

11.6 | WATER SUPPLY BACKGROUND MATERIAL

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 9 day of September 2009 ("Effective Date"), by and between the City of Coachella, a general law city in California ("City") and Coachella Valley Water District, a public agency of the State of California ("CVWD"). Each party hereto may be hereafter referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. Whereas CVWD and City recognize that the Whitewater River Groundwater Basin is in a state of overdraft, and that Coachella Valley water purveyors must act together to ensure that the Coachella Valley has sufficient water supplies to meet its current and future demands;
- B. Whereas, Coachella Valley Water Management Plan ("CVWMP") was adopted to provide for management of the water supplies to meet the water needs of the Coachella Valley and correct the overdraft of the groundwater basin, and
- C. Whereas, the CVWMP planning period is thirty-five years in the future, and is updated each five years, and
- D. Whereas the District is currently conducting the first five-year update to the CVWMP,
- E. Whereas, the CVWMP relies on water conservation, source water substitution and supplemental water supplies to meet the areas water needs, and
- F. Whereas the City is a municipal water supplier which pumps water from the Whitewater River Groundwater Basin, and
- G. Whereas the City through its General Plan recognized and supports the CVWMP including water conservation, source water substitution and supplemental water supplies water to meet the areas water needs, and
- H. Whereas, the City desires to insure a reliable water supply within its Sphere of Influence through actions consistent with the CVWMP, and
- I. Whereas the City desires to provide for its fair share of supplemental water for developments approved by the City or served by the City's water system, and
- J. Whereas the City desires to provide water service to future developments with water needs that were not included in the current CVWMP, and

K. The Parties desire to enter certain understandings with respect to insuring reliable long-term water supplies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The City agrees to:

- (a) Undertake measures effective to satisfy the water conservation goals of the CVWMP.
- (b) Cooperate with source substitution projects identified in the CVWMP.
- (c) Provide for supply of supplemental water for developments approved by the City and/or supplied by the City's water system after January 1, 2010, by any combination of the following, in a manner consistent with, and not in excess of, any requirements imposed by CVWD within its service territory:
 - (1) Water Conservation criteria in excess of the goals of the CVWMP. For example, by adopting low water use landscaping requirements which reduce water use in excess of the current CVWMP water conservation goals.
 - (2) Source Substitution not identified in the current CVWMP. For example, using recycled wastewater effluent of the City's Wastewater Treatment Plant for landscape irrigation instead of using groundwater.
 - (3) Acquire supplemental water supplies sufficient to offset the impacts of new water demands within the City or supplied by the City's water system.
 - (4) Participate in funding CVWD's acquisition of supplemental water supplies sufficient to offset the impacts of new water demands approved by the City or supplied by the City's water system. The amount paid for supplemental water supplies shall not exceed CVWD's Supplemental Water Supply Charge for similar development types and water requirements in effect at the time paid.
- (d) Provide water system demand data and projected water demand data for proposed projects to be utilized for planning and water accounting purposes.

2. CVWD agrees to:

- (a) Include water demands projections for areas within the City's Water Service Area and/or City's Sphere of Influence in the current and successive updates of the CVWMP.

- (b) Involve the City to extent reasonably possible in the CVMWP update process and consider in good faith any input the City may offer.
 - (c) If the City funds acquisition of supplemental supplies in paragraph 1 (c) (4), to use its powers to purchase and hold title to and deliver supplemental water supplies for the benefit of the City.
- 3. The City and CVWD agrees to:
 - (a) Work cooperatively to complete studies, and adopt regulations and MOUs necessary to formalize the understandings herein.
 - (b) Work cooperatively to each amend their Urban Water Management Plans to address water supplies for areas within the City's sphere of influence.
- 4. The Parties hereto agree to cooperate with each other in furthering the purposes of this MOU. The Parties hereby agree to take such other actions and execute such other reasonable documents as are consistent with this MOU and as are reasonably necessary to effectuate this MOU; provided, however, that the foregoing shall not require Parties to take any legislative action or exercise its discretion in any particular manner.
- 5. This MOU contains the final and complete agreement between the Parties with respect to the matters herein discussed and supersedes all previous communications and agreements between them with respect to the subject matter hereof, whether oral or written, to the extent such prior communications and agreements are not consistent with this MOU.
- 6. In the event that any action or proceeding is commenced between the Parties hereto to enforce or interpret any term of this MOU, each party shall bear its own costs and fees. The costs and fees shall include, without limitation, attorneys' costs and fees incurred on appeal and those incurred in enforcing any judgment rendered in any such action or proceeding.
- 7. All notices shall be in writing and shall be considered given and received: (i) when delivered in person to the recipient named below; or (ii) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or (iii) on the date of delivery shown in the records of an express courier such as Federal Express or DHL; or (iv) on the date of delivery by facsimile transmission to the recipient named below. All notices shall be addressed as followed:

If to District:

General Manager/Chief Engineer
Coachella Valley Water District
P.O. Box 1058
Coachella, Ca 92236-1058

If to City:

City Manager
City of Coachella
1515 Sixth Street
Coachella, CA 92236

Any Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

8. This MOU and all its provisions shall in all respects be interpreted, construed, enforced, and governed by and under the laws of the State of California, without regard to its conflict of laws principles.
9. Any action or proceeding brought respecting this MOU shall be instituted and maintained in the appropriate court in the County of Riverside, California.
10. This MOU may be modified only by another written instrument duly authorized, executed, acknowledged by both Parties. The MOU may be terminated by either party after 6 months notice and only after a good faith effort to resolve any dispute that may arise hereunder.
11. The provisions of this MOU are specifically made severable. If any clause, provision, right, or remedy provided for herein is determined to be unlawful or unenforceable, the remainder of this MOU shall remain in effect and shall be enforced as if such clause, provision, right, or remedy were not contained herein.
12. The language in all parts of this MOU shall in all respects be construed as a whole according to its fair meaning, and not strictly for or against any other Party. This MOU is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this MOU.
13. This MOU may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire agreement of the Parties hereto.
14. Each individual executing this MOU hereby represents and warrants that he or she has the full power and authority to execute this MOU on behalf of the named Parties.

IN WITNESS WHEREOF, the Parties have demonstrated their intent to implement the terms of the MOU by signing this MOU, effective as of the date above written.

DISTRICT:

COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California

By: 

Its: GENERAL MANAGER

CITY:

CITY OF COACHELLA, a general law city of the State of California

By: 

Its: Interim City Manager

RESOLUTION OF THE BOARD OF DIRECTORS OF
COACHELLA VALLEY WATER DISTRICT

RESOLUTION NO. 2009-167

1 BE IT RESOLVED by the Board of Directors of the Coachella Valley Water District
2 assembled in adjourned regular meeting this 18th day of August, 2009, that the appropriate
3 officers are hereby authorized to execute on behalf of this District, a Memorandum of
4 Understanding with the City of Coachella.

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10 STATE OF CALIFORNIA)
11 COACHELLA VALLEY WATER DISTRICT) ss.
12 OFFICE OF THE SECRETARY)

13 I, JULIA FERNANDEZ, Secretary of the Board of Directors of the Coachella Valley
14 Water District, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of
15 Resolution No. 2009-167 adopted by the Board of Directors of said District at a adjourned
16 regular meeting thereof duly held and convened on the 18th day of August, 2009, at which
17 meeting a quorum of said Board was present and acting throughout. The Resolution was
18 adopted by the following vote:


19 AYES: Five

20 NOES: None

21 ABSTAIN: None

22 Dated this 18th day of August, 2009.

23
24 (SEAL)

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26
27

Board Secretary

MEMORANDUM OF UNDERSTANDING
REGARDING IMPLEMENTATION OF
PRIOR MEMORANDUM OF UNDERSTANDING
REGARDING COACHELLA VALLEY WATER MANAGEMENT PLAN

This Memorandum of Understanding (“Implementation MOU”) is entered into effective this 27th day of Feb 2013 (“Effective Date”), by and between the City of Coachella, a general law city in California (“City”) and Coachella Valley Water District, a public agency of the State of California (“CVWD”). Each party hereto may be hereafter referred to individually as a “Party” and both may be referred to collectively as the “Parties”.

RECITALS

A. In 2009, City and CVWD entered into a Memorandum of Understanding (“Water Plan MOU”) committing themselves to cooperate in implementing the goals and objectives of the Coachella Valley Water Management Plan (“CVWMP”), as the CVWMP may be amended or updated from time to time. The Water Plan MOU provides, in part, that the City may participate in funding CVWD’s acquisition of Supplemental Water Supplies (“SWS”) to offset, in whole or in part, water demands of new projects approved by the City or supplied by the City’s domestic water system, provided that the City complies with the Water Plan MOU, including the payment to CVWD of CVWD’s Supplemental Water Supply Charge (“SWSC”).

B. This Implementation MOU is intended to implement the Water Plan MOU with respect to the acquisition of SWS and the processing of Water Supply Assessments required by SB 610, Water Code section 10910 et seq. (“WSAs”) and Written Verifications required by SB 221, Government Code section 66473.7 (“Written Verifications”) for new projects entitled by the City to the extent that such projects rely, in whole or in part, on the acquisition of SWS pursuant to section 1(c)(4) of the Water Plan MOU.

C. The goal of both the Water Plan MOU and this Implementation MOU is to ensure that the Coachella Valley has sufficient water supplies to meet its current and future demands and to allow the City to access SWS for new developments within the City in a manner that is consistent with the CVWMP.

D. This Implementation MOU is intended to supplement and further implement, but not modify, the Water Plan MOU. In the event of an inconsistency or ambiguity between the terms of the Water Plan MOU and this Implementation MOU, the terms of the Water Plan MOU shall control.

AGREEMENT

1. Supplemental Water Supply Charge (“SWSC”)

(a) City will take reasonable steps to adopt and update its own SWSC based on CVWD’s SWSC within 120 days of CVWD’s action to update the current SWSC fee and any future updates. CVWD shall provide City with at least 60 days notice of any future update to CVWD’s SWSC in order that City has an opportunity to review and comment on the updated fee study. City may impose a SWSC in excess of CVWD’s SWSC to recoup City’s costs in administering the SWS program. Subject to project-specific calculations pursuant to Section 2(b) below, the City’s SWSC will be based on annual consumption factors with return flows and supplemental water costs that result in SWSC unit costs per acre by development type that are approximately equal to the SWSC unit costs per acre as published in CVWD’s most recent Water System Backup Facility Charge Study.

(b) CVWD will cooperate with, and provide such information within CVWD’s possession or control to, City to facilitate City’s adoption of a SWSC and subsequent updates thereto in accordance with section 1(a) above.

(c) For new development projects under consideration by the City that will rely on SWS pursuant to section 1(c)(4) of the Water Plan MOU, City will impose on the project, as a condition of recordation of a final subdivision map or parcel map, or prior to the first water meter connection, whichever comes first, the City’s then current SWSC. The City will be allowed to condition projects to collect the SWSC through an approved phasing plan that is comparable to CVWD fee-collection policies in effect at that time. Within 30 days of receiving a SWSC payment from developer, City will remit CVWD’s portion of the SWSC to CVWD.

(d) Any SWSC funds remitted by the City to CVWD shall be deemed used for the acquisition of SWS needed to supply the demands of the development project for which the SWSC is paid. CVWD will hold entitlement and deliver such SWS for the benefit of the City as the retail water provider for the project.

2. Water Supply Assessments and Written Verifications

(a) For new development projects under consideration by the City that will rely on SWS pursuant to section 1(c)(4) of the Water Plan MOU, City will use its best efforts to submit a draft WSA or draft Written Verification to CVWD for review at least 30 days prior to approval by the City. CVWD will use its best efforts to provide City with any comments on a draft WSA or draft Written Verification within 15 days of receiving the document for review.

(b) If City’s calculation of SWS required for a project is different than CVWD’s calculation using its “Supplemental Water Supply Charge by Development Type” chart, City and CVWD agree to meet and confer in good faith to develop a mutually agreed upon amount of SWS needed for the project and to resolve related issues. The object of meet and confer will be to determine the amount of SWS needed for the project in a manner that is consistent with best engineering estimates and accounts for factors including but not limited to comparable projects and specific project design features.

(c) Upon CVWD's review and City's finalization of a draft WSA or Written Verification in accordance with section 2(a) above, CVWD will issue a letter to the City confirming that CVWD has reviewed and concurs with the WSA or Written Verification, and that, subject to appropriate conditions, CVWD has the ability to provide sufficient SWS to meet project demands as set forth by the WSA or Written Verification.

3. Additional Terms

(a) Paragraphs 1 through 14 of the Water Plan MOU are incorporated herein by this reference, and the Water Plan MOU remains in full force and effect.

(b) Notwithstanding the provisions of this Implementation MOU, the Parties hereto continue to recognize and support the City's agreements as set forth in the Water Plan MOU, such that nothing herein shall be construed to limit City efforts to develop projects and provide for SWS for developments in accordance with section 1(c) of the Water Plan MOU.

(c) As of the Effective Date hereof, the Parties recognize that an application for development has been submitted to the City for the proposed La Entrada Specific Plan, and that the Water Plan MOU and this Implementation MOU are intended to apply to the use of SWS for said project.

IN WITNESS WHEREOF, the Parties have demonstrated their intent to supplement and further implement the Water Plan MOU by signing this Implementation MOU as of the Effective Date above written.

CVWD:

CITY:

COACHELLA VALLEY WATER
DISTRICT, a public agency of the State of
California

CITY OF COACHELLA, a general
law city of the State of California

By:  02-27-13
J. M. Barrett

By:  02-27-2013
David Garcia

Its: Acting General Manager

Its: City Manager

SUMMARY OF FACTORS HAVING THE POTENTIAL TO AFFECT SWP DELIVERIES

Updated June 2014

TOPIC	CASE NAME & ISSUE	FILING DATE	RECENT DEVELOPMENTS
<p>OCAP BIOLOGICAL OPINIONS</p>	<p>2008 Delta Smelt Biological Opinion <i>San Luis Delta Mendota Water Authority v. Salazar</i></p> <p><i>E.D. Cal. (1:09-CV-00407)</i></p> <p><i>9th Circuit Court of Appeals (11-15871, 11-16617, 11-16621, 11-16623, 11-16624, 11-16660, 11-16662, 11-17143)</i></p> <p>Water agencies challenge 2008 Delta Smelt Biological Opinion, which imposes flow restrictions on the State Water Project and Central Valley Project to protect Delta smelt.</p>	<p>3-3-2009</p> <p>2011</p>	<p>On March 13, 2014 the Ninth Circuit of the United States Court of Appeals overturned the district court's decision that the Bureau of Reclamation ("BOR") unlawfully failed to prepare an adequate NEPA analysis before adopting the 2008 Biological Opinion ("BO"). The Ninth Circuit held that U.S. Fish and Wildlife Service's ("FWS") BO was sufficiently explained and its issuance was not arbitrary and capricious, except that BOR failed to perform a proper NEPA analysis for the impacts of the Projects' changed operations. On May 12, 2014, the State Contractors, Federal Contractors, and DWR each filed petitions for rehearing before an 11-member panel of Ninth Circuit ("<i>en banc</i>" rehearing). Several briefs arguing the court should rehear the case were subsequently filed by hydroelectric power associations, ACWA, Friant Water Authority, Southern California Water Committee, Northern California Water Association, California Building Industry Association, California Forestry Association, farm credit and bank organizations, California Farm Bureau Federation, Western Growers Association, National Council of Farmer Cooperatives, Conaway Preservation Group, and six states (Nebraska, Kansas, Alaska, South Carolina, Wyoming, and Oklahoma). The original Ninth Circuit panel invited oppositions to the petitions, which were due in mid-June 2014. If rehearing is granted, the Ninth Circuit may ultimately revise its earlier March 13 decision.</p> <p>Remanded Biological Opinion. The district court continues to manage the remand for the BO. In March 2014, the court granted an extension for completing the BO and ordered the parties to provide updates every 4 months. The court will not take action on the Ninth Circuit's Smelt ruling until a final mandate is issued to take action. The parties continue to prepare a new BO in the interim until any such mandate order issues.</p>
	<p>2009 Salmon Biological Opinion <i>San Luis Delta-Mendota Water Authority v. Locke</i></p> <p><i>E.D. Cal. (1:09-CV-01053)</i></p> <p><i>9th Circuit Court of Appeals (12-15144, 12-15289, 12-15290, 12-15291, 12-15293, 12-15296)</i></p>	<p>6-15-2009</p> <p>2012</p>	<p>In September 2011, the federal district court ruled that the Salmon BO was inadequate and ordered that a new BO be prepared. Appeals were filed. On March 26, 2014, the Ninth Circuit requested additional briefing from the parties regarding the impact of the recent Smelt appeal decision (see above) on the arguments in the pending Salmon BO appeal. Hearing is scheduled for September 15, 2014.</p>

TOPIC	CASE NAME & ISSUE	FILING DATE	RECENT DEVELOPMENTS
	Water agencies challenge 2009 Salmon Biological Opinion, which imposes flow restrictions to protect salmon.		Remanded Biological Opinion. In March 2014, the district court granted an extension for completing the BO, but ordered the parties to provide updates every 4 months to the court regarding the remand process.
LONGFIN SMELT	<p>Longfin Smelt Protection under CESA 12-8-2008 <i>State Water Contractors v. Dept. Fish & Wildlife</i> <i>Sacramento County Superior Court (34-2009-80000203)</i></p> <p>State Water Contractors (“SWC”) challenged DFW’s recommendation of permanent protection of Longfin smelt under the California Endangered Species Act (“CESA”) and the “take” permit issued to DWR.</p>		SWC, DFW and DWR reached a settlement and dismissal was granted on February 20, 2014. Among other terms, the settlement calls for implementation of a 3-year Longfin Smelt Study Program to be paid for, in large part, by relaxation of certain study requirements in the Longfin take permit.
BAY-DELTA LITIGATION (OTHER THAN ENDANGERED SPECIES)	<p>Public Trust Challenge to Delta Exports 9-3-2010 <i>California Water Impact Network (“CWIN”) v. SWRCB</i> <i>Sacramento County Superior Court (34-2010-80000653)</i></p> <p>Environmental and fisheries advocates allege Delta exports violate the public trust doctrine and are unconstitutional, and seek to compel SWRCB to adopt and enforce flow, salinity, and temperature standards in the Bay-Delta. DWR is also a respondent, and State Water Contractors have intervened.</p>		DWR and SWC contend these issues have already been determined by litigation related to the Water Right Decision 1641 that is now final. The administrative record has not yet been lodged. On June 14, 2011, the court entered an updated order that confirmed that each responding party has until 30 days after lodging of the administrative record to file its answer to the petition. On July 1, 2011, the U.S. Bureau of Reclamation, which was named by Petitioners as a real party in interest, filed a statement that it will not waive sovereign immunity. No current developments exist in the case.
MONTEREY PLUS LITIGATION	<p>Monterey Plus CEQA & Validation Action (“Central Delta I”) 6-3-2010 <i>Central Delta Water Agency (“CDWA”), et al. v. DWR</i> <i>Sacramento County Superior Court (34-2010-80000561)</i></p> <p>Delta water agencies and environmental and fisheries advocates seek a ruling that the Monterey Amendments are invalid, decertification of the Monterey Plus EIR, and reversal of DWR’s approval of Monterey Plus.</p>		<p>Central Delta and other challengers seek to invalidate the Monterey Plus EIR and the Monterey Plus Project. On April 25, 2012, the court entered an order bifurcating the issues for a series of trials. Phase One, dealing with affirmative defenses based upon statute of limitations, laches, and mootness was tried by the court on November 2, 2012. On January 31, 2013, the court issued a Final Statement of Decision finding that plaintiffs’ second and third causes of action (for reverse validation and mandamus) were untimely and thus barred. The court also found that challenges to the DWR-KWBA transfer were barred by the Annual Validating Act and other legal defense(s).</p> <p>The hearing on the remaining CEQA cause of action challenging the sufficiency of the 2010 EIR was held on January 31, 2014. The Central Delta I and Rosedale CEQA challenges were consolidated for a combined</p>

TOPIC	CASE NAME & ISSUE	FILING DATE	RECENT DEVELOPMENTS
			<p>hearing on the CEQA issues. The court issued its ruling on March 5, 2014, rejecting the majority of the petitioners' challenges and finding one lone impact that required further analysis – the EIR's discussion of the Kern Water Bank's potential future impacts on the project, particularly as to potential groundwater and water quality impacts. At this point it does not appear this lone issue identified by the court will result in any injunctive relief or impact to Kern Water Bank operations. The court has set a further hearing on the remedies phase related to the analysis of the Kern Water Bank for September 5, 2014.</p>
MONTEREY PLUS LITIGATION	<p>Kern Water Bank Transfer (“Central Delta II”) <i>CDWA, et al. v. Kern County Water Agency</i> <i>Sacramento County Superior Court (34-2010-80000719)</i></p> <p>Delta water agencies and environmental and fisheries advocates seek to restore the Kern Water Bank to public ownership contrary to the Monterey Plus Project.</p>	<p>7-2-2010</p>	<p>The case continues to be stayed by the court until resolution of the Central Delta I case (above). Central Delta II challenges the second part of the Kern Water Bank transfer, i.e., the transfer from KCWA to KWBA, and could be subject to the same time-bar defenses against the reverse validation and mandamus causes of action successfully asserted in Central Delta I (above).</p>
	<p>Kern Water Bank Transfer (“Rosedale Litigation”) <i>Rosedale–Rio Bravo Water Storage Dist., et al. v. DWR</i> <i>Sacramento County Superior Court (34-2010-80000703)</i></p> <p>Rosedale-Rio Bravo and Buena Vista Water Storage Districts seek to overturn DWR's approval of the Kern Water Bank transfer, and to compel DWR to consider the transfer's impacts on groundwater levels in the Kern River aquifer.</p>	<p>6-3-2010</p>	<p>See “Central Delta I,” above. The Rosedale case was consolidated with Central Delta I for resolution of the CEQA challenge. (See discussion above.)</p>
DELTA PLAN	<p>DELTA STEWARDSHIP COUNCIL CASES <i>State Water Contractors et al. v. Delta Stewardship Council</i> <i>Judicial Council Coordinated Proceeding No. 4758 (coordinated in Sacramento County Superior Court)</i></p> <p>A challenge by The State Water Contractors and 25 other plaintiffs to overturn the Delta Stewardship Council's (“Council”) adoption of the Delta Plan (the</p>	<p>June 14, 2013</p>	<p>On May 16, 2014 the superior court ordered that a traditional briefing process will be used (all issues to be briefed concurrently). The parties are currently conferring on a briefing schedule. A Case Management Conference with the court is scheduled for July 18, 2014.</p>

TOPIC	CASE NAME & ISSUE	FILING DATE	RECENT DEVELOPMENTS
	<p>“Plan), promulgation of related regulations, and certification of a Program Environmental Impact Report (“EIR”) based on the Council (1) exceeding its authority under the Sacramento-San Joaquin Delta Reform Act of 2009 and (2) failing to analyze the Plan’s impacts under the California Environmental Quality Act (“CEQA”).</p>		
POWER	<p>FERC Relicensing CEQA Challenge <i>County of Butte, et al., v. DWR</i> <i>Yolo County Superior Court (CV-09-1258)</i> <i>3rd District Court of Appeal (C071785)</i></p> <p>Plumas and Butte Counties seek to decertify DWR’s EIR for the FERC relicensing project, and reverse DWR’s approval of the FERC relicensing application.</p>	8-21-2008	<p>The CEQA challenge by Plumas and Butte Counties was heard by the trial court in January 2012. In June 2012, the trial court entered judgment in favor of DWR. Plumas and Butte Counties have appealed. The State Water Resources Control Board has issued a Water Quality Certificate for the FERC relicensing of the Oroville Dam and Facilities. The court granted DWR’s request to take judicial notice of the Certificate which supports DWR’s approval of the FERC relicensing application.</p>
SHORTAGE CUTBACKS and AREA OF ORIGIN	<p>Area of Origin Challenge to SWP Exports <i>Solano County Water Agency v. DWR</i> <i>Sacramento County Superior Court (34-2008-00016338)</i></p> <p>Four northern State Water Project contractors sought to enjoin DWR from imposing Article 18 shortage provisions against them, citing “area of origin” and “county of origin” rights.</p>	7-17-2008	<p>The parties have negotiated sets of “Agreement in Principle” for settlement, to be approved by DWR and all intervening contractors prior to DWR preparing final settlement documents and any necessary CEQA documents. Many State Water Project contractors have approved the Agreement in Principle. On January 30, 2014, the court approved a stipulated settlement to dismiss the action with prejudice. The settlement requires DWR to calculate a separate SWP Table A allocation for three SWP contractors. Under the settlement, the SWP Table A allocation for those contractors will not be subject to operational or regulatory restrictions that only affect the south Delta export facilities. On March 18, 2014, the court issued an order for the dismissal of the complaint in Intervention with prejudice.</p>

