

State of California
The Resources Agency
DEPARTMENT OF WATER RESOURCES

MULTI-YEAR AGREEMENT AMONG
THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA,
VENTURA COUNTY WATERSHED PROTECTION DISTRICT,
AND
SAN GORGONIO PASS WATER AGENCY
FOR
A NON-PERMANENT TRANSFER OF A PORTION
OF
VENTURA COUNTY WATERSHED PROTECTION DISTRICT'S
STATE WATER PROJECT TABLE A WATER
TO
SAN GORGONIO PASS WATER AGENCY

SWP #22034

THIS AGREEMENT is made under the provisions of the California Water Resources Development Bond Act, and other applicable laws of the State of California among the Department of Water Resources of the State of California, herein referred to as "DWR," Ventura County Watershed Protection District, herein referred to as "VCWPD," and San Gorgonio Pass Water Agency, herein referred to as "SGPWA." DWR, VCWPD, and SGPWA may be referred to individually as "Party" or collectively as "Parties."

RECITALS

- A. DWR and SGPWA have entered into a water supply contract, dated November 16, 1962, and subsequently amended, providing that DWR shall supply certain quantities of water to SGPWA, providing that SGPWA shall make certain payments to DWR, and setting forth the terms and conditions of such deliveries and payment (hereinafter "SGPWA's Water Supply Contract").
- B. DWR and VCWPD have entered into a water supply contract, dated December 2, 1963, and subsequently amended, providing that DWR shall supply certain quantities of water to VCWPD, providing that VCWPD shall make certain payments to DWR, and setting forth the terms and conditions of such deliveries and payment (hereinafter "VCWPD's Water Supply Contract").
- C. On June 23, 1970, VCWPD, formerly known as "Ventura County Flood Control District," and its member unit, Casitas Municipal Water District (Casitas), formerly known as "Ventura River Municipal Water District," entered into an agreement entitled "A Contract for Allocation of State Water Plan Water between Ventura River Municipal Water District and Ventura County Flood Control District". Under this agreement, VCWPD assigned to Casitas the rights to the entirety of VCWPD's annual State Water Project (SWP) Table A water allocation, up to 20,000 acre-feet.
- D. On July 7, 1971, Casitas and the City of San Buenaventura (San Buenaventura), ~~a member unit of VCWPD, entered into an agreement entitled "A Contract for Allocation of State Water Plan Water between Casitas Municipal Water District and City of San Buenaventura".~~ This contract sets forth the terms and conditions for the purchase by San Buenaventura from Casitas of 10,000 acre-feet of VCWPD's annual SWP Table A water allocation.
- E. San Buenaventura does not currently have a physical connection to the SWP to receive SWP water, but is in the process of exploring options to receive SWP water supplies through construction of a physical interconnection (Interconnection Project) in order to enhance current and future local water supply reliability.
- F. On May 5, 2022, San Buenaventura and SGPWA entered into an agreement entitled "Agreement for Transfer of State Water Project Water" (San Buenaventura/SGPWA Water Transfer Agreement). This agreement sets forth the terms and conditions for an annual transfer of San Buenaventura's portion of VCWPD's approved SWP Table A water (VCWPD's Table A Water) to SGPWA through December 31, 2042, as follows: (1) for the 2022 delivery year and continuing annually until December 31 of the delivery year during which the Interconnection Project is completed, SGPWA will have rights to the full amount of San Buenaventura's portion of VCWPD's Table A Water, up to 10,000 acre-feet; and (2) for each delivery year thereafter, San Buenaventura will have the right, but not an obligation, to retain up to 2,000 acre-feet of its portion of

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VCWPD's Table A Water for use within San Buenaventura's service area, and SGPWA will have the right to receive the remaining amount of San Buenaventura's portion of VCWPD's Table A Water, up to 8,000 acre-feet.

- G. VCWPD and SGPWA requested DWR's approval for a non-permanent transfer of up to 10,000 acre-feet per year of VCWPD's Table A Water to SGPWA through December 31, 2035.
- H. VCWPD and SGPWA confirm that the transfer under this Agreement satisfies the criteria in Article 57(d) and Article 57(g) of VCWPD's and SGPWA's respective Water Supply Contract and have provided supporting documentation to DWR demonstrating compliance, which DWR has considered in approving the transfer request.
- I. In compliance with the California Environmental Quality Act (CEQA), SGPWA, as the lead agency, prepared and approved an Initial Study and Negative Declaration (IS/ND) to address the environmental consequences of the proposed multi-year water transfer from VCWPD to SGPWA, concluding that the proposed multi-year water transfer would not have a significant impact on the environment. SGPWA filed a Notice of Determination (NOD) with the State Clearinghouse (SCH) on November 29, 2022 (SCH #2022100458). DWR, as a responsible agency, has reviewed the IS/ND and considered the environmental effects of the project prior to reaching its decision to approve this Agreement. DWR will file a NOD with SCH upon execution of this Agreement.

AGREEMENT

DWR approves the non-permanent transfer of a portion of VCWPD's Table A Water, up to 10,000 acre-feet per year, to SGPWA, subject to the San Buenaventura/SGPWA Water Transfer Agreement and the following terms and conditions:

TERM

1. This Agreement shall become effective upon execution by all Parties, and shall terminate on December 31, 2035, or upon final payments to DWR of all costs attributable to this Agreement, whichever occurs later. However, the liability, hold harmless and indemnification obligations in this Agreement shall remain in effect until the expiration of the applicable statute of limitations, or until any claim or litigation concerning this Agreement asserted to DWR, VCWPD, or SGPWA within the applicable statute of limitations is finally resolved, whichever occurs later.

UNIQUENESS OF AGREEMENT

2. DWR's approval to transfer a portion of VCWPD's Table A Water to SGPWA under this Agreement is unique and shall not be considered a precedent for future agreements or DWR activities.

APPROVALS

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

EARLY TERMINATION OR MODIFICATION

4. SGPWA shall notify DWR in writing if the San Buenaventura/SGPWA Water Transfer Agreement is terminated prior to December 31, 2035. In the event the San Buenaventura/SGPWA Water Transfer Agreement is terminated, this Agreement shall terminate effective the same day that the San Buenaventura/SGPWA Water Transfer Agreement is terminated, and no water shall be scheduled or delivered to SGPWA under this Agreement after such termination.
5. If the San Buenaventura/SGPWA Water Transfer Agreement is proposed to be modified or amended prior to December 31, 2035, SGPWA shall notify DWR in writing and provide to DWR a copy of the proposed amendment to the San Buenaventura/SGPWA Water Transfer Agreement. Any such amended

agreement shall comply with Article 56(d) and Article 57 of VCWPD's and SGPWA's respective Water Supply Contract. If DWR determines that the amended agreement does not comply with Article 56(d), Article 57 or any other provisions of VCWPD's and SGPWA's respective Water Supply Contract, the Parties shall meet and seek to bring the amended agreement in compliance with the relevant Water Supply Contract provisions. If the Parties cannot reach an agreement, DWR shall have the right to terminate this Agreement.

6. Termination of this Agreement shall not affect VCWPD's and SGPWA's obligations to pay all amounts owing to DWR pursuant to this Agreement.

NO EXCEEDANCE OF VCWPD'S TABLE A ALLOCATION

7. In any given year, the amount of VCWPD's Table A Water transferred under this Agreement and any other transfer or exchange agreement, plus the amount of VCWPD's Table A Water delivered to VCWPD or stored outside of VCWPD's service area under Article 56 of VCWPD's Water Supply Contract, shall not exceed the Table A amount allocated to VCWPD for that year.

DELIVERY OF VCWPD'S TABLE A WATER TO SGPWA

8. DWR will deliver up to 10,000 acre-feet per year of VCWPD's Table A Water to SGPWA's turnout(s) in Reach 4A and/or Reach 4B of the California Aqueduct's East Branch Extension through December 31, 2035.
9. Water delivered to SGPWA under this Agreement shall be used in SGPWA's service area, which is within the SWP place of use.
10. The delivery of water to SGPWA under this Agreement shall be in accordance with schedules reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.
11. In any given year, the sum of deliveries scheduled to SGPWA under this Agreement, plus scheduled SGPWA SWP water deliveries, plus deliveries to SGPWA under any other agreements, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based under SGPWA's Water Supply Contract with DWR unless DWR determines that deliveries will not adversely impact SWP operations, facilities, or other SWP contractors.

WATER DELIVERY SCHEDULES

12. All water delivery schedules and revisions shall be in accordance with Article 12 of VCWPD's and SGPWA's respective Water Supply Contract with DWR.

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13. SGPWA shall submit monthly water delivery schedules and revised monthly schedules, if any, for approval to the Division of Operation and Maintenance, Office of the Division Manager, Water Deliveries Reporting Unit, indicating timing and point of delivery requested under this Agreement with reference to SWP #22034. Monthly schedules shall be sent by electronic mail to SWP-SWDS@water.ca.gov.
14. SGPWA shall submit weekly water schedules, indicating timing and point of delivery requested with reference to SWP #22034, by electronic mail by 10:00 am, Wednesday, for the following week, Monday through Sunday to the to the following:
 - a. Office of the Division Manager
Water Operation Scheduling Section
Water_deliv_sched@water.ca.gov
 - b. Office of the Division Manager
Power Management and Optimization Section
POCOptimization@water.ca.gov
 - c. Office of the Division Manager
Day-Ahead Scheduling Unit
Presched@water.ca.gov
 - d. Office of the Division Manager
Operations Reporting Unit
OCO_car_reprt@water.ca.gov
Phone: (916) 574-2677
 - e. Southern Field Division
Water Operation Section
SFDwaterschedule@water.ca.gov
15. Upon reasonable request, SGPWA shall make available to VCWPD any records or materials submitted to DWR pursuant to Paragraphs 13 and 14 of this Agreement.

WATER DELIVERY RECORDS

16. DWR will maintain monthly records accounting for the delivery of VCWPD's Table A Water to SGPWA under this Agreement.

CHARGES

17. SGPWA shall pay to DWR the charges associated with the delivery of water under this Agreement, including all future adjustments, which shall be calculated in the same manner as charges are calculated for SWP Table A deliveries and

shall be in accordance with the provisions of SGPWA's Water Supply Contract. Charges shall be determined for the year the water is delivered to SGPWA.

- a. When DWR delivers VCWPD's Table A Water to SGPWA, SGPWA shall pay to DWR the associated charges from the Delta to SGPWA's turnout(s) in Reach 4A and/or Reach 4B of the California Aqueduct's East Branch Extension. SGPWA shall pay to DWR the Variable Operation, Maintenance, Power, and Replacement Component of the Transportation Charge and the Off-Aqueduct Power Facilities cost that are in effect for each acre-foot of water delivered from the Delta to SGPWA's turnout(s).
18. In addition to the charges identified above, SGPWA agrees to pay to DWR any additional identified demonstrable increase in costs that would otherwise be borne by DWR or by the SWP contractors not signatory to this Agreement as a result of DWR providing service under this Agreement.
19. Payment terms under this Agreement shall be in accordance with SGPWA's Water Supply Contract.
20. All payments under this Agreement not covered under SGPWA's Water Supply Contract with DWR shall be due 30 days after the date of DWR's billing. DWR shall charge interest if payments are delinquent by more than 30 days. SGPWA shall pay to DWR accrued interest on all overdue payments at the rate of one percent (1%) per month from the due date to the date of payment.

NO IMPACT

21. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to SWP approved Table A water or to any other SWP approved water allocations, water deliveries, or SWP operations or facilities. This Agreement shall not impact the financial integrity of the SWP and shall not harm other SWP contractors not participating in this Agreement. VCWPD and SGPWA shall be responsible, jointly and severally, as determined by DWR, for any adverse impacts that may result from water deliveries under this Agreement. DWR retains the right to review and reconsider its approval under this Agreement if DWR determines that delivery of water under this Agreement results in unavoidable adverse impacts to the SWP or other SWP contractors not participating in this Agreement.

LIABILITY

22. DWR is not responsible for the use, effects or disposal of water under this Agreement once the water is delivered to the designated turnout(s). Responsibility shall be governed by Article 13 of SGPWA's Water Supply Contract, with responsibilities under the terms of that article shifting from DWR to SGPWA when the water is delivered to the designated turnout(s).

23. VCWPD and SGPWA agree to defend and hold DWR, its officers, employees, and agents harmless from any direct or indirect loss, liability, lawsuit, cause of action, judgment or claim, and shall indemnify DWR, its officers, employees, and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees, and agents incur as a result of DWR approving this Agreement or providing services under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees, and agents.
24. If uncontrollable forces preclude DWR from delivery of water under this Agreement, either partially or completely, then DWR is relieved from the obligation to deliver the water under this Agreement to the extent that DWR is reasonably unable to complete the obligation due to the uncontrollable force. Uncontrollable forces shall include, but are not limited to, earthquakes, fires, tornadoes, floods, and other natural or human caused disasters. VCWPD and SGPWA shall not be entitled to recover any administrative costs or other costs associated with delivery of water under this Agreement if uncontrollable forces preclude DWR from delivering the water.

DISPUTE RESOLUTION

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

ASSIGNMENT OF AGREEMENT

26. Without the prior written consent of DWR, VCWPD, and SGPWA, this Agreement is not assignable by VCWPD or SGPWA in whole or in part.

PARAGRAPH HEADINGS

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

OPINIONS AND DETERMINATION

28. Where the terms of this Agreement provide for actions to be based upon the opinion, judgment, approval, review, or determination of any Party, such terms

are to be construed as providing that such opinion, judgment, approval, review, or determination be reasonable.

MODIFICATION OF AGREEMENT

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

NO MODIFICATION OF WATER SUPPLY CONTRACT

30. This Agreement shall not be interpreted to modify the terms or conditions of VCWPD's and SGPWA's respective Water Supply Contract. Unless expressly provided herein, the terms and conditions of VCWPD's and SGPWA's respective Water Supply Contract and any future amendments apply to this Agreement.

SIGNATURE CLAUSE

31. The signatories represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. A copy of any resolution or other documentation authorizing VCWPD and SGPWA to enter into this Agreement, if such resolution or authorization is required, shall be provided to DWR before the execution of this Agreement.

EXECUTION

32. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.
33. All Parties will receive an executed copy of this Agreement vis DocuSign after all Parties have signed.

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

Approved as to Legal Form
and Sufficiency

STATE OF CALIFORNIA DEPARTMENT
OF WATER RESOURCES

Thomas Gibson

kd

Thomas Gibson
General Counsel
Department of Water Resources

Anna Rock

Acting for

John Leahigh
Assistant Division Manager,
Water Management
Division of Operations and Maintenance

12/29/2022

Date

12/29/2022

Date

VENTURA COUNTY WATERSHED
PROTECTION DISTRICT

SAN GORGONIO PASS WATER
AGENCY

Glenn Shephard

Name

Director

Title

12/23/2022

Date

Glenn E. E. E.

Name

General Manager

Title

12/20/2022

Date

Certificate Of Completion

Envelope Id: 6FFF0C4A3B6D48FBAFCCABBD9D7CE906

Status: Completed

Subject: Please DocuSign: SWP #22034

FormID:

Source Envelope:

Document Pages: 10

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

SWP Contracts

AutoNav: Enabled

715 P Street

Enveloped Stamping: Enabled

Sacramento, CA 95814

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

SWPContracts@water.ca.gov

IP Address: 136.200.53.22

Record Tracking

Status: Original

Holder: SWP Contracts

Location: DocuSign

12/20/2022 1:39:00 PM

SWPContracts@water.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Department of Water Resources


Location: DocuSign

Signer Events**Signature****Timestamp**

Glenn Shephard

Glenn.Shephard@ventura.org

Director

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 157.145.220.3

Sent: 12/20/2022 1:51:28 PM

Viewed: 12/20/2022 1:53:15 PM

Signed: 12/23/2022 12:18:22 PM

Electronic Record and Signature Disclosure:

Accepted: 12/20/2022 1:53:15 PM

ID: 4c278a50-0b7c-4d4f-9527-3feff82378fe

Lance Eckhart

leckhart@sgpwa.com

General Manager

Security Level: Email, Account Authentication
(None)Signature Adoption: Uploaded Signature Image
Using IP Address: 137.25.160.250

Sent: 12/20/2022 1:51:28 PM

Viewed: 12/20/2022 2:12:21 PM

Signed: 12/20/2022 2:13:12 PM

Electronic Record and Signature Disclosure:

Accepted: 12/20/2022 2:12:21 PM

ID: f12e89d4-77f1-4851-bd31-aa2a93075674

Katerina Deaver

katerina.deaver@water.ca.gov

Department of Water Resources

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 69.4.129.34

Sent: 12/23/2022 12:18:25 PM

Viewed: 12/27/2022 9:39:51 AM

Signed: 12/27/2022 10:06:26 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kirsti Larson

kirsti.larson@water.ca.gov

Department of Water Resources

Security Level: Email, Account Authentication
(None)**Completed**

Using IP Address: 136.200.53.16

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Resent: 12/28/2022 12:00:11 PM

Resent: 12/28/2022 12:02:58 PM

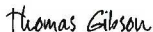
Resent: 12/28/2022 12:03:25 PM

Viewed: 12/28/2022 12:18:08 PM


Signed: 12/28/2022 12:21:11 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Thomas Gibson Thomas.Gibson@water.ca.gov General Counsel Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 68.127.162.178	Sent: 12/28/2022 12:21:14 PM Viewed: 12/29/2022 11:51:47 AM Signed: 12/29/2022 11:51:55 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Anna Fock anna.fock@water.ca.gov Principal Engineer, Water Resources Department of Water Resources Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 104.176.32.82	Sent: 12/29/2022 11:51:58 AM Viewed: 12/29/2022 12:36:11 PM Signed: 12/29/2022 12:36:27 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

SWP Contracts & Agreements Section swpcontracts@water.ca.gov Department of Water Resources Security Level: Email, Account Authentication (None)		Sent: 12/29/2022 12:36:30 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/20/2022 1:51:28 PM
Envelope Updated	Security Checked	12/28/2022 12:00:11 PM
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Envelope Updated	Security Checked	12/28/2022 12:05:21 PM
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Envelope Updated	Security Checked	12/28/2022 12:05:22 PM
Certified Delivered	Security Checked	12/29/2022 12:36:11 PM
Signing Complete	Security Checked	12/29/2022 12:36:27 PM
Completed	Security Checked	12/29/2022 12:36:30 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Department of Water Resources (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Department of Water Resources:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: (916) 653-5791

To contact us by paper mail, please send correspondence to:

Department of Water Resources

P.O. Box 942836

Sacramento, CA 95236-0001

To advise Department of Water Resources of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at don.davis@water.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Department of Water Resources

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to don.davis@water.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Department of Water Resources

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

****** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Water Resources as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Water Resources during the course of my relationship with you.