

State of California
The Resources Agency
DEPARTMENT OF WATER RESOURCES

AGREEMENT AMONG
THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA,
TULARE LAKE BASIN WATER STORAGE DISTRICT,
COUNTY OF KINGS,
AND
WESTLANDS WATER DISTRICT
FOR
NON-PERMANENT TRANSFER OF A PORTION OF
TULARE LAKE BASIN WATER STORAGE DISTRICT'S
STATE WATER PROJECT TABLE A WATER
COMMON LANDOWNER TRANSFER

SWPAO #22004

THIS AGREEMENT is made under the provisions of the California Water Resources Development Bond Act, and other applicable laws of the State of California among the Department of Water Resources of the State of California, herein referred to as "DWR," Tulare Lake Basin Water Storage District, herein referred to as "TLBWSD," County of Kings, herein referred to as "Kings," and Westlands Water District, herein referred to as "WWD." DWR, TLBWSD, Kings, and WWD may be referred to individually as "Party" or collectively as "Parties."

RECITALS

- A. DWR and TLBWSD have entered into a water supply contract, dated December 20, 1963, as subsequently amended, providing that DWR shall supply certain quantities of water to TLBWSD, providing that TLBWSD shall make certain payments to DWR, and setting forth the terms and conditions of such supply and payment (hereinafter the "TLBWSD Water Supply Contract").
- B. DWR and Kings have entered into a water supply contract, dated August 1, 1967, as subsequently amended, providing that DWR shall supply certain quantities of water to Kings, providing that Kings shall make certain payments to DWR, and setting forth the terms and conditions of such supply and payment (hereinafter "Kings Water Supply Contract").
- C. TLBWSD has requested DWR's approval for a non-permanent transfer of up to 4,500 acre-feet of TLBWSD's approved 2022 State Water Project (SWP) Table A water (TLBWSD's 2022 Table A Water) to Kings. The request was made on behalf of landowner Westlake Farms Incorporated, who farms in both TLBWSD's and Kings' service areas. Westlake Farms Incorporated will use the transferred water to better manage its water supplies. TLBWSD's 2022 Table A Water will be delivered to Kings through WWD's turnout(s) in Reach 7 of the California Aqueduct for use on lands within the Kings County portion of WWD's service area which is within the SWP place of use.
- D. TLBWSD and Kings confirm that the non-permanent Table A transfer satisfies the criteria in Article 57(d) and Article 57(g) of TLBWSD's and Kings' respective Water Supply Contract and have provided supporting documentation to DWR demonstrating compliance, which DWR has reviewed in approving the transfer request.
- E. TLBWSD, as the lead agency, has determined that the transfer of water to Kings under this Agreement is categorically exempt from the California Environmental Quality Act (CEQA) and filed a Notice of Exemption (NOE) with the State Clearinghouse on February 22, 2022. DWR, as the responsible agency, has determined that this activity is exempt from CEQA and will file an NOE based on the CEQA Guidelines Section 15301 (existing facilities) with the State Clearinghouse upon execution of this Agreement.

AGREEMENT

DWR approves the non-permanent Table A transfer of up to 4,500 acre-feet of TLBWSD's 2022 Table A Water to Kings, subject to the following terms and conditions:

TERM

1. This Agreement shall become effective upon execution by all Parties and shall terminate on December 31, 2022, or upon final payments to DWR of all costs attributable to this Agreement, whichever occurs later. However, the liability, hold harmless and indemnification obligations in this Agreement shall remain in effect until the expiration of the applicable statute of limitations, or until any claim or litigation concerning this Agreement asserted to DWR, TLBWSD, or WWD within the applicable statute of limitations is finally resolved, whichever occurs later.

UNIQUENESS OF AGREEMENT

2. DWR's approval under this Agreement to transfer up to 4,500 acre-feet of TLBWSD's 2022 Table A Water to Kings is unique and shall not be considered a precedent for future agreements or DWR activities.

WATER DELIVERY OF TLBWSD'S 2022 TABLE A WATER TO COUNTY OF KINGS

3. DWR shall deliver up to 4,500 acre-feet of TLBWSD's 2022 Table A water, previously scheduled for delivery to TLBWSD's service area, to Kings through WWD's turnout(s) at Reach 7 of the California Aqueduct. Water delivered to Kings under this Agreement will be considered part of TLBWSD's allocated 2022 Table A water, as though it were delivered to TLBWSD's service area.
4. In any given year, the amount of TLBWSD's Table A Water transferred under this Agreement and any other transfer or exchange agreement, plus the amount of TLBWSD's Table A Water delivered to TLBWSD or stored outside of TLBWSD's service area under Article 56 of TLBWSD's Water Supply Contract, shall not exceed TLBWSD's approved Table A amount for that year.

USE OF CALIFORNIA AQUEDUCT CAPACITY

5. Delivery of water under this Agreement shall be in accordance with a schedule that has been reviewed and approved by DWR under applicable provisions of TLBWSD's, and/or Kings' respective Water Supply Contract. Article 12(f) of

TLBWSD's and Kings' Water Supply Contract shall govern the priority for delivery of such water.

USE OF TLBWSD'S TABLE A WATER

6. TLBWSD's Table A water delivered to Kings' service area under this Agreement shall not be sold or used outside Kings' service area which is within the SWP place of use.

APPROVALS

7. The delivery of water under this Agreement shall be contingent upon, and subject to, any necessary approvals and shall be governed by the terms and conditions of such approvals and any other applicable legal requirements. TLBWSD, Kings, and WWD shall be responsible for complying with all applicable legal requirements and for securing any required consent, approvals, permits, or orders. TLBWSD, Kings, and WWD shall furnish to DWR copies of all approvals and agreements required for the delivery of water under this Agreement.

DELIVERY OF TLBWSD'S TABLE A WATER TO COUNTY OF KINGS

8. The delivery of water to Kings under this Agreement shall be in accordance with schedules reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.
9. The sum of deliveries scheduled to Kings under this Agreement, plus scheduled Kings SWP water deliveries, plus deliveries to Kings under any other agreements, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based under Kings' Water Supply Contract with DWR unless DWR determines that deliveries will not adversely impact SWP operations, facilities, or other SWP contractors.

WATER DELIVERY SCHEDULES

10. All water delivery schedules and revisions shall be in accordance with Article 12 of TLBWSD's and Kings' respective Water Supply Contract with DWR.

11. WWD may propose modifications to the proposed schedule for the delivery of TLBWSD's water under this Agreement if, on the basis of a with and without analysis, WWD determines that such deliveries would adversely impact WWD's finances, water supply or operations, and TLBWSD does not agree to mitigate for such impacts. The base case (without analysis) shall be those conditions estimated to occur in the absence of deliveries to WWD. The WWD analysis is a matter involving WWD and TLBWSD, not DWR. DWR is not liable to TLBWSD for the determinations WWD makes under this paragraph. DWR is not asserting the validity of WWD's analysis, nor is it to be held liable by TLBWSD for any actions resulting from WWD's analysis.
12. In coordination with Kings, TLBWSD shall submit monthly water delivery schedules and revised monthly schedules, if any, for approval to Project Water Management ("PWM") Office, Water Deliveries Section, indicating timing and point of delivery requested under this Agreement with reference to SWPAO #22004. Monthly schedules shall be sent by electronic mail to SWPSWDS@water.ca.gov.
13. In coordination with Kings, TLBWSD shall send weekly water schedules, indicating timing and point of delivery requested with reference to SWPAO #22004, by electronic mail by 10:00 am, Wednesday, for the following week, Monday through Sundays, to the following:
 - a. State Water Project Operations Control Office
Water Management Branch
Water_deliv_sched@water.ca.gov
Attention: Manager, Water Management Branch
 - b. State Water Project Operations Control Office
Power Management and Optimization Branch
POCOptimization@water.ca.gov
Attention: Manager, Power Management and Optimization Branch
 - c. State Water Project Operations Control Office
Pre-Scheduling Section
Presched@water.ca.gov
Attention: Manager, Pre-Scheduling Section
 - d. State Water Project Operations Control Office
Regulatory Compliance and Reporting Branch
OCO_car_reprt@water.ca.gov
PHONE (916) 574-2677
Attention: Manager, Reports Section

- e. San Joaquin Field Division
Water Operation Section
SJFDwaterschedule@water.ca.gov
Attention: Manager, Water Operation Section

WATER DELIVERY RECORDS

- 14. DWR will maintain monthly records documenting the delivery of TLBWSD's Table A water to Kings under this Agreement for use in Kings' service area.

CHARGES

- 15. TLBWSD shall pay to DWR the following charges for water delivered under this Agreement, including all future adjustments, which shall be calculated in the same manner as charges are calculated for Table A water deliveries and shall be in accordance with the provisions of TLBWSD's Water Supply Contract.
- 16. TLBWSD shall pay to DWR the Variable Operation, Maintenance, Power, and Replacement Component of the Transportation Charge and the Off-Aqueduct Power Facilities Cost that is in effect for each acre-foot of water delivered from the Delta to the point of delivery at WWD's turnout(s).
- 17. In addition to the charges identified above, TLBWSD agrees to pay to DWR any additional identified demonstrable increase in costs that would otherwise be borne by DWR or by the SWP contractors not signatory to this Agreement as a result of DWR providing service under this Agreement.
- 18. All payments under this Agreement not covered under TLBWSD's respective Water Supply Contracts with DWR shall be due 30 days after the date of DWR's billing. DWR shall charge interest if payments are delinquent by more than 30 days. TLBWSD shall pay to DWR accrued interest on these overdue payments at the rate of one percent per month from the due date to the date of payment.

NO IMPACT

- 19. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to SWP approved Table A water or to any other SWP approved water allocations, water deliveries, or SWP operations or facilities. This Agreement shall not impact the financial integrity of the SWP and shall not harm other SWP contractors not participating in this Agreement. TLBWSD, Kings, and WWD shall be responsible, jointly and severally, as determined by DWR, for any adverse impacts that may result from water deliveries under this Agreement. If

DWR determines that delivery under this Agreement results in unavoidable adverse impacts to the SWP or other SWP contractors not participating in this Agreement, DWR retains the right to review and reconsider its approval under this Agreement.

LIABILITY

20. DWR is not responsible for the use, effects, or disposal of water under this Agreement once the water is delivered to the designated turnout(s). Responsibility shall be governed by Article 13 of TLBWSD's and/or Kings' respective Water Supply Contract, as applicable, with responsibilities under the terms of that article shifting from DWR to TLBWSD and Kings when the water is delivered to the designated turnout(s).
21. TLBWSD, Kings, and WWD agree to defend and hold DWR, its officers, employees, and agents harmless from any direct or indirect loss, liability, lawsuits, cause of action, judgment or claim, and shall indemnify DWR, its officers, employees, and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees and agents incur as a result of DWR approving this Agreement or providing services under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees, and agents.
22. If uncontrollable forces preclude DWR from delivering water under this Agreement, either partially or completely, then DWR is relieved from the obligation to transfer or deliver the water to the extent that DWR is reasonably unable to complete the obligation due to the uncontrollable forces. Uncontrollable forces shall include, but are not limited to, earthquakes, fires, tornadoes, floods, and other natural or human caused disasters. TLBWSD, Kings, and WWD shall not be entitled to recover any administrative costs or other costs associated with the delivery of water under this Agreement if uncontrollable forces preclude DWR from delivering the water.

DISPUTE RESOLUTION

23. In the event of dispute regarding interpretation or implementation of this Agreement, the Director of DWR or his/her authorized representative and authorized representatives of TLBWSD, Kings, and WWD, shall endeavor to resolve the dispute by meeting within 30 days after the request of a Party. If the dispute remains unresolved, the Parties shall use the services of a mutually acceptable consultant in an effort to resolve the dispute. Parties involved in the dispute shall share the fees and expenses of the consultant equally. If a consultant cannot be agreed upon, or if the consultant's recommendations are not acceptable to the Parties, and unless the Parties otherwise agree, the matter may be resolved by

litigation and any Party may, at its option, pursue any available legal remedy including, but not limited to, injunctive and other equitable relief.

ASSIGNMENT OF AGREEMENT

24. Without the prior written consent of DWR, TLBWSD, Kings, and WWD, this Agreement is not assignable by TLBWSD, Kings, and WWD in whole or in part.

PARAGRAPH HEADINGS

25. The paragraph headings of this Agreement are for the convenience of the Parties and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

OPINION AND DETERMINATION

26. Where the terms of this Agreement provide for actions to be based upon the opinion, judgment, approval, review, or determination of any Party, such terms are to be construed as providing that such opinion, judgment, approval, review, or determination be reasonable.

NO MODIFICATION OF AGREEMENT

27. No modification of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties to this Agreement.

NO MODIFICATION OF WATER SUPPLY CONTRACT

28. This Agreement shall not be interpreted to modify the terms or conditions of TLBWSD's and Kings' respective Water Supply Contract. Unless expressly provided herein, the terms and conditions of TLBWSD's and Kings' respective Water Supply Contract and any future amendments apply to this Agreement.

SIGNATURE CLAUSE

29. The signatories represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. A copy of any resolution or other documentation authorizing TLBWSD, Kings, and WWD to enter into this Agreement, if such resolution or authorization is required, shall be provided to DWR before the execution of this Agreement.

EXECUTION

30. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.
31. All Parties will receive an executed copy of this Agreement via DocuSign after all Parties have signed.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement

Approved as to Legal Form
and Sufficiency

STATE OF CALIFORNIA DEPARTMENT
OF WATER RESOURCES

Tom Gibson *TD*
Thomas Gibson, General Counsel
Department of Water Resources

John Leahigh
John Leahigh
Water Operations Executive Manager
Operations and Maintenance

5/12/2022
Date

5/12/2022
Date

TULARE LAKE BASIN STORAGE
WATER DISTRICT

COUNTY OF KINGS

Jacob Westra
Name

Edward Hill
Name

General Manager
Title

County Administrative Officer
Title

4/22/2022
Date

5/11/2022
Date

WESTLANDS WATER DISTRICT

Thomas W. Birmingham

Name

General Manager

Title

4/18/2022

Date

Certificate Of Completion

Envelope Id: 096CB103A5874E5391D7FE75041AA7E0

Status: Completed

Subject: Please DocuSign: 22004_POD_tlbwd_countyofkings_wwd.Final.pdf

FormID:

Source Envelope:

Document Pages: 11

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 1

DWR WOEM Support Staff

AutoNav: Enabled

1416 9th Street

Enveloped Stamping: Enabled

Sacramento, CA 95814

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

woemadmin@water.ca.gov

IP Address: 136.200.53.20

Record Tracking

Status: Original

Holder: DWR WOEM Support Staff

Location: DocuSign

4/18/2022 1:49:03 PM

woemadmin@water.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Department of Water Resources

Location: DocuSign

Signer Events**Signature****Timestamp**

Edward Hill

edward.hill@co.kings.ca.us

County Administrative Officer

Security Level: Email, Account Authentication
(None)*Edward Hill*

Signature Adoption: Pre-selected Style

Signed by link sent to edward.hill@co.kings.ca.us

Using IP Address: 206.78.91.54

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Resent: 5/2/2022 2:34:38 PM

Resent: 5/9/2022 10:50:59 AM

Viewed: 5/9/2022 11:25:46 AM

Signed: 5/11/2022 4:34:00 PM

Electronic Record and Signature Disclosure:

Accepted: 4/20/2022 8:10:04 AM

ID: d8af254a-d539-410b-ae6f-795660711c43

Jacob Westra

jwestra@tlbwsd.com

General Manager

Security Level: Email, Account Authentication
(None)*Jacob Westra*

Signature Adoption: Pre-selected Style

Signed by link sent to jwestra@tlbwsd.com

Using IP Address: 74.92.248.165

Sent: 4/18/2022 3:05:55 PM

Viewed: 4/19/2022 5:54:07 PM

Signed: 4/22/2022 8:51:09 AM

Electronic Record and Signature Disclosure:

Accepted: 4/19/2022 5:54:07 PM

ID: f72d157b-985d-4064-b1ce-d3ed99c16c1e

Thomas W. Birmingham

tbirmingham@wwd.ca.gov

General Manager

Westlands Water District

Security Level: Email, Account Authentication
(None)*Thomas W. Birmingham*

Signature Adoption: Pre-selected Style

Signed by link sent to tbirmingham@wwd.ca.gov

Using IP Address: 107.77.212.234

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Viewed: 4/18/2022 5:59:26 PM

Signed: 4/18/2022 5:59:46 PM

Electronic Record and Signature Disclosure:

Accepted: 4/18/2022 5:59:26 PM

ID: de1c1421-c417-49e7-9e31-fc5d9f1a5b05

Signer Events	Signature	Timestamp
<p>Katerina Deaver katerina.deaver@water.ca.gov Department of Water Resources Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Signed by link sent to katerina.deaver@water.ca.gov Using IP Address: 136.200.53.18	<p>Sent: 5/11/2022 4:34:01 PM Viewed: 5/12/2022 8:39:56 AM Signed: 5/12/2022 8:42:27 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Laura Boosalis laura.boosalis@water.ca.gov Department of Water Resources Security Level: Email, Account Authentication (None)</p>	<p>Completed</p> <p>Signed by link sent to laura.boosalis@water.ca.gov Using IP Address: 108.249.27.245</p>	<p>Sent: 5/12/2022 8:42:29 AM Viewed: 5/12/2022 8:55:44 AM Signed: 5/12/2022 8:56:39 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Tom Gibson Thomas.Gibson@water.ca.gov General Counsel Office of the General Counsel Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Signed by link sent to Thomas.Gibson@water.ca.gov Using IP Address: 68.127.162.178	<p>Sent: 5/12/2022 8:56:41 AM Viewed: 5/12/2022 12:35:04 PM Signed: 5/12/2022 12:35:18 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 5/12/2022 12:35:04 PM ID: 40107ad5-6d58-4517-9c5c-b57e69063595</p>		
<p>John Leahigh John.Leahigh@water.ca.gov Lead Water Manager Department of Water Resources Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Signed by link sent to John.Leahigh@water.ca.gov Using IP Address: 136.200.53.18	<p>Sent: 5/12/2022 12:35:20 PM Viewed: 5/12/2022 2:02:38 PM Signed: 5/12/2022 2:03:23 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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James Edwards
james.edwards@water.ca.gov
Senior Engineer, Water Resources
Department of Water Resources
Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

WOEM Support Staff
woemadmin@water.ca.gov
Department of Water Resources
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	5/12/2022 2:03:23 PM
Completed	Security Checked	5/12/2022 2:03:25 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Department of Water Resources (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Department of Water Resources:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: (916) 653-5791

To contact us by paper mail, please send correspondence to:

Department of Water Resources

P.O. Box 942836

Sacramento, CA 95236-0001

To advise Department of Water Resources of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at don.davis@water.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Department of Water Resources

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to don.davis@water.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Department of Water Resources

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Water Resources as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Water Resources during the course of my relationship with you.