

**AGREEMENT
FOR A WATER EXCHANGE
BETWEEN
ANTELOPE VALLEY EAST-KERN WATER AGENCY AND
SANTA CLARITA VALLEY WATER AGENCY**

This Agreement is made and entered into on September 11, 2019, by and between Antelope Valley East-Kern Water Agency, referred to herein as "AVEK", and Santa Clarita Valley Water Agency, referred to herein as "SCVWA".


RECITALS

- A. SCVWA and AVEK desire to exchange up to 7,500 acre-feet of SCVWA's 2019 State Water Project ("SWP") Table A amount ("SWP Water") under a 2:1 ("Exchange Quantity Ratio") program whereby for every two (2) acre-feet of water delivered by SCVWA to AVEK (collectively, "SCVWA Water"), AVEK shall return one (1) acre-foot to SCVWA ("AVEK Water"); and
- B. SCVWA desires to deliver up to 7,500 acre-feet ("AF") of SCVWA Water to AVEK to avoid possible loss of said water including possible spill of carry-over water from San Luis Reservoir; and
- C. AVEK anticipates having sufficient capacity in its existing water management programs to take up to 7,500 AF of SCVWA Water prior to December 31, 2020; and
- D. AVEK and SCVWA have entered into an exchange agreement with the Department of Water Resources ("DWR") to facilitate the delivery and return of water under this Agreement; and
- E. AVEK and SCVWA have determined that the exchange provided for in this Agreement is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301 of the State Guidelines.

Now, therefore, incorporating the foregoing recitals herein, the parties agree to a water exchange with the following terms and conditions:

- 1. Term:** The term of this Agreement shall commence on the effective date first above written and, unless extended as provided in Section 2.c. and/or Section 3.c. below, shall terminate on the earlier of (i) December 31, 2029, or (ii) completion of the exchange by full return of AVEK Water to SCVWA.

2. Delivery of SCVWA Water to AVEK

- a. **Exchange amount:** SCVWA may deliver up to 7,500 AF of SCVWA Water to AVEK.
- b. **Point of delivery:** The point of delivery of SCVWA Water to AVEK shall be at AVEK's turnout(s), Reaches 18A through 22B of the California Aqueduct
- c. **Scheduling:** The period of delivery of SCVWA Water to AVEK shall be through December 31, 2019.  In the event the SCVWA Water is not delivered prior to December 31, 2019, the parties shall request a one-year extension from the DWR for the delivery of the SCVWA Water. The total quantity of SCVWA Water delivered to AVEK by December 31, 2020 reflects the final exchange quantity and, with the Exchange Quantity Ratio applied, determines the amount of AVEK Water to be returned to SCVWA. The specific scheduling of the deliveries to AVEK shall be coordinated pursuant to applicable operation schedules.
- d. **Costs:** For delivery of SCVWA Water to AVEK, AVEK shall pay the Variable OMP&R charges to the point of delivery.

3. Delivery of AVEK Water to SCVWA

- a. **Exchange amount:** For every two (2) acre-feet of SCVWA Water delivered to AVEK, AVEK shall return one (1) acre-foot to SCVWA (Unbalanced Exchange).
- b. **Point of delivery:** The point of delivery of AVEK Water to SCVWA shall be Reach 30 of the California Aqueduct.
- c. **Scheduling:** SCVWA may call for the return of AVEK Water when the then-current SWP Table A allocation is greater than 30%, but less than 50%. SCVWA shall make a request for return of AVEK water no later than May 1 of the proposed return year. In the event the AVEK Water is not returned prior to December 31, 2029, the parties shall request from the DWR a five-year extension on the return of AVEK Water.
- d. **Costs:** SCVWA shall pay the Variable OMP&R charges to the point of delivery for the AVEK Water.

4. Miscellaneous Provisions

- a. **Approvals:** The parties shall cooperate and exercise best efforts to assist one another in obtaining any approvals which are necessary to effect deliveries of exchange water per this Agreement.
- b. **Other Costs:** This Agreement identifies the total costs of the exchange. Neither party shall be responsible for any costs other than those identified herein.

- c. **Liability:** Neither party hereunder shall be liable to the other party, nor subject to claim or damage of any nature whatsoever for 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.
- d. **Notices, Confirmation and Communication:** Notices, confirmation and communication shall be in the form of emails, or by written notice delivered personally or by U.S. mail or facsimile, and effective on the date of the first received to the following:

Antelope Valley East-Kern Water Agency
Attn: Dwayne Chisam, General Manager
6450 West Avenue N
Palmdale, CA 93551
Telephone: 661-943-3201
Facsimile: 661-943-3204
Email: dhisam@avek.org

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

- e. **Long Term Program:** Water placed into storage pursuant to this Agreement may, at SCVWA's option be transferred into any long-term exchange program that SCVWA and AVEK may negotiate.


5. Force Majeure

All obligations of the parties other than monetary or payment obligations shall be suspended for so long as and to the extent the performance thereof is prevented, directly or indirectly, by earthquakes, fires, tornadoes, facility failures, floods, drought, strikes, other casualties, acts of God, orders of court or governmental agencies having competent jurisdiction, or other events or causes beyond the control of the parties. In no event shall any liability accrue against a party, its officers, agents or employees, for any damage arising out of or connected with a suspension of performance pursuant to this Section 5. When a party's performance is hindered, interrupted or prevented by a cause identified herein, the affected party shall provide written notice to the other party as soon as reasonably practical. Such notice shall identify the cause of the hindrance and the estimated length that such hindrance shall likely remain in place. Promptly after the hindrance is removed or ceases, the affected party shall provide written notice to the non-affected party that states that the hindrance has been removed or ceased and performance of this Agreement has been or shall be renewed.

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

Antelope Valley East-Kern Water Agency

Santa Clarita Valley Water Agency

By: 

Dwayne Chisam, General Manager

By: 

Matthew G. Stone, General Manager

*Stephen L Cole, Assistant
General Manager*