Background
EDC Land Use and Existing Water Purveyor Boundaries

Other Areas

GDPUD

City of Placerville

TCCSD

EID

GFCSD

STPUD

Other Areas

Other Areas

Other Areas
EDWRP - PROJECT OVERVIEW

- **1927 PRIORITY WATER RIGHT**
  - Extension of the Upper American River Project (SMUD)
  - Consistent with provisions in the Cooperative Agreement Collaboration with the City of Sacramento
    - SacCity also uses SMUD facilities in diverting, red diverting, and storing their appropriated water rights.

- **STATE BOARD APPLICATION - 40,000 AFY American River**
  - Partial Assignment of existing water right (SMUD)

- **USE WATER AS A REGIONAL ASSET FOR MULTIPLE BENEFITS:**
  - El Dorado County future M&I + Ag demands
  - Interim Benefits:
    - LAR environmental water
    - LAR basin groundwater banking / conjunctive use
    - Water Transfers (Interim or regional)
EDWRP Benefits from County & Regional Studies

American River Basin Study
- Climate Change/Adaptation
- Storage options
- UAR Model
- LAR Model
- Alternatives

Water Supply Reliability Program - Agriculture
- Validation of need
- Crop characteristics
- Economic viability/reasonable

Water Demand Analyses
- M&I
- Agriculture & other
- Capacity of General Plan
- UWMPs
- Land Use

Water Marketing Strategy
- Interim Alternatives
- Exchange/Transfer options

New Study

Drought Contingency Plan
- M&I
- Agricultural & Others

EDWRP
- Ag Reliability
- American River Basin Study
- Water Marketing Strategy
- Alder Reservoir
CEQA PROCESS TIMELINE

CEQA Process and EIR Timeline

- **2010**: Draft EIR circulated (SCH# 2008102090)
  - Deferred project to increase level of regional collaboration

- **2011**

- **2012**

- **2013**

- **2014**: Revised NOP Circulated (March)
  - Deferred EIR preparation due to changed conditions, growing emergency caused by 2013-2016 historic drought

- **2015**

- **2016**

- **2017**

- **2018**

- **2019**: 2nd Revised NOP Circulated (December)
  - Soliciting comments through February 5th, 2018.

- **2020**: Mid-2019: Draft EIR
  - Mid-2020: Final EIR, SWRCB water right process
Agreements

- 2004 JPA Formation
- 2005 1st Amendment to the JPA
- 2008 2nd Amendment to the JPA

- 2005 SMUD Agreement*

- 2005 Intra-County Coordination Agreement
- 2007 Supplemental Water Acquisition Project Cost Share Agreement (EDWRP)
- 2009 (March) Transition Agreement (EDWRP)
- 2009 (Sept) Amendment to the Cost Share Agreement (EDWRP)

* Supersedes 1957, 1961 & 1993 Agreements
JPA Agreements

2004 JPA Formation
- EID, GDPUD, EDC & EDCWA
- Requires affirmative votes of 8 necessary for action
- Designates EDCWA GM as Executive Director & EDCWA to provide staffing for JPA
- Establishes County Auditor as Finance Officer and Auditor for the JPA
- Establishes a 3 year terms for the JPA

2005/2008 JPA Amendment
- 2005 First Amendment
  - Increased term as indefinite unless terminated as provided
  - Clarifies elements of JPA agreement
  - Established Power of Authority to file and prosecute applications and petitions to implement the Parties’ rights in the UARP
  - Clarifies conditions for withdrawal from JPA and winding up of JPA
  - Requirement for affirmative votes of 6 necessary for budget adoption
- 2008 Second Amendment
  - Designated Executive Director of EDWPA as Treasurer and Auditor for JPA
  - Deletes requirement for a affirmative votes of 8 necessary for budget adoption

2009 (March) Transition Agreement
- GDPUD, EDC, EID & EDCWA
- GDPUD withdraws and is released from rights and obligations of the Coordination & Costs Share Agreements
- GDPUD remains a party to the Cooperation Agreement
2005 Nov 22 - “Cooperation Agreement”

- “SMUD Cooperation Agreement”
- Supersedes previous agreements
- Establishes “Designated Representative” of El Dorado
- EDWPA, EID, EDCWA, GDPUD & EDC approached SMUD
- Recognize the “imprecision” of the previous agreements
- SMUD’s original FERC license for the UARP was due to expire in 2007
  - SMUD filed for renewal in 2005
  - **Delineates Delivery & Storage by “El Dorado Parties”**
    - EDC to pursue Surface Water Supply
      - City of Sacramento or
      - Payments to EDC
    - SMUD to pursue Iowa Hill Reservoir
    - Payment to EDC Parties for impacts
## El Dorado Designated Representative: Responsibilities

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.1</td>
<td>El Dorado Designated Representative. The El Dorado Parties agreed that the El Dorado Designated Representative will be the “sole and exclusive Party” for the following purposes:</td>
</tr>
<tr>
<td>19.1.1</td>
<td><strong>Water Supply Acquisition.</strong> Process of acquiring the water rights and water supplies to be stored, and diverted through and from the UARP</td>
</tr>
<tr>
<td>19.1.2</td>
<td><strong>Notices.</strong> Representative to provide and receive all notices.</td>
</tr>
<tr>
<td>19.1.3</td>
<td><strong>Scheduling of Deliveries.</strong> Comply with all forecasting, scheduling and notice requirements for each El Dorado Party the quantity of water delivery being forecasted.</td>
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<tr>
<td>19.1.4</td>
<td><strong>Notification of Interconnection Construction Agreement.</strong> Negotiations of the Interconnection Construction Agreement.</td>
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<td>19.1.5</td>
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<tr>
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<td><strong>Negotiation of and Communications under the Data Interchange Agreement.</strong> Negotiation of and communications under the DI Agreement.</td>
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<tr>
<td>19.1.7</td>
<td><strong>Installation, Maintenance and Calibration of White Rock Meter.</strong> Installation, maintenance and calibration of the White Rock Meter.</td>
</tr>
<tr>
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<td><strong>Reporting of Deliveries</strong> - Reporting requirements.</td>
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<tr>
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<td><strong>Re-opening of this Agreement.</strong> Negotiations pursuant to a re-opener.</td>
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<td>19.1.10</td>
<td><strong>Resolution of Disputes under This Agreement.</strong> Any proceedings in order to resolve disputes</td>
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</table>
Implementation Agreements

- **2005 Nov 22 - “Coordination Agreement”**
  - El Dorado Intra-County Coordination Agreement or “ICCA”
  - Allocates the rights to the use of the UARP Facilities
  - Allocates obligations to acquire the consumptive water supply rights
  - Reaffirms EDWPA as designated representative
    - Reaffirms EDCWA as Designated Representative if EDWPA ceases to exist
  - Delegates coordination (as agents to EDWPA) of related actions through EDWPA
  - Terminated if the diversion of water through the UARP is not secured within 10 years of the Effective Date ((11/05/2005))

- **2007 Supplemental Water Acquisition Project Cost Share Agreement**
  - Mechanism to sharing & funding the water supply and diversion from the UARP.
  - Based on the terms and provisions of the ICCA

- **2009 (Sept) Amendment to the Cost Share Agreement**
  - EDC, EID & EDCWA
  - Water that is acquired that is to be stored in the UARP and used as Carryover Storage (as defined in the Cooperation Agreement)
  - Price to be contributed only by EID to EDWPA at EDWPA’s request.
  - Allows EID to make direct payments if entered into an agreement for such payment.
ICCA - Highlights

1. Allocations benefits for use of SMUD’s UARP facilities
   a) GDPUD up to 10,000 AFA or to EID if GDPUD does not use
   b) Receive and make deliveries of Carryover storage up to 20,000 afa to 2025
   c) Receive and make deliveries of Carryover storage up to 30,000 afa after 2025
   d) EID allocated 100% of Carryover Storage as defined in SMUD Agreement

2. EDWPA (staff and counsel) reaffirmed as the El Dorado Designated Representative (EDDR) per Section 19.1 of Cooperation Agreement
   a) Reaffirms El Dorado County Water Agency as EDDR if EDWPA ceases to exist

3. Coordination with the EDDR, as agents, and with SMUD for
   a) Acquiring water supplies, diversion and use of the UARP facilities;
   b) Scheduling and reporting compliance;
   c) Serving as the EDDR’s agent for the interconnection, data interchange;
   d) Serving as the EDDR’s agent for the White Rock meter; and
   e) Reopening negotiation of SMUD Agreement

4. Termination of ICCA
   a) Under Condition Subsequent (Section 8), the ICCA is terminated by its own terms & no longer in effect
      i. After 10 years, if water supply acquisition is not completed
      ii. Expired in 2015
## Comparison of Representation of SMUD Agreement & Expired ICCA

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<th>Representative: SMUD Agreement</th>
<th>Representative: ICCA</th>
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1. Termination of the ICCA
   a) By own terms & No longer in effect
   b) After its 10 years, if water supply acquisition is not completed
      • Expired in November, 2015

2. IMPACT: JPA and SMUD Agreement Remain
   • 2004 JPA Formation
   • 2005 SMUD Agreement*
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## Allocation of Benefits (expired ICCA)

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<tr>
<th>Allocation Description</th>
<th>Beneficiary</th>
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<tbody>
<tr>
<td>1. Use of <strong>SMUD’s UARP facilities</strong></td>
<td>Assigned to EID</td>
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## Summary of Contributions for EDWRP

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<tr>
<th>2007 Cost Share Agreement JPA Member Agency</th>
<th>Initial Contributions</th>
<th>Total Contributions To-date</th>
<th>Contribution Allocation (Original)</th>
<th>Contribution Allocation after GDPUD w/ Drawl</th>
</tr>
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<tbody>
<tr>
<td>El Dorado County</td>
<td>$ 400,000</td>
<td>$ 1,600,000</td>
<td>28.57%</td>
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<tr>
<td>El Dorado County Water Agency</td>
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<td>$ 1,865,441</td>
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<tr>
<td>El Dorado Irrigation District</td>
<td>$ 1,200,000</td>
<td>$ 2,550,000</td>
<td>32.14%</td>
<td>36%</td>
</tr>
<tr>
<td>Georgetown Divide Public Utility District</td>
<td>$ 400,000</td>
<td>N/A</td>
<td>10.71%</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$ 2,500,000</strong></td>
<td><strong>$ 6,015,441</strong></td>
<td></td>
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# Summary of Assignment of Beneficiaries & Contributions for EDWRP

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<tr>
<th>JPA Member Agency</th>
<th>Total Contributions To-date</th>
<th>Contribution Allocation</th>
<th>Benefits of Water Supply Uses</th>
<th>Benefits of Water Storage</th>
<th>Benefits of White Rock Diversion Capacity</th>
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Uninterrupted Progress for FY2018-19

El Dorado Water Reliability Project continuing under the provisions of the SMUD Agreement

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EL DORADO WATER RELIABILITY PROJECT

Water Right
(Partial Assignment of Applications 5644 and 5645)

Regional Interests & Factors

Local Interest & Regional Integration

EDWRP Application Processes
TERMS OF COOPERATION

Basic Principles for EDWRP

Assignment of Benefits

- Establish beneficiaries of assets. Based on:
  - Contributions
  - Water Demands
  - Needs
- Recognize existing service areas and OCAs

Authority w/in SMUD Agreement

- Designated Representative
  - EDWPA (or EDCWA)
- Assignment of “Agents” for EDDR

Facilitate Progress

- Funding structure
- Voting structure
- Advisory Panels
  - Technical
  - Policy
  - Advocacy
  - Regional/County
CEQA Process Timeline

**CEQA Process and EIR Timeline**

- **Draft EIR circulated (SCH# 2008102090)**
  - Deferred project to increase level of regional collaboration
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