



## MEMORANDUM

TO: SLDMWA Board of Directors, Alternates

FROM: Frances Mizuno, Special Projects Administrator

DATE: September 17, 2020

RE: Resolution Authorizing Execution of Amendment 6 to the Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the San Luis & Delta-Mendota Water Authority under the Dry Year Water Purchase Program SWPAO No. 20-803, Making Determinations Related to the California Environmental Quality Act, and Authorizing Actions Related Thereto

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### BACKGROUND

On December 3, 2007, the Water Resources Committee of the San Luis & Delta-Mendota Water Authority (the "Water Authority" or "Federal Water Contractors"), acting pursuant to an express delegation of authority from the Water Authority Board of Directors (the "Board") adopted Resolution 2007-277, Resolution Authorizing Execution of Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the San Luis & Delta-Mendota Water Authority (the "DWR Dry Year Purchase Agreement").

Subsequently, the Executive Director of the Water Authority has executed and the Water Authority has entered into performance of the DWR Dry Year Purchase Agreement, as amended by Amendments Nos. 1-4.

On November 6, 2014, the Board of Director adopted Resolution 2014-385 Authorizing Execution of Amendment 5 to the Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the San Luis & Delta-Mendota Water Authority (the "DWR Dry Year Purchase Agreement") to establish new pricing for surface water made available from September 30, 2015 to September 30, 2020.

Since the pricing under Amendment 5 expires on September 30, 2020, DWR along with representatives of the State Water Contractors and the Water Authority have completed negotiations for new pricing for surface water for the remaining term of the DWR Dry Year Purchase Agreement from October 1, 2020 – September 30, 2024 and has requested that the Water Authority enter into the attached Amendment 6 to the DWR Dry Year Purchase Agreement (Amendment 6).

Certain State Water Project contractors (the “State Contractors”) have also entered into agreements substantially similar to the DWR Dry Year Purchase Agreement and DWR has requested that the State Contractors also enter into amendments to those agreements, which are substantially similar to Amendment 6.

**ISSUE FOR DECISION**

Whether the Board of Directors should adopt the Resolution Authorizing Execution of Amendment 6 to the Agreement for the Supply and Conveyance of Water by the Department of Water Resources under the Dry Year Water Purchase Program SWPAO No. 20-803, Making Determinations Related to the California Environmental Quality Act (“CEQA”), and Authorizing Actions Related Thereto.

**RECOMMENDATION**

We recommend the Board adopt the proposed resolution to authorize the execution of Amendment 6.

**ANALYSIS**

The table below provides the proposed new pricing and shows the comparison to current pricing:

Water Year	Current Pricing (\$/AF)	Proposed New Pricing (\$/AF)
Wet	50	64
Above-Normal	100	128
Below-Normal	150	191
Dry	200	255
Critical	300	383
Two or more consecutive Dry or Critical	350	447

The Yuba Dry Year Agreement has provided the Authority’s Yuba Transfers 2015-2025 Activity Agreement members substantial low cost supplemental surface water since 2008. Execution of Amendment 6 will allow the Authority to continue to purchase the Yuba Transfer Water on behalf of the Activity Agreement members. All Activity Agreement members have recommended execution of Amendment 6.

Amendment 6 is exempt from CEQA pursuant to CEQA Guidelines section 15301 (operation of existing facilities) and other applicable provisions of law. Even if CEQA compliance were required, the 2007 Final Environmental Impact Report/Environmental Impact Statement including addenda for the Proposed Lower Yuba River Accord (the “Final Yuba Accord EIR”) that is the source of water supplies for the DWR Dry Year Purchase Agreement, including certain CEQA Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and

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September 17, 2020

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reporting/Environmental Commitments Plan has analyzed environmental impacts of the project. Amendment 6 does not require subsequent or supplemental CEQA analysis.

**BUDGET**

There are no budget implications to executing Amendment 6. All costs related to the administration and purchase of Yuba Transfer Water are the responsibility of the Activity Agreement members.

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**

**RESOLUTION NO. 2020-\_\_\_**

**RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT 6 TO THE AGREEMENT FOR THE SUPPLY AND CONVEYANCE OF WATER BY THE DEPARTMENT OF WATER RESOURCES UNDER THE DRY YEAR WATER PURCHASE PROGRAM SWPAO NO. 20-803, MAKING DETERMINATIONS RELATED TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND AUTHORIZING ACTIONS RELATED THERETO**

**WHEREAS**, on December 3, 2007, the Water Resources Committee of the San Luis & Delta-Mendota Water Authority (the “Water Authority”), acting pursuant to an express delegation of authority from the Water Authority Board of Directors (the “Board”) adopted Resolution 2007-277, Resolution Authorizing Execution of Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California for the San Luis & Delta-Mendota Water Authority (the “DWR Dry Year Purchase Agreement”); and

**WHEREAS**, the Executive Director of the Water Authority has executed and the Water Authority entered into performance of the DWR Dry Year Purchase Agreement, as amended by Amendments Nos. 1-4; and

**WHEREAS**, on November 5, 2014, the Board authorized execution of Amendment 5 to the DWR Dry Year Purchase Agreement, which established prices for surface water through September 30, 2020; and

**WHEREAS**, the Department of Water Resources (“DWR”) has requested that the Water Authority enter into Amendment 6 to the DWR Dry Year Purchase Agreement (“Amendment 6”) to establish prices for surface water made available after October 1, 2020 through September 30, 2025, and the parties may terminate the Agreement if they fail to enter further amendments for water made available after September 30, 2025; and

**WHEREAS**, certain State Water Project contractors (the “State Contractors”) entered into agreements substantially similar to the DWR Dry Year Purchase Agreement and DWR has requested that the State Contractors enter into amendments to those agreements, which are substantially similar to Amendment 6; and

**WHEREAS**, DWR provided notice on August 21, 2020 to participating contractors summarizing the requested amendment, a copy of which has been presented to the Board and is on file with the Secretary hereof; and

**WHEREAS**, the Board has considered Amendment 6, a copy of which has been presented to the Board and is on file with the Secretary hereof; and

**WHEREAS**, on October 23, 2007, the Yuba County Water Agency (“YCWA”) as the Lead Agency certified the Final Environmental Impact Report/Environmental Impact Statement including addenda for the Proposed Lower Yuba River Accord (the “Final Yuba Accord EIR”) that is the source of water supplies for the DWR Dry Year Purchase Agreement, including certain

California Environmental Quality Act (“CEQA”) Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting/Environmental Commitments Plan; and

**WHEREAS**, to support approval of the corresponding Amendment 7 to the Agreement for the Long-Term Purchase of Water From Yuba County Water Agency by the Department of Water Resources, SWPAO No. 20-851, YCWA as Lead Agency found and determined that their Amendment 7 is exempt from CEQA environmental review pursuant to CEQA Guidelines section 15301 (operation of existing facilities) and other applicable provisions of law; and

**WHEREAS**, the Board finds and determines that Amendment 6 is exempt from CEQA environmental review pursuant to CEQA Guidelines section 15301 (operation of existing facilities) and other applicable provisions of law; and furthermore also has considered the Final Yuba Accord EIR including addenda to evaluate whether the Amendment 6 changes to the approved Yuba Accord project would result in any new significant environmental impacts beyond those already identified and mitigated in the Yuba Accord EIR including addenda, or would create any other conditions that could require a subsequent or supplemental impact report; and

**WHEREAS**, the Water Authority has considered the documents prepared by the YCWA as Lead Agency to support Amendment 6.

**NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:**

Section 1. The facts stated in the recitals above are true and correct, and the Board so finds and determines.

Section 2. The Board hereby finds and determines Amendment 6 is exempt from CEQA and further finds and determines that if CEQA compliance were required, the documents prepared under CEQA by YCWA are adequate under CEQA for the Water Authority’s purposes of entering into Amendment 6 and finds that no subsequent or supplemental CEQA analysis is required for the Water Authority to execute Amendment 6.

Section 3. The Board hereby authorizes the Executive Director to execute Amendment 6 as presented for and on behalf of the Water Authority and its members, subject to such further additions, deletions or revisions as the executing officer may approve prior to execution, said execution to constitute conclusive proof of such approval.

Section 4. The Executive Director, Chief Operating Officer, or any such Water Authority employee or consultant as either of such officers may designate, is further authorized and directed to take such additional steps, and to execute such additional documents, as may be required or reasonably necessary or convenient to complete and implement the DWR Dry Year Purchase Agreement as amended by Amendment 6.

**PASSED, APPROVED AND ADOPTED** this 17<sup>th</sup> day of September, 2020, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.

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Cannon Michael, Chairman  
San Luis & Delta-Mendota Water Authority

Attest:

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Federico Barajas, Secretary

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I hereby certify that the foregoing Resolution No. 2020-\_\_\_ was duly and regularly adopted by the Board of Directors of the San Luis & Delta-Mendota Water Authority at the meeting thereof held on the 17<sup>th</sup> day of September, 2020.

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Federico Barajas, Secretary

**STATE OF CALIFORNIA**  
**THE RESOURCES AGENCY**  
**DEPARTMENT OF WATER RESOURCES**  
**AMENDMENT 6 TO THE**  
**AGREEMENT FOR THE SUPPLY AND CONVEYANCE OF WATER**  
**BY THE DEPARTMENT OF WATER RESOURCES**  
**OF THE STATE OF CALIFORNIA**  
**TO THE SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**  
**UNDER**  
**THE DRY YEAR WATER PURCHASE PROGRAM**  
**SWPAO NO. 20-803**

THIS AMENDMENT 6 (Amendment) to the December 21, 2007 “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program” (Participation Agreement, or Agreement) is entered into as of \_\_\_\_\_ pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, between the Department of Water Resources of the State of California, herein referred to as “DWR,” and the San Luis & Delta-Mendota Water Authority, a public agency in the State of California, herein referred to as the “AUTHORITY.” DWR and the AUTHORITY are herein referred to separately as the “Party” and collectively as the “Parties.” Unless otherwise provided in this Amendment, the definitions in the Agreement, the Yuba Water Purchase Agreement, and the exhibits to that agreement shall apply to this Amendment.



## RECITALS

- A. Under the December 4, 2007 “Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources” (Yuba Water Purchase Agreement), Yuba County Water Agency (Yuba) makes surface water available for delivery and purchase by DWR, some of which is made available through substitution of groundwater for surface flows that would otherwise be used by a number of water districts within Yuba County (Member Units).
- B. In 2007 and 2008, 21 State Water Project (SWP) Contractors and the AUTHORITY entered into agreements with DWR for the purchase and delivery of the water made available under the Yuba Water Purchase Agreement (cumulatively referred to as the Participation Agreements). In 2014, two additional Participating Contractors entered into Participation Agreements. The Participating SWP Contractors and the AUTHORITY are jointly referred to as “Participating Contractors”.
- C. The Parties amended the Agreement in 2009 (Amendment No. 1 and Amendment No. 2), 2010 (Amendment No. 3), 2012 (Amendment No. 4), and December 2014 (Amendment No. 5).
- D. The term of the Yuba Water Purchase Agreement is through December 31, 2025, or when all obligations thereunder have been satisfied, whichever is later, unless it is terminated earlier.
- E. Under Section 26 of the Yuba Water Purchase Agreement, the current pricing structure for water made available expires on September 30, 2020.
- F. In accordance with Section 15 of the Yuba Water Purchase Agreement, DWR and Yuba, in coordination with representatives of the Participating Contractors, negotiated a new pricing structure that establishes new pricing for the period from October 1, 2020 through September 30, 2025 that was incorporated into the Yuba Water Purchase Agreement by the seventh amendment to that agreement.
- G. In light of the new pricing agreement reflected in the seventh amendment to the Yuba Water Purchase Agreement, the parties to the Participation Agreements desire to amend their respective Participation Agreements to conform with changes made by that amendment. This sixth amendment to the Participation Agreement shall be referred to in this Amendment as “Amendment 6”.

**AMENDMENT 6 to the Participation Agreement**

**Now Therefore**, the Parties hereby amend the Participation Agreement as follows:

**1. EFFECTIVE DATE OF AMENDMENT**

Amendment 6 to the Participation Agreement shall take effect when all of the following have occurred: (i) execution by the Parties; (ii) execution of the same or substantively similar amendments by DWR and all other Participating Contractors that elect to participate beyond December 31, 2020; and (iii) execution of the seventh amendment to the Yuba Water Purchase Agreement by DWR and Yuba.

**2. SECTION 2.B, “TERM OF THE AGREEMENT”, is amended to read as follows:**

“B. Notwithstanding Subparagraph A, the Parties may terminate the Participation Agreement on December 31, 2025, if they fail to amend the Participation Agreement pursuant to Section 3.B.5 and as necessary to address amendments made to the Yuba Water Purchase Agreement regarding the quantity and pricing of Water to be made available by Yuba after September 30, 2025 pursuant to Section 15 of the Yuba Water Purchase Agreement.

**3. CHANGES TO SECTION 3, “PURCHASED WATER”**

**a. Section 3.B, “TYPES AND PRICES OF PURCHASED WATER”, is amended to read as follows:**

The AUTHORITY shall pay for Delivered Transfer Water made available to and accepted by the AUTHORITY under section 3.A above in accordance with the following sections, provided that, the first increment of Delivered Transfer Water provided on or after October 1, 2020, will be paid for according to the pricing schedule listed in Amendment 5 of this Agreement (which is \$50 in a Wet Water Year, \$100 in an Above-Normal Water Year, \$150 in a Below-Normal Water Year, \$200 in a Dry Water Year, \$300 in a Critical Water Year and \$350 in a Consecutive Dry Water Year), which payment will be applied as a credit against the remaining balance of the advance deposit of \$20 million (provided for in Amendment 5), until full crediting of the \$20 million advance deposit, at which time the pricing under this Amendment will be used.

**b. Section 3.B.1.a, “COMPONENT 1 WATER”, is amended to read as follows:**

- “a. For Component 1 Water that is accounted for as Purchased Water and made available to the AUTHORITY, the AUTHORITY will pay:
- i. \$64 per acre-foot in a Wet Year;
  - ii. \$128 per acre-foot in an Above Normal Year;

- iii. \$191 per acre-foot in a Below Normal Year;
- iv. \$255 per acre-foot in a Dry Year, except as provided in subsection vi;
- v. \$383 per acre-foot in a Critical Year, except as provided in subsection vi;
- vi. \$447 per acre-foot in two or more consecutive Final Classification Dry Years (or a Dry Year following a Critical Year) or in two or more consecutive Final Classification Critical Years (or a Critical Year following a Dry Year).
- vii. Notwithstanding subsections i-vi, in any year in which Yuba's Third-Party Transfer of up to 10,000 acre-feet of Storage Component water under Section 11 of the Yuba Water Purchase Agreement reduces the quantity of Component 2 Water available to the AUTHORITY, the price for Component 1 Water will reflect the reductions specified in Section 11.F.2 of such agreement."

**c. Section 3.B.2, "COMPONENT 2 WATER", is amended to read as follows:**

"For Component 2 Water that is accounted for as Purchased Water and made available to the AUTHORITY, the AUTHORITY will pay 80 percent of the amounts in Section 3.B.1, as amended."

**d. Section 3.B.3, "COMPONENT 3 WATER", is amended to read as follows:**

"For Component 3 Water that is accounted for as Purchased Water and made available to the AUTHORITY, the AUTHORITY will pay:

- a. \$64 per acre-foot in a Wet Year;
- b. \$128 per acre-foot in an Above Normal Year;
- c. \$191 per acre-foot in a Below Normal Year;
- d. \$255 per acre-foot in a Dry Year, except as provided in subsection f;
- e. \$383 per acre-foot in a Critical Year, except as provided in subsection f;
- f. \$447 per acre-foot in two or more consecutive Final Classification Dry Years (or a Dry Year following a Critical Year) or in two or more consecutive Final Classification Critical Years (or a Critical Year following a Dry Year)."

**e. Section 3 is amended to add Section 3.B.5, "Price for Fall Delivered Water:**

"Component 1, 2, 3, and 4 Water that is accounted as delivered in the months of October and November will be priced using the determination of Water Year that was in effect prior to September 30<sup>th</sup> of that year."

**4. NO OTHER CHANGES**

All remaining provisions of the Agreement that are not changed by this Amendment will remain in full force and effect. Nothing in this Amendment affects the payment provisions of the Agreement through September 30, 2020.

**5. COUNTERPARTS OF THE AGREEMENT**

This Amendment may be signed in any number of counterparts by the Parties,

each of which will be deemed to be an original, and all of which together will be deemed to one and the same instrument. This Amendment, if executed in counterparts, will be valid and binding on a Party as if fully executed all in one copy.

**IN WITNESS WHEREOF**, the Parties hereto, by their authorized representatives,  
have executed this Amendment on the last date set forth below.

Approved as to legal form  
and sufficiency:

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

\_\_\_\_\_  
Spencer Kenner  
Chief Counsel

\_\_\_\_\_  
Ted Craddock  
Deputy Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to legal form  
and sufficiency:

SAN LUIS & DELTA-MENDOTA  
WATER AUTHORITY

\_\_\_\_\_  
Name  
Counsel

\_\_\_\_\_  
Federico Barajas  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**From:** Le, Truc@DWR <Truc.Le@water.ca.gov>  
**Sent:** Friday, August 21, 2020 9:58 AM  
**To:** Federico Barajas; Frances Mizuno;  
JGutierrez@WestlandsWater.org;  
susan.mussett@sldmwa.org;  
rfreeman@westlandswater.org  
**Cc:** Heiland, Brian@DWR; Fock, Anna@DWR; Rangchi,  
Amir@DWR; Wu, Janice@DWR; Soderlund,  
Erick@DWR; Chilmakuri, Chandra@SWC  
**Subject:** Draft Review - Yuba Accord Tier 3 Amendment 6  
**Attachments:** Final\_20851\_DWR\_YCWA\_Amd7\_20200819.pdf;  
DRAFT\_20803\_YubaAM6\_20200820.docx

Dear Participating Contractor,

Thank you very much for your concurrence of the Yuba Tier 1 Amendment 7 between Yuba Water Agency and DWR (SWPAO #20-851; see attached PDF file). This Tuesday, Yuba Board approved this Tier 1 amendment under its Resolution #2020-08 and is in the signature process.

The new pricing structure for Storage Water in WY 2021 through 2025, as well as the clarification of Oct/Nov Yuba water pricing and the remaining deposit from Amendment 5, from the Tier 1 Amendment 7 are in this Tier 3 Amendment 6 to the Water Supply and Conveyance Agreement under dry year water purchase program. (Please note that there was a Tier 1 Amendment 6 between DWR and Yuba in 2019 that did not require any changes at the Tier 3 level.)

Attached WORD file for your review is the draft Tier 3 Amendment 6 between DWR and Participating Contractor (SWPAO #20-803). Your edits and comments by **August 28, 2020 (Friday) COB** is greatly appreciated. We will then email the Final Amendment 6 to the designated signatory via DocuSign by Sep 30, 2020 (the expiration date of existing pricing structure).

If you have any questions, please contact me at 916-704-5971 or Anna Fock at 916-539-7977.

Sincerely,  
Truc Le



**Truc Le, E.I.T.**

Engineer, Water Resources  
Water Supply and Transfers Section  
State Water Project Analysis Office  
Department of Water Resources  
Phone: 916-704-5971

**STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
AND  
YUBA COUNTY WATER AGENCY**

**AMENDMENT 7 TO THE AGREEMENT FOR THE LONG-TERM PURCHASE OF  
WATER FROM YUBA COUNTY WATER AGENCY BY  
THE DEPARTMENT OF WATER RESOURCES  
SWPAO NO. 20-851**

THIS AMENDMENT 7 (Amendment) to the December 4, 2007 “Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources,” as amended (Agreement) is entered into as of \_\_\_\_\_, between the Department of Water Resources (DWR) of the State of California, pursuant to the provisions of the California Water Resources Development Bond Act, the Central Valley Project Act and other applicable laws of the State of California, and Yuba County Water Agency (Yuba), pursuant to the Yuba Act (California Statutes 1959, Chapter 788, as amended), and other applicable laws of the State of California.

**RECITALS**

- A. On March 28, 2019, DWR and Yuba executed Amendment 6 to the Agreement, removing the language in Section 8.B.5. that excludes the Member Units from price negotiations in a Schedule 6 Year.
- B. DWR and Yuba desire to amend the Agreement regarding the term and payment provisions of the Agreement, which are set forth in this Amendment.

**The Parties Hereby Amend the Agreement as Follows:**

**1. Price for Fall Delivered Transfer Water**

Component 1, 2, 3, and 4 Water that is accounted as delivered in the months of October and November will be priced using the determination of Water Year that was in effect prior to September 30<sup>th</sup> of that year.

## **2. Payments**

In accordance with Section 15 of the Agreement, the Parties have met, conferred and agreed upon the following pricing for Storage Component Water made available from October 1, 2020 through September 30, 2025, provided that, the first increment of Delivered Transfer Water provided on or after October 1, 2020 will be paid for according to the pricing schedule listed in Amendment 5 (which is \$50 in a Wet Water Year, \$100 in an Above-Normal Water Year, \$150 in a Below-Normal Water Year, \$200 in a Dry Water Year, \$300 in a Critical Water Year and \$350 in a Consecutive Dry Water Year), which payment will be applied as a credit against the remaining balance of advance payment of \$20 million (provided for in Amendment 5), until full crediting of the \$20 million advance payment, at which time the pricing under this Amendment will be used.

Nothing in this Amendment affects the payment provisions of the Agreement through September 30, 2020.

DWR will make the following payments to Yuba for Storage Component water made available from October 1, 2020 through September 30, 2025, except that, the payment for Component 2 Water will be 80% of these amounts:

- A. In a Final Classification Wet Water Year: \$64
- B. In a Final Classification Above-Normal Water Year: \$128
- C. In a Final Classification Below-Normal Water Year: \$191
- D. In a Final Classification Dry Water Year: \$255
- E. In a Final Classification Water Critical Year: \$383
- F. In two or more consecutive Final Classification Dry or Critical Water Years: \$447

## **3. DWR Agreements with Participating Contractors.**

Nothing in the terms of an agreement between DWR and a Participating Contractor that implements this Amendment will be inconsistent with DWR's or Yuba's obligations under this Amendment.



**4. Effective Date of this Amendment.**

This Amendment will become effective upon execution by the Parties.

**5. Effect of this Amendment.**

All of the remaining provisions of the Agreement that are not changed by this Amendment will remain in full force and effect.

**6. Environmental Compliance.**

On August 18, 2020, the Board of Directors of Yuba adopted Resolution No. 2020-08 approving this Amendment, and finding and determining that this Amendment is exempt from CEQA environmental review pursuant to CEQA Guidelines section 15301 (operation of existing facilities) and other applicable provisions of law.

The foregoing is hereby agreed to by the Parties.

The Parties hereto have executed this Amendment on the date first written above.

Approved as to Legal Form  
and Sufficiency:

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

\_\_\_\_\_  
Spencer Kenner  
Chief Counsel

\_\_\_\_\_  
Ted Craddock  
Deputy Director

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest:

YUBA COUNTY WATER AGENCY  
A Political Subdivision of the  
State of California

\_\_\_\_\_  
Jim Mitrison  
Clerk of the Board

\_\_\_\_\_  
Randy Fletcher  
Chairman of the Board

Date \_\_\_\_\_

Date \_\_\_\_\_

**Final Environmental Impact Report/Environmental Impact Statement  
for the  
Proposed Lower Yuba River Accord**

**-and associated documents-**

**Available at**

**<https://www.yubawater.org/193/Yuba-Accord-Documents>**