



United States Department of the Interior



BUREAU OF RECLAMATION
South-Central California Area Office
1243 N Street
Fresno, California 93721-1813

IN REPLY REFER TO:

JUL 12 2002

SCC-414
WTR-4.00/Lands 6.00/Cachuma RMP

Jan Abel
Cachuma Operation and Maintenance Board
3301 Laurel Canyon Road
Santa Barbara, California 93105-2017

Subject: Recreational Area Agreement (Contract No. 14-06-200-600)
Cachuma Project - Your letters dated December 5, 2001 and
February 28, 2002)

BUREAU OF RECLAMATION OFFICIAL FILE COPY RECEIVED		
JUL 15 2002		
CODE	ACTION	SURNAME & DATE
440		W. W. W. W.

RM
7-15-02

Dear Ms. Abel:

This letter is in response to the Cachuma Operations and Maintenance Board (COMB) above referenced letters signed by Mr. Robert E. Wignot and yourself respectively. Specifically, you requested for Reclamation to provide a Solicitor's opinion as to whether the above referenced Agreement provides for the costs associated with the relocation of recreational facilities at Lake Cachuma. These facilities also include the recreation area's water treatment plant and sewage lift stations in the event of a 3.0-foot surcharge of the reservoir, as stipulated in the September 11, 2000, Biological Opinion (BO) issued to Reclamation by the National Marine Fisheries Service (NMFS). In addition to a Solicitor's opinion you also requested that the existing Agreement not be extended without a clear provision that provides for the County of Santa Barbara to incur all the costs for relocation of any of their facilities.

As you know, this Agreement between the United States, Bureau of Reclamation (Reclamation) and the County of Santa Barbara (County) expires on January 12, 2003. We have consulted with our Solicitor's office on this issue and firmly believe that Reclamation has several viable options available including but not limited to terminating the Agreement upon expiration.

Furthermore, if the Regional Director determines that the land is needed for any Reclamation Project authorized by law, Reclamation has the option to terminate the Agreement at the expiration of six months notice to the County. If the Agreement is terminated, the County is required to remove all improvements at its own expense and to return the lands to the United States in similar condition as when the Agreement was executed.

Currently, Reclamation is pursuing implementation of the terms and conditions set forth in the BO, including a 3 foot surcharge. Under certain hydrologic conditions, the surcharge will cause Lake Cachuma water levels to rise, and cause more frequent inundation of County recreation facilities operated and maintained pursuant to the Agreement unless these facilities are moved. Surcharging the reservoir falls within the parameters of Article 8 of the Agreement, because the land that would be inundated is needed to continue operation of the Cachuma Project (Project) for the uses for which it was authorized.

Classification	U-00
Project	CAC
Control No.	2006510
Poster I.D.	1119

EXHIBIT DOE-27

However, while Reclamation believes that the surcharge falls within the uses envisioned in Article 8 of the Agreement, that is, Reclamation needs the use of the lands covered in the Agreement to maintain deliveries of Project water to fulfill the authorized purposes of the Project and implement the terms and conditions of the EO, it is Reclamation's goal to have the parties come to some agreement regarding the lands needed for the surcharge.

In the event such an agreement cannot be reached, Reclamation may consider its option to terminate the Agreement under the termination provisions of Article 11, or simply allowing the Agreement to expire without renewal.

Article 11 requires that "...the County shall quietly peaceably deliver to the Bureau possession of the premises subject to the provisions of subarticle 4(d) and in like conditions as when taken, reasonable wear and tear by the elements excepted...". Therefore, any expenses for moving facilities that would be inundated by implementation of the surcharge should be borne by the County.

In summary, Reclamation anticipates negotiating a new Agreement in good faith with the Santa Barbara County Parks Department while keeping in mind the concerns that were expressed in your letters.

If you have any questions, please contact me at (559) 487-5116 or at (559) 487-5933 for the hearing impaired or Sheryl Carter at (559) 487-5299 or at (559) 487-5933 for the hearing impaired.

Sincerely,

Michael Paul Jackson

Michael Jackson
Deputy Area Manager
South-Central California Area Office

cc: Charles Hamilton
Carpinteria Valley Water District
1301 Santa Ynez Avenue
Carpinteria, California 93014

Fred Adjarian
Montecito Water District
583 San Ysidro Road
Montecito, California 93150-5037

Steve Mack
City of Santa Barbara
PO Box 1990
Santa Barbara, California 93102-1990

Kevin Walsh
Goleta Water District
4699 Hollister Avenue
Goleta, California 93110-0781

Chris Dahlstrom
Santa Ynez River Water Conservation District
Improvement District #1
PO Box 157
Santa Ynez, California 93101

Santa Barbara County
Parks Department
Director of Parks and Recreation
610 Mission Canyon Road
Santa Barbara CA 93105

bc: SCC-411; SCC-450; MP-440 (KMoore); MP-1150 (KAllen)

WBR:S.Carter:J.Whitson:July 12, 2002:(559) 487-5299:H:\PUBLIC\rmpsolitor2.doc