

1 CCAO Draft 07/27-2001

2 R.O. Draft 05/30-2002

3 R.O. Draft 06/14-2002

4 Rev. R.O. 07/15-2002

5 Amendment to

6 Amendatory Contract

7 No. 14-06-200-5082A

8
9 UNITED STATES
10 DEPARTMENT OF THE INTERIOR
11 BUREAU OF RECLAMATION
12 Central Valley Project, California

13 AMENDMENT TO AMENDATORY CONTRACT BETWEEN
14 THE UNITED STATES AND PLACER COUNTY WATER AGENCY
15 PROVIDING FOR PROJECT WATER SERVICE FROM
16 THE AMERICAN RIVER DIVISION

17 THIS CONTRACT AMENDMENT, made this 27th day of

18 August, 20 02, in pursuance generally of the Act of June 17, 1902
19 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including but not limited
20 to, the Acts of August 26, 1937 (50 Stat. 844), as amended and supplemented, August 4, 1939
21 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70 Stat. 483), June 21, 1963
22 (77 Stat. 68), October 12, 1982 (96 Stat. 1262), October 27, 1986 (100 Stat. 3050), as
23 amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively
24 hereinafter referred to as the Federal Reclamation law, between THE UNITED STATES OF
25 AMERICA, hereinafter referred to as the United States, and PLACER COUNTY WATER
26 AGENCY, hereinafter referred to as the Contractor, a public agency of the State of California,
27 duly organized, existing, and acting pursuant to the laws thereof, with its principal place of
28 business in California;

WITNESSTH, That:

[1st] WHEREAS, on February 26, 2002, the United States and the Contractor entered into Amendatory Contract No. 14-06-200-5082A, hereinafter referred to as the Amendatory Contract; and

[2nd] WHEREAS, prior to entering into the Amendatory Contract the parties hereto had agreed that in the event a point of diversion for deliveries of Project Water under the Amendatory Contract was established on the Sacramento River north of the American River and the proposed Auburn Dam was fully completed, the annual quantity of 35,000 acre-feet of Irrigation Water and/or M&I Water set forth in subsection (a) of Article 3 could potentially be increased at the time of contract renewal; and

[3rd] WHEREAS, it was further agreed that upon request of the Contractor, the Contracting Officer may petition the California State Water Resources Control Board to include said point of delivery to the water rights permits of the Project; and

[4th] WHEREAS, the provisions relating to the agreements identified in the 2nd and 3rd WHEREAS clauses were inadvertently omitted from the Amendatory Contract by mutual mistake, the parties hereto desire to amend subdivision (a) of Article 3 and subdivision (a) of Article 5 of the Amendatory Contract to include the omitted provisions.

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby agreed as follows:

1. Subdivision (a) of Article 3 of the Amendatory Contract is deleted in its entirety, and the following is substituted in lieu thereof:

3. (a) During each Year, consistent with all applicable State water rights permits, and licenses, Federal law, and subject to the provisions set forth in Articles 11 and 12 of this Contract, the Contracting Officer shall make available for delivery to the Contractor 35,000 acre-feet of Irrigation Water and/or M&I Water. If agreed to by the Contracting Officer and the Contractor, the 35,000 acre-feet may be increased in any renewal of this Contract (i) if and when a point of diversion for Project Water is established on the Sacramento River as described in Article 5(a) and, (ii) if and when the proposed Auburn Dam is fully completed, the United States obtains the necessary water rights for the Auburn Project, and such action continues to be consistent with Federal and State law. The Contracting Officer agrees to recognize the relevant historic relationship with the Contractor relative to water supplies contemplated from Auburn Reservoir in determining such increased amount. The quantity of Water Delivered to the Contractor in accordance with this subdivision shall be scheduled and paid for pursuant to the provisions of Articles 4 and 7 of this Contract.

2. Subdivision (a) of Article 5 of the Amendatory Contract is deleted in its entirety, and the following is substituted in lieu thereof:

5. (a) Project Water scheduled pursuant to subdivision (b) of Article 4 of this Contract shall be delivered to the Contractor at Folsom Dam and any additional point or points of delivery either on Project facilities or another location or locations mutually agreed to in writing by the Contracting Officer and the Contractor, including a potential point of delivery on the Sacramento River north of the American River. The parties acknowledge that the potential Sacramento River point of delivery may be at a point that, as of the date of this Contract, is not included as an authorized point of delivery under the water rights permits of the

Project. Project water will not be delivered to this point of delivery unless and until such point is added to the water right permits of the Project. Upon request of the Contractor, the Contracting Officer may petition the California State Water Resources Control Board to include the necessary point of delivery to the water rights for the Project, and the Contractor shall cooperate with and assist the Contracting Officer in prosecuting such petition in a timely manner. The Contracting Officer shall bear neither responsibility nor liability for existing and/or future constructed non-federal diversion or delivery facilities or the use thereof.

3. Except as specifically amended herein, the Amendatory Contract dated February 26, 2002, shall remain in full force and effect as originally written and executed.

IN WITNESS WHEREOF, the parties hereto have executed this Contract
Amendment as of the day and year first above written.

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

James E. Tinsley
OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA

By: [Signature]
for Regional Director, Mid-Pacific Region
Bureau of Reclamation

PLACER COUNTY WATER AGENCY

By: Howell M. Jones
President of the Board of Directors

Attest:

By: [Signature]
Secretary of the Board of Directors

RESOLUTION NO. 02- 27

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLACER COUNTY WATER AGENCY AUTHORIZING EXECUTION OF
AMENDMENT TO AMENDATORY CONTRACT BETWEEN THE UNITED
STATES, DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION AND
PLACER COUNTY WATER AGENCY PROVIDING FOR PROJECT WATER
SERVICE FROM THE AMERICAN RIVER DIVISION

BE IT RESOLVED by the Board of Directors of the Placer County Water Agency
as follows:

That the Chair be and is hereby authorized to execute the Amendment to
Amendatory Contract Between the United States of America Department of the Interior,
Bureau of Reclamation and the Placer County Water Agency providing for project water
service from the American River Division, a copy of said agreement to be filed in the
Office of the Clerk to the Board.

The foregoing Resolution was duly passed at an adjourned meeting of the Board
of Directors of the Placer County Water Agency held on the 15th day of August, 2002, by
the following vote on roll call:

AYES: Directors Ferreira, Lee, Roccucci, Wollan, and Chair Jarvis.
NOES: None.
ABSENT: None.

/s/ Lowell M. Jarvis

Chairman, Board of Directors
Placer County Water Agency

ATTEST:


/s/ KA Smith

Clerk, Board of Directors
Placer County Water Agency

CERTIFICATION

The foregoing instrument is a correct
copy of the original on file at the
Placer County Water Agency,
Auburn, California.

ATTEST:


Kathleen A. Smith
Clerk to the Board of Directors

Dated: 08/16/02

THE FIRST PART OF THE BOOK IS A HISTORY OF THE
PEOPLE OF THE WORLD FROM THE BEGINNING OF
THE WORLD TO THE PRESENT TIME. THE SECOND
PART IS A HISTORY OF THE WORLD FROM THE
PRESENT TIME TO THE END OF THE WORLD.

THE THIRD PART OF THE BOOK IS A HISTORY OF
THE WORLD FROM THE END OF THE WORLD TO
THE BEGINNING OF THE NEXT WORLD. THE
FOURTH PART IS A HISTORY OF THE WORLD
FROM THE BEGINNING OF THE NEXT WORLD TO
THE END OF THE NEXT WORLD.

THE FIFTH PART OF THE BOOK IS A HISTORY
OF THE WORLD FROM THE END OF THE NEXT
WORLD TO THE BEGINNING OF THE NEXT
WORLD.

THE SIXTH PART OF THE BOOK IS A HISTORY
OF THE WORLD FROM THE BEGINNING OF THE
NEXT WORLD TO THE END OF THE NEXT
WORLD.

THE SEVENTH PART OF THE BOOK IS A HISTORY
OF THE WORLD FROM THE END OF THE NEXT
WORLD TO THE BEGINNING OF THE NEXT
WORLD.

THE EIGHTH PART OF THE BOOK IS A HISTORY
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NEXT WORLD TO THE END OF THE NEXT
WORLD.