

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Cachuma Project, California
CONTRACT FOR THE
STORAGE AND CONVEYANCE OF NON-PROJECT WATER
BETWEEN THE UNITED STATES
AND
THE CENTRAL COAST WATER AUTHORITY

Contract No.
5-07-20-W1282

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EXHIBIT

DOI-1e

1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 Cachuma Project, California

5 CONTRACT FOR THE
6 STORAGE AND CONVEYANCE OF NON-PROJECT WATER
7 BETWEEN THE UNITED STATES
8 AND
9 THE CENTRAL COAST WATER AUTHORITY

10 THIS CONTRACT, made this 25th day of July, 1995, pursuant
11 to the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof and
12 supplementary thereto, including Section 305 of the Reclamation States Emergency
13 Drought Act of 1991, enacted March 5, 1992 (106 Stat. 59), all collectively hereinafter
14 referred to as the Federal Reclamation laws, between THE UNITED STATES OF
15 AMERICA, hereinafter referred to as the United States, represented by the officer
16 executing this contract, hereinafter referred to as the Contracting Officer, and the
17 CENTRAL COAST WATER AUTHORITY, hereinafter referred to as the Contractor,

18 WITNESSETH, That:

19 EXPLANATORY RECITALS

20 WHEREAS, on September 12, 1949, the United States and the Santa
21 Barbara County Water Agency, hereinafter referred to as the Agency, entered into
22 Contract No. I75r-1802 pursuant to which water from the Cachuma Project is furnished
23 to Carpinteria County Water District, ^{Waller} Goleta Water District, Montecito Water District,
24 ^(Now Montecito) Summerland County Water District and Santa Ynez River Water Conservation District,
25 Improvement District No. 1, and the City of Santa Barbara, hereinafter referred to as the
26 Member Units; and

1 WHEREAS, on February 24, 1956, the United States, the Member Units
2 and the Agency entered into Contract No. 14-06-200-5222 which provides for the
3 transfer of responsibility for operation and maintenance of the Cachuma Project
4 facilities, including performance of all valid obligations of the United States pertaining to
5 the transportation, storage, and delivery of water from, through or by those Project
6 facilities, excepting Bradbury Dam and outlet works, to the Member Units; and

7 WHEREAS, pursuant to Contract No. 14-06-200-5222, the Member Units
8 established a board of control, known as the Cachuma Operations and Maintenance
9 Board, to carry out the provision of that contract,

10 WHEREAS, the Contractor has a supply of Non-Project Water, which it
11 wishes to Store and/or Convey through facilities of the Cachuma Project for Municipal
12 and Industrial Uses; and

13 WHEREAS, on July 6, 1995 (date), the Contractor and the Cachuma
14 Project Authority, a joint exercise of powers authority representing the Member Units
15 entered into a Memorandum of Understanding (MOU) for the creation of a trust fund
16 dedicated to developing and supporting water management programs and projects
17 beneficial to the Cachuma Project with the expectation that the United States would
18 become a party to such MOU in conjunction with entering into this Contract; and

19 WHEREAS, it is not the intention of the parties that this contract will
20 change the quantity of water diverted from the Santa Ynez River, the point of diversion,
21 the quantities of Project water made available to water purveyors who receive Project

1 water or the rights and responsibilities of the Member Units concerning operation and
2 maintenance; and

3 WHEREAS, the United States is willing to become a party to the MOU
4 and to Store and/or Convey the Contractor's Non-Project Water in and/or through
5 facilities of the Cachuma Project for Municipal and Industrial Uses in accordance with
6 the terms and conditions set forth below; and

7 NOW, THEREFORE, in consideration of the covenants herein contained,
8 the parties agree as follows:

9 DEFINITIONS

10 1. When used herein, the term:

11 (a) "Secretary" or "Contracting Officer" shall mean the Secretary of the
12 Interior or his duly authorized representative;

13 (b) "Project" shall mean the Cachuma Project including but not limited
14 to Bradbury Dam, Lake Cachuma (Lake), Tecolote Tunnel (Tunnel), Lauro
15 Reservoir, the South Coast Conduit (Conduit) facilities constructed by the United
16 States Bureau of Reclamation;

17 (c) "Non-Project Water" shall mean water not appropriated by the
18 United States for the Project which is acquired by or available to the Contractor
19 from or through the California State Water Project pursuant to contract with the
20 State of California Department of Water Resources (DWR) and from other
21 sources as may be approved by the Contracting Officer;

1 (d) "Excess Capacity" shall mean capacity not needed to store and/or
2 convey Project water;

3 (e) "Municipal and Industrial Uses" or "M&I Uses" shall mean
4 uses other than the commercial production of agricultural crops;

5 (f) "Year" shall mean the period May 15 of each year through May 14
6 of the following year or such other period as approved by the Contracting Officer;

7 (g) "Storage or Store" shall mean the retention of Non-Project Water in
8 the Lake for a period in excess of 30 days;

9 (h) "Conveyance or Convey" shall mean the transportation of Non-
10 Project Water through any or all of the following: (i) the Lake, if the water is
11 released from the Lake within 30 days of its introduction or (ii) other Project
12 facilities; and

13 (i) "Spill" shall mean an event during which (i) the Lake surface
14 is above the Maximum Conservation Storage Pool Elevation and releases are
15 being made through the spillway, or (ii) releases are being made through the
16 outlet works valves to maintain the Lake surface at the Maximum Conservation
17 Storage Pool Elevation. "Maximum Conservation Storage Pool Elevation" is the
18 elevation above which water may not be stored for the purpose of conservation
19 under applicable law, regulation, or operating criteria and procedures. As of the
20 effective date of this Contract, the Maximum Conservation Storage Pool Elevation
21 is 750.0 feet Mean Sea Level.

1 TERM OF CONTRACT

2 2. This Contract shall become effective on the date on which the Contractor
3 first introduces Non-Project Water into Project facilities and shall remain in effect for a
4 term of 25 years from that date.

5 STORAGE AND CONVEYANCE OF NON-PROJECT WATER

6 3. (a) The United States shall permit Storage and/or Conveyance of Non-
7 Project Water by the Contractor for M&I Uses in and through Excess Capacity in
8 Project facilities during the upcoming year, in accordance with a written schedule
9 submitted to the Contracting Officer two (2) months prior to the start of each Year.
10 Such written schedule must be approved by the Contracting Officer prior to the
11 introduction of Non-Project Water into Project facilities. Any revision or revisions
12 thereof, must be submitted by the Contractor to the Contracting Officer for approval
13 prior to implementation thereof.

14 (b) To the extent of Excess Capacity, the Contractor shall have the right
15 to Store and/or Convey up to 13,750 acre-feet of Non-Project Water per year in and
16 through the Project. In addition, the Contractor shall have the right to Store and/or
17 Convey additional Non-Project Water to the extent the Contractor determines that it has
18 the need for such services and to the extent the Contracting Officer determines that the
19 necessary Excess Capacity is available.

20 (c) If at any time the Contracting Officer determines that there will not
21 be Excess Capacity in Project facilities for the Storage and/or Conveyance of the Non-
22 Project Water in accordance with the approved schedule, the Contracting Officer shall so

1 notify the Contractor in writing. Within seventy-two (72) hours of receipt of such a
2 notice, the Contractor shall submit a revised schedule to the Contracting Officer for
3 approval.

4 (d) If Spill occurs from the Lake, the first water Spilled shall be deemed
5 to be the Non-Project Water then in the Lake. No Non-Project Water shall be
6 introduced into the Lake during a Spill: Provided, That the Contracting Officer will, to
7 the extent possible, inform the Contractor by written notice, or otherwise, of any
8 impending Spill from the Lake: and Provided further, That to the extent the Non-
9 Project Water is en route to and/or Stored in the Lake, when the Contractor has been
10 so informed, such Non-Project Water shall, at the Contractor's request, be released into
11 the Tunnel or into the Santa Ynez River, to the extent the United States is able to do so
12 as conclusively determined by the Contracting Officer.

13 (e) The quantity of Non-Project Water shall be subject to seepage or
14 evaporation loss when Stored in the Lake. The quantity of water which seeps or
15 evaporates from the Lake shall be determined by the Contracting Officer and prorated
16 between the Non-Project Water and Project water on a monthly basis.

17 (f) Non-Project Water introduced into Project facilities and not
18 scheduled by the Contractor for delivery therefrom during the term of this contract shall
19 be considered unused water available for Project use by the United States upon
20 expiration of this contract: Provided, That the Contractor must still pay the United
21 States for such use of the Project at the applicable rate specified in Article 4.

1 (d) Upon execution of this Contract, the Contractor shall pay a one
2 time administration fee of \$5,000.

3 (e) The Contracting Officer shall advise the Contractor of the method
4 by which the Contractor shall submit payments to the United States. The method could
5 be by check, lock-box arrangement or wire transfer directly to the Treasury Financial
6 Communications System (TFCS).

7 POINTS OF DELIVERY AND MEASUREMENT OF
8 WATER-RETURN FLOW

9 5. (a) The quantity of Non-Project Water shall be measured and recorded
10 prior to the point of introduction into the Lake and at the point of diversion from the
11 Lake as provided in this article.

12 (b) The Non-Project Water introduced into the Lake shall be measured
13 and recorded at the Santa Ynez Pumping Plant by the Contractor with devices approved
14 by the Contracting Officer. The Contractor shall examine, test and service the measuring
15 and recording devices. Upon the written request of either party or at least once a
16 calendar year, the Contractor and the Contracting Officer shall investigate the accuracy
17 of the measuring and recording devices required by this contract and the Contractor shall
18 promptly correct any errors in measurement or recording disclosed by such investigation.
19 If such device is found to be defective or inaccurate, it shall be adjusted, repaired, or
20 replaced without expense to the United States. In the event the Contractor neglects or
21 fails to make such repairs or replacements within a reasonable time and to the
22 reasonable satisfaction of the Contracting Officer, the Contracting Officer shall

1 determine the appropriate measurements to be used to implement this contract pending
2 the Contractor's completion of the necessary repairs or replacements.

3 (c) The Non-Project water diverted form the Lake shall be measured
4 and recorded at the Tunnel. The Member Units currently provide for measurement and
5 recordation of water delivered by or through Project facilities including the Tunnel, and
6 responsible for the accuracy and servicing of the measuring and recording devices at the
7 Tunnel, which responsibilities are carried out through the Cachuma Operation and
8 Maintenance Board, hereafter referred to as the Board. Therefore, the Contractor shall
9 seek to engage the services of the Board or any successor entity thereof designated by
10 the Member Units to measure and record the quantity of Non-Project Water at the
11 Tunnel. If the Board or any successor entity declines or is unable to perform such
12 service, the Contractor shall otherwise provide for measurement and recordation of Non-
13 Project Water diverted from the Lake including the accuracy of measuring and recording
14 devices in a manner similar to that described in paragraph 5(b) above.

15 UNITED STATES NOT RESPONSIBLE FOR DELIVERY OF
16 NON-PROJECT WATER

17 6. The United States shall not be responsible for the control, care or
18 distribution of the Non-Project Water before introduction into or after delivery from
19 Project facilities.

20 ADJUSTMENTS

21 7. The amount of any overpayment by the Contractor by reason of the
22 quantity of Non-Project Water actually Stored or Conveyed for the Contractor during any
23 Year, as conclusively determined by the Contracting Officer, having been less than the

1 quantity of water which the Contractor otherwise under the provisions of this contract
2 would have been required to pay for, shall be applied first to any accrued indebtedness
3 arising out of this contract then due and owing to the United States by the Contractor
4 and any amount of such overpayment then remaining at the option of the Contractor
5 shall be refunded to the Contractor or credited upon the amount to become due to the
6 United States from the Contractor under the provisions hereof in the ensuing Year.

7 UNITED STATES NOT LIABLE

8 8. The Contractor hereby releases and agrees to defend and indemnify the
9 United States, its officers, agents, and employees from every claim for damage to persons
10 or property, direct or indirect, resulting from the Contractor's performance of this
11 contract including the introduction of Non-Project Water into or the delivery of Non-
12 Project Water from Project facilities. The Contractor further releases the United States,
13 its officers, agents, or employees from every claim for damage to persons or property,
14 direct or indirect, resulting from the Contracting Officer's determinations of the amount
15 of Excess Capacity available in Project facilities for the Storage and Conveyance of Non-
16 Project Water to the Contractor. Nothing contained in this article shall be construed as
17 assumption of liability by the Contractor with respect to such matters.

18 EFFICIENT USE OF EXCESS CAPACITY

19 9. To encourage efficient use of the Excess Capacity, the Contractor and
20 entities to which the Contractor delivers Non-Project Water through Project facilities, if
21 not already signatory parties to the 1991 Memorandum of Understanding Regarding
22 Urban Water Conservation in California, hereinafter referred to as the 1991 MOU, shall

1 become signatory parties and full participants of the 1991 MOU, prior to the Storage or
2 Conveyance of Non-Project Water pursuant to this Contract; Provided, That the La
3 Cumbre Mutual Water Company, Santa Barbara Research Center and Morehart Land
4 Company, need not become such signatory parties so long as they do not market to other
5 entities any of the Non-Project Water delivered to them pursuant to this Contract.

6 CHARGES FOR DELINQUENT PAYMENTS

7 10. (a) The Contractor shall be subject to interest, administrative and
8 penalty charges on delinquent installments or payments. When a payment is not
9 received by the due date, the Contractor shall pay an interest charge for each day the
10 payment is delinquent beyond the due date. When a payment becomes 60 days
11 delinquent, the Contractor shall pay an administrative charge to cover additional costs of
12 billing and processing the delinquent payment. When a payment is delinquent 90 days or
13 more, the Contractor shall pay an additional penalty charge of 6 percent per year for
14 each day the payment is delinquent beyond the due date. Further, the Contractor shall
15 pay any fees incurred for debt collection services associated with a delinquent payment.

16 (b) The interest charge rate shall be the greater of the rate prescribed
17 quarterly in the Federal Register by the Department of the Treasury for application to
18 overdue payments, or the interest rate of 0.5 percent per month prescribed by Section 6
19 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate
20 shall be determined as of the due date and remain fixed for the duration of the
21 delinquent period.

22 (c) When a partial payment on a delinquent account is received, the
23 amount received shall be applied, first to the penalty, second to the administrative
24 charges, third to the accrued interest, and finally to the overdue payment.

25 RULES, REGULATIONS, AND DETERMINATIONS

26 11. (a) The parties agree that the delivery of water or the use of Federal
27 facilities pursuant to this contract is subject to Reclamation law, as amended and
28 supplemented, and the rules and regulations promulgated by the Secretary of the Interior
29 under Reclamation law.

30 (b) The Contracting Officer shall have the right to make determinations
31 necessary to administer this contract that are consistent with the expressed and implied
32 provisions of this contract, the laws of the United States and the State, and the rules and

1 regulations promulgated by the Secretary of the Interior. Such determinations shall be
2 made in consultation with the Contractor.

3 (c) Neither party shall act in an arbitrary, capricious, untimely, or
4 unreasonable manner with respect to any determination, conclusion, opinion, or other
5 action, made, reached, or taken in connection with this contract.

6 WATER AND AIR POLLUTION CONTROL

7 12. The Contractor, in carrying out this contract, shall comply with all
8 applicable water and air pollution laws and regulations of the United States and the
9 State of California, and shall obtain all required permits or licenses from the appropriate
10 Federal, State, or local authorities.

11 QUALITY OF WATER

12 13. The operation and maintenance of the Project facilities shall be performed
13 in such manner as is practicable to maintain the quality of raw water conveyed through
14 such facilities at the highest level reasonably attainable as determined by the Contracting
15 Officer. The United States does not warrant the quality of water and is under no
16 obligation to construct or furnish water treatment facilities to maintain or better the
17 quality of water.

18 EQUAL OPPORTUNITY

19 14. During the performance of this contract, the Contractor agrees as follows:

20 (1) The Contractor will not discriminate against any employee or
21 applicant for employment because of race, color, religion, sex, or national origin.
22 The Contractor will take affirmative action to ensure that applicants are
23 employed, and that employees are treated during employment, without regard to
24 their race, color, religion, sex, or national origin. Such action shall include, but
25 not be limited to, the following: Employment, upgrading, demotion, or transfer;
26 recruitment or recruitment advertising; layoff or termination; rates of pay or other
27 forms of compensation; and selection for training, including apprenticeship. The
28 Contractor agrees to post in conspicuous places, available to employees and
29 applicants for employment, notices to be provided by the Contracting Officer
30 setting forth the provisions of this nondiscrimination clause.

31 (2) The Contractor will, in all solicitations or advertisements for
32 employees placed by or on behalf of the Contractor, state that all qualified

1 applicants will receive consideration for employment without discrimination
2 because of race, color, religion, sex, or national origin.

3 (3) The Contractor will send to each labor union or representative of
4 workers with which it has a collective bargaining agreement or other contract or
5 understanding, a notice, to be provided by the Contracting Officer, advising the
6 said labor union or workers' representative of the Contractor's commitments
7 under Section 202 of Executive Order 11246 of September 24, 1965, and shall post
8 copies of the notice in conspicuous places available to employees and applicants
9 for employment.

10 (4) The Contractor will comply with all provisions of Executive Order
11 No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and
12 relevant orders of the Secretary of Labor.

13 (5) The Contractor will furnish all information and reports required
14 by said amended Executive Order and by the rules, regulations, and orders of the
15 Secretary of Labor, or pursuant thereto, and will permit access to its books,
16 records, and accounts by the Contracting Officer and the Secretary of Labor for
17 purposes of investigation to ascertain compliance with such rules, regulations, and
18 orders.

19 (6) In the event of the Contractor's noncompliance with the
20 nondiscrimination clauses of this contract or with any of the said rules,
21 regulations, or orders, this contract may be canceled, terminated, or suspended, in
22 whole or in part, and the Contractor may be declared ineligible for further
23 Government contracts in accordance with procedures authorized in said amended
24 Executive Order, and such other sanctions may be imposed and remedies invoked
25 as provided in said Executive Order, or by rule, regulation, or order of the
26 Secretary of Labor, or as otherwise provided by law.

27 (7) The Contractor will include the provisions of paragraphs (1) through
28 (7) in every subcontract or purchase order unless exempted by the rules,
29 regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of
30 said amended Executive Order, so that such provisions will be binding upon each
31 subcontractor or vendor. The Contractor will take such action with respect to any
32 subcontract or purchase order as may be directed by the Secretary of Labor as a
33 means of enforcing such provisions, including sanctions for noncompliance:
34 Provided, however, That in the event the Contractor becomes involved in, or is
35 threatened with, litigation with a subcontractor or vendor as a result of such
36 direction, the Contractor may request the United States to enter into such
37 litigation to protect the interests of the United States.

1 BOOKS, RECORDS AND REPORTS

2 15. The Contractor shall establish and maintain accounts and other books and
3 records pertaining to administration of the terms and conditions of this contract,
4 including: the Contractor's financial transactions, water supply data, project operation,
5 maintenance and replacement logs, and project land and right-of-way use agreements;
6 the water users' land-use (crop census), landownership, land-leasing and water-use data;
7 and other matters that the Contracting Officer may require. Reports thereon shall be
8 furnished to the Contracting Officer in such form and on such date or dates as the
9 Contracting Officer may require. Subject to applicable Federal laws and regulations,
10 each party to this contract shall have the right during office hours to examine and make
11 copies of the other party's books and records relating to matters covered by this contract.

12 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

13 16. The expenditure or advance of any money or the performance of any
14 obligation of the United States under this contract shall be contingent upon
15 appropriation or allotment of funds. Absence of appropriation or allotment of funds
16 shall not relieve the Contractor from any obligations under this contract. No liability
17 shall accrue to the United States in case funds are not appropriated or allotted.

18 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

19 17. The provisions of this contract shall apply to and bind the successors and
20 assigns of the parties hereto, but no assignment or transfer of this contract or any right
21 or interest therein shall be valid until approved in writing by the Contracting Officer.

22 OFFICIALS NOT TO BENEFIT

23 18. No Member of or Delegate to Congress, Resident Commissioner or official
24 of the Contractor shall benefit from this contract other than
25 as a water user or landowner in the same manner as other water users or landowners.

26 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

27 19. (a) The Contractor shall comply with Title VI of the Civil Rights Act of
28 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as
29 amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other
30 applicable civil rights laws, as well as with their respective implementing regulations and
31 guidelines imposed by the U.S. Department of the Interior and/or Bureau of
32 Reclamation.

33 (b) These statutes require that no person in the United States shall, on
34 the grounds of race, color, national origin, handicap, or age, be excluded from

1 participation in, be denied the benefits of, or be otherwise subjected to discrimination
2 under any program or activity receiving financial assistance from the Bureau of
3 Reclamation. By executing this contract, the Contractor agrees to immediately take any
4 measures necessary to implement this obligation, including permitting officials of the
5 United States to inspect premises, programs, and documents.

6 (c) The Contractor makes this agreement in consideration of and for
7 the purpose of obtaining any and all Federal grants, loans, contracts, property discounts
8 or other Federal financial assistance extended after the date hereof to the Contractor by
9 the Bureau of Reclamation, including installment payments after such date on account of
10 arrangements for Federal financial assistance which were approved before such date.
11 The Contractor recognizes and agrees that such Federal assistance will be extended in
12 reliance on the representations and agreements made in this article; and that the United
13 States reserves the right to seek judicial enforcement thereof.

14 NOTICES

15 20. Any notice, demand, or request authorized or required by this contract
16 shall be deemed to have been given, on behalf of the Contractor, when mailed, postage
17 prepaid, or delivered to the Regional Director, Mid-Pacific Region, Bureau of
18 Reclamation, 2800 Cottage Way, Sacramento, California 95825-1898, and on behalf of
19 the United States, when mailed, postage prepaid, or delivered to Central Coast Water
20 Authority, 1933 Cliff Drive, Suite 12, Santa Barbara, California, 93109. The designation
21 of the addressee or the address may be changed by notice given in the same manner as
22 provided in this article for other notices.

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 contract as of the day and year first above written.

3 THE UNITED STATES OF AMERICA

4 APPROVED AS TO FORM
5 AND SUBSTANCE
James E. Turner
6 OFFICE OF REGIONAL SERVICES
7 DEPARTMENT OF THE INTERIOR

By *Franklin E. Dimick*

CENTRAL COAST WATER AUTHORITY

8 (SEAL)

9 By *L. J. ...*
10 Title CHAIRMAN

11 Attest:

12 *... ..*
13 Title
14 I:KMCCWA.C5

RESOLUTION NO. 94-76

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CENTRAL COAST WATER AUTHORITY APPROVING
AN AGREEMENT BETWEEN THE AUTHORITY AND THE
UNITED STATES BUREAU OF RECLAMATION FOR THE
STORAGE AND CONVEYANCE OF STATE PROJECT WATER
IN EXCESS CACHUMA PROJECT CAPACITY

AND

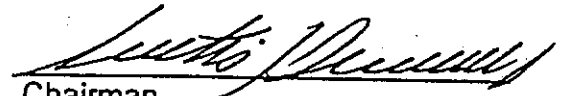
A MEMORANDUM OF UNDERSTANDING ESTABLISHING
A TRUST FUND FOR CERTAIN SPECIFIED PURPOSES

IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE CENTRAL COAST
WATER AUTHORITY AS FOLLOWS:

The Board of Directors hereby approves, and authorizes the Chairman and Executive
Director to execute, the following documents:

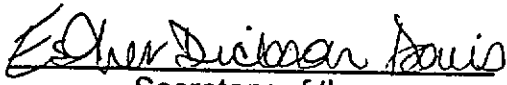
- I Contract for the Storage and Conveyance of Non-Project Water Between the United
States and the Central Coast Water Authority.
2. Memorandum of Understanding for the Creation of a Trust Fund Between the Central
Coast Water Authority and the Cachuma Project Authority and the United States of
America.

I certify that the foregoing Resolution No. 94-76 was adopted by the Board of Directors of the Central Coast Water Authority at a meeting held October 27, 1994.


Chairman

[Seal]

Attest:


Secretary of the
Board of Directors

	VOTING PERCENTAGE	AYE	NAY	ABSTAIN	ABSENT
City of Buellton	<u>2.21 %</u>	<u>X</u>	_____	_____	_____
Valley Carpinteria County Water District	<u>7.64 %</u>	<u>X</u>	_____	_____	_____
Goleta Water District	<u>17.20 %</u>	<u>X</u>	_____	_____	_____
City of Guadalupe	<u>1.15 %</u>	<u>X</u>	_____	_____	_____
Montecito Water District	<u>8.35 %</u>	<u>X</u>	_____	_____	_____
City of Santa Barbara	<u>11.47 %</u>	<u>X</u>	_____	_____	_____
City of Santa Maria	<u>43.19 %</u>	<u>X</u>	_____	_____	_____
Santa Ynez River Water Conservation District, Improvement District No. 1	<u>7.64 %</u>	<u>X</u>	_____	_____	_____
Summerland County Water District	<u>1.15 %</u>	<u>X</u>	_____	_____	_____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Cachuma Project, California

AMENDATORY CONTRACT PROVIDING FOR THE
STORAGE AND CONVEYANCE OF NON-PROJECT WATER
BETWEEN THE UNITED STATES
AND THE CENTRAL COAST WATER AUTHORITY

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1
2
3 UNITED STATES
4 DEPARTMENT OF THE INTERIOR
5 BUREAU OF RECLAMATION
6 Cachuma Project, California

7 AMENDATORY CONTRACT PROVIDING FOR THE
8 STORAGE AND CONVEYANCE OF NON-PROJECT WATER
9 BETWEEN THE UNITED STATES
10 AND THE CENTRAL COAST WATER AUTHORITY
11

12 THIS AMENDATORY CONTRACT is made this 2nd day of June

13 1997, in pursuant generally of Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof
14 and supplementary thereto, including Section 305 of the Reclamation States Emergency Drought
15 Act of 1991, enacted March 5, 1992 (106 Stat. 59), all collectively hereinafter referred to as the
16 Federal Reclamation laws, between THE UNITED STATES OF AMERICA, hereinafter referred
17 to as the United States, represented by the officer executing this contract, and the CENTRAL
18 COAST WATER AUTHORITY, hereinafter referred to as the Contractor,

19 WITNESSETH, That:

20 EXPLANATORY RECITALS

21 WHEREAS, on July 25, 1995, the United States and the Contractor entered into
22 Contract No. 5-07-20-W1282, hereafter referred to as the Contract, to store and/or convey
23 through facilities of the Cachuma Project a supply of Non-Project Water for municipal and
24 industrial uses; and

1 WHEREAS, the Contractor desires to change the definition of "Year" in said
2 Contract to be consistent with definition of the term "Water Year" in the renewed water service
3 contract, No. I75r-1802R, dated April 14, 1996, between the United States and the Santa Barbara
4 County Water Agency; and

5 WHEREAS, the United States feels that such a change is in the best interest of
6 both the Contractor and the United States;

7 NOW, THEREFORE, in consideration of the covenants herein contained, the
8 parties agree as follows:

9 EFFECTIVE DATE OF AMENDATORY CONTRACT

- 10 1. This amendatory contract shall become effective on January 1, 1997.

11 MODIFICATIONS TO CONTRACT

- 12 2. Article 1 (f) of the Contract is deleted in its entirety, and the following is
13 substituted in lieu thereof:

14 (f) "Year" shall mean the period from and including October 1 of each
15 calendar year through September 30 off the following calendar year.

16 OTHER PROVISIONS OF THE CONTRACT

- 17 3. Except as specifically modified by Article 2 above, the Contract shall remain in full
18 force and effect as originally written.

1

IN WITNESS WHEREOF, the parties hereto have executed this

2

amendatory contract the day and the year first above written.

3

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

James E. Turner

OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

4

5

6

THE UNITED STATES OF AMERICA

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

7

CENTRAL COAST WATER AUTHORITY

8

(SEAL)

9

By *[Signature]*
Chairman of the Board of Directors

10

11

Attest:

[Signature]
Secretary

12

13

14

15

(I:Waamnd1)

RESOLUTION NO. 97-06

**RESOLUTION OF THE CENTRAL COAST WATER AUTHORITY
AUTHORIZING THE EXECUTION OF AN AMENDMENT
TO THE AGREEMENT BETWEEN CCWA AND
THE UNITED STATES BUREAU OF RECLAMATION
FOR THE STORAGE AND CONVEYANCE OF STATE PROJECT WATER**

WHEREAS, the Central Coast Water Authority (CCWA) and the United States Bureau of Reclamation (USBR) entered into an agreement dated July 25, 1995 for the storage and conveyance of State Project water; and

WHEREAS, CCWA has requested a revision to Article 1(f) of that agreement to establish the water year as October 1 of each year to September 30 of the following year; and

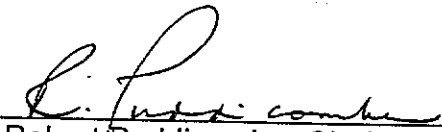
WHEREAS, USBR has prepared a Draft Amendatory Contract, attached hereto as Exhibit A, which incorporates the requested revision.

NOW, THEREFORE, BE IT RESOLVED, the Amendatory Contract attached as Exhibit A is hereby approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the Chairman and Secretary are authorized to execute and transmit the Amendatory Contract to the USBR.


BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

I certify that the foregoing Resolution No. 97-06 was adopted by the Board of Directors of the Central Coast Water Authority at a meeting held February 27, 1997.


 Robert Puddicombe, Chairman

[Seal]

Attest:


 Dan Masnada
 Secretary of the
 Board of Directors

	VOTING PERCENTAGE	AYE	NAY	ABSTAIN	ABSENT
City of Buellton	2.21%	X			
Carpinteria Valley Water District	7.64%	X			
Goleta Water District	17.20%	X			
City of Guadalupe	1.15%	X			
Montecito Water District	9.50%	X			
City of Santa Barbara	11.47%	X			
City of Santa Maria	43.19%	X			
Santa Ynez River Water Conservation District, Improvement District No. 1	7.64%	X			