



Department of Water Resources
2022 Special Contract Claims Procedure
Attachment 1 Claim Request Form for
Crop Damage or Loss of Income

Electronic Form: <https://forms.office.com/g/0dFUZc0Vv5>

Please provide the following information through the electronic form as applicable. Submit any supporting documents as attachments as necessary to swp_settlement@water.ca.gov.

If you have any questions, please contact: swp_settlement@water.ca.gov

1. Name of Claimant(s):
2. Percent Ownership of Each Claimant (if only one Claimant, enter 100%):
3. Property (APN and address or other description):
Submit copies of any deeds or agreements supporting a legal right to the property
4. Address for Claimant(s):
5. Phone Number for Claimant(s):
6. Email Address for Claimant(s):
7. Description of the circumstances surrounding the claimed damage or loss of net income:
8. Provide information on 2022 permanent crops—yield quantities and values (as applicable):
9. Provide information on 2022 annual crops—planting decisions and details (Please include if the crops were planted or fallowed; sow date(s); harvest date(s); receipts/invoices; yield quantities; and yield values as applicable):
10. Timing and quantity of irrigation and pre-irrigation:
11. Soil salinity data (e.g., pre- and post-planting root-zone concentrations):
12. Crop history on the property for the past five years:

Attachment 1 Claim Request Form

13. Knowledge of water quality (including historic, where available, and current applied water quality [e.g., electrical conductivity, chloride, boron, and sodium concentrations]), and flexibility regarding irrigation (i.e., could you have pre-irrigated when water quality standards were met?):
14. Method of calculating yield reduction per acre:
15. Estimate of losses of net income due to SWP operation in connection with 1981 Contract, calculated on the basis of the Claimant's average net income for any three of the prior five years. Briefly describe how calculated:
16. I verify I have submitted all copies of the following to swp_settlement@water.ca.gov with the subject "2022 DWR Special Contract Claims"
 - (1) All Deeds or Agreements Supporting Legal Right to the Property
 - (2) Verification of Crop Sales
 - (3) Information regarding crop insurance
 - (4) Attachment 2, Signature page, certified by NDWA
 - (5) Any additional documents, as necessary
17. I certify that, to the best of my knowledge, the provided information is true and accurate. Additionally, I consent to be contacted by DWR to service this claim including, but not limited to, requests for additional information.



Department of Water Resources
2022 Special Contract Claims Procedure
Attachment 2 Signature Page

Electronic Form: [Click Here](#)

(Property APN and Address)

I hereby certify that the losses on which this claim is based have not been paid and are not payable from any other party. I declare under penalty of perjury that the information submitted pursuant to this claims process is true and correct.

(Date)

_____ as represented by _____
(Printed Claimant Name) (Self or Claimant Legal Representative)

(Signature)

The North Delta Water Agency hereby certifies that the property upon which this claim is based was at the time of the claimed loss, and is now, within the boundaries of the North Delta Water Agency as specified in the North Delta Water Agency Act (California Water Code App. Ch. 115 et seq.), and covered by the protections of the 1981 Contract Between the State of California Department of Water Resources and the North Delta Water Agency for the Assurance of a Dependable Water Supply of Suitable Quality, as amended.

(Date)

_____, legal representative of North Delta Water Agency
(Printed Name)

(Signature)



Department of Water Resources
2022 Special Contract Claims Procedure
Attachment 3 Dispute Resolution Initiation Form

Electronic Form: <https://forms.office.com/g/Gz6N2bSdaW>

Please provide the following information through the electronic form as applicable. Submit any supporting documents as attachments as necessary to swp_settlement@water.ca.gov.

If you have any questions, please contact: swp_settlement@water.ca.gov

1. Name of Claimant(s):
2. Percent Ownership of Each Claimant (if only one Claimant, enter 100%):
3. Property (APN or other description):
4. Address for Claimant(s):
5. Phone Number for Claimant(s):
6. Email Address for Claimant(s):
7. Are you the Claimant, or representative for the Claimant?
8. Consent to Enter into Binding Resolution: Participation in expedited dispute resolution of 2022 Drought Emergency Claims pursuant to the Department of Water Resources Special Contract Claims Procedure established by virtue of the 1981 Contract Between the Department of Water Resources and the North Delta Water Agency for the Assurance of a Dependable Water Supply of Suitable Quality is voluntary. Should it be utilized by Claimant, it requires the agreement of Claimant to be bound by the decision rendered.

I, _____, on behalf of Claimant, freely and voluntarily agree to be bound, and have authority to bind Claimant, to any determination regarding my claim against the Department of Water Resources brought under this Special Contract Claims Procedure, and shall not pursue any further recourse, legal or otherwise, as it relates to this claim.

9. Dispute Resolution Procedure: If Claimant disputes the outcome of the initial claim review process, Claimant may choose to pursue this Dispute Resolution Procedure.

(1) Claimant shall submit to DWR a completed and signed Dispute Resolution Initiation form.

Attachment 3 Dispute Resolution Initiation Form

(2) Any controversy or claim pursued through this Dispute Resolution Procedure shall be settled by arbitration, and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

(3) Rules of Arbitration:

- a) Claims shall be heard by a panel of three arbitrators. One arbitrator shall be selected by DWR. One arbitrator shall be selected by NDWA. One arbitrator shall be selected by DWR but shall not be a DWR employee, and shall be an agricultural practices and crop yield expert.
- b) The place of arbitration shall be Sacramento, CA.
- c) The arbitration shall be governed by the laws of the State of California.
- d) There shall be no discovery allowed. The arbitration will be based on the production of documents during the initial claims review by Claimant and DWR, and there shall be no in-person or oral hearing. Written or electronic documents beyond those submitted during the initial claims review may be submitted as clarifications to the claim only at the request of a majority of the arbitrators.
- e) Time is of the essence for any arbitration under this agreement and arbitration shall take place within 90 days of filing, and awards rendered within 120 days. Arbitrators shall agree to these time limits prior to accepting appointment.
- f) The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages as determined by the 1981 Contract provision 4(b)(iv), except as may be required by statute.
- g) Each party shall bear its own costs and expenses, and an equal share of arbitration fees and any administrative fees of arbitration. A cost quote for arbitration shall be prepared by the neutral arbitrator and payment of arbitration fees and any administrative fees of arbitration shall be paid prior to initiation of arbitration, including initial review of documents.
- h) Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without prior written consent of DWR and NDWA.

10. Payment of Approved Claims: Payment shall only occur after Claimant submits to DWR a complete and signed Release of Liability form, Form 9657, Std 021, Std 204, and any other such forms as determined by DWR's sole discretion. Such forms shall be furnished by DWR to Claimant with the written notice of claim approval.

Attachment 3 Dispute Resolution Initiation Form

I hereby certify that the losses on which this claim is based have not been paid and are not payable from any other party. I declare under penalty of perjury that the information given above is true and correct. I agree to enter into this binding dispute resolution process as defined in the documents collectively known as the Department of Water Resources Special Contract Claims Procedure for the 1981 Contract Between the State of California Department of Water Resources and the North Delta Water Agency for the Assurance of a Dependable Water Supply of Suitable Quality.

(Date)

_____ as represented by _____
(Printed Claimant Name) (Self or Claimant Legal Representative)

(Signature)