

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Cachuma Project, California

AMENDMENT TO CONTRACT BETWEEN THE UNITED STATES
AND
SANTA BARBARA COUNTY WATER AGENCY
FOR WATER SERVICE FROM THE PROJECT

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Exhibit D – Addresses for the Contractor and Member Units

18 Carpinteria Valley Water District, the City of Santa Barbara, Goleta Water District, Montecito
19 Water District (Summerland Water District incorporated into Montecito Water District), and
20 Santa Ynez River Water Conservation District Improvement District No. 1; and

21 c. WHEREAS, on April 14, 1996, the United States and the Contractor entered into
22 Contract No. I75r-1802R, hereinafter referred to as the Existing Contract, which provided for the
23 continued water service to the Member Units following expiration of Contract No. I75r-1802;
24 and

25 d. WHEREAS, the United States has determined that the Contractor to date has
26 fulfilled all of its obligations under the Existing Contract including full repayment of the
27 Cachuma Project as provided for in Exhibit "C" of the Existing Contract; and

28 e. WHEREAS, the Contractor, on behalf of the Cachuma Member Units, and the
29 Cachuma Member Units, have requested renewal of the Existing Contract pursuant to that
30 Contract, the Federal Reclamation laws, and the laws of the State of California, for water service
31 from the Cachuma Project, the renewal to be in the form of a repayment contract; and

32 f. WHEREAS, the United States has completed all appropriate environmental
33 review necessary to provide for execution of this Contract Amendment; and

34 g. WHEREAS, the United States and the Contractor mutually commit to negotiate
35 and seek to reach agreement on a long-term repayment contract, that has been delayed for
36 reasons beyond the control of the parties including but not limited to addressing the
37 implementation of State Water Resources Control Board Order 2019-0148 adopted on
38 September 17, 2019, and the ongoing COVID-19 pandemic; and

39 h. WHEREAS, the United States is required to update standard articles in all new or
40 amended contracts; and

41 i. WHEREAS, the United States is willing to extend I75r-1802R pursuant to the
42 terms and conditions set forth below.

43 NOW, THEREFORE, in consideration of the mutual and dependent covenant herein
44 contained, it is hereby mutually agreed by the parties hereto as follows:

45 **RENEWAL AND REVISION OF CONTRACT NO. I75R-1802R**

46 1. Except as specifically modified by this Contract Amendment, all provisions of
47 Contract No. I75r-1802R are renewed with the same force and effect as if they were included in
48 full text with the exception of Article 2 of I75r-1802R thereof, which is revised as follows:

49 (a) The first sentence in subdivision (a) of Article 2 of I75r-1802R is replaced
50 with the following language: "This Contract shall be effective as of October 1, 2020 (Effective
51 Date) through September 30, 2023."

52 **REPLACEMENT OF ARTICLE 10 WITH NEW LANGUAGE**

53 2. Article 10 in the Existing Contract titled **COMPLIANCE WITH FEDERAL**
54 **LAW** is retitled **COMPLIANCE WITH FEDERAL RECLAMATION LAWS** and is
55 amended and replaced by the following Article 10 in its entirety:

56 **COMPLIANCE WITH FEDERAL RECLAMATION LAWS**

57 10. The parties agree that the delivery of irrigation water or use of Federal facilities
58 pursuant to this Contract Amendment is subject to Federal Reclamation law, including but not
59 limited to the Reclamation Reform Act of 1982 (43 U.S.C. 390aa, *et seq.*), as amended and
60 supplemented, and the rules and regulations promulgated by the Secretary of the Interior under
61 Federal Reclamation law.

62 **DELETION OF ARTICLE 12 AND REPLACEMENT OF ARTICLE 11 WITH NEW**
63 **LANGUAGE**

64 3. Article 12 in the Existing Contract titled **QUALITY OF WATER** is deleted
65 in its entirety and Article 11 titled **WATER AND AIR POLLUTION CONTROL** is retitled
66 **PROTECTION OF WATER AND AIR QUALITY** and is amended and replaced by the
67 following Article 11 in its entirety:

68 **PROTECTION OF WATER AND AIR QUALITY**

69 11. (a) Omitted

70 (b) The United States will care for, operate and maintain reserved works in a
71 manner that preserves the quality of the water at the highest feasible level as determined by the
72 Contracting Officer. The United States does not warrant the quality of the water delivered to the
73 Contractor and is under no obligation to furnish or construct water treatment facilities to
74 maintain or improve the quality of water delivered to the Contractor.

75 (c) The Contractor shall comply with all applicable water and air pollution
76 laws and regulations of the United States and the State of California; and shall obtain all required
77 permits or licenses from the appropriate Federal, State, or local authorities necessary for the
78 delivery of water by the Contractor; and shall be responsible for compliance with all Federal,
79 State, and local water quality standards applicable to surface and subsurface drainage and/or
80 discharges generated through the use of Federal or Contractor facilities or project water provided
81 by the Contractor within the Contractor's Project Water Service Area.

82 (d) This article will not affect or alter any legal obligations of the Secretary to
83 provide drainage or other discharge services.

84 **REPLACEMENT OF ARTICLE 14 WITH NEW LANGUAGE**

85 4. Article 14 in the Existing Contract titled **CHARGES FOR DELINQUENT**
86 **PAYMENTS**, is amended and replaced in its entirety with the following new Article 14:

87 14. (a) The Contractor shall be subject to interest, administrative, and penalty
88 charges on delinquent payments. If a payment is not received by the due date, the Contractor
89 shall pay an interest charge on the delinquent payment for each day the payment is delinquent
90 beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in
91 addition to the interest charge, an administrative charge to cover additional costs of billing and
92 processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor

93 shall pay, in addition to the interest and administrative charges, a penalty charge for each day the
94 payment is delinquent beyond the due date, based on the remaining balance of the payment due
95 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt
96 collection services associated with a delinquent payment.

97 (b) The interest rate charged shall be the greater of either the rate prescribed
98 quarterly in the Federal Register by the Department of the Treasury for application to overdue
99 payments, or the interest rate of 0.5 percent per month. The interest rate charged will be
100 determined as of the due date and remain fixed for the duration of the delinquent period.

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

104 **REPLACEMENT OF ARTICLE 15 WITH NEW LANGUAGE**

105 5. Article 15 in the Existing Contract titled EQUAL OPPORTUNITY is retitled
106 EQUAL EMPLOYMENT OPPORTUNITY is amended and replaced by the following
107 Article 15 in its entirety:

108 **EQUAL EMPLOYMENT OPPORTUNITY**

109 15. During the performance of this contract, the Contractor agrees as follows:

110 (a) The Contractor will not discriminate against any employee or applicant for
111 employment because of race, color, religion, sex, sexual orientation, gender identity, or national
112 origin. The Contractor will take affirmative action to ensure that applicants are employed, and
113 that employees are treated during employment, without regard to their race, color, religion, sex,
114 sexual orientation, gender identity, or national origin. Such action shall include, but not be
115 limited to the following: employment, upgrading, demotion, or transfer; recruitment or
116 recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and
117 selection for training, including apprenticeship. The Contractor agrees to post in conspicuous
118 places, available to employees and applicants for employment, notices to be provided by the
119 Contracting Officer setting forth the provisions of this nondiscrimination clause.

120 (b) The Contractor will, in all solicitations or advertisements for employees
121 placed by or on behalf of the Contractor, state that all qualified applicants will receive
122 consideration for employment without regard to race, color, religion, sex, sexual orientation,
123 gender identity, or national origin.

124 (c) The Contractor will not discharge or in any other manner discriminate
125 against any employee or applicant for employment because such employee or applicant has
126 inquired about, discussed, or disclosed the compensation of the employee or applicant or another

127 employee or applicant. This provision shall not apply to instances in which an employee who
128 has access to the compensation information of other employees or applicants as part of such
129 employee's essential job functions discloses the compensation of such other employees or
130 applicants to individuals who do not otherwise have access to such information, unless such
131 disclosure is in response to a formal complaint or charge, in furtherance of an investigation,
132 proceeding, hearing, or action, including an investigation conducted by the employer, or is
133 consistent with the Contractor's legal duty to furnish information.

134 (d) The Contractor will send to each labor union or representative of workers
135 with which it has a collective bargaining agreement or other contract or understanding, a notice,
136 to be provided by the Contracting Officer, advising the labor union or workers' representative of
137 the Contractor's commitments under Section 202 of Executive Order 11246 of
138 September 24, 1965, and shall post copies of the notice in conspicuous places available to
139 employees and applicants for employment.

140 (e) The Contractor will comply with all provisions of Executive Order No.
141 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary
142 of Labor.

143 (f) The Contractor will furnish all information and reports required by
144 Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the
145 Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and
146 accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to
147 ascertain compliance with such rules, regulations, and orders.

148 (g) In the event of the Contractor's noncompliance with the nondiscrimination
149 clauses of this contract or with any of such rules, regulations, or orders, this contract may be
150 canceled, terminated or suspended in whole or in part and the Contractor may be declared
151 ineligible for further Government contracts in accordance with procedures authorized in
152 Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and
153 remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule,
154 regulation, or order of the Secretary of Labor, or as otherwise provided by law.

155 (h) The Contractor will include the provisions of paragraphs (a) through (g) in
156 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
157 Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24,
158 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor
159 will take such action with respect to any subcontract or purchase order as may be directed by the
160 Secretary of Labor as a means of enforcing such provisions, including sanctions for
161 noncompliance: *Provided, however, that* in the event the Contractor becomes involved in, or is
162 threatened with, litigation with a subcontractor or vendor as a result of such direction, the
163 Contractor may request the United States to enter into such litigation to protect the interests of
164 the United States."

165 **REPLACEMENT OF ARTICLE 16 WITH NEW LANGUAGE**

166 6. Article 16 in the Existing Contract titled **GENERAL OBLIGATION-**
167 **BENEFITS CONDITIONED UPON PAYMENT** is amended and replaced by the following

168 **Article 16 in its entirety:**

169 **GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT**

170 16. (a) The obligation of the Contractor to pay the United States as provided in
171 this Contract Amendment is a general obligation of the Contractor notwithstanding the manner in
172 which the obligation may be distributed among the Contractor's water users and notwithstanding
173 the default of individual water users in their obligation to the Contractor.

174 (b) The payment of charges becoming due pursuant to this Contract
175 Amendment is a condition precedent to receiving benefits under this Contract Amendment. The
176 United States shall not make water available to the Contractor through Project facilities during
177 any period in which the Contractor is in arrears in the advance payment of water rates due the
178 United States. The Contractor shall not deliver water under the terms and conditions of this
179 Contract Amendment for lands or parties that are in arrears in the advance payment of water
180 rates as levied or established by the Contractor.

181 **REPLACEMENT OF ARTICLE 17 WITH NEW LANGUAGE**

182 7. Article 17 in the Existing Contract titled **COMPLIANCE WITH CIVIL**
183 **RIGHTS LAWS AND REGULATIONS** is amended and replaced by the following Article

184 **17 in its entirety:**

185 **COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS**

186 17. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
187 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
188 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,
189 Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub.
190 L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the
191 applicable implementing regulations and any guidelines imposed by the U.S. Department of the
192 Interior and/or Bureau of Reclamation.

193 (b) These statutes prohibit any person in the United States from being
194 excluded from participation in, being denied the benefits of, or being otherwise subjected to
195 discrimination under any program or activity receiving financial assistance from the Bureau of
196 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this

197 Contract Amendment, the Contractor agrees to immediately take any measures necessary to
198 implement this obligation, including permitting officials of the United States to inspect premises,
199 programs, and documents.

200 (c) The Contractor makes this Contract Amendment in consideration of and
201 for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or
202 other Federal financial assistance extended after the date hereof to the Contractor by the Bureau
203 of Reclamation, including installment payments after such date on account of arrangements for
204 Federal financial assistance which were approved before such date. The Contractor recognizes
205 and agrees that such Federal assistance will be extended in reliance on the representations and
206 agreements made in this article and that the United States reserves the right to seek judicial
207 enforcement thereof.

208 (d) Complaints of discrimination against the Contractor shall be investigated
209 by the Contracting Officer's Office of Civil Rights.

210 **REPLACEMENT OF ARTICLE 18 WITH NEW LANGUAGE**

211 **8. Article 18 in the Existing Contract titled PRIVACY ACT COMPLIANCE is**
212 **amended and replaced by the following Article 18 in its entirety:**

213 **PRIVACY ACT COMPLIANCE**

214 18. (a) The Contractor shall comply with the Privacy Act of 1974 (Privacy Act)
215 5 U.S.C. § 552a) and the Department of the Interior rules and regulations under the Privacy Act
216 (43 C.F.R. § 2.45, et seq.) in maintaining landholder certification and reporting records required
217 to be submitted to the Contractor for compliance with sections 206, 224(c), and 228 of the
218 Reclamation Reform Act of 1982 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to 43
219 C.F.R. § 426.18.

220 (b) With respect to the application and administration of the criminal penalty
221 provisions of the Privacy Act (5 U.S.C. § 552a(i)), the Contractor and the Contractor's
222 employees who are responsible for maintaining the certification and reporting records referenced
223 in paragraph (a) above are considered to be employees of the Department of the Interior. See
224 5 U.S.C. § 552a(m).

225 (c) The Contracting Officer or a designated representative shall provide the
226 Contractor with current copies of the Department of the Interior Privacy Act regulations and the
227 Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Interior/WBR-
228 31, Acreage Limitation) which govern the maintenance, safeguarding, and disclosure of
229 information contained in the landholders' certification and reporting records.

230 (d) The Contracting Officer shall designate a full-time employee of the
231 Bureau of Reclamation to be the System Manager responsible for making decisions on denials

232 pursuant to 43 C.F.R. §§ 2.61 and 2.64 and amendment requests pursuant to 43 C.F.R. § 2.72.
233 The Contractor is authorized to grant requests by individuals for access to their own records.

234 (e) The Contractor shall forward promptly to the System Manager each
235 proposed denial of access under 43 C.F.R. § 2.64 and each request for amendment of records
236 filed under 43 C.F.R. § 2.71; notify the requester accordingly of such referral; and provide the
237 System Manager with information and records necessary to prepare an appropriate response to
238 the requester. These requirements do not apply to individuals seeking access to their own
239 certification and reporting forms filed with the Contractor pursuant to 43 C.F.R. § 426.18 unless
240 the requester elects to cite the Privacy Act as authority for the request.

241 **REPLACEMENT OF SUBDIVISION (A) OF ARTICLE 20 WITH NEW LANGUAGE**

242 9. Subdivision (a) of Article 20 in the Existing Contract titled **WATER**

243 **CONSERVATION** is amended and replaced by the following subdivision (a) in its entirety:

244 20. (a) Prior to the delivery of water provided from or conveyed through federally
245 constructed or federally financed facilities pursuant to this contract, the Contractor shall develop
246 a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of
247 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

248 **REPLACEMENT OF ARTICLE 23 WITH NEW LANGUAGE**

249 10. Article 23 in the Existing Contract Titled **BOOKS, RECORDS, AND**

250 **REPORTS** is amended and replaced by the following Article 23 in its entirety:

251 **BOOKS, RECORDS, AND REPORTS**

252 23. (a) The Contractor shall establish and maintain accounts and other books and
253 records pertaining to administration of the terms and conditions of this Contract Amendment,
254 including the Contractor's financial transactions; water supply data; project operation,
255 maintenance, and replacement logs; project land and rights-of-way use agreements; the water
256 users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other
257 matters that the Contracting Officer may require. Reports shall be furnished to the Contracting
258 Officer in such form and on such date or dates as the Contracting Officer may require. Subject
259 to applicable Federal laws and regulations, each party to this Contract Amendment shall have the
260 right during office hours to examine and make copies of the other party's books and records
261 relating to matters covered by this Contract Amendment.

262 (b) Nothing in this Article 23 shall be construed to limit or constrain the
263 ability of the Bureau of Reclamation to conduct contract compliance reviews of this Contract in

264 accordance with Reclamation Manual Directives and Standards PEC 05-8, last revised October
265 11, 2019, as may be further revised, amended, modified, or superseded.

266 **REPLACEMENT OF ARTICLE 24 WITH NEW LANGUAGE**

267 **11. Article 24 in the Existing Contract titled ASSIGNMENT LIMITED –**
268 **SUCCESSORS AND ASSIGNS OBLIGATED is amended and replaced by the following**
269 **Article 24 in its entirety:**

270 **ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED**

271 24. The provisions of this contract shall apply to and bind the successors and assigns
272 of the parties hereto, but no assignment or transfer of this contract or any right or interest therein
273 by either party shall be valid until approved in writing by the other party.

274 **REPLACEMENT OF ARTICLE 26 WITH NEW LANGUAGE**

275 **12. Article 26 in the Existing Contract titled CHANGES IN THE**
276 **CONTRACTOR'S AREA OF SERVICE is retitled CHANGES IN THE CONTRACTOR'S**
277 **ORGANIZATION OR SERVICE AREA and is amended and replaced by the following**
278 **Article 26 in its entirety:**

279 **CHANGES IN THE CONTRACTOR'S ORGANIZATION OR SERVICE AREA**

280 26. While this Contract Amendment is in effect, no change may be made in the
281 Contractor's service area or organization, by inclusion or exclusion of lands or by any other
282 changes which may affect the respective rights, obligations, privileges, and duties of either the
283 United States or the Contractor under this Contract Amendment including, but not limited to,
284 dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

285 **DELETION OF ARTICLE 28**

286 **13. Article 28 in the Existing Contract titled TRANSITION FROM PHASE I**
287 **CONTRACT, is deleted in its entirety.**

288 **REPLACEMENT OF ARTICLE 29 WITH NEW LANGUAGE**

289 **14. Article 29 in the Existing Contract titled NOTICES is replaced by the**
290 **following Article 29 in its entirety:**

291 **NOTICES**

292 29. Any notice, demand, or request authorized or required by this Contract
293 Amendment shall be deemed to have been given, on behalf of the Contractor, when mailed,
294 postage prepaid, or delivered to the Area Manager, South-Central California Area Office, 1243
295 "N" Street, Fresno, California 93721, and on behalf of the United States, when mailed, postage
296 prepaid, or delivered to the Board of Directors as listed in Exhibit "D". The designation of the
297 addressee or the address may be changed by notice given in the same manner as provided in this
298 article for other notices.

299 **ARTICLES 12 AND 33 THROUGH 36 ARE ADDED TO THE EXISTING CONTRACT**

300 **15. Articles 12 and 33 through 36 are added to the Existing Contract:**

301 **CONSTRAINTS ON AVAILABILITY OF WATER**

302 12. (a) In its operation of the Project, the Contracting Officer will use all
303 reasonable means to guard against a condition of shortage in the quantity of water to be made
304 available to the Contractor pursuant to this contract. In the event the Contracting Officer
305 determines that a condition of shortage appears probable, the Contracting Officer will notify the
306 Contractor of said determination as soon as practicable.

307 (b) If there is a condition of shortage because of inaccurate runoff forecasting
308 or other similar operational errors affecting the Project, drought, other physical causes beyond
309 the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current
310 and future legal obligations, then, except as provided in Article 32 of this Contract Amendment,
311 no liability shall accrue against the United States or any of its officers, agents, or employees for
312 any damage, direct or indirect, arising therefrom.

313 **CONFIRMATION OF CONTRACT**

314 33. Promptly after the execution of this Contract Amendment, the Contractor will
315 provide evidence to the Contracting Officer that, pursuant to the laws of the State of California,

316 the Contractor is a legally constituted entity and the Contract Amendment is lawful, valid, and
317 binding on the Contractor. This Contract Amendment will not be binding on the United States
318 until the Contractor provides evidence to the Contracting Officer's satisfaction. In addition to
319 other forms of evidence to meet the requirements of this Article, the Contractor may provide or
320 the Contracting Officer may require a certified copy of a final decree of a court of competent
321 jurisdiction in the State of California, confirming the proceedings on the part of the Contractor
322 for the authorization of the execution of this Contract Amendment.

323 MEDIUM FOR TRANSMITTING PAYMENTS

324 34. (a) All payments from the Contractor to the United States under this contract
325 shall be by the medium requested by the United States on or before the date payment is due. The
326 required method of payment may include checks, wire transfers, or other types of payment
327 specified by the United States.

328 (b) Upon execution of the contract, the Contractor shall furnish the
329 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose
330 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising
331 out of the Contractor's relationship with the United States.

332 CONTRACT DRAFTING CONSIDERATIONS

333 35. This contract has been, negotiated and reviewed by the parties hereto, each of
334 whom is sophisticated in the matters to which this contract pertains. The double spaced Articles
335 of this contract have been drafted, negotiated, and reviewed by the parties, and no one party shall
336 be considered to have drafted the stated articles. Single-spaced Articles are standard Articles
337 pursuant to Bureau of Reclamation policy.

338 PRESERVATION OF EXISTING CONTRACT

339 36. Except as expressly modified by the provisions of this Contract Amendment, the
340 Existing Contract, along with all amendments to the Existing Contract, shall remain in full force
341 and effect. Exhibits "A" through "D" may be modified without further amendment to this
342 Contract Amendment.

343 IN WITNESS WHEREOF, the parties hereto have executed this Contract
344 Amendment to Contract No. I75r-1802RA on the day and year first above written.

345 THE UNITED STATES OF AMERICA

346 By: 
347 Regional Director
348 Interior Region 10: California-Great Basin
349 Bureau of Reclamation

350 SANTA BARBARA COUNTY WATER AGENCY

351 By: 
352 Public Works Director

353 APPROVED AS TO FORM:

354 By: _____
355 Risk Management

APPROVED AS TO FORM:

By: _____
Deputy

356 APPROVED AS TO ACCOUNTING FORM:

357 By: _____
358 Deputy

343 IN WITNESS WHEREOF, the parties hereto have executed this Contract

344 Amendment to Contract No. I75r-1802RA on the day and year first above written.

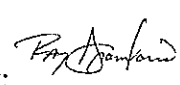
345 THE UNITED STATES OF AMERICA

346 By: _____
347 Regional Director
348 Interior Region 10: California-Great Basin
349 Bureau of Reclamation

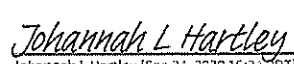
350 SANTA BARBARA COUNTY WATER AGENCY

351 By: 
352 Public Works Director

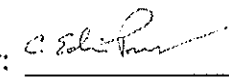
353 APPROVED AS TO FORM:

354 By: 
355 Risk Management

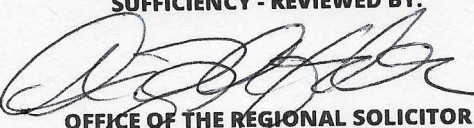
APPROVED AS TO FORM:

By: 
Johannah L. Hartley (Sep 24, 2020 16:34 PDT)
Deputy

356 APPROVED AS TO ACCOUNTING FORM:

357 By: 
358 Deputy

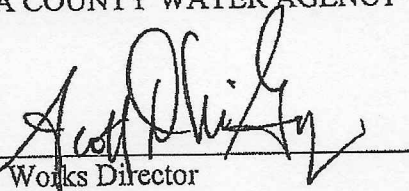
343 IN WITNESS WHEREOF, the parties hereto have executed this Contract
344 Amendment to Contract No. I75r-1802RA on the day and year first above written.

345 **APPROVED AS TO LEGAL FORM AND
SUFFICIENCY - REVIEWED BY:**

**OFFICE OF THE REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR**
346 **TIME STAMP:** 1:37 pm, May 11 2020

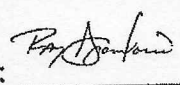
THE UNITED STATES OF AMERICA

By: _____
Regional Director
Interior Region 10: California-Great Basin
Bureau of Reclamation

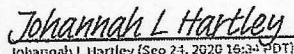
350 SANTA BARBARA COUNTY WATER AGENCY

351 By:  _____
352 Public Works Director

353 **APPROVED AS TO FORM:**

354 By:  _____
355 Risk Management

APPROVED AS TO FORM:


By: Johannah L Hartley (Sep 24, 2020 16:34 PDT) _____
Deputy

356 **APPROVED AS TO ACCOUNTING FORM:**


357 By:  _____
358 Deputy

EXHIBIT D

Contractor:

Santa Barbara County Water Agency
130 E. Victoria St., Suite 200
Santa Barbara, California 93101
Phone: (805) 568-3440
Facsimile number: (805) 568-3434

With a copy to:

Cachuma Operation and Maintenance Board
3301 Laurel Canyon Road
Santa Barbara, California 93105
Phone: (805) 687-4011
Facsimile number: (805) 569-5825

Carpinteria Valley Water District
1301 Santa Ynez Avenue
Carpinteria, California 93013
Phone: (805) 684-2816
Facsimile number: (805) 755-2351

Goleta Water District
4699 Hollister Avenue
Goleta, California 93110-0781
Phone: (805) 964-6761
Facsimile number: (805) 964-7002

Montecito Water District
583 San Ysidro Road
Montecito, California 93150
Phone: (805) 969-2271
Facsimile number: (805) 969-7261

City of Santa Barbara
Public Works – Water Resources Manager
PO Box 1990
Santa Barbara, California 93102-1190
Phone: (805) 963-0611
Facsimile number: (805) 564-5467

Santa Ynez River Water Conservation District
Improvement District No. 1
PO Box 157
Santa Ynez, California 93460
Facsimile number: (805) 688-3078



**County of Santa Barbara
BOARD OF SUPERVISORS**

Minute Order

August 25, 2020

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

PUBLIC WORKS, BOARD OF DIRECTORS, WATER AGENCY

File Reference No. 20-00659

RE: Consider recommendations regarding Amendments to the Cachuma Project Master Contract and Member Unit Contracts, as follows: (4/5 Vote Required)

Acting as the Board of Directors, Water Agency:

- a) Adopt a Resolution authorizing the Public Works Director to execute an Amendment to the Cachuma Project Master Contract with the U.S. Bureau of Reclamation, extending the terms and conditions of the current contract for no more than three years, upon approval of County Counsel, Auditor Controller, and Risk Manager, or their designated representatives;
- b) Approve and authorize the Public Works Director to execute First Amendments to Cachuma Project Member Unit Agreements with the Carpinteria Valley Water District, Montecito Water District, City of Santa Barbara, Goleta Water District, and Santa Ynez River Water Conservation District, Improvement District No. 1 (Member Units), extending the terms and conditions of the current contracts coterminous with the amended Master Contract and consistent with the Cachuma Project Master Contract; and
- c) Determine that the proposed actions are not projects pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2), continuing organization or administrative activities, Section 15378(b)(5), organization or administrative activities that will not result in a direct or indirect physical change in the environment, and further, is not subject to and is exempt from the requirements of CEQA under Guidelines Section 15061(b)(3), no possibility that the activity may have a significant effect on the environment, Section 15261(a), project approved prior to November 23, 1970, and Section 15301, operation of existing facilities.

**RESOLUTION OF THE
BOARD OF DIRECTORS OF THE SANTA BARBARA COUNTY WATER AGENCY
STATE OF CALIFORNIA**

**RESOLUTION TO AUTHORIZE THE PUBLIC)
WORKS DIRECTOR TO EXECUTE AN)
AMENDMENT TO THE CACHUMA PROJECT)
MASTER CONTRACT) RESOLUTION NO. 20-165**

WHEREAS, in 1996, the Santa Barbara County Water Agency (Agency) and the United States Bureau of Reclamation (USBR) entered into the Contract for Providing Water Service from the Cachuma Project (Agreement No. I75r-1802R; Master Contract) for the benefit of the Carpinteria Valley Water District, Montecito Water District, City of Santa Barbara, Goleta Water District and Santa Ynez River Water Conservation District Improvement District No. 1 (Member Units); and

WHEREAS, the Master Contract has a term of 25 years and will expire on September 30, 2020; and

WHEREAS, on May 2, 2017, the Agency formally requested renewal of the Master Contract with the USBR, however, that renewal has not yet been completed and the USBR has proposed an amendment extending the term of the Master Contract while negotiations for long term contract renewal are pending; and

WHEREAS, the USBR, Agency, and Member Units all desire to ensure continued delivery of Cachuma Project water to the Member Units through the execution of amendments that extends the terms and conditions of the current Master Contract and associated contracts between the Agency and the Member Units;

WHEREAS, all liabilities of the Agency incurred through the Master Contract and any extension thereof can be repaid and liquidated from revenues derived from payments made to the Agency by Member Units pursuant to Member Unit Agreements as extended and pursuant to Sections 6.1 and 10.1 of the Santa Barbara County Water Agency Act.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: that the Board of Directors of the Santa Barbara County Water Agency declares and directs as follows:

1. That the foregoing recitals are true and correct.
2. That the Board of Directors of the Santa Barbara County Water Agency hereby determines that an amendment to the Cachuma Project contract with the United States Bureau of Reclamation should be entered into that extends the terms and conditions of the Master Contract for the purpose of continuing delivery of Cachuma Project water while negotiations for long term contract renewal are pending.

3. That the Board of Directors of the Santa Barbara County Water Agency approves and authorizes the Public Works Director to execute an amendment to the Cachuma Master Contract with the United States Bureau of Reclamation upon approval of County Counsel, Auditor Controller, and Risk Manager, or their designated representatives.

4. That the Board of Directors of the Santa Barbara County Water Agency approves and authorizes the Public Works Director to execute an amendment to the Member Unit Agreements to continue water service in accordance with the Cachuma Master Contract and any interim Cachuma Master Contract.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Santa Barbara County Water Agency, State of California, on this 25th day of August, 2020 by the following vote:

AYES: Supervisors Williams, Hart, Hartmann, Adam and Lavagnino

NAYS: NONE

ABSENT: NONE

ABSTAIN: NONE

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
Ex Officio Clerk of the Board Directors
of the Santa Barbara County Water Agency

By: Shule de la Guerra
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: Johannah L Hartley
Johannah L Hartley (Jul 24, 2020 11:20 PDT)
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: Ray Aromatorio
Risk Management

ACCEPTED AND AGREED:
SANTA BARBARA COUNTY WATER AGENCY

By: Gregg Hart
Gregg Hart, Chair, Board of Directors

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: C. Schaffer
Deputy

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink, of the Clerk of the Board of Supervisors.

Mona Miyasato
Clerk of the Board, Santa Barbara County, California
Date 9-25-20 by Deputy: Shule de la Guerra

