

WATER TRANSFER AGREEMENT BETWEEN PALMDALE WATER DISTRICT AND UNITED WATER CONSERVATION DISTRICT

This Agreement (Agreement) is made and effective as of September 25, 2023 (Effective Date) by and among Palmdale Water District (PWD), a special act agency, and United Water Conservation District (UWCD). PWD and UWCD referred to collectively as the Parties.

BACKGROUND AND PURPOSE

PWD is a State Water Project Contractor that receives imported water deliveries from the SWP. UWCD holds the rights to 5,000 acre-feet per year of State Water Project (SWP) Table A Water Supply allocation under its respective contract.

UWCD has expressed a need for additional water supplies, particularly during high allocation years of the SWP. PWD has developed a portfolio of additional SWP supplies beyond its Table A allocation. During high allocation years PWD is unable to deliver its full portfolio of SWP supplies. With the 2023 SWP allocation of 100%, PWD has enough supply to cover all its demands, and UWCD has capacity to take additional water. PWD shall make available 2,000 acre-feet (AF) of its Table A water for transfer to UWCD in 2023.

TERMS AND CONDITIONS

Condition Precedent

DWR's written approval of this Agreement in the form of a change in point of delivery agreement, including the terms and conditions herein, is a condition precedent to the effectiveness of this Agreement.

Water Transfer

PWD will make available 2,000 AF of PWD's Table A water for transfer to UWCD for delivery in 2023. PWD is not responsible for water made available for transfer under this Agreement that is not delivered to UWCD. The transfer will occur as provided in the Change in Point of Delivery Agreement. The point of transfer is Banks Pumping Plant.

Places of Use

The water transferred to UWCD in 2023, pursuant to this Agreement, will be delivered through existing facilities and will be used entirely within UWCD's service area.

Compliance with Article 57(g) of the Water Supply Contracts

PWD will confirm and ensure their compliance with Article 57(g) of the respective Water Supply Contracts related to this transfer.

California Environmental Quality Act (CEQA) Notice of Exemption

Because all of the water delivered to UWCD pursuant to this Agreement will be delivered through existing facilities, without the construction of additional facilities to affect such deliveries, PWD and UWCD agree that the transfer of water described herein constitutes a project that is exempt from CEQA pursuant to Section 15301(b) and 15061(b)(3) of the State CEQA Guidelines. PWD therefore filed a Notice of Exemption for the project described herein with the State Office of Planning and Research and the Ventura County Clerk's office.

Transaction Costs

UWCD shall pay PWD a rate of \$191.30 for every AF of water made available by PWD; payment shall be made within 45 days of the PWD invoice date. UWCD shall be responsible for the SWP delivery costs for the water delivered to UWCD.

Approvals

UWCD and PWD each agree to cooperate with DWR and with each other in preparation, review, and execution of that agreement with DWR, and with the processing of such other approvals as may be necessary to affect the water transfer described herein.

Other Costs

PWD and UWCD shall each be responsible for its own legal and consulting costs incurred in the preparation, review, and implementation of this Agreement.

Costs of Defense

In the event of any legal action by a third party to challenge this Agreement and/or the water transfer described herein, UWCD and PWD agree to cooperate in the defense thereof and to share equally in the costs of such defense, utilizing counsel mutually acceptable to the Parties.

Force Majeure

In the event that an unavoidable event renders the performance of this Agreement impossible or infeasible, the Parties hereto shall be excused from the performance thereof, with a corresponding refund or adjustment of the payments required herein as may be necessary to achieve financial equity as between the Parties for that portion of the Agreement that cannot be performed; provided, however, that UWCD and PWD shall first coordinate with DWR to determine whether alternate performance may be possible pursuant to an alternate schedule for completion of performance.

Notices

Written notice may be provided by either party to the other by first-class mail, postage prepaid, to the following addresses:

Palmdale Water District
Dennis LaMoreaux, General Manager
2029 East Avenue Q
Palmdale, CA 93550
Phone: 661.456.1017
Email: dlamoreaux@palmdalewater.org

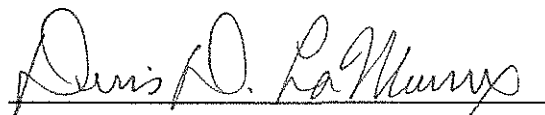
United Water Conservation District
Mauricio Guardado, General Manager
1701 North Lombard Street
Oxnard, CA 93030
Phone: 805.525.4431
Email: mauriciog@unitedwater.org

Authority

The undersigned representatives of UWCD and PWD hereby represent that they are authorized to execute the Agreement for the party on whose behalf this Agreement is executed.

In witness whereof, the Parties have executed this Agreement as of the Effective Date above written.

Palmdale Water District:



Dennis D. LaMoreaux, General Manager

United Water Conservation District



Mauricio E. Guardado, General Manager





PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

October 9, 2023

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General Manager

ALESHIRE & WYNDER LLP
Attorneys

Mr. Patrick Luzuriaga, Manager
Water Contracts Branch
Project Water Management
Department of Water Resources
PO Box 942836
Sacramento, CA 95814

**RE: COMPLIANCE WITH ARTICLE 57(G) OF THE WATER
SUPPLY CONTRACT WITH RESPECT TO THE 2023 WATER
TRANSFER AGREEMENT BETWEEN PALMDALE WATER
DISTRICT AND VENTURA COUNTY WATERSHED
PROTECTION DISTRICT/UNITED WATER CONSERVATION
DISTRICT**

Dear Mr. Luzuriaga:

This letter is to serve as documentation that Palmdale Water District (PWD) and Ventura County Watershed Protection District (VCWPD), in considering a transfer to United Water Conservation District, have complied with Article 57(g) of their Water Supply Contracts, namely:

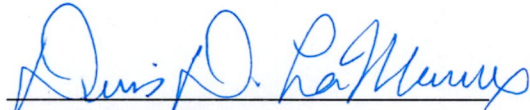
1. PWD and VCWPD have complied with all applicable laws;
2. PWD and VCWPD have provided any required notices to public agencies and the public;
3. PWD and VCWPD have provided the relevant terms to all contractors and to the Water Transfers Committee of the State Water Contractors Association;
4. PWD and VCWPD are informed and believe that the transfer or exchange will not harm other contractors;
5. PWD and VCWPD are informed and believe that the transfer or exchange will not adversely impact State Water Project operations;
6. PWD and VCWPD are informed and believe that the transfer or exchange will not affect their separate ability to make all payments, including payments when due under their Contracts for their separate share of the financing costs of the State's Central Valley Project Revenue Bonds; and
7. PWD and VCWPD have considered the potential impacts of the transfer or exchange within their respective service areas.



October 9, 2023

If you have any questions regarding this letter or any of the matters referenced in it, please contact Glenn Shephard at 805.654.2040 or by email at glenn.shephard@ventura.org or Dennis LaMoreaux at 661.456.1017 or by email at dla-moreaux@palmdalewater.org or Claudia Bolanos at 661.456.1092 or by email at cbolanos@palmdalewater.org.

Respectfully,



Dennis D. LaMoreaux,
General Manager
Palmdale Water District Water

Glenn Shephard,
Director
Ventura County Watershed Protection District

Water Transfer Agreement Between Palmdale Water District (PWD) and United Water Conservation District (UWCD)

Summary

SCH Number	2023090581
Public Agency	Palmdale Water District
Document Title	Water Transfer Agreement Between Palmdale Water District (PWD) and United Water Conservation District (UWCD)
Document Type	NOE - Notice of Exemption
Received	9/26/2023
Posted	9/26/2023
Document Description	Palmdale Water District will be transferring 2,000 AF of State Water Project water to United Water Conservation District via Ventura County Watershed Protection District for their use within their jurisdiction. All water will be delivered using existing SWP facilities.

Contact Information

Name	Claudia Bolanos
Agency Name	Palmdale Water District
Job Title	Resource and Analytics Supervisor
Contact Types	Lead/Public Agency / Project Applicant
Address	2029 East Avenue Q Palmdale, CA 93550
Phone	(661) 456-1092
Email	cbolanos@palmdalewater.org

Location

Cities	Ventura
Counties	Ventura
Regions	Countywide

Waterways	California State Aqueduct
Other Location Info	Reach 29 - Pyramid Reservoir & Reach 30 Castaic Reservoir

Notice of Exemption

Exempt Status	Categorical Exemption
Type, Section or Code	Class 1(b), Section 15301
Reasons for Exemption	1. The transfer between PWD and UWCD will use existing SWP facilities only. 2. UWCD is serving existing customers and land uses with this transfer water. 3. PWD does not have an intended use for the water being transferred during the relevant time period.
County Clerk	Ventura

Attachments

Notice of Exemption

NOE UWCD PWD cbPDF71 K

Disclaimer: The Governor’s Office of Planning and Research (OPR) accepts no responsibility for the content or accessibility of these documents. To obtain an attachment in a different format, please contact the lead agency at the contact information listed above. You may also contact the OPR via email at state.clearinghouse@opr.ca.gov or via phone at [\(916\) 445-0613](tel:9164450613). For more information, please visit [OPR’s Accessibility Site](#).

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Ventura

800 S Victoria Ave.

Ventura, CA 93009

From: (Public Agency): Palmdale Water District
2029 E. Avenue Q
Palmdale, CA 93550

(Address)

Project Title: Water Transfer Agreement Between Palmdale Water District and United Water Conservation District (UWCD)

Project Applicant: Palmdale Water District (PWD)

Project Location - Specific:

Transfer to SWP reach 29 Pyramid reservoir or SWP reach 30 Castaic Reservoir.

Project Location - City: Various Project Location - County: Ventura County

Description of Nature, Purpose and Beneficiaries of Project:

Palmdale Water District will be transferring 2,000 AF of State Water Project water to United Water Conservation District via Ventura County Watershed Protection District for their use within their jurisdiction. All water will be delivered using existing SWP facilities.

Name of Public Agency Approving Project: Palmdale Water District

Name of Person or Agency Carrying Out Project: Palmdale Water District

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Class 1(b), Section 15301
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

1. The transfer between PWD and UWCD will use existing SWP facilities only.
2. UWCD is serving existing customers and land uses with this transfer water.
3. PWD does not have an intended use for the water being transferred during the relevant time period.

Lead Agency
Contact Person: Claudia Bolanos Area Code/Telephone/Extension: 661-456-1092

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Claudia Bolanos Date: 09/13/2023 Title: Resource Analyst Supervisor

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____