



## NOTICE TO STATE WATER PROJECT CONTRACTORS

NUMBER: 08-01

DATE: FEB 14 2008

SUBJECT: SWP Participation in the Yuba  
County Water Purchase Agreement  
for the Yuba Accord

FROM:

A handwritten signature in black ink, appearing to be "John R. ...", is written over a horizontal line.

DIRECTOR, DEPARTMENT OF WATER RESOURCES

The Department of Water Resources (DWR) has entered into a Water Purchase Agreement with Yuba County Water Agency for implementing the Yuba River Accord. DWR will make water available from the Yuba Accord to State Water Project (SWP) Contractors that enter into Agreements with DWR for the purchase of this water. Attached for your review is the uniform contract that DWR and participating SWP Contractors that desire to participate in the Accord will execute, titled, "AGREEMENT FOR THE SUPPLY AND CONVEYANCE OF WATER BY THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA TO THE PARTICIPATING STATE WATER PROJECT CONTRACTORS UNDER THE DRY YEAR WATER PURCHASE PROGRAM" (Agreement).

DWR will administer the Agreements similar to prior Dry Year Water Purchase Programs. SWP Contractors will pay for water each year in accordance with the prices and amounts provided by the Agreement. Delivery of Yuba Water will be in accordance with Article 55 and Article 12(f) of the SWP long-term water supply Agreement as capacity is available.

Dry year water supplies available under the Yuba Accord are estimated to be up to 140,000 acre-feet in years in which Components 2-4 water is made available. As provided by the Agreement this water will be shared equally between the San Luis & Delta-Mendota Water Authority (SLDMWA) and the group of participating SWP Contractors. Sharing among the participating SWP Contractors is based on their relative Table A contract amounts. However, participating SWP Contractors may arrange for different sharing subject to mutual agreement. The SWP Contractors purchasing the water will be responsible for any carriage water cost and other costs related to the transfer of the water as specified in the Agreement, such as ground water operation and maintenance costs. The Agreement provides for the SWP Contractor who participates in the program to decide the amount of option water they may want in any given year. However, there are also fixed amounts of water that must be taken and paid for in some very dry years and fixed costs that will become the responsibility of the participating SWP Contractors.

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Any SWP Contractor that desires to participate in the purchase of the Yuba water must comply with CEQA as a responsible agency and adopt CEQA findings citing the Yuba Accord EIS/EIR. The SWP Contractor must execute the Agreement no later than April 1, 2008.

The Agreement includes complex accounting of costs to be paid to Yuba County Water Agency, for which DWR needs an unchanging contractor base for the initial eight years of the Agreement. Therefore, there will be no late entry into the program after April 1, 2008.

Please contact Robert B. Cooke, Chief of DWR's State Water Project Analysis Office, at (916) 653-4313, if you would like to participate in the Yuba Accord water purchase. After you notify DWR, we will develop a specific Agreement for your agency based on the uniform contract.

Attachments

Program, please sign below in the space provided and return all three pages of this attachment to the State Water Project Analysis Office. A Contractor's signature indicates acceptance of the criteria, procedures, and charges established for this Program.

ACCEPTED:

Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

AGENCY CONTACT:

Authorized Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Telephone