

**WATER TRANSFER AGREEMENT
BETWEEN
UNITED WATER CONSERVATION DISTRICT
AND
SANTA CLARITA VALLEY WATER AGENCY**

This Water Transfer agreement ("Agreement") is made and entered into on September 20, 2023, by and between United Water Conservation District ("United") and Santa Clarita Valley Water Agency ("SCV Water"). United and SCV Water may be referred to individually as a "party" and collectively as "the parties."

RECITALS

- A. Ventura County Watershed Protection District (VCWPD) is a State Water Project Contractor that receives imported water deliveries from the State Water Project (SWP). VCWPD has assigned administration of its VCWPD SWP water supply contract with the California Department of Water Resources (DWR) to the Casitas Municipal Water District ("Casitas"). Pursuant to agreements, United holds a sub-allocation of 5,000 acre-feet per year of the VCWPD Table A amount and receives imported water deliveries from the SWP.
- B. SCV Water has a SWP water supply contract with DWR for a Table A amount of 95,200 acre-feet per year ("SCV Table A Water").
- C. SCV Water and United overlie adjoining groundwater basins located along the Santa Clara River and United has up to 40,000 acre-feet of storage capacity within the Lake Piru reservoir.
- D. SCV Water and United would like to conduct a one-time non-permanent transfer of water to help enhance the water supply reliability of each of their service areas.
- E. SCV Water and United specifically would like to agree to a one-time non-permanent transfer of up to 10,000 acre-feet of SCV Water's 2023 SCV Table A Water ("Transfer Water"), with a minimum purchase requirement of 2,000 acre-feet and an option to purchase an additional 8,000 acre-feet of SCV Table A Water if available under the terms and conditions of this Agreement.
- F. United and SCV Water have determined that the transfer provided for in this Agreement will involve no change in the type of use or expansion of use of either United or SCV Water's existing facilities and is thus exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15301 and 15061(b)(3) of the State CEQA Guidelines.

Now, therefore, incorporating the foregoing recitals herein, the parties agree to the following terms:

TERMS

1. Term: The term of this Agreement shall commence on November 1, 2023 (“Effective Date”). All water delivered pursuant to this Agreement shall be delivered by December 31, 2023. This Agreement will terminate on June 30, 2024.

2. Delivery of SCV Water Table A to United

a. Transfer amount: SCV Water will make up to 2,000 acre-feet of Transfer Water available for transfer to United during the Term of this Agreement consistent with the timeframe and scheduling described in Section 2(d). United is required to purchase and pay for 2,000 acre-feet of the Transfer Water, regardless of whether any Transfer Water is requested by United or not. United has the option to purchase up to an additional 8,000 acre-feet of Transfer Water consistent with the terms of this Agreement, but only if SCV Water determines in its own complete discretion that such additional Transfer Water is available to be provided for delivery to United.

b. The Point of Transfer: The point of transfer of the Transfer Water for purposes of the allocation of costs imposed by DWR associated with the transfer will be the Banks Delta Pumping Plant in the California Delta.

c. The Point of Delivery: The point of delivery (POD) of Transfer Water and any Option Water shall be either Reach 29 (Pyramid to Piru Creek) or Reach 30 (Castaic Lake), as mutually agreed upon by the parties and DWR.

d. Scheduling: The process for scheduling delivery of water pursuant to this Agreement shall be as follows: United shall submit to SCV Water a written request for a specific quantity of Transfer Water and a preferred schedule for the timing of delivery. Water transferred under this Agreement may be requested and scheduled in multiple blocks any time prior to December 31, 2023, subject to capacity limitations imposed by DWR. Upon receipt of a request, SCV Water will confirm that the quantity is available and a schedule of delivery will be confirmed by the parties with DWR. For Transfer Water above 2,000 acre-feet that may be made available to United by SCV Water as an option, upon receipt of a request by United, SCV Water shall determine in its own complete discretion whether the requested Transfer Water is available and will inform United of such determination. If such additional Transfer Water is available, the parties will schedule delivery in coordination with DWR.

e. Costs: United will be responsible for all costs and charges imposed by DWR associated with the conveyance of Transfer Water to the POD. All such costs and charges will be billed directly to VCWPD as the State Water Contractor who holds the water supply contract with DWR, and will ultimately be billed to United. United

will take possession of the Transfer Water at the POD and be responsible for all costs, charges and liabilities associated with conveyance of Transfer Water downstream from the POD.

f. **Purchase Price:** United shall pay SCV Water \$120 per acre-foot of Transfer Water. Such payment shall be due promptly after delivery, and no later than thirty days after delivery. Consistent with the terms above, United is responsible for paying SCV Water for 2,000 acre-feet of Transfer Water at the price in this Section regardless of whether it is requested prior to the termination of this Agreement.

3. Miscellaneous Provisions

a. **Approvals:** United and SCV Water acknowledge that it will also be necessary for SCV Water and Casitas on behalf of VCWPD to execute a Change in Point of Delivery Agreement with DWR. SCV Water, Casitas, and United each agree to cooperate with DWR and with each other in the 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. The parties will cooperate and exercise best efforts to assist one another in obtaining any approvals which are necessary to effect deliveries of Transfer Water.

b. **Other Costs:** This Agreement identifies the total cost obligations of the parties. Neither party is responsible to the other for any costs other than those identified herein.

c. **CEQA:** The parties agree that the transfer of water contemplated by this Agreement is exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3) because it will involve no change in the type of use or expansion of use of either United or SCV Water's existing infrastructure facilities. Rather, the water transfer will involve the exercise of United and SCV Water's existing right to SWP water, and the transfer of said water between United and SCV Water pursuant to the terms of this Agreement. Any transfer pursuant to this Agreement will consist merely of the continued operation of United and SCV Water's existing facilities and the parties agree that there are no unusual circumstances that would trigger the need for further CEQA review.

d. **Liability:** Neither party hereunder shall be liable to the other party, nor subject to any claim, demand, causes of action, costs, expenses, loss, or damage or injury of any kind or any nature whatsoever in connection with the control, handling, use, disposal, or distribution of water supplied to the other party after such water has been delivered to the other party or its designee.

e. **Notices, Confirmation and Communication:** Notices, confirmation and communication shall be in the form of emails, followed by written notice delivered

personally or by U.S. mail or facsimile, and effective on the date of the first received to the following addresses:

United Water Conservation District
Attn: Mauricio Guardado, General Manager
1701 North Lombard Street, Suite 20
Oxnard, CA 93030
Telephone: 805-525-4431
Facsimile: 805-525-2661
Email: mauriciog@unitedwater.org

Santa Clarita Valley Water Agency
Attn: Matthew Stone, General Manager
27234 Bouquet Canyon Road
Santa Clarita, CA 91350
Telephone: 661-297-1600
Facsimile: 661-297-1610
Email: mstone@clwa.org


In witness whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

United Water Conservation District

Santa Clarita Valley Water Agency

DocuSigned by:

06F144CA40FE480...
Mauricio E. Guardado, Jr.
General Manager

DocuSigned by:

1C50DE94EC6B485...
Matthew G. Stone,
General Manager



September 20, 2023

SENT VIA EMAIL: SWPContracts@water.ca.gov

Patrick Luzuriaga, P.E.
Supervising Engineer
SWP Water Supply Contracts Unit
Division of Operations and Maintenance
California Department of Water Resources
1516 9th St, Sacramento, CA 95814

RE: Compliance with Article 57(g) of the Water Supply Contract with respect to the 2023 Water Transfer Agreement Between United Water Conservation District and Santa Clarita Valley Water Agency

Dear Mr. Luzuriaga,

On September 20, 2023, the Santa Clarita Valley Water Agency ("SCV Water") and United Water Conservation District ("UWCD"), member agency of Ventura County Watershed Protection District ("VCWPD"), entered into the agreement entitled "Water Transfer Agreement Between United Water Conservation District and Santa Clarita Valley Water Agency". VCWPD has assigned administration of its VCWPD State Water Project water supply contract with the California Department of Water Resources (DWR) to the Casitas Municipal Water District ("Casitas"). This agreement provides terms for a non-permanent water transfer for up to 10,000 acre-feet of SCV Water's 2023 Table A Water delivered by December 31, 2023.

This letter is being provided as part of our request for approval of the transfer to serve as documentation that SCV Water and VCWPD in considering this transfer request has complied with Article 57(g) of its Water Supply Contract, namely:

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



If you have any questions regarding this letter or any of the matters referenced in it, please contact Sarah Fleury at (661) 513-1282 or by email at sfleury@scvwa.org.

Respectfully,

DocuSigned by:

Matthew G. Stone

1C50DE94EC6B485...

Matthew G. Stone, General Manager
Santa Clarita Valley Water Agency
and

DocuSigned by:

Michael Flood

C60035FE4C3546D...

Mike L. Flood, General Manager
Casitas Municipal Water District
Administrator of VCWPD DWR Water Contract

cc: Mauricio Guardado, General Manager
1701 North Lombard Street, Suite 20
Oxnard, Ca 93030
mauriciog@unitedwater.org

Manny Bahia, Infrastructure Manager
State Water Contractors
1121 L Street, Suite 1050
Sacramento, Ca 95814
mbahia@swc.org

NOTICE OF EXEMPTION

To: Registrar-Recorder/County Clerk
Los Angeles County
12400 Imperial Highway
Norwalk, CA 90650

From: Santa Clarita Valley Water Agency
27234 Bouquet Canyon Road
Santa Clarita, CA 91350

To: County Clerk and Recorder
Ventura County
800 S. Victoria Ave, Location #1260
Ventura, CA 93009

Project Title: Water Transfer Agreement between United Water Conservation District and Santa Clarita Valley Water Agency

Location -- Specific: The Santa Clarita Valley Water Agency (SCV Water) is located in Santa Clarita, California. The United Water Conservation District (UWCD) is located in Ventura County, California.

Location -- Counties: Los Angeles County & Ventura County

Description of Activity: In 2023, UWCD anticipates having storage capacity available for additional 2023 water supplies in order to improve water reliability for future years. SCV Water anticipates having surplus 2023 State Water Project (SWP) Table A supplies after meeting all local demands, recharging banking programs, and reserving a portion of supplies for SCV Water's 2024 demands.

SCV Water and UWCD desire to enter into a non-permanent water transfer program whereby SCV Water would transfer up to 10,000 AF of 2023 SWP Table A to UWCD for use within their service area. Water will be delivered to UWCD via the California Aqueduct to Reach 29 (Pyramid Lake to Piru Creek) or Reach 30 (Castaic Lake to Castiac Creek). The term of the agreement shall be from November 1, 2023, through June 30, 2024. A maximum of up to 10,000 acre-feet of SCV Water SWP Table A shall be delivered by December 31, 2023.

Name of Public Agencies Approving or Carrying Out Activity: Santa Clarita Valley Water Agency (Lead Agency), United Water Conservation District, member agency of Ventura County Watershed Protection District (State Water Project Contractor) who has assigned administration of its SWP water supply contract with the California Department of Water Resources to the Casitas Municipal Water District (Responsible Agencies).

Exempt Status:

- ☐ Ministerial
- ☐ Declared Emergency
- ☐ Emergency Project
- ☒ **Categorical Exemption.** CEQA Guidelines Section 15301 Existing Facilities
- ☒ **Statutory Exemption.** CEQA Guidelines Section 15061(b)(3)

Reasons why activity is exempt:

Non-Permanent Water Transfer Agreement with UWCD

The project, aka the whole of the action, qualifies for an exemption under CEQA Guidelines Section 15301 Existing Facilities as SCVWA finds that approval of the proposed water transfer has no possibility for significant effect on the environment for the following reasons:

1. The proposed action consists of a one-time water transfer that will use existing facilities and would not require any construction or grading
2. The proposed action does not constitute a new permanent source of water supply and will not result in any growth inducing or cumulative environmental impacts.

The short-term water transfer agreement is also exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the "common sense exemption," which provides that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Here, SCVWA finds the water transfer agreement is exempt from CEQA as "it will involve no change in the type of use or expansion of use of either UWCD or SCV Water's existing infrastructure facilities. Rather, the water transfer will involve the exercise of UWCD and SCV Water's existing right to SWP water, and the transfer of said water between UWCD and SCV Water will consist merely of the continued operation of UWCD and SCV Water's existing facilities, and so "will have no significant effect on the environment."

None of the exceptions listed in Section 15300.2 of the CEQA Guidelines would apply to the action.

Lead Agency Contact Person: Sarah Fleury

Telephone: (661) 513-1282

Signature:  **Title:** Water Resources Planner **Date:** 9/20/2023

- ☒ Signed by Lead Agency
- ☒ Signed by Applicant

Date received for filing by County Clerk:
