

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF DECEMBER 13, 2022  
AGENDA ITEM NO. 9.E.**



**AGENDA SECTION:     ACTION ITEMS**

**SUBJECT:                 CONSIDER AUTHORIZING THE GENERAL MANAGER TO  
PREPARE A REQUEST FOR PROPOSALS (RFP) FOR  
CONSULTING SERVICES TO DEVELOP A WATER TRANSFER  
POLICY**

**PREPARED BY:**         Gloria Omania, Interim Board Clerk

**APPROVED BY:**        Nicholas Schneider, General Manager

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**BACKGROUND**

A water transfer is “a voluntary sale of water proposed and initiated by willing sellers who have legal rights to a supply of water to an interested buyer.”

On May 12, 2020, the Board of Directors adopted Resolution 2020-25 (Attachment 1) authorizing the interim general manager to execute an agreement related to a temporary transfer of up to 2,000 acre-feet of water to Westlands Water District (WWD) to allow them to supplement its water supply. The related 2020 staff report is included as Attachment 2.

The Board has received some public comments about what they considered flaws in the process of approving the water transfer refill agreement (Attachment 3). There have been requests by the Board for regular updates on the status of the refill agreement. This information and schedule would be included within the transfer policy.

**DISCUSSION**

The Division of Water Rights of the State Department of Water Resources manages the Water Transfers Program (Attachment 4) covered by Water Code Sections 1725, temporary transfers. The ability of the District to engage in the water transfer market is a way to generate additional revenue. This revenue can be used to maintain and upgrade District infrastructure. All transfers must be reviewed and approved by the Board of Directors.

Members of the Board of Directors have expressed an interest in a water transfer policy to help guide future water transfer opportunities, ensuring they can be managed more closely. Additionally, this will allow a set of checkpoints to see if a transfer is possible.

Staff requests Board approve the development of a Request for Proposals for consulting services to develop a water transfer policy. This policy will be presented to the Board of Director Policy committee for approval and submittal to the Board of Directors for final approval.

**AGENDA ITEM 9.E.**

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The development of a Water Transfer Policy is in no way a guarantee of any future transfers of District Water. This policy will guide the staff and Board and will help to determine if it is appropriate to engage in a water transfer.

**FISCAL IMPACT**

The cost to develop the transfer policy is unknown at this time. A not-to-exceed \$25,000 is requested for the development. The future fiscal impact of this policy will allow for a net gain of revenue into the District.

**CEQA ASSESSMENT**

This is not a CEQA Project. However, due to the nature of water transfers, an environmental review will be done with all future associated water transfers.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution authorizing the General Manager to prepare an RFP for consulting services to develop a Water Transfer Policy for review by the Policy Committee and final approval by the Board of Directors.

**ALTERNATIVES**

Request substantive changes to the Resolution for staff to implement; or reject the Resolution.

**ATTACHMENTS**

1. Resolution 2020-25, Approving Water Transfer
2. Staff Report, May 5, 2022, Temporary Water Transfer
3. Executed Refill Agreement
4. Water Transfer Program Information
5. Draft Resolution 2022-XX RFP for Water Transfer Policy

**RESOLUTION NO. 2020-25**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**AUTHORIZING THE INTERIM GENERAL MANAGER TO EXECUTE AGREEMENTS**  
**RELATED A TEMPORARY TRANSFER OF UP TO 2,000 ACRE-FEET OF WATER**

**WHEREAS**, the Georgetown Divide Public Utility District (“District”), has negotiated the terms of agreements that provide for a temporary water transfer with Westlands Water District (“WWD”) to allow WWD to supplement its water supply; and

**WHEREAS**, beginning on July 1, 2020, the District will make available a total of up to 2,000 acre-feet of water to WWD on a schedule mutually agreeable to the District and WWD; and

**WHEREAS**, the District will operate Stumpy Meadows Reservoir to allow for releases of water that will be delivered to Folsom Reservoir; and

**WHEREAS**, the transferred water will be conveyed though the State Water Project by the Department of Water Resources under a Conveyance Agreement to WWD; and

**WHEREAS**, WWD, under the Water Purchase and Sale Agreement By and Between Westlands Water District and Georgetown Divide Public Utility District for 2020 Temporary Water Purchase will purchase water from the District at Three Hundred Fifty Dollars (\$350.00) per acre foot of water received and reimburse the District for its costs associated with the transfer;

**WHEREAS**, Revenue generated from the temporary water transfer will be exclusively appropriate to fund capitol improvement projects;

**WHEREAS**, Conduct public education outreach; and

**WHEREAS**, the Board of Directors finds that the agreement is in the best interest of the District, and is therefore willing to sell and temporarily transfer WWD, District water as provided in the temporary water sale agreement.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT** as follows:

1. The Interim General Manager is authorized to execute the agreements between: a) the Water Purchase and Sale Agreement by and between Westlands Water District and Georgetown Divide Public Utility District for 2020 Temporary Water Purchase; b.) a Refill Agreement between the United States Bureau of Reclamation and the District; c) a Conveyance Agreement with the Department of Water Resources; and d) a professional services agreement with Western Hydrologics Consulting.

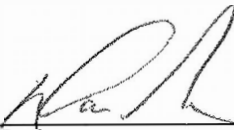
2. The Interim General Manager or his or her designee is authorized to enter into minor amendments to the aforementioned agreements subject to approval as to form by the District General Counsel.
3. The Board of Directors hereby authorizes the Interim General Manager to submit a petition to the State Water Resources Control Board for the temporary transfer of water, and the Interim General Manager is authorized to take such other administrative actions as may be necessary to effectuate the transfer and sale of the water. This includes any minor administrative actions necessary to provide fair administration of the District's reimbursable administrative expenses.
4. The Board of Directors find that the temporary water transfer from the District to WWD is exempt from CEQA under California Water Code sections 1725 and 1729, the general exemption provided under the CEQA Guidelines section 15061, 15301 (class 1), 15304 (class 4), and the statutory exemption set forth in section 15282(u), and is not barred by any exceptions to CEQA exemptions. The transfer involves the operation of existing facilities involving negligible or no expansion of use beyond that existing at the time of the proposed action, which is categorically exempt from CEQA. The Board of Directors authorizes the Interim General Manager to sign and file a Notice of Exemption if deemed appropriate or desirable, in his discretion.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the Twelfth day of May, 2020, by the following vote:

AYES: SOUZA, SAUNDERS, WADLE, HALPIN

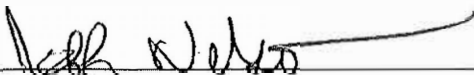
NOES: GARCIA

ABSENT/ABSTAIN:



\_\_\_\_\_  
Dave Souza, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

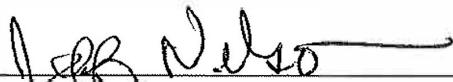
*Attest:*



\_\_\_\_\_  
Jeff Nelson, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**CERTIFICATION**

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2020-25 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this Twelfth day of May 2020.

  
\_\_\_\_\_

Jeff Nelson, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF MAY 12, 2020  
AGENDA ITEM NO. 7.B.**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: TEMPORARY WATER TRANSFER AGREEMENT**

**PREPARED BY:** Adam Brown, Water Resources Manger

**APPROVED BY:** Jeff Nelson, Interim General Manager

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**BACKGROUND**

A temporary water transfer is a one-time movement of water from one water District/Agency to another for beneficial use and is generally based on a combination of hydrologic and environmental conditions. A temporary water transfer is not the sale or transfer of a water right, it is simply the one-time transfer of surplus water. In the case of the Georgetown Divide Public Utilities District (the District), hydrologic conditions are generally favorable to support a temporary water transfer about every 3 years.

Temporary water transfers are regulated by CWC §1726. The District's temporary water transfer would involve the following stakeholders:

- Georgetown Divide Public Utility District (the District);
- The purchaser (Westland Water District);
- Consulting Services (Western Hydrologics);
- State Water Board (Petition for Temporary Transfer of Water);
- United States Department of the Interior – Bureau of Reclamation (USBR) (Agreement with State and Federal Contractor)

**DISCUSSION**

On April 14, 2020, District Board of Directors (BOD) directed staff to evaluate the temporary water transfer process, evaluate the District's ability to make a transfer without impacting the District's ability to meet water supply obligations, and make a recommendation to the BOD on this matter at the May 12, 2020, regular BOD meeting.

District staff and legal counsel has developed a temporary water transfer agreement with Westland Water District (WWD). The temporary water transfer agreement is included in Attachment A.

The District will require consulting support from Western Hydrologics of Auburn, California, if the BOD approves the temporary water transfer. If approved by the BOD, tasks to be completed by Western Hydrologics will include:

- Development of an Operations Plan;
- Petition for temporary water transfer submitted to SWRCB;
- Preparation of a United State Bureau of Reclamation refill agreement;
- Preparation of a Department Water Resources conveyance agreement; and
- Preparation of an Environmental Assessment and Finding of No Significant Impact (EA/FONSI).

The proposed agreement with WWD includes both an “option” payment and a “call” payment.

Option Payment - WWD will make an option payment of \$40,000 within 30 days of the execution of the Water Purchase Agreement. The payment will be credited to amount due for the purchase. The option payment is non-refundable unless the District fails to perform.

Call payment – On or before the later of June 1, 2020 or 7 days after the satisfaction of all conditions set forth in Article 2(b) of the Water Sales Agreement, WWD will notify the District I writing of the amount of Transfer Water it desires to purchase and have delivered the “Call Notice”, together with a Call payment of \$40 for each acre-foot WWD desires to purchase.

The Option and Call payments will be used to cover costs associated with preparing necessary temporary water transfer documents and credited towards the total transfer price. The consulting agreement with Western Hydrologics is included in Attachment B.

The temporary transfer of water generally would occur in the following steps:

1. Execution of Water Purchase and Sale Agreement between the District and WWD and Western Hydrologics;
2. Submittal of petition for temporary water transfer to the SWRCB;
3. Environmental Assessment that will include:
  - a. Description of the Proposed Action and Alternatives document that will detail temporary water transfer release, conveyance and storage process; and
  - b. Environmental Assessment and Finding of No Significant Impact (EA/FONSI) per National Environmental Policy Act (NEPA) regulations that will be submitted to the USBR. USBR comments will incorporated into a public EA/FONSI comment period.
4. Negotiation of USBR Refill Agreement;
5. Execution of temporary water transfer of 2,000-acre feet estimated to begin after July 1, 2020 and lasting approximately two months; and
6. Transfer reporting and accounting.

The temporary water transfer process is detailed in the power point presentation included in Attachment C. Resolution is included in Attachment D.

**FISCAL IMPACT**

At market price of \$350 per acre foot gross revenue for the temporary water transfer of 2,000 acre feet would result in gross revenue of \$700,000. With a consulting cost of \$63,800 and associated legal counsel fees District net revenue is estimated at \$600,000.

Delivery payment will issued to the District monthly during the transfer process.

**CEQA ASSESSMENT**

The temporary water transfer from the District to WWD is exempt from CEQA under California Water Code sections 1725 and 1729, the general exemption provided under CEQA guidelines section 15061, 15301 (class 1), 15304 (class 4), and the statutory exemption set forth in section 15282(u), and is not barred by any exceptions to CEQA exemptions. The transfer involves the operation of existing facilities involving negligible or no expansion of use beyond that existing at the time of the proposed action, which is categorically exempt from CEQA.

**RECOMMENDED ACTION**

Staff recommends the Board approve the Water Purchase and Sales Agreement between WWD and the District (Attachment 1) authorizing the temporary transfer of 2,000 acre feet of water for the 2020 water year.

**ATTACHMENTS**

1. Water Purchase and Sale Agreement between the District and Westlands Water District
2. Western Hydrologics Consulting Contract
3. Temporary Water Transfer Presentation
4. Resolution



**AGENDA ITEM 7.B.**

**Attachment 1**

Water Purchase and Sale Agreement between the District and Westlands Water District

**AGENDA ITEM 7.B.**

**Attachment 2**

Western Hydrologics Consulting Contract

**AGENDA ITEM 7.B.**

**Attachment 3**

Temporary Water Transfer Presentation

**AGENDA ITEM 7.B.**

**Attachment 4**

Resolution

**REFILL AGREEMENT FOR STUMPY MEADOWS RESERVOIR**

**2020 WATER TRANSFER FROM**

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

**TO**

**WESTLANDS WATER DISTRICT**

THIS AGREEMENT is made as of the 14<sup>th</sup> day of August, 2020, by and between the California Department of Water Resources (DWR), the United States Bureau of Reclamation (Reclamation), and Georgetown Divide Public Utility District (District), a public agency in the State of California.

The following refill criteria and refill impacts accounting procedures pertain to the temporary transfer of up to a total of 2,000 acre-feet of water released from the District's Stumpy Meadows Reservoir for delivery to Westlands Water District (Westlands). The District also has a separate Conveyance Agreement SWPAO # 20-741 with DWR and Westlands regarding the transfer of stored releases from Stumpy Meadows Reservoir.

**RECITALS**

- A. The District is a public agency created and existing pursuant to the provisions of the Public Utility District Act (California Public Utilities Code section 15501 et seq.) and is empowered to enter into contracts to sell water for use outside of its service area; and,
- B. The District owns and operates Stumpy Meadows Reservoir and holds water rights to Pilot Creek, a tributary of the Rubicon River, for diversion to storage in that reservoir pursuant to Water Right Permit 12827 (Application A005644A) by the State Water Resources Control Board; and,
- C. DWR operates the State Water Project (SWP), of which the Harvey O. Banks Pumping Plant (Banks), located in the Sacramento-San Joaquin Delta (Delta) of which the American River is tributary, is also a part; and,
- D. Reclamation operates the Central Valley Project (CVP), of which Folsom Reservoir, located downstream of Stumpy Meadows Reservoir, is a part, and of which the Bill Jones Pumping Plant (Jones) located in the Delta of which the American River is tributary, is also a part; and,
- E. DWR and Reclamation coordinate operations at Folsom Reservoir, and at Banks and Jones pumping plants; and,
- F. The District has entered into a purchase agreement with Westlands, to implement in 2020 a one-year temporary transfer pursuant to Water Right Permit

12827 (Application 5644A) to Westlands that includes up to 2,000 acre-feet of previously stored water in Stumpy Meadows Reservoir, resulting in a lower end of September storage level in Stumpy Meadows Reservoir than planned without the transfer; and

- G. DWR, Reclamation, and the District will review the operational data following the water transfer to assess refill of Stumpy Meadows Reservoir.

NOW, THEREFORE, the parties have agreed as follows:

## 1. PURPOSE

The purpose of this Reservoir Refill Agreement is to track the Vacated Storage as a result of this transfer and to set forth refill criteria and refill impacts accounting procedures that pertain to the refill of the Vacated Storage in Stumpy Meadows Reservoir as a result of this transfer in order to avoid adverse water supply impacts to Reclamation and DWR.

## 2. DEFINITIONS

When used in this Agreement, the following terms have the meanings set forth below.

- a. "Actual Storage" shall mean the observed end-of-day storage in Stumpy Meadows Reservoir as reported on data loggers.
- b. "Allowable Storage" shall mean the capacity of Stumpy Meadows Reservoir of 20,000 acre-feet.
- c. "Balanced Conditions" means those periods when DWR and Reclamation agree that releases from upstream reservoirs plus unregulated flow approximately equals the water supply needed to meet Sacramento Valley in-basin uses plus exports, as defined in Article 3.b of the "Agreement Between The United States of America And The State of California For Coordinated Operations Of The Central Valley Project And The State Water Project" (COA) dated November 24, 1986, and as updated in the December 12, 2018 COA Addendum.
- d. Daily Refill Volume is the daily amount of water used to refill Stumpy Meadows Reservoir that would have been released absent the water transfer.
- e. "Excess Conditions" means periods when releases from upstream reservoirs plus unregulated flow exceed the water supply needed to meet

Sacramento Valley in-basin uses, Delta water quality and outflow requirements and Delta exports, as defined in the COA.

- f. "Excess American Release" means any water Reclamation releases from Folsom Reservoir to the American River below Lake Natoma for the purpose of flood control management. Water released to the American River below Lake Natoma will be considered an Excess American Release if:
- (1) Reclamation identifies a release as one for flood control purposes in its Folsom Lake Operations – Nimbus Release Log, and
  - (2) Nimbus Dam releases are increased while the Delta is in Excess Conditions as determined by Reclamation and reported in the Daily CVP-SWP Coordinated Operations Report available on Reclamation's website.

Note: The intent of this section is to identify DATE(S) that Folsom Reservoir has transitioned from conservation operations to flood protection goals and "excess" water supply conditions exist in the COA framework.

- g. "Projects" means CVP and SWP.
- h. "Refill Impacts" mean the quantity of water accumulated in the Vacated Storage by the transfer during periods when the Delta is in Balanced Conditions or Reclamation is not making Excess American Releases, that would have been released by the District had the transfer not occurred. DWR and Reclamation will determine refill impacts using the Refill Impacts Accounting Procedures set forth in this Agreement.
- i. "Refill Period" means the period extending from the cessation of the District releases of Transfer Water until the Transfer Account Balance and end-of-day Cumulative Refill Impact Account Balance are both equal to zero.
- j. "Theoretical Storage" is the sum of Actual Storage plus the Transfer Account Balance.
- k. "Transfer Water" means water made available by the District to Westlands between in the months of August and September 2020 through releases from Stumpy Meadows Reservoir in addition to normal operation absent the transfer, and as verified by a change in end-of-month storage of Stumpy Meadows Reservoir from normal operation absent the transfer pursuant to Conveyance Agreement SWPAO #20-741.

- l. "Transfer Account Balance" means (1) during transfer operations, it equals the previous day's Vacated Storage plus the current day's Transfer Water; and (2) during refill operations, it equals the previous day's remaining balance of Vacated Storage minus the daily refill volume. (See columns 3 and 4 in Section 5.)
- m. "Vacated Storage" means the reduction in the total combined end-of-September storage of Stumpy Meadows Reservoir resulting from making Transfer Water available for Westlands under Conveyance Agreement SWPAO # 20-741.

### **3. TERM**

This Agreement shall terminate upon the date of notification by DWR and Reclamation to The District of the end of the Refill Period as described herein.

### **4. REFILL CRITERIA**

- a. The District agrees that the refilling of Vacated Storage resulting from the water transfer to Westlands may adversely impact the operations of SWP and CVP. Refill occurs when the daily Theoretical Storage goes above the Allowable Storage. Refilling of Stumpy Meadows Reservoir will impact the operations of SWP and CVP if it occurs when either 1) the Delta is in Balanced Conditions, or, 3) Reclamation is not making Excess American Releases.
- b. In the event DWR and/or Reclamation determine that there is a refill impact to the Projects using the Refill Impacts Accounting Procedures set forth in this Agreement, The District agrees to release additional water in an amount determined by DWR and Reclamation. Such release shall be in excess of normal operating requirements from Stumpy Meadows Reservoir, as soon as practicable, and on a schedule coordinated with Reclamation and DWR to compensate for impacts. When there is a change in the Projects' operating conditions and The District is releasing water to compensate for the Refill Impacts, then DWR and/or Reclamation shall notify the District of the changed conditions by telephone followed by written notice, electronic mail, or facsimile; and The District shall cease releasing water within 48 hours of telephone notification.
- c. DWR and Reclamation coordinate operations under the terms of the COA. DWR will coordinate with Reclamation to allocate any Refill Impacts between the two Projects.



- d. The Refill Impacts Accounting Procedures below is to calculate Stumpy Meadows Reservoir refill impacts on the operation of the Projects including Folsom Reservoir. General principles in this Agreement are to be applied in accounting for any unusual operational conditions not set forth in the application example.
- e. Refill impact accounting will continue until the Transfer Account Balance and the Cumulative Refill Impact Account Balance are both equal to zero.
- f. The District will not conduct another water transfer that could impair its ability to fully comply with this Agreement.
- g. Nothing in this Agreement shall bind either of the parties as to the provisions of any future agreements between them. This Agreement was developed specifically for the 2020 transfer. Further, nothing in this Agreement shall affect any existing right held by either party to this Agreement, nor shall this Agreement confer any right to either party that does not already exist at the time of this Agreement.

**5. REFILL IMPACTS ACCOUNTING PROCEDURES**

By the 15<sup>th</sup> day of every month after The District makes all transfer water available to Westlands, The District shall submit previous month daily refill account and refill impacts using DWR supplied Excel spreadsheet file named "20741\_StumpyMeadows\_Refill.xlsx" to contacts in Article 6(a) through (c) until the end of Refill Period.

The following columnar description sets forth the spreadsheet format, criteria, and procedures to be used for the determination of combined impacts to the Projects due to refilling the Vacated Storage in Stumpy Meadows Reservoir caused by the water transfer under this Agreement. Where the current day's computation is dependent upon the previous day's data: i signifies the current day and i-1 signifies the previous day.

Column 1 Date

Column 2 Actual Storage: observed end-of-day storage as recorded by the District's onsite data logger

Column 3 Transfer Account Balance, Beginning of Day: Transfer Account Balance at beginning of current day is equal to the Transfer Account Balance at end of previous day.

$$\text{Column } 3_i = \text{Column } 4_{i-1}$$

Column 4 Transfer Account Balance, End of Day: Transfer Account Balance at end of current day after current day refill volume and current day adjustment to transfer account balance due to release to eliminate refill impact.

$$\text{Column } 4_i = \text{Column } 3_i - \text{Column } 8_i + \text{Column } 13_i$$

Column 5 Theoretical Storage, Without Daily Refill Volume: end-of-day storage as would have occurred absent the water transfer without accounting for Daily Refill Volume on that day.

$$\text{Column } 5_i = \text{Column } 2_i + \text{Column } 3_i$$

Column 6 Theoretical Storage, With Daily Refill Volume: end-of-day storage as would have occurred absent the water transfer.

$$\text{Column } 6_i = \text{Column } 2_i + \text{Column } 4_i$$

Column 7 Allowable Storage: 20,000 acre-feet for Stumpy Meadows Reservoir

Column 8 Daily Refill Volume: amount of Transfer Water refilled on the current day.

$$\text{Column } 8_i = \text{Column } 5_i - \text{Column } 7_i \text{ but not less than zero and not greater than Column } 3_i$$

Column 9 Cumulative Refill Volume: total volume of Transfer Water that has been refilled through end of current day.

$$\text{Column } 9_i = \text{Column } 9_{i-1} + \text{Column } 8_i$$

Column 10 Delta Condition: “B” indicates that the Delta is in Balanced Conditions, and “E” indicates that the Delta is in Excess Conditions. (Source: Reclamation at <http://www.usbr.gov/mp/cvo/vungvari/coanew.pdf>, and DWR at <https://water.ca.gov/Programs/State-Water-Project/Operations-and-Maintenance/Operations-and-Delta-Status>). Note: this information need only be included in table when refill is occurring.

Column 11 Excess American Release: “Y” indicates that Folsom Reservoir is making Excess American Releases; “N” indicates that Folsom Reservoir is not making Excess American Releases (Source: Reclamation)

Column 12 Daily Refill Impact: Daily Refill Impact volume when either the Delta is in Balanced Conditions, or Folsom Reservoir is not making Excess American Releases, as indicated in Column 10 or Column 11.

If Column  $10_i = \text{“E”}$  and Column  $11_i = \text{“Y”}$ , then Column  $12_i = 0$ , otherwise Column  $12_i = \text{Column } 8_i$

Column 14 Release to Eliminate Refill Impact: Daily release from Stumpy Meadows Reservoir to eliminate Refill Impacts according to a schedule coordinated with Reclamation and DWR to compensate for the impacts.

Column 15 Cumulative Refill Impact: the accumulation of Daily Refill Impacts over the Refill Period.

Column  $14_i = \text{Column } 14_{i-1} + \text{Column } 12_i - \text{Column } 13_i$

## 6. NOTICES

- a. DWR – Contract Administration  
Anna Fock, State Water Project Analysis Office  
Post Office Box 942836  
Sacramento, California 94236-0001  
(916) 653-0190  
[Anna.fock@water.ca.gov](mailto:Anna.fock@water.ca.gov)
  
- b. DWR – Operations Contact  
Tracy Pettit-Polhemus, State Water Project Operations Control Office  
3310 El Camino Avenue, Suite 300  
Sacramento, California 95821-9000  
(916) 574-2662  
[tracy.pettit@water.ca.gov](mailto:tracy.pettit@water.ca.gov)
  
- c. Reclamation – Operations Contact  
Elizabeth Kiteck, Central Valley Operations Office  
3310 El Camino Avenue, Suite 300  
Sacramento, California 95821-9000  
(916) 979-2684  
[ekiteck@usbr.gov](mailto:ekiteck@usbr.gov)
  
- d. Georgetown Divide Public Utility District  
Jeff Nelson, General Manager  
P.O. Box 4240  
Georgetown, California 95631  
(530) 333-4356  
[gm@gd-pud.org](mailto:gm@gd-pud.org)

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on the date first written.

United States Bureau of Reclamation

Allison Febbo 8/14/2020  
Allison Febbo for Kristin White  
Operations Manager, Central Valley Operations Office

California Department of Water Resources

Molly White 8/14/2020  
Molly White  
Chief, SWP Water Operations Office

Georgetown Divide Public Utility District

Jeff Nelson - Georgetown Divide PUD 8/14/2020  
Jeff Nelson  
General Manager

**RESOLUTION NO. 2022-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**AUTHORIZING THE GENERAL MANAGER TO PREPARE A REQUEST FOR**  
**PROPOSALS (RFP) FOR CONSULTING SERVICES TO DEVELOP A WATER**  
**TRANSFER POLICY**

**WHEREAS**, a water transfer is “a voluntary sale of water proposed and initiated by willing sellers who have legal rights to a supply of water to an interested buyer,” and

**WHEREAS**, the Board of Directors adopted Resolution 2020-25 authorizing the interim general manager to execute an agreement related to a temporary transfer of up to 2,000 acre-feet of water to Westlands Water District (WWD) to allow them to supplement its water supply, and

**WHEREAS**, the Board received public comments about what they considered flaws in the process of approving the water transfer refill agreement, and

**WHEREAS**, the Board of Directors have expressed an interest in a water transfer policy to help guide future water transfer opportunities, ensuring they can be managed more closely, and

**WHEREAS**, The ability of the District to engage in the water transfer market is a way to generate additional revenue

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT** approves the development of a Request for Proposals for consulting services to develop a water transfer policy. This policy will be presented to the Board of Director Policy committee for approval and submittal to the Board of Directors for final approval.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 13h day of December 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

\_\_\_\_\_  
\_\_\_\_\_, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

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Nicholas Schneider, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**CERTIFICATION**

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 13<sup>th</sup> day of December 2022.

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Nicholas Schneider, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT