) Effective January 1, 2019.)

10609.32. It is the intent of the Legislature that the chairperson of the board and the director of the department appear before the appropriate policy committees of both houses of the Legislature on or around January 1, 2026, and report on the implementation of the water use efficiency standards and water use reporting pursuant to this chapter. It is the intent of the Legislature that the topics to be covered include all of the following:

(a) The rate at which urban retail water suppliers are complying with the standards, and factors that might facilitate or impede their compliance.

(b) What enforcement actions have been taken, if any.

(c) The accuracy of the data and estimates being used to calculate urban water use objectives.

(d) Indications of the economic impacts, if any, of the implementation of this chapter on urban water suppliers and urban water users, including CII water users.

(e) The frequency of use of the bonus incentive, the volume of water associated with the bonus incentive, value to urban water suppliers of the bonus incentive, and any implications of the use of the bonus incentive on water use efficiency.

(f) An assessment of how implementing this chapter is affecting the efficiency of statewide urban water use.

(Added by Stats. 2018, Ch. 14, Sec. 14. (SB 606) Effective January 1, 2019.)

10609.34. Notwithstanding Section 15300.2 of Title 14 of the California Code of Regulations, an action of the board taken under this chapter shall be deemed to be a Class 8 action, within the meaning of Section 15308 of Title 14 of the California Code of Regulations, provided that the action does not involve relaxation of existing water conservation or water use standards.

(Added by Stats. 2018, Ch. 14, Sec. 15. (SB 606) Effective January 1, 2019.)

10609.36. (a) Nothing in this chapter shall be construed to determine or alter water rights. Sections 1010 and 1011 apply to water conserved through implementation of this chapter.

(b) Nothing in this chapter shall be construed to authorize the board to update or revise water use efficiency standards authorized by this chapter except as explicitly provided in this chapter. Authorization to update the standards beyond that explicitly provided in this chapter shall require separate legislation.

(c) Nothing in this chapter shall be construed to limit or otherwise affect the use of recycled water as seawater barriers for groundwater salinity management.

(Added by Stats. 2018, Ch. 14, Sec. 16. (SB 606) Effective January 1, 2019.)

10609.38. The board may waive the requirements of this chapter for a period of up to five years for any urban retail water supplier whose water deliveries are significantly affected by changes in water use as a result of damage from a disaster such as an earthquake or fire. In establishing the period of a waiver, the board shall take into

consideration the breadth of the damage and the time necessary for the damaged areas to recover from the disaster.

(Added by Stats. 2018, Ch. 14, Sec. 17. (SB 606) Effective January 1, 2019.)



DIVISION 6. CONSERVATION, DEVELOPMENT, AND UTILIZATION OF STATE WATER RESOURCES [10000 - 12999]
(*Heading of Division 6 amended by Stats. 1957, Ch. 1932.*)

PART 2.6. URBAN WATER MANAGEMENT PLANNING [10610 - 10657] (*Part 2.6 added by Stats. 1983, Ch. 1009, Sec..*)

CHAPTER 1. General Declaration and Policy [10610 - 10610.4] (*Chapter 1 added by Stats. 1983, Ch. 1009, Alec. 1.*)

[10610](#) This part shall be known and may be cited as the “Urban Water Management Planning Act.”

(*Added by Stats. 1983, Ch. 1009, Sec. 1.*)

[10610.2.](#) (a) The Legislature finds and declares all of the following:

(1) The waters of the state are a limited and renewable resource subject to ever-increasing demands.

(2) The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for that use and the implementation of those plans can best be accomplished at the local level.

(3) A long-term, reliable supply of water is essential to protect the productivity of California's businesses and economic climate, and increasing long-term water conservation among Californians, improving water use efficiency within the state's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

(4) As part of its long-range planning activities, every urban water supplier should make every effort to ensure the appropriate level of reliability in its water service sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry water years now and into the foreseeable future, and every urban water supplier should collaborate closely with local land-use authorities to ensure water demand forecasts are consistent with current land-use planning.

(5) Public health issues have been raised over a number of contaminants that have been identified in certain local and imported water supplies.

(6) Implementing effective water management strategies, including groundwater storage projects and recycled water projects, may require specific water quality and salinity targets for meeting groundwater basins water quality objectives and promoting beneficial use of recycled water.

(7) Water quality regulations are becoming an increasingly important factor in water agencies' selection of raw water sources, treatment alternatives, and modifications to existing treatment facilities.

(8) Changes in drinking water quality standards may also impact the usefulness of water supplies and may ultimately impact supply reliability.

(9) The quality of source supplies can have a significant impact on water management strategies and supply reliability.

(b) This part is intended to provide assistance to water agencies in carrying out their long-term resource planning responsibilities to ensure adequate water supplies to meet existing and future demands for water.

(*Amended by Stats. 201B, Ch. 14, Sec. 18. (SB 606) Effective January 1, 201 9.*)

[10610.4](#) The Legislature finds and declares that it is the policy of the state as follows:

(a) The management of urban water demands and efficient use of water shall be actively pursued to protect both the people of the state and their water resources.



CHAPTER 2. Definitions [10611 - 10618] (Chapter 2 added by Stats. 1983, Ch. 1009, iec. 1.)

[10611.](#) Unless the context otherwise requires, the definitions of this chapter govern the construction of this part.
(Added by Stats. 1983, Ch. 1009, Sec. 1.)

[10611.3](#) “Customer” means a purchaser of water from a water supplier who uses the water for municipal purposes, including residential, commercial, governmental, and industrial uses.
Added by renumbering Section 10612 by Stats. 2018, Ch. 14, Sec. 20. (SB 606) Effective January 1, 2019.)

[10611.5](#) “Demand management” means those water conservation measures, programs, and incentives that prevent the waste of water and promote the reasonable and efficient use and reuse of available supplies.
(Amended by Stats. 1995, Ch. 854, Sec. 3. Effective January 1, 1996.)

[10612](#) “Drought risk assessment” means a method that examines water shortage risks based on the driest five- year historic sequence for the agency’s water supply, as described in subdivision (b) of Section 10635.
(Added by Stats. 2018, Ch. 14, Sec. 21. (SB 606) Effective January 1, 2019.)

[10613.](#) “Efficient use” means those management measures that result in the most effective use of water so as to prevent its waste or unreasonable use or unreasonable method of use.
(Added by Stats. 1983, Ch. 1009, Exec. 1.)

[10614.](#) “Person” means any individual, firm, association, organization, partnership, business, trust, corporation, company, public agency, or any agency of such an entity.
(Added by Stats. 1983, Ch. 1009, Sec. 1.)

[10615.](#) “Plan” means an urban water management plan prepared pursuant to this part. A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities. The components of the plan may vary according to an individual community or area’s characteristics and its capabilities to efficiently use and conserve water. The plan shall address measures for residential, commercial, governmental, and industrial water demand management as set forth in Article 2 (commencing with Section 10630) of Chapter 3. In addition, a strategy and time schedule for implementation shall be included in the plan.
(Amended by Stats. 1995, Ch. 854, Sec. 4. Effective January 1, 1996.)

[10616.](#) “Public agency” means any board, commission, county, city and county, city, regional agency, district, or other public entity.
(Added by Stats. 1983, Ch. 1009, Sec. 1.)

[10616.5](#) “Recycled water” means the reclamation and reuse of wastewater for beneficial use.
(Added by Stats. 1995, Ch. 854, Sec. 5. Effective January 1, 1996)

[10617.](#) “Urban water supplier” means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water



supplied from public water systems subject to Chapter 4 (commencing with Section 116275) of Part 12 of Division 104 of the Health and Safety Code.

(Amended by Stats. 1996, Ch. 1023, Sec. 428. Effective January 29, 1996.)

[10617.5](#) “Water shortage contingency plan” means a document that incorporates the provisions detailed in subdivision (a) of Section 10632 and is subsequently adopted by an urban water supplier pursuant to this article.

(Added by Stats. 2018, Ch. 14, Sec. 22. (SB 606) Effective January 1, 2019)

[10618](#) “Water supply and demand assessment” means a method that looks at current year and one or more dry year supplies and demands for determining water shortage risks, as described in Section 10632.1.

(Added by Stats. 2018, Ch. 14, Sec. 23 (SB 606). Effective January 1, 2019)



CHAPTER 3. Urban Water Management Plans [10620 - 10645] (Chapter 3 added by Stabs. 1983, Ch. 1009, Sec. 1.)

ARTICLE 1. General Provisions [10620 - 1 0621] (Article 1 added by Stats. 1 983, Ch. 1009, Sec. 1.)

- [10620.](#) (a) Every urban water supplier shall prepare and adopt an urban water management plan in the manner set forth in Article 3 (commencing with Section 10640).
- (b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.
- (c) An urban water supplier indirectly providing water shall not include planning elements in its water management plan as provided in Article 2 (commencing with Section 10630) that would be applicable to urban water suppliers or public agencies directly providing water, or to their customers, without the consent of those suppliers or public agencies.
- (d) (l) An urban water supplier may satisfy the requirements of this part by participation in areawide, regional, watershed, or basinwide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation, efficient water use, and improved local drought resilience.
- (2) Notwithstanding paragraph (1), each urban water supplier shall develop its own water shortage contingency plan, but an urban water supplier may incorporate, collaborate, and otherwise share information with other urban water suppliers or other governing entities participating in an areawide, regional, watershed, or basinwide urban water management plan, an agricultural management plan, or groundwater sustainability plan development.
- (3) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.
- (e) The urban water supplier may prepare the plan with its own staff, by contract, or in cooperation with other governmental agencies.
- (f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.
- (Amended by Stats. 2018, Ch. 14, Sec. 24. (SB 606) Effective January 1, 2019.)*

- [10621](#) (a) Each urban water supplier shall update its plan at least once every five years on or before July 1, in years ending in six and one, incorporating updated and new information from the five years preceding each update.
- (b) Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days before the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notice pursuant to this subdivision.
- (c) An urban water supplier regulated by the Public Utilities Commission shall include its most recent plan and water shortage contingency plan as part of the supplier's general rate case filings.
- (d) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640)
- (e) Each urban water supplier shall update and submit its 2015 plan to the department by July1, 2016



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(f) Each urban water supplier shall update and submit its 2020 plan to the department by July 1,2021

(Amended by Stats. 2019, Ch. 239, Sec. 7. (AB 1414) Effective January 1, 2020.)



CHAPTER 3. Urban Water Management Plans [10620 - 10645] (Chapter 3 added by Stats. 1983, Ch. 1009, Sec. 1.)

ARTICLE 2. Contents of Plans [10630 - 10634] (Article 2 added by Stats. 1983, Ch. 1009, Sec. 1.)

[10630](#) It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied, while accounting for impacts from climate change.

(Amended by Stats. 2018, Ch. 14, Sec. 26. (SB 606) Effective January 1, 2019.)

[10630.5](#) Each plan shall include a simple lay description of how much water the agency has on a reliable basis, how much it needs for the foreseeable future, what the agency's strategy is for meeting its water needs, the challenges facing the agency, and any other information necessary to provide a general understanding of the agency's plan.

(Added by Stats. 2018, Ch. 14, Sec. 27. (SB 606) Effective January 1, 2019.)

[10631](#) A plan shall be adopted in accordance with this chapter that shall do all of the following:

(a) Describe the service area of the supplier, including current and projected population, climate, and other social, economic, and demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available. The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including, where appropriate, land use information obtained from local or regional land use authorities, as developed pursuant to Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code.

(b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a), providing supporting and related information, including all of the following:

(1) A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.

(2) When multiple sources of water supply are identified, a description of the management of each supply in correlation with the other identified supplies.

(3) For any planned sources of water supply, a description of the measures that are being undertaken to acquire and develop those water supplies.

(4) If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information:

The current version of any groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720), any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management for basins underlying the urban water supplier's service area.



(A) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For basins that a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For a basin that has not been adjudicated, information as to whether the department has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to coordinate with groundwater sustainability agencies or groundwater management agencies listed in subdivision (c) of Section 10723 to maintain or achieve sustainable groundwater conditions in accordance with a groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720).

(B) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(C) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(c) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.

(d) (I) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following:

(A) Single-family residential.

(B) Multifamily.

(C) Commercial.

(D) Industrial.

(E) Institutional and governmental.

(F) Landscape.

(G) Sales to other agencies.

(H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.

(I) Agricultural.

(J) Distribution system water loss.

(2) The water use projections shall be in the same five-year increments described in subdivision (a).

(3) (A) The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section 10608.34.

(B) The distribution system water loss quantification shall be reported in accordance with a worksheet approved or developed by the department through a public process. The water loss quantification worksheet shall be based on the water system balance methodology developed by the American Water Works Association.

(C) In the plan due July 1, 2021, and in each update thereafter, data shall be included to show whether the urban retail water supplier met the distribution loss standards enacted by the board pursuant to Section 10608.34.

(4) (A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use



plans identified by the urban water supplier, as applicable to the service area.

(B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following:

(i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections.

(ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.

(e) Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1) (A) For an urban retail water supplier, as defined in Section 10608.12, a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measures that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.

(B) For the supplement required of urban retail water suppliers by paragraph (2) of subdivision (f) of Section 10621, a narrative that describes the water demand management measures that the supplier plans to implement to achieve its urban water use objective by January 1, 2027, pursuant to Chapter 9 (commencing with Section 10609) of Part 2.55.

(C) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:

(i) Water waste prevention ordinances.

(ii) Metering.

(iii) Conservation pricing.

(iv) Public education and outreach.

(v) Programs to assess and manage distribution system real loss.

(vi) Water conservation program coordination and staffing support.

(vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.

(2) For an urban wholesale water supplier, as defined in Section 10608.12, a narrative description of the items in clauses (ii), (iv), (vi), and (vii) of subparagraph (C) of paragraph (1), and a narrative description of its distribution system asset management and wholesale supplier assistance programs.

(f) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use, as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single-dry water years and for a period of drought lasting five consecutive water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.

(g) Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.



(h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (f). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).

(Amended by Stats. 2018, Ch. 14, Sec. 28. (SB 606) Effective January 1, 2019.)

[10631.1](#) (a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.

(b) It is the intent of the Legislature that the identification of projected water use for single-family and multifamily residential housing for lower income households will assist a supplier in complying with the requirement under Section 65589.7 of the Government Code to grant a priority for the provision of service to housing units affordable to lower income households.

(Added by Stats. 2005, Ch. 727, Sec. 2. Effective January 1, 2006.)

[10631.2](#). (a) In addition to the requirements of Section 10631, an urban water management plan shall include any of the following information that the urban water supplier can readily obtain:

- (1) An estimate of the amount of energy used to extract or divert water supplies.
- (2) An estimate of the amount of energy used to convey water supplies to the water treatment plants or distribution systems.
- (3) An estimate of the amount of energy used to treat water supplies.
- (4) An estimate of the amount of energy used to distribute water supplies through its distribution systems.
- (5) An estimate of the amount of energy used for treated water supplies in comparison to the amount used for nontreated water supplies.
- (6) An estimate of the amount of energy used to place water into or withdraw from storage.
- (7) Any other energy-related information the urban water supplier deems appropriate.

(b) The department shall include in its guidance for the preparation of urban water management plans a methodology for the voluntary calculation or estimation of the energy intensity of urban water systems. The department may consider studies and calculations conducted by the Public Utilities Commission in developing the methodology.

(c) The Legislature finds and declares that energy use is only one factor in water supply planning and shall not be considered independently of other factors.

(Amended by Stats. 2018, Ch. 14, Sec. 29. (SB 606a) Effective January 1, 2019.)

[10632](#) (a) Every urban water supplier shall prepare and adopt a water shortage contingency plan as part of its urban water management plan that consists of each of the following elements:

- (1) The analysis of water supply reliability conducted pursuant to Section 10635.
- (2) The procedures used in conducting an annual water supply and demand assessment



that include, at a minimum, both of the following:

(A) The written decision making process that an urban water supplier will use each year to determine its water supply reliability.

(B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:

(i) Current year unconstrained demand, considering weather, growth, and other influencing factors, such as policies to manage current supplies to meet demand objectives in future years, as applicable.

(ii) Current year available supply, considering hydrological and regulatory conditions in the current year and one dry year. The annual supply and demand assessment may consider more than one dry year solely at the discretion of the urban water supplier.

(iii) Existing infrastructure capabilities and plausible constraints.

(iv) A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment.

(v) A description and quantification of each source of water supply.

(3) (A) Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including percentage reductions in water supply, changes in groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels shall also apply to catastrophic interruption of water supplies, including, but not limited to, a regional power outage, an earthquake, and other potential emergency events.

(B) An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with the requirement in subparagraph (A) by developing and including a cross-reference relating its existing categories to the six standard water shortage levels.

(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:

(A) Locally appropriate supply augmentation actions. Locally appropriate demand reduction actions to adequately respond to shortages.

(B) Locally appropriate operational changes.

(C) Additional, mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions.

(D) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.

(5) Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, all of the following:

(A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1.

(B) Any shortage response actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1.

(C) Any other relevant communications.

(6) For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption



procedures for triggered shortage response actions as determined pursuant to Section 10632.2.

(7) (A) A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions.

(B) A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1.

(C) A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.

(8) A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following:

(A) A description of potential revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).

(B) A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).

(C) A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1.

(9) For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.

(10) Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed.

(b) For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.

(c) The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.

(Repealed and added by Stats. 2018, Ch. 14, Sec. 32. (SB 606) Effective January 1, 2019.)

[10632.1](#) An urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before June 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water shortage contingency plan. An urban water supplier that relies on imported water from the State Water Project or the Bureau of Reclamation shall submit its annual water supply and demand assessment within 14 days of receiving its final allocations, or by June 1 of each year, whichever is later.

(Added by Stats. 2018, Ch. 14, Sec. 33. (SB 606) Effective January 1, 2019.)

[10632.2](#) An urban water supplier shall follow, where feasible and appropriate, the prescribed procedures and implement determined shortage response actions in its water shortage contingency plan, as identified in subdivision

(a) of Section 10632, or reasonable alternative actions, provided that descriptions of the alternative actions are submitted with the annual water shortage assessment report pursuant to Section



10632.1. Nothing in this section prohibits an urban water supplier from taking actions not specified in its water shortage contingency plan, if needed, without having to formally amend its urban water management plan or water shortage contingency plan.

(Added by Stats. 2018, Ch. 14, Sec. 34. (SB 606) Effective January 1, 2019.)

[10632.3](#) It is the intent of the Legislature that, upon proclamation by the Governor of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions, the board defer to implementation of locally adopted water shortage contingency plans to the extent practicable.

(Added by Stats. 2018, Ch. 14, Sec. 35. (SB 606) Effective January 1, 2019.)

[10632.5](#) (a) In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.

(b) An urban water supplier shall update the seismic risk assessment and mitigation plan when updating its urban water management plan as required by Section 10621.

(c) An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multihazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) if the local hazard mitigation plan or multihazard mitigation plan addresses seismic risk.

(Added by Stats. 2015, Ch. 681, Sec. 1. (SB 664a Effective January 1, 2016.)

[10633](#) The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

(a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

(b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

(c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

(d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

(f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.

(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.



(Amended by Stats. 2009, Ch. 534, Sec. 2. (AB 1465) Effective January 1, 2010.)

[10634](#) The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.

(Added by Stats. 2001, Ch. 644, Sec. 3. Effective January 1, 2002.)



CHAPTER 3. Urban Water Management Plans [10620 - 10645] (Chapter 3 added by Stabs. 1983, Ch. 1009, Sec. 1.)

ARTICLE 2.5. Water Service Reliability [10635- 10635.] (Article 2.5 added by Stats. 1995, Ch. 854, Sec. 11.)

[10635.](#) (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

(b) Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following:

- (1) A description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive water years, starting from the year following when the assessment is conducted.
- (2) A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.
- (3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.
- (4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

(c) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.

(d) Nothing in this article is intended to create a right or entitlement to water service or any specific level of water service.

(e) Nothing in this article is intended to change existing law concerning an urban water supplier's obligation to provide water service to its existing customers or to any potential future customers

(Amended by Stats. 2018, Ch. 14, Sec. 36. (SB 606) Effective January 1, 2019.)



CHAPTER 3. Urban Water Management Plans [10620 - 10645] (Chapter 3 added by Stabs. 1983, Ch. 1009, Sec. 1.)

ARTICLE 3. Adoption and Implementation of Plans [1 0640 - 10645] Article 3 added by Stats. 1983, Ch. 1009, Sec. 1.)

[10640.](#) (a) Every urban water supplier required to prepare a plan pursuant to this part shall prepare its plan pursuant to Article 2 (commencing with Section 10630). The supplier shall likewise periodically review the plan as required by Section 10621, and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

(b) Every urban water supplier required to prepare a water shortage contingency plan shall prepare a water shortage contingency plan pursuant to Section 10632. The supplier shall likewise periodically review the water shortage contingency plan as required by paragraph (10) of subdivision (a) of Section 10632 and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

(Amended by Stats. 2018, Ch. 14, Sec. 37. (SB 606a Effective January 1, 20J 9.g

[10641](#) An urban water supplier required to prepare a plan or a water shortage contingency plan may consult with, and obtain comments from, any public agency or state agency or any person who has special expertise with respect to water demand management methods and techniques.

(Amended by Stats. 2018, Ch. 14, Sec. 38. (SB 606a Effective January 1, 20J 9.g

[10642.](#) Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of both the plan and the water shortage contingency plan. Prior to adopting either, the urban water supplier shall make both the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon. Prior to any of these hearings, notice of the time and place of the hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code. The urban water supplier shall provide notice of the time and place of a hearing to any city or county within which the supplier provides water supplies. Notices by a local public agency pursuant to this section shall be provided pursuant to Chapter 17.5 (commencing with Section 7290) of Division 7 of Title 1 of the Government Code. A privately owned water supplier shall provide an equivalent notice within its service area. After the hearing or hearings, the plan or water shortage contingency plan shall be adopted as prepared or as modified after the hearing or hearings.

(Amended by Stats. 2018, Ch. 14, Sec. 39. (SB 606\$ Effective January 1, 70J 9.g

[10643](#) An urban water supplier shall implement its plan adopted pursuant to this chapter in accordance with the schedule set forth in its plan.

(Added by Stats. 1983, Ch. 1009, Sec. 1.)

[10644](#) (a) (1) An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the plans shall be submitted to the department, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.

(2) The plan, or amendments to the plan, submitted to the department pursuant to paragraph (1)



shall be submitted electronically and shall include any standardized forms, tables, or displays specified by the department.

(b) If an urban water supplier revises its water shortage contingency plan, the supplier shall submit to the department a copy of its water shortage contingency plan prepared pursuant to subdivision (a) of Section 10632 no later than 30 days after adoption, in accordance with protocols for submission and using electronic reporting tools developed by the department.

(c) (1) (A) Notwithstanding Section 10231.5 of the Government Code, the department shall prepare and submit to the Legislature, on or before July 1, in the years ending in seven and two, a report summarizing the status of the plans and water shortage contingency plans adopted pursuant to this part. The report prepared by the department shall identify the exemplary elements of the individual plans and water shortage contingency plans. The department shall provide a copy of the report to each urban water supplier that has submitted its plan and water shortage contingency plan to the department. The department shall also prepare reports and provide data for any legislative hearings designed to consider the effectiveness of plans and water shortage contingency plans submitted pursuant to this part.

(B) The department shall prepare and submit to the board, on or before September 30 of each year, a report summarizing the submitted water supply and demand assessment results along with appropriate reported water shortage conditions and the regional and statewide analysis of water supply conditions developed by the department. As part of the report, the department shall provide a summary and, as appropriate, urban water supplier specific information regarding various shortage response actions implemented as a result of annual supplier-specific water supply and demand assessments performed pursuant to Section 10632.1.

(C) The department shall submit the report to the Legislature for the 2015 plans by July 1, 2017, and the report to the Legislature for the 2020 plans and water shortage contingency plans by July 1, 2022.

(2) A report to be submitted pursuant to subparagraph (A) of paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.

(d) The department shall make available to the public the standard the department will use to identify exemplary water demand management measures.

(Amended by Stats. 2018, Ch. 14, Sec. 40. (SB 606) Effective January 1, 2019.)

[10645.](#) (a) Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

(b) Not later than 30 days after filing a copy of its water shortage contingency plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

(Amended by Stats. 2018, Ch. 14, Sec. 41. (SB 606) Effective January 1, 2019.)



CHAPTER 4. Miscellaneous Provisions [1 0650 - 10657] (Chapter 4 added by :itats. 1 983, Ch. 1009, iec. 1.)

[10650](#) Any actions or proceedings, other than actions by the board, to attack, review, set aside, void, or annul the acts or decisions of an urban water supplier on the grounds of noncompliance with this part shall be commenced as follows:

(a) An action or proceeding alleging failure to adopt a plan or a water shortage contingency plan shall be commenced within 18 months after that adoption is required by this part.

(b) Any action or proceeding alleging that a plan or water shortage contingency plan, or action taken pursuant to either, does not comply with this part shall be commenced within 90 days after filing of the plan or water shortage contingency plan or an amendment to either pursuant to Section 10644 or the taking of that action.

(Amended by Stats. 2018, Ch. 14, Sec. 42. (SB 606) Effective January 1, 2019.)

[10651](#) In any action or proceeding to attack, review, set aside, void, or annul a plan or a water shortage contingency plan, or an action taken pursuant to either by an urban water supplier on the grounds of noncompliance with this part, the inquiry shall extend only to whether there was a prejudicial abuse of discretion. Abuse of discretion is established if the supplier has not proceeded in a manner required by law or if the action by the water supplier is not supported by substantial evidence.

(Amended by Stats. 2018, Ch. 14, Sec. 43. (SB 606) Effective January 1, 2019)

[10652](#) The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) does not apply to the preparation and adoption of plans pursuant to this part or to the implementation of actions taken pursuant to Section 10632. Nothing in this part shall be interpreted as exempting from the California Environmental Quality Act any project that would significantly affect water supplies for fish and wildlife, or any project for implementation of the plan, other than projects implementing Section 10632, or any project for expanded or additional water supplies.

(Amended by Stats. 1995, Ch. 854, Sec. 6. Effective January 1, 1996.)

[10653](#) The adoption of a plan shall satisfy any requirements of state law, regulation, or order, including those of the board and the Public Utilities Commission, for the preparation of water management plans, water shortage contingency plans, or conservation plans; provided, that if the board or the Public Utilities Commission requires additional information concerning water conservation, drought response measures, or financial conditions to implement its existing authority, nothing in this part shall be deemed to limit the board or the commission in obtaining that information. The requirements of this part shall be satisfied by any urban water demand management plan that complies with analogous federal laws or regulations after the effective date of this part, and which substantially meets the requirements of this part, or by any existing urban water management plan which includes the contents of a plan required under this part.

(Amended by Stats. 2018, Ch. 14, Sec. 45. (SB 606) Effective January 1, 2019)

[10654](#) An urban water supplier may recover in its rates the costs incurred in preparing its urban water management plan, its drought risk assessment, its water supply and demand assessment, and its water shortage contingency plan and implementing the reasonable water conservation measures included in either of the plans.

(Amended by Stats. 2018, Ch. 14, Sec. 44. (SB 606) Effective January 1, 2019)

[10655](#) If any provision of this part or the application thereof to any person or circumstances is held invalid, that invalidity shall not affect other provisions or applications of this part which can be given effect without the invalid provision or application thereof, and to this end the provisions of this part are severable.



(Amended by Stats. 1983, Ch. 1009, Sec. 1)

[10656](#) An urban water supplier is not eligible for a water grant or loan awarded or administered by the state unless the urban water supplier complies with this part.

(Amended by Stats. 2018, Ch. 14, Sec. 46. (SB 606) Effective January 1, 2019)

[10657](#) The department may adopt regulations regarding the definitions of water, water use, and reporting periods, and may adopt any other regulations deemed necessary or desirable to implement this part. In developing regulations pursuant to this section, the department shall solicit broad public participation from stakeholders and other interested persons.

(Amended by Stats. 2018, Ch. 14, Sec. 47. (SB 606) Effective January 1, 2019)



Appendix B

DWR 2020 Urban Water Management Plan Tables

Submittal Table 2-2: Plan Identification		
Select Only One	Type of Plan	Name of RUWMP or Regional Alliance <i>if applicable</i> (select from drop down list)
<input checked="" type="checkbox"/>	Individual UWMP	
	<input type="checkbox"/> Water Supplier is also a member of a RUWMP	
	<input type="checkbox"/> Water Supplier is also a member of a Regional Alliance	
<input type="checkbox"/>	Regional Urban Water Management Plan (RUWMP)	
NOTES:		

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
<input checked="" type="checkbox"/>	Supplier is a wholesaler
<input type="checkbox"/>	Supplier is a retailer
Fiscal or Calendar Year (select one)	
<input checked="" type="checkbox"/>	UWMP Tables are in calendar years
<input type="checkbox"/>	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
Units of measure used in UWMP * (select from drop down)	
Unit	AF
* Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.	
NOTES:	

**Submittal Table 2-4 Wholesale: Water Supplier Information Exchange
(select one)**

<input type="checkbox"/>	Supplier has informed more than 10 other water suppliers of water supplies available in accordance with Water Code Section 10631. Completion of the table below is optional. If not completed, include a list of the water suppliers that were informed.
	Provide page number for location of the list.
<input checked="" type="checkbox"/>	Supplier has informed 10 or fewer other water suppliers of water supplies available in accordance with Water Code Section 10631. Complete the table below.
Water Supplier Name	
<i>Add additional rows as needed</i>	
City of Woodland	
City of Davis	
University of California, Davis	
NOTES:	

Submittal Table 3-1 Wholesale: Population - Current and Projected

Population Served	2020	2025	2030	2035	2040	2045(opt)
	131,705	139,496	143,083	146,870	150,870	155,092

Submittal Table 4-1 Wholesale: Demands for Potable and Non-Potable¹ Water - Actual

Use Type	2020 Actual		
Drop down list May select each use multiple times These are the only use types that will be recognized by the WUE data online submittal tool	Additional Description (as needed)	Level of Treatment When Delivered Drop down list	Volume ²
Add additional rows as needed			
Sales to other agencies		Drinking Water	19,574
Losses		Drinking Water	205
TOTAL			19,779
¹ Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4. ² Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.			
NOTES: Volumes are in AF.			

Submittal Table 4-2 Wholesale: Use for Potable and Raw Water¹ - Projected

Use Type	Additional Description (as needed)	Projected Water Use ²				
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUE data online submittal tool.		Report To the Extent that Records are Available				
		2025	2030	2035	2040	2045 (opt)
Add additional rows as needed						
Sales to other agencies		20,024	20,269	21,095	21,921	22,747
TOTAL		20,024	20,269	21,095	21,921	22,747
¹ Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4. ² Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.						
NOTES: Volumes are in AF.						

DRAFT Submittal Table 6-5 Wholesale: 2015 UWMP Recycled Water Use Projection Compared to 2020 Actual

<input checked="" type="checkbox"/>	Recycled water was not used or distributed by the supplier in 2015, nor projected for use or distribution in 2020. The wholesale supplier will not complete the table below.	
Name of Receiving Supplier or Direct Use by Wholesaler	2015 Projection for 2020	2020 Actual Use
<i>Add additional rows as needed</i>		
Total	0	0

Submittal Table 6-7 Wholesale: Expected Future Water Supply Projects or Programs

<input type="checkbox"/>	No expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Supplier will not complete the table below.					
<input type="checkbox"/>	Some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.					
Page 6-4	Provide page location of narrative in the UWMP					
Name of Future Projects or Programs	Joint Project with other suppliers?		Description (if needed)	Planned Implementation Year	Planned for Use in Year Type <i>Drop Down list</i>	Expected Increase in Water Supply to Supplier*
	<i>Drop Down Menu</i>	<i>If Yes, Supplier Name</i>				
<i>Add additional rows as needed</i>						
Woodland-Davis Clean Water Agency: Phase 2	Yes	City of Woodland, City of Davis, University of California, Davis	Phase 2 Expansion	2040	All Year Types	4,481
*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.						
NOTES: Volumes are in AF. 100% of the additional supply obtained through the Phase 2 project is planned to be delivered entirely to the City of Davis or shared between the City of Davis and UC Davis.						

Submittal Table 6-8 Wholesale: Water Supplies — Actual

Submittal Table 6-8 Wholesale: Water Supplies — Actual				
Water Supply	Additional Detail on Water Supply	2020		
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool		Actual Volume*	Water Quality Drop Down List	Total Right or Safe Yield* (optional)
Add additional rows as needed				
Surface water (not desalinated)	Diversion from Sacramento River	19,779	Drinking Water	55,000
Total		19,779		55,000
*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.				
NOTES: Volumes are in AF. The 55,000 AFY of total water rights include: 1. The rights to divert up to 45,000 AFY from the Sacramento river (subject to Term 91 curtailments) under water right Permit 20281 (primary water right). 2. The rights to divert up to 10,000 AFY from the Sacramento River (subject to Lake Shasta curtailments) under water right Licenses 904A and 5487A and the Agency’s Sacramento River Water Rights Settlement Contract (secondary water right).				

Submittal Table 6-9 Wholesale: Water Supplies — Projected

Projected Water Supply* Report To the Extent Practicable											
Water Supply	Additional Detail on Water Supply	2025		2030		2035		2040		2045 (opt)	
		Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool											
Add additional rows as needed											
Surface water	Diversion from Sacramento River	33,604		33,604		33,604		38,085		38,085	
Total		33,604	0	33,604	0	33,604	0	38,085	0	38,085	0
<i>*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.</i>											
NOTES: Volumes are in AF.											

Urban Water Supplier: WDCWA

Water Delivery Product (If delivering more than one type of product use Table O-1C)

Retail Potable Deliveries

Table O-1A: Recommended Energy Reporting - Water Supply Process Approach

Enter Start Date for Reporting Period	1/1/2020	Urban Water Supplier Operational Control							
End Date	12/31/2020								
<input type="checkbox"/> s upstream embedded in the values reported?		Water Management Process					Non-Consequential Hydropower (if applicable)		
<i>Water Volume Units Used</i>		Extract and Divert	Place into Storage	Conveyance	Treatment	Distribution	Total Utility	Hydropower	Net Utility
<i>Volume of Water Entering Process</i>	AF	19779	0	0	19574	19574	19574		19574
<i>Energy Consumed (kWh)</i>	N/A	7805666	0	0	2199782	4900700	14906148		14906148
<i>Energy Intensity (kWh/vol. converted to MG)</i>	N/A	1211.1	0.0	0.0	344.9	768.4	2337.1	0.0	2337.1
Quantity of Self-Generated Renewable Energy									
0 kWh									
Data Quality (Estimate, Metered Data, Combination of Estimates and Metered Data)									
Metered Data									
Data Quality Narrative:									
Water production and energy consumption data are based on metered data collected and provided by WDCWA.									
Narrative:									
WDCWA's water management processes that consume energy include raw water intake, raw water treatment, and treated water pumping.									

Submittal Table 7-1 Wholesale: Basis of Water Year Data (Reliability Assessment)

Year Type	Base Year If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 1999-2000, use 2000	Available Supplies if Year Type Repeats	
		<input type="checkbox"/>	Quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location _____
		<input type="checkbox"/>	Quantification of available supplies is provided in this table as either volume only, percent only, or both.
		Volume Available *	% of Average Supply
Average Year	2007	32,541	100%
Single-Dry Year	2014	19,653	60%
Consecutive Dry Years 1st Year	2012	33,696	104%
Consecutive Dry Years 2nd Year	2013	22,691	70%
Consecutive Dry Years 3rd Year	2014	19,653	60%
Consecutive Dry Years 4th Year	2015	19,929	61%
Consecutive Dry Years 5th Year	2016	31,053	95%

Supplier may use multiple versions of Table 7-1 if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a supplier uses multiple versions of Table 7-1, in the "Note" section of each table, state that multiple versions of Table 7-1 are being used and identify the particular water source that is being reported in each table. Suppliers may create an additional worksheet for the additional tables.

***Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.**

NOTES: Volumes are in AF.

Submittal Table 7-2 Wholesale: Normal Year Supply and Demand Comparison					
	2025	2030	2035	2040	2045 (Opt)
Supply totals <i>(autofill from Table 6-9)</i>	33,604	33,604	33,604	38,085	38,085
Demand totals <i>(autofill fm Table 4-3)</i>	20,024	20,269	21,095	21,921	22,747
Difference	13,580	13,335	12,509	16,164	15,338
NOTES: Volumes are in AF.					

DRAFT Submittal Table 7-3 Wholesale: Single Dry Year Supply and Demand Comparison					
	2025	2030	2035	2040	2045 (Opt)
Supply totals	19,653	19,653	19,653	19,653	19,653
Demand totals	20,024	20,269	21,095	21,921	22,747
Difference	(371)	(616)	(1,442)	(2,268)	(3,094)
NOTES: Volumes are in AF.					

DRAFT Submittal Table 7-4 Wholesale: Multiple Dry Years Supply and Demand Comparison						
		2025	2030	2035	2040	2045 (Opt)
First year	Supply totals	33,696	33,696	33,696	33,696	33,696
	Demand totals	20,024	20,269	21,095	21,921	22,747
	Difference	13,672	13,427	12,601	11,775	10,949
Second year	Supply totals	22,691	22,691	22,691	22,691	22,691
	Demand totals	20,024	20,269	21,095	21,921	22,747
	Difference	2,667	2,422	1,596	770	(56)
Third year	Supply totals	19,653	19,653	19,653	19,653	19,653
	Demand totals	20,024	20,269	21,095	21,921	22,747
	Difference	(371)	(616)	(1,442)	(2,268)	(3,094)
Fourth year <i>(optional)</i>	Supply totals	19,929	19,929	19,929	19,929	19,929
	Demand totals	20,024	20,269	21,095	21,921	22,747
	Difference	(95)	(340)	(1,166)	(1,992)	(2,818)
Fifth year <i>(optional)</i>	Supply totals	31,053	31,053	31,053	31,053	31,053
	Demand totals	20,024	20,269	21,095	21,921	22,747
	Difference	11,029	10,784	9,958	9,132	8,306
NOTES: Volumes are in AF.						

DRAFT Submittal Table 7-5: Five-Year Drought Risk Assessment Tables to address Water Code Section 10635(b)

2021		Total
Gross Water Use		20,024
Total Supplies		33,696
Surplus/Shortfall w/o WSCP Action		13,672
Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit		
WSCP - use reduction savings benefit		
Revised Surplus/(shortfall)		
Resulting % Use Reduction from WSCP action		0%
2022		Total
Gross Water Use [Use Worksheet]		20,024
Total Supplies [Supply Worksheet]		22,691
Surplus/Shortfall w/o WSCP Action		2,667
Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit		
WSCP - use reduction savings benefit		
Revised Surplus/(shortfall)		
Resulting % Use Reduction from WSCP action		0%
2023		Total
Gross Water Use [Use Worksheet]		20,024
Total Supplies [Supply Worksheet]		19,653
Surplus/Shortfall w/o WSCP Action		(371)
Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit		
WSCP - use reduction savings benefit		
Revised Surplus/(shortfall)		
Resulting % Use Reduction from WSCP action		0%
2024		Total
Gross Water Use [Use Worksheet]		20,024
Total Supplies [Supply Worksheet]		19,929
Surplus/Shortfall w/o WSCP Action		(95)
Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit		
WSCP - use reduction savings benefit		
Revised Surplus/(shortfall)		
Resulting % Use Reduction from WSCP action		0%
2025		Total
Gross Water Use [Use Worksheet]		20,024
Total Supplies [Supply Worksheet]		31,053
Surplus/Shortfall w/o WSCP Action		11,029
Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit		
WSCP - use reduction savings benefit		
Revised Surplus/(shortfall)		
Resulting % Use Reduction from WSCP action		0%

Submittal Table 8-1 Water Shortage Contingency Plan Levels			
Shortage Level	Percent Shortage Range	Water Shortage Condition (Narrative description)	Shortage Response Actions (Narrative description)
1	Up to 10%	Assessment shows water supply is not able to meet demands by 10%; or definable event has reduced water supply by 10%.	Inform cities in timely manner about the timing of Term 91 curtailments. Work with cities to schedule surface water deliveries. Refer to DWR Table 8-3 for more details.
2	Up to 20%	Assessment shows water supply is not able to meet demands by 20%; or definable event has reduced water supply by 20%.	Inform cities in timely manner about the timing of Term 91 curtailments. Work with cities to schedule surface water deliveries. Refer to DWR Table 8-3 for more details.
3	Up to 30%	Assessment shows water supply is not able to meet demands by 30%; or definable event has reduced water supply by 30%.	Inform cities in timely manner about the timing of Term 91 curtailments. Work with cities to schedule surface water deliveries. Refer to DWR Table 8-3 for more details.
4	Up to 40%	Assessment shows water supply is not able to meet demands by 40%; or definable event has reduced water supply by 40%.	Inform cities in timely manner about the timing of Term 91 curtailments. Work with cities to schedule surface water deliveries. Refer to DWR Table 8-3 for more details.
5	Up to 50%	Assessment shows water supply is not able to meet demands by 50%; or definable event has reduced water supply by 50%.	Inform cities in timely manner about the timing of Term 91 curtailments. Work with cities to schedule surface water deliveries. Refer to DWR Table 8-3 for more details.
6	>50%	Assessment shows water supply is not able to meet demands by over 50%; or definable event has reduced water supply by more than 50%.	Inform cities in timely manner about the timing of Term 91 curtailments. Work with cities to schedule surface water deliveries. Term 91 curtailments during the period of November–March, or a critical failure in the surface water delivery system, will require the Agency to work with its wholesale customers to arrange for supplemental surface water supplies through water transfer agreements, or alert cities that deliveries will be discontinued. Refer to DWR Table 8-3 for more details.
<p>NOTES: The indicated stages are not intended to denote thresholds at which specific actions need to occur that are different from the actions at any other stage, except for Stage 6, at which point the Agency will either have to enter into a water transfer agreement for supplemental surface water supplies, or will no longer be able to deliver surface water to its customers.</p>			

Submittal Table 8-2: Demand Reduction Actions

Shortage Level	Demand Reduction Actions <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.</i>	How much is this going to reduce the shortage gap? <i>Include units used (volume type or percentage)</i>	Additional Explanation or Reference <i>(optional)</i>	Penalty, Charge, or Other Enforcement? <i>For Retail Suppliers Only</i> <i>Drop Down List</i>
<i>Add additional rows as needed</i>				
1		0	The Agency will defer to the cities' Demand Reduction Actions. The Agency will not impose separate Demand Reduction Actions.	No
2		0	The Agency will defer to the cities' Demand Reduction Actions. The Agency will not impose separate Demand Reduction Actions.	No
3		0	The Agency will defer to the cities' Demand Reduction Actions. The Agency will not impose separate Demand Reduction Actions.	No
4		0	The Agency will defer to the cities' Demand Reduction Actions. The Agency will not impose separate Demand Reduction Actions.	No
5		0	The Agency will defer to the cities' Demand Reduction Actions. The Agency will not impose separate Demand Reduction Actions.	No
6		0	The Agency will defer to the cities' Demand Reduction Actions. The Agency will not impose separate Demand Reduction Actions.	No

Submittal Table 8-3: Supply Augmentation and Other Actions			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUdata online submittal tool</i>	How much is this going to reduce the shortage gap? <i>Include units used (volume type or percentage)</i>	Additional Explanation or Reference <i>(optional)</i>
<i>Add additional rows as needed</i>			
1		0	No action
2		0	No action
3		0	No action
4		0	No action
5		0	No action
6	Other actions (describe)	Up to the full shortage gap	Term 91 curtailments, Shasta Critical Year reductions, or a critical failure in the surface water delivery system will require the Agency to work with its wholesale customers to arrange for supplemental surface water supplies through water transfer agreements, or alert cities that deliveries will be discontinued.
6	Other actions (describe)	Up to the full shortage gap	Work with cities to arrange for supplemental surface water supplies through water transfer agreements, or alert cities that deliveries will be discontinued. Term 91 curtailments during the period of November–March, or a critical failure in the surface water delivery system, will require that the Agency either work with wholesale members to purchase supplemental surface water through water transfer agreements, or working with cities, curtail surface water deliveries.
All Stages	Other actions (describe)	See note	Inform cities in a timely manner about the timing of Term 91 curtailments and Lake Shasta conditions. The State Water Resource Control Board issues notices to all water rights holders about the imposition of Term 91 curtailments and the eventual discontinuation of those curtailments. The US Bureau of Reclamation typically issues announcements about Lake Shasta year type in late winter or early spring.
All Stages	Other actions (describe)	See note	Work with cities to schedule surface water deliveries. The Agency has developed a tool that allows the cities to schedule surface water deliveries over the assumed curtailment period.
<p>NOTES: It will be the responsibility of the cities to make up any supply deficits at any point during Term 91 curtailment periods. Informing the cities about Term 91 curtailment and Lake Shasta conditions as well as working with the cities to schedule surface water deliveries provides the cities with more flexibility, but does not lead to a quantified water shortage gap reduction so no gap reduction estimate is provided. Actions introduced in a lower stage will also be used in higher stages, unless otherwise noted.</p>			

Submittal Table 10-1 Wholesale: Notification to Cities and Counties (select one)

<input type="checkbox"/>	Supplier has notified more than 10 cities or counties in accordance with Water Code Sections 10621 (b) and 10642. Completion of the table below is not required. Provide a separate list of the cities and counties that were notified.	
	Provide the page or location of this list in the UWMP.	
<input checked="" type="checkbox"/>	Supplier has notified 10 or fewer cities or counties. Complete the table below.	
City Name	60 Day Notice	Notice of Public Hearing
<i>Add additional rows as needed</i>		
City of Woodland	Yes	Yes
City of Davis	Yes	Yes
City of West Sacramento	Yes	Yes
County Name <small>Drop Down List</small>	60 Day Notice	Notice of Public Hearing
<i>Add additional rows as needed</i>		
Yolo County	Yes	Yes
NOTES:		

DWR 2020 Urban Water Management Plan Checklist

Retail	Wholesale	2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (For Agency Review Use)
X	X	Chapter 1	10615	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities.	Introduction and Overview	Executive Summary
X	X	Chapter 1	10630.5	Each plan shall include a simple description of the supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a supplier may also choose to include a simple description at the beginning of each chapter.	Summary	Executive Summary
X	X	Section 2.2	10620(b)	Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.	Plan Preparation	Section 2.1
X	X	Section 2.6	10620(d)(2)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan Preparation	Section 2.5
X	X	Section 2.6.2	10642	Provide supporting documentation that the water supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	Plan Preparation	Section 2.5.2 Appendix D
X		Section 2.6, Section 6.1	10631(h)	Retail suppliers will include documentation that they have provided their wholesale supplier(s) - if any - with water use projections from that source.	System Supplies	N/A
	X	Section 2.6	10631(h)	Wholesale suppliers will include documentation that they have provided their urban water suppliers with identification and quantification of the existing and planned sources of water available from the wholesale to the urban supplier during various water year types.	System Supplies	Section 2.5.1
X	X	Section 3.1	10631(a)	Describe the water supplier service area.	System Description	Section 3.2
X	X	Section 3.3	10631(a)	Describe the climate of the service area of the supplier.	System Description	Section 3.3
X	X	Section 3.4	10631(a)	Provide population projections for 2025, 2030, 2035, 2040 and optionally 2045.	System Description	Section 3.4.1
X	X	Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the supplier's water management planning.	System Description	Section 3.4.2
X	X	Sections 3.4 and 5.4	10631(a)	Indicate the current population of the service area.	System Description and Baselines and Targets	Sections 3.4.1
X	X	Section 3.5	10631(a)	Describe the land uses within the service area.	System Description	Section 3.5

Retail	Wholesale	2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (For Agency Review Use)
X	X	Section 4.2	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System Water Use	Section 4.2
X	X	Section 4.2.4	10631(d)(3)(C)	Retail suppliers shall provide data to show the distribution loss standards were met.	System Water Use	N/A
X	X	Section 4.2.6	10631(d)(4)(A)	In projected water use, include estimates of water savings from adopted codes, plans, and other policies or laws.	System Water Use	N/A
X	X	Section 4.2.6	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	System Water Use	N/A
X	optional	Section 4.3.2.4	10631(d)(3)(A)	Report the distribution system water loss for each of the 5 years preceding the plan update.	System Water Use	N/A
X	optional	Section 4.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the supplier.	System Water Use	N/A
X	X	Section 4.5	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	System Water Use	Section 4.2.3.1 and 4.5
X		Chapter 5	10608.20(e)	Retail suppliers shall provide baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.	Baselines and Targets	N/A
X		Chapter 5	10608.24(a)	Retail suppliers shall meet their water use target by December 31, 2020.	Baselines and Targets	N/A
	X	Section 5.1	10608.36	Wholesale suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their retail water suppliers achieve targeted water use reductions.	Baselines and Targets	Section 5.1 and Chapter 9
X		Section 5.2	10608.24(d)(2)	If the retail supplier adjusts its compliance GPCD using weather normalization, economic adjustment, or extraordinary events, it shall provide the basis for, and data supporting the adjustment.	Baselines and Targets	N/A
X		Section 5.5	10608.22	Retail suppliers' per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use of the 5-year baseline. This does not apply if the suppliers base GPCD is at or below 100.	Baselines and Targets	N/A
X		Section 5.5 and Appendix E	10608.4	Retail suppliers shall report on their compliance in meeting their water use targets. The data shall be reported using a standardized form in the SBX7-7 2020 Compliance Form.	Baselines and Targets	N/A
X	X	Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought.	System Supplies	Section 6.1 and 7.1.3

Retail	Wholesale	2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (For Agency Review Use)
X	X	Sections 6.1	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, <i>including changes in supply due to climate change.</i>	System Supplies	Sections 6.2, 6.2.10.1, 7.1.3
X	X	Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	System Supplies	Section 6.2
X	X	Section 6.1.1	10631(b)(3)	Describe measures taken to acquire and develop planned sources of water.	System Supplies	Section 6.2.8 and 6.2.9
X	X	Section 6.2.8	10631(b)	Identify and quantify the existing and planned sources of water available for 2020, 2025, 2030, 2035, 2040 and optionally 2045.	System Supplies	Section 6.2.9
X	X	Section 6.2	10631(b)	Indicate whether groundwater is an existing or planned source of water available to the supplier.	System Supplies	Section 6.2.3
X	X	Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the water supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System Supplies	Section 6.2.3
X	X	Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	System Supplies	Section 6.2.3
X	X	Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the supplier has the legal right to pump.	System Supplies	Section 6.2.3
X	X	Section 6.2.2.1	10631(b)(4)(B)	For unadjudicated basins, indicate whether or not the department has identified the basin as a high or medium priority. Describe efforts by the supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	System Supplies	Section 6.2.3
X	X	Section 6.2.2.4	10631(b)(4)(C)	Provide a detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years	System Supplies	Section 6.2.3
X	X	Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System Supplies	Section 6.2.3
X	X	Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System Supplies	Section 6.2.7
X	X	Section 6.2.5	10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System Supplies (Recycled Water)	Section 6.2.5
X	X	Section 6.2.5	10633(c)	Describe the recycled water currently being used in the supplier's service area.	System Supplies (Recycled Water)	Section 6.2.5

Retail	Wholesale	2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (For Agency Review Use)
X	X	Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System Supplies (Recycled Water)	Section 6.2.5
X	X	Section 6.2.5	10633(e)	Describe the projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected.	System Supplies (Recycled Water)	Section 6.2.5
X	X	Section 6.2.5	10633(f)	Describe the actions which may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System Supplies (Recycled Water)	N/A; Agency does not provide RW service
X	X	Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the supplier's service area.	System Supplies (Recycled Water)	N/A; Agency does not provide RW service
X	X	Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	System Supplies	Section 6.2.6
X	X	Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the supplier's service area with quantified amount of collection and treatment and the disposal methods.	System Supplies (Recycled Water)	Section 6.2.5
X	X	Section 6.2.8, Section 6.3.7	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water supplier to address water supply reliability in average, single-dry, and for a period of drought lasting 5 consecutive water years.	System Supplies	Section 6.2.8 and 6.2.9
X	X	Section 6.4 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a supplier can readily obtain.	System Suppliers, Energy Intensity	Section 6.3
X	X	Section 7.2	10634	Provide information on the quality of existing sources of water available to the supplier and the manner in which water quality affects water management strategies and supply reliability	Water Supply Reliability Assessment	Section 7.1.1
X	X	Section 7.2.4	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water Supply Reliability Assessment	Section 7.3 and Chapter 9
X	X	Section 7.3	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the water supplier with the total projected water use over the next 20 years.	Water Supply Reliability Assessment	Section 7.1.3
X	X	Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water Supply Reliability Assessment	Section 7.2

Retail	Wholesale	2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (For Agency Review Use)
X	X	Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts 5 consecutive years.	Water Supply Reliability Assessment	Section 7.2.1
X	X	Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water Supply Reliability Assessment	Section 7.1.3
X	X	Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.	Water Supply Reliability Assessment	Section 7.1.3.3
X	X	Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Water Supply Reliability Assessment	Section 7.1.1 and Section 6.1.10
X	X	Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water Shortage Contingency Planning	Chapter 8 and Appendix G
X	X	Chapter 8	10632(a)(1)	Provide the analysis of water supply reliability (from Chapter 7 of Guidebook) in the WSCP	Water Shortage Contingency Planning	Appendix G: Section 1.0
X	X	Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the water shortage contingency plan to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water Shortage Contingency Planning	Appendix G: Section 10.0
X	X	Section 8.2	10632(a)(2)(A)	Provide the written decision- making process and other methods that the supplier will use each year to determine its water reliability.	Water Shortage Contingency Planning	Appendix G: Section 2.1
X	X	Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Water Shortage Contingency Planning	Appendix G: Section 2.2 and 2.3
X	X	Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10, 20, 30, 40, 50 percent shortage and greater than 50 percent shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water Shortage Contingency Planning	Appendix G: Section 3.0
X	X	Section 8.3	10632(a)(3)(B)	Suppliers with an existing water shortage contingency plan that uses different water shortage levels must cross reference their categories with the six standard categories.	Water Shortage Contingency Planning	Appendix G: Section 3.0
X	X	Section 8.4	10632(a)(4)(A)	Suppliers with water shortage contingency plans that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water Shortage Contingency Planning	Appendix G: Section 4.3

Retail	Wholesale	2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (For Agency Review Use)
X	X	Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water Shortage Contingency Planning	Appendix G: Section 4.1
X	X	Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Water Shortage Contingency Planning	Appendix G: Section 4.4
X	X	Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions are appropriate to local conditions.	Water Shortage Contingency Planning	Appendix G: Section 4.2
X	X	Section 8.4	10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water Shortage Contingency Planning	Appendix G: Section 4.1 and 4.3
X	X	Section 8.4.6	10632.5	The plan shall include a seismic risk assessment and mitigation plan.	Water Shortage Contingency Plan	Section 8.3
X	X	Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water Shortage Contingency Planning	Appendix G: Section 5.0
X	X	Section 8.5 and 8.6	10632(a)(5)(B) 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water Shortage Contingency Planning	Appendix G: Section 5.0
X		Section 8.6	10632(a)(6)	Retail supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Water Shortage Contingency Planning	N/A
X	X	Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the supplier to enforce shortage response actions.	Water Shortage Contingency Planning	Appendix G: Section 7.0
X	X	Section 8.7	10632(a)(7)(B)	Provide a statement that the supplier will declare a water shortage emergency Water Code Chapter 3.	Water Shortage Contingency Planning	Appendix G: Section 7.0
X	X	Section 8.7	10632(a)(7)(C)	Provide a statement that the supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water Shortage Contingency Planning	Appendix G: Section 7.0
X	X	Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water Shortage Contingency Planning	Appendix G: Section 8.0
X	X	Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	Water Shortage Contingency Planning	Appendix G: Section 8.0
X		Section 8.8	10632(a)(8)(C)	Retail suppliers must describe the cost of compliance with Water Code Chapter 3.3: Excessive Residential Water Use During Drought	Water Shortage Contingency Planning	N/A

Retail	Wholesale	2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (For Agency Review Use)
X		Section 8.9	10632(a)(9)	Retail suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water Shortage Contingency Planning	N/A
X		Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water Shortage Contingency Planning	N/A
X	X	Sections 8.12 and 10.4	10635(c)	Provide supporting documentation that Water Shortage Contingency Plan has been, or will be, provided to any city or county within which it provides water, no later than 30 days after the submission of the plan to DWR.	Plan Adoption, Submittal, and Implementation	Section 8.4 and Appendix G: Section 12.0
X	X	Section 8.14	10632(c)	Make available the Water Shortage Contingency Plan to customers and any city or county where it provides water within 30 (days) after adopted the plan.	Water Shortage Contingency Planning	Section 8.4 and Appendix G: Section 12.0
	X	Sections 9.1 and 9.3	10631(e)(2)	Wholesale suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and supplier assistance program.	Demand Management Measures	Section 9.1
X		Sections 9.2 and 9.3	10631(e)(1)	Retail suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand Management Measures	N/A
X		Chapter 10	10608.26(a)	Retail suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Plan Adoption, Submittal, and Implementation	N/A
X	X	Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. Reported in Table 10-1.	Plan Adoption, Submittal, and Implementation	Section 10.2 and Appendix D
X	X	Section 10.4	10621(f)	Each urban water supplier shall update and submit its 2020 plan to the department by July 1, 2021.	Plan Adoption, Submittal, and Implementation	Section 10.3
X	X	Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the urban water supplier made the plan and contingency plan available for public inspection, published notice of the public hearing, and held a public hearing about the plan and contingency plan.	Plan Adoption, Submittal, and Implementation	Sections 10.2 and 10.4
X	X	Section 10.2.2	10642	The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water.	Plan Adoption, Submittal, and Implementation	Section 10.2 and Appendix D
X	X	Section 10.3.2	10642	Provide supporting documentation that the plan and contingency plan has been adopted as prepared or modified.	Plan Adoption, Submittal, and Implementation	Section 10.2.3 and Appendix H
X	X	Section 10.4	10644(a)	Provide supporting documentation that the urban water supplier has submitted this UWMP to the California State Library.	Plan Adoption, Submittal, and Implementation	Section 10.3

Retail	Wholesale	2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (For Agency Review Use)
X	X	Section 10.4	10644(a)(1)	Provide supporting documentation that the urban water supplier has submitted this UWMP to any city or county within which the supplier provides water no later than 30 days after adoption.	Plan Adoption, Submittal, and Implementation	Section 10.3
X	X	Sections 10.4.1 and 10.4.2	10644(a)(2)	The plan, or amendments to the plan, submitted to the department shall be submitted electronically.	Plan Adoption, Submittal, and Implementation	Section 10.3
X	X	Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its plan with the department, the supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	Section 10.4
X	X	Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its water shortage contingency plan with the department, the supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	Section 10.4
X	X	Section 10.6	10621(c)	If supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	Plan Adoption, Submittal, and Implementation	N/A
X	X	Section 10.7.2	10644(b)	If revised, submit a copy of the water shortage contingency plan to DWR within 30 days of adoption.	Plan Adoption, Submittal, and Implementation	Section 10.5



Appendix D

Agency and Public Notices



June 2, 2021

Mr. Roger Cornwell
Chair, Board Officer
Water Resources Association of Yolo County
34274 State Highway 16
P.O. Box 8624
Woodland, CA 95776
rcornwell@RiverGardenFarms.com

Re: Review of the 2020 Woodland-Davis Clean Water Agency's Urban Water Management Plan and Water Shortage Contingency Plan

Dear Mr. Cornwell,

This letter is to notify you that the Woodland-Davis Clean Water Agency will be reviewing and considering amendments and changes to its Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP). We invite your agency's participation in this process.

The Woodland-Davis Clean Water Agency's draft 2020 UWMP and WSCP is available for public review and comment through the end of the public hearing described below. The Draft UWMP can be viewed on the Agency's website at www.wdcwa.com.

The Woodland-Davis Clean Water Agency will make revisions to its UWMP and WSCP available for public review and will hold a public hearing June 17, 2021 at 3:00 pm via Zoom. (ZOOM meeting link included below). It is anticipated to formally adopt the 2020 UWMP and WSCP following the public hearing.

Written public comments on the proposed 2020 Draft Urban Water Management Plan are invited at the public hearing. If you wish to make a public comment at this meeting, please e-mail your public comment to SECRETARY@wdcwa.com. Public comments that do not exceed 300 words will be read by the WDCWA Board Secretary, or other assigned staff, to the Board and the public during the meeting subject to the usual time limit for public comments [two (2) minutes]. General public comments will be read during the Public Comment section. Public comment on individual agenda items should include the item number in the "Subject" line for the e-mail and the Board Secretary will read the comment during the item. Items read cannot exceed 300 words or approximately two (2) minutes in length. All comments received will be posted to the WDCWA website. E-mail comments received after the item is called will be distributed to the Board and posted on the WDCWA website so long as they are received by the end of the meeting.

If you have any questions about the Agency's UWMP or WSCP, please contact Tim Busch, General Manager at tim.busch@cityofwoodland.org or Stan Gryczko, Operations Manager at sgryczko@cityofdavis.org

Mr. Roger Cornwell - Water Resources Association of Yolo County

June 2, 2021

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Sincerely,



Tim Busch

General Manager

Woodland-Davis Clean Water Agency

Zoom Meeting link to join the public hearing:

<https://us02web.zoom.us/j/5646182012?pwd=N2NyaFJMenJFUklYdEV3cFBHVdFUT09>

Meeting ID: 564 618 2012

Passcode: 974394

One tap mobile

+16699009128,,5646182012#,,, *974394# US (San Jose)

+12532158782,,5646182012#,,, *974394# US (Tacoma)

Dial by your location

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+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

Find your local number: <https://us02web.zoom.us/j/5646182012?pwd=N2NyaFJMenJFUklYdEV3cFBHVdFUT09>

Mr. Roger Cornwell - Water Resources Association of Yolo County

June 2, 2021

Page 3

cc:

Mr. Ken Hiatt
City Manager
City of Woodland
City Hall, 300 First Street
Woodland, CA 95695
Ken.Hiatt@cityofwoodland.org

Ms. Kristen Sicke
Executive Director
Yolo Subbasin Groundwater Agency
c/o Yolo County Flood Control & Water Conservation District
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ksicke@yolosga.org

Mr. Mike Hall
General Manager
Reclamation District 2035
P.O. Box 8624
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Mike@conawayranch.com

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denise@sagara.org

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Mr. Roger Cornwell
Chair, Board Officer
Water Resources Association of Yolo County
34274 State Highway 16
P.O. Box 8624
Woodland, CA 95776
rcornwell@RiverGardenFarms.com

Mr. Roger Cornwell - Water Resources Association of Yolo County

June 2, 2021

Page 4

Ms. Jianmin Huang
Land Use Supervisor
Yolo County Environmental Health Division
292 West Beamer Street
Woodland, CA 95695
Jianmin.Huang@yolocounty.org

Mr. Michael Webb
City Manager
City of Davis
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Davis, CA 95616
mwebb@cityofdavis.org

Scott DeLeon
Coordinating Committee Chair
Westside Sacramento Regional Water Management Group
c/o Water Resources Association of Yolo County
P.O. Box 8624
Woodland, CA 95776

Mr. Aaron Laurel
City Manager
City of West Sacramento
1110 West Capitol Avenue, 3rd Floor
West Sacramento, CA 95691
aaronl@cityofwestsacramento.org

Mr. Michael Fan
Director
UC Davis Utilities Department
1 Shields Avenue
Davis, CA 95616
mmfan@ucdavis.edu



<<Date>>

<<Recipient's Name>>

<<Title>>

<<Company>>

<<Address>>

<<City, State Zip>>

SUBJECT: Preparation of 2020 Urban Water Management Plan and Water Shortage Contingency Plan

Dear <<name>>:

Woodland-Davis Clean Water Agency (WDCWA) is currently in the process of updating its Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. Further, changes to the Act since 2015 require updates to WDCWA's WSCP. WDCWA's 2015 UWMP was adopted in February 2017, and WDCWA's 2020 UWMP is required to be submitted to the California Department of Water Resources by July 1, 2021.

The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts. The WSCP provides a plan for response to various water supply shortage conditions. As an urban water supplier, WDCWA coordinates with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP and WSCP updates. WDCWA will be reviewing the UWMP and WSCP and will make amendments and updates, as appropriate.

If you wish to contact WDCWA about its review process, you may do so by writing to the undersigned or by email to the Agency secretary at Secretary@WDCWA.com. Thank you.

Sincerely,

[AGENCY]

Tim Busch
General Manager
Woodland-Davis Clean Water Agency

Recipient's Name

Date

Page 2

cc:

Mr. Ken Hiatt
City Manager
City of Woodland
City Hall, 300 First Street
Woodland, CA 95695

Mr. Tim O'Halloran
General Manager
Yolo County Flood Control & Water Conservation District
34274 State Highway 16
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Mr. Mike Hall
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Ms. Denise Sagara
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Chair
Woodland Chamber of Commerce, Water Task Force
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Director
Yolo County Public Works Department
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Woodland, CA 95695

Recipient's Name

Date

Page 3

Mr. Michael Webb

City Manager

City of Davis

23 Russell Boulevard, Suite 4

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Scott DeLeon

Coordinating Committee Chair

Westside Sacramento Regional Water Management Group

c/o Water Resources Association of Yolo County

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City Manager

City of West Sacramento

1110 West Capitol Avenue, 3rd Floor

West Sacramento, CA 95691

Mr. Michael Fan

Director

UC Davis Utilities Department

1 Shields Avenue

Davis, CA 95616

Ms. Kristin Sicke

Executive Director

Yolo Subbasin Groundwater Agency

c/o Yolo County Flood Control & Water Conservation District

34274 State Highway 16

Woodland, CA 95695

THE DAVIS
enterprise

PROOF OF PUBLICATION
(2015.5 C.C.P.)

Woodland-Davis Clean Water Agency
Attn: Michele Mitchell
855 County Road 102
Woodland, CA 95776

STATE OF CALIFORNIA
County of Yolo

I am a citizen of the United States and a resident of the County aforesaid; I'm over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am principal clerk of the printer at the Davis Enterprise, 315 G Street, a newspaper of general circulation, printed and published Monday, Wednesday, and Friday, in the City of Davis, County of Yolo, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court to the County of Yolo, State of California, under the date of July 14, 1952, Case Number 12680; that the notice, of which the annexed is a printed copy (set in type no smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

June 4, 11

All in the year **2021**.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Davis, California, this **11th day of June, 2021**.



Shawn Collins
Legal Advertising Clerk

Proof of Publication
PUBLIC NOTICE
#1337

PUBLIC NOTICE

**NOTICE OF PUBLIC HEARING
WOODLAND-DAVIS CLEAN WATER
AGENCY**

NOTICE IS GIVEN HERewith that the Board of Directors of the Woodland-Davis Clean Water Agency (Agency), at its regularly scheduled meeting to be held **on June 17, 2021, at 3:00 PM via Zoom Teleconference**, will hold the following public hearing on an Update of the Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP).

California law requires the Agency to review and update its Urban Water Management Plan (UWMP) every five years. Additionally, the California Department of Water Resources has imposed new requirements for urban water suppliers to adopt a Water Shortage Contingency Plan (WSCP). The Board of Directors will hold a public hearing to consider proposed revisions and updates to its UWMP for 2020-2025 and its WSCP.

PUBLIC COMMENTS: The Agency will hold its meeting by teleconference pursuant to the Governor's Executive Order N-29-20. The meeting will be held via teleconference and the public will participate via teleconference. The public is encouraged to watch the Agency Board meeting by joining the Zoom meeting described below.

If you wish to make a public comment at this meeting, please e-mail your public comment to SECRETARY@wdcwa.com. Public comments that do not exceed 300 words will be read by the WDCWA Board Secretary, or other assigned staff, to the Board and the public during the meeting subject to the usual time limit for public comments [two (2) minutes]. General public comments will be read during the Public Comment section. Public comment on individual agenda items should include the item number in the "Subject" line for the e-mail and the Board Secretary will read the comment during the item. Items read cannot exceed 300 words or approximately two (2) minutes in length. All comments received will be posted to the WDCWA website. E-mail comments received after the item is called will be distributed to the Board and posted on the WDCWA website so long as they are received by the end of the meeting.

ZOOM MEETING INFORMATION

Please click the link below to join the webinar:

Zoom Meeting link to join the public hearing:

<https://us02web.zoom.us/j/5646182012?pwd=N2NyaFJMenJFuklYdEV3cFBHVDhFUT09>

Meeting ID: 564 618 2012

Passcode: 974394

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+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

Find your local number: <https://us02web.zoom.us/j/5646182012>

Due to the changing nature of the COVID-19 situation, please check the Agency's web page to determine if there have been any changes made to the procedures for public comment provided above.

The Agency's draft 2020 UWMP and WSCP can be viewed at www.wdcwa.com

If you have any questions about the City's UWMP or WSCP, please contact Tim Busch, Agency General Manager, at tim.busch@cityofwoodland.org.

Date: June 3, 2021

Michele Mitchell, Board Secretary

6/4, 6/11

1337

**NOTICE OF CONTINUANCE OF PUBLIC HEARING
WOODLAND-DAVIS CLEAN WATER AGENCY**

NOTICE IS GIVEN HEREWITH that the Board of Directors of the Woodland-Davis Clean Water Agency (Agency) will hold the following public hearing on an Update of the Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP).

Public hearing for the UWMP & WSCP originally scheduled for June 17, 2021 at 3:00 pm via Zoom Teleconference has been **Continued to: June 30, 2021, at 3:30 PM via Zoom Teleconference**

ZOOM MEETING INFORMATION: Link to join the public hearing:

<https://us02web.zoom.us/j/5646182012?pwd=N2NyaFJMenJFUklYdEV3cFBHVDhFUT09>

Meeting ID: 564 618 2012 Passcode: 974394

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+1 301 715 8592 US (Washington DC)

Find your local number: <https://us02web.zoom.us/j/5646182012?pwd=N2NyaFJMenJFUklYdEV3cFBHVDhFUT09>

Due to the changing nature of the COVID-19 situation, [please check the Agency's web page to determine if there have been any changes made to the procedures for public comment provided above.](#)

The Agency's draft 2020 UWMP and WSCP can be viewed at www.wdcwa.com

If you have any questions about the City's UWMP or WSCP, please contact Tim Busch, Agency General Manager, at tim.busch@cityofwoodland.org.

Date: June 24, 2021

Michele Mitchell, Board Secretary



Appendix E

Agency Water Rights



STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD
DIVISION OF WATER RIGHTS

Amended License for Diversion and Use of Water

APPLICATION 1199A
Page 1 of 5

PERMIT 614A

LICENSE 904A

THIS IS TO CERTIFY, That

Woodland-Davis Clean Water Agency
1717 Fifth Street
Davis, CA 95616

has the right to the use of the waters of **Sacramento River in Yolo County**

tributary to **Suisun Bay**

for the purpose of **municipal, industrial, irrigation, fisheries and aquaculture research and incidental fish and wildlife enhancement uses.**

The Deputy Director for Water Rights finds that: (a) the change will not operate to the injury of any lawful user of water; (b) good cause has been shown for the change; (c) the petition does not constitute the initiation of a new right; and (d) the State Water Resources Control Board (State Water Board) has made the required findings pursuant to the California Environmental Quality Act (CEQA) or the project is exempt from CEQA.

Additionally, the State Water Board has complied with its independent obligation to consider the effect of the proposed project on public trust resources and to protect those resources where feasible. (*National Audubon Society v. Superior Court* (1983) 33 Cal.3d 419 [189 Cal.Rptr. 346], 658 P.2d 709.)

This amended license is being issued in accordance with the redelegations of authority (Resolution No. 2012-0029). Therefore, this amended license on **Application 1199** filed on **March 1, 1919** has been approved by the State Water Board **SUBJECT TO PRIOR RIGHTS** and to the limitations and conditions herein.

Amended License 904A supersedes the license originally issued on **April 18, 1930**, which was perfected in accordance with the laws of California, the Regulations of the State Water Board, or its predecessor, and the terms of **Permit 614**. The priority of this right dates from **March 1, 1919**. Proof of maximum beneficial use of water under this license was made as of **October 8, 10 and 11, 1921 and July 13, 1922** (the date of inspection).

The amount of water to which this right is entitled and hereby confirmed is limited to the amount actually beneficially used for the stated purposes and shall not exceed an average diversion rate of **eighty (80) cubic feet per second** and an instantaneous diversion rate of **one hundred (100) cubic feet per second** by direct diversion from (a) **about April 1 to about September 30** of each year for irrigation, and (b) **April 1 to September 30** of each year for all other beneficial uses. Total maximum authorized diversions during July 1 through September 30 of each year shall not exceed **7,500 acre-feet per year**. The maximum quantity diverted under this license shall not exceed **10,000 acre-feet per year**.

The maximum combined diversion under License 904A (Application 1199A) and License 5487A (Application 12073A) shall not exceed **10,000 acre-feet per year**.

THE POINT OF DIVERSION OF SUCH WATER IS LOCATED:

By California Coordinate System of 1983, Zone 2, North 2,008,200 feet and East 6,667,300 feet, being within NE¼ of NW¼ of projected Section 34, T10N, R3E, MDB&M.

Upon completion of a fish screen diversion facility, diversion at the following point of diversion shall be discontinued:

By California Coordinate System of 1983, Zone 2, North 2,008,400 feet and East 6,667,100 feet, being within SE¼ of SW¼ of Section 27, T10N, R3E, MDB&M.

THE POINTS OF REDIVERSION OF SUCH WATER ARE LOCATED:

1. By California Coordinate System of 1983, Zone 2, North 1,997,410 feet and East 6,656,940 feet, being within NE¼ of NW¼ of Section 8, T9N, R3E, MDB&M.
2. By California Coordinate System of 1983, Zone 2, North 1,997,830 feet and East 6,650,590 feet, being within SW¼ of SW¼ of Section 6, T9N, R3E, MDB&M.

A DESCRIPTION OF THE LANDS OR THE PLACE WHERE SUCH WATER IS PUT TO BENEFICIAL USE IS AS FOLLOWS:

Municipal and Industrial uses within City of Woodland, City of Davis and University of California, Davis within T8N, R1E, R2E and R3E; T9N, R2E and R3E; T10N, R2E and R3E, MDB&M; Irrigation on 23,950 acres within T8N, R1E, R2E and R3E; T9N, R2E and R3E; T10N, R2E and R3E, MDB&M; and Fisheries and Aquaculture Research within projected Sections 16 and 21, T8N, R2E, MDB&M as shown on map dated March 28, 2011 filed with the State Water Board.

Irrigation and incidental fish and wildlife enhancement on 21,314 acres within T9N, R2E; T9N, R3E; T10N, R2E and T10N, R3E, MDB&M, as shown on map dated February 17, 1920 filed with the State Water Board.

License 904A is specifically senior in priority to License 904B for water put to municipal and industrial purposes of use. For all other purposes of use, Licenses 904A and 904B shall have co-equal priority.

Any water diverted under this license and conveyed to a municipal water treatment plant shall be construed as being used for municipal and/or industrial use and shall be separately reported by licensee. Licensee shall make monthly reporting data publicly available. Licensee shall timely inform the owner(s) of Licenses 904B and 5487B (Applications 1199B and 12073B) of the site where these public data will be available, and of any subsequent changes thereto.

The maximum seasonal quantity of water to be directly diverted pursuant to Licenses 904A and 5487A and under licensee's Sacramento River Settlement Contract with the U.S. Bureau of Reclamation shall not exceed 10,000 acre-feet during the period from about April 1 through about October 31 during the term of that contract or any renewals thereof, and for an amount not to exceed 10,000 acre-feet during the period from about April 1 through about October 31, if that contract is not in place.

Licensee shall install and maintain devices satisfactory to the State Water Board to measure the instantaneous rate of diversion, the amounts of water diverted each day, and the cumulative quantity of water diverted under this license. Licensee shall make daily readings of these measuring devices and record these readings separately for each water right held by Licensee. Records of all such measurements shall be maintained by Licensee, and made available to interested parties upon reasonable request. Licensee also shall, subject to any applicable Homeland Security restrictions, post such records on a publicly accessible website within 48 hours after the measurements are made. Copies of the records shall be submitted to the State Water Board with the annual Report of Licensee and concurrently submitted to the Department of Fish and Game.

Licensee shall allow the Department of Fish and Game, or a designated representative, reasonable access to measuring devices for the purpose of verifying measurement readings.

Irrespective of whether the diversion intake facility is used by more than one entity, the water diverted by Licensee shall be separately accounted for. After diversion, the water diverted by Licensee shall be conveyed to a separate metering facility and separately metered and reported.

After January 1, 2016, no water shall be diverted under this license except through a fish screen on the intake to the diversion structure, satisfactory to meet the physical and operational specifications of the Department of Fish and Game, U.S. Fish and Wildlife Service and National Marine Fisheries Service, as specified at the time the last permit for construction is issued, to protect species of fish listed as endangered or threatened under the California Endangered Species Act (Fish and Game Code sections 2050 to 2098) or the federal Endangered Species Act (16 U.S.C. sections 1531 to 1544). Construction, operation, and maintenance costs of the required facility are the responsibility of the Licensee.

Licensee shall comply with all applicable requirements in existing and future biological opinions and permits, including any permits issued by the Department of Fish and Game, State or Regional Water Boards, National Marine Fisheries Service, U.S. Fish and Wildlife Service, and Army Corps of Engineers, for aquatic and terrestrial species associated with activities involving this license.

While Licensee's Sacramento River Settlement Contract with the United States is in effect, the amount authorized for diversion under Licenses 904A and 5487A in any month shall not exceed the quantities listed for each month in Exhibit A to Contract No. 14-06-200-7422X-R-1 except as provided for by the terms of that contract, and the total amount shall not exceed 10,000 acre-feet per year.

If it is determined after license issuance that the as-built conditions of the project are not correctly represented by the map(s) prepared to accompany the application, Licensee shall, at his expense, have the subject map(s) updated or replaced with equivalent as-built map(s). Said revision(s) or new map(s) shall be prepared by a civil engineer or land surveyor registered or licensed in the State of California and shall meet the requirements prescribed in section 715 and sections 717 through 723 of the California Code of Regulations, Title 23. Said revision(s) or map(s) shall be furnished upon request of the Deputy Director for Water Rights.

The right hereby confirmed to the diversion and use of water is restricted to the point or points of diversion herein specified and to the lands or place of use herein described.

Reports shall be filed promptly by the licensee on the appropriate forms which will be provided for the purpose from time to time by the State Water Board.

Licensee shall allow representatives of the State Water Board and other parties, as may be authorized from time to time by the State Water Board, reasonable access to project works to determine compliance with the terms of this license.

Pursuant to Water Code sections 100 and 275 and the common law public trust doctrine, all rights and privileges under this license, including method of diversion, method of use, and quantity of water diverted, are subject to the continuing authority of the State Water Board in accordance with law and in the interest of the public welfare to protect public trust uses and to prevent waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of said water.

The continuing authority of the State Water Board may be exercised by imposing specific requirements over and above those contained in this license with a view to eliminating waste of water and to meeting the reasonable water requirements of licensee without unreasonable draft on the source. Licensee may be required to implement a water conservation plan, features of which may include but not necessarily be limited to: (1) reusing or reclaiming the water allocated; (2) using water reclaimed by another entity instead of all or part of the water allocated; (3) restricting diversions so as to eliminate agricultural tailwater or to reduce return flow; (4) suppressing evaporation losses from water surfaces; (5) controlling phreatophytic growth; and (6) installing, maintaining, and operating efficient water measuring devices to assure compliance with the quantity limitations of this license and to determine accurately water use as against reasonable water requirement for the authorized project. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such specific requirements are physically and financially feasible and are appropriate to the particular situation.

The continuing authority of the State Water Board also may be exercised by imposing further limitations on the diversion and use of water by the licensee in order to protect public trust uses. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such action is consistent with California Constitution article X, section 2; is consistent with the public interest and is necessary to preserve or restore the uses protected by the public trust.

The quantity of water diverted under this license is subject to modification by the State Water Board if, after notice to the licensee and an opportunity for hearing, the State Water Board finds that such modification is necessary to meet water quality objectives in water quality control plans which have been or hereafter may be established or modified pursuant to division 7 of the Water Code. No action will be taken pursuant to this paragraph unless the State Water Board finds that: (1) adequate waste discharge requirements have been prescribed and are in effect with respect to all waste discharges which have any substantial effect upon water quality in the area involved, and (2) the water quality objectives cannot be achieved solely through the control of waste discharges.

This license does not authorize any act which results in the taking of a threatened or endangered species or candidate species or any act which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish and Game Code sections 2050 to 2089) or the federal Endangered Species Act (16 U.S.C.A. sections 1531 to 1544). If a "take" will result from any act authorized under this water right, the licensee shall obtain authorization for an incidental take prior to construction or operation of the project. Licensee shall be responsible for meeting all requirements of the state or federal Endangered Species Acts for the project authorized under this license.

If construction or rehabilitation work is required for the diversion works covered by this license within the bed, channel, or bank of the affected water body, the licensee shall enter into a streambed or lake alteration agreement with the State Department of Fish and Game. Licensee shall submit a copy of the agreement, or waiver thereof, to the Division of Water Rights prior to commencement of work. Compliance with the terms and conditions of the agreement is the responsibility of the licensee.

This license is granted and the licensee accepts all rights herein confirmed subject to the following provisions of the Water Code:

Section 1625. Each license shall be in such form and contain such terms as may be prescribed by the State Water Board. Section

1626. All licenses shall be under the terms and conditions of this division (of the Water Code).

Section 1627. A license shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code) but no longer.

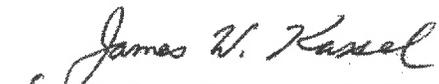
Section 1628. Every license shall include the enumeration of conditions therein which in substance shall include all of the provisions of this article (of the Water Code) and the statement that any appropriator of water to whom a license is issued takes the license subject to the conditions therein expressed.

Section 1629. Every licensee, if he accepts a license, does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefore shall at any time be assigned to or claimed for any license granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any licensee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any licensee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

Section 1630. At any time after the expiration of twenty years after the granting of a license, the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State shall have the right to purchase the works and property occupied and used under the license and the works built or constructed for the enjoyment of the rights granted under the license.

Section 1631. In the event that the State, or any city, city and county, municipal water district, irrigation district, lighting district, or political subdivision of the State so desiring to purchase and the owner of the works and property cannot agree upon the purchase price, the price shall be determined in such manner as is now or may hereafter be provided by law for determining the value of property taken in eminent domain proceedings.

STATE WATER RESOURCES CONTROL BOARD


for Barbara Evoy, Deputy Director
Division of Water Rights

Dated: DEC 21 2012



STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD

DIVISION OF WATER RIGHTS

Amended License for Diversion and Use of Water

APPLICATION 12073A
Page 1 of 5

PERMIT 7234A

LICENSE 5487A

THIS IS TO CERTIFY, That

Woodland-Davis Clean Water Agency
1717 Fifth Street
Davis, CA 95616

has the right to the use of the waters of **Sacramento River** in **Yolo County**

tributary to **Suisun Bay**

for the purpose of **municipal, industrial, irrigation, fisheries and aquaculture research and incidental fish and wildlife enhancement uses.**

The Deputy Director for Water Rights finds that: (a) the change will not operate to the injury of any lawful user of water; (b) good cause has been shown for the change; (c) the petition does not constitute the initiation of a new right; and (d) the State Water Resources Control Board (State Water Board) has made the required findings pursuant to the California Environmental Quality Act (CEQA) or the project is exempt from CEQA.

Additionally, the State Water Board has complied with its independent obligation to consider the effect of the proposed project on public trust resources and to protect those resources where feasible. (*National Audubon Society v. Superior Court* (1983) 33 Cal.3d 419 [189 Cal.Rptr. 346], 658 P.2d 709.)

This amended license is being issued in accordance with the redelegations of authority (Resolution No. 2012-0029). Therefore, this amended license on **Application 12073** filed on **September 8, 1947** has been approved by the State Water Board SUBJECT TO PRIOR RIGHTS and to the limitations and conditions herein.

Amended License 5487A supersedes the license originally issued on **March 24, 1959**, which was perfected in accordance with the laws of California, the Regulations of the State Water Board, or its predecessor, and the terms of **Permit 7234**. The priority of this right dates from **September 8, 1947**. Proof of maximum beneficial use of water under this license was made as of **September 29, 1958** (the date of inspection).

The amount of water to which this right is entitled and hereby confirmed is limited to the amount actually beneficially used for the stated purposes and shall not exceed an average diversion rate of **eighty (80) cubic feet per second** and an instantaneous diversion rate of **one hundred (100) cubic feet per second** by direct diversion from (a) about **October 1 to about October 31** of each year for irrigation and (b) **October 1 to October 31** of each year for all other beneficial uses. The maximum quantity diverted under this license shall not exceed **4,919 acre-feet** per year.

The maximum combined diversion under License 904A (Application 1199A) and License 5487A (Application 12073A) shall not exceed **10,000 acre-feet** per year.

THE POINT OF DIVERSION OF SUCH WATER IS LOCATED:

By California Coordinate System of 1983, Zone 2, North 2,008,200 feet and East 6,667,300 feet, being within NE¼ of NW¼ of projected Section 34, T10N, R3E, MDB&M.

Upon completion of a fish screen diversion facility, diversion at the following point of diversion shall be discontinued:

By California Coordinate System of 1983, Zone 2, North 2,008,400 feet and East 6,667,100 feet, being within SE¼ of SW¼ of Section 27, T10N, R3E, MDB&M.

THE POINTS OF REDIVERSION OF SUCH WATER ARE LOCATED:

1. By California Coordinate System of 1983, Zone 2, North 1,997,410 feet and East 6,656,940 feet, being within NE¼ of NW¼ of Section 8, T9N, R3E, MDB&M.
2. By California Coordinate System of 1983, Zone 2, North 1,997,830 feet and East 6,650,590 feet, being within SW¼ of SW¼ of Section 6, T9N, R3E, MDB&M.

A DESCRIPTION OF THE LANDS OR THE PLACE WHERE SUCH WATER IS PUT TO BENEFICIAL USE IS AS FOLLOWS:

Municipal and Industrial uses within City of Woodland, City of Davis and University of California, Davis within T8N, R1E, R2E and R3E; T9N, R2E and R3E; T10N, R2E and R3E, MDB&M; Irrigation on 23,950 acres within T8N, R1E, R2E and R3E; T9N, R2E and R3E; T10N, R2E and R3E, MDB&M; and Fisheries and Aquaculture Research within projected Sections 16 and 21, T8N, R2E, MDB&M as shown on map dated March 28, 2011 filed with the State Water Board.

Irrigation and incidental fish and wildlife enhancement on 17,628.32 net acres within a gross acreage of 18,998 acres within T9N, R2E; T9N, R3E; T10N, R2E and T10N, R3E, MDB&M, as shown on a map dated November, 1947 filed with the State Water Board.

License 5487A is specifically senior in priority to License 5487B for water put to municipal and industrial purposes of use. For all other purposes of use, Licenses 5487A and 5487B shall have co-equal priority.

Any water diverted under this license and conveyed to a municipal water treatment plant shall be construed as being used for municipal and/or industrial use and shall be separately reported by licensee. Licensee shall make monthly reporting data publicly available. Licensee shall timely inform the owner(s) of Licenses 904B and 5487B (Applications 1199B and 12073B) of the site where these public data will be available, and of any subsequent changes thereto.

The maximum seasonal quantity of water to be directly diverted pursuant to Licenses 904A and 5487A and under licensee's Sacramento River Settlement Contract with the U.S. Bureau of Reclamation shall not exceed 10,000 acre-feet during the period from about April 1 through about October 31 during the term of that contract or any renewals thereof, and for an amount not to exceed 10,000 acre-feet during the period from about April 1 through about October 31, if that contract is not in place.

Licensee shall install and maintain devices satisfactory to the State Water Board to measure the instantaneous rate of diversion, the amounts of water diverted each day, and the cumulative quantity of water diverted under this license. Licensee shall make daily readings of these measuring devices and

record these readings separately for each water right held by Licensee. Records of all such measurements shall be maintained by Licensee, and made available to interested parties upon reasonable request. Licensee also shall, subject to any applicable Homeland Security restrictions, post such records on a publicly accessible website within 48 hours after the measurements are made. Copies of the records shall be submitted to the State Water Board with the annual Report of Licensee and concurrently submitted to the Department of Fish and Game.

Licensee shall allow the Department of Fish and Game, or a designated representative, reasonable access to measuring devices for the purpose of verifying measurement readings.

Irrespective of whether the diversion intake facility is used by more than one entity, the water diverted by Licensee shall be separately accounted for. After diversion, the water diverted by Licensee shall be conveyed to a separate metering facility and separately metered and reported.

After January 1, 2016, no water shall be diverted under this license except through a fish screen on the intake to the diversion structure, satisfactory to meet the physical and operational specifications of the Department of Fish and Game, U.S. Fish and Wildlife Service and National Marine Fisheries Service, as specified at the time the last permit for construction is issued, to protect species of fish listed as endangered or threatened under the California Endangered Species Act (Fish and Game Code sections 2050 to 2098) or the federal Endangered Species Act (16 U.S.C. sections 1531 to 1544). Construction, operation, and maintenance costs of the required facility are the responsibility of the Licensee.

Licensee shall comply with all applicable requirements in existing and future biological opinions and permits, including any permits issued by the Department of Fish and Game, State or Regional Water Boards, National Marine Fisheries Service, U.S. Fish and Wildlife Service, and Army Corps of Engineers, for aquatic and terrestrial species associated with activities involving this license.

While Licensee's Sacramento River Settlement Contract with the United States is in effect, the amount authorized for diversion under Licenses 904A and 5487A in any month shall not exceed the quantities listed for each month in Exhibit A to Contract No. 14-06-200-7422X-R-1 except as provided for by the terms of that contract, and the total amount shall not exceed 10,000 acre-feet per year.

If it is determined after license issuance that the as-built conditions of the project are not correctly represented by the map(s) prepared to accompany the application, Licensee shall, at his expense, have the subject map(s) updated or replaced with equivalent as-built map(s). Said revision(s) or new map(s) shall be prepared by a civil engineer or land surveyor registered or licensed in the State of California and shall meet the requirements prescribed in section 715 and sections 717 through 723 of the California Code of Regulations, Title 23. Said revision(s) or map(s) shall be furnished upon request of the Deputy Director for Water Rights.

The right hereby confirmed to the diversion and use of water is restricted to the point or points of diversion herein specified and to the lands or place of use herein described.

Reports shall be filed promptly by the licensee on the appropriate forms which will be provided for the purpose from time to time by the State Water Board.

Licensee shall allow representatives of the State Water Board and other parties, as may be authorized from time to time by the State Water Board, reasonable access to project works to determine compliance with the terms of this license.

Pursuant to Water Code sections 100 and 275 and the common law public trust doctrine, all rights and privileges under this license, including method of diversion, method of use, and quantity of water diverted, are subject to the continuing authority of the State Water Board in accordance with law and in the interest of the public welfare to protect public trust uses and to prevent waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of said water.

The continuing authority of the State Water Board may be exercised by imposing specific requirements over and above those contained in this license with a view to eliminating waste of water and to meeting the reasonable water requirements of licensee without unreasonable draft on the source. Licensee may be required to implement a water conservation plan, features of which may include but not necessarily be limited to: (1) reusing or reclaiming the water allocated; (2) using water reclaimed by another entity instead of all or part of the water allocated; (3) restricting diversions so as to eliminate agricultural tailwater or to reduce return flow; (4) suppressing evaporation losses from water surfaces; (5) controlling phreatophytic growth; and (6) installing, maintaining, and operating efficient water measuring devices to assure compliance with the quantity limitations of this license and to determine accurately water use as against reasonable water requirement for the authorized project. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such specific requirements are physically and financially feasible and are appropriate to the particular situation.

The continuing authority of the State Water Board also may be exercised by imposing further limitations on the diversion and use of water by the licensee in order to protect public trust uses. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such action is consistent with California Constitution article X, section 2; is consistent with the public interest and is necessary to preserve or restore the uses protected by the public trust.

The quantity of water diverted under this license is subject to modification by the State Water Board if, after notice to the licensee and an opportunity for hearing, the State Water Board finds that such modification is necessary to meet water quality objectives in water quality control plans which have been or hereafter may be established or modified pursuant to division 7 of the Water Code. No action will be taken pursuant to this paragraph unless the State Water Board finds that: (1) adequate waste discharge requirements have been prescribed and are in effect with respect to all waste discharges which have any substantial effect upon water quality in the area involved, and (2) the water quality objectives cannot be achieved solely through the control of waste discharges.

This license does not authorize any act which results in the taking of a threatened or endangered species or candidate species or any act which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish and Game Code sections 2050 to 2089) or the federal Endangered Species Act (16 U.S.C.A. sections 1531 to 1544). If a "take" will result from any act authorized under this water right, the licensee shall obtain authorization for an incidental take prior to construction or operation of the project. Licensee shall be responsible for meeting all requirements of the state or federal Endangered Species Acts for the project authorized under this license.

If construction or rehabilitation work is required for the diversion works covered by this license within the bed, channel, or bank of the affected water body, the licensee shall enter into a streambed or lake alteration agreement with the State Department of Fish and Game. Licensee shall submit a copy of the agreement, or waiver thereof, to the Division of Water Rights prior to commencement of work. Compliance with the terms and conditions of the agreement is the responsibility of the licensee.

This license is granted and the licensee accepts all rights herein confirmed subject to the following provisions of the Water Code:

Section 1625. Each license shall be in such form and contain such terms as may be prescribed by the State Water Board. Section 1626. All licenses shall be under the terms and conditions of this division (of the Water Code).

Section 1627. A license shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code) but no longer.

Section 1628. Every license shall include the enumeration of conditions therein which in substance shall include all of the provisions of this article (of the Water Code) and the statement that any appropriator of water to whom a license is issued takes the license subject to the conditions therein expressed.

Section 1629. Every licensee, if he accepts a license, does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefore shall at any time be assigned to or claimed for any license granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any licensee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any licensee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

Section 1630. At any time after the expiration of twenty years after the granting of a license, the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State shall have the right to purchase the works and property occupied and used under the license and the works built or constructed for the enjoyment of the rights granted under the license.

Section 1631. In the event that the State, or any city, city and county, municipal water district, irrigation district, lighting district, or political subdivision of the State so desiring to purchase and the owner of the works and property cannot agree upon the purchase price, the price shall be determined in such manner as is now or may hereafter be provided by law for determining the value of property taken in eminent domain proceedings.

STATE WATER RESOURCES CONTROL BOARD

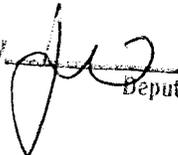
James W. Kassel
for *Barbara Evoy, Deputy Director*
Division of Water Rights

Dated: DEC 21 2012

CERTIFIED COPY

FILED
YOLO SUPERIOR COURT

AUG 28 2014

By:  Deputy

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Attorneys for Plaintiff
Woodland-Davis Clean Water Agency

Exempt from Filing Fees,
Government Code § 6103

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF YOLO

Woodland-Davis Clean Water Agency,

Case No. CV14-757

Plaintiff,

DEFAULT JUDGMENT BY COURT

v.

(Code Civ. Proc., § 585, subd. (c) (after hearing).)

All Persons Interested in the Matter of the
Legality or the Validity of the Woodland-
Davis Clean Water Agency's Execution of the
Contract Between the United States and the
Woodland-Davis Clean Water Agency,
Diverter of Water from Sacramento River
Sources, Settling Water Rights Disputes,
Contract No. 14-06-200-7422X-R-1,

Date: August 28, 2014
Time: 9:00 a.m.
Judge: Honorable Timothy Fall
Dept.: 2

Complaint Filed: May 2, 2014

Defendants.

This cause came on for hearing on August 28, 2014, before the Honorable Timothy Fall, presiding in Department 2 of the above-entitled court. Andrew Ramos appeared for plaintiff Woodland-Davis Clean Water Agency.

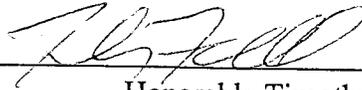
The defendants, All Persons Interested in the Matter of the Legality or the Validity of the Woodland-Davis Clean Water Agency's Execution of the Contract Between the United States and the Woodland-Davis Clean Water Agency, Diverter of Water from Sacramento River Sources, Settling Water Rights Disputes, Contract No. 14-06-200-7422X-R-1, having been regularly served with the summons by publication, having failed to appear and answer plaintiff's complaint within the time allowed by law, and the default of these defendants having been entered; on application of plaintiff to the court and proof of publication and of the

1 allegations of plaintiff's complaint having been made to the satisfaction of the court; and the
2 court finding that this action is properly brought under the Code of Civil Procedure sections
3 860 to 870.5 and Government Code section 6516.6, subdivision (e), in the Superior Court for
4 the County of Yolo,

5 IT IS ORDERED that judgment pursuant to California Code of Civil Procedure sections
6 585 and 860 to 870.5 is entered for plaintiff, and against defendants, confirming plaintiff's
7 execution of the Contract Between the United States and the Woodland-Davis Clean Water
8 Agency, Diverter of Water from Sacramento River Sources, Settling Water Rights Disputes,
9 Contract No. 14-06-200-7422X-R-1, and it is decreed and adjudged that the contract is lawful,
10 valid and binding on plaintiff.

11
12 Dated: _____

8/28/14



Honorable Timothy Fall
Judge of the Superior Court

CERTIFIED COPY

ALAN B. LILLY, State Bar No. 107409
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FILED
YOLO SUPERIOR COURT

MAY 02 2014

By

Deputy

Attorneys for Plaintiff
Woodland-Davis Clean Water Agency

Exempt from Filing Fees,
Government Code § 6103

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF YOLO

Woodland-Davis Clean Water Agency,

Case No. CV14-757

Plaintiff,

**WOODLAND-DAVIS CLEAN WATER
AGENCY'S COMPLAINT FOR
VALIDATION**

v.

(Code Civ. Proc., § 860 et seq.; Gov't Code,
§ 6516.6, subd. (e).)

All Persons Interested in the Matter of the
Legality or the Validity of the Woodland-
Davis Clean Water Agency's Execution of the
Contract Between the United States and the
Woodland-Davis Clean Water Agency,
Diverter of Water from Sacramento River
Sources, Settling Water Rights Disputes,
Contract No. 14-06-200-7422X-R-1,

Defendants.

Plaintiff Woodland-Davis Clean Water Agency (the "Agency") alleges:

NATURE OF THE ACTION

1. This is an in rem proceeding brought under Code of Civil Procedure section 860 et seq. (the "Validation Statutes") and Government Code section 6516.6, subdivision (e). The Agency requests that this Court issue a judgment confirming, decreeing and adjudging the Agency's lawful, valid, and binding execution of the contract referred to as Contract Between the United States and the Woodland-Davis Clean Water Agency, Diverter of Water from Sacramento River Sources, Settling Water Rights Disputes, Contract No. 14-06-200-7422X-R-1 (the "Settlement Contract"). A true and correct copy of the Settlement Contract is attached to this Complaint as "Exhibit 1" and incorporated by reference.

ORIGINAL

1 7. The Agency's Board of Directors is the Agency's duly constituted and acting
2 governing body. During a meeting properly noticed and held on January 16, 2014, the
3 Agency's Board of Directors by motion duly made, seconded and approved, adopted Agency
4 Resolution No. 2014-01, "A Resolution of the Board of Directors of the Woodland-Davis
5 Clean Water Agency Approving Contract Between the United States Bureau of Reclamation
6 and Woodland-Davis Clean Water Agency, Diverter of Water from Sacramento River Sources,
7 Settling Water Rights Disputes." A true and correct copy of Resolution No. 2014-01 is
8 attached to this Complaint as "**Exhibit 2**" and incorporated by reference.

9 8. In Resolution No. 2014-01, the Agency's Board of Directors authorized the
10 Agency's General Manager to execute the Settlement Contract. On or about March 24, 2014,
11 the Agency's General Manager executed the Settlement Contract on the Agency's behalf and
12 an authorized agent of the United States executed the Settlement Contract on Reclamation's
13 behalf.

14 9. Article 24 of the Settlement Contract requires the Agency to secure the
15 judgment sought in this action as a condition to the Settlement Contract becoming binding on
16 the United States.

17 **SERVICE ON THE INTERESTED PARTY DEFENDANTS**

18 10. The Woodland Daily Democrat is a newspaper of general circulation in the
19 county where this action is pending and in the boundaries of the Agency. Publication of notice
20 of this action in this newspaper is the method most likely to give notice to the persons
21 interested in these proceedings. The Agency requests that the Court order publication of the
22 summons in this newspaper under Code of Civil Procedure section 861 and Government Code
23 section 6063.

24 11. The Agency requests that the Court order that notice be given to those persons
25 or their attorneys, who, not later than the date on which the publication of the summons is
26 complete, or such other time as the Court may order, have notified the Agency's attorneys of
27 record in writing of their interest. Such service by mail or email, as requested, is the only
28

1 reasonably practicable additional notice of the pendency of this action to persons interested in
2 the subject matter of this action.

3 **THE AGENCY'S VALID EXECUTION OF THE SETTLEMENT CONTRACT**

4 The Agency is entitled to a judgment: (1) determining that this action is properly
5 brought under Code of Civil Procedure section 860 and Government Code section 6516.6,
6 subdivision (e), as an action to determine the validity of the Agency's execution of the
7 Settlement Contract; (2) confirming the Agency's execution of the Settlement Contract; and
8 (3) decreeing and adjudging that the contract is lawful, valid and binding on the Agency.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, the Agency prays for judgment as follows:

11 1. That the Court order that the jurisdiction over all interested persons be obtained
12 by publishing the summons under Code of Civil Procedure section 861 and Government Code
13 section 6063 in the Woodland Daily Democrat, and by mailing or emailing, as requested, a
14 copy of the summons and complaint to those persons or their attorneys, who, not later than the
15 date on which publication of the summons is complete, or such other time as the Court may
16 order, have notified the Agency's attorneys of record in writing of their interest in this matter;

17 2. That the Court rule this action is properly brought under the Code of Civil
18 Procedure 860 et seq. and Government Code section 6516.6, subdivision (e), in the Superior
19 Court for the County of Yolo;

20 3. That judgment be entered for the Agency confirming the Agency's execution of
21 the Settlement Contract, and decreeing and adjudging that the contract is lawful, valid and
22 binding on the Agency;

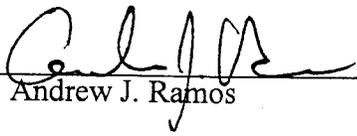
23 4. For costs of suit; and,

24 5. For such other and further relief as the Court deems just and proper.

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Dated: May 2, 2014

Respectfully submitted,
BARTKIEWICZ, KRONICK & SHANAHAN
A Professional Corporation

By: 
Andrew J. Ramos

Attorneys for Plaintiff
Woodland-Davis Clean Water Agency

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

CONTRACT BETWEEN THE UNITED STATES
AND
WOODLAND-DAVIS CLEAN WATER AGENCY,
DIVERTER OF WATER FROM SACRAMENTO RIVER SOURCES,
SETTLING WATER RIGHTS DISPUTES

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1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 Central Valley Project, California

5 CONTRACT BETWEEN THE UNITED STATES
6 AND
7 WOODLAND-DAVIS CLEAN WATER AGENCY,
8 DIVERTER OF WATER FROM SACRAMENTO RIVER SOURCES,
9 SETTLING WATER RIGHTS DISPUTES

10 THIS CONTRACT, hereinafter referred to as "Settlement Contract," is entered
11 into by the UNITED STATES OF AMERICA, hereinafter referred to as the United States, made
12 this 24th day of March, 20 14, pursuant to the applicable authority
13 granted to it generally in the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
14 supplementary thereto, including, but not limited to, the Acts of August 26, 1937 (50 Stat. 844),
15 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
16 particularly Section 14 thereto, October 12, 1982 (96 Stat. 1263), October 27, 1986
17 (100 Stat. 3050), as amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706),
18 all collectively hereinafter referred to as Federal Reclamation law, and WOODLAND-DAVIS
19 CLEAN WATER AGENCY, hereinafter referred to as the Contractor, a California joint powers
20 authority, duly organized, existing and acting pursuant to the laws of the State of California,
21 with its principal place of business in California;

22 WITNESSETH, That:

23 EXPLANATORY RECITALS

24 [1st] WHEREAS, the United States has constructed and is operating the Central Valley
25 Project, California, for multiple purposes pursuant to its statutory authority; and

26 [2nd] WHEREAS, the construction and operation of the integrated and coordinated
27 Central Valley Project has changed and will further change the regimen of the Sacramento,
28 American, San Joaquin, and Trinity Rivers and the Sacramento-San Joaquin Delta from
29 unregulated flow to regulated flow; and

30 [3rd] WHEREAS, the United States has rights to divert, is diverting, and will continue
31 to divert waters from said Rivers and said Delta in connection with the operation of said Central
32 Valley Project; and

33 [4th] WHEREAS, Conaway Preservation Group, LLC, hereinafter referred to as
34 Conaway, has rights to divert water from the Sacramento River for irrigation purposes under
35 Water Right Licenses 904, 905, and 5487, which are administered and enforced by the
36 California State Water Resources Control Board, hereinafter referred to as SWRCB; and

37 [5th] WHEREAS, the diversion of water by Conaway under Water Right
38 Licenses 904, 905, and 5487 is subject to the terms and conditions of "Contract Between the
39 United States and Conaway Preservation Group, LLC, Diverter of Water From Sacramento
40 River Sources, Settling Water Right Disputes and Providing for Project Water", Contract
41 No. 14-06-200-7422A-R-1, dated March 4, 2005, hereinafter referred to as the Existing Contract,
42 which provides for up to 50,190 acre-feet of Base Supply and a supplemental supply of
43 672 acre-feet of Project Water to be diverted annually from the Sacramento River from
44 April 1, 2005, through March 31, 2045; and

45 [6th] WHEREAS, Conaway, Tri-City Water and Farm, LLC, and the Contractor
46 entered into that certain Water Agreement, dated December 21, 2010, which provides, in part,
47 for Conaway to assign and convey to the Contractor its interests in 10,000 acre-feet of

48 Sacramento River Water diverted under Water Right Licenses 904 and 5487, which is a portion
49 of the Base Supply made available under the terms and conditions of the Existing Contract; and

50 [7th] WHEREAS, on March 17, 2011, Conaway petitioned the SWRCB to approve the
51 proposed split of Water Right Licenses 904 and 5487 between Conaway and the Contractor, and
52 to add additional purposes of use, places of use and point of diversion to effectuate the
53 assignment and conveyance of the 10,000 acre-feet of Sacramento River water to the Contractor;
54 and

55 [8th] WHEREAS, pursuant to SWRCB letter, dated November 21, 2012, as modified
56 by SWRCB letter dated December 21, 2012, Conaway's petition for change was granted, and
57 Amended Licenses for Diversion and Use of Water, 904A and 5487A, were issued to the
58 Contractor and Amended Licenses for Diversion and Use of Water, 904B and 5487B, were
59 issued to Conaway, each subject to specific terms and conditions for its exercise; and

60 [9th] WHEREAS, the Existing Contract between Conaway and the United States will
61 be amended, and a new Sacramento River Settlement Contract between the Contractor and the
62 United States will be executed, to recognize the water right changes and the terms and conditions
63 in the Amended Licenses for Diversion and Use of Water, 904B and 5487B, and 904A and
64 5487A, respectively; and

65 [10th] WHEREAS, the parties acknowledge that the Secretary of the Interior's discretion
66 at the time of renewal of certain Sacramento River Water Right Settlement contracts including
67 Conaway's Existing Contract dated March 4, 2005 and the 10,000 acre-feet of Base Supply
68 water to be assigned to the Contractor from Conaway as set forth in this Contract is the subject of
69 pending litigation in *Natural Resources Defense Council, et al. v. Salazar, et al.*, Case
70 No. 09-17661 (9th Cir.), and;

71 [11th] WHEREAS, the parties further acknowledge that if the court issues an order or
72 opinion invalidating Conaway's Existing Contract due to consultation requirements under
73 Section 7 of the Endangered Species Act, the validity of this Settlement Contract may be
74 similarly affected, and;

75 [12th] WHEREAS, to assure the Contractor of the enjoyment and use of the regulated
76 flow of the said Rivers and the Delta, and to provide for the economical operation of the
77 Central Valley Project by, and the reimbursement to, the United States for expenditures made for
78 said Project;

79 NOW, THEREFORE, in consideration of the performance of the herein contained
80 provisions, conditions, and covenants, it is agreed as follows:

81 DEFINITIONS

82 1. When used herein, unless otherwise expressed or incompatible with the intent
83 hereof, the term:

84 (a) "Base Supply" shall mean the quantity of Surface Water established in
85 Articles 3 and 5 which may be diverted by the Contractor from the Sacramento River each month
86 during the period April through October of each Year without payment to the United States for
87 such quantities diverted;

88 (b) "Contract Total" shall mean the sum of the Base Supply available for
89 diversion by the Contractor for the period April 1 through October 31;

90 (c) "Critical Year" shall mean any Year in which either of the following
91 eventualities exists:

92 (1) The forecasted full natural inflow to Shasta Lake for the current
93 Water Year, as such forecast is made by the United States on or before February 15 and

94 reviewed as frequently thereafter as conditions and information warrant, is equal to or
95 less than 3.2 million acre-feet; or

96 (2) The total accumulated actual deficiencies below 4 million acre-feet
97 in the immediately prior Water Year or series of successive prior Water Years each of
98 which had inflows of less than 4 million acre-feet, together with the forecasted deficiency
99 for the current Water Year, exceed 800,000 acre-feet.

100 For the purpose of determining a Critical Year, the computation of inflow
101 to Shasta Lake shall be performed in a manner that considers the extent of upstream development
102 above Shasta Lake during the year in question, and shall be used as the full natural flow to
103 Shasta Lake. In the event that major construction has occurred or occurs above Shasta Lake after
104 September 1, 1963, and which has materially altered or alters the regimen of the stream systems
105 contributing to Shasta Lake, the computed inflow to Shasta Lake used to define a Critical Year
106 will be adjusted to eliminate the effect of such material alterations. After consultation with the
107 State of California, the National Weather Service, and other recognized forecasting agencies, the
108 Contracting Officer will select the forecast to be used and will make the details of it available to
109 the Contractor. The same forecasts used by the United States for the operation of the Project
110 shall be used to make the forecasts hereunder;

111 (d) "CVPIA" shall mean the Central Valley Project Improvement Act,
112 Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706);

113 (e) "Project" shall mean the Central Valley Project owned by the
114 United States and managed by the Department of the Interior, Bureau of Reclamation;

115 (f) "Project Water" shall mean all water that is developed, diverted, stored, or
116 delivered by the United States pursuant to Federal Reclamation law;

117 (g) "Rescheduling Fee" shall mean the payments required for each acre-foot
118 of Base Supply rescheduled pursuant to subdivision (c)(1) of Article 3 of this Settlement
119 Contract, as determined annually by the Contracting Officer in accordance with the then-current
120 applicable water rate setting policies for the Project. The type and amount of the Rescheduling
121 Fee will be identified on Exhibit "C";

122 (h) "Secretary" or "Contracting Officer" shall mean the Secretary of the
123 Interior, a duly appointed successor, or an authorized representative acting pursuant to any
124 authority of the Secretary and through any agency of the Department of the Interior;

125 (i) "Surface Water" shall mean only those waters that are considered as
126 surface water under California law;

127 (j) "Water Year" shall mean the period commencing with October 1 of one
128 year and extending through September 30 of the next; and

129 (k) "Year" shall mean a calendar year.

130 TERM OF SETTLEMENT CONTRACT

131 2. This Settlement Contract shall become effective on the date the Contractor starts
132 diverting the assigned water pursuant to Licenses 904A and 5487A or January 15, 2016,
133 whichever is earlier, and shall remain in effect until and including March 31, 2045: *Provided,*
134 That under terms and conditions mutually agreeable to the parties hereto, renewals may be made
135 for successive periods not to exceed 40 years each. The terms and conditions of each renewal
136 shall be agreed upon not later than one year prior to the expiration of the then-existing Settlement
137 Contract.

138

WATER TO BE FURNISHED TO CONTRACTOR

139

3. (a) Subject to the conditions, limitations, and provisions hereinafter

140

expressed, the Contractor is hereby entitled and authorized to divert from the Sacramento River

141

at the locations shown in Exhibit "A", for beneficial use within the area delineated on Exhibit "B",

142

(both Exhibits are attached hereto and made a part hereof), the Contract Total designated in

143

Exhibit "A", or any revision thereof, in accordance with the monthly operating schedule required

144

by subdivision (c) of Article 3 of this Settlement Contract. The quantity of any water diverted

145

under this Settlement Contract from the Sacramento River, during the period April through

146

October, for use on any lands delineated on Exhibit "B", by the owner of such lands or otherwise

147

shall constitute a part of the Contract Total as shown on Exhibit "A" and shall be subject to all

148

the provisions of this Settlement Contract relating to such Contract Total as if such diversion

149

were made by the Contractor: *Provided, however,* That the Contractor reserves the right to, and

150

may at its option, divert water for beneficial use from the Sacramento River under Water Right

151

Permit 20281 issued to the Contractor by the SWRCB under Application 30358, to the extent

152

permitted under California law for beneficial use within the authorized place of use for Permit

153

20281, and such diversions will not be considered to be diversions under this Settlement

154

Contract or a part of the quantity of Base Supply specified in Exhibit "A". The lawfulness of the

155

Contractor's points of diversion for said area from the Sacramento River will not be challenged

156

by, or on behalf of, the Bureau of Reclamation except in the case of a general adjudication as

157

provided in subdivisions (b) and (c) of Article 9 of this Settlement Contract.

158

(b) The Contractor may acquire rights to divert water from the Sacramento

159

River during the period April through October after the date of execution of this Settlement

160

Contract. All diversions made from the Sacramento River, pursuant to such rights, during the

161 period April through October, shall not be considered to be diversions made pursuant to this
162 Settlement Contract or a part of the quantity of Base Supply specified in Exhibit "A": *Provided*,
163 That the quantities diverted pursuant to the above rights shall be identified on the schedule
164 submitted pursuant to subdivision (c) of Article 3 below, and shall not be substituted for any
165 Base Supply: *Provided, further*, That any such identified quantities of water under other
166 acquired rights may be diverted by the Contractor before incurring any fee pursuant to
167 subdivision (c)(1) of Article 3 below.

168 (c) Before April 1 and before the first day of each month thereafter when a
169 revision is needed, the Contractor shall submit a written schedule to the Contracting Officer
170 indicating the Contract Total to be diverted by the Contractor for irrigation and/or municipal and
171 industrial purposes during each month under this Settlement Contract. The United States shall
172 furnish water to the Contractor in accordance with the monthly operating schedule or any
173 revisions thereof. However, the United States recognizes the need of the Contractor to change
174 from time to time its monthly diversions of water from the quantities shown in Exhibit "A"; the
175 Contractor may make such changes, provided:

176 (1) that for the quantity of Base Supply diverted in excess of the
177 monthly quantity shown in Exhibit "A", and as may be reduced in accordance with
178 subdivision (c) of Article 5, during June, July, August, September, or October of any
179 Water Year, the Contractor shall be charged a Rescheduling Fee equal to 50 percent of
180 the sum of the storage operations and maintenance rate and the storage capital rate
181 components of the Project ratesetting policy.

182 (2) that in no event shall the total quantity scheduled for diversion by
183 the Contractor from the Sacramento River:

184 (i) During the period April through October exceed the
185 aggregate of the Contract Total for that period shown in Exhibit "A" or any
186 revision thereof;

187 (ii) During the period July through September exceed the
188 aggregate of the Contract Total for that period shown in Exhibit "A" or any
189 revision thereof.

190 (d) In the event conditions warrant, the Contracting Officer reserves the
191 right to require the Contractor to submit, at least 72 hours prior to the beginning of each
192 weekly period, its estimate of daily diversion requirements for each such period from the
193 Sacramento River: *Provided, however*, That changes during any such period may be made upon
194 the giving of 72 hours' notice thereof to the Contracting Officer.

195 (e) No sale, transfer, exchange, or other disposal of any of the Contract Total
196 designated in Exhibit "A" or the right to the use thereof for use on land other than that shown on
197 Exhibit "B" shall be made by the Contractor without first obtaining the written consent of the
198 Contracting Officer. Such consent will not be unreasonably withheld and a decision will be
199 rendered in a timely manner. For short-term actions that will occur within one year or less, the
200 decision will be rendered within 30 days after receipt of a complete written proposal. For
201 long term actions that will occur in a period longer than one year, the decision will be rendered
202 within 90 days after receipt of a complete written proposal. For a proposal to be deemed
203 complete by the Contracting Officer, it must comply with all provisions required by State and
204 Federal law, including information sufficient to enable the Contracting Officer to comply with
205 the National Environmental Policy Act, the Endangered Species Act, and applicable rules or
206 regulations then in effect: *Provided*, That such consent does not authorize the use of Federal

207 facilities to facilitate or effectuate the sale, transfer, exchange, or other disposal of Base Supply.
208 Such use of Federal facilities will be the subject of a separate agreement to be entered into
209 between the Contractor and Reclamation.

210 (f) Nothing herein contained shall prevent the Contractor from diverting
211 water during the months of November through March for beneficial use on the lands within the
212 area shown on Exhibit "B" or elsewhere to the extent authorized under the laws of the State of
213 California.

214 (g) The United States assumes no responsibility for and neither it nor its
215 officers, agents, or employees shall have any liability for or on account of:

- 216 (1) The quality of water to be diverted by the Contractor;
217 (2) The control, carriage, handling, use, disposal, or distribution of
218 water diverted by the Contractor outside the facilities constructed and then being operated
219 and maintained by or on behalf of the United States; and
220 (3) Claims of damage of any nature whatsoever, including but not
221 limited to, property loss or damage, personal injury, or death arising out of or connected
222 with the control, carriage, handling, use, disposal, or distribution of said water outside of
223 the hereinabove referred to facilities.

224 RETURN FLOW

225 4. Nothing herein shall be construed as an abandonment or a relinquishment by the
226 United States of any right it may have to the use of waste, seepage, and return flow water derived
227 from water diverted by the Contractor hereunder and which escapes or is discharged beyond the
228 boundaries of the lands shown on Exhibit "B": *Provided*, That this shall not be construed as
229 claiming for the United States any right to such water which is recovered by the Contractor

230 pursuant to California law from within the boundaries of the lands shown on Exhibit "B", and
231 which is being used pursuant to this Settlement Contract for surface irrigation, municipal and
232 industrial use, or underground storage for the benefit of the lands shown on Exhibit "B" by the
233 Contractor.

234 CONSTRAINTS ON THE AVAILABILITY OF WATER

235 5. (a) In its operation of the Project, the Contracting Officer will use all
236 reasonable means to guard against a condition of shortage in the quantity of water to be made
237 available to the Contractor pursuant to this Settlement Contract. In the event the Contracting
238 Officer determines that a condition of shortage appears probable, the Contracting Officer will
239 notify the Contractor of said determination as soon as practicable.

240 (b) If there is a condition of shortage because of errors in physical operations
241 of the Project, drought, other physical causes beyond the control of the Contracting Officer or
242 actions taken by the Contracting Officer to meet current and future legal obligations, then no
243 liability shall accrue against the United States or any of its officers, agents, or employees for any
244 damage, direct or indirect, arising therefrom.

245 (c) In a Critical Year, the Contractor's Base Supply agreed to be diverted
246 during the period April through October of the Year in which the principal portion of the
247 Critical Year occurs and, each monthly quantity of said period shall be reduced by 25 percent.

248 INTEGRATED WATER MANAGEMENT AND PARTNERSHIPS

249 6. The Contractor and United States desire to work together to maximize the
250 reasonable beneficial use of water for their mutual benefit. As a consequence, the United States
251 and the Contractor will work in partnership and with others within the Sacramento Valley,
252 including other contractors, to facilitate the better integration within the Sacramento Valley of all
253 water supplies including, but not limited to, the better management and integration of surface
254 water and groundwater, the development and better utilization of surface water storage, the
255 effective utilization of waste, seepage and return flow water, and other operational and
256 management options that may be identified in the future.

257

USE OF WATER FURNISHED TO CONTRACTOR

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7. (a) Base Supply diverted pursuant to this Settlement Contract shall not be

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used by the Contractor for other than agricultural purposes or municipal and industrial purposes

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without the written consent of the Contracting Officer. For purposes of this Settlement Contract,

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“agricultural purposes” includes, but is not restricted to, the irrigation of crops, the watering of

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livestock, incidental domestic use including related landscape irrigation, and underground water

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replenishment; and “municipal and industrial purposes” includes, but is not limited to, the

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watering of landscaping or pasture for animals (e.g., horses) which are kept for personal

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enjoyment or water delivered to landholdings operated in units of less than 5 acres, fish and

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wildlife enhancement, and fisheries and aquaculture research.

267

(b) The Contractor shall comply with requirements applicable to the

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Contractor in biological opinion(s) prepared as a result of a consultation regarding the execution

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of the Existing Contract undertaken pursuant to Section 7 of the Endangered Species Act of

270

1973, as amended, that are within the Contractor’s legal authority to implement. The Existing

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Contract, which evidences in excess of 40 years of diversions for agricultural uses, of the

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quantities of water provided for in Article 3 of this Settlement Contract, and the underlying water

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rights of the Contractor will be considered in developing an appropriate base-line for the

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Biological Assessment prepared pursuant to the Endangered Species Act, and in any other

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needed environmental review. Nothing herein shall be construed to prevent the Contractor from

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challenging or seeking judicial relief in a court of competent jurisdiction with respect to any

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biological opinion or other environmental documentation referred to in this Article.

278

RATE AND METHOD OF PAYMENT FOR WATER

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8. (a) The Contract Total in this Settlement Contract only provides for

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Base Supply and does not include Project Water. In order to recover Reclamation's costs for

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administration of this Settlement Contract, the Contractor shall pay the United States an annual

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fee of \$400 beginning on the effective date specified in Article 2. This amount shall be increased

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by \$50 every five years thereafter. Payment of this fee shall be due and payable on May 1 of

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each Year. This annual fee shall cover activities including, but not limited to, operation and

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maintenance of water measurement devices, preparation of monthly water delivery statements,

286

and maintenance of official records. Payment for activities performed by Reclamation at the

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request of the Contractor shall be covered under Article 27 of this Settlement Contract.

288

(b) Payments to be made by the Contractor to the United States under this

289

Settlement Contract may be paid from any revenues available to the Contractor. All revenues

290

received by the United States from the Contractor relating to the delivery of non-Project water

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through Project facilities shall be allocated and applied in accordance with Federal Reclamation

292

law and the associated rules or regulations, and the then-current Project ratesetting policies.

293

(c) The Contracting Officer shall keep its accounts pertaining to the

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administration of the financial terms and conditions of its long-term water service and

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Settlement Contracts, in accordance with applicable Federal standards, so as to reflect the

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application of Project costs and revenues. The Contracting Officer shall, each Year upon request

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of the Contractor, provide to the Contractor a detailed accounting of all Project and Contractor

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expense allocations, the disposition of all Project and Contractor revenues, and a summary of all

299

water delivery information. The Contracting Officer and the Contractor shall enter into good

300 faith negotiations to resolve any discrepancies or disputes relating to accountings, reports, or
301 information.

302 (d) The parties acknowledge and agree that the efficient administration of this
303 Settlement Contract is their mutual goal. Recognizing that experience has demonstrated that
304 mechanisms, policies, and procedures used for establishing and allocating costs and/or for
305 making and allocating payments, other than those set forth in this Article may be in the mutual
306 best interest of the parties, it is expressly agreed that the parties may enter into agreements to
307 modify the mechanisms, policies, and procedures for any of those purposes while this
308 Settlement Contract is in effect without amendment of this Settlement Contract.

309 (e) Each payment to be made pursuant to subdivision (a) of this Article
310 shall be made at the office of the Bureau of Reclamation, MP Region: Mid-Pacific,
311 P.O. Box 301502, Los Angeles, CA, 90030-1502, or at such other place as the United States may
312 designate in a written notice to the said Contractor.

313 (f) All payments from the Contractor to the United States under this
314 Settlement Contract shall be by the medium requested by the United States on or before the date
315 payment is due. The required method of payment may include checks, wire transfers, or other
316 types of payment specified by the United States.

317 (g) Upon execution of this Settlement Contract, the Contractor shall furnish
318 the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The
319 purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent
320 amounts arising out of the Contractor's relationship with the United States.

321 (h) In the event there should be a default in the payment of the amount due,
322 the delinquent payment provisions of Article 13 shall apply. The Contractor shall not be relieved
323 of the whole or any part of its said obligation by, on account of, or notwithstanding, as the case
324 may be:

325 (1) The default in payment to it by any water user of assessments,
326 tolls, or other charges levied by or owing to said Contractor;

327 (2) Any judicial determination that any assessment, toll, or other
328 charge referred to in this Settlement Contract is irregular, void, or ineffectual; or

329 (3) Any injunctive process enjoining or restraining the Contractor
330 from making or collecting any such assessment, toll, or other charge referred to in this
331 Settlement Contract.

332 (i) The amount of any overpayment by the Contractor shall be credited upon
333 amounts to become due to the United States from the Contractor under the provisions hereof in
334 the ensuing Year. To the extent of such deficiency, such adjustment of overpayment shall
335 constitute the sole remedy of the Contractor.

336 AGREEMENT ON WATER QUANTITIES

337 9. (a) During the term of this Settlement Contract and any renewals thereof:

338 (1) It shall constitute full agreement as between the United States and
339 the Contractor as to the quantities of Base Supply which may be diverted by the Contractor from
340 the Sacramento River for beneficial use on the lands shown on Exhibit "B" from April 1 through
341 October 31, which said diversion, use, and allocation shall not be disturbed so long as the
342 Contractor shall fulfill all of its obligations hereunder;

343 (2) Neither party shall claim any right against the other in conflict with
344 the provisions of subdivision (a)(1) of Article 9 hereof.

345 (b) Nothing herein contained is intended to or does limit rights of the
346 Contractor against others than the United States or of the United States against any person other
347 than the Contractor: *Provided, however,* That in the event the Contractor, the United States, or
348 any other person shall become a party to a general adjudication of rights to the use of water of
349 the Sacramento River system, this Settlement Contract shall not jeopardize the rights or position

350 of either party hereto or of any other person and the rights of all such persons in respect to the
351 use of such water shall be determined in such proceedings the same as if this Settlement Contract
352 had not been entered into, and if final judgment in any such general adjudication shall determine
353 that the rights of the parties hereto are different from the rights as assumed herein, the parties
354 shall negotiate an amendment to give effect to such judgment. In the event the parties are unable
355 to agree on an appropriate amendment they shall, within 60 days of determining that there is an
356 impasse, employ the services of a neutral mediator, experienced in resolving water rights
357 disputes, to assist in resolving the impasse. The cost of the mediation will be shared equally. A
358 failure to reach agreement on an amendment within 60 days of the end of mediation will cause
359 the immediate termination of this Settlement Contract.

360 (c) In the event that the SWRCB or a court of competent jurisdiction issues a
361 final decision or order modifying the terms and conditions of the water rights of either party to
362 this Settlement Contract in order to impose Bay-Delta water quality obligations, the Contractor
363 and the United States shall promptly meet to determine whether or not to modify any of the
364 terms of this Settlement Contract to comply with the final decision or order, including, but not
365 limited to, the applicability of the Rescheduling Fee in subdivision (c)(1) of Article 3 of this
366 Settlement Contract. If within 60 days of the date of the issuance of the final decision or order
367 the parties are not able to reach agreement regarding either the need to modify this Settlement
368 Contract or the manner in which this Settlement Contract is to be modified, the parties shall
369 promptly retain a neutral mediator, experienced in resolving water right disputes, to assist the
370 parties in resolving their dispute. The cost of the mediator shall be shared equally. In the event
371 that either of the parties to this Settlement Contract determines that the parties will not be able to
372 develop mutually-agreeable modification(s) to this Settlement Contract even with the assistance

373 of a mediator, either of the parties to this Settlement Contract may attempt to resolve the impasse
374 by seeking appropriate judicial relief including, but not limited to, filing a general adjudication of
375 the rights to the use of water in the Sacramento River system. The foregoing provisions of this
376 subarticle shall only apply to the incremental obligations contained within a final decision or
377 order of the SWRCB that reflects a modification to the obligations imposed in SWRCB Revised
378 Water Rights Decision 1641, dated March 15, 2000, and its associated 2006 Water Quality
379 Control Plan which, taken together, will be considered the baseline for the application of the
380 provisions of this subarticle.

381 (d) In the event this Settlement Contract terminates, the rights of the parties to
382 thereafter divert and use water shall exist as if this Settlement Contract had not been entered into;
383 and the fact that as a compromise settlement of a controversy as to the respective rights of the
384 parties to divert and use water and the yield of such rights during the term hereof, this Settlement
385 Contract places a limit on the Contract Total to be diverted annually by the Contractor during the
386 Settlement Contract term shall not jeopardize the rights or position of either party with respect to
387 its water rights or the yield thereof at all times after the Settlement Contract terminates. It is
388 further agreed that the Contractor at all times will first use water to the use of which it is entitled
389 by virtue of its own water rights, and neither the provisions of this Settlement Contract, action
390 taken thereunder, nor payments made thereunder to the United States by the Contractor shall be
391 construed as an admission that any part of the water used by the Contractor during the term of
392 this Settlement Contract was in fact water to which it would not have been entitled under water
393 rights owned by it nor shall receipt of payments thereunder by the United States from the
394 Contractor be construed as an admission that any part of the water used by the Contractor during

395 the term of this Settlement Contract was in fact water to which it would have been entitled under
396 water rights owned by it.

397 MEASUREMENT OF WATER

398 10. (a) All water diverted by the Contractor from the Sacramento River will be
399 diverted at the existing point or points of diversion shown on Exhibit "A" or at such other points
400 as may be mutually agreed upon in writing by the Contracting Officer and the Contractor.

401 (b) All water diverted from the Sacramento River pursuant to this
402 Settlement Contract will be measured or caused to be measured by the United States at each
403 point of diversion with existing equipment or equipment to be installed, operated, and
404 maintained by the Contractor, and/or others, under contract with and at the option of the
405 United States, at the Contractor's expense. The equipment and methods used to make such
406 measurement shall be in accordance with sound engineering practices. Upon request of the
407 Contractor, the accuracy of such measurements will be investigated by the Contracting Officer
408 and any errors appearing therein will be corrected.

409 (c) The right of ingress to and egress from all points of diversion is hereby
410 granted to all authorized employees of the United States. The Contractor also hereby grants to
411 the United States the right to install, operate, maintain, and replace such equipment on diversion
412 or carriage facilities at each point of diversion as the Contracting Officer deems necessary.

413 (d) The Contractor shall not modify, alter, remove, or replace diversion
414 facilities or do any other act which would alter the effectiveness or accuracy of the measuring
415 equipment installed by the United States or its representatives unless and until the Contracting
416 Officer has been notified with due diligence and has been given an opportunity to modify such
417 measuring equipment in such manner as may be necessary or appropriate. In the event of an

418 emergency the Contractor shall notify the United States within a reasonable time thereafter as to
419 the existence of the emergency and the nature and extent of such modification, alteration,
420 removal, or replacement of diversion facilities.

421 (e) The Contractor shall pay the United States for the costs to repair, relocate,
422 or replace measurement equipment when the Contractor modifies, alters, removes, or replaces
423 diversion or carriage facilities.

424 (f) All new surface water delivery systems installed within the lands
425 delineated on Exhibit "B" after the effective date of this Settlement Contract shall also comply
426 with the measurement provisions described in this Article.

427 (g) The Contractor shall inform the Contracting Officer on or before the 10th
428 calendar day of each month of the quantity of Contract Total diverted or furnished for
429 agricultural and municipal and industrial purposes during the preceding month.

430 RULES AND REGULATIONS

431 11. The parties agree that the use of Federal facilities pursuant to this Settlement
432 Contract is subject to Federal Reclamation law, including but not limited to, the Reclamation
433 Reform Act of 1982 (96 Stat. 1263), as amended and supplemented, and the rules and regulations
434 promulgated by the Secretary of the Interior under Federal Reclamation law.

435 GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

436 12. (a) The obligation of the Contractor to pay the United States as provided in
437 this Settlement Contract is a general obligation of the Contractor notwithstanding the manner in
438 which the obligation may be distributed among the Contractor's water users and notwithstanding
439 the default of individual water users in their obligations to the Contractor.

440 (b) The payment of charges becoming due hereunder is a condition precedent
441 to receiving benefits under this Settlement Contract. The United States shall not make water
442 available to the Contractor through Project facilities during any period in which the Contractor
443 may be in arrears in the advance payment of water rates due the United States. The Contractor
444 shall not furnish water made available pursuant to this Settlement Contract for lands or parties

445 which are in arrears in the advance payment of water rates levied or established by the
446 Contractor.

447 (c) With respect to subdivision (b) of this Article, the Contractor shall have no
448 obligation to require advance payment for water rates which it levies.

449 CHARGES FOR DELINQUENT PAYMENTS

450 13. (a) The Contractor shall be subject to interest, administrative, and penalty
451 charges on delinquent payments. If a payment is not received by the due date, the Contractor
452 shall pay an interest charge on the delinquent payment for each day the payment is delinquent
453 beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in
454 addition to the interest charge, an administrative charge to cover additional costs of billing and
455 processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor
456 shall pay, in addition to the interest and administrative charges, a penalty charge for each day the
457 payment is delinquent beyond the due date, based on the remaining balance of the payment due
458 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt
459 collection services associated with a delinquent payment.

460 (b) The interest rate charged shall be the greater of either the rate prescribed
461 quarterly in the Federal Register by the Department of the Treasury for application to overdue
462 payments, or the interest rate of 0.5 percent per month. The interest rate charged will be
463 determined as of the due date and remain fixed for the duration of the delinquent period.

464 (c) When a partial payment on a delinquent account is received, the amount
465 received shall be applied first to the penalty charges, second to the administrative charges, third
466 to the accrued interest, and finally to the overdue payment.

PROTECTION OF WATER AND AIR QUALITY

467 14. (a) Project facilities used to make available and deliver water to the
468 Contractor shall be operated and maintained in the most practical manner to maintain the quality
469 of the water at the highest level possible as determined by the Contracting Officer: *Provided,*
470 *That* the United States does not warrant the quality of the water delivered to the Contractor and is
471 under no obligation to furnish or construct water treatment facilities to maintain or improve the
472 quality of water delivered to the Contractor.

473 (b) The Contractor shall comply with all applicable water and air pollution
474 laws and regulations of the United States and the State of California; and shall obtain all required
475 permits or licenses from the appropriate Federal, State, or local authorities necessary for the
476 delivery of water by the Contractor; and shall be responsible for compliance with all Federal,
477 State, and local water quality standards applicable to surface and subsurface drainage and/or
478 discharges generated through the use of Federal or Contractor facilities or water provided by the
479 Contractor within the Contractor's service area.

480 (c) This Article shall not affect or alter any legal obligations of the Secretary
481 to provide drainage or other discharge services.

EQUAL EMPLOYMENT OPPORTUNITY

482 15. During the performance of this Settlement Contract, the Contractor agrees as
483 follows:

484 (a) The Contractor will not discriminate against any employee or applicant for
485 employment because of race, color, religion, sex, disability, or national origin. The Contractor
486 will take affirmative action to ensure that applicants are employed, and that employees are
487 treated during employment, without regard to their race, color, religion, sex, disability, or
488 national origin. Such action shall include, but not be limited to the following: employment,
489 upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination;
490 rates of pay or other forms of compensation; and selection for training, including apprenticeship.
491 The Contractor agrees to post in conspicuous places, available to employees and applicants for
492 employment, notices to be provided by the Contracting Officer setting forth the provisions of this
493 nondiscrimination clause.

494 (b) The Contractor will, in all solicitations or advertisements for employees
495 placed by or on behalf of the Contractor, state that all qualified applicants will receive
496 consideration for employment without regard to race, color, religion, sex, disability, or national
497 origin.

498 (c) The Contractor will send to each labor union or representative of workers
499 with which it has a collective bargaining agreement or other contract or understanding, a notice,
500 to be provided by the Contracting Officer, advising the labor union or workers' representative of
501 the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965
502 (EO 11246), and shall post copies of the notice in conspicuous places available to employees and
503 applicants for employment.

504 (d) The Contractor will comply with all provisions of EO 11246, and of the
505 rules, regulations, and relevant orders of the Secretary of Labor.

506 (e) The Contractor will furnish all information and reports required by
507 EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant
508 thereto, and will permit access to his books, records, and accounts by the Contracting Agency
509 and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,
510 regulations, and orders.

511 (f) In the event of the Contractor's noncompliance with the nondiscrimination
512 clauses of this Settlement Contract or with any of such rules, regulations, or orders, this
513 Settlement Contract may be canceled, terminated or suspended in whole or in part and the
514 Contractor may be declared ineligible for further Government contracts in accordance with
515 procedures authorized in EO 11246, and such other sanctions may be imposed and remedies
516 invoked as provided in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as
517 otherwise provided by law.

518 (g) The Contractor will include the provisions of paragraphs (a) through (g) in
519 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
520 Secretary of Labor issued pursuant to Section 204 of EO 11246, so that such provisions will be

521 binding upon each subcontractor or vendor. The Contractor will take such action with respect to
522 any subcontract or purchase order as may be directed by the Secretary of Labor as a means of
523 enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in
524 the event the Contractor becomes involved in, or is threatened with, litigation with a
525 subcontractor or vendor as a result of such direction, the Contractor may request the United
526 States to enter into such litigation to protect the interests of the United States.

527 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

528 16. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
529 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the
530 Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights
531 laws, as well as with their respective implementing regulations and guidelines imposed by the
532 U.S. Department of the Interior and/or Bureau of Reclamation.

533 (b) These statutes require that no person in the United States shall, on the
534 grounds of race, color, national origin, handicap, or age, be excluded from participation in, be
535 denied the benefits of, or be otherwise subjected to discrimination under any program or activity
536 receiving financial assistance from the Bureau of Reclamation. By executing this Settlement
537 Contract, the Contractor agrees to immediately take any measures necessary to implement this
538 obligation, including permitting officials of the United States to inspect premises, programs, and
539 documents.

540 (c) The Contractor makes this agreement in consideration of and for the
541 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
542 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of
543 Reclamation, including installment payments after such date on account of arrangements for
544 Federal financial assistance which were approved before such date. The Contractor recognizes
545 and agrees that such Federal assistance will be extended in reliance on the representations and
546 agreements made in this Article, and that the United States reserves the right to seek judicial
547 enforcement thereof.

548 BOOKS, RECORDS, AND REPORTS

549 17. The Contractor shall establish and maintain accounts and other books and records
550 pertaining to administration of the terms and conditions of this Settlement Contract, including:
551 the Contractor's financial transactions, water supply data, and Project land and right-of-way
552 agreements; the water users' land-use (crop census), land ownership, land-leasing and water use
553 data; and other matters that the Contracting Officer may require. Reports thereon shall be
554 furnished to the Contracting Officer in such form and on such date or dates as the Contracting
555 Officer may require. Subject to applicable Federal laws and regulations, each party to this
556 Settlement Contract shall have the right during office hours to examine and make copies of each
557 other's books and official records relating to matters covered by this Settlement Contract.

558

CHANGE OF PLACE OF USE OR ORGANIZATION

559

18. (a) Unless the written consent of the United States is first obtained no change

560

shall be made in the place of water use shown on Exhibit "B".

561

(b) While this Settlement Contract is in effect, no change shall be made in the

562

Contractor's Service Area as shown on Exhibit "B", by inclusion, exclusion, annexation or

563

detachment of lands, by dissolution, consolidation, or merger or otherwise, except upon the

564

Contracting Officer's written consent thereto. Such consent will not be unreasonably withheld

565

and a decision will be provided in a timely manner.

566

CONSOLIDATION OF CONTRACTING ENTITIES

567

19. Consolidation of Contractors may be approved by the Contracting Officer

568

provided: (i) the Contracting Officer approves the form and organization of the resulting entity

569

and the utilization by it of the Contract Total; and (ii) the obligations of the Contractors are

570

assumed by such entity.

571

No such consolidation shall be valid unless and until approved by the Contracting

572

Officer.

573

NOTICES

574

20. Any notice, demand, or request authorized or required by this Settlement Contract

575

shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid,

576

or delivered to the Area Manager, Northern California Area Office, Bureau of Reclamation,

577

16349 Shasta Dam Boulevard, Shasta Lake, California 96019, and on behalf of the

578

United States, when mailed, postage prepaid, or delivered to General Manager, Woodland-Davis

579

Clean Water Agency, 1717 Fifth Street, Davis, California 95616. The designation of the

580

addressee or the address may be changed by notice given in the same manner as provided in this

581

Article for other notices.

582

ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

583

21. (a) The provisions of this Settlement Contract shall apply to and bind the

584

successors and assigns of the parties hereto, but no assignment or transfer of this Settlement

585

Contract or any right or interest therein shall be valid until approved in writing by the

586

Contracting Officer.

587 (b) The assignment of any right or interest in this Settlement Contract by
588 either party shall not interfere with the rights or obligations of the other party to this Settlement
589 Contract absent the written concurrence of said other party.

590 (c) The Contracting Officer shall not unreasonably condition or withhold his
591 approval of any proposed assignment.

592 OFFICIALS NOT TO BENEFIT

593 22. (a) No Member of or Delegate to Congress, Resident Commissioner, or
594 official of the Contractor shall benefit from this Settlement Contract other than as a water user or
595 landowner in the same manner as other water users or landowners.

596 (b) No officer or member of the governing board of the Contractor shall
597 receive any benefit that may arise by reason of this Settlement Contract other than as a water
598 user or landowner within the Contractor's service area delineated on Exhibit "B" and in the same
599 manner as other water users and landowners within the said service area.

600 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

601 23. The expenditure or advance of any money or the performance of any obligation of
602 the United States under this Settlement Contract shall be contingent upon appropriation or
603 allotment of funds. Absence of appropriation or allotment of funds shall not relieve the
604 Contractor from any obligations under this Settlement Contract. No liability shall accrue to the
605 United States in case funds are not appropriated or allotted.

606 CONFIRMATION OF SETTLEMENT CONTRACT

607 24. The Contractor, after the execution of this Settlement Contract, shall promptly
608 seek to secure a decree of a court of competent jurisdiction of the State of California, if
609 appropriate, confirming the execution of this Settlement Contract. The Contractor shall furnish
610 the United States a certified copy of the final decree, the validation proceedings, and all pertinent
611 supporting records of the court approving and confirming this Settlement Contract, and
612 decreeing and adjudging it to be lawful, valid, and binding on the Contractor. This Settlement
613 Contract shall not be binding on the United States until such final decree has been secured.

614 WATER CONSERVATION

615 25. Prior to the diversion of water under this Settlement Contract, the Contractor shall
616 be implementing effective water conservation and efficiency programs based on the water
617 conservation elements of the water management plans prepared pursuant to sections 10800 and

618 10620 through 10645 of the California Water Code. In the event that the state requirement for
619 preparation and implementation of the water management plans is discontinued, suspended or
620 otherwise terminated during the term of this contract, the Contractor will then be required to
621 prepare the plan(s) required by Section 210(b) of the Reclamation Reform Act of 1982 96
622 Stat. 1263), as amended, and Part 427.1 of the Water Conservation Rules and Regulations
623 effective January 1, 1998.

624 OPINIONS AND DETERMINATIONS

625 26. (a) Where the terms of this Settlement Contract provide for actions to be
626 based upon the opinion or determination of either party to this Settlement Contract, said terms
627 shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or
628 unreasonable opinions or determinations. Both parties, notwithstanding any other provisions of
629 this Settlement Contract, expressly reserve the right to seek relief from and appropriate
630 adjustment for any such arbitrary, capricious, or unreasonable opinion or determination. Each
631 opinion or determination by either party shall be provided in a timely manner. Nothing in
632 subdivision (a) of Article 26 of this Settlement Contract is intended to or shall affect or alter the
633 standard of judicial review applicable under Federal law to any opinion or determination
634 implementing a specific provision of Federal law embodied in statute or regulation.

635 (b) The Contracting Officer shall have the right to make determinations
636 necessary to administer this Settlement Contract that are consistent with the provisions of this
637 Settlement Contract, the laws of the United States and of the State of California, and the rules
638 and regulations promulgated by the Secretary of the Interior. Such determinations shall be made
639 in consultation with the Contractor to the extent reasonably practicable.

640 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

641 27. (a) In addition to all other payments to be made by the Contractor pursuant to
642 this Settlement Contract, the Contractor shall pay to the United States, within 60 days after
643 receipt of a bill and detailed statement submitted by the Contracting Officer to the Contractor for
644 such specific items of direct cost incurred by the United States for work requested by the
645 Contractor associated with this Settlement Contract plus indirect costs in accordance with
646 applicable Bureau of Reclamation policies and procedures. All such amounts referred to in this
647 Article shall not exceed the amount agreed to in writing in advance by the Contractor. This
648 Article shall not apply to costs for routine contract administration.

649 (b) All advances for miscellaneous costs incurred for work requested by the
650 Contractor pursuant to Article 27 of this Settlement Contract shall be adjusted to reflect the
651 actual costs when the work has been completed. If the advances exceed the actual costs incurred,
652 the difference will be refunded to the Contractor. If the actual costs exceed the Contractor's
653 advances, the Contractor will be billed for the additional costs pursuant to Article 27 of this
654 Settlement Contract.

655 WAIVER OF DEFAULT

656 28. The waiver by either party to this Settlement Contract as to any default shall not
657 be construed as a waiver of any other default or as authority of the other party to continue such
658 default or to make, do, or perform, or not to make, do, or perform, as the case may be, any act or
659 thing which would constitute a default.

660 TERMINATION

661 29. This Settlement Contract will terminate upon mutual agreement of the parties
662 prior to the end of the term or any renewal thereof.

663

CONTRACT DRAFTING CONSIDERATIONS

664
665
666
667

30. This Contract has been negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles.

668

IN WITNESS WHEREOF, the parties hereto have executed this Settlement

669

Contract as of the day and year first hereinabove written.

670

UNITED STATES OF AMERICA

671
672
673

By: *Dolores R. Anayre*
ACTING FOR Regional Director, Mid-Pacific Region
Bureau of Reclamation

674

(SEAL)

675

WOODLAND-DAVIS CLEAN WATER AGENCY

676
677

By: *Denise M. Lee*
General Manager

*Approved as to form.
Ruth B. Stanshan*

Exhibit A

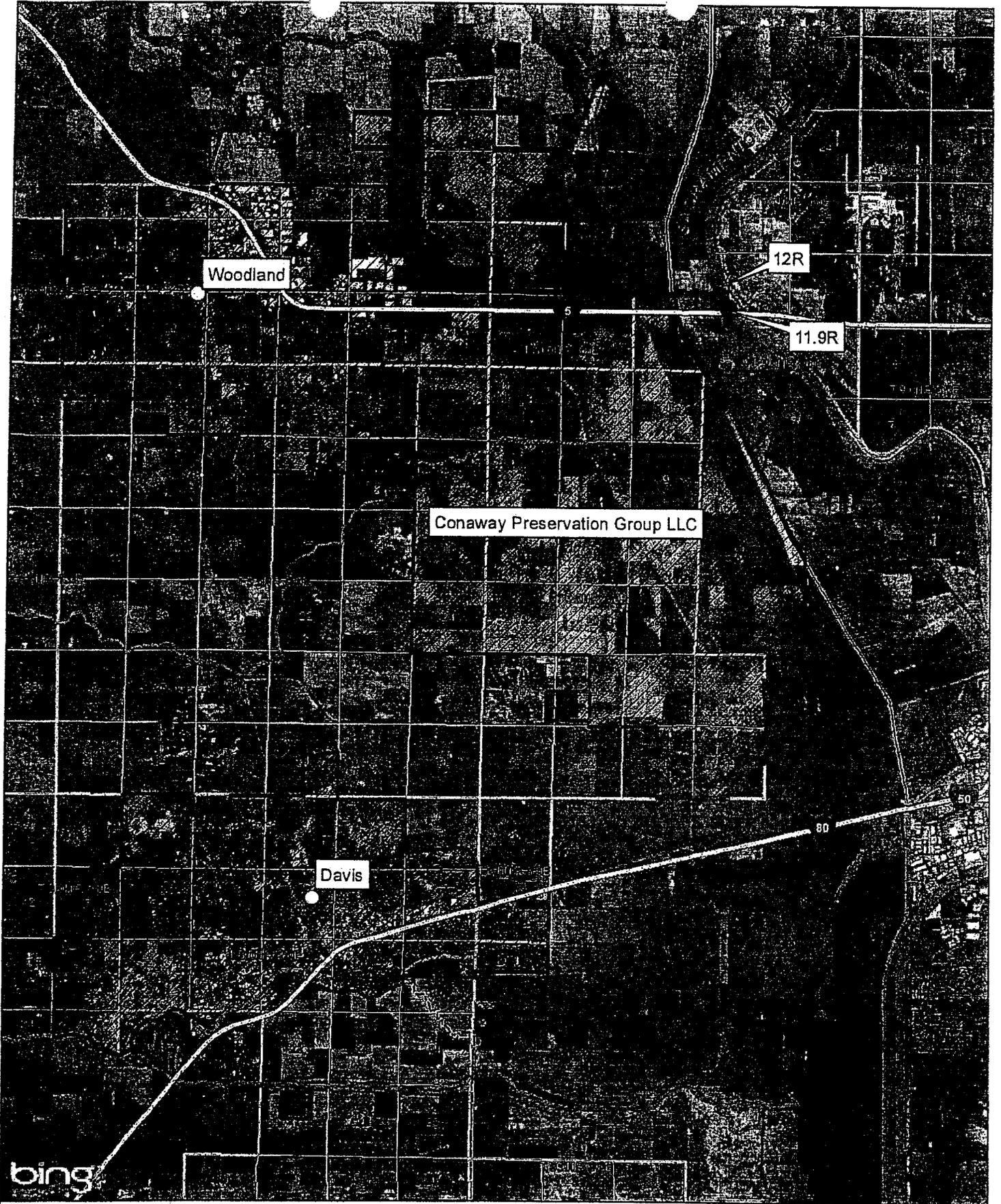
WOODLAND-DAVIS CLEAN WATER AGENCY
Sacramento River

SCHEDULE OF MONTHLY DIVERSIONS OF WATER

	<u>Base Supply</u> (acre-feet)	<u>Contract Total</u> (acre-feet)
April	<u>0</u>	<u>0</u>
May	<u>0</u>	<u>0</u>
June	<u>2,500</u>	<u>2,500</u>
July	<u>3,500</u>	<u>3,500</u>
August	<u>500</u>	<u>500</u>
September	<u>3,500</u>	<u>3,500</u>
October	<u>0</u>	<u>0</u>
Total	<u>10,000</u>	<u>10,000</u>

Points of Diversion: 12.0R, 11.9R

Dated: 10/29/2013



Woodland-Davis Clean Water Agency
 Exhibit B
 Contract No. 14-06-200-7422X-R-1

● Point of Diversion

▨ Contractor's Service Area

0 0.5 1 2 3 Miles

N

725-202-156

Date: March 4, 2013
 Name: \\D:\dt\role1\contracts\WoodlandDavisCleanWaterAgency\Woodland-Davis Clean Water Agency and Conway 7422X-R1 2_28_13

Exhibit C

WOODLAND-DAVIS CLEAN WATER AGENCY
Sacramento River

2013 Rescheduling Fee per Acre-Foot¹

Agricultural
Purposes

\$8.41

Municipal and Industrial
Purposes

\$6.35

¹ The Rescheduling Fee is determined annually pursuant to the Central Valley Project Ratesetting Policies.

RESOLUTION NO. 2014-01

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WOODLAND-DAVIS CLEAN WATER AGENCY
APPROVING CONTRACT BETWEEN THE UNITED STATES BUREAU
OF RECLAMATION AND WOODLAND-DAVIS CLEAN WATER AGENCY,
DIVERTER OF WATER FROM SACRAMENTO RIVER SOURCES,
SETTLING WATER RIGHTS DISPUTES

WHEREAS, the Agency is pursuing its Davis-Woodland Water Supply Project ("Project"), which necessitates the acquisition of water rights to allow for the diversion of water from the Sacramento River;

WHEREAS, in 2010, the Agency and Conaway Preservation Group entered into a water rights purchase agreement involving the transfer to the Agency of 10,000 acre-feet per year of Sacramento River water rights, and including the assignment and approval of a new settlement contract between the Agency and U.S. Bureau of Reclamation; and,

WHEREAS, pursuant to the 2010 agreement, the Agency, CPG and Bureau have negotiated and prepared the proposed Contract between the United States Bureau of Reclamation and Woodland-Davis Clean Water Agency, Diverter of Water from Sacramento River Sources, Settling Water Rights Disputes (the "Contract");

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Woodland-Davis Clean Water Agency as follows:

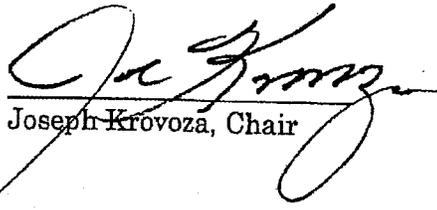
1. The Board of Directors approves the Contract in the form as presented to the Board at this meeting and authorizes and directs the General Manager to sign the Contract for and on behalf of the Agency. The Board of Directors authorizes the delivery and performance of the Contract in accordance with its terms.

2. The City of Davis certified a final environmental impact report for the Project in 2007. The Contract implements the Project and is consistent with the Project plans and actions described and evaluated in the 2007 EIR. The Board of Directors finds and determines that no subsequent or additional environmental documentation needs to be prepared for the Contract approval pursuant to the California Environmental Quality Act.

PASSED AND ADOPTED by the Board of Directors of the Woodland-Davis Clean Water Agency on the 16th day of January 2014 by the following vote:

AYES: Chair Krovoza; Vice-Chair Marble; Director Davies; Director Lee
NOES: none
ABSTAIN: none
ABSENT: none

By:


Joseph Krovoza, Chair

Attest:


Lynanne Mehlhaff, Secretary

CERTIFIED COPY

CIV-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): ALAN B. LILLY (CBN 107409), ANDREW J. RAMOS (CBN 267313) BARTKIEWICZ, KRONICK & SHANAHAN 1011 22nd Street, Sacramento, CA 95816-4907 TELEPHONE NO.: (916) 446-4254 FAX NO. (Optional): (916) 446-4018 E-MAIL ADDRESS (Optional): ajr@bkslawfirm.com ATTORNEY FOR (Name): Woodland-Davis Clean Water Agency	FOR COURT USE ONLY <h2 style="margin: 0;">FILED</h2> <h2 style="margin: 0;">YOLO SUPERIOR COURT</h2> <h2 style="margin: 0;">JUL 02 2014</h2> BY <u>E. ENDO</u> DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Yolo STREET ADDRESS: 725 Court St MAILING ADDRESS: 725 Court St CITY AND ZIP CODE: Woodland, CA 95695 BRANCH NAME: Main	
PLAINTIFF/PETITIONER: Woodland-Davis Clean Water Agency DEFENDANT/RESPONDENT: All Persons Interested	
REQUEST FOR (Application) <input checked="" type="checkbox"/> Entry of Default <input type="checkbox"/> Clerk's Judgment <input type="checkbox"/> Court Judgment	CASE NUMBER: <p style="text-align: center; font-size: 1.2em;">CV14-757</p>

ORIGINAL

1. TO THE CLERK: On the complaint or cross-complaint filed
 - a. on (date): May 2, 2014
 - b. by (name): Plaintiff Woodland-Davis Clean Water Agency
 - c. Enter default of defendant (names): See Attachment 1.c and related "Note to Superior Court Clerk" on the same page.
 - d. I request a court judgment under Code of Civil Procedure sections 585(b), 585(c), 989, etc., against defendant (names):

 (Testimony required. Apply to the clerk for a hearing date, unless the court will enter a judgment on an affidavit under Code Civ. Proc., § 585(d).)
 - e. Enter clerk's judgment
 - (1) for restitution of the premises only and issue a writ of execution on the judgment. Code of Civil Procedure section 1174(c) does not apply. (Code Civ. Proc., § 1169.)
 Include in the judgment all tenants, subtenants, named claimants, and other occupants of the premises. The *Prejudgment Claim of Right to Possession* was served in compliance with Code of Civil Procedure section 415.46.
 - (2) under Code of Civil Procedure section 585(a). (Complete the declaration under Code Civ. Proc., § 585.5 on the reverse (item 5).)
 - (3) for default previously entered on (date):

2. **Judgment to be entered.**

	Amount	Credits acknowledged	Balance
a. Demand of complaint	\$	\$	\$
b. Statement of damages *			
(1) Special	\$	\$	\$
(2) General	\$	\$	\$
c. Interest	\$	\$	\$
d. Costs (see reverse)	\$	\$	\$
e. Attorney fees	\$	\$	\$
f. TOTALS	\$	\$	\$

g. **Daily damages** were demanded in complaint at the rate of: \$ _____ per day beginning (date): _____
 (* Personal injury or wrongful death actions; Code Civ. Proc., § 425.11.)

3. (Check if filed in an unlawful detainer case) **Legal document assistant or unlawful detainer assistant** information is on the reverse (complete item 4).
 Date: July 1, 2014
 Andrew J. Ramos _____
(TYPE OR PRINT NAME)
(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

FOR COURT USE ONLY	(1) <input checked="" type="checkbox"/> Default entered as requested on (date): JUL 02 2014 (2) <input type="checkbox"/> Default NOT entered as requested (state reason): <div style="text-align: center;"> SHAWN C. LANDRY Clerk, by _____, Deputy </div>
--------------------	--

PLAINTIFF/PETITIONER: Woodland-Davis Clean Water Agency	CASE NUMBER:
DEFENDANT/RESPONDENT: All Persons Interested	CV14-757

4. **Legal document assistant or unlawful detainer assistant (Bus. & Prof. Code, § 6400 et seq.).** A legal document assistant or unlawful detainer assistant did did not for compensation give advice or assistance with this form. (If declarant has received any help or advice for pay from a legal document assistant or unlawful detainer assistant, state):

- a. Assistant's name:
- b. Street address, city, and zip code:
- c. Telephone no.:
- d. County of registration:
- e. Registration no.:
- f. Expires on (date):

5. **Declaration under Code of Civil Procedure Section 585.5 (required for entry of default under Code Civ. Proc., § 585(a)).** This action

- a. is is not on a contract or installment sale for goods or services subject to Civ. Code, § 1801 et seq. (Unruh Act).
- b. is is not on a conditional sales contract subject to Civ. Code, § 2981 et seq. (Rees-Levering Motor Vehicle Sales and Finance Act).
- c. is is not on an obligation for goods, services, loans, or extensions of credit subject to Code Civ. Proc., § 395(b).

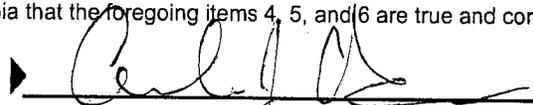
6. **Declaration of mailing (Code Civ. Proc., § 587).** A copy of this Request for Entry of Default was

- a. **not mailed** to the following defendants, whose addresses are **unknown** to plaintiff or plaintiff's attorney (names): See Attachment 6.a.
- b. **mailed** first-class, postage prepaid, in a sealed envelope addressed to each defendant's attorney of record or, if none, to each defendant's last known address as follows:
 (1) Mailed on (date): _____ (2) To (specify names and addresses shown on the envelopes): _____

I declare under penalty of perjury under the laws of the State of California that the foregoing items 4, 5, and 6 are true and correct.
 Date: July 1, 2014

Andrew J. Ramos

 (TYPE OR PRINT NAME)



 (SIGNATURE OF DECLARANT)

7. **Memorandum of costs (required if money judgment requested).** Costs and disbursements are as follows (Code Civ. Proc., § 1033.5):

- a. Clerk's filing fees \$
- b. Process server's fees \$
- c. Other (specify): \$
- d. \$
- e. **TOTAL** \$ _____
- f. Costs and disbursements are waived.

9. I am the attorney, agent, or party who claims these costs. To the best of my knowledge and belief this memorandum of costs is correct and these costs were necessarily incurred in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
 Date:

 (TYPE OR PRINT NAME)



 (SIGNATURE OF DECLARANT)

8. **Declaration of nonmilitary status (required for a judgment).** No defendant named in item 1c of the application is in the military service so as to be entitled to the benefits of the Servicemembers Civil Relief Act (50 U.S.C. App. § 501 et seq.).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
 Date:

 (TYPE OR PRINT NAME)



 (SIGNATURE OF DECLARANT)

Woodland-Davis Clean Water Agency v. All Persons Interested
Yolo County Superior Court, Case No. CV14-757

Attachment to Request for Entry of Default

Attachment 1.c: All Persons Interested in the Matter of the Legality or the Validity of the Woodland-Davis Clean Water Agency's Execution of the Contract Between the United States and the Woodland-Davis Clean Water Agency, Divorter of Water from Sacramento River Sources, Settling Water Rights Disputes, Contract No. 14-06-200-7422X-R-1

Note to Superior Court Clerk: Defendants "All Persons Interested" were served by publication. The proof of service by publication was filed with the Court on June 4, 2014, and a true and correct copy of the filed proof of service by publication is attached as "**Exhibit A.**" This is a validation action under Code of Civil Procedure section 860, so special rules for service by publication apply. Specifically, Section 862 provides Defendants' response date is the date specified in the published summons – in this case, June 18, 2014. (See Exhibit A.) Because Defendants did not respond by that date, the Court must enter their default.

Attachment 6.a: All Persons Interested in the Matter of the Legality or the Validity of the Woodland-Davis Clean Water Agency's Execution of the Contract Between the United States and the Woodland-Davis Clean Water Agency, Divorter of Water from Sacramento River Sources, Settling Water Rights Disputes, Contract No. 14-06-200-7422X-R-1

COPY

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ALAN B. LILLY, State Bar No. 107409
ANDREW J. RAMOS, State Bar No. 267313
BARTKIEWICZ, KRONICK & SHANAHAN
A PROFESSIONAL CORPORATION
1011 22nd Street, Sacramento, CA 95816-4907
Telephone: (916) 446-4254
Fax: (916) 446-4018
E-Mail: ajr@bkslawfirm.com

Attorneys for Plaintiff
Woodland-Davis Clean Water Agency

FILED
YOLO SUPERIOR COURT
JUN 04 2014
BY K. AGUAS
DEPUTY

Exempt from Filing Fees,
Government Code § 6103

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF YOLO

Woodland-Davis Clean Water Agency,

Plaintiff,

v.

All Persons Interested in the Matter of the
Legality or the Validity of the Woodland-
Davis Clean Water Agency's Execution of the
Contract Between the United States and the
Woodland-Davis Clean Water Agency,
Divertor of Water from Sacramento River
Sources, Settling Water Rights Disputes,
Contract No. 14-06-200-7422X-R-1,

Defendants.

Case No. CV14-757

**WOODLAND-DAVIS CLEAN WATER
AGENCY'S PROOF OF SERVICE BY
PUBLICATION**

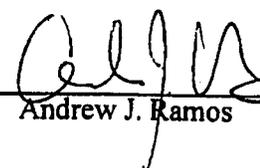
(Code Civ. Proc., § 417.10, subd. (b)),
§ 861.)

1 Under Code of Civil Procedure sections 417.10, subd. (b) and 861, and under the
2 Court's Order Granting Woodland-Davis Clean Water Agency's Ex Parte Application for
3 Order Authorizing Publication of Summons filed May 8, 2014, plaintiff Woodland-Davis Clean
4 Water Agency (the "Agency") submits the Proof of Service by Publication attached as "Exhibit
5 A."

6 The defendants served by publication are "All Persons Interested in the Matter of the
7 Legality or the Validity of the Woodland-Davis Clean Water Agency's Execution of the
8 Contract Between the United States and the Woodland-Davis Clean Water Agency, Diverter of
9 Water from Sacramento River Sources, Settling Water Rights Disputes, Contract No. 14-06-
10 200-7422X-R-1."

11
12 Dated: June 3, 2014

13 Respectfully submitted,
14 BARTKIEWICZ, KRONICK & SHANAHAN
15 A Professional Corporation

16 By: 

17 Andrew J. Ramos

18 Attorneys for Plaintiff
19 Woodland-Davis Clean Water Agency
20
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28

Woodland Daily Democrat

711 Main Street
Woodland, CA 95695
530-406-6223
legals@dailydemocrat.com

BARTKIEWICZ, KRONICK & SHANAHAN
1011 22ND ST.
SACRAMENTO CA 95816

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA
COUNTY OF YOLO

FILE NO. Summons Wold Davis Clean Water A
The Daily Democrat

A newspaper of general circulation, printed and published daily in the City of Woodland, County of Yolo, and which newspaper has been adjudged a newspaper of general circulation as defined by the Superior Court of the County of Yolo, State of California, under the date of June 30, 1952, and in accordance with the provisions of Title 1, Division 7, of the government Code of the State of California; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

5/13/2014, 5/20/2014, 5/27/2014

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at , California, this
27th day of May 2014



(Signature) Jill Teer

Legal No. 0005175023

SUMMONS (CITACION JUDICIAL) CASE NUMBER CV14-757
NOTICE: You have been sued. If you do not respond by the date below, the court may decide against you without your being heard. Read the information below.
AVISOS: Lo han demandado. Si no responde antes de la fecha de abajo, la corte puede decidir en su contra sin escuchar su. Lea la información a continuación.
NOTICE TO DEFENDANT: All Persons interested in the Matter of the Validity of the Woodland-Davis Clean Water Agency's Execution of the Contract Between the United States and the Woodland-Davis Clean Water Agency, Diverter of Water from Sacramento River Sources, Settling Water Rights Disputes, Contract No: 14-06-200-7422X-R-1
YOU ARE BEING SUED BY PLAINTIFF: Woodland-Davis Clean Water Agency
The plaintiff is seeking a court judgment confirming the plaintiff's execution of the contract referred to as the Contract Between the United States and the Woodland-Davis Clean Water Agency, Diverter of Water from Sacramento River Sources, Settling Water Rights Disputes, Contract No: 14-06-200-7422X-R-1 (Settlement Contract) and decreeing and adjudging that the Settlement Contract is lawful, valid and binding on the plaintiff. The plaintiff is undertaking the Davis-Woodland Water Supply Project. The project will divert surface water from the Sacramento River, transmit the water for treatment, and deliver the treated water to the Cities of Davis and Woodland and possibly the University of California, Davis, for use. The purpose of the plaintiff's Settlement Contract with the United States Bureau of Reclamation is to acquire water rights for the project that would entitle and authorize the plaintiff to divert 10,000 acre-feet per year of water from the Sacramento River.
All persons interested in the matter may contest the legality or validity of the Agency's execution of the Settlement Contract by appearing and filing a written answer to the complaint and serving a copy on plaintiff not later than June 18, 2014.
Unless you respond, the plaintiff may apply to the court for the relief demanded in the complaint. All persons who contest the legality or validity of the matter will not be subject to punitive action, such as wage garnishment or seizure of their real or personal property. You may seek the advice of an attorney in any matter connected with the complaint or this summons. Such attorney should be consulted promptly so that your pleading may be filed or entered within the time required by this summons.
The name and address of the court is: Yolo County Superior Court, 725 Court Street, Woodland, California 95695.
The attorney for plaintiff is: Andrew L. Ramos, Bartkiewicz, Kronick & Shanahan, 1011 22nd Street, Sacramento, California 95816. (916) 446-4254

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**STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD**

DIVISION OF WATER RIGHTS

PERMIT FOR DIVERSION AND USE OF WATER

PERMIT 20281

Application 30358 of **Woodland-Davis Clean Water Agency**
1717 Fifth Street
Davis, CA 95616

filed on **April 19, 1994**, has been approved by the State Water Resources Control Board (State Water Board) SUBJECT TO PRIOR RIGHTS and to the limitations and conditions of this permit.

Permittee is hereby authorized to divert and use water as follows:

1. Source of water

Source:	Tributary to:
Sacramento River	Suisun Bay

within the County of Yolo.

2. Location of point of diversion

By California Coordinate System of 1983, Zone 2	40-acre subdivision of public land survey or projection thereof	Projected Section	Township	Range	Base and Meridian
North 2,008,200 feet and East 6,667,300 feet	NE¼ of NW¼	34	10N	3E	MD

3. Purpose of Use	4. Place of Use	Projected Sections	Township	Range	Base and Meridian	Acres
Municipal	City of Davis and University of California, Davis, and City of Woodland.		8N	2E, 3E	MD	
			9N	2E, 3E		
			10N	2E, 3E		
Irrigation	City of Davis and University of California, Davis, and City of Woodland.		8N	2E, 3E	MD	23,950
			9N	2E, 3E		
			10N	2E, 3E		
Fisherles and Aquaculture Research	University of California, Davis	16, 21	8N	2E	MD	

The place of use is shown on map dated March 28, 2011 filed with the State Water Board.

Abbreviations used in this permit:

Division of Water Rights – Division
State of California Department of Fish and Game – CDFG
United States Fish and Wildlife Service – USFWS
National Marine Fisheries Service – NMFS
Army Corps of Engineers – ACOE
Woodland-Davis Clean Water Agency – WDCWA
October 2007 Davis-Woodland Water Supply Project Final Environmental Impact Report (includes the
April 2007 Draft Environmental Impact Report and Appendices) – Water Supply EIR

5. The water appropriated shall be limited to the quantity which can be beneficially used and shall not exceed a 30-day average diversion rate of **80.1** cubic feet per second and an instantaneous diversion rate of **100** cubic feet per second, to be diverted from **January 1 to December 31** of each year. The maximum amount diverted under this permit shall not exceed **45,000** acre-feet per year. (0000005A)
6. The amount authorized for appropriation may be reduced in the license if investigation warrants. (0000006)
7. Construction work and completed application of the water to the authorized use shall be prosecuted with reasonable diligence and completed by December 31, 2040. (0000009)
8. Progress reports shall be submitted promptly by Permittee when requested by the State Water Board until a license is issued. (0000010)
9. Permittee shall allow representatives of the State Water Board and other parties, as may be authorized from time to time by said State Water Board, reasonable access to project works to determine compliance with the terms of this permit. (0000011)
10. Pursuant to California Water Code sections 100 and 275, and the common law public trust doctrine, all rights and privileges under this permit and under any license issued pursuant thereto, including method of diversion, method of use, and quantity of water diverted, are subject to the continuing authority of the State Water Board in accordance with law and in the interest of the public welfare to protect public trust uses and to prevent waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of said water.

The continuing authority of the State Water Board may be exercised by imposing specific requirements over and above those contained in this permit with a view to eliminating waste of water and to meeting the reasonable water requirements of Permittee without unreasonable draft on the source. Permittee may be required to implement a water conservation plan, features of which may include but not necessarily be limited to (1) reusing or reclaiming the water allocated; (2) using water reclaimed by another entity instead of all or part of the water allocated; (3) restricting diversions so as to eliminate agricultural tailwater or to reduce return flow; (4) suppressing evaporation losses from water surfaces; (5) controlling phreatophytic growth; and (6) installing, maintaining, and operating efficient water measuring devices to assure compliance with the quantity limitations of this permit and to determine accurately water use as against reasonable water requirements for the authorized project. No action will be taken pursuant to this

paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such specific requirements are physically and financially feasible and are appropriate to the particular situation.

The continuing authority of the State Water Board also may be exercised by imposing further limitations on the diversion and use of water by the Permittee in order to protect public trust uses. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such action is consistent with California Constitution Article X, Section 2; is consistent with the public interest; and is necessary to preserve or restore the uses protected by the public trust.

(0000012)

11. The quantity of water diverted under this permit and under any license issued pursuant thereto is subject to modification by the State Water Board if, after notice to the Permittee and an opportunity for hearing, the State Water Board finds that such modification is necessary to meet water quality objectives in water quality control plans which have been or hereafter may be established or modified pursuant to Division 7 of the Water Code. No action will be taken pursuant to this paragraph unless the State Water Board finds that (1) adequate waste discharge requirements have been prescribed and are in effect with respect to all waste discharges which have any substantial effect upon water quality in the area involved, and (2) the water quality objectives cannot be achieved solely through the control of waste discharges.

(0000013)

12. This permit does not authorize any act that results in the taking of a threatened or endangered species or any act that is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish and Game Code, §§ 2050-2097) or the federal Endangered Species Act (16 U.S.C.A. §§ 1531-1544). If a "take" will result from any act authorized under this water right, the Permittee shall obtain authorization for an incidental take prior to construction or operation of the project. Permittee shall be responsible for meeting all requirements of the applicable Endangered Species Act for the project authorized under this permit.

(0000014)

13. Permittee shall maintain records of the amount of water diverted and used to enable State Water Board to determine the amount of water that has been applied to beneficial use pursuant to Water Code section 1605.

(0000015)

14. This permit shall not be construed as conferring upon the Permittee right of access to the point of diversion.

(0000022)

15. Permittee shall consult with the Division and, within one year from the date of this permit, shall submit to the State Water Resources Control Board its Urban Water Management Plan as prepared and adopted in conformance with section 10610, et seq. of the California Water Code, supplemented by any additional information that may be required by the Board.

All cost-effective measures identified in the Urban Water Management Plan and any supplements thereto shall be implemented in accordance with the schedule for implementation found therein.

(0000029A)

16. If it is determined after permit issuance that the as-built conditions of the project are not correctly represented by the map(s) prepared to accompany the application, Permittee shall, at his expense, have the subject map(s) updated or replaced with equivalent as-built map(s). Said revision(s) or new map(s) shall be prepared by a civil engineer or land surveyor registered or licensed in the State of California and shall meet the requirements prescribed in section 715 and sections 717 through 723 of the California Code of Regulations, Title 23. Said revision(s) or map(s) shall be furnished upon request of the Deputy Director for Water Rights.

(0000030)

17. No work shall commence and no water shall be diverted, stored or used under this permit until a copy of a stream or lake alteration agreement between the CDFG and the Permittee is filed with the Division. Compliance with the terms and conditions of the agreement is the responsibility of the Permittee. If a stream or lake agreement is not necessary for this permitted project, the Permittee shall provide the Division a copy of a waiver signed by the CDFG.

(0000063)

18. The State Water Board reserves jurisdiction over this permit to change the season of diversion to conform to later findings of the State Water Board concerning availability of water and the protection of beneficial uses of water in the Sacramento-San Joaquin Delta and San Francisco Bay. Any action to change the authorized season of diversion will be taken only after notice to interested parties and opportunity for hearing.

(0000080)

19. This permit is subject to prior rights. Permittee is put on notice that, during some years, water will not be available for diversion during portions or all of the season authorized herein. The annual variations in demands and hydrologic conditions in the Sacramento-San Joaquin Delta are such that, in any year of water scarcity, the season of diversion authorized herein may be reduced or completely eliminated by order of the State Water Board, made after notice to interested parties and opportunity for hearing.

(0000090)

20. No diversion is authorized by this permit when satisfaction of inbasin entitlements requires release of supplemental Project water by the Central Valley Project or the State Water Project.
 - a. Inbasin entitlements are defined as all rights to divert water from streams tributary to the Sacramento-San Joaquin Delta or the Delta for use within the respective basins of origin or the Legal Delta, unavoidable natural requirements for riparian habitat and conveyance losses, and flows required by the State Water Resources Control Board for maintenance of water quality and fish and wildlife. Export diversions and Project carriage water are specifically excluded from the definition of inbasin entitlements.
 - b. Supplemental Project water is defined as that water imported to the basin by the projects plus water released from Project storage which is in excess of export diversions, Project carriage water, and Project inbasin deliveries.

The State Water Resources Control Board shall notify permittee of curtailment of diversion under this term after it finds that supplemental Project water has been released or will be released. The Board will advise permittee of the probability of imminent curtailment of diversion as far in advance as practicable based on anticipated requirements for supplemental Project water provided by the Project operators.

(0000091)

21. The Permittee shall obtain all necessary state and local agency permits required by other agencies prior to construction and diversion of water. Copies of such permits and approvals shall be forwarded to the Deputy Director for Water Rights.

(0000203)

22. Should any buried archeological materials be uncovered during project activities, such activities shall cease within 100 feet of the find. Prehistoric archeological indicators include: obsidian and chert flakes and chipped stone tools; bedrock outcrops and boulders with mortar cups; ground stone implements (grinding slabs, mortars and pestles) and locally darkened midden soils containing some of the previously listed items plus fragments of bone and fire affected stones. Historic period site indicators generally include: fragments of glass, ceramic and metal objects; milled and split lumber; and structure and feature remains such as building foundations, privy pits, wells and dumps; and old trails. The Deputy Director for Water Rights shall be notified of the discovery and a professional archeologist shall be retained by the Permittee to evaluate the find and recommend appropriate mitigation measures. Proposed mitigation measures shall be submitted to the Deputy Director for Water Rights for approval. Project-related activities shall not resume within 100 feet of the find until all approved mitigation measures have been completed to the satisfaction of the Deputy Director for Water Rights.

(0000215)

23. Permittee shall install and maintain devices satisfactory to the State Water Board to measure the instantaneous rate of diversion, the amounts of water diverted each day, and the cumulative quantity of water diverted under this permit. Permittee shall make daily readings of these measuring devices and record these readings. Records of all such measurements shall be maintained by the Permittee, and made available to interested parties upon reasonable request. Permittee also shall, subject to any applicable Homeland Security restrictions, post such records on a publicly accessible website within 48 hours after the measurements are made. Copies of the records shall be submitted to the State Water Board with the annual "Progress Report by Permittee" and Permittee shall submit copies of these records to the CDFG each year when these records are submitted to the State Water Board.

Permittee shall allow the CDFG, or a designated representative, reasonable access to measuring devices for the purpose of verifying measurement readings.

Although water may be diverted by both Permittee and Reclamation District 2035 ("RD 2035") at the same intake facility on the Sacramento River, the water pumped by Permittee and the water pumped by RD 2035 must be pumped through separate pumps and pipes, with separate meters, and may not be commingled after pumping.

(000000R)

24. The right to divert water under this permit is junior in priority to the following prior rights:
- a. City of Sacramento under any valid pre-1914 appropriative right and appropriation issued pursuant to Permits 992, 11358, 11359, 11360 and 11361 (Applications 1743, 12140, 12321, 12622, and 16060);
 - b. Conaway Preservation Group, LLC under any valid riparian rights and Licenses 904, 905, and 5487 (Application 1199, 1588 and 12073);
 - c. Reclamation District No. 2068 to divert water under Licenses 6103 and 9339 (Applications 2318 and 19229), and Permit 19205 (Application 24961);

- d. Reclamation District No. 1004 under any valid riparian rights and License 3165 (Applications 27), and Permit 16771 (Application 23201);
 - e. Reclamation District No. 108 under any valid riparian rights, Licenses 3065, 3066, 3067 and 7060 (Applications 576, 763, 1589 and 11899);
 - f. Pelger Mutual Water Company under Licenses 613A and 8547 (Applications 1765A and 12470);
 - g. Natomas Central Mutual Water Company under any valid riparian rights, Licenses 1050, 2814, 3109, 3110, 9794, and 9989 (Applications 534, 1056, 1203, 1413, 15572 and 22309), Permit 19400 (Application 25727); and
 - h. Sutter Mutual Water Company, under any valid riparian rights and Licenses 547, 552, 657, 882, 1110, 2240, 2817, 2818, 2819, 2820A, 2821, 2822, 2823, 4562, 5432, 8220 and 8547 (Applications 1769, 1758, 1772, 3195, 1763, 7886, 581, 878, 879, 880A, 9760, 1160, 10658, 11953, 14584, 16677, and 12470).
- (000000T)
25. No water shall be diverted under this permit until Permittee obtains a long-term water supply covering those periods when water is not available for diversion pursuant to this permit. Permittee shall submit documentation subject to review and approval by the Deputy Director for Water Rights that an alternate water supply has been secured for the development period under this permit. The alternate water supply must be equivalent to the diversion quantities scheduled for use under this permit.
- (0360900)
26. To minimize potential impacts on drainage and floodplains, Permittee shall:
- a. Prior to construction, obtain a 401 Certification issued by the State Water Board or the Regional Water Quality Control Board and provide a copy of the 401 Certification to the Division. Permittee shall also consult with the CDFG regarding the proposed upland sites where spoil material from trenching will be stockpiled. After making this consultation, Permittee shall provide the CDFG with a map of these proposed sites and Permittee's proposed conditions for using these sites.
 - b. Test any trench and tunnel spoils that are stockpiled at any upland site before replacement back into any excavated area or transportation to offsite disposal. Spoils containing high volumes of water shall be detained and allowed to settle at an upland site to reduce turbidity before the spoils are tested. If any such spoils are found to be contaminated by lubrication or hydraulic fluids, then such spoils will be collected and disposed of at a permitted waste disposal facility.
- (0400500)
27. To minimize potential impacts on agriculture, Permittee shall:
- a. Install the water conveyance pipeline and transmission pipelines at a depth (to the top of the pipe) ranging from four to seven feet below the ground surface. Installation at this depth should be sufficient to avoid conflict with expected agricultural production activities. Final depths shall be established in consultation with an agricultural specialist and landowners to ensure no conflict with future agricultural practices.

- b. Establish permanent Prime Farmland agricultural conservation easement at a ratio of 2:1 for the acreage of Prime Farmland that would be permanently displaced with Project development. (0400500)
28. Permittee shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP), acceptable to the Central Valley Regional Water Quality Control Board, for all Project construction activities, including:
- a. Conduct all instream construction activities during the low-flow period of May 30 through October 15.
 - b. Place sediment curtains around the construction or maintenance zone to prevent sediment disturbed during trenching activities from being transported and deposited outside of the construction zone.
 - c. Install silt fencing, including appropriate setbacks, where feasible, in all areas where construction occurs within 100 feet of known or potential steelhead habitat. Silt fencing will be installed adjacent to all aquatic habitat.
 - d. Isolate fresh concrete from wetted channels for a period of 30 days after it is poured. If a 30-day curing period is not feasible, a concrete sealant approved for use in fisheries habitat may be applied to the surfaces of the concrete structure. If a sealant is used, the manufacturer's guidelines for drying times will be followed before reestablishing surface flows within the work area.
 - e. Locate spoil sites (concrete wash areas) so as to prevent drainage into the Sacramento River. If a spoil site drains toward the Sacramento River, then lined catch basins will be constructed to intercept sediment before it reaches the channel and removal of spoils will be conducted daily during routine maintenance of work sites. Spoil sites will be graded to reduce the potential for erosion.
 - f. Not leave disturbed surfaces without erosion control measures (consistent with the SWPPP) in place during the wet season from October 15 through April 30. Erosion protection shall be provided on all cut and graded slopes and vegetative cover shall be established on each construction site as soon as possible after disturbance of the site. (0400500)
29. The permit shall include the following mitigation measures based on the Mitigation Monitoring Plan from the Water Supply EIR and on the protest-dismissal agreement executed by WDCWA and CDFG. All certifications or reports necessary for approval by the Deputy Director for Water Rights shall be submitted together in one report prior to construction activities. The report shall also include the status of those measures that require approval by other agencies. (0400500)
30. No water shall be diverted under this permit except through a fish screen on the intake to the diversion structure, satisfactory to meet the physical and operational specifications of the CDFG, USFWS, and NMFS, as specified at the time the last permit for construction is issued, to protect species of fish listed as endangered or threatened species under the California Endangered Species Act (Fish and Game Code sections 2050 to 2098) or the federal Endangered Species Act (16 U.S.C. sections 1531 to 1544). Construction, operation, and maintenance costs of the required facility are the responsibility of the Permittee. (0140500)

31. To minimize potential impacts on biological resources, Permittee shall:
- a. Prior to construction, evaluate impacts to trees within the City of Davis city limits and submit the evaluation to the City and Deputy Director for Water Rights for review. If deemed necessary by the City, Permittee shall apply for a permit and abide by any permit requirements for tree pruning or removal. In addition, sensitive habitats and wildlife shall be identified and protected for projects within the City of Davis, under the HAB 1.1 policy.
 - b. Conform project design, construction, and operation plans with, to the greatest extent possible, biological conservation goals fundamental to the ongoing Yolo County NCCP/HCP development process.
 - c. In consultation with CDFG, prepare and implement a Revegetation Program Plan that provides for the establishment and ongoing maintenance of native riparian species in all disturbed bank-side construction areas.
 - d. Conduct site preparation and installation of the sheet pile cofferdam during the summer and fall. A pre-construction Giant Garter snake (GGS) survey shall be conducted at the intake site prior to any cofferdam staging activity. The GGS survey shall be conducted by a qualified biologist acceptable to the Deputy Director for Water Rights in accordance with USFWS survey protocols, and findings shall be reported to CDFG, USFWS and the Division. As appropriate, follow-up inspections for presence of giant garter snakes shall be conducted within 24 hours of initiating activity.
 - e. Offset the permanent loss of 0.1 acres of channel margin habitat or shallow water habitat because of installation of the diversion/intake facility, by purchasing off-site mitigation habitat in a ratio agreeable to CDFG, the Deputy Director for Water Rights and other agencies consulted. Permittee will work in consultation with CDFG, USFWS and NMFS to characterize functionally equivalent habitat for channel margin loss, and to identify the appropriate ratio of in-kind riparian corridor habitat suitable for use by wildlife species known to reside within two river miles of the intake construction site.
 - f. During installation of a cofferdam and dewatering, ensure that a qualified fisheries biologist, acceptable to the Deputy Director for Water Rights, will design and conduct a fish rescue and relocation effort to collect fish from the area within the cofferdam and return those fish to suitable habitat within the Sacramento River. To ensure compliance, the fisheries biologist will observe the initial dewatering activities within the cofferdam. The fish rescue plan will be provided for review and comment to NMFS, USFWS, CDFG and the Division prior to implementation. The success of this dewatering measure will be the effective capture and removal of fish from the area to be dewatered with a minimum of capture and handling mortality for those fish returned to the Sacramento River.
 - g. Install sheet piles and beams during construction of the cofferdam for the intake structure using a vibrating method. Prior to pile driving by any technique other than the vibrating method, Permittee will provide to CDFG, and the Deputy Director for Water Rights, a scientifically supported analysis to demonstrate that effects of the method will be limited to thresholds below that which could create sound pressure injury to juvenile salmonids in the vicinity.
- (0400500)
32. In order to prevent impacts to special status plant species (Alkali milk-vetch, brittlescale, San Joaquin spearscale (saltbrush), palmate-bracted bird's beak, Heckard's peppergrass, Ferris milk-vetch, heartscale, rose mallow, Sanford's arrowhead, and Brazilian watermeal), Permittee shall:

- a. Perform a pre-construction survey for rare plants at the selected diversion/intake site and conveyance pipeline route. The survey shall be conducted by a qualified botanist acceptable to the Deputy Director for Water Rights during the appropriate season for identification, according to California Native Plant Society Botanical Survey Guidelines, included in Appendix C2 of the Water Supply EIR. Data shall be compiled and reported to CDFG and the Deputy Director for Water Rights before initiating any construction.
 - b. Identify populations of palmate-bracted bird's beak that would be directly affected by project construction. Temporary preservation fencing shall be installed to protect individuals, and fencing shall provide a minimum 25-foot distance exclusion area. Indirect effects due to changes in hydrology or other ecological requirements for this species shall be evaluated and modifications to the project design/construction shall be incorporated to minimize indirect effects to palmate-bracted bird's beak.
 - c. Avoid specimens as feasible, or identify and protect with orange fencing, individual Ferris's milk-vetch, alkali milk-vetch, heartscale, brittlescale, San Joaquin saltbush, Heckard's peppergrass, rose-mallow, Sanford's arrowhead, Brazilian watermeal, or other special-status species without state or federal status that are detected within the proposed project area during the pre-construction survey, and notify CDFG. Where these sensitive plants cannot be avoided, additional mitigation measures shall be implemented by Permittee in consultation with CDFG, prior to construction. These measures may include, but are not limited to the following:
 - i. Minimizing impacts by restricting removal of plants to a few individuals of a relatively large population;
 - ii. Preparing a plan to relocate plants to suitable habitat outside the proposed Project area to a CDFG-approved site;
 - iii. Restoring or enhancing occupied habitat to an off-site location with appropriate ecological conditions to support the affected species.
 - iv. Locating the pipelines entirely underground and returning the ground surface to pre-project grade and contours.
 - v. Locating pipeline alignments shall be located according to paragraph 6 of the CDFG Protest Dismissal Agreement, dated October 29, 2009.
 - vi. Consulting with CDFG on constraints and opportunities for viable off-site habitat enhancement/creation for the species concerned and implement a plan for restoration and enhancement. The plan shall include a five-year monitoring and maintenance program to evaluate and support the establishment of the sensitive species, and shall include contingencies for additional recruitment, planting and monitoring, as necessary, if survivorship falls below 75%.
 - vii. Preserving occupied habitat for the species on-site or at another regional location.
- (0400500)
33. To prevent impacts to vernal pool and seasonal wetland species (Conservancy fairy shrimp, vernal pool fairy shrimp, vernal pool tadpole shrimp, California tiger salamander, and western spadefoot), Permittee shall:
- a. Prior to project construction, survey the selected diversion/intake pipeline corridor area and assess the potential to support vernal pool and seasonal wetlands. All vernal pools and wetlands within 250 feet of the selected diversion/intake pipeline corridor shall be included in the assessment.

- b. Undertake one of the following two actions for all vernal pool and seasonal wetland habitats identified during the wetland delineation:
 - i. Survey for presence or absence of vernal pool crustaceans according to USFWS survey protocol (in the February 28, 1996 Programmatic Formal Endangered Species Act Consultation on Issuance of 404 Permits for Projects with Relatively Small Effects on Listed Vernal Pool Crustaceans Within the Jurisdiction of the Sacramento Field Office, California, (see Appendix C2 of the Water Supply EIR), where those pools found to contain vernal pool crustaceans shall be mitigated by (c), (d), and (e) below. All other pools shall be mitigated at a 1:1 compensation ratio, or
 - ii. Assume that the vernal pool is occupied by vernal pool crustaceans and measures (c), (d), and (e) shall be implemented for all pools.
- c. Avoid completely all identified vernal pool and seasonal wetland habitats. The USFWS considers disturbance within 250 feet of all vernal pool wetlands to be an impact. Therefore, all wetlands shall be avoided by 250 feet and protected within that buffer. Protective measures may consist of temporary fencing such as silt fencing and plastic construction fencing. Also, best management practices (BMPs) and Stormwater Pollution Prevention Plan methods shall be implemented during construction to avoid indirect water quality impacts to wetlands. These pools shall be considered "avoided" and no further mitigation is necessary.
- d. If impacts to vernal pool and seasonal wetlands cannot be avoided but can be protected from direct fill or ground disturbance, the wetlands shall be identified and protected using temporary fencing, which shall take the form of silt fencing and temporary plastic construction fencing placed no closer than 25 feet from the edge of the pool. The distance between the pool and protective fencing shall be maximized wherever possible. These pools will be considered as "indirectly affected" by project activities and shall be mitigated in accordance with the February 28, 1996 Programmatic Formal Endangered Species Act Consultation on Issuance of 404 Permits for Projects with Relatively Small Effects on Listed Vernal Pool Crustaceans Within the Jurisdiction of the Sacramento Field Office, California (see Appendix C2 of the Water Supply EIR). Some pools may be considered avoided if it can be shown that the proposed project activity would not adversely impact their surface and subsurface hydrology. This shall be considered on a case-by-case basis by a qualified biologist and hydrologist acceptable to the Deputy Director for Water Rights.
- e. Calculate the area of impacts for pools that will be directly impacted by project activities. For the purpose of this calculation, any portion of a pool that is directly impacted by project activities would result in the entire pool being identified as being permanently impacted. Impacted pools shall then be mitigated in accordance with the February 28, 1996 Programmatic Formal Endangered Species Act Consultation on Issuance of 404 Permits for Projects with Relatively Small Effects on Listed Vernal Pool Crustaceans within the Jurisdiction of the Sacramento Field Office, California (see Appendix C2 of the Water Supply EIR).
- f. Conduct a pre-construction survey of the selected diversion/intake pipeline corridor area to assess the potential to support vernal pool and seasonal wetlands which may support California tiger salamander (CTS) and western spadefoot. The survey shall include the entire project footprint and all areas within 1.24 miles of proposed project activities (where site access allows) for the presence of CTS using the protocol provided in the October 2003 Interim Guidance on Site Assessment and Field Surveys for Determining Presence or a Negative Finding of the California Tiger Salamander (see Appendix C2 of the Water Supply EIR). Should CTS be detected in the area, all ground squirrel burrows and vernal pools shall be mapped within 1.24 miles of the project, and all vernal pool areas shall be calculated within this area.

- g. Identify vernal pools and burrows that can be protected from project activities and protect these sites from disturbance using temporary fencing. Temporary fencing shall take the form of silt fencing and temporary plastic construction fencing placed no closer than 25 feet from the edge of the habitat. The distance between the habitat and protective fencing shall be maximized wherever possible. Protective fencing around vernal pools identified as potential habitat for special-status amphibians shall be constructed in a way that allows CTS and western spadefoot to access these wetlands.
- h. Quantify impacts to vernal pools and occupied CTS burrows, impacted vernal pools and burrow habitat and mitigate and compensate in accordance with (c) above. Burrows that cannot be avoided shall be excavated by a biologist approved by USFWS and the Deputy Director for Water Rights prior to construction using hand tools. Excavated CTS shall be relocated off the project site to a USFWS-approved site.

(0400500)

34. To prevent impacts to valley elderberry longhorn beetle, Permittee shall:

- a. Survey the selected diversion/intake pipeline corridor area prior to construction for the presence of elderberry shrubs. The survey shall be conducted according to USFWS's July 9, 1999 Conservation Guidelines for Valley Elderberry Longhorn Beetle (see Appendix C2 of the Water Supply EIR). The survey may be conducted concurrently with the rare plant surveys.
- b. Avoid identified elderberry shrubs by a minimum of 100 feet during construction of the diversion/intake pipeline corridor. If complete avoidance is not feasible, USFWS shall be consulted regarding impacts to valley elderberry longhorn beetle. Compensation for disturbance within 100 feet of shrubs will be implemented in a manner approved by USFWS, CDFG, and the Deputy Director for Water Rights, and may include transplanting elderberry shrubs into a conservation area for valley elderberry longhorn beetle. The conservation area must be at least 1,800 square feet and should be planted with five additional elderberry plants plus five native associated plants for every one transplanted/impacted elderberry shrub. Refer to USFWS's July 9, 1999 Conservation Guidelines for Valley Elderberry Longhorn Beetle (see Appendix C2 of the Water Supply EIR), for details.

(0400500)

35. To prevent impacts to giant garter snake and western pond turtle, Permittee shall:

- a. Conduct a pre-construction survey of the selected diversion/intake and pipeline siting option for giant garter snake habitat suitability within one year of anticipated construction. The survey area shall include up to 200 feet of upland habitat surrounding potential aquatic habitat for giant garter snake according to the USFWS November 13, 1997 programmatic biological opinion for giant garter snake. Habitat assessments shall follow CDFG guidelines Appendix D: Protocols for Pre-Project Surveys to Determine Presence or Absence for the Giant Garter Snake and to Evaluate Habitats, as cited in the USFWS Draft Recovery Plan for the Giant Garter Snake (see Appendix C2 of the Water Supply EIR).
- b. If suitable giant garter snake habitat is present, implement the following mitigation measures in accordance with the USFWS programmatic biological opinion for giant garter snake which pertain to Level 3 impacts.
 - i. Construction activity within giant garter snake habitat shall occur between May 1 and October 1, which is the active period for the snake. Between October 2 and April 30, the USFWS Sacramento Fish and Wildlife Office and CDFG, North Central Region, shall be consulted to determine if additional measures are necessary to minimize and avoid take. Such measures might include, but are not limited to, requiring a biological monitor on site during construction within giant garter snake habitat.

- ii. Any dewatered habitat must remain dry for at least 15 consecutive days after April 15 and prior to excavating or filling of the dewatered habitat.
- iii. Construction personnel shall participate in a USFWS-approved worker environmental awareness program. Under this program, workers shall be informed about the presence of giant garter snakes and habitat associated with the species and that unlawful take of the animal or destruction of its habitat is a violation of the Act. Prior to construction activities, a qualified biologist approved by the USFWS and the Deputy Director for Water Rights shall instruct all construction personnel about giant garter snake as directed in the USFWS programmatic biological opinion for giant garter snake. Proof of this instruction shall be submitted to the USFWS, Sacramento Fish and Wildlife Office, CDFG, North Central Region and the Deputy Director for Water Rights.
- iv. Pre-construction surveys for the giant garter snake shall be conducted by a biologist approved by USFWS and the Deputy Director for Water Rights within 24 hours prior to ground disturbance. Giant garter snake encounters and field reports shall be addressed per the USFWS programmatic biological opinion for giant garter snake.
- v. Clearing of wetland vegetation will be confined to the minimal area necessary to excavate toe of bank for riprap or fill placement. Excavation of channel for removal of accumulated sediments will be accomplished by using equipment located on and operated from top of bank, with the least interference practical for emergent vegetation.
- vi. Movement of heavy equipment to and from the project site shall be restricted to established roadways to minimize habitat disturbance.
- vii. Preserved giant garter snake habitat shall be designated as environmentally sensitive areas and shall be flagged by a qualified biologist approved by CDFG, USFWS and the Deputy Director for Water Rights and shall be avoided by all construction personnel.
- viii. After completion of construction activities, any temporary fill and construction debris shall be removed and, wherever feasible, disturbed areas shall be restored to pre-project conditions. Restoration work may include replanting emergent vegetation as directed in the USFWS programmatic biological opinion for giant garter snake.
- ix. Impacts to giant garter snake habitat shall be mitigated in accordance with USFWS mitigation compensation ratios, based on described levels of impact in the programmatic biological opinion. More than two season duration and temporary or permanent losses of habitat shall be compensated at 3:1 or the ratios described in Table 1 on page 7 of the USFWS November 13, 1997 programmatic biological opinion for giant garter snake (see Appendix C2 of the Water Supply EIR) and shall meet the criteria listed in the USFWS programmatic biological opinion for giant garter snake.
- x. All wetland and upland acres created and provided for the giant garter snake shall be protected in perpetuity by a USFWS-approved conservation easement or similarly protective covenants in the deed and comply with provisions in the USFWS programmatic biological opinion for giant garter snake. Documentation of such land preservation shall be provided to CDFG and the Deputy Director for Water Rights.
- xi. The Reporting Requirements shall be fulfilled in compliance with the USFWS programmatic biological opinion for giant garter snake and the reports shall be submitted to the USFWS, CDFG and the Deputy Director for Water Rights.
- xii. Replacement of affected giant garter snake habitat shall be made at a 3:1 ratio.

- xiii. All replacement habitats must include both upland and aquatic habitat components. Upland and aquatic habitat components must be included in the replacement habitat at a ratio of 2:1 upland acres to aquatic acres.
- xiv. If restoration of habitat is a component of the replacement habitat, conduct one year of monitoring restored habitat and submit a photo documentation report, due one year from implementation of the restoration, with pre- and post-project area photos.
- xv. Conduct five years of monitoring replacement habitat and submit a photo documentation report each year to CDFG, USFWS and the Division.

(0400500)

36. To prevent impacts to Swainson's hawk, Permittee shall:

- a. Conduct a pre-construction breeding-season survey (between March 1 and September 15) in the year when construction is scheduled to commence. The survey will be conducted by a qualified biologist, acceptable to CDFG and the Deputy Director for Water Rights, and according to the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley, prepared by the Swainson's Hawk Technical Advisory Committee, dated May 31, 2000, (see Appendix C2 of the Water Supply EIR). The survey area shall include all lands with a one quarter-mile radius around any Project construction activities scheduled to occur during that breeding season. If any nesting Swainson's hawks are detected, Permittee shall establish a buffer zone of one-quarter mile around the nest site, within which there will be no construction unless one of the following has occurred:
 - i. Based on ongoing monitoring of the nest site by a qualified biologist, and subsequent consultation with the CDFG, it is determined by the CDFG that work can occur within the buffer zone, along with the conditions under which such work may be carried out. Depending on conditions specific to each nest, it may be possible to allow construction activities within the buffer zone without impacting breeding behavior. In these cases, the nest will be monitored by a qualified biologist acceptable to CDFG. The monitor will have all stop authority. If, in the professional opinion of the monitor, project activities are negatively affecting the nesting or breeding behavior of the birds, then the monitor shall stop all construction activity within the designated buffer zone, and construction activities within this designated buffer zone shall not resume until either the monitor has determined that the young have fledged and the nest is empty or as otherwise approved by CDFG; or,
 - ii. Monitoring has demonstrated, and CDFG has concurred, that adults are no longer utilizing the nest area and/or birds of the year have fully fledged.
- b. Mitigate for permanent loss of Swainson's hawk foraging habitat associated with the construction of the Water Treatment Plant facility. Compensation shall follow guidance in the May 2, 2002 Agreement Regarding Mitigation for Impacts to Swainson's Hawk Foraging Habitat in Yolo County entered into between CDFG and the Yolo County HCP/NCCP Joint Powers Agency (Habitat JPA), with the mitigation fee increase described in the January 26, 2004 staff report regarding this agreement. This agreement requires that:
 - i. Permittee shall pay an acreage-based mitigation fee into the Wildlife Mitigation Trust Account established by the Habitat JPA in an amount, as determined by the Habitat JPA Board, sufficient to fund the acquisition, enhancement and long-term management of one (1) acre of Swainson's hawk foraging habitat for every one (1) acre of foraging habitat that is lost to urban development.

- ii. A calculated fee of \$5,800.00 per acre is sufficient to fund the acquisition and preservation as of January 2004. This fee amount may be adjusted to reflect updated costs for acquisition of habitat.
- iii. With written approval of and subject to conditions determined by CDFG, an urban development Permittee may transfer fee simple title or a conservation easement over Swainson's hawk foraging habitat, along with appropriate enhancement and management funds, in lieu of paying the acreage-based mitigation fee.

(0400500)

37. To prevent impacts to western yellow-billed cuckoo, Cooper's hawk, white-tailed kite, yellow warbler, loggerhead shrike, northern harrier and short-eared owl, Permittee shall:

- a. Implement measures 36a. and 36b. above for Swainson's hawk, and apply them to western yellow-billed cuckoo. Apply these measures, but modify survey area to include 500 feet around the construction activities, and modify buffer areas to include 500 feet around any Cooper's hawk, white-tailed kite, yellow warbler or loggerhead shrike nest.
- b. Implement measure 36a. and 36b. above for Swainson's hawk and apply them to northern harrier and short-eared owl, but modify survey area to include 500 feet around the construction activities; and modify buffer areas to include 500 feet around a nest.

(0400500)

38. To prevent impacts to burrowing owl, Permittee shall:

- a. Survey the entire route of the chosen siting diversion/intake pipeline corridor and Water Treatment Plant (WTP) footprint for burrowing owls according to the October 17, 1995 CDFG Staff Report on Burrowing Owl Mitigation (see Appendix C2 of the Water Supply EIR), which includes survey guidelines for burrowing owl. The surveys must be conducted prior to project construction and shall be conducted by a qualified biologist acceptable to the Deputy Director for Water Rights. Data shall be compiled and reported to CDFG before initiating any construction activities. The guidelines include the following:
 - i. Conduct a winter survey (to be conducted between December 1 and January 31) and a survey during the breeding season (to be conducted April 15 to July 15).
 - ii. Conduct the survey beginning one hour before sunrise and two hours after, OR two hours before sunset and one hour after.
 - iii. The survey area shall include suitable habitat within a 500-foot radius around the Project construction zone.
- b. If occupied burrows are identified, implement the measures included in the October 17, 1995 CDFG Staff Report on Burrowing Owl Mitigation (see Appendix C2 of the Water Supply EIR). These include but are not limited to the following measures:
 - i. Owls shall not be disturbed from February 1 through August 31. Establish an avoidance buffer of 160 feet (September 1 through January 31) or 250 feet (February 1 through August 31) and monitor the nest burrow during construction activity. Any indication of impacts to the breeding pair as a result of construction shall be reported to CDFG whereby CDFG may have the authority to halt construction until the young have fledged from the nest.

- ii. If impacts to owls cannot be avoided, then CDFG shall be consulted on minimization measures such as using passive relocation techniques during the non-breeding season (September 1 through January 31).
 - iii. A minimum of 6.5 acres of foraging habitat must be preserved for every occupied burrow potentially impacted (within 160 feet or 250 feet of the construction activity, depending on the season). Foraging habitat shall be preserved according to CDFG guidelines.
(0400500)
39. To prevent impacts to tricolored blackbird, white-faced ibis, western snowy plover, and bank swallow, Permittee shall implement measures 36a. and 36b. above for Swainson's hawk and apply them to the above-listed species, but modify survey area to include 500 feet around the construction activities; and modify buffer areas to include 500 feet around nesting colonies/locations.
(0400500)
40. To prevent impacts to riparian habitat or other sensitive natural communities, Permittee shall:
- a. Prior to construction, conduct an assessment within the project area to provide the basis of a vegetation mitigation plan. A vegetation mitigation plan will be developed in consultation with CDFG and the Deputy Director for Water Rights. The plan shall contain species expected to be found in the vicinity of project sites. Details about the species and their past occurrence shall be included in the plan. Permittee shall comply with all terms and conditions of the plan, including additional mitigation provisions to be implemented. Permittee will follow performance standards in developing the plan. The requirements will consist of one or more of the following provisions:
 - i. Establish an oak tree conservation easement in coordination with Yolo County to protect and preserve trees commensurate with the removal of large oaks as a result of project implementation.
 - ii. Replace and maintain trees, for seven years, at a rate of 1 tree per 1-inch of tree diameter removed as measured at diameter breast height. Because this measure would only fulfill one-half of the required mitigation for the project, one or more of the other provisions would need to be implemented to fulfill the remaining mitigation requirements.
 - iii. Contribute funds to a suitable oak woodland conservation fund, as established in accordance with § 1363 of the Fish and Game Code.
 - iv. Consult with Yolo County and CDFG to determine and agree to implement other suitable measures consistent with the Yolo County Oak Woodland Conservation and Enhancement Plan 2007 and § 21083.4(a) of the California Public Resources Code.
 - b. For any drainage that would be crossed using trenchless construction techniques, the bore pits will be excavated at least 50 feet outside the edge of riparian vegetation to minimize impacts to waterways and adjacent areas.
 - c. All new project-related groundwater wells within water sellers' service areas shall be sited in areas that are not within 0.25 mile of wetlands and other sensitive biological resources that could be affected by groundwater drawdown.
(0400500)

41. To prevent impacts to federally protected wetlands, Permittee shall:
- a. Prior to construction, conduct and submit for approval a formal wetland delineation report for the proposed Project area for verification through the ACOE. Permittee shall obtain a Section 404 (Clean Water Act) permit for impacts to jurisdictional wetlands from the ACOE and a Section 401 water quality certification from the Regional Water Quality Control Board or State Water Board and shall comply with all conditions of the permit and certification. In association with either the permit or certification, compensatory mitigation for impacts to jurisdictional wetlands may be required. ACOE mitigation guidelines emphasize on-site mitigation preference, but in the potential case that on-site mitigation is not available, Permittees shall either purchase wetland mitigation credits from an ACOE - approved mitigation bank that services the area containing the proposed project or prepare a plan to implement mitigation at an off-site location.
 - b. For open trench construction crossing minor wetland ditches (less than 15 feet in width), the following measures shall be implemented:
 - i. Implement compliance measures, described in Section 3.7, Geology, Soils, and Seismicity for Impact 3.7-1, to reduce indirect impacts to wetlands and other waters during open trench construction;
 - ii. Conduct trenching and construction activities across drainages during low-flow or dry periods as feasible;
 - iii. If working in active channels, install cofferdam upstream and downstream of stream crossing to separate construction area from flowing waterway;
 - iv. Place sediment curtains upstream and downstream of the construction zone to prevent sediment disturbed during trenching activities from being transported and deposited outside of the construction zone;
 - v. Locate spoil sites such that they do not drain directly into the drainages and/or seasonal wetlands;
 - vi. Store equipment and materials away from the drainages and wetland areas. No debris will be deposited within 250 feet of the drainages and wetland areas.
 - vii. Prepare and submit to CDFG and the Deputy Director for Water Rights for approval, a revegetation implementation plan to restore vegetation in all temporarily disturbed wetlands and other waters using native species seed mixes and container plant material that are appropriate for existing hydrological conditions. All disturbed drainages will be restored to pre-construction conditions
- (0400500)
42. In addition to reporting required prior to construction activities, Permittee shall prepare and submit to the Deputy Director for Water Rights annual reports that include the status of compliance with the mitigations and monitoring required by Terms 30-41 above. Annual reports shall be submitted by October 1 of each year.
- (0400500)

This permit is issued and permittee takes it subject to the following provisions of the Water Code:

Section 1390. A permit shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code), but no longer.

Section 1391. Every permit shall include the enumeration of conditions therein which in substance shall include all of the provisions of this article and the statement that any appropriator of water to whom a permit is issued takes it subject to the conditions therein expressed.

Section 1392. Every permittee, if he accepts a permit, does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefore shall at any time be assigned to or claimed for any permit granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any permittee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any permittee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

STATE WATER RESOURCES CONTROL BOARD

James W. Kassel
for *Barbara Evoy, Deputy Director*
Division of Water Rights

Dated: APR 14 2011

West Sacramento Option Agreements

OPTION AGREEMENT FOR SALE OF WATER

This Option Agreement for Sale of Water is made and effective as of October 18, 2019 by and between the City of West Sacramento (the “City”), a California city, and the Woodland-Davis Clean Water Agency (“WDCWA”), a California joint powers authority.

RECITALS

This Agreement is made with reference to the following facts:

A. The City is a party to Contract No. 0-07-20-W0187, which was made on July 1, 1980 between the United States of America, acting through the Secretary of the Interior, and the East Yolo Community Services District. On May 17, 1989, the City assumed this contract and agreed to be bound by and perform all the terms and conditions of this contract. On June 6, 1989, the United States consented to this assumption. This contract authorizes the City, subject to the terms of the contract, to divert from the Sacramento River for beneficial use within the City’s service area up to 23,600 acre-feet of water annually. This contract authorizes the City, with the written consent of the United States, to sell to third parties water that may be diverted and used under this contract.

B. On October 16, 2007, the City of Davis, acting as CEQA lead agency, adopted Resolution No. 07-168, Series 2007, which certified the DWWSP EIR and approved the DWWSP. After certification of the DWWSP EIR, the Cities of Woodland and Davis formed WDCWA to construct and implement the DWWSP. Since its formation, WDCWA has approved nine addenda to the DWWSP EIR and a Supplemental EIR.

C. Since 2007, additional data has become available that indicate that WDCWA’s water rights may not authorize diversions of water from the Sacramento River during all or parts of the months of November through March of some water years. WDCWA therefore has prepared Addendum No. 10 to the DWWSP EIR, which analyzes potential sales of water from the City to WDCWA during the months of November through March.

D. The City has determined that the City will not need 2,000 acre-feet of the water that is available for diversion and use under Contract No. 0-07-20-W0187 during the period of November 1, 2019 through December 31, 2019. Accordingly, the City is willing to sell up to 2,000 acre-feet of the water that is available for diversion and use under Contract No. 0-07-20-W0187 to WDCWA, for diversion and use during this period, when available and requested by WDCWA, subject to the terms and conditions of this Agreement.

AGREEMENT

In consideration of these recitals and the mutual promises in this Agreement, the Parties agree as follows:

1. **Defined Terms.** When used in this Agreement, the following terms have the following definitions:

“**Agreement**” means this Agreement.

“**CEQA**” means the California Environmental Quality Act.

“**City**” means the City of West Sacramento.

“**Contract No. 0-07-20-W0187**” means the contract described in Recital A of this Agreement.

“**DWWSP**” means the Davis-Woodland Water Supply Project.

“**DWWSP EIR**” means the DWWSP Environmental Impact Report (State Clearinghouse # 2006042175).

“**Parties**” means the City and WDCWA, collectively.

“**Party**” means the City or WDCWA, individually.

“**WDCWA**” means the Woodland-Davis Clean Water Agency.

“**WDCWA’s Place of Use**” means WDCWA’s authorized place of use, as shown on Exhibit 1 to this Agreement.

“**WDCWA’s Point of Diversion**” means the diversion facilities that will be used to divert from the Sacramento River the water that the City sells to WDCWA under this Agreement. This point is depicted as the “Point of Diversion” in Exhibit 1 to this Agreement.

2. **Term of Agreement.** This Agreement will become effective upon execution by the Parties. This Agreement will terminate on December 31, 2019.

3. **Option to Purchase Water.** By executing this Agreement, the City is providing an option to WDCWA to buy water from the City, according to the terms of this Agreement. In consideration of the City’s providing this option to WDCWA, WDCWA will make a non-refundable payment of \$50,000.00 to the City to secure this option. Upon execution of this Agreement, the City will send an invoice to WDCWA for this \$50,000.00 option payment. WDCWA will pay the City this invoiced amount within 30 days after WDCWA’s receipt of this invoice.

4. **City's Request to United States for Consent to Sale of Water.** Promptly after execution of this Agreement, the City will use its best efforts to obtain the written consent of the United States for the City's sale of up to 2,000 acre-feet water under Contract No. 0-07-20-W0187 to WDCWA, with this water to be diverted by WDCWA at WDCWA's Point of Diversion for use within WDCWA's Place of Use during the period of November 1, 2019 through December 31, 2019. The City will advise WDCWA when the United States provides this consent.

5. **Schedules of Planned Diversions and Reports of Actual Diversions.** After the United States has provided the consent described in the preceding paragraph of this Agreement, WDCWA will provide the City and the appropriate representative of the United States schedules of the daily amounts of water it plans to divert under Contract No. 0-07-20-W0187 and this Agreement. On or before the 7th day of each month, WDCWA will provide a report to the City and the United States of the amount of water WDCWA diverted under Contract No. 0-07-20-W0187 and this Agreement during the preceding month. All water diverted by WDCWA under Contract No. 0-07-20-W0187 and this Agreement will be measured by the United States, as provided for by Article 10 of Contract No. 14-06-200-7422X-R-1 between the United States and WDCWA.

6. **Payments and Invoicing.** In addition to the option payment described in paragraph 3 of this Agreement, WDCWA also will pay the City: (a) the City's expenses, consultant costs, and attorney fees reasonably incurred in the negotiation of this Agreement, but not to exceed \$10,000; (b) at the rate of \$50.00 per acre-foot for all water in excess of 1,000 acre-feet that WDCWA diverts under Contract No. 0-07-20-W0187 and this Agreement; and (c) any incremental costs that the City must pay the United States solely because of WDCWA's diversions under Contract No. 0-07-20-W0187 and this Agreement. These incremental costs will not include any costs that the City must pay the United States under Contract No. 0-07-20-W0187 even if WDCWA does not divert any water under Contract No. 0-07-20-W0187 and this Agreement. Within 20 days after execution of this Agreement, the City will send WDCWA an invoice for the amount due for expenses incurred in negotiating and preparing for the sale of water under clause (a) above. On or before the 20th day of each month, the City will send an invoice to WDCWA for any amounts that WDCWA owes the City under this Agreement under clauses (a), (b) and (c) above for expenses incurred and WDCWA's diversions during the prior

month. If necessary because of delays or changes in billings by the United States to the City for water diverted by WDCWA under Contract No. 0-07-20-W0187 and this Agreement, the City may send subsequent invoices or credits to WDCWA for amounts due under clause (c) above. WDCWA will pay each invoice with 30 days after WDCWA's receipt of the invoice. Delinquent payments will bear interest at the prime rate of interest as published by the Wall Street Journal that is in effect during the delinquency until WDCWA pays the invoiced amount in full.

7. Lack of Availability of Water. WDCWA acknowledges that the City and its Council Members, officers, agents, employees and insurers will not be responsible for the quality of water sold, or for any interruptions or reductions in water sales due to any reason beyond the City's control. However, if less than 1,000 acre-feet of water is made available for diversion and use by WDCWA under Contract No. 0-07-20-W0187 and this Agreement, then the City will refund the Option payment.

8. CEQA. WDCWA intends to adopt Addendum No. 10 described in Recital C of this Agreement to satisfy the CEQA requirements applicable to WDCWA for this Agreement and the water sale to be carried out under this Agreement. The City intends to adopt a CEQA Notice of Exemption for its approval of this Agreement, which also is supported by the WDCWA EIR and EIR Addenda.

9. Water Rights; No Precedents for Future Sales.

A. The only rights granted to the Parties as a result of this Agreement are those expressly set forth in this Agreement. Nothing in this Agreement will be construed to act as a forfeiture, diminution or impairment of any water right of the City. Consistent with the provisions of California Water Code Sections 109, 475, 1011, 1014 through 1017, 1244 and 11961, neither any sale of water pursuant to this Agreement, nor this Agreement itself, will be evidence of either the existence of surplus water after this Agreement expires, or of the lack of beneficial use of the water involved, and the WDCWA will not contend otherwise.

B. In accordance with Water Code section 1016, and other applicable provisions of California law, at the conclusion of the term of this Agreement, all rights in, and the use of, the water subject to this Agreement will revert back to the City, and WDCWA will not: (1) bring any claim for continuation of the water supply made available by this Agreement, or (2) claim any right to a continued supply of water as a result of this Agreement, based on reliance, estoppel,

intervening public use, prescription, water shortage emergency, or unforeseen or unforeseeable increases in demand, or any other cause.

C. WDCWA acknowledges that this Agreement pertains only to the sale of water during the term of this Agreement and does not set any precedents for future sales or use of water.

10. Indemnification.

WDCWA shall at all times indemnify, defend and save the City, its Council members, officers, representatives, consultants, contractors, agents, and employees free and harmless from, and pay in full, any and all claims, demands, losses, damages or expenses, including reasonable attorneys' fees and costs, that the City, its Council members, officers, representatives, consultants, contractors, agents, and/or employees may sustain or incur in any manner relating to WDCWA's performance under this Agreement for any action, excepting any loss, damage or expense and claims for loss, damage or expense resulting solely from the negligent or willful act or acts of the City, its Council members, officers, representatives, consultants, contractors, agents and employees.

11. Modification. This Agreement may be modified only through a written amendment or agreement signed by authorized representatives of both Parties.

12. Assignment. This Agreement is not assignable either in whole or in part, except upon mutual written consent of both Parties.

13. Notices. All notices and other communications required under this Agreement will be in and will be deemed to have been duly given: (a) on the date of service if served personally on the person to whom notice is to be given; (b) on the date the party receiving notice acknowledges receipt, if sent by electronic mail; or (c) on the fifth day after mailing, if mailed to the person to whom notice is to be given by first class U.S. Mail, postage-prepaid, and properly addressed to the following designated representatives of the Parties:

To the City: Chris Kania
Water Treatment Plant Supervisor
1110 West Capitol Avenue
West Sacramento, CA 95691
Telephone: (916) 617-4870
Electronic mail: chrisk@cityofwestsacramento.org

To WDCWA: Tim Busch
General Manager
Woodland-Davis Clean Water Agency
855 County Road 102
Woodland, CA 95776
Telephone: (530) 661-5963
Electronic mail: Tim.Busch@cityofwoodland.org

Each Party will notify the other Party of any change in the name or address of its designated representative.

14. Counterparts. This Agreement may be executed in counterparts, which together will comprise a complete agreement. Each Party will deliver its executed counterpart to the other Party.

15. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements with respect to that subject matter, whether verbal or written, are hereby superseded in their entirety by this Agreement and are of no further force or effect. Amendments to this Agreement will be effective only if in a writing signed by the authorized representatives of both Parties.

16. Waiver. The waiver at any time by a Party of its right with respect to default or other matter arising in connection with this Agreement will not be deemed a waiver by that Party with respect to any subsequent default or matter.

17. Severability. If any term or provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other provision, which will remain in full force and effect.

18. Time. Time is of the essence in this Agreement.

19. Governing Law. This Agreement is governed by and will be interpreted in accordance with the laws of the State of California.

20. Cooperation. The Parties will reasonably cooperate with one another, including the execution of all necessary documents and providing assistance in obtaining approvals and permits from any agencies required to perform the obligations under this Agreement and to carry out the purpose and intent of this Agreement.

21. Force Majeure. Notwithstanding any other provision of this Agreement, no Party shall be liable for any failure to perform resulting from any cause outside the reasonable control of such Party.

22. Further Acts. The Parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement. The Parties acknowledge that the actions contemplated by this Agreement will require regular consultation and coordination and the Parties shall in good faith engage in all such consultation and coordination necessary or appropriate to facilitate the arrangements contemplated by this Agreement.

23. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company, or other form of organization or association of any kind that is not a party to this Agreement.

24. Signatories. Each person signed this Agreement represents that he or she has the authority to sign this Agreement on behalf of the Party for whom he or she is signing it.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

CITY OF WEST SACRAMENTO

By: _____

City Manager

Attest:

Secretary

WOODLAND-DAVIS CLEAN WATER AGENCY

By: _____

General Manager

OPTION AGREEMENT FOR SALE OF WATER

This Option Agreement for Sale of Water is made and effective as of October 18, 2018 by and between the City of West Sacramento (the “City”), a California city, and the Woodland-Davis Clean Water Agency (“WDCWA”), a California joint powers authority.

RECITALS

This Agreement is made with reference to the following facts:

A. The City is a party to Contract No. 0-07-20-W0187, which was made on July 1, 1980 between the United States of America, acting through the Secretary of the Interior, and the East Yolo Community Services District. On May 17, 1989, the City assumed this contract and agreed to be bound by and perform all the terms and conditions of this contract. On June 6, 1989, the United States consented to this assumption. This contract authorizes the City, subject to the terms of the contract, to divert from the Sacramento River for beneficial use within the City’s service area up to 23,600 acre-feet of water annually. This contract authorizes the City, with the written consent of the United States, to sell to third parties water that may be diverted and used under this contract.

B. On October 16, 2007, the City of Davis, acting as CEQA lead agency, adopted Resolution No. 07-168, Series 2007, which certified the DWWSP EIR and approved the DWWSP. After certification of the DWWSP EIR, the Cities of Woodland and Davis formed WDCWA to construct and implement the DWWSP. Since its formation, WDCWA has approved nine addenda to the DWWSP EIR and a Supplemental EIR.

C. Since 2007, additional data has become available that indicate that WDCWA’s water rights may not authorize diversions of water from the Sacramento River during all or parts of the months of November through March of some water years. WDCWA therefore has prepared Addendum No. 9 to the DWWSP EIR, which analyzes potential sales of water from the City to WDCWA during the months of November through March.

D. The City has determined that the City will not need 2,000 acre-feet of the water that is available for diversion and use under Contract No. 0-07-20-W0187 during the period of November 1, 2018 through December 31, 2018. Accordingly, the City is willing to sell up to 2,000 acre-feet of the water that is available for diversion and use under Contract No. 0-07-20-W0187 to WDCWA, for diversion and use during this period, when available and requested by WDCWA, subject to the terms and conditions of this Agreement.

AGREEMENT

In consideration of these recitals and the mutual promises in this Agreement, the Parties agree as follows:

1. **Defined Terms.** When used in this Agreement, the following terms have the following definitions:

“**Agreement**” means this Agreement.

“**CEQA**” means the California Environmental Quality Act.

“**City**” means the City of West Sacramento.

“**Contract No. 0-07-20-W0187**” means the contract described in Recital A of this Agreement.

“**DWWSP**” means the Davis-Woodland Water Supply Project.

“**DWWSP EIR**” means the DWWSP Environmental Impact Report (State Clearinghouse # 2006042175).

“**Parties**” means the City and WDCWA, collectively.

“**Party**” means the City or WDCWA, individually.

“**WDCWA**” means the Woodland-Davis Clean Water Agency.

“**WDCWA’s Place of Use**” means WDCWA’s authorized place of use, as shown on Exhibit 1 to this Agreement.

“**WDCWA’s Point of Diversion**” means the diversion facilities that will be used to divert from the Sacramento River the water that the City sells to WDCWA under this Agreement. This point is depicted as the “Point of Diversion” in Exhibit 1 to this Agreement.

2. **Term of Agreement.** This Agreement will become effective upon execution by the Parties. This Agreement will terminate on December 31, 2018.

3. **Option to Purchase Water.** By executing this Agreement, the City is providing an option to WDCWA to buy water from the City, according to the terms of this Agreement. In consideration of the City’s providing this option to WDCWA, WDCWA will make a non-refundable payment of \$50,000.00 to the City to secure this option. Upon execution of this Agreement, the City will send an invoice to WDCWA for this \$50,000.00 option payment. WDCWA will pay the City this invoiced amount within 30 days after WDCWA’s receipt of this invoice.

4. **City's Request to United States for Consent to Sale of Water.** Promptly after execution of this Agreement, the City will use its best efforts to obtain the written consent of the United States for the City's sale of up to 2,000 acre-feet water under Contract No. 0-07-20-W0187 to WDCWA, with this water to be diverted by WDCWA at WDCWA's Point of Diversion for use within WDCWA's Place of Use during the period of November 1, 2018 through December 31, 2018. The City will advise WDCWA when the United States provides this consent.

5. **Schedules of Planned Diversions and Reports of Actual Diversions.** After the United States has provided the consent described in the preceding paragraph of this Agreement, WDCWA will provide the City and the appropriate representative of the United States schedules of the daily amounts of water it plans to divert under Contract No. 0-07-20-W0187 and this Agreement. On or before the 7th day of each month, WDCWA will provide a report to the City and the United States of the amount of water WDCWA diverted under Contract No. 0-07-20-W0187 and this Agreement during the preceding month. All water diverted by WDCWA under Contract No. 0-07-20-W0187 and this Agreement will be measured by the United States, as provided for by Article 10 of Contract No. 14-06-200-7422X-R-1 between the United States and WDCWA.

6. **Payments and Invoicing.** In addition to the option payment described in paragraph 3 of this Agreement, WDCWA also will pay the City: (a) the City's expenses, consultant costs, and attorney fees reasonably incurred in the negotiation of this Agreement, but not to exceed \$10,000; (b) at the rate of \$50.00 per acre-foot for all water in excess of 1,000 acre-feet that WDCWA diverts under Contract No. 0-07-20-W0187 and this Agreement; and (c) any incremental costs that the City must pay the United States solely because of WDCWA's diversions under Contract No. 0-07-20-W0187 and this Agreement. These incremental costs will not include any costs that the City must pay the United States under Contract No. 0-07-20-W0187 even if WDCWA does not divert any water under Contract No. 0-07-20-W0187 and this Agreement. Within 20 days after execution of this Agreement, the City will send WDCWA an invoice for the amount due for expenses incurred in negotiating and preparing for the sale of water under clause (a) above. On or before the 20th day of each month, the City will send an invoice to WDCWA for any amounts that WDCWA owes the City under this Agreement under clauses (a), (b) and (c) above for expenses incurred and WDCWA's diversions during the prior

month. If necessary because of delays or changes in billings by the United States to the City for water diverted by WDCWA under Contract No. 0-07-20-W0187 and this Agreement, the City may send subsequent invoices or credits to WDCWA for amounts due under clause (c) above. WDCWA will pay each invoice with 30 days after WDCWA's receipt of the invoice. Delinquent payments will bear interest at the prime rate of interest as published by the Wall Street Journal that is in effect during the delinquency until WDCWA pays the invoiced amount in full.

7. **Lack of Availability of Water.** WDCWA acknowledges that the City and its Council Members, officers, agents, employees and insurers will not be responsible for the quality of water sold, or for any interruptions or reductions in water sales due to any reason beyond the City's control. However, if less than 1,000 acre-feet of water is made available for diversion and use by WDCWA under Contract No. 0-07-20-W0187 and this Agreement, then the City will refund the Option payment.

8. **CEQA.** WDCWA intends to adopt Addendum No. 9 described in Recital C of this Agreement to satisfy the CEQA requirements applicable to WDCWA for this Agreement and the water sale to be carried out under this Agreement. The City intends to adopt a CEQA Notice of Exemption for its approval of this Agreement, which also is supported by the WDCWA EIR and EIR Addenda.

9. Water Rights; No Precedents for Future Sales.

A. The only rights granted to the Parties as a result of this Agreement are those expressly set forth in this Agreement. Nothing in this Agreement will be construed to act as a forfeiture, diminution or impairment of any water right of the City. Consistent with the provisions of California Water Code Sections 109, 475, 1011, 1014 through 1017, 1244 and 11961, neither any sale of water pursuant to this Agreement, nor this Agreement itself, will be evidence of either the existence of surplus water after this Agreement expires, or of the lack of beneficial use of the water involved, and the WDCWA will not contend otherwise.

B. In accordance with Water Code section 1016, and other applicable provisions of California law, at the conclusion of the term of this Agreement, all rights in, and the use of, the water subject to this Agreement will revert back to the City, and WDCWA will not: (1) bring any claim for continuation of the water supply made available by this Agreement, or (2) claim any right to a continued supply of water as a result of this Agreement, based on reliance, estoppel,

intervening public use, prescription, water shortage emergency, or unforeseen or unforeseeable increases in demand, or any other cause.

C. WDCWA acknowledges that this Agreement pertains only to the sale of water during the term of this Agreement and does not set any precedents for future sales of water.

10. Indemnification.

WDCWA shall at all times indemnify, defend and save the City, its Council members, officers, representatives, consultants, contractors, agents, and employees free and harmless from, and pay in full, any and all claims, demands, losses, damages or expenses, including reasonable attorneys' fees and costs, that the City, its Council members, officers, representatives, consultants, contractors, agents, and/or employees may sustain or incur in any manner relating to WDCWA's performance under this Agreement for any action, excepting any loss, damage or expense and claims for loss, damage or expense resulting solely from the negligent or willful act or acts of the City, its Council members, officers, representatives, consultants, contractors, agents and employees.

11. Modification. This Agreement may be modified only through a written amendment or agreement signed by authorized representatives of both Parties.

12. Assignment. This Agreement is not assignable either in whole or in part, except upon mutual written consent of both Parties.

13. Notices. All notices and other communications required under this Agreement will be in and will be deemed to have been duly given: (a) on the date of service if served personally on the person to whom notice is to be given; (b) on the date the party receiving notice acknowledges receipt, if sent by electronic mail; or (c) on the fifth day after mailing, if mailed to the person to whom notice is to be given by first class U.S. Mail, postage-prepaid, and properly addressed to the following designated representatives of the Parties:

To the City: Denix Anbiah
 Director of Public Works
 1110 West Capitol Avenue
 West Sacramento, CA 95691
 Electronic mail: denixa@cityofwestsacramento.org

To WDCWA: Tim Busch
 General Manager
 Woodland-Davis Clean Water Agency
 855 County Road 102

Woodland, CA 95776
Telephone: 530-661-5963
Electronic mail: Tim.Busch@cityofwoodland.org

Each Party will notify the other Party of any change in the name or address of its designated representative.

14. Counterparts. This Agreement may be executed in counterparts, which together will comprise a complete agreement. Each Party will deliver its executed counterpart to the other Party.

15. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements with respect to that subject matter, whether verbal or written, are hereby superseded in their entirety by this Agreement and are of no further force or effect. Amendments to this Agreement will be effective only if in a writing signed by the authorized representatives of both Parties.

16. Waiver. The waiver at any time by a Party of its right with respect to default or other matter arising in connection with this Agreement will not be deemed a waiver by that Party with respect to any subsequent default or matter.

17. Severability. If any term or provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other provision, which will remain in full force and effect.

18. Time. Time is of the essence in this Agreement.

19. Governing Law. This Agreement is governed by and will be interpreted in accordance with the laws of the State of California.

20. Cooperation. The Parties will reasonably cooperate with one another, including the execution of all necessary documents and providing assistance in obtaining approvals and permits from any agencies required to perform the obligations under this Agreement and to carry out the purpose and intent of this Agreement.

21. Force Majeure. Notwithstanding any other provision of this Agreement, no Party shall be liable for any failure to perform resulting from any cause outside the reasonable control of such Party.

22. Further Acts. The Parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry

out the purposes of this Agreement. The Parties acknowledge that the actions contemplated by this Agreement will require regular consultation and coordination and the Parties shall in good faith engage in all such consultation and coordination necessary or appropriate to facilitate the arrangements contemplated by this Agreement.

23. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company, or other form of organization or association of any kind that is not a party to this Agreement.

24. Signatories. Each person signed this Agreement represents that he or she has the authority to sign this Agreement on behalf of the Party for whom he or she is signing it.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

CITY OF WEST SACRAMENTO

By: _____
City Manager

Attest:

Secretary

WOODLAND-DAVIS CLEAN WATER AGENCY

By: _____
General Manager

OPTION AGREEMENT FOR SALE OF WATER

This Option Agreement for Sale of Water is made and effective as of October 15, 2020 by and between the City of West Sacramento (the “City”), a California city, and the Woodland-Davis Clean Water Agency (“WDCWA”), a California joint powers authority.

RECITALS

This Agreement is made with reference to the following facts:

A. The City and the United States of America, acting through the United States Department of the Interior Bureau of Reclamation, entered Contract No. 0-07-20-W0187-P on May 29, 2020. This contract authorizes the City, subject to the terms of the contract, to divert from the Sacramento River for beneficial use within the City’s service area up to 23,600 acre-feet of water annually. This contract authorizes the City, with the written consent of the United States, to sell to third parties water that may be diverted and used under this contract.

B. On October 16, 2007, the City of Davis, acting as CEQA lead agency, adopted Resolution No. 07-168, Series 2007, which certified the DWWSP EIR and approved the DWWSP. After certification of the DWWSP EIR, the Cities of Woodland and Davis formed WDCWA to construct and implement the DWWSP. Since its formation, WDCWA has approved ten addenda to the DWWSP EIR and a Supplemental EIR.

C. Since 2007, additional data has become available that indicate that WDCWA’s water rights may not authorize diversions of water from the Sacramento River during all or parts of the months of November through March of some water years. WDCWA therefore has prepared Addendum No. 11 to the DWWSP EIR, which analyzes potential sales of water from the City to WDCWA during the months of November through February.

D. The City has determined that the City may not need as much as 2,000 acre-feet of the water that is available for diversion and use under Contract No. 0-07-20-W0187-P during the period of November 1, 2020 through February 28, 2021. Accordingly, the City is willing to sell up to 2,000 acre-feet of the water that is available for diversion and use under Contract No. 0-07-20-W0187-P to WDCWA, for diversion and use during this period, when available and requested by WDCWA, subject to the terms and conditions of this Agreement.

E. The water transfer is authorized by section 3405 of the federal Central Valley Project Improvement Act (P.L. 102-575, October 30, 1992).

AGREEMENT

In consideration of these recitals and the mutual promises in this Agreement, the Parties agree as follows:

1. Defined Terms. When used in this Agreement, the following terms have the following definitions:

“**Agreement**” means this Agreement.

“**CEQA**” means the California Environmental Quality Act.

“**City**” means the City of West Sacramento.

“**Contract No. 0-07-20-W0187-P**” means the contract described in Recital A of this Agreement.

“**DWWSP**” means the Davis-Woodland Water Supply Project.

“**DWWSP EIR**” means the DWWSP Environmental Impact Report (State Clearinghouse # 2006042175).

“**Parties**” means the City and WDCWA, collectively.

“**Party**” means the City or WDCWA, individually.

“**WDCWA**” means the Woodland-Davis Clean Water Agency.

“**WDCWA’s Place of Use**” means WDCWA’s authorized place of use, as shown on Exhibit 1 to this Agreement.

“**WDCWA’s Point of Diversion**” means the diversion facilities that will be used to divert from the Sacramento River the water that the City sells to WDCWA under this Agreement. This point is depicted as the “Point of Diversion” in Exhibit 1 to this Agreement.

2. Term of Agreement. This Agreement will become effective upon execution by the Parties. This Agreement will terminate on February 28, 2021.

3. Option to Purchase Water. By executing this Agreement, the City is providing an option to WDCWA to buy water from the City, according to the terms of this Agreement. In consideration of the City’s providing this option to WDCWA, WDCWA will make a non-refundable payment of \$10,000.00 to the City to secure this option. Upon execution of this Agreement, the City will send an invoice to WDCWA for this \$10,000.00 option payment. WDCWA will pay the City this invoiced amount within 30 days after WDCWA’s receipt of this invoice.

4. City's Request to United States for Consent to Sale of Water. Promptly after execution of this Agreement, the City will use reasonable efforts to obtain the written consent of the United States for the City's sale of up to 2,000 acre-feet of water under Contract No. 0-07-20-W0187-P to WDCWA, with this water to be diverted by WDCWA at WDCWA's Point of Diversion for use within WDCWA's Place of Use during the period of November 1, 2020 through February 28, 2021 subject to water availability. The City will advise WDCWA when the United States provides this consent.

5. Schedules of Planned Diversions and Reports of Actual Diversions. After the United States has provided the consent described in Article 4 of this Agreement, WDCWA will provide to the City and the appropriate representative of the United States schedules of the daily amounts of water it plans to divert under Contract No. 0-07-20-W0187-P and this Agreement. On or before the 7th day of each month, WDCWA will provide a report to the City and the United States of the amount of water WDCWA diverted under Contract No. 0-07-20-W0187-P and this Agreement during the preceding month. All water diverted by WDCWA under Contract No. 0-07-20-W0187-P and this Agreement will be measured by the United States, as provided for by Article 10 of Contract No. 14-06-200-7422X-R-1 between the United States and WDCWA.

6. Payments and Invoicing. In addition to the option payment described in Article 3 of this Agreement, WDCWA also will pay the City: (a) the City's expenses, consultant costs, and attorney fees reasonably incurred in the negotiation of this Agreement, but not to exceed \$10,000; and (b) at the rate of \$75.00 per acre-foot for each acre-foot of water that WDCWA diverts under Contract No. 0-07-20-W0187-P and this Agreement, with a minimum purchase of 1,000 acre-feet. In no event will WDCWA divert more than 2,000 acre-feet under the terms of this Agreement. Within 20 days after execution of this Agreement, the City will send WDCWA an invoice for the amount due for expenses incurred in negotiating and preparing for the sale of water under clause (a) above. On or before the 20th day of each month, the City will send an invoice to WDCWA for any amounts that WDCWA owes the City under this Agreement under clause (b) above. If necessary, because of delays or changes in billings by the United States to the City for water diverted by WDCWA under Contract No. 0-07-20-W0187-P and this Agreement, the City may send subsequent invoices or credits to WDCWA for amounts due. WDCWA will pay each invoice within 30 days after WDCWA's receipt of the invoice. WDCWA's final payment to satisfy its minimum-purchase obligation will be due by April 1, 2021. Delinquent payments will bear interest at the prime rate

of interest as published by the Wall Street Journal that is in effect during the delinquency until WDCWA pays the invoiced amount in full.

7. Lack of Availability of Water. WDCWA acknowledges that the City and its Council Members, officers, agents, employees and insurers will not be responsible for the quality of water sold, or for any interruptions or reductions in water sales due to any reason beyond the City's control. WDCWA will pay the City's costs incurred under Article 6(a) above whether or not the City is able to make a minimum of 1,000 acre-feet available for diversion to WDCWA.

A. Determination of Available Water. Unless the City cannot do so because the United States has not yet issued its consent as discussed in Article 4 of this Agreement, the City will inform WDCWA in writing by November 1, 2020 how much water the City will sell to WDCWA under this Agreement. If the United States issues its consent after November 1, 2020, the City will determine how much water it can sell to WDCWA under this Agreement and inform WDCWA of that determination by 5 p.m. on the calendar day following the City's receipt of the United States' consent.

B. Determination's Effect on Minimum Purchase Obligation. If the City determines under Article 6.A above that it will sell less than 2,000 acre-feet of water to WDCWA under this Agreement, or ultimately is not able to sell WDCWA 2,000 acre-feet of water, then WDCWA's minimum-purchase obligation under Article 6 above will be 50 percent of the amount of water that the City informs WDCWA the City will sell to WDCWA under this Agreement. If the City later determines that the amount of water it will be able to sell WDCWA will be less than the amount stated in the City's determination under Article 6.A above, the City will provide that subsequent determination both orally and electronically to WDCWA immediately upon making that determination.

8. CEQA. WDCWA intends to adopt Addendum No. 11 described in Recital C of this Agreement to satisfy the CEQA requirements applicable to WDCWA for this Agreement and the water sale to be carried out under this Agreement. The action is supported by the WDCWA EIR and EIR Addenda and the City is exempt per CEQA Guidelines 15301 and 15061(b)(3).

9. Water Rights; No Precedents for Future Sales.

A. The only rights granted to the Parties as a result of this Agreement are those expressly set forth in this Agreement. Nothing in this Agreement will be construed to act as a forfeiture, diminution or impairment of any water right of the City. Consistent with the provisions of

California Water Code Sections 109, 475, 1011, 1014 through 1017, 1244 and 11961, neither any sale of water pursuant to this Agreement, nor this Agreement itself, will be evidence of either the existence of surplus water after this Agreement expires, or of the lack of beneficial use of the water involved, and the WDCWA will not contend otherwise.

B. In accordance with Water Code section 1016, and other applicable provisions of California law, at the conclusion of the term of this Agreement, all rights in, and the use of, the water subject to this Agreement will revert back to the City, and WDCWA will not: (1) bring any claim for continuation of the water supply made available by this Agreement, or (2) claim any right to a continued supply of water as a result of this Agreement, based on reliance, estoppel, intervening public use, prescription, water shortage emergency, or unforeseen or unforeseeable increases in demand, or any other cause.

C. WDCWA acknowledges that this Agreement pertains only to the sale of water during the term of this Agreement and does not set any precedents for future sales or use of water.

10. Indemnification.

WDCWA shall at all times indemnify, defend and save the City, its Council members, officers, representatives, consultants, contractors, agents, and employees free and harmless from, and pay in full, any and all claims, demands, losses, damages or expenses, including reasonable attorneys' fees and costs, that the City, its Council members, officers, representatives, consultants, contractors, agents, and/or employees may sustain or incur in any manner relating to WDCWA's performance under this Agreement for any action or omission, excepting any loss, damage or expense and claims for loss, damage or expense resulting solely from the grossly negligent or willful act or acts of the City, its Council members, officers, representatives, consultants, contractors, agents and employees.

11. Modification. This Agreement may be modified only through a written amendment or agreement signed by authorized representatives of both Parties.

12. Assignment. This Agreement is not assignable either in whole or in part, except upon mutual written consent of both Parties.

13. Notices. All notices and other communications required under this Agreement will be in and will be deemed to have been duly given: (a) on the date of service if served personally on the person to whom notice is to be given; (b) on the date the party receiving notice acknowledges receipt, if sent by electronic mail; or (c) on the fifth day after mailing, if mailed to the person to

whom notice is to be given by first class U.S. Mail, postage-prepaid, and properly addressed to the following designated representatives of the Parties:

To the City: Chris Kania
Water Treatment Plant Supervisor
1110 West Capitol Avenue
West Sacramento, CA 95691
Telephone: (916) 617-4870
Electronic mail: chrisk@cityofwestsacramento.org

To WDCWA: Tim Busch
General Manager
Woodland-Davis Clean Water Agency
855 County Road 102
Woodland, CA 95776
Telephone: (530) 661-5963
Electronic mail: Tim.Busch@cityofwoodland.org

Each Party will notify the other Party of any change in the name or address of its designated representative.

14. Counterparts. This Agreement may be executed in counterparts, which together will comprise a complete agreement. Each Party will deliver its executed counterpart to the other Party.

15. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements with respect to that subject matter, whether verbal or written, are hereby superseded in their entirety by this Agreement and are of no further force or effect. Amendments to this Agreement will be effective only if in a writing signed by the authorized representatives of both Parties.

16. Waiver. The waiver at any time by a Party of its right with respect to default or other matter arising in connection with this Agreement will not be deemed a waiver by that Party with respect to any subsequent default or matter.

17. Severability. If any term or provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other provision, which will remain in full force and effect.

18. Time. Time is of the essence in this Agreement.

19. Governing Law. This Agreement is governed by and will be interpreted in accordance with the laws of the State of California.

20. Cooperation. The Parties will reasonably cooperate with one another, including the execution of all necessary documents and providing assistance in obtaining approvals and permits from any agencies required to perform the obligations under this Agreement and to carry out the purpose and intent of this Agreement.

21. Force Majeure. Notwithstanding any other provision of this Agreement, no Party shall be liable for any failure to perform resulting from any cause outside the reasonable control of such Party.

22. Further Acts. The Parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement. The Parties acknowledge that the actions contemplated by this Agreement will require regular consultation and coordination and the Parties shall in good faith engage in all such consultation and coordination necessary or appropriate to facilitate the arrangements contemplated by this Agreement.

23. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company, or other form of organization or association of any kind that is not a party to this Agreement.

24. Signatories. Each person signed this Agreement represents that he or she has the authority to sign this Agreement on behalf of the Party for whom he or she is signing it.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

CITY OF WEST SACRAMENTO

By: _____
City Manager

By: _____
City Attorney (approved as to form)

Attest:

Secretary

WOODLAND-DAVIS CLEAN WATER AGENCY

By: _____
General Manager

By: _____
WDCWA Attorney (approved as to form)



Appendix G

Water Shortage Contingency Plan

Table 4. Water Shortage Contingency Plan Demand Reduction Actions (DWR Table 8-2)

Shortage Level	Demand Reduction Actions <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.</i>	How much is this going to reduce the shortage gap? <i>Include units used (volume type or percentage)</i>	Additional Explanation or Reference <i>(optional)</i>	Penalty, Charge, or Other Enforcement? <i>For Retail Suppliers Only</i> <i>Drop Down List</i>
<i>Add additional rows as needed</i>				
1		0	The Agency will defer to the cities' Demand Reduction Actions. The Agency will not impose separate Demand Reduction Actions.	No
2		0	The Agency will defer to the cities' Demand Reduction Actions. The Agency will not impose separate Demand Reduction Actions.	No
3		0	The Agency will defer to the cities' Demand Reduction Actions. The Agency will not impose separate Demand Reduction Actions.	No
4		0	The Agency will defer to the cities' Demand Reduction Actions. The Agency will not impose separate Demand Reduction Actions.	No
5		0	The Agency will defer to the cities' Demand Reduction Actions. The Agency will not impose separate Demand Reduction Actions.	No
6		0	The Agency will defer to the cities' Demand Reduction Actions. The Agency will not impose separate Demand Reduction Actions.	No

4.4 Operational Changes

The Agency may modify its operations on a short-term or long-term basis in response to any water shortage condition. The Agency may take any one or a combination of the following actions:

1. Reduce pumping according to water right restrictions that come with the various stages of drought.
2. Investigate supplemental surface water purchase options.

4.5 Emergency Response Plan

As stated in Section 3, the Agency's water shortage levels apply to both foreseeable and unforeseeable water supply shortage conditions, including catastrophic water shortage conditions.

The Agency has a *Water System Emergency Response Plan (ERP)* that was certified by the EPA in September 2020 which addresses catastrophic water shortage water conditions. Water shortage emergency response is coordinated with Yolo County. The ERP outlines response procedures associated with unforeseeable incidents such as water supply contamination, earthquake, infrastructure failure, and other events. The ERP includes actions to be taken in preparation for, during, and recovery from such events.

The Agency's response planning for continued water service includes the use of standby generators, equipment, fuel storage tanks, and vehicles. Water storage, treatment, and pumping facilities have been constructed to meet earthquake safety standards.

5.0 COMMUNICATION PROTOCOLS

In the event of a water shortage, the Agency must inform their customers, the general public and interested parties, and local, regional, and state entities. Communication protocols for foreseeable and unforeseeable events are provided in this section. In any event, timely and effective communication must occur for appropriate response to the event.

5.1 Communication for Foreseeable Events

Water shortage may be foreseeable when the Agency conducts its AWSDA as described in Section 2. For foreseeable water shortages, the Agency will follow the communication protocols and procedures detailed below. The Agency may trigger any of these protocols at any water shortage stage.

1. If a water shortage emergency is anticipated, the Agency will coordinate with Yolo County and the Agency's wholesale customers for the possible proclamation of a local emergency.
2. The Agency will schedule a duly noticed Board meeting in which the AWSDA findings and recommendations for a water shortage emergency and shortage response actions are presented.
3. The Agency will communicate conditions to the general public using some or all of the following options, as needed at the various shortage levels: press releases, radio/television coverage, social media posts, and postings on the City's website. Public entities and officials are informed of water shortage information via email.

Table 5. Supply Augmentation and Other Actions (DWR Table 8-3)

Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUedata online submittal tool</i>	How much is this going to reduce the shortage gap? <i>Include units used (volume type or percentage)</i>	Additional Explanation or Reference <i>(optional)</i>
<i>Add additional rows as needed</i>			
1		0	No action
2		0	No action
3		0	No action
4		0	No action
5		0	No action
6	Other actions (describe)	Up to the full shortage gap	Term 91 curtailments, Shasta Critical Year reductions, or a critical failure in the surface water delivery system will require the Agency to work with its wholesale customers to arrange for supplemental surface water supplies through water transfer agreements, or alert cities that deliveries will be discontinued.
6	Other actions (describe)	Up to the full shortage gap	Work with cities to arrange for supplemental surface water supplies through water transfer agreements, or alert cities that deliveries will be discontinued. Term 91 curtailments during the period of November–March, or a critical failure in the surface water delivery system, will require that the Agency either work with wholesale members to purchase supplemental surface water through water transfer agreements, or working with cities, curtail surface water deliveries.
All Stages	Other actions (describe)	See note	Inform cities in a timely manner about the timing of Term 91 curtailments and Lake Shasta conditions. The State Water Resource Control Board issues notices to all water rights holders about the imposition of Term 91 curtailments and the eventual discontinuation of those curtailments. The US Bureau of Reclamation typically issues announcements about Lake Shasta year type in late winter or early spring.
All Stages	Other actions (describe)	See note	Work with cities to schedule surface water deliveries. The Agency has developed a tool that allows the cities to schedule surface water deliveries over the assumed curtailment period.
<p>NOTES: It will be the responsibility of the cities to make up any supply deficits at any point during Term 91 curtailment periods. Informing the cities about Term 91 curtailment and Lake Shasta conditions as well as working with the cities to schedule surface water deliveries provides the cities with more flexibility, but does not lead to a quantified water shortage gap reduction so no gap reduction estimate is provided. Actions introduced in a lower stage will also be used in higher stages, unless otherwise noted.</p>			

4.2 Additional Mandatory Restrictions

As a wholesaler, the Agency does not have direct authority to institute water use prohibitions. The Agency will support mandatory restrictions imposed by its Project Participants on their customers and coordinate with its Project Participants to provide consistent public outreach messaging.

4.3 Supply Augmentation and Other Actions

Chapter 6 of the Agency's 2020 UWMP describes the Agency's normal water supply portfolio, as well as dry-year and emergency supplies. The Agency uses entirely surface water supplies from the Sacramento River. In the event of a dry year or other water supply interruption, when the Agency's primary and secondary water rights are insufficient to meet all the Agency's Project Participant demands, the Agency will consider the option of purchasing additional water supplies from other upstream agencies for diversion from the Sacramento River via the Agency's intake.

A critical issue that the Agency and the Project Participants need to consider is that when a Term 91 curtailment is imposed, the timing of curtailment cessation normally will be unknown. It could end one month after it is imposed or six months after it is imposed. The cities also will not be able to precisely predict their retail demands during the curtailment period. It is therefore necessary that the Agency and the cities work together to decide what assumptions should be made about curtailment duration and retail demands, and what surface water delivery schedule should be followed.

In cooperation with the cities, the Agency has developed a water right allocation tool, for Water Right Licenses 904A and 5487A and the Agency's Sacramento River Water Rights Settlement Contract, that the cities can use to provide the basis for scheduling surface water deliveries during Term 91 curtailment periods. The tool requires the user to specify the following information and assumptions:

1. The start date of the Term 91 curtailment (expected or actual).
2. The assumed end date of the curtailment.
3. The Lake Shasta year condition (normal or critical).
4. The assumed monthly retail water demand patterns for each city.
5. The preferred delivery scheduling method for each city. The available scheduling options include:
 - a. Constant delivery rate throughout the assumed curtailment period.
 - b. Delivery rates proportional to retail demand throughout the assumed curtailment period.
 - c. Constant usage rate of other supplies throughout the assumed curtailment period.
 - d. Fixed delivery rate irrespective of curtailment duration.

For each of the above scheduling methods, each Project Participant will need to weigh the risk tradeoffs between failing to take full advantage of the available water supply during the curtailment period versus using up all of the available water too quickly, thus leaving an inadequate portion of supply remaining during the latter part of the curtailment period. It will be the responsibility of the Project Participants to make up any supply deficits at any point during the curtailment period.

Table 5 (DWR Table 8-3) lists the supply augmentation methods the Agency can utilize during each shortage level.

Woodland-Davis Clean Water Agency Water Shortage Contingency Plan

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LIST OF ACRONYMS AND ABBREVIATIONS

Agency	Woodland-Davis Clean Water Agency
WSCP	Water Shortage Contingency Plan
Davis	City of Davis
Woodland	City of Woodland
UC Davis	University of California, Davis
AWSDA	Annual Water Supply and Demand Assessment
CWC	California Water Code
DWR	Department of Water Resources
County	Yolo County
MGD	Million Gallons Per Day
ERP	Emergency Response Plan

Water Shortage Contingency Plan

A water shortage may occur due to a number of reasons, such as population growth, climate change, drought, and catastrophic events. Drought, regulatory action constraints, and natural and manmade disasters may occur at any time. A water shortage means that the water supply available is insufficient to meet the normally expected customer water use at a given point in time.

This plan presents the Woodland-Davis Clean Water Agency (Agency)'s Water Shortage Contingency Plan (WSCP). The WSCP describes the Agency's strategic plan in preparation for and responses to water shortages with a goal to proactively prevent catastrophic service disruptions. It includes water shortage stages and associated actions that will be implemented in the event of a water supply shortage. As part of the WSCP, the Agency's legal authorities, communication protocols, compliance and enforcement, and monitoring and reporting are included.

In 2018, the California State Legislature enacted two policy bills, (Senate Bill 606 (Hertzberg) and Assembly Bill 1668 (Friedman)) (2018 Water Conservation Legislation), which set new requirements for water shortage contingency planning.

The Agency's WSCP has been updated so that it is consistent with the 2018 Water Conservation Legislation requirements. Refinement procedures and adoption requirements are provided in this plan to allow the Agency to modify this WSCP outside of the UWMP process.

1.0 WATER SUPPLY RELIABILITY ANALYSIS

Chapters 6 and 7 of the Agency's 2020 UWMP present the Agency's water supply sources and reliability, respectively. Findings show that the Agency's five consecutive dry year supplies, whether occurring now or 20 years in the future, may be insufficient to meet projected demands in single-dry years, and projected demands in some years during five-consecutive-dry year periods – meaning that the Agency's wholesale customers cannot rely entirely on the Agency's surface water supplies to meet their demands.

Statewide water supply conditions, hydrologic conditions, changes in groundwater levels, subsidence, and actions by other agencies, may impact the Agency's available water supply. For the Agency, a water shortage condition occurs when the supply of potable water available cannot meet its customers' normal water demands for human consumption, sanitation, fire protection, and other beneficial uses. The Agency's Project Participants include the City of Davis (Davis), the City of Woodland (Woodland), and the University of California, Davis (UC Davis).

The analysis associated with this WSCP was developed in the context of the Agency's water supply sources and system reliability. In some cases, the Agency may be able to foresee its water shortage condition, but the water shortage may also be caused by an unforeseen emergency event. In general, the Agency's water supply conditions may be affected by the following:

- SWP supply allocations and storage levels
- CVP supply allocations and storage levels
- Timing and frequency of Term 91 curtailment periods
- Changes in Sacramento River water quality that could not be addressed by the RWTF

The Agency may experience unforeseen water shortage when catastrophic interruption of water supplies occurs due to regional power outage, an earthquake, or other potential emergency events.

In future years, the Agency will conduct an annual water supply and demand assessment in accordance with Section 2. The analysis associated with this WSCP was developed in the context of the Agency's water supply sources and reliability.

2.0 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES

Beginning July 1, 2022, California Water Code (CWC) §10632.1 requires water suppliers to submit an Annual Water Supply and Demand Assessment (AWSDA). Water suppliers will also be required to submit an Annual Water Shortage Assessment Report beginning July 1, 2022. This WSCP provides the procedures for the Agency to conduct its AWSDA. The findings from that assessment will provide information for the Agency's Annual Water Shortage Assessment Report.

The procedures provided in this section are intended to assist the Agency in planning for potential, foreseeable shortage in water supplies. These procedures provide the steps the Agency needs to take that may lead to declaring a water shortage emergency and associated water shortage level (see Section 3) and implementation of water shortage response actions (see Section 4).

2.1 Decision-making Process

The decision-making process described below will be used by the Agency to determine its water supply reliability in a consistent manner annually. The Agency may adjust this process for improved decision-making during implementation.

Agency staff will prepare the Annual Water Shortage Assessment Report and submit it to the California Department of Water Resources (DWR) by July 1 of each year under the new requirement effective on July 1, 2022. Key data inputs described in Section 2.2 will be gathered and the assessment will be conducted in accordance with Section 2.3.

Typically, by April of each year, the Agency will complete the assessment. Staff will present the AWSDA and Annual Water Shortage Assessment Report to the General Manager, or designee, for review and approval. If the AWSDA finds that available water supply will be sufficient to meet expected demands for the current year and one subsequent dry year, the AWSDA and Annual Water Shortage Assessment Report will be finalized and submitted.

To conduct the AWSDA, staff will follow the sequence of activities shown in Table 1. Due to variations in climate and hydrologic conditions, the Agency's assessment schedule may vary. The Agency intends to implement shortage response actions to effectively address anticipated water shortage conditions in a timely manner while complying with the State's reporting requirements.

Schedule	Activities
Mid-March to Early-April	Using the most current information, prepare the summaries of water supply sources for current year and a subsequent dry year. Consider factors affecting supply as described in Section 2.2.
Mid-March to Early-April	Document water demands for the current year and a subsequent dry year. Demands will generally be based on Project Participants’ delivery requests. Considering factors affecting demand as described in Section 2.2.
Mid-March to Early-April	Using the methodology described in Section 2.3, calculate the Agency’s water supply reliability over the current year and a subsequent dry year. Determine if a water shortage condition is expected and recommend associated actions.
Mid-April	Prepare the AWSDA and Annual Water Shortage Assessment Report. and submit to General Manager, or designee(s), for review. General Manager to review and provide comments as needed.
Late April-June	Finalize and approve AWSDA and Annual Water Shortage Assessment Report.
Before July 1	Submit the AWSDA and Annual Water Shortage Assessment Report to DWR.

Should the annual assessment find that available supply will not meet expected demands, the Agency will coordinate with its customers, with the region’s other water service providers, and with Yolo County (County) for the possible proclamation of a local emergency. Staff will present the finalized assessment to the Board, along with recommendations on water shortage condition determination and actions. Recommended actions may include declaration of a water shortage emergency, declaration of a water shortage stage, and water shortage actions.

Based on the findings of the Annual Assessment, the Board will determine if a water shortage condition exists and, if needed, adopt a resolution declaring a water shortage emergency and an associated water shortage stage and authorizing water shortage actions. Staff will finalize the Agency’s Annual Water Shortage Assessment Report, incorporating Board determinations and approved actions. The schedule of decision-making activities is provided in Table 2. The schedule and the activities shown in this table are approximate and may be adjusted as needed to respond to the water shortage condition in a timely manner.

Start Date	Activities	Responsible Party
Mid-March to mid-April	Based on finalized determinations of AWSDA regarding water shortage condition and recommended actions, prepare recommendations on water shortage condition determination and actions.	Agency Staff and/or Consultant
Mid-March to mid-April	Prepare ordinances or resolutions approving determinations and actions.	Agency Staff and/or Consultant
April Agency Board Meeting (currently third Thursday)	Receive presentation of AWSDA and Annual Water Shortage Assessment Report, including determinations and recommendations. Adopt resolution/s approving determinations and actions, as appropriate.	Agency Board
January-April	Finalize water transfer requests and any new agreements, if needed. New agreements will require Agency Board approval.	Agency Board

2.2 Key Data Inputs

The AWSDA requires the evaluation of supply and demands for the current year and one dry year that is assumed to follow the current year. The following key data inputs will be used to evaluate the Agency's water supply reliability.

Planned water supplies will be used as input to the AWSDA for the current year and the following one dry year. In planning for water supplies, the following factors are considered:

1. Hydrological conditions
2. Regulatory conditions
3. Contractual constraints
4. Surface water and groundwater quality conditions
5. Well production limitations
6. Infrastructure capacity constraints or changes.
7. Capital improvement projects implementation

Planned water supply sources and quantities will be described and be reasonably consistent with the supply projections in the Agency's last updated UWMP Chapter 6 (Water Supply Characterization). Should the supply sources and projections deviate significantly from projections, an explanation for the difference will be provided.

Planned unconstrained water demands will be used as input to the AWSDA for the current year and the following one dry year. Unconstrained water demands are customer demands where no water conservation measures are in effect. In planning for water demands, the following factors are considered:

1. Weather conditions
2. Water year type
3. Population changes (for example, due to development projects)

4. Anticipated new demands (for example, changes to land use)
5. Pending policy changes that may impact demands
6. Infrastructure operations

Planned water demands types and quantities will be described and be reasonably consistent with the demand projections in the Agency's last updated UWMP Chapter 4 (Water Demand Characterization). Should the demand projections deviate significantly from projections, an explanation for the difference will be provided.

2.3 Assessment Methodology

In preparing the AWSDA, the Agency will follow the following assessment methodology and evaluation criteria will be used to evaluate the Agency's water supply reliability for the current year and a subsequent dry year. The Agency assesses the data listed in Section 2.2 to develop its supply and demand forecasts, which are then compared to determine Agency's water supply reliability. Agency's water supply will be deemed reliable if it can meet planned water demands. If water supply cannot meet planned water demands in the current year or the following dry year, the extent of the water shortage condition will be determined, and the Agency will prepare recommended response actions in accordance with this WSCP. Findings from the AWSDA will be presented to the Agency Board, along with the recommendations for action.

3.0 SIX STANDARD WATER SHORTAGE LEVELS

To provide a consistent regional and statewide approach to conveying the relative severity of water supply shortage conditions, the 2018 Water Conservation Legislation mandates that water suppliers plan for six standard water shortage levels that correspond to progressive ranges of up to 10, 20, 30, 40, 50 percent, and greater than 50 percent shortages from the normal reliability condition. Each shortage condition should correspond to additional actions water suppliers would implement to meet the severity of the impending shortages.

For each of the State's standard shortage levels (also called "stages"), Table 3 (DWR Table 8-1) summarizes the water shortage range (i.e., percent shortage from normal supplies), a brief narrative description of the corresponding water shortage condition, and the corresponding shortage response actions. These water shortage stages apply to both foreseeable and unforeseeable water supply shortage conditions.

As described in Section 2, beginning in 2022, the Agency will conduct an AWSDA to determine its water supply condition for the current year and the following one dry year. The preparation of AWSDA will help the Agency ascertain the need to declare a water shortage emergency and water shortage level. In other cases, the Agency may need to declare a water shortage emergency due to unforeseen water supply interruptions. When the Agency anticipates or identifies that water supplies may not be adequate to meet the normal water supply needs of its customers, the Agency Board may determine that a water shortage exists and consider a resolution to declare a water shortage emergency and associated level. The shortage level provides direction on shortage response actions.

Table 3. Water Shortage Contingency Plan Levels (DWR Table 8-1)

Shortage Level	Percent Shortage Range	Water Shortage Condition <i>(Narrative description)</i>	Shortage Response Actions <i>(Narrative description)</i>
1	Up to 10%	Assessment shows water supply is not able to meet demands by 10%; or definable event has reduced water supply by 10%.	Inform cities in timely manner about the timing of Term 91 curtailments. Work with cities to schedule surface water deliveries. Refer to DWR Table 8-3 for more details.
2	Up to 20%	Assessment shows water supply is not able to meet demands by 20%; or definable event has reduced water supply by 20%.	Inform cities in timely manner about the timing of Term 91 curtailments. Work with cities to schedule surface water deliveries. Refer to DWR Table 8-3 for more details.
3	Up to 30%	Assessment shows water supply is not able to meet demands by 30%; or definable event has reduced water supply by 30%.	Inform cities in timely manner about the timing of Term 91 curtailments. Work with cities to schedule surface water deliveries. Refer to DWR Table 8-3 for more details.
4	Up to 40%	Assessment shows water supply is not able to meet demands by 40%; or definable event has reduced water supply by 40%.	Inform cities in timely manner about the timing of Term 91 curtailments. Work with cities to schedule surface water deliveries. Refer to DWR Table 8-3 for more details.
5	Up to 50%	Assessment shows water supply is not able to meet demands by 50%; or definable event has reduced water supply by 50%.	Inform cities in timely manner about the timing of Term 91 curtailments. Work with cities to schedule surface water deliveries. Refer to DWR Table 8-3 for more details.
6	>50%	Assessment shows water supply is not able to meet demands by over 50%; or definable event has reduced water supply by more than 50%.	Inform cities in timely manner about the timing of Term 91 curtailments. Work with cities to schedule surface water deliveries. Term 91 curtailments during the period of November–March, or a critical failure in the surface water delivery system, will require the Agency to work with its wholesale customers to arrange for supplemental surface water supplies through water transfer agreements, or alert cities that deliveries will be discontinued. Refer to DWR Table 8-3 for more details.

NOTES: The indicated stages are not intended to denote thresholds at which specific actions need to occur that are different from the actions at any other stage, except for Stage 6, at which point the Agency will either have to enter into a water transfer agreement for supplemental surface water supplies, or will no longer be able to deliver surface water to its customers.

4.0 SHORTAGE RESPONSE ACTIONS AND EFFECTIVENESS

CWC §10632 (a)(4) requires shortage response actions that align with the defined shortage levels. The Agency’s shortage response actions consist of a combination of demand reduction, supply augmentation, and operational changes. The Agency’s suite of response actions are dependent on the event that precipitates a water shortage level, the time of the year the event occurs, the water supply sources available, and the condition of its water system infrastructure.

The Agency plans to use a balanced approach, combining supply augmentation, demand reduction, and operational changes to respond to the event and the resulting water shortage level. The Agency will adapt its implementation of response actions to close the gap between water supplies and water demand and meet the water use goals associated with the declared water shortage level.

The Agency’s water system is fully metered, from production to Project Participant turnouts. Records of water deliveries to each Project Participant are prepared daily and can be used to track the effectiveness of the Agency’s response actions. Water production and water use can be compared to the previous year,

previous month, or previous week. Water use can also be compared by Project Participant. This continuous monitoring allows the Agency to evaluate its demand reduction efforts in real-time and adjust its shortage response actions accordingly.

As noted above, the Agency's overall shortage response will be dynamic to close the gap between water supply and demands to meet the goal of the declared stage. For example, the Agency may intensify its public outreach or work with its Project Participants to enforce water use prohibitions more vigorously if water demand reduction goals are not met.

The shortage response actions discussed below may be considered as tools that allow the Agency to respond to water shortage conditions. Because the Agency may continuously monitor and adjust its response actions to reasonably equate demands with available supply, the extent to which implementation of each action reduces the gap between water supplies and water demand is difficult to quantify and thus only estimated. Certain response actions, such as public outreach and enforcement, support the effectiveness of other response actions and do not have a quantifiable effect on their own.

4.1 Demand Reduction

Since the Agency operates as a wholesale water agency, it cannot set or enforce consumption limits at the customer (e.g., household) level. As a result, this WSCP does not include per capita allotment, penalties, or customer incentives for conservation for any customer sector. The Agency's Project Participants will provide their demand reduction response actions in their respective UWMPs.

For all of the stages identified in Table 3 (DWR Table 8-1), it is the responsibility of the Agency to inform the cities in a timely manner of the timing and extent of water supply reductions, and work with the cities to schedule deliveries of limited surface water supplies.

Table 4 (DWR Table 8-2) summarizes the Agency's demand reduction, or perhaps more appropriately supply management, methods at different stages of supply reductions.

Table 4. Water Shortage Contingency Plan Demand Reduction Actions (DWR Table 8-2)

Shortage Level	Demand Reduction Actions <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.</i>	How much is this going to reduce the shortage gap? <i>Include units used (volume type or percentage)</i>	Additional Explanation or Reference <i>(optional)</i>	Penalty, Charge, or Other Enforcement? <i>For Retail Suppliers Only Drop Down List</i>
<i>Add additional rows as needed</i>				
All Stages	Other	Up to the full shortage gap	The Agency will defer to the cities' Demand Reduction Actions. The Agency will not impose separate Demand Reduction Actions.	No

4.2 Additional Mandatory Restrictions

As a wholesaler, the Agency does not have direct authority to institute water use prohibitions. The Agency will support mandatory restrictions imposed by its Project Participants on their customers and coordinate with its Project Participants to provide consistent public outreach messaging.

4.3 Supply Augmentation and Other Actions

Chapter 6 of the Agency's 2020 UWMP describes the Agency's normal water supply portfolio, as well as dry-year and emergency supplies. The Agency uses entirely surface water supplies from the Sacramento River. In the event of a dry year or other water supply interruption, when the Agency's primary and secondary water rights are insufficient to meet all the Agency's Project Participant demands, the Agency will consider the option of purchasing additional water supplies from other upstream agencies for diversion from the Sacramento River via the Agency's intake.

A critical issue that the Agency and the Project Participants need to consider is that when a Term 91 curtailment is imposed, the timing of curtailment cessation normally will be unknown. It could end one month after it is imposed or six months after it is imposed. The cities also will not be able to precisely predict their retail demands during the curtailment period. It is therefore necessary that the Agency and the cities work together to decide what assumptions should be made about curtailment duration and retail demands, and what surface water delivery schedule should be followed.

In cooperation with the cities, the Agency has developed a water right allocation tool, for Water Right Licenses 904A and 5487A and the Agency's Sacramento River Water Rights Settlement Contract, that the cities can use to provide the basis for scheduling surface water deliveries during Term 91 curtailment periods. The tool requires the user to specify the following information and assumptions:

1. The start date of the Term 91 curtailment (expected or actual).
2. The assumed end date of the curtailment.
3. The Lake Shasta year condition (normal or critical).
4. The assumed monthly retail water demand patterns for each city.
5. The preferred delivery scheduling method for each city. The available scheduling options include:
 - a. Constant delivery rate throughout the assumed curtailment period.
 - b. Delivery rates proportional to retail demand throughout the assumed curtailment period.
 - c. Constant usage rate of other supplies throughout the assumed curtailment period.
 - d. Fixed delivery rate irrespective of curtailment duration.

For each of the above scheduling methods, each Project Participant will need to weigh the risk tradeoffs between failing to take full advantage of the available water supply during the curtailment period versus using up all of the available water too quickly, thus leaving an inadequate portion of supply remaining during the latter part of the curtailment period. It will be the responsibility of the Project Participants to make up any supply deficits at any point during the curtailment period.

Table 5 (DWR Table 8-3) lists the supply augmentation methods the Agency can utilize during each shortage level.

Table 5. Supply Augmentation and Other Actions (DWR Table 8-3)

Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUedata online submittal tool</i>	How much is this going to reduce the shortage gap? <i>Include units used (volume type or percentage)</i>	Additional Explanation or Reference <i>(optional)</i>
<i>Add additional rows as needed</i>			
6	Other actions (describe)	Up to the full shortage gap	Term 91 curtailments, Shasta Critical Year reductions, or a critical failure in the surface water delivery system will require the Agency to work with its wholesale customers to arrange for supplemental surface water supplies through water transfer agreements, or alert cities that deliveries will be discontinued.
6	Other actions (describe)	Up to the full shortage gap	Work with cities to arrange for supplemental surface water supplies through water transfer agreements, or alert cities that deliveries will be discontinued. Term 91 curtailments during the period of November–March, or a critical failure in the surface water delivery system, will require that the Agency either work with wholesale members to purchase supplemental surface water through water transfer agreements, or working with cities, curtail surface water deliveries.
All Stages	Other actions (describe)	See note	Inform cities in a timely manner about the timing of Term 91 curtailments and Lake Shasta conditions. The State Water Resource Control Board issues notices to all water rights holders about the imposition of Term 91 curtailments and the eventual discontinuation of those curtailments. The US Bureau of Reclamation typically issues announcements about Lake Shasta year type in late winter or early spring.
All Stages	Other actions (describe)	See note	Work with cities to schedule surface water deliveries. The Agency has developed a tool that allows the cities to schedule surface water deliveries over the assumed curtailment period.
<p>NOTES: It will be the responsibility of the cities to make up any supply deficits at any point during Term 91 curtailment periods. Informing the cities about Term 91 curtailment and Lake Shasta conditions as well as working with the cities to schedule surface water deliveries provides the cities with more flexibility, but does not lead to a quantified water shortage gap reduction so no gap reduction estimate is provided. Actions introduced in a lower stage will also be used in higher stages, unless otherwise noted.</p>			

4.4 Operational Changes

The Agency may modify its operations on a short-term or long-term basis in response to any water shortage condition. The Agency may take any one or a combination of the following actions:

1. Reduce pumping according to water right restrictions that come with the various stages of drought.
2. Investigate supplemental surface water purchase options.

4.5 Emergency Response Plan

As stated in Section 3, the Agency's water shortage levels apply to both foreseeable and unforeseeable water supply shortage conditions, including catastrophic water shortage conditions.

The Agency has a *Water System Emergency Response Plan (ERP)* that was certified by the EPA in September 2020 which addresses catastrophic water shortage water conditions. Water shortage emergency response is coordinated with Yolo County. The ERP outlines response procedures associated with unforeseeable incidents such as water supply contamination, earthquake, infrastructure failure, and other events. The ERP includes actions to be taken in preparation for, during, and recovery from such events.

The Agency's response planning for continued water service includes the use of standby generators, equipment, fuel storage tanks, and vehicles. Water storage, treatment, and pumping facilities have been constructed to meet earthquake safety standards.

5.0 COMMUNICATION PROTOCOLS

In the event of a water shortage, the Agency must inform their customers, the general public and interested parties, and local, regional, and state entities. Communication protocols for foreseeable and unforeseeable events are provided in this section. In any event, timely and effective communication must occur for appropriate response to the event.

5.1 Communication for Foreseeable Events

Water shortage may be foreseeable when the Agency conducts its AWSDA as described in Section 2. For foreseeable water shortages, the Agency will follow the communication protocols and procedures detailed below. The Agency may trigger any of these protocols at any water shortage stage.

1. If a water shortage emergency is anticipated, the Agency will coordinate with Yolo County and the Agency's wholesale customers for the possible proclamation of a local emergency.
2. The Agency will schedule a duly noticed Board meeting in which the AWSDA findings and recommendations for a water shortage emergency and shortage response actions are presented.
3. The Agency will communicate conditions to the general public using some or all of the following options, as needed at the various shortage levels: press releases, radio/television coverage, social media posts, and postings on the City's website. Public entities and officials are informed of water shortage information via email.

5.2 Communication for Unforeseeable Events

Water shortage may occur during unforeseeable events such as earthquakes, fires, infrastructure failures, civil unrest, and other catastrophic events. The Agency's ERP will provide specific communication protocols and procedures to convey water shortage contingency planning actions during these events. The Agency may trigger any of these communication protocols at any water shortage level, depending on the event.

In general, communications and notifications should proceed along the chain of command. Notification decisions will be made under the direction of the General Manager. External communications will be managed by the Agency's wholesale customers. The General Manager will work with the Project Manager/Plant Supervisor to notify regulatory agencies. The ERP provides a list of relevant contacts to notify at the local, regional, and state level.

To maintain the security of the Agency's water system, the ERP will be maintained as a confidential document and may not be incorporated in this WSCP.

6.0 COMPLIANCE AND ENFORCEMENT

When supplies are insufficient, the Agency can ask its Project Participants to reduce demands, but the specific compliance and enforcement mechanisms are at the discretion of the Project Participants. The Agency is committed to working with and supporting its Project Participants in implementing water shortage response actions.

7.0 LEGAL AUTHORITIES

The Agency has the legal authority to create, manage, and activate emergency plans and carry out the responsibilities of those plans under the California Emergency Services Act, which authorizes all political subdivisions of the state (i.e., special districts, cities, and counties) to conduct emergency operations.

When a water shortage is determined, the Agency will coordinate with the Agency's wholesale customers and with Yolo County for the possible proclamation of a local emergency in accordance with California Government Code, California Emergency Services Act (Article 2, Section 8558).

In a duly noticed meeting, the Agency Board will determine whether a water shortage emergency condition exists and, if so, the degree of the emergency and what regulations and restrictions should be enforced in response to the shortage. The Agency shall declare a water shortage emergency in accordance with CWC Chapter 3 Division 1.

Water Code Section Division 1, Section 350

...The governing body of a distributor of a public water supply...shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.

The water shortage emergency declaration triggers communication protocols described in Section 5 of this WSCP.

8.0 FINANCIAL CONSEQUENCES OF WSCP

The Project Partners anticipate revenue losses, and the Agency could experience increased expenses, during the potential water shortages described in this WSCP. Revenue losses result from decreased water sales due to conservation. Increased expenses can include supplemental water supply purchases and infrastructure improvements to provide additional ASR storage for use when surface water supplies are curtailed or cutback.

Water conservation directly affects the Project Partners' revenue stability, as the Cities of Davis and Woodland currently recover approximately 80 and 50 percent, respectively, of its revenue through volumetric or consumption-based rates, even though the majority of the Agency's costs are fixed. The Project Partners prepare for these events through prudent financial planning, including water rate studies and the establishment of reserves to offset revenue losses. A water shortage surcharge could be enacted by the cities' Councils to address revenue impacts from conservation.

9.0 MONITORING AND REPORTING

In their UWMPs, the Agency's Project Participants will detail their monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed to evaluate customer compliance with conservation goals. As mentioned above, the Agency's water system is fully metered, including production at its water treatment facilities. The Agency can also track deliveries to its Project Participants through their respective turnouts.

The Agency will work collaboratively with its Project Participants to monitor water use and support their reporting.

10.0 WSCP REFINEMENT PROCEDURES

This WSCP is an adaptive management plan. It is subject to refinements as needed to ensure that the Agency's shortage response actions and mitigation strategies are effective and produce the desired results. Based on monitoring described in Section 9 and the need for compliance and enforcement actions described in Section 6 of this WSCP, the Agency may adjust its response actions and may modify its WSCP. When a revised WSCP is proposed, the revised WSCP will undergo the process described in Section 12 for adoption by the Board and distribution to Yolo County, Agency's Project Participants, and the general public.

11.0 SPECIAL WATER FEATURE DISTINCTION

The Agency is a water wholesaler and does not directly supply treated water to customers with water features; that is done by the Agency's Project Participants. As described in their respective UWMPs, each Project Participant distinguishes water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.

12.0 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

This WSCP is adopted concurrently with the Agency's 2020 UWMP, by separate resolution. Prior to adoption, a 60-day notice of preparation was issued and a draft WSCP was made available for public review at least 14 days prior to adoption. A duly noticed public hearing was conducted. A hard copy of this WSCP will be submitted to DWR within 30 days of adoption, along with an electronic copy.

No later than 30 days after submittal to DWR, copies of this WSCP will be available at the Agency's office. A copy will also be provided to Yolo County and the Agency's retailers. An electronic copy of this WSCP as well as the 2020 UWMP will also be available for public review and download on the Agency's website.

UWMP Adoption Resolution

RESOLUTION NO. 2021 - 05

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WOODLAND-DAVIS CLEAN WATER AGENCY
ADOPTING 2020 URBAN WATER MANAGEMENT PLAN

BE IT RESOLVED by the Board of Directors of the Woodland-Davis Clean Water Agency as follows:

1. Recitals. This resolution is adopted with reference to the following background recitals:

a. The Urban Water Management Plan Act (and in particular California Water Code sections 10620-10621) requires the Agency, as an urban water supplier, to prepare and adopt an Urban Water Management Plan and update the plan at least once every five years. The Agency has prepared its 2020 Urban Water Management Plan (2020 UWMP) in accordance with the wholesale supplier requirements of the Act.

b. The Agency has provided a draft 2020 UWMP to the Cities of Davis and Woodland, University of California, Davis, and other interested parties, has placed a copy for public review on the Agency's website, and has provided 60-day public hearing notice to the County of Yolo, neighboring water suppliers, and public, as required by the Act.

2. Plan Adoption. The Board adopts the 2020 Urban Water Management Plan in the form as presented at this meeting. The General Manager and his or her designees are authorized and directed to implement the 2020 UWMP in accordance with the terms and schedule set forth in the plan.

PASSED AND ADOPTED by the Board of Directors of the Woodland-Davis Clean Water Agency on this 17th day of June 2021 by the following vote:

AYES: Arnold, Lansburgh, Stallard, Chapman

NOES: none

ABSTAIN: none

ABSENT: none

By: 
Chair

Attest:


Michele Mitchell, Secretary

RESOLUTION NO. 2021 - 04

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WOODLAND-DAVIS CLEAN WATER AGENCY
ADOPTING 2020 WATER SHORTAGE CONTINGENCY PLAN

BE IT RESOLVED by the Board of Directors of the Woodland-Davis Clean Water Agency as follows:

1. Recitals. This resolution is adopted with reference to the following background recitals:

a. The Urban Water Management Plan Act (and in particular California Water Code sections 10620-10621) requires the Agency, as an urban water supplier, to prepare and adopt an Urban Water Management Plan and update the plan at least once every five years. The Agency has prepared its 2020 Urban Water Management Plan in accordance with the wholesale supplier requirements of the Act.

b. California State Legislature enacted two policy bills, (Senate Bill (SB) 606 (Hertzberg) and Assembly Bill (AB) 1668 (Friedman)) (collectively referred to as the 2018 Water Conservation Legislation), to establish a new foundation for drought planning to adapt to climate change and the resulting longer and more intense droughts in California, which set new requirements for water shortage contingency planning.

c. The Act (Water Code section 10632) and 2018 Water Conservation Legislation require that the Agency prepare and adopt a Water Shortage Contingency Plan as part of its Urban Water Management Plan. The Agency has prepared its 2020 Water Shortage Contingency Plan (2020 WSCP) in accordance with the wholesale supplier requirements of the Act. The 2020 WSCP is Appendix G of the 2020 Urban Water Management Plan.

d. The Agency has provided a draft 2020 WSCP to the Cities of Davis and Woodland, University of California, Davis, and other interested parties, has placed a copy for public review on the Agency's website, and has provided 60-day public hearing notice to the County of Yolo, neighboring water suppliers, and public, as required by the Act.

2. Plan Adoption. The Board adopts the 2020 Water Shortage Contingency Plan in the form as presented at this meeting. The General Manager and his or her designees are authorized and directed to implement the 2020 WSCP in accordance with the terms and schedule set forth in the plan.

PASSED AND ADOPTED by the Board of Directors of the Woodland-Davis Clean Water Agency on this 17th day of June 2021 by the following vote:

AYES: Arnold, Lansburgh, Stallard, Chapman

NOES: none

ABSTAIN: none

ABSENT: none

By:


Chair

Attest:

Michele Mitchell

Michele Mitchell, Secretary
