

EXAMPLE

FIRST AMENDMENT TO CACHUMA PROJECT MEMBER UNIT CONTRACT CITY OF SANTA BARBARA

Cachuma Project Member Unit Contract No. 18,223 (hereinafter Agreement) between the Santa Barbara County Water Agency, a political subdivision of the State of California established by Chapter 1501 of the 1945 Statutes of California, as amended (hereafter Agency), and the City of Santa Barbara, a political subdivision of the State of California and a charter city (hereafter Member Unit), is hereby amended as follows:

RECITALS

WHEREAS, the Agency and the United States Bureau of Reclamation (USBR) entered into an Agreement for Providing Water Service from the Cachuma Project (Agreement No. 175r-1802R) in 1996 which initially was to remain in effect until September 30, 2020;

WHEREAS, based on Agreement No. 175r-1802R, the Agency and the Member Unit entered into the Cachuma Project Member Unit Contract (Agreement) to provide for the continued delivery of Cachuma Project water to the Cachuma Member Units on the terms and conditions of Agreement No. 175r-1802R;

WHEREAS, on May 2, 2017, the Agency timely requested renewal of Agreement No. 175r-1802R, however, that renewal has not yet been completed and USBR has proposed an interim agreement extending the term of Agreement No. 175r-1802R while negotiations for contract renewal are pending; and

WHEREAS, this First Amendment to the Agreement seeks to extend the Agreement while contract renewal negotiations are pending and until a new contract between USBR and the Agency for the Cachuma Project has been reached.

NOW, THEREFORE, it is hereby mutually agreed by the parties as follows:

A. Paragraph 1 of the Agreement is amended to read as follows:

1. This Contract shall be effective as of May 15, 1995 ("effective date") and shall remain in effect for a period coterminous with the Master Contract (No. 175r-1802R), as may be extended or amended. This contract shall continue in effect the rights, obligations and interest of the Cachuma Member Units in the Cachuma Project.

B. Paragraph 12 of the Agreement is amended to label the existing paragraph (a) and to add subparagraph (b), to read as follows:

- 12.(b) The Member Unit agrees to comply with the terms and conditions of Agreement No. 175r-1802R and any amendment(s) thereto.

C. Paragraph 19, Equal Employment Opportunity, is added to the Agreement as follows:

19. During the performance of this contract, the Member Unit agrees as follows:

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

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

(c) The Member Unit will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Member Unit's legal duty to furnish information.

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

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

(f) The Member Unit will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

D. In all other respects, the Agreement remains unchanged and in full effect.

E. By signing this First Amendment to the Agreement the parties warrant and represent that they have the power and authority to bind their party and that all formal requirements necessary or required by any state and/or federal law in order to enter into this First Amendment to the Agreement have been fully complied with.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement to be effective on the date executed by Agency.

ATTEST:

CITY OF SANTA BARBARA:

By: _____
Sarah Gorman, City Clerk Services Manager

By: _____
Paul Casey, City Administrator

Date: _____

SANTA BARBARA COUNTY WATER AGENCY:

APPROVED AS TO FORM:
Ray Aromatorio, ARM, AIC

By: _____
Scott D. McGolpin, Public Works Director

By: _____
Risk Management

Date: _____

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

By: _____
Deputy