

**A REGULAR MEETING OF THE OPERATING COMMITTEE
of the
CENTRAL COAST WATER AUTHORITY**

will be held at 9:00 a.m., on Thursday, July 11, 2024
at 255 Industrial Way, Buellton

Members of the public may participate by video call or telephone via
URL: <https://meetings.ringcentral.com/j/1464072427>
or via telephone by dialing 1 (623) 404-9000 and entering code # 146 407 2427



Eric Friedman
Chairman

Jeff Clay
Vice Chairman

Ray A. Stokes
Executive Director

Brownstein Hyatt
Farber Schreck
General Counsel

Member Agencies

City of Buellton

Carpinteria Valley
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

Santa Ynez River Water
Conservation District,
Improvement District #1

Associate Member

La Cumbre Mutual
Water Company

Public Comment on agenda items may occur via video call or telephonically, or by submission to the Board Secretary via email at lfw@ccwa.com no later than 8:00 a.m. on the day of the meeting. In your email, please specify (1) the meeting date and agenda item (number and title) on which you are providing a comment and (2) that you would like your comment read into the record during the meeting. If you would like your comment read into the record during the meeting (as either general public comment or on a specific agenda item), please limit your comments to no more than 250 words.

Every effort will be made to read comments into the record, but some comments may not be read due to time limitations. Please also note that if you submit a written comment and do not specify that you would like this comment read into the record during the meeting, your comment will be forwarded to Board members for their consideration.

Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available on the CCWA internet web site, accessible at <https://www.ccwa.com>.

I. Call to Order and Roll Call

II. Public Comment – (Any member of the public may address the Committee relating to any matter within the Committee’s jurisdiction. Individual Speakers may be limited to five minutes; all speakers to a total of fifteen minutes.)

III. Election of Officers

Staff Recommendation: Take nominations from Committee.

IV. * Consent Calendar

- A. Minutes of the March 14, 2024 Operating Committee Meeting
Staff Recommendation: Approve Consent Calendar.

V. Executive Director’s Report

- A. Operations Update
Staff Recommendation: Informational item only.
- B. Devil’s Den Pumping Plant Recovery Presentation
Staff Recommendation: Informational item only.
- C. Water Supply Situation Report
Staff Recommendation: Informational item only.
- D. San Luis Obispo County State Water Feasibility Study
Staff Recommendation: Informational item only.
- * E. *Proposed* Temporary Warren Act Contract No. 24-WC-20-XXXX with United States Bureau of Reclamation
Staff Recommendation: Informational item only.
- * F. Draft Policy on Water Usage to Maintain Pipeline Health
Staff Recommendation: Informational item only.
- * G. Calendar Year 2025 DWR Statement of Charges
Staff Recommendation: Informational item only.

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Continued

* Indicates attachment of document to agenda packet

VI. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code section 54956.9(d)
(4): 1 case
- B. CLOSED SESSION: CONFERENCE WITH REAL PROPERTY
NEGOTIATORS
Government Code section 54956.8
Property: State Water Contract
Agency negotiator: Ray Stokes
Negotiating parties: CCWA and DWR
- C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code section 54956.9(d) (1)
Name of case: Central Coast Water Authority, et al. v. Santa Barbara
County Flood Control and Water Conservation District, et al. (Case No.
21CV02432)

VII. Reports from Committee Members for Information Only

VIII. Date of Next Regular Meeting: October 10, 2024

IX. Adjournment

**MINUTES OF THE
CENTRAL COAST WATER AUTHORITY
OPERATING COMMITTEE**

March 14, 2024

I. Call to Order and Roll Call

Mr. Garcia, Committee Chair, called the March 14, 2024, Central Coast Water Authority Operating Committee meeting to order at 9:01 a.m.

Committee members present:

Paeter Garcia	-	Santa Ynez River Water Conservation District, ID#1
Rose Hess	-	City of Buellton
Shad Springer	-	City of Santa Maria
Ryan Drake	-	Goleta Water District
Dakota Corey	-	City of Santa Barbara
Maso Matlow	-	Carpinteria Valley Water District
Nick Turner	-	Montecito Water District (arrived after roll call)

The Committee went to closed session at 9:02.

II. Closed Session

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code section 54956.9(d) (1)

Name of case: Central Coast Water Authority, et al. v. Santa Barbara County Flood Control and Water Conservation District, et al. (Case No. 21CV02432).

Return to Open Session

The Committee returned to open session at 9:20. Mr. Garcia noted there were no actions as a result of the closed session.

III. Public Comment

There was no public comment.

IV. Consent Calendar

A. Approve Minutes of the January 11, 2024 Operating Committee Meeting

Motion to approve the consent calendar was made by Mr. Springer, seconded by Ms. Corey, and carried with Ms. Corey, Mr. Drake, Ms. Hess, Mr. Garcia, Ms. Matlow, Mr. Springer and Mr. Turner in favor and none opposed.

V. Executive Director's Report

A. Operations Update

Mr. John Brady, CCWA Deputy Director, reported on plant production, chemical costs, and totals pumped into Lake Cachuma, noting that there are currently no

deliveries to the Lake. He provided the Committee with information on the new gas Chromometer installed at the Water Treatment Plant.

Testing of the chlorine scrubber and preparation for erosion repair near the main gate have been taking place at the Water Treatment Plant. Plans are being developed for pigging the pipeline to prevent nitrification, including a technical memorandum in advance of the process.

Mr. Brady reviewed encroachment issues near Black Road that may have impacted CCWA's fiber optic cable and near Lake Lopez that may have put CCWA facilities at risk.

Ongoing design work and bid processes for various projects, as well as environmental compliance and staffing changes were discussed.

Mr. Ray Stokes, CCWA Executive Director, noted that the Operating Committee should discuss options to prevent nitrification by considering delivery of water to Lake Cachuma and requested the matter be discussed at a future meeting. Dosing at Tank 5, and installation of systems to treat water at both Tanks 5 and 7 were discussed.

The Committee noted that this would be Mr. Brady's last meeting of the Operating Committee before his retirement in June and thanked him for his expertise and counsel over the years.

B. Water Supply Situation Report

Mr. Stokes reviewed precipitation indices for various locations that show that the current water year is nearing average amounts for both precipitation and snowpack levels. Oroville Reservoir is at 84% of capacity and 126% of historical average and within its flood storage range, and San Luis Reservoir is at 73% of capacity and 88% of historical capacity, and currently there is a very low risk of "spill."

DWR has set allocation at 15%, allowing 6,824 AF of Table A allocation for CCWA participants, and CCWA has approximately 25,000 AF of Carryover water, totaling 31,499 AF available for delivery. As of the meeting date 1,108 AF have been delivered to participants.

Metropolitan WD has expressed interest in developing a relationship with CCWA to allow for future water transfers.

DWR has limited pumping capabilities due to exceeding the take limit of steelhead trout in the Delta. Mr. Stokes reviewed the 2019 NMFS BiOp and the impact of the restrictions on a potential increase to the current water allocation.

C. DRAFT Administrative Rules for the Transfer and Exchange of Water

The administrative policies in use currently were developed before the Water Management Amendment to the State Water Contract was adopted in 2021, and Mr. Stokes stated the necessity to update those policies with input from the Committee. He provided a general framework for the process of transfer and exchange of water both within CCWA and outside of CCWA.

Discussion took place regarding ongoing communication of project participant's desire to engage in transfer or exchange activities, timing for establishing the amount of carryover water available to participants to transfer or exchange, and clarification of certain terms within the draft rules.

Feedback was requested from Committee members and the timeline for finalization of the Administrative Rules for the Transfer and Exchange of Water was discussed.

D. CCWA FY 2024/25 Preliminary Budget

Ms. Dessilava Mladenova, CCWA Controller, provided an overview of the Preliminary CCWA FY 2024/25 Preliminary Budget. She noted the overall budget totals \$59.4 million, an increase of \$1.4 million from the prior year. The increase is largely due to DWR variable costs. CCWA Operating Expenses are increasing by \$332 thousand. Ms. Mladenova reviewed the major components of the budget and provided additional detail on the Operating Expenses and increases and decreases in specific cost categories.

The budget assumptions used in preparation of the DWR portions of the budget will be revised following issuance of the DWR Statement of Charges on July 1, 2024. Mr. Stokes provided additional information on Rate Management Credits and noted they were not included in the budget assumptions as a conservative measure.

Ms. Mladenova provided additional detail on particular projects included in the budget and an explanation of the cost allocation methodology based on location or purpose of project.

VI. Reports from Committee Members for Information Only

There were no reports from the Committee members.

VII. Date of Next Regular Meeting:

The date of the next Regular meeting is July 11, 2024.

VIII. Adjournment

The meeting was adjourned at 11:45 AM.

Respectfully submitted,

Elizabeth F. Watkins
Secretary to the Board



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

July 3, 2024

TO: CCWA Operations Committee

FROM: Ray A. Stokes
Executive Director

SUBJECT: *Proposed* Temporary Warren Act Contract No. 24-WC-20-XXXX with United States Bureau of Reclamation

SUMMARY

The United States Bureau of Reclamation (**Reclamation**) has provided CCWA with its draft proposed second Temporary Warren Act Contract, Contract No. 24-WC-20-XXXX. The proposed second Temporary Warren Act Contract is necessary to continue the annual introduction, storage, and conveyance of up to 13,750 acre-feet of water acquired by or available to CCWA from or through the State Water Project (**CCWA Water**) into Cachuma Project facilities for delivery to CCWA's South Coast Participants¹ beyond September, 2024, when the first and current Temporary Warren Act Contract expires. The term of the second Temporary Warren Act Contract would commence on the date executed by Reclamation (the "effective date") and extend through June 14, 2027.

RECOMMENDATIONS

N/A. For discussion only.

DISCUSSION

1. Background

CCWA was formed as a Joint Powers Agency formed pursuant to Government Code section 6500 et seq. and the Joint Exercise of Powers Agreement dated August 1, 1991, as amended, to construct necessary facilities to deliver supplemental water supplies from the State Water Project to communities in San Luis Obispo and Santa Barbara Counties.

On January 3, 1995, Reclamation issued a 25-year Warren Act Contract to CCWA that allowed for the annual introduction, storage, and conveyance of up to 13,750 acre-feet of water acquired by or available to CCWA from or through the State into Cachuma Project facilities for delivery to the CCWA South Coast Participants for municipal and industrial uses (**1995 Contract**). The Coastal Branch and CCWA facilities were completed in 1997 and introductions of CCWA water under the 1995 Warren Act Contract began in 1997.

¹ Carpinteria Valley Water District, the City of Santa Barbara, Goleta Water District, Montecito Water District, La Cumbre Mutual Water Company, La Cumbre Mutual Water Company, Morehart Land Co., and Raytheon Systems Co.

The 1995 Contract expired on June 22, 2022 and CCWA and Reclamation entered into the first Temporary Warren Act Contract, which became effective on June 21, 2022 and expires on September 30, 2024.

Because Reclamation has been in the process of reconsulting with the National Marine Fisheries Service regarding the Cachuma Project, Reclamation has elected to renew CCWA's Warren Act Contract on a temporary basis until such time as a new, long-term Warren Act Contract is negotiated and environmental compliance for that long-term contract is completed.

CCWA water has been and continues to be a much-needed supplemental water supply for the South Coast, especially during drought conditions. Without a new contract, CCWA will be unable to deliver State Water Project supplies to the South Coast Participants, potentially adversely impacting the ability of the South Coast Participants to meet their water supply needs.

CCWA has therefore requested that Reclamation enter into the second Temporary Warren Act Contract to continue the introductions, conveyance, and storage of CCWA Water into the Cachuma Project facilities for delivery to the CCWA South Coast Participants on the same terms and conditions as the first Temporary Warren Act Contract.

2. Proposed Second Temporary Warren Act Contract

The proposed second Temporary Warren Act Contract is substantially similar to the first Temporary Warren Act Contract. The key terms are:

Term: The second Temporary Warren Act Contract will take effect upon execution by Reclamation's Contracting Officer and will continue until June 14, 2027. (§ 2.) The first Temporary Warren Act Contract expires on September 20, 2024. Accordingly, Reclamation's execution of the Temporary Contract should occur on or before September 20, 2024.

Quantity: The second Temporary Warren Act Contract authorizes CCWA to introduce up to 13,750 acre-feet per Year of Non-Project Water² into Lake Cachuma and to store and/or convey that water to the Operating Non-Federal Entity for delivery to the South Coast Participants. (§ 3.)

Excess Capacity: CCWA's right to introduce Non-Project Water into Lake Cachuma is limited to the right to use Excess Capacity. (§ 7.) "Excess Capacity" means capacity in the Project Facilities in excess of that needed to meet the Project's authorized purposes, as determined solely by Reclamation. (§ 1(g).) In the event of Lake Cachuma spills, CCWA's Non-Project Water is the first to spill from the lake. CCWA's Non-Project Water is also subject to seepage and evaporation losses of 5%. (§ 3(a).)

The NEW (or different) terms are:

Automatic 5% Conveyance Loss: The second Temporary Warren Act Contract imposes an automatic 5% conveyance loss (deduction) on all water delivered to the Project.

Abandonment of Water in Storage: There is no transition between the first and second Temporary Warren Act Contracts. The second Temporary Warren Act Contract expressly any CCWA water in storage at the termination of the first contract is deemed **abandoned** to the Project. Thus, it is important that all South Coast Participants take delivery of all CCWA water supplies in storage prior to termination.

² See Exhibit C to the second Temporary Warren Act Contract.

Spill Definition: The definition of “spill” is expanded to include the period when releases are being made to avoid damage to the Project facilities or to downstream life and/or property.

Prohibition on Transfer of Conveyed Water: The sale, transfer or exchange of CCWA water conveyed through the Project to third parties (not the South Coast Participants) is prohibited without USBR approval.

Rate: The rate Reclamation proposes to charge pursuant to the second Temporary Warren Act Contract is **less** than the amount charged pursuant to the current/first Temporary Warren Act Contract. (See Exhibit B of the second Temporary Warren Act Contract.) The rate does not include the \$43/acre-foot charge that CCWA pays to COMB pursuant to the 1995 Memorandum of Understanding for the Creation of a Trust Fund between CCWA and the Cachuma Project Authority and Reclamation.

ENVIRONMENTAL REVIEW

1. Reclamation’s Compliance with NEPA

Reclamation has determined that the environmental compliance requirements for execution of the second Temporary Warren Act Contract have been met by Reclamation’s environmental compliance associated with the first Temporary Warren Act Contract.³

2. CCWA’s Compliance with CEQA

Prior to execution of the second Temporary Contract, CCWA must comply with the California Environmental Quality Act (“**CEQA**”). Categorical exemptions from CEQA are set forth in Article 19 of Title 14 of the California Code of Regulations (“**CEQA Guidelines**”). CEQA Guidelines section 15301 sets forth an exemption from CEQA for the operation and permitting of existing facilities involving negligible or no expansion of existing or former use and CEQA Guidelines section 15304 further exempts projects that entail minor alterations in the condition of water.

Staff has determined that CCWA’s approval of the second Temporary Warren Act Contract is exempt from CEQA for the same reasons that the first Temporary Warren Act Contract was exempt from CEQA.

CEQA Guidelines section 15301 (Class 1 exemption) sets forth an exemption from CEQA for the operation and permitting of existing facilities involving negligible or no expansion of existing or former use. The second Temporary Warren Act Contract fits within this exemption because it will continue to allow the annual introduction, storage, and conveyance of up to 13,750 acre-feet of CCWA Water into Cachuma Project facilities for delivery to the CCWA South Coast Participants and will therefore not expand the use of Cachuma Project facilities beyond that permitted by the 1995 Warren Act Contract and the first Temporary Warren Act Contract. A water distribution system, like the Cachuma Project facilities, is an existing facility for the purpose of the Class 1 exemption. (*N. Coast Rivers All. v. Westlands Water Dist.* (2014) 227 Cal. App. 4th 832, 867 (citing *Turlock Irrigation Dist. v. Zanker* (2006) 140 Cal. App. 4th 1047, 1065–1066).)

None of the exceptions to use of an exemption set forth in CEQA Guidelines section 15300.2 apply and adoption of the second Temporary Warren Act Contract will not have a significant

³ A copy of Reclamation’s environmental compliance is located on CCWA’s website at: <https://www.ccwa.com/files/d052f10bb/USBR+Environmental+Compliance.pdf>.

impact on the environment. The second Temporary Warren Act Contract will continue to allow the annual introduction, storage, and conveyance of the same quantity of CCWA Water into Cachuma Project facilities as has been authorized for the last 27 years. Under the second Temporary Warren Act Contract, CCWA water would continue to be introduced and conveyed through Cachuma Project facilities (i.e., Bradbury Dam outlet works, Stilling Basin, Lake Cachuma, North Intake of the Tecolote Tunnel, and the South Coast Conduit) to the CCWA contractors located along the South Coast Conduit. No modifications to existing infrastructure or construction would occur.

Attachments:

- A. *Draft* Temporary Warren Act Contract No. 24-WC-20-XXXX with the United States Bureau of Reclamation
- B. Redline comparison of the first and proposed second Temporary Warren Act Contracts

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

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

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

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

1 THIS CONTRACT, made this _____ day of _____, 2024, pursuant to
2 the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto,
3 including the Act of February 21, 1911 (36 Stat. 925), and Section 305 of the Reclamation
4 States Emergency Drought Relief Act of 1991, enacted March 5, 1992 (106 Stat. 59), all
5 collectively hereinafter referred to as the Federal Reclamation laws, between the UNITED
6 STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer
7 executing this Contract, hereinafter referred to as the Contracting Officer, and the CENTRAL
8 COAST WATER AUTHORITY, hereinafter referred to as the Contractor;

9 WITNESSETH, That:

10 EXPLANATORY RECITALS

11 [1st] WHEREAS, the United States has constructed and is operating the Cachuma
12 Project (Project), California, for diversion, storage, carriage, and distribution of waters of the
13 Santa Ynez River and its tributaries for irrigation, municipal, domestic, , and industrial uses; and

14 [2nd] WHEREAS, on September 12, 1949, the United States and the Santa Barbara
15 County Water Agency, hereinafter referred to as the Agency, entered into Contract No. I75r-
16 1802, which was renewed by Contract No. I75r-1802R dated April 14, 1996, and amended by

17 Contract No. I75r-1802RA dated September 28, 2020 and Contract No. I75r-1802RB dated
18 September 29, 2023, pursuant to which water from the Project is furnished to Carpinteria Valley
19 Water District, the City of Santa Barbara, Goleta Water District, Montecito Water District, and
20 Santa Ynez River Water Conservation District Improvement District No. 1, hereinafter
21 collectively referred to as the Member Units; and

22 [3rd] WHEREAS, on July 6, 1995, the Contractor and the Cachuma Project Authority,
23 currently known as Cachuma Operations Maintenance Board (COMB), a joint exercise of
24 powers authority comprised of the Member Units, and the United States entered into a
25 Memorandum of Understanding (MOU) for the creation of a trust fund dedicated to developing
26 and supporting water management programs and projects beneficial to the Project, in conjunction
27 with entering into a contract permitting the Contractor’s use of the Project for the Storage and/or
28 Conveyance of Non-Project Water; and

29 [4th] WHEREAS, on July 25, 1995, the United States and the Contractor entered into
30 Contract No. 5-07-20-W1282, to Store and/or Convey through the Project a supply of Non-
31 Project Water for municipal and industrial uses; and

32 [5th] WHEREAS, on June 2, 1997, the United States and the Contractor entered into an
33 amendment to Contract No. 5-07-20-W1282 for the purpose of adjusting the definition of
34 “Year” in Contract No. 5-07-20-W1282 from March 15 to March 14, to March 1 through last day
35 of February; and

36 [6th] WHEREAS, on June 21, 2022, the United States and the Contractor entered into
37 Contract No. 22-WC-20-5954 to Store and/or Convey through the Project a supply of Non-
38 Project Water for municipal and industrial uses; and

39 [7th] WHEREAS, Contractor asserts rights in a long-term contract with the California
40 Department of Water Resources, dated February 26, 1963, for the delivery of water from and/or
41 through the State Water Project (SWP) to the County of Santa Barbara. This SWP contract
42 water is the source of Non-Project Water under this Contract and is foreign to, and imported into,
43 the Santa Ynez River. Therefore, without this Contract, the SWP contract water would not
44 otherwise inure to the Project; and

45 [8th] WHEREAS, Contractor holds contracts with public water providers, including the
46 Member Units and parties collectively referred to as the Contractor Participants for the delivery
47 of water from and/or through State Water Project to each of the Contractor Participants; and

48 [9th] WHEREAS, pursuant to the above-referenced contracts, the Contractor is
49 independently obligated to deliver water to Lake Cachuma for Carpinteria Valley Water District,
50 the City of Santa Barbara, Goleta Water District, Montecito Water District, and other Contractor
51 Participants, hereinafter collectively referred to as the South Coast Participants. This Contract
52 will facilitate Contractor's independent obligations under those contracts; and

53 [10th] WHEREAS, pursuant to Contract No. 5-07-20-W1282 and Contract No. 22-WC-
54 20-5954, the Contractor has Stored and/or Conveyed Non-Project Water in and/or through the
55 Project since 1997; and

56 [11th] WHEREAS, pursuant to amended Contract No. 14-06-200-5222RB, and as
57 amended, the United States transferred responsibility for the operation and maintenance (O&M)
58 of a portion of the Project Facilities and the costs of such O&M to the designated Operating
59 Non-Federal Entity; and

60 [12th] WHEREAS, the Contractor has a continuing need for the Storage and/or
61 Conveyance of Non-Project Water from and/or through the Project to the extent allowed by law
62 and that Excess Capacity is available in Project Facilities; and

63 [13th] WHEREAS, the United States is willing to store and convey said Non-Project
64 Water through Excess Capacity in said Project Facilities in accordance with law and the terms
65 and conditions hereinafter stated; and

66 [14th] WHEREAS, it is the intention of the parties that this Contract will result in t no
67 change to the quantity of water diverted by the United States from the Santa Ynez River for the
68 Project (Project water), the point of diversion, the quantities of the Project water made available
69 to water purveyors who receive Project water or the rights and responsibilities of the Member
70 Units concerning operation and maintenance; and

71 [15th] WHEREAS, the environmental compliance requirements for the execution of this
72 Contract have been met by Environmental Assessment CGB-EA-2022-023, entitled “Central
73 Coast Water Authority Temporary Warren Act Contract,” which resulted in a Finding of No
74 Significant Impact, dated June 14, 2022.

75 NOW, THEREFORE, in consideration of the covenants herein contained, the parties
76 agree as follows:

77 DEFINITIONS

78 1. When used herein unless otherwise distinctly expressed, or manifestly
79 incompatible with the intent of the parties as expressed in this Contract, the term:

80 (a) “Calendar Year” shall mean the period January 1 through December 31,
81 both dates inclusive;

82 (b) “Contracting Officer” shall mean the Secretary of the Interior’s duly
83 authorized representative acting pursuant to this Contract or applicable Reclamation law or
84 regulation;

85 (c) “Contractor’s Boundaries” shall mean the geographic area within which
86 the Contractor is authorized to serve Non-Project Water as set forth on Exhibit A, which may be
87 modified in accordance with Article 16, without amendment of this Contract;

88 (d) “Conveyance or Convey” shall mean the transportation of Non-Project
89 water through any or all of the following: (i) Lake Cachuma, if the water is released from Lake
90 Cachuma within 30 days of its introduction, or (ii) other Project facilities;

91 (e) “CCWA Participants” shall mean water providers and water users in Santa
92 Barbara County that contract with CCWA for the delivery of SWP contract, imported water
93 from CCWA;

94 (f) “CCWA’s South Coast Participants” shall mean Carpinteria Valley Water
95 District, City of Santa Barbara, Goleta Water District, Montecito Water District, La Cumbre
96 Mutual Water Company, Morehart Land Co. and Raytheon Systems Co.;

97 (g) “Excess Capacity” shall mean capacity in the Project Facilities in excess
98 of that needed to meet the Project’s authorized purposes, as determined solely by the Contracting
99 Officer, which may be made available to store, convey, and deliver Non-Project Water;

100 (h) “Member Units” shall mean Carpinteria Valley Water District, City of
101 Santa Barbara, Goleta, Water District, Montecito Water District and Santa Ynez River Water
102 Conservation District Improvement District No. 1;

103 (i) “Municipal and Industrial (M&I) Water” shall mean Non-Project Water
104 used for municipal, industrial, and miscellaneous other purposes not falling under the definition
105 of “Irrigation Water” or within another category of water use under an applicable Federal
106 authority;

107 (j) “Non-Project Water” shall mean water acquired by or available to the
108 Contractor from the source(s) identified in Exhibit C that has not been appropriated or acquired
109 by the United States;

110 (k) “Operating Non-Federal Entity” shall mean the Cachuma Operations
111 Maintenance Board or COMB, its successors or assigns, a non-Federal entity that has the
112 obligation pursuant to a separate agreement with the United States to operate and maintain all or
113 a portion of the Project Facilities, and which may have funding obligations with respect thereto;

114 (l) “Project” shall mean the Cachuma Project including but not limited to
115 Bradbury Dam, Lake Cachuma (Lake), Tecolote Tunnel (Tunnel), Lauro Reservoir, and the
116 South Coast Conduit (Conduit) facilities, owned by the United States and managed by the
117 Department of the Interior, Bureau of Reclamation;

118 (m) “Project Facilities” shall mean the associated facilities, constructed as
119 features of the Cachuma Project;

120 (n) “Project Water” shall mean all water that is developed, diverted, stored, or
121 delivered by the Secretary in accordance with the statutes authorizing the Project and in
122 accordance with the terms and conditions of water rights acquired pursuant to California law;

123 (o) “Rates” shall mean the amount to be paid to the United States by the
124 Contractor, as set forth in Exhibit B, for the use of Excess Capacity in the Project Facilities made
125 available pursuant to this Contract;

126 (p) “Secretary” shall mean the Secretary of the Interior, a duly appointed
127 successor, or an authorized representative acting pursuant to any authority of the Secretary and
128 through any agency of the Department of the Interior; and

129 (q) “South Coast Member Units” shall mean Carpinteria Valley Water
130 District, City of Santa Barbara, Goleta Water District and Montecito Water District;

131 (r) “Spill” shall mean an event during which (i) the Lake surface is above the
132 Maximum Conservation Storage Pool Elevation and releases are being made through the
133 spillway, or (ii) releases are being made to avoid damage to Project facilities or to downstream
134 life and/or property.

135 (s) “Maximum Conservation Storage Pool Elevation” is the elevation above
136 which water may not be stored for the purpose of conservation under applicable law, regulation,
137 or operating criteria and procedures. As of the effective date of this Contract, the Maximum
138 Conservation Storage Pool Elevation is 750.0 feet above Mean Sea Level;

139 (t) “Storage or Store” shall mean the retention of Non-Project Water in the
140 Lake Cachuma for a period in excess of 30 days;

141 (u) “Year” shall mean the period from and including March 1 of the Calendar
142 Year through the last day of February of the following Calendar Year.

143 TERM OF CONTRACT

144 2. This Contract shall become effective on the date hereinabove written and shall
145 remain in effect through June 14, 2027: Provided, That upon written notice to the Contractor,
146 this Contract may be terminated by the Contracting Officer at an earlier date, if the Contracting
147 Officer determines that the Contractor has not been complying with one or more terms or
148 conditions of this Contract.

149 INTRODUCTION, STORAGE, CONVEYANCE, AND DELIVERY OF NON-PROJECT
150 WATER

151 3. (a) During the term of this Contract, the Contractor may introduce and Store
152 up to 13,750 acre-feet each Year of Non-Project Water from the source(s) identified in Exhibit C

153 into the Project Facilities at Lake Cachuma. Contractor may also carryover Non-Project Water
154 from the previous Year introduced during the term of this Contract. The United States or the
155 designated Operating Non-Federal Entity shall convey Non-Project Water through Excess
156 Capacity in the Project Facilities from said point(s) of introduction for delivery to the
157 Contractor's South Coast Participants at the Tecolote Tunnel or other location(s) mutually agreed
158 to in writing by the Contracting Officer, acting by or through its agent the designated Operating
159 Non-Federal Entity, and the Contractor, acting by or through the Contractor's South Coast
160 Participants, in accordance with an approved schedule submitted by the Contractor pursuant to
161 subdivision (d) of this Article: Provided, That the quantity of Non-Project Water to be Stored
162 and/or Conveyed on behalf of the Contractor's South Coast Participants in/through Project
163 Facilities shall not exceed the quantity of Non-Project Water previously introduced into the
164 Project Facilities by the Contractor at said point(s) of introduction, less 5% percent for
165 conveyance losses.

166 (b) In the event the quantity of water taken by the Contractor's South Coast
167 Participants exceeds the quantity of Non-Project water introduced by the Contractor pursuant to
168 subdivision (a) of this Article, the Contractor in coordination with its South Coast Participants
169 shall immediately take all reasonable actions to make available a like amount of water, plus
170 conveyance loss, into the Project Facilities for use by the United States for Project purposes. The
171 provisions of this subdivision are not exclusive and shall not prohibit the United States from
172 exercising any other remedy under existing law, including the early termination of this Contract
173 pursuant to Article 2 of this Contract.

174 (c) Exhibit C may be modified or replaced by mutual agreement of the
175 Contractor and the Contracting Officer to reflect changes to the source(s) of Non-Project water

176 without amendment of this Contract: Provided, however, That no such modification or
177 replacement shall be approved by the Contracting Officer absent the completion of all
178 appropriate environmental documentation, including but not limited to documents prepared
179 pursuant to the National Environmental Policy Act of 1969 (NEPA) and the Endangered Species
180 Act of 1973 (ESA), as amended.

181 (d) All Non-Project Water Stored and/or Conveyed and delivered to the
182 Contractor's South Coast Participants pursuant to this Contract shall be used for Municipal and
183 Industrial purposes.

184 (e) Prior to the introduction of Non-Project Water into the Project Facilities,
185 the Contractor shall submit a schedule to the Contracting Officer and the designated Operating
186 Non-Federal Entity showing the quantities of Non-Project Water to be introduced into the
187 Project Facilities, Provided That the desired time or times for delivery of said Non-Project Water
188 will be scheduled by the Contractor's South Coast Participants with the Operating Non-Federal
189 Entity: Provided further, That the Contractor's South Coast Participants are not required to
190 initially schedule delivery of the maximum quantity of Non-Project Water for which the
191 Contractor desires Storage and/or Conveyance during the term of this Contract. The initial
192 schedule and any revision(s) thereof shall be in a form acceptable to the Contracting Officer and
193 shall be submitted at such times and in such manner as determined by the Contracting Officer.
194 The Contractor shall not introduce Non-Project Water into the Project Facilities unless and until
195 the schedule and any revision(s) thereof have been approved by the Contracting Officer.

196 (f) All Non-Project Water remaining in the Project Facilities upon expiration
197 or termination of this Contract shall be deemed to be unused water donated to the United States
198 for Project purposes. Further, all Non-Project Water introduced by Contractor into the Project

199 Facilities and made available for delivery to the Contractor's South Coast Participants from the
200 Project Facilities and not accepted by the Contractor's South Coast Participants shall be deemed
201 to be unused water donated to the United States for Project purposes.

202 (g) If Spill occurs from the Lake, the first water Spilled shall be deemed to be
203 the Non-Project Water then in the Lake. No Non-Project Water shall be introduced into the Lake
204 during a Spill: Provided, That the Contracting Officer will, to the extent possible, inform the
205 Contractor by written notice, or otherwise, of any impending Spill from the Lake: and Provided
206 further, That to the extent Non-Project Water is enroute to and/or Stored in the Lake, when the
207 Contractor has been so informed, such Non-Project Water shall, at the Contractor's South Coast
208 Participants' request, be released into the Tunnel or into the Santa Ynez River, to the extent the
209 United States is able to do so as conclusively determined by the Contracting Officer.

210 (h) Unless otherwise agreed to in writing by the Contracting Officer, the Non-
211 Project Water shall be introduced into the Lake and delivered to the Contractor's South Coast
212 Participants through existing Project Facilities. If temporary inflow or delivery facilities are
213 required to effectuate the introduction of Non-Project Water into the Project Facilities or the
214 delivery of the Non-Project Water to the Contractor's South Coast Participants from the Project
215 Facilities, the Contractor shall, at its own cost and expense obtain all appropriate environmental
216 documents, necessary rights-of-way for such facilities, including the appropriate right of-use
217 agreement(s) or other authorizations issued by the United States for any such facilities located on
218 right-of-way for existing Project Facilities. The Contractor, at its own cost and expense, shall be
219 responsible for providing, installing, operating, maintaining, repairing, replacing, and removing
220 said inflow and delivery facilities. The Contractor hereby grants to the Contracting Officer and

221 the Operating Non-Federal Entity access, for the purpose of this Contract, to all temporary
222 inflow and delivery facilities installed by the Contractor.

223 (i) The introduction of Non-Project Water into the Project Facilities by the
224 Contractor shall be conditioned upon compliance by the Contractor with the environmental
225 measures described in the environmental documentation prepared in connection with the
226 execution of this Contract and with the terms of the applicable operations procedures approved
227 by the Contracting Officer.

228 MEASUREMENT OF NON-PROJECT WATER

229 4. (a) The quantity of Non-Project Water shall be measured and recorded prior
230 to the point(s) of introduction into the Lake and at the point(s) of delivery from the Lake as
231 provided in this Article.

232 (b) The Non-Project Water introduced into the Lake shall be measured and
233 recorded at the Santa Ynez Pumping Plant by the Contractor with devices approved by the
234 Contracting Officer. The Contractor shall examine, test and service the measuring and recording
235 devices. Upon the written request of either party or at least once a Calendar Year, the Contractor
236 and the Contracting Officer shall investigate the accuracy of the measuring and recording
237 devices required by this Contract and the Contractor shall promptly correct any errors in
238 measurement or recording disclosed by such investigation. If such device is found to be
239 defective or inaccurate, it shall be adjusted, repaired, or replaced without expense to the United
240 States. In the event the Contractor neglects or fails to make such repairs or replacements within
241 a reasonable time and to the reasonable satisfaction of the Contracting Officer, the Contracting
242 Officer shall determine the appropriate measurements to be used to implement this Contract
243 pending the Contractor's completion of the necessary repairs or replacements.

244 (c) The Contractor shall maintain accurate records of the quantity of Non-
245 Project Water, expressed in acre-feet, introduced into and delivered from Project Facilities at
246 said authorized point(s) of introduction and delivery and shall provide such records to the
247 Contracting Officer and the Operating Non-Federal Entity at such times and in such manner as
248 determined by the Contracting Officer.

249 (d) The Non-Project water delivered from the Lake to the South Coast
250 Participants shall be measured and recorded at the Tunnel. The South Coast Participants
251 currently provide for measurement and recordation of water delivered by or through a portion of
252 the Project Facilities including the Tunnel, and are responsible for the accuracy and servicing of
253 the measuring and recording devices at the Tunnel, which responsibilities are carried out through
254 COMB. Therefore, the Contractor and/or the Contractor's South Coast Participants shall seek to
255 engage the services of COMB or any successor entity thereof designated by the South Coast
256 Member Units to measure and record the quantity of Non-Project Water at the Tunnel. If COMB
257 or any successor entity declines or is unable to perform such service, the Contractor and/or the
258 Contractor's South Coast Participants shall otherwise provide for measurement and recordation
259 of Non-Project Water diverted from the Lake including the accuracy of measuring and recording
260 devices in a manner similar to that described in paragraph 4(b) above.

261 (e) Upon the request of either party to this Contract, the Contracting Officer
262 shall investigate, or cause to be investigated by the Operating Non-Federal Entity, the accuracy
263 of all measurements of Non-Project Water required by this Contract. If the investigation
264 discloses errors in the recorded measurements, such errors shall be promptly corrected. If the
265 investigation discloses that measurement devices are defective or inoperative, the Contracting
266 Officer shall take any necessary actions to ensure that the responsible party makes the

267 appropriate adjustments, repairs, or replacements to the measurement devices. In the event the
268 Contractor, as the responsible party, neglects or fails to make such adjustments, repairs, or
269 replacements to the measurement devices within a reasonable time and to the reasonable
270 satisfaction of the Contracting Officer, the Contracting Officer may cause such adjustments,
271 repairs, or replacements to be made and the costs thereof shall be charged to the Contractor and
272 the Contractor shall pay said charges to the United States immediately upon receipt of a detailed
273 billing. For any period of time during which accurate measurements of the Non-Project Water
274 have not been made, the Contracting Officer shall consult with the Contractor and the Operating
275 Non-Federal Entity prior to making a determination of the quantity of Non-Project Water
276 introduced, Stored and/or Conveyed and delivered for that period of time and such determination
277 by the Contracting Officer shall be final and binding on the Contractor.

278 OPERATION, MAINTENANCE, AND REPLACEMENT
279 BY OPERATING NON-FEDERAL ENTITY

280 5. (a) The operation, maintenance, and replacement (OM&R) of a portion of the
281 Project Facilities to be used to introduce, Store and/or Convey and deliver the Non-Project Water
282 to the Contractor's South Coast Participants, and responsibility for funding a portion of the costs
283 of such OM&R, have been transferred from the United States to COMB, the designated
284 Operating Non-Federal Entity, pursuant to a separate agreement, identified as Contract No. 14-
285 06-200-5222RB, dated September 29, 2023. That separate agreement shall not interfere with or
286 affect the rights or obligations of the Contractor or the United States hereunder.

287 (b) The Contractor or the Contractor's South Coast Participants may pay
288 directly to COMB, or to any successor approved by the Contracting Officer under the terms and
289 conditions of the separate agreement described in subdivision (a) of this Article 5, all rates,
290 charges, or assessments of any kind, including any assessment for reserve funds, that COMB or

291 such successor determines, sets, or establishes for the operation and maintenance of the portion
292 of the Project Facilities operated and maintained by COMB or such successor used to Store
293 and/or Convey and deliver the Non-Project Water to the Contractor's South Coast Participants.

294 (c) For so long as the OM&R of any portion of the Project Facilities used to
295 Store and/or Convey and deliver the Non-Project Water to the Contractor's South Coast
296 Participants is performed by COMB, or any successor thereto, the Contracting Officer shall
297 adjust those components of the Rates for the Non-Project Water Stored and/or Conveyed under
298 this Contract by deleting the costs associated with the activity being performed by COMB or its
299 successor.

300 (d) In the event the United States reassumes OM&R of any portion of the
301 Project Facilities from the Operating Non-Federal Entity, the Contracting Officer shall so notify
302 the Contractor, in writing, and shall revise the Rates on Exhibit B to include the costs associated
303 with the OM&R activities reassumed by the United States. The Contractor shall, thereafter, in
304 the absence of written notification from the Contracting Officer to the contrary, pay the Rates,
305 specified in the revised Exhibit B directly to the United States in compliance with Article 6 of
306 this Contract.

307 PAYMENTS AND ADJUSTMENTS

308 6. (a) At the time the Contractor submits a schedule, or any revision(s) thereof
309 pursuant to subdivision (d) of Article 3 of this Contract, the Contractor shall make an advance
310 payment to the United States equal to the total amount payable pursuant to the applicable Rates
311 shown on Exhibit B, revised each Year, for each acre-foot of Non-Project Water to be introduced
312 into the Project Facilities. Non-Project Water shall not be introduced into Project Facilities by
313 the Contractor prior to such payment being received by the United States.

314 (b) In the event the quantity of water delivered by the Operating Non-Federal
315 Entity to the Contractor’s South Coast Participants exceeds the quantity of Non-Project Water
316 authorized pursuant to subdivision (a) of Article 3 of this Contract, that additional amount of
317 water shall be deemed Project water delivered to the Contractor’s South Coast Participants, and
318 an equivalent quantity of water shall be deducted from the Contractor’s South Coast Participants
319 Project water supply available thereafter under that certain “Second Amendment to Contract
320 Between the United States and Santa Barbara County Water Agency for Water Service from
321 the Project,” designated Contract No. I75r-1802RB, with an effective date of September 29,
322 2023, as amended, and payment shall be made at the applicable rate identified on Exhibit A to
323 said contract. The provisions of this subdivision are not exclusive and shall not prohibit the
324 United States from exercising any other remedy, including the early termination of this Contract
325 pursuant to Article 2 of this Contract.

326 (c) The amount of any overpayment by the Contractor by reason of the
327 quantity of Non-Project Water introduced into the Project Facilities and Stored and/or Conveyed
328 pursuant to this Contract, as conclusively determined by the Contracting Officer, having been
329 less than the quantity which the Contractor otherwise under the provisions of this Contract would
330 have been required to pay for, shall be applied first to any accrued indebtedness arising out of
331 this Contract then due and owing to the United States by the Contractor. Any amount of such
332 overpayment then remaining shall be refunded to the Contractor: Provided, however, That no
333 refund shall be made by the United States to the Contractor for any quantity of Non-Project
334 Water deemed to be unused water donated to the United States for Project purposes pursuant to
335 subdivision (e) of Article 3 of this Contract.

336 (d) All payments made by the Contractor pursuant to subdivision (a) of this
337 Article 6 shall be covered into the Reclamation Fund pursuant to Section 3 of the Act of
338 February 21, 1911 (36 Stat. 925).

339 (e) The payment of the Rates set forth in this Article 6 for the use of Excess
340 Capacity are exclusive of OM&R costs to be paid directly to the Operating Non-Federal Entity
341 by the Contractor, and any additional charges that the Contractor may assess its water users. In
342 accordance with the Act of February 21, 1911 (36 Stat. 925), the Contractor may not impose on
343 its water users any charge for the use of Excess Capacity that exceeds the total amount paid to
344 the United States and to the Operating Non-Federal Entity: Provided, That the Contractor may
345 also charge its water users such additional amounts as are necessary to cover the Contractor's
346 reasonable administrative costs in contracting with the United States for the use of Excess
347 Capacity in the Project Facilities.

348 EXCESS CAPACITY

349 7. (a) The availability of Excess Capacity shall be determined solely by the
350 Contracting Officer. Nothing contained in this Contract shall limit or preclude the United States
351 from utilizing available capacity in the Project Facilities for the storage and conveyance of
352 Project Water pursuant to Federal law, Reclamation law or policy, and existing contract(s); or for
353 using Excess Capacity in the Project Facilities for the storage and conveyance of any other
354 supplies of Non-Project Water.

355 (b) The Contracting Officer and the Operating Non-Federal Entity shall not be
356 obligated to convey Non-Project Water during periods of maintenance or for other operating
357 requirements.

358 (c) If at any time the Contracting Officer determines that there will not be
359 Excess Capacity in the Project Facilities sufficient to allow the Non-Project Water to be
360 introduced into, Stored and/or Conveyed, and delivered in accordance with an approved schedule
361 submitted by the Contractor, the Contracting Officer shall so notify the Contractor in writing.
362 Within 24 hours of said notice, the Contractor shall revise its schedule accordingly.

363 (d) No provision of this Contract shall be construed in any way as a basis for
364 the Contractor to establish a priority to or a permanent right to the use of Excess Capacity in the
365 Project Facilities nor to set a precedent to obligate the United States to enter into contracts with
366 any other entities or individuals for the conveyance or storage of Non-Project Water.

367 RECEIPT AND DISTRIBUTION OF NON-PROJECT WATER SALE, TRANSFER, OR
368 EXCHANGE OF NON-PROJECT WATER

369 8. (a) The parties hereto acknowledge that this Contract does not grant any
370 permission or entitlement to the Contractor to extract and/or divert Non-Project Water from the
371 source(s) described on Exhibit C or to change the nature or place of use of its rights to said Non-
372 Project Water in any way. It is the responsibility of the Contractor to comply with all applicable
373 Federal, State, and local laws, rules and regulations, including, but not limited to, State water law
374 in relation to the Non-Project Water. It is expressly understood by the parties that the United
375 States is only providing Storage and Conveyance capacity for the Non-Project Water and neither
376 the Contracting Officer nor the ONFE claims any interest in the acquisition or use of the Non-
377 Project Water beyond the terms specifically set forth in this Contract.

378 (b) Neither the Contracting Officer, nor the ONFE, makes any representations
379 as to the accuracy of the description or of the validity of the Contractor's rights to the Non-
380 Project Water described in Exhibit C.

381 (c) No sale, transfer, or exchange of Non-Project Water conveyed under this
382 Contract may take place without the prior written approval of the Contracting Officer.

383 UNITED STATES NOT LIABLE

384 9. (a) The United States, its officers, agents and employees, including the
385 Operating Non-Federal Entity, shall not be responsible for the control, care, or distribution of the
386 Non-Project Water before it is introduced into or after it is delivered from the Project Facilities.
387 It is specifically understood by the parties hereto that the United States is only providing Storage
388 and/or Conveyance capacity for the Non-Project Water. The United States and the ONFE does
389 not claim any interest in the Non-Project Water beyond the terms specifically set forth in this
390 Contract.

391 (b) The Contractor shall indemnify and hold harmless the United States, its
392 officers, agents and employees, and the Operating Non-Federal Entity, from any loss or damage
393 and from any liability on account of personal injury, death, or property damage, or claims for
394 personal injury, death, or property damage, of any nature whatsoever arising out of any actions
395 or omissions of the Contractor, its directors, officers, agents, contractors, and employees, under
396 this Contract, including the manner or method in which the Non-Project Water identified on
397 Exhibit C is introduced into and delivered from the Project Facilities. The Contractor further
398 releases the United States, its officers, agents and employees, and the Operating Non-Federal
399 Entity, from every claim for injury to persons, death, or property damage, direct or indirect,
400 resulting from the Contracting Officer's determination of the quantity of Excess Capacity
401 available in the Project Facilities for the Storage and/or conveyance of the Contractor's Non-
402 Project Water, the determination that the Non-Project Water introduced into Project Facilities
403 must be terminated, and the elimination from Exhibit C of any source(s) of Non-Project Water.

404 Nothing contained in this Article shall be construed as an assumption of liability by the
405 Contractor with respect to such matters.

406 CHARGES FOR DELINQUENT PAYMENTS

407 10. (a) The Contractor shall be subject to interest, administrative, and penalty
408 charges on delinquent payments. If a payment is not received by the due date, the Contractor
409 shall pay an interest charge on the delinquent payment for each day the payment is delinquent
410 beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in
411 addition to the interest charge, an administrative charge to cover additional costs of billing and
412 processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor
413 shall pay, in addition to the interest and administrative charges, a penalty charge for each day the
414 payment is delinquent beyond the due date, based on the remaining balance of the payment due
415 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt
416 collection services associated with a delinquent payment.

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

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

424 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

425 11. (a) The obligation of the Contractor to pay the United States as provided in
426 this Contract is a general obligation of the Contractor notwithstanding the manner in which the
427 obligation may be distributed among the Contractor’s water users and notwithstanding the
428 default of individual water users in their obligation to the Contractor.

429 (b) The payment of charges becoming due pursuant to this Contract is a
430 condition precedent to receiving benefits under this Contract. The United States shall not make
431 Non-Project Water available to the Contractor through “Cachuma” project facilities during any
432 period in which the Contractor is in arrears in the advance payment of rates and charges due the
433 United States. The Contractor shall not deliver Non-Project Water under the terms and
434 conditions of this Contract for lands or parties that are in arrears in the advance payment of rates
435 and charges as levied or established by the Contractor.

436 NOTICES

437 12. Any notice, demand, or request authorized or required by this Contract shall be
438 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
439 delivered to Bureau of Reclamation, Area Manager, South-Central California Area Office, 1243
440 N Street, Fresno, California 93721, and on behalf of the United States, when mailed, postage

441 prepaid, or delivered to General Manager of the Contractor, 255 Industrial Way, Buellton,
442 California 93427. The designation of the addressee or the address may be changed by notice
443 given in the same manner as provided in this Article for other notices.

444 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

445 13. The expenditure or advance of any money or the performance of any obligation of
446 the United States under this Contract shall be contingent upon appropriation or allotment of
447 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
448 obligations under this Contract. No liability shall accrue to the United States in case funds are
449 not appropriated or allotted.

450 OFFICIALS NOT TO BENEFIT

451 14. No Member of or Delegate to the Congress, Resident Commissioner, or official of
452 the Contractor shall benefit from this Contract other than as a water user or landowner in the
453 same manner as other water users or landowners.

454 CHANGES IN CONTRACTOR'S ORGANIZATION

455 15. While this Contract is in effect, no change may be made in the Contractor's
456 organization, by inclusion or exclusion of lands or by any other changes which may affect the
457 respective rights, obligations, privileges, and duties of either the United States or the Contractor
458 under this Contract including, but not limited to, dissolution, consolidation, or merger, except
459 upon the Contracting Officer's written consent.

460 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

461 16. The provisions of this Contract shall apply to and bind the successors and assigns
462 of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein
463 by either party shall be valid until approved in writing by the other party.

464 BOOKS, RECORDS, AND REPORTS

465 17. (a) The Contractor shall establish and maintain accounts and other books and
466 records pertaining to administration of the terms and conditions of this Contract, including the
467 Contractor's financial transactions; water supply data; Project operation, maintenance, and
468 replacement logs; Project land and rights-of-way use agreements; the water users' land-use (crop
469 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting
470 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on
471 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws
472 and regulations, each party to this Contract shall have the right during office hours to examine
473 and make copies of the other party's books and records relating to matters covered by this
474 Contract.

475 RULES, REGULATIONS, AND DETERMINATIONS

476 18. (a) The parties agree that the delivery of water or the use of Federal facilities
477 pursuant to this Contract is subject to Federal reclamation law, as amended and supplemented,

478 and the rules and regulations promulgated by the Secretary of the Interior under Federal
479 reclamation law.

480 (b) The Contracting Officer shall have the right to make determinations
481 necessary to administer this Contract that are consistent with its expressed and implied
482 provisions, the laws of the United States and the State of California, and the rules and regulations
483 promulgated by the Secretary of the Interior. Such determinations shall be made in consultation
484 with the Contractor.

485 PROTECTION OF WATER AND AIR QUALITY

486 19. (a) The Contractor, without expense to the United States, will care for,
487 operate and maintain the transferred works in a manner that preserves the quality of the water at
488 the highest feasible level as determined by the Contracting Officer.

489 (b) The United States will care for, operate and maintain reserved works in a
490 manner that preserves the quality of the water at the highest feasible level as determined by the
491 Contracting Officer. The United States does not warrant the quality of the Non-Project Water
492 delivered to the Contractor and is under no obligation to furnish or construct water treatment
493 facilities to maintain or improve the quality of the Non-Project Water delivered to the
494 Contractor.

495 (c) The Contractor will comply with all applicable water and air pollution
496 laws and regulations of the United States and the State of California; and will obtain all required
497 permits or licenses from the appropriate Federal, State, or local authorities necessary for the
498 delivery of Non-Project Water by the Contractor; and will be responsible for compliance with all
499 Federal, State, and local water quality standards applicable to surface and subsurface drainage
500 and/or discharges generated through the use of Project Facilities or Contractor facilities or Non-
501 Project Water provided by the Contractor within the Contractor's Boundaries.

502 (d) This Article 19 will not affect or alter any legal obligations of the
503 Secretary to provide drainage or other discharge services.

504 (e) The Non-Project Water introduced into the Project Facilities shall be of
505 such quality, as determined solely by the Contracting Officer, as to not significantly degrade the
506 quality of the Project Water. If it is determined by the Contracting Officer that the quality of the
507 Non-Project Water from any source(s) identified in Exhibit C will significantly degrade the
508 quality of Project Water in or introduced into the Project Facilities, the Contractor shall, upon
509 receipt of a written notice from the Contracting Officer, arrange for the immediate termination of

510 the introduction of Non-Project Water from such sources(s) into the Project Facilities, and
511 Exhibit C shall be modified to delete such sources(s) of Non-Project Water.

512 (f) Exhibit D identifies the minimum water quality standards for monitoring
513 the quality of Non-Project Water introduced by the Contractor into Project Facilities. Exhibit D
514 identifies the laboratories approved by the Contracting Officer that are to be used for conducting
515 water quality analyses. The Contractor is responsible for sampling and analytical costs
516 associated with evaluating quality of the Non-Project Water. Non-Project Water introduced into
517 Project Facilities for purposes of water quality testing is considered Project water.

518 (g) At all times during the term of this Contract, the Contractor shall be in
519 compliance with the requirements of the then-current Quality Assurance Project Plan (Plan)
520 approved by the Contracting Officer to monitor Non-Project Water introduced into and conveyed
521 through the Project Facilities. The Plan describes the sample collection procedures, water testing
522 methods, and data review process, including quality control/quality assurance protocols, to verify
523 analytical results.

524 (h) The Contracting Officer reserves the right to require additional analyses to
525 ensure the Non-Project Water meets the Bureau of Reclamation’s water quality acceptance
526 criteria.

527 WATER CONSERVATION

528 20. (a) Prior to the delivery of water provided from or conveyed through federally
529 constructed or federally financed facilities pursuant to this Contract, the Contractor’s South
530 Coast Participants shall develop a water conservation plan, as required by subsection 210(b) of
531 the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and
532 Regulations).

533 (b) The parties hereto acknowledge and agree that pursuant to Contract No.
534 I75r-1802RB, “Second Amendment to Contract Between the United States and Santa
535 Barbara County Water Agency for Water Service from the Project,” with an effective date of

536 September 29, 2023, as amended, the Contractor’s South Coast Participants have implemented
537 an effective water conservation plan/program that has been approved by the Contracting Officer.
538 Said water conservation plan/program shall be deemed to meet the requirements of subdivision
539 (a) of this Article 21: Provided, That the Contractor, prior to execution of this Contract,
540 documents to the satisfaction of the Contracting Officer that the quantity of Non-Project Water to
541 be conveyed pursuant to this Contract has been included in its South Coast Participants approved
542 water conservation plan(s)/program(s) and that all Non-Project Water conveyed pursuant to this
543 Contract shall be subject to the same water conservation requirements as the Project Water under
544 Contract No. I75r-1802RB.

545 EQUAL EMPLOYMENT OPPORTUNITY

546 The following language is required by Executive Order No. 11246 of September 24, 1965, in all
547 government contracts unless and until it is superseded or amended.

548 21. During the performance of this Contract, the Contractor agrees as follows:

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

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

563 (c) The Contractor will not discharge or in any other manner discriminate
564 against any employee or applicant for employment because such employee or applicant has
565 inquired about, discussed, or disclosed the compensation of the employee or applicant or another
566 employee or applicant. This provision shall not apply to instances in which an employee who has
567 access to the compensation information of other employees or applicants as a part of such
568 employee’s essential job functions discloses the compensation of such other employees or

569 applicants to individuals who do not otherwise have access to such information, unless such
570 disclosure is in response to a formal complaint or charge, in furtherance of an investigation,
571 proceeding, hearing, or action, including an investigation conducted by the employer, or is
572 consistent with the Contractor's legal duty to furnish information.

573 (d) The Contractor will send to each labor union or representative of workers
574 with which it has a collective bargaining agreement or other contract or understanding, a notice,
575 to be provided by the Contracting Officer, advising the labor union or workers' representative of
576 the Contractor's commitments under Section 202 of Executive Order No. 11246 of September
577 24, 1965, and shall post copies of the notice in conspicuous places available to employees and
578 applicants for employment.

579 (e) The Contractor will comply with all provisions of Executive Order No.
580 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of
581 Labor.

582 (f) The Contractor will furnish all information and reports required by
583 Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of
584 the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and
585 accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to
586 ascertain compliance with such rules, regulations, and orders.

587 (g) In the event of the Contractor's noncompliance with the nondiscrimination
588 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be
589 canceled, terminated or suspended in whole or in part and the Contractor may be declared
590 ineligible for further Government contracts in accordance with procedures authorized in
591 Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and
592 remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule,
593 regulation, or order of the Secretary of Labor, or as otherwise provided by law.

594 (h) The Contractor will include the provisions of paragraphs (a) through (h) in
595 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
596 Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September
597 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The
598 Contractor will take such action with respect to any subcontract or purchase order as may be
599 directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions
600 for noncompliance: *Provided, however,* that in the event the Contractor becomes involved in, or
601 is threatened with, litigation with a subcontractor or vendor as a result of such direction, the
602 Contractor may request the United States to enter into such litigation to protect the interests of
603 the United States.

604 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

605 22. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
606 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
607 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,
608 Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub.

609 L. 101-336; 42 U.S.C. § 12131, et seq.) and any other applicable civil rights laws, and with the
610 applicable implementing regulations and any guidelines imposed by the U.S. Department of the
611 Interior and/or Bureau of Reclamation.

612 (b) These statutes prohibit any person in the United States from being
613 excluded from participation in, being denied the benefits of, or being otherwise subjected to
614 discrimination under any program or activity receiving financial assistance from the Bureau of
615 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this
616 Contract, the Contractor agrees to immediately take any measures necessary to implement this
617 obligation, including permitting officials of the United States to inspect premises, programs, and
618 documents.

619 (c) The Contractor makes this agreement in consideration of and for the
620 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
621 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of
622 Reclamation, including installment payments after such date on account of arrangements for
623 Federal financial assistance which were approved before such date. The Contractor recognizes
624 and agrees that such Federal assistance will be extended in reliance on the representations and
625 agreements made in this Article and that the United States reserves the right to seek judicial
626 enforcement thereof.

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

629 CERTIFICATION OF NONSEGREGATED FACILITIES

630 23. The Contractor hereby certifies that it does not maintain or provide for its
631 employees any segregated facilities at any of its establishments and that it does not permit its
632 employees to perform their services at any location under its control where segregated facilities
633 are maintained. It certifies further that it will not maintain or provide for its employees any
634 segregated facilities at any of its establishments and that it will not permit its employees to
635 perform their services at any location under its control where segregated facilities are
636 maintained. The Contractor agrees that a breach of this certification is a violation of the Equal
637 Employment Opportunity clause in this Contract. As used in this certification, the term
638 "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,
639 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,
640 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
641 facilities provided for employees which are segregated by explicit directive or are in fact
642 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,
643 disability, or otherwise. The Contractor further agrees that (except where it has obtained
644 identical certifications from proposed subcontractors for specific time periods) it will obtain
645 identical certifications from proposed subcontractors prior to the award of subcontracts
646 exceeding \$10,000 which are not exempt from the provisions of the Equal Employment
647 Opportunity clause; that it will retain such certifications in its files; and that it will forward the
648 following notice to such proposed subcontractors (except where the proposed subcontractors
649 have submitted identical certifications for specific time periods):

650 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
651 CERTIFICATIONS OF NONSEGREGATED FACILITIES

652 A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract
653 exceeding \$10,000 which is not exempt from the provisions of the Equal Employment
654 Opportunity clause. The certification may be submitted either for each subcontract or for all
655 subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for
656 making false statements in offers is prescribed in 18 U.S.C. § 1001.

657 MEDIUM FOR TRANSMITTING PAYMENTS

658 24. (a) All payments from the Contractor to the United States under this Contract
659 shall be by the medium requested by the United States on or before the date payment is due. The
660 required method of payment may include checks, wire transfers, or other types of payment
661 specified by the United States.

662 (b) Upon execution of this Contract, the Contractor shall furnish the
663 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose
664 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising
665 out of the Contractor's relationship with the United States.

666 CONTRACT DRAFTING CONSIDERATIONS

667 25. This Contract has been negotiated and reviewed by the parties hereto, each of
668 whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles
669 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party
670 shall be considered to have drafted the stated articles. Single-spaced articles are standard articles
671 pursuant to Reclamation policy.

672 INCORPORATION OF EXHIBITS

673 26. Exhibits A through D are attached hereto and incorporated herein by reference.

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

676 UNITED STATES OF AMERICA

677 By: _____
678 Michael P. Jackson, Area Manager
679 South-Central California Area Office
680 California-Great Basin Region
681 Bureau of Reclamation

682 CENTRAL COAST WATER AUTHORITY
683 (SEAL)

684 By: _____
685 President of the Board of Directors
686 Attest:

687 By: _____
688 Secretary of the Board of Directors

Temporary Warren Act Contract – Year 2024-2027
M&I Only
Contract No. 24-WC-20-XXXX

EXHIBIT A

CONTRACTOR'S BOUNDARY MAP

This is a placeholder page. The Contractor's Boundary Map is to be designated as Exhibit A and appended to the contract.

EXHIBIT B
CENTRAL COAST WATER AUTHORITY
WATER YEAR 2024
STORAGE AND CONVEYANCE RATES
(PER ACRE-FOOT)

O&M Cost Component	Water
Water Marketing	\$23.57
Storage	\$52.96
XO&M	\$0.00
Conveyance	\$0.00
O&M Sub-Total	\$76.53
Capital Component	\$0.00
Deficit Rate	\$0.00
Total Water Rate:	\$76.53

EXPLANATORY NOTES

***Used the original cost to develop Cachuma Warren Act Rate. XM/Replacement component on Storage Cost pool may be charged, if applicable.**

****For Conveyance, XM/Replacement costs would be recovered thru COMB.**

EXHIBIT C

SOURCE(S) OF CONTRACTOR’S NON-PROJECT WATER CENTRAL COAST WATER AUTHORITY

SOURCE: “Non-Project Water” means water not appropriated by the United States for the Project which is acquired by or available to the Contractor from or through the State Water Project from the following sources:

State Water Project water acquired by or available to the Contractor from the State Water Project, including but not limited to State Water Project water previously stored in a surface water reservoir or groundwater bank; and water from sources other than the State Water Project, including but not limited to the Sacramento River watershed and the San Joaquin-Sacramento Delta, acquired by or available to the Contractor and conveyed to the Contractor through the State Water Project, which conveyance requires the approval of DWR pursuant to the Water Supply Contract.

POINTS OF INTRODUCTION AND DELIVERY: Non-Project water introduced into Lake Cachuma shall be measured and recorded at the Santa Ynez Pumping Plant. Non-Project water diverted from Lake Cachuma shall be measured and recorded at the Tecolote Tunnel and conveyed through the South Coast Conduit for delivery to the South Coast Member Units.

EXHIBIT D

WATER QUALITY STANDARDS

CCWA monitors water quality within its facilities. Prior to its introduction into Lake Cachuma, CCWA water is treated in CCWA's Polonio Pass Water Treatment Plant in San Luis Obispo County to applicable drinking water standards. This treatment process includes adding chloramine (a mix of chlorine and ammonia) to the water. From the Polonio Pass Water Treatment Plant, CCWA's water is conveyed to the Santa Ynez Pumping Facility where it is treated with sodium bisulfite to remove the chloramine before the water is conveyed to Bradbury Dam for introduction into Cachuma Project facilities.

Built-in safety systems at the Santa Ynez Pumping Facility automatically shut off the pumps if a chlorine concentration ≥ 0.05 mg/L is detected, or if residual sodium bisulfite concentrations drop to 0.1 mg/L or rise above 1 mg/L. Slightly more sodium bisulfite is added to the water than needed to completely neutralize the chlorine, which results in a small amount of unreacted sodium bisulfite left in the water (i.e. >0.1 mg/L and ≤ 1 mg/L). Based on the chemistry of the chemical reaction between sodium bisulfite and chloramine, as long as there is a detectable sodium bisulfite concentration in the water there is no free chlorine left in the water (i.e., chlorine residual is 0 mg/L).

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

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

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Temporary Warren Act Contract – Year

~~2022~~2024-2027

M&I Only

Exhibit C ~~—~~— Source(s) of Contractor's Non-Project Water
Exhibit D – Water Quality Standards

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

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

1 THIS CONTRACT, made this _____ day of _____, ~~2022~~2024, pursuant to

2 ~~pursuant to~~ the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary
3 thereto,

3 ~~supplementary thereto~~, including the Act of February 21, 1911 (36 Stat. 925), and Section 305 of
4 the Reclamation

4 ~~the Reclamation~~-States Emergency Drought Relief Act of 1991, enacted March 5, 1992 §
(106 Stat. 59), all

5 collectively hereinafter referred to as the Federal Reclamation laws, between the UNITED

6 ~~the UNITED~~-STATES OF AMERICA, hereinafter referred to as the United States, represented by
7 the officer

7 ~~by the officer~~ executing this Contract, hereinafter referred to as the Contracting Officer, and the
8 CENTRAL

8 ~~CENTRAL~~-COAST WATER AUTHORITY, hereinafter referred to as the Contractor;

9 WITNESSETH, That:

10 EXPLANATORY RECITALS

11 [1st] WHEREAS, the United States has constructed and is operating the Cachuma

12 Project (Project), California, for diversion, storage, carriage, and distribution of waters of the

13 Santa Ynez River and its tributaries for irrigation, municipal, domestic, , and industrial uses; and

14 ~~11~~ [14 ~~11~~ [2nd] WHEREAS, on September 12, 1949, the United States and the Santa
15 Barbara

1215 ~~Barbara~~ County Water Agency, hereinafter referred to as the Agency, entered into Contract No. I75r-

1316 ~~I75r-1802~~1802, which was renewed by Contract No. I75r-1802R dated April 14, 1996, and amended by

~~14~~¹⁷ by Contract No. ~~175r~~^{175r}-1802RA dated September 28, 2020, ~~pursuant to which water from the~~
~~and Contract No. 175r-1802RB dated~~

~~18~~ ~~15~~ ~~Caehuma~~¹⁵ ~~September 29, 2023,~~ ~~pursuant to which water from the~~ Project is furnished to
Carpinteria Valley

~~19~~ Water District, the City of Santa Barbara, ~~16~~ Goleta Water District, Montecito Water District,
and

~~20~~ Santa Ynez River Water Conservation

~~17~~ District Improvement District No. 1, hereinafter

~~21~~ collectively referred to as the Member Units;~~18~~ and

~~19~~~~22~~ [~~2nd~~~~3rd~~] WHEREAS, on July 6, 1995, the Contractor and the Cachuma Project Authority,

~~20~~~~23~~ Authority, currently known as Cachuma Operations Maintenance Board (COMB), a joint exercise of

~~21~~~~24~~ ~~exercise of~~ powers authority comprised of the Member Units, and the United States entered into a Memorandum of

~~22~~~~25~~ Memorandum of Understanding (MOU) for the creation of a trust fund dedicated to developing and supporting

~~23~~~~26~~ and supporting water management programs and projects beneficial to the ~~Cachuma~~-Project ~~with the expectation, in conjunction~~

~~24~~ that the ~~United States would become a party to such MOU in conjunction with entering into a~~

~~25~~~~27~~ with entering into a contract permitting the Contractor's use of the ~~Cachuma~~-Project for the Storage and/or

~~26~~~~28~~ Conveyance of Non-Project Water; and

~~27~~~~29~~ [~~3rd~~~~4th~~] WHEREAS, on July 25, 1995, the United States and the Contractor entered into

~~28~~~~30~~ ~~entered into~~ Contract No. 5-07-20-W1282, to Store and/or Convey through ~~facilities of~~ the Project a supply of Non-

~~29~~~~31~~ ~~Cachuma~~-Project ~~a supply of Non-Project~~ Water for municipal and industrial uses; and

~~30~~~~32~~ [~~4th~~~~5th~~] WHEREAS, on June 2, 1997, the United States and the Contractor entered into an

~~31~~~~33~~ ~~into an~~ amendment to Contract No. 5-07-20-W1282 for the purpose of ~~changing~~adjusting the definition of

~~32~~~~34~~ "Year" in Contract No. 5-07-20-W1282; ~~and~~ from March 15 to March 14, to March 1 through last day

~~35~~ of February; and

~~36~~ [~~6th~~] WHEREAS, on June 21, 2022, the United States and the Contractor entered into

~~37~~ Contract No. 22-WC-20-5954 to Store and/or Convey through the Project a supply of Non-

~~38~~ Project Water for municipal and industrial uses; and

~~33~~39 [~~5th~~7th] WHEREAS, Contractor asserts rights in a long-term contract with the California

~~34~~40 ~~California~~ Department of Water Resources, dated February 26, 1963, for the delivery of water from and/or

~~35~~41 ~~from and/or~~ through the State Water Project (SWP) to the County of Santa Barbara; ~~and~~. This SWP contract

42 water is the source of Non-Project Water under this Contract and is foreign to, and imported into,

43 the Santa Ynez River. Therefore, without this Contract, the SWP contract water would not

44 otherwise inure to the Project; and

~~36~~45 [~~6th~~8th] WHEREAS, Contractor holds contracts with public water providers, including the

~~37~~46 ~~including the~~ Member Units and parties collectively referred to as the Contractor Participants for the delivery

~~38~~47 ~~the delivery~~ of water from and/or through State Water Project to each of the Contractor ~~39~~ Participants; and

~~40~~48 [7th~~9~~9th] WHEREAS, pursuant to the above-referenced contracts, the Contractor is
~~41~~49 independently obligated to deliver water to Lake Cachuma for Carpinteria Valley Water District,
~~the City of~~
~~42~~50 the City of Santa Barbara, Goleta Water District, Montecito Water District, and other Contractor
~~43~~51 Participants, hereinafter collectively referred to as the South Coast Participants; ~~and~~. This
Contract
~~52~~ will facilitate Contractor's independent obligations under those contracts; and

~~44~~53 [8th~~10~~10th] WHEREAS, pursuant to Contract No. 5-07-20-W1282, ~~the Contractor has~~ and
Contract No. 22-WC-

~~45~~54 20-5954, the Contractor has Stored and/or Conveyed Non-Project Water in and/or through the
~~55~~ Project since 1997; and

~~46~~56 [9th~~11~~11th] WHEREAS, pursuant to amended Contract No.
~~14-06-200-5222R~~14-06-200-5222RB, and as

~~47~~57 amended, the United States transferred responsibility for the operation and maintenance (O&M)
~~48~~58 of a portion of the Project Facilities and the costs of such O&M to the designated Operating
~~49~~59 Non-Federal Entity; and

~~50~~60 [~~10th~~12th] WHEREAS, the Contractor has a continuing need for the Storage and/or

~~51~~61 Conveyance of Non-Project Water from and/or through the Project to the extent ~~that~~
~~Excess~~allowed by law

~~52~~62 and that Excess Capacity is available in Project Facilities; and

~~53~~ [~~11th~~] WHEREAS, ~~Contract No. 5-07-20-W1282 expires in June 2022, but~~

~~54~~ "Year" ~~under that contract and this Contract is defined as the period from and including October~~

~~55~~ ~~1st of the Calendar Year through September 30th of the following Calendar Year. Therefore, this~~

~~56~~ ~~Contract includes accounting provisions that apply to only the 2021-2022 Contract Year, to~~

~~57~~ ~~adjust for the difference in contract expiration and contract year.~~

~~58~~63 [~~12th~~13th] WHEREAS, the United States is willing to ~~Store~~store and ~~/or Convey~~ convey
said ~~Non-Non-Project~~

~~59~~64 ~~Project~~ Water through Excess Capacity in said Project Facilities in accordance with law and the
terms

~~60~~65 and conditions hereinafter stated; and

~~61~~66 [~~13th~~14th] WHEREAS, it is ~~not~~ the intention of the parties that this Contract will result in t
no

~~62~~67 change to the quantity of water diverted by the United States from the Santa Ynez River; for the
~~point of diversion, the~~

~~63~~68 Project (Project water), the point of diversion, the quantities of the Project water made available

69 to water purveyors who receive Project water or~~64~~ the rights and responsibilities of the Member

70 Units concerning operation and maintenance; and

~~65~~71 [~~14th~~15th] WHEREAS, the environmental compliance requirements for the execution of
this

~~66~~72 ~~of this~~ Contract have been met by Environmental Assessment CGB-EA-2022-023, entitled
“Central

~~67~~73 ~~“Central~~ Coast Water Authority Temporary Warren Act Contract,” which resulted in a Finding of
No

~~68~~74 ~~of No~~ Significant Impact, dated ~~mm/dei~~fy June 14, 2022.

~~69~~75 NOW, THEREFORE, in consideration of the covenants herein contained, the parties

~~70~~76 ~~parties~~ agree as follows:

~~71~~77

DEFINITIONS

~~72~~78 1. When used herein unless otherwise distinctly expressed, or manifestly

~~73~~79 incompatible with the intent of the parties as expressed in this Contract, the term:

~~74~~80 (a) “Calendar Year” shall mean the period January 1 through December 31,

~~75~~81 both dates inclusive;

~~76~~82 (b) “Contracting Officer” shall mean the Secretary of the Interior’s duly
~~77~~83 authorized representative acting pursuant to this Contract or applicable Reclamation law or
~~78~~84 regulation;

~~79~~85 (c) “Contractor’s Boundaries” shall mean the geographic area within which
~~80~~86 the Contractor is authorized to serve Non-Project Water as set forth on Exhibit “A”, which may
be
~~81~~87 modified in accordance with Article ~~24~~16, without amendment of this Contract;

~~82~~88 (d) “Conveyance or Convey” shall mean the transportation of Non-Project
~~83~~89 water through any or all of the following: (i) Lake Cachuma, if the water is released from Lake
~~84~~90 Cachuma within 30 days of its introduction, or (ii) other Project facilities;

~~85~~91 (e) “CCWA Participants” shall mean water providers and water users in Santa
~~86~~92 Barbara County that contract with CCWA for the delivery of SWP contract, imported water;
~~93~~ from CCWA;

~~87~~94 (f) “CCWA’s South Coast Participants” shall mean Carpinteria Valley Water
~~88~~95 District, City of Santa Barbara, Goleta Water District, Montecito Water District, La Cumbre
~~89~~96 Mutual Water Company, Morehart Land Co. and Raytheon Systems Co.;

~~90~~97 (g) “Excess Capacity” shall mean ~~excess capacity, diversion, Storage, in the~~
Project Facilities in excess

~~91 Conveyance, or pumping capacity in Project Facilities that is not needed to meet Reclamation's~~
~~92 obligations for~~98 of that needed to meet the Project’s authorized ~~Project~~ purposes, as determined
solely by the Contracting ~~Officer;~~

~~99~~ Officer, which may be made available to store, convey, and deliver Non-Project Water;

~~93~~100 (h) “Member Units” shall mean Carpinteria Valley Water District, City of
~~94~~101 Santa Barbara, Goleta, Water District, Montecito Water District and Santa Ynez River Water
~~95~~102 Conservation District Improvement District No. 1;

~~103~~ (i) “Municipal and Industrial (M&I) Water” shall mean Non-Project Water
~~104 used for municipal, industrial, and miscellaneous other purposes not falling under the definition~~
~~105 of “Irrigation Water” or within another category of water use under an applicable Federal~~
~~106 authority;~~

~~96~~107 (j) “Non-Project Water” shall mean water ~~not appropriated by~~ acquired by or
available to the United

~~97 States for the Project which is acquired by or available to the Contractor from or through the~~
~~98~~108 State Water Project Contractor from the ~~sources~~ source(s) identified in Exhibit "C" ~~and from other~~
~~sources as may be~~ that has not been appropriated or acquired

~~99 approved by the Contracting Officer, all of which shall be treated to California drinking water~~
~~100 quality standards at Contractor's Polonio Pass Water Treatment Facility, which is located in~~
~~101 northeastern San Luis Obispo County~~109 by the United States;

~~102~~110 (k) “Operating Non-Federal Entity” ~~or~~ shall mean the Cachuma Operations
~~Maintenance~~

111 Maintenance Board or COMB, its successors or assigns, a non-Federal entity that has the

~~103 Board" or "COMB" shall mean the non-Federal entity that has the~~ 112 obligation pursuant to
a~~104~~ separate agreement with the United States to operate and maintain all or

113 a portion of the Project~~105~~ Facilities, and which may have funding obligations with respect thereto;

~~106~~114 (k) "Project" shall mean the Cachuma Project including but not limited to

~~107~~115 Bradbury Dam, Lake Cachuma (Lake), Tecolote Tunnel (Tunnel), Lauro Reservoir, and the

~~108~~116 South Coast Conduit (Conduit) facilities ~~constructed~~, owned by the United States and managed by the

~~109~~117 Department of the Interior, Bureau of Reclamation;

~~110~~118 (~~1~~m) “Project Facilities” shall mean the associated facilities, constructed as features of the Cachuma Project;

~~112~~120 (~~m~~n) “Project Water” shall mean all water that is developed, diverted, stored, or delivered by the Secretary in accordance with the statutes authorizing the Project and in accordance with the terms and conditions of water rights acquired pursuant to California law;

~~115~~123 (~~n~~o) “Rates” shall mean the amount to be paid to the United States by the Contractor, as set forth in Exhibit ~~"B"~~, for the use of Excess Capacity in the Project Facilities made

~~117~~ ~~made~~-125 available pursuant to this Contract;

~~118~~126 (~~o~~p) “Secretary” shall mean the Secretary of the Interior, a duly appointed successor, or an authorized representative acting pursuant to any authority of the Secretary and

~~120~~128 through any agency of the Department of the Interior; and

~~121~~129 (pg) “South Coast Member Units” shall mean Carpinteria Valley Water

~~122~~130 District, City of Santa Barbara, Goleta Water District and Montecito Water District;

~~123~~131 (gr) “Spill” shall mean an event during which (i) the Lake surface is above the

132 ~~124~~ Maximum Conservation Storage Pool Elevation and releases are being made through the

133 ~~125~~ spillway, or (ii) releases are being made ~~through the outlet works valves to maintain~~

134 ~~the Lake~~ to avoid damage to Project facilities or to downstream

life and/or property.

~~126~~ ~~surface at the~~ 135 (s) “Maximum Conservation Storage Pool Elevation-
”~~Maximum Conservation~~ is the elevation above

~~127~~ ~~Storage Pool Elevation" is the elevation above~~ 136 which water may not be stored for the purpose of

~~128~~ conservation under applicable law, regulation,

137 or operating criteria and procedures. As of the ~~129~~ effective date of this Contract, the Maximum

138 Conservation Storage Pool Elevation is 750.0 feet ~~130~~ above Mean Sea Level;

~~131~~139 (rt) "Storage or Store" shall mean the retention of Non-Project Water in the
~~132~~140 Lake Cachuma for a period in excess of 30 days;

~~133~~141 (su) "Year" shall mean the period from and including ~~October 1st~~March 1 of the
~~Calendar~~
~~134~~142 ~~Calendar~~-Year through ~~September 30th~~the last day of February of the following Calendar
Year.

~~135~~143 TERM OF CONTRACT

~~136~~144 2. This Contract shall become effective on the date hereinabove written and shall
~~137~~145 remain in effect through ~~September 30~~June 14, 2024~~2027~~: Provided, That upon written
notice to the Contractor,

~~138~~146 ~~Contractor~~, this Contract may be terminated by the Contracting Officer at an earlier date,
if the Contracting

~~139~~ ~~Contracting~~ ~~147~~ Officer determines that the Contractor has not been complying with one or
more terms or

~~140~~ ~~terms or~~ ~~148~~ conditions of this Contract.

~~141~~149 INTRODUCTION, STORAGE, CONVEYANCE, AND DELIVERY OF NON-PROJECT
~~142~~150 WATER

~~143~~151 3. (a) During the term of this Contract, the Contractor may introduce, and Store
~~144~~152 ~~and/or Convey~~ up to 13,750 acre-feet each Year of Non-Project Water, ~~as~~ from the
source(s) identified in Exhibit C

~~145~~ ~~"C", into the Project Facilities at Lake Cachuma. In addition, Contractor may Store and/or~~

~~146~~ ~~Convey Non-Project Water introduced into the Project Facilities pursuant to Contract No. 5-07-~~

~~147~~ ~~20-W1282 for Year 2021-2022 only, and further may introduce, Store and/or Convey Non-~~

~~148~~ ~~Project Water up to 10,000 acre-feet for the period commencing with the effective date of this~~

~~149~~ ~~Contract and continuing through September 30, 2022. Provided, however, that the total quantity~~

~~150~~ ~~of water introduced, Stored and/or Conveyed for the Year commencing on October 1, 2021 and~~

~~151~~ ~~ending on September 30, 2022, shall not exceed 13,750 acre-feet. In addition, the Contractor~~

~~152~~ ~~may have the right to introduce and store additional Non-Project Water to the extent the~~

153 Contractor determines that it has the need for such services and to the extent the Contracting

153 into the Project Facilities at Lake Cachuma. Contractor may also carryover Non-Project Water

154 ~~Officer determines that the necessary Excess Capacity is available~~ from the previous Year
introduced during the term of this Contract. The United States, ~~acting by~~ or the

155 ~~or through the designated Operating Non-Federal Entity, shall Store and/or Convey Non-Project~~

156 155 designated Operating Non-Federal Entity shall convey Non-Project Water through Excess

156 Capacity in the Project Facilities from said point(s) of introduction for delivery to the

157 ~~delivery to the~~ Contractor's South Coast Participants at the Tecolote Tunnel or other location(s)
mutually agreed

158 ~~agreed to~~ in writing by the ~~United States~~ Contracting Officer, acting by or through its agent the
designated Operating

159 Non-Federal Entity, and the Contractor, acting by or through the Contractor's South Coast

160 Participants, in accordance with an approved schedule submitted by the Contractor pursuant to

161 subdivision (d) of this Article: Provided, That the quantity of Non-Project Water to be Stored

162 and/or Conveyed on behalf of the Contractor's South Coast Participants in/through Project

163 Facilities shall not exceed the quantity of Non-Project Water previously introduced into the

164 Project Facilities by the Contractor at said point(s) of introduction, less 5% percent for

165 conveyance losses.

165166 (a-~~1b~~) In the event the quantity of water ~~introduced by Contractor under this~~ taken
by the Contractor's South Coast

166 ~~Contract~~ 167 Participants exceeds the quantity of Non-Project water ~~authorized~~ introduced by
the Contractor pursuant to ~~subdivision (a) of this~~

168 subdivision (a) of this Article, the Contractor in coordination with its South Coast Participants

167 ~~Article, the Operating Non-Federal Entity~~ 169 shall immediately take all reasonable actions to
make

168 available a like amount of water, plus

170 conveyance loss, into the Project Facilities for use by the ~~169~~ United States for Project
purposes. The

171 provisions of this subdivision are not exclusive and shall ~~170~~ not prohibit the United
States from

172 exercising any other remedy under existing law, including the early termination of this Contract

~~171 but not limited to the early termination of this Contract~~ 173 pursuant to Article 2 of this Contract.

~~172~~174 (b) Exhibit "~~C~~" may be modified or replaced by mutual agreement of the

~~173~~175 Contractor and the Contracting Officer to reflect changes to the source(s) of Non-Project water
~~without~~

~~174~~ 176 without amendment of this Contract: Provided, however, That no such modification or ~~replacement shall~~

~~175~~ ~~be approved by the Contracting Officer absent the completion of all appropriate environmental~~

177 replacement shall be approved by the Contracting Officer absent the completion of all

~~176~~ 178 appropriate environmental documentation, including but not limited to documents prepared

179 pursuant to the National

~~177~~ Environmental Policy Act of 1969 (NEPA) and the Endangered Species

~~180~~ Act of 1973 (ESA), as ~~178~~ amended.

~~179~~~~181~~ (~~ed~~) All Non-Project Water Stored and/or Conveyed and delivered to the

~~180~~~~182~~ Contractor's South Coast Participants pursuant to this Contract shall be used for Municipal and

~~181~~~~183~~ Industrial purposes.

~~182~~~~184~~ (~~de~~) Prior to the introduction of Non-Project Water into the Project Facilities,

~~183~~~~185~~ the Contractor shall submit a schedule to the Contracting Officer and the designated Operating

~~184~~~~186~~ Non-Federal Entity showing the quantities of Non-Project Water to be introduced into the

~~185~~~~187~~ Project Facilities, Provided That the desired time or times for delivery of said Non-Project Water

~~186~~~~188~~ will be scheduled by the Contractor's South Coast Participants with the Operating Non-Federal

~~187~~~~189~~ Entity: Provided further, That the Contractor's South Coast Participants are not required to

~~188~~~~190~~ initially schedule delivery of the maximum quantity of Non-Project Water for which the

~~189~~~~191~~ Contractor desires Storage and/or Conveyance during the term of this Contract.

~~Contractor's~~~~The initial~~

~~190~~~~192~~ schedule ~~for introduction of Non-Project Water,~~ and any revision(s) thereof, shall be in a form

~~191~~ acceptable to the Contracting Officer and ~~shall be submitted at such times and in such manner as~~

~~192~~ ~~193~~ shall be submitted at such times and in such manner as determined by the Contracting Officer.

~~194~~ The Contractor shall not introduce Non-Project Water ~~193~~ into the Project Facilities unless and until ~~the schedule and any revision(s) thereof have been~~

~~194~~ ~~195~~ the schedule and any revision(s) thereof have been approved by the Contracting Officer.

~~195~~~~196~~ (~~ef~~) All Non-Project Water remaining in the Project Facilities upon expiration

~~196~~~~197~~ or termination of this Contract shall be deemed to be unused water donated to the United States

~~197~~198 for Project purposes. Further, all Non-Project Water introduced by Contractor into the Project

~~198~~ ~~Facilities and made available for delivery to the Contractor's South Coast Participants from the~~

199 Facilities and made available for delivery to the Contractor's South Coast Participants from the

~~199~~200 Project Facilities and not accepted by the Contractor's South Coast Participants shall be deemed

~~200~~201 to be unused water donated to the United States for Project purposes.

~~201~~202 (f) If Spill occurs from the Lake, the first water Spilled shall be deemed to be

~~202~~203 the Non-Project Water then in the Lake. No Non-Project Water shall be introduced into the Lake

~~203~~204 during a Spill: Provided, That the Contracting Officer will, to the extent possible, inform the

~~204~~205 Contractor by written notice, or otherwise, of any impending Spill from the Lake: and Provided

~~205~~206 further, That to the extent Non-Project Water is enroute to and/or Stored in the Lake, when the

~~206~~207 Contractor has been so informed, such Non-Project Water shall, at the Contractor's South Coast

~~207~~208 Participants' request, be released into the Tunnel or into the Santa Ynez River, to the extent the

~~208~~209 United States is able to do so as conclusively determined by the Contracting Officer.

~~209~~ (g) ~~The quantity of Non-Project Water shall be subject to seepage and/or~~

~~210~~ ~~evaporation loss when Stored in the Lake. The quantity of water which seeps or evaporates from~~

~~211~~ ~~the Lake shall be determined by the Contracting Officer in coordination with the Operating Non-~~

~~212~~ ~~Federal Entity and prorated between the Non-Project Water and Project water on a monthly~~

~~213~~ ~~basis.~~

~~214~~ (h) ~~The Contracting Officer shall permit the Contractor to utilize Excess~~

~~215~~ ~~Capacity to Store and/or Convey Non-Project Water each Year prior to permitting such use by~~

~~216~~ ~~any other individual, agency or entity, excepting use of Excess Capacity by a Member Unit (or~~

~~217~~ ~~successor) pursuant to an agreement between the United States and that Member Unit, which use~~

~~218~~ ~~shall be considered to be of equal priority with a use of Excess Capacity by the Contractor.~~

~~219~~210

(ih) Unless otherwise agreed to in writing by the Contracting Officer, the Non-

~~220~~211

Coast

Project Water shall be introduced into the Lake and delivered to the Contractor's South

~~221~~212

are

Participants through existing Project Facilities. If temporary inflow or delivery facilities

222213 required to effectuate the introduction of Non-Project Water into the Project Facilities or
the

223214 delivery of the Non-Project Water to the Contractor's South Coast Participants from the
Project

224215 Facilities, the Contractor shall, at its own cost and expense obtain all appropriate
environmental

225216 documents, necessary rights-of-way for such facilities, including the appropriate right
of-use

226217 agreement(s) or other authorizations issued by the United States for any such facilities
located on

227218 right-of-way for existing Project Facilities. The Contractor, at its own cost and expense,
shall be

228219 responsible for providing, installing, operating, maintaining, repairing, replacing, and
removing

229220 said inflow and delivery facilities. The Contractor hereby grants to the Contracting
Officer and

~~230~~221 the Operating Non-Federal Entity access, for the ~~purposes~~purpose of this Contract, to all temporary

~~231~~222 inflow and delivery facilities installed by the Contractor.

~~232~~223 (j) The introduction of Non-Project Water into the Project Facilities by the

~~233~~224 Contractor shall be conditioned upon compliance by the Contractor with the environmental

~~234~~225 measures described in the environmental documentation prepared in connection with the

~~235~~226 execution of this Contract and with the terms of the applicable operations procedures approved

~~236~~227 by the Contracting Officer.

~~237~~228 MEASUREMENT OF NON-PROJECT WATER

~~238~~229 4. (a) The quantity of Non-Project Water shall be measured and recorded prior

~~239~~230 to the point(s) of introduction into the Lake and at the point ~~of diversion~~(s) of delivery from the Lake as ~~provided~~

~~240~~231 provided in this ~~article~~Article.

~~241~~232 (b) The Non-Project Water introduced into the Lake shall be measured and

~~242~~233 recorded at the Santa Ynez Pumping Plant by the Contractor with devices approved by the

~~243~~234 Contracting Officer. The Contractor shall examine, test and service the measuring and recording

~~244~~235 devices. Upon the written request of either party or at least once a Calendar Year, the Contractor

[245236](#) and the Contracting Officer shall investigate the accuracy of the measuring and recording
[246237](#) devices required by this Contract and the Contractor shall promptly correct any errors in
[247238](#) measurement or recording disclosed by such investigation. If such device is found to be
[248239](#) defective or inaccurate, it shall be adjusted, repaired, or replaced without expense to the
United
[249240](#) States. In the event the Contractor neglects or fails to make such repairs or replacements
within
[250241](#) a reasonable time and to the reasonable satisfaction of the Contracting Officer, the
Contracting
[251242](#) Officer shall determine the appropriate measurements to be used to implement this
Contract
[252243](#) pending the Contractor's completion of the necessary repairs or replacements.

[244](#) (c) The Contractor shall maintain accurate records of the quantity of Non-
[245](#) Project Water, expressed in acre-feet, introduced into and delivered from Project Facilities at
[246](#) said authorized point(s) of introduction and delivery and shall provide such records to the
[247](#) Contracting Officer and the Operating Non-Federal Entity at such times and in such manner as
[248](#) determined by the Contracting Officer.

[253249](#) (ed) The Non-Project water delivered from the Lake to the South Coast
[254250](#) Participants shall be measured and recorded at the Tunnel. The South Coast Participants
[255251](#) currently provide for measurement and recordation of water delivered by or through a
portion of
[256252](#) the Project Facilities including the Tunnel, and are responsible for the accuracy and
servicing of
[257253](#) the measuring and recording devices at the Tunnel, which responsibilities are carried out
through
[258254](#) COMB. Therefore, the Contractor and/or the Contractor's South Coast Participants shall
seek to
[259255](#) engage the services of COMB or any successor entity thereof designated by the South
Coast

~~260~~256 COMB Member Units to measure and record the quantity of Non-Project Water at the Tunnel. If

~~261~~257 and/or the or any successor entity declines or is unable to perform such service, the Contractor

~~262~~258 recordation Contractor's South Coast Participants shall otherwise provide for measurement and

~~263~~259 recording of Non-Project Water diverted from the Lake including the accuracy of measuring and

~~264~~260 devices in a manner similar to that described in paragraph 4(b) above.

~~265~~261 (~~e~~) Upon the request of either party to this Contract, the Contracting Officer

~~266~~262 accuracy shall investigate, or cause to be investigated by the Operating Non-Federal Entity, the

~~267~~263 of all measurements of Non-Project Water required by this Contract. If the investigation

| ~~268~~264
the

discloses errors in the recorded measurements, such errors shall be promptly corrected. If

| ~~269~~265
Contracting

investigation discloses that measurement devices are defective or inoperative, the

| ~~270~~266

Officer shall take any necessary actions to ensure that the responsible party makes the

~~271~~267 appropriate adjustments, repairs, or replacements to the measurement devices. In the event the

~~272~~268 Contractor, as the responsible party, neglects or fails to make such adjustments, repairs, or

~~273~~269 replacements to the measurement devices within a reasonable time and to the reasonable

~~274~~270 satisfaction of the Contracting Officer, the Contracting Officer may cause such adjustments,

~~275~~271 repairs, or replacements to be made and the costs thereof shall be charged to the Contractor and

~~276~~272 the Contractor shall pay said charges to the United States immediately upon receipt of a detailed

~~277~~273 billing. For any period of time during which accurate measurements of the Non-Project Water

~~278~~274 have not been made, the Contracting Officer shall consult with the Contractor and the Operating

~~279~~275 Non-Federal Entity prior to making a determination of the quantity of Non-Project Water

~~280~~276 introduced, Stored and/or Conveyed and delivered for that period of time and such determination

~~281~~277 by the Contracting Officer shall be final and binding on the Contractor.

278 OPERATION, MAINTENANCE, AND REPLACEMENT
~~282~~ OPERATION AND MAINTENANCE ~~279~~ BY OPERATING
NON-FEDERAL ENTITY

~~283~~280 5. (a) The operation ~~and~~, maintenance, and replacement (OOM&MR) of a portion of the ~~Project~~

~~284~~ 281 Project Facilities to be used to introduce, Store and/or Convey and deliver the Non-Project Water ~~to the~~

~~285~~ 282 to the Contractor's South Coast Participants, and responsibility for funding a portion of the costs ~~of~~

~~286~~283 of such OOM&MR, have been transferred from the United States to ~~the~~ COMB, the designated

~~287~~284 Operating Non-Federal Entity, pursuant to a separate agreement, identified as ~~amended~~ Contract No. 14-

~~288~~ ~~No. 14-06-200-5222R, as amended. That separate agreement shall not interfere with or affect~~

285 06-200-5222RB, dated September 29, 2023. That separate agreement shall not interfere with or

~~289~~286 affect the rights or obligations of the Contractor or the United States hereunder.

~~290~~287 (b) The Contractor or the Contractor's South Coast Participants, ~~if applicable,~~
may pay
~~291~~ ~~may pay~~288 directly to ~~the~~ COMB, or to any successor approved by the Contracting Officer
under the terms and
~~292~~ ~~the terms and~~289 conditions of the separate agreement described in subdivision (a) of this
Article 5, all rates,
~~293~~ ~~all rates,~~290 charges, or assessments of any kind, including any assessment for reserve funds,
that COMB or

~~294~~291 ~~the COMB or~~ such successor determines, sets, or establishes for the operation and maintenance of the portion

~~295~~292 ~~of the portion~~ of the Project Facilities operated and maintained by ~~the~~ COMB or such successor~~296~~ used to Store ~~and/or~~

293 and/or Convey and deliver the Non-Project Water to the Contractor's South Coast~~297~~ Participants.

~~298~~294 (c) For so long as the ~~OM&MR~~ of any portion of the Project Facilities used to

~~299~~295 Store and/or Convey and deliver the Non-Project Water to the Contractor's South Coast

~~300~~296 Participants is performed by ~~the~~ COMB, or any successor thereto, the Contracting Officer shall

~~301~~297 adjust those components of the Rates for the Non-Project Water Stored and/or Conveyed under

~~302~~298 this Contract by deleting the costs associated with the activity being performed by ~~the~~ COMB or its

~~303~~ ~~its~~ 299 successor.

~~304~~300 (d) In the event the United States reassumes ~~OM&MR~~ of any portion of the

~~305~~301 Project Facilities from the Operating Non-Federal Entity, the Contracting Officer shall so notify

~~306~~302 the Contractor, in writing, and shall revise the Rates on Exhibit "~~B~~" to include the costs associated

~~307~~303 ~~associated~~ with the ~~OM&MR~~ activities reassumed by the United States. The Contractor shall, thereafter, in

304 the absence of written notification from the Contracting Officer to the contrary, pay the Rates,

305 specified in the revised Exhibit B directly to the United States in compliance with Article 6 of

306 this Contract.

~~308~~307 PAYMENTS AND ADJUSTMENTS

~~309~~308 6. (a) At the time the Contractor submits a schedule, or any revision(s) thereof

~~310~~309 pursuant to subdivision (d) of Article 3 of this Contract, the Contractor shall make an advance

~~311~~310 payment to the United States equal to the total amount payable pursuant to the applicable Rates

~~312~~311 shown on Exhibit "~~B~~", revised each Year, for each acre-foot of Non-Project Water to be introduced

312 into the Project Facilities. Non-Project Water shall not be introduced into Project Facilities by
313 the Contractor prior to such payment being received by the United States.

~~313 introduced into the Project Facilities: Provided, however, a reconciliation for Contract No. 5-07-~~
~~314 20-W1282 will be performed for the period October 1, 2021 through the effective date of this~~
~~315 Contract. Contractor shall be credited for overpayment and will be billed for any outstanding~~
~~316 obligations with regard to Contract No. 5-07-20-W1282. Non-Project Water shall not be~~
~~317 introduced into Project Facilities by the Contractor prior to such payment being received by the~~
~~318 United States.~~

~~319~~314
Non-Federal

(b) ~~in~~In the event the quantity of water delivered by the Operating

~~320~~315 Entity to the Contractor's South Coast Participants exceeds the quantity of Non-Project
Water

~~321~~316 authorized ~~to be introduced into the Project Facilities~~ pursuant to subdivision (a) of
Article 3 of

~~322~~ this Contract, that additional amount of ~~water shall be deemed Project water delivered to the~~

~~323~~ South Coast Participants in accordance with subdivision (a)(i) of Article 3 of this Contract. The

~~324~~ Contracting Officer in coordination with the Contractor may invoke provisions not described

~~317~~ water shall be deemed Project water delivered to the Contractor's South Coast Participants, and

~~318~~ an equivalent quantity of water shall be deducted from the Contractor's South Coast Participants

~~319~~ Project water supply available thereafter under that certain "Second Amendment to Contract

~~320~~ Between the United States and Santa Barbara County Water Agency for Water Service from

~~321~~ the Project," designated Contract No. I75r-1802RB, with an effective date of September 29,

~~322~~ 2023, as amended, and payment shall be made at the applicable rate identified on Exhibit A to

~~325~~ ~~herein to resolve the unauthorized delivery of water~~323 said contract. The provisions of this
subdivision are not exclusive and shall not prohibit the

~~326~~ ~~exclusive and shall not prohibit the~~324 United States from exercising any other remedy,
including the early termination of this Contract

~~327~~ ~~but not limited to the early termination of this Contract~~325 pursuant to Article 2 of this Contract.

~~328~~326 (c) The amount of any overpayment by the Contractor by reason of the

~~329~~327 quantity of Non-Project Water introduced into the Project Facilities and Stored and/or Conveyed

~~330~~328 pursuant to this Contract, as conclusively determined by the Contracting Officer, having been

~~331~~329 less than the quantity which the Contractor otherwise under the provisions of this Contract would

~~332~~330 have been required to pay for, shall be applied first to any accrued indebtedness arising out of

~~333~~331 this Contract then due and owing to the United States by the Contractor. Any amount of such

~~334~~332 overpayment then remaining shall be refunded to the Contractor: Provided, however, That no

~~335~~333 refund shall be made by the United States to the Contractor for any quantity of Non-Project

334 Water deemed to be unused water donated to the United States for Project purposes pursuant to

335 subdivision (e) of Article 3 of this Contract.

~~336 Water deemed to be unused water donated to the United States for Project purposes pursuant to~~
~~337 subdivision (e) of Article 3 of this Contract.~~

~~338~~336 (d) All payments made by the Contractor pursuant to subdivision (a) of this
~~339~~337 Article 6 shall be covered into the Reclamation Fund pursuant to Section 3 of the Act of
~~340~~338 February 21, 1911 (36 Stat. 925).

~~341~~339 (e) The payment of the Rates set forth in this Article 6 for the use of Excess
~~342~~340 Capacity are exclusive of ~~any applicable O&M~~OM&R costs to be paid directly to the
Operating ~~Non-~~Non-Federal Entity

~~341~~ by the Contractor, and any additional charges that the Contractor may assess its water users. In

~~343 Federal Entity by the Contractor. In~~ 342 accordance with the Act of February 21, 1911 (36
Stat.~~344~~ 925), the Contractor may not impose on ~~its water users any charge for the use of Excess~~

~~345 Capacity, as applicable, that exceeds the total amount paid to the United States and to the~~

~~343~~ its water users any charge for the use of Excess Capacity that exceeds the total amount paid to

~~346~~ 344 the United States and to the Operating Non-Federal Entity: Provided, That the Contractor
may ~~not impose on Contractor's~~

~~347 Participants any charge for the use of Excess Capacity, as applicable, that exceeds the total~~

~~348 amount paid to the United States and to the Operating Non-Federal Entity: Provided, That the~~

~~349 Contractor may~~ 345 also charge its water users such additional amounts as are necessary to
cover the Contractor's

~~350 Contractor's~~ 346 reasonable administrative costs in contracting with the United States for
the use of Excess

~~351 Excess~~ 347 Capacity in the Project Facilities.

~~352~~ MEDIUM FOR TRANSMITTING PAYMENTS

~~353~~ 7. (a) ~~All payments from the Contractor to the United States under this Contract~~

~~354 shall be by the medium requested by the United States on or before the date payment is due. The~~

~~355 required method of payment may include checks, wire transfers, or other types of payment~~

~~356 specified by the United States.~~

- 357 (b) Upon execution of the Contract, the Contractor shall furnish the
- 358 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose

~~359 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising~~
~~360 out of the Contractor's relationship with the United States.~~

~~361~~348 EXCESS CAPACITY

~~362~~349 ~~87.~~ (a) The availability of Excess Capacity shall be determined solely by the
~~363~~350 Contracting Officer. Nothing contained in this Contract shall limit or preclude the United
States
~~364~~351 from utilizing available capacity in the Project Facilities for the storage and conveyance
of
~~365~~352 Project Water pursuant to Federal law, Reclamation law or policy, and existing
contract(s); or for
~~366~~353 using Excess Capacity in the Project Facilities for the storage and conveyance of any
other
~~367~~354 supplies of Non-Project Water.

~~368~~355 (b) The Contracting Officer and the Operating Non-Federal Entity shall not be
~~369~~356 obligated to ~~Store and/or Convey~~convey Non-Project Water during periods of
maintenance or for other operating
~~370~~ ~~operating~~357 requirements.

~~371~~358 (c) If at any time the Contracting Officer determines that there will not be
~~372~~359 Excess Capacity in the Project Facilities sufficient to allow the Non-Project Water to be
~~373~~360 introduced into, Stored and/or Conveyed, and delivered in accordance with an approved
schedule
~~374~~361 submitted by the Contractor, the Contracting Officer shall so notify the Contractor in
writing.

~~375~~362 Within 24 hours of said notice, the Contractor shall revise its schedule accordingly.

~~376~~363 (d) No provision of this Contract shall be construed in any way as a basis for
~~377~~364 the Contractor to establish a priority to or a permanent right to the use of Excess Capacity
in the

~~378~~365 Project Facilities nor to set a precedent to obligate the United States to enter into
contracts with

~~379~~366 any other entities or individuals for the conveyance or storage of Non-Project Water.

~~380~~ ACREAGE LIMITATION PROVISIONS

~~381~~ ~~9.~~ (a) ~~Omitted~~

382367 RECEIPT AND DISTRIBUTION OF NON-PROJECT WATER SALE, TRANSFER, OR
383368 EXCHANGE OF NON-PROJECT WATER

384369 ~~108.~~ (a) The parties hereto acknowledge that this Contract does not grant any
385370 permission or entitlement to the Contractor to extract and/or divert Non-Project Water, ~~as~~
from the

386 371 source(s) described on Exhibit "C", or to change the nature or place of use of its rights to
said ~~Non-Project~~ Non-

387372 Project Water in any way. It is the responsibility of the Contractor to comply with all
applicable

388373 Federal, State, and local laws, rules and regulations, including, but not limited to, State
water law

389374 in relation to the Non-Project Water. It is expressly understood by the parties that the
United

390375 States is only providing Storage and Conveyance capacity for the Non-Project Water and
~~does~~ neither

391 ~~not claim any interest in the acquisition or use of the Non-Project Water beyond the terms~~

376 the Contracting Officer nor the ONFE claims any interest in the acquisition or use of the Non-

392 377 Project Water beyond the terms specifically set forth in this Contract.

393378 (b) ~~The~~ Neither the Contracting Officer, nor the ONFE, makes ~~no~~ any
representations ~~as to the accuracy of the~~

394 379 as to the accuracy of the description or of the validity of the Contractor's rights to the
~~Non-Project Water described in~~ Non-

395 380 Project Water described in Exhibit "C".

396 WATER CONSERVATION

~~397~~ ~~11.381 (ac)~~ ~~Prior to the conveyance of water provided from or~~ No sale, transfer,
or exchange of Non-Project Water conveyed ~~through~~ under this

~~382~~ Contract may take place without the prior written approval of the Contracting Officer.
~~398~~ ~~federally constructed or federally financed facilities pursuant to this Contract, the Contractor's~~
~~399~~ ~~South Coast Participants shall develop a water conservation plan consistent with the plans~~
~~400~~ ~~required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1~~
~~401~~ ~~(Water Conservation Rules and Regulations).~~

~~402~~383 UNITED STATES NOT LIABLE

~~403~~384 ~~129.~~ (a) The United States, its officers, agents and employees, including the

~~404~~385 Operating Non-Federal Entity, shall not be responsible for the control, care, or
distribution of the

~~405~~386 Non-Project Water before it is introduced into or after it is delivered from the Project
Facilities.

~~406~~387 It is specifically understood by the parties hereto that the United States is only providing
Storage

~~407~~388 and/or Conveyance capacity for the Non-Project Water. The United States and the ONFE
does ~~not claim any interest in the~~

~~408~~ ~~389~~ not claim any interest in the Non-Project Water beyond the terms specifically set forth in
this

~~390~~ Contract.

~~409~~391 (b) The Contractor shall indemnify and hold harmless the United States, its

~~410~~392 officers, agents and employees, and the Operating Non-Federal Entity, from any loss or
damage ~~and from any liability on account of~~

~~411~~ ~~393~~ and from any liability on account of personal injury, death, or property damage, or claims
for

~~394~~ personal injury, death, or property

412 damage, of any nature whatsoever arising out of any actions ~~or omissions of the Contractor, its~~

413 395 or omissions of the Contractor, its directors, officers, agents, contractors, and employees,
under

396 this Contract, including the manner 414 or method in which the Non-Project Water
identified on

397 Exhibit "~~C~~" is introduced into and delivered from the 415 Project Facilities. The Contractor
further

398 releases the United States, its officers, agents and employees, and the Operating Non-Federal

416 ~~employees~~ 399 Entity, from every claim for injury to persons, death, or property damage, direct or
indirect,

417 400 resulting from the Contracting Officer's determination of the quantity of Excess Capacity

418 401 available in the Project Facilities for the Storage and/or ~~Conveyance~~ conveyance of the
Contractor's ~~Non-Project~~ Non-

419 402 Project Water, the determination ~~pursuant to Article 3~~ that the Non-Project Water
introduced into Project Facilities

420 403 ~~Facilities~~ must be terminated, and the elimination from Exhibit "~~C~~" of any source(s) of
~~Non-Non-Project Water~~.

421 ~~Project Water~~. 404 Nothing contained in this Article shall be construed as an assumption of
liability by the

422 ~~by the~~ 405 Contractor with respect to such matters.

406 CHARGES FOR DELINQUENT PAYMENTS

407 10. (a) The Contractor shall be subject to interest, administrative, and penalty
408 charges on delinquent payments. If a payment is not received by the due date, the Contractor
409 shall pay an interest charge on the delinquent payment for each day the payment is delinquent
410 beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in
411 addition to the interest charge, an administrative charge to cover additional costs of billing and
412 processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor
413 shall pay, in addition to the interest and administrative charges, a penalty charge for each day the
414 payment is delinquent beyond the due date, based on the remaining balance of the payment due
415 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt
416 collection services associated with a delinquent payment.

417 (b) The interest rate charged shall be the greater of either the rate prescribed
418 quarterly in the Federal Register by the Department of the Treasury for application to overdue
419 payments, or the interest rate of 0.5 percent per month. The interest rate charged will be

420 determined as of the due date and remain fixed for the duration of the delinquent period.

421 (c) When a partial payment on a delinquent account is received, the amount
422 received shall be applied first to the penalty charges, second to the administrative charges, third
423 ~~RULES, REGULATIONS, OPINIONS AND DETERMINATIONS~~ to the accrued interest, and
finally to the overdue payment.

424 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

425 11. (a) The obligation of the Contractor to pay the United States as provided in
426 this Contract is a general obligation of the Contractor notwithstanding the manner in which the
427 obligation may be distributed among the Contractor’s water users and notwithstanding the
428 default of individual water users in their obligation to the Contractor.

429 (b) The payment of charges becoming due pursuant to this Contract is a
430 condition precedent to receiving benefits under this Contract. The United States shall not make
431 Non-Project Water available to the Contractor through “Cachuma” project facilities during any
432 period in which the Contractor is in arrears in the advance payment of rates and charges due the
433 United States. The Contractor shall not deliver Non-Project Water under the terms and
434 conditions of this Contract for lands or parties that are in arrears in the advance payment of rates
435 and charges as levied or established by the Contractor.

436 NOTICES

437 12. Any notice, demand, or request authorized or required by this Contract shall be
438 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
439 delivered to Bureau of Reclamation, Area Manager, South-Central California Area Office, 1243
440 N Street, Fresno, California 93721, and on behalf of the United States, when mailed, postage

441 prepaid, or delivered to General Manager of the Contractor, 255 Industrial Way, Buellton,
442 California 93427. The designation of the addressee or the address may be changed by notice
443 given in the same manner as provided in this Article for other notices.

444 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

445 13. The expenditure or advance of any money or the performance of any obligation of
446 the United States under this Contract shall be contingent upon appropriation or allotment of
447 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
448 obligations under this Contract. No liability shall accrue to the United States in case funds are
449 not appropriated or allotted.

450 OFFICIALS NOT TO BENEFIT

451 14. No Member of or Delegate to the Congress, Resident Commissioner, or official of
452 the Contractor shall benefit from this Contract other than as a water user or landowner in the
453 same manner as other water users or landowners.

454 CHANGES IN CONTRACTOR'S ORGANIZATION

455 15. While this Contract is in effect, no change may be made in the Contractor's
456 organization, by inclusion or exclusion of lands or by any other changes which may affect the
457 respective rights, obligations, privileges, and duties of either the United States or the Contractor
458 under this Contract including, but not limited to, dissolution, consolidation, or merger, except
459 upon the Contracting Officer's written consent.

460 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

461 16. The provisions of this Contract shall apply to and bind the successors and assigns
462 of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein
463 by either party shall be valid until approved in writing by the other party.

464 BOOKS, RECORDS, AND REPORTS

465 17. (a) The Contractor shall establish and maintain accounts and other books and
466 records pertaining to administration of the terms and conditions of this Contract, including the
467 Contractor's financial transactions; water supply data; Project operation, maintenance, and
468 replacement logs; Project land and rights-of-way use agreements; the water users' land-use (crop
469 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting
470 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on
471 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws
472 and regulations, each party to this Contract shall have the right during office hours to examine
473 and make copies of the other party's books and records relating to matters covered by this
474 Contract.

475 RULES, REGULATIONS, AND DETERMINATIONS

~~424~~476 ~~13~~18. (a) The parties agree that the delivery of water or the use of Federal facilities
~~425~~477 pursuant to this Contract is subject to Federal reclamation law, as amended and
supplemented,

~~426~~478 and the rules and regulations promulgated by the Secretary of the Interior under Federal
~~427~~479 reclamation law.

~~428~~480 (b) The Contracting Officer shall have the right to make determinations
~~429~~481 necessary to administer this Contract that are consistent with ~~the provisions of this~~
~~Contract, the~~its expressed and implied
~~430~~ 482 provisions, the laws of the United States and the State of California, and the rules and
regulations ~~promulgated~~
~~431~~ ~~by the Secretary of the Interior. Such determinations shall be made in consultation with the~~
~~483~~ promulgated by the Secretary of the Interior. Such determinations shall be made in consultation
~~432~~ 484 with the Contractor.

~~433~~ (c) ~~Where the terms of this Contract provide for actions to be based upon the~~
~~434~~ ~~opinion or determination of either party to this Contract, said terms shall not be construed as~~
~~435~~ ~~permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or~~
~~436~~ ~~determinations. Both parties, notwithstanding any other provisions of this Contract, expressly~~
~~437~~ ~~reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious,~~
~~438~~ ~~or unreasonable opinion or determination. Each opinion or determination by either party shall be~~

439 provided in a timely manner. Nothing in subdivision (e) of this Article 13 is intended to or shall
 440 affect or alter the standard of judicial review applicable under Federal law to any opinion or
 441 determination implementing a specific provision of Federal law embodied in statute or
 442 regulation.

443 485 PROTECTION OF WATER AND AIR QUALITY

444 486 1419. (a) ~~Project Facilities used to make available and deliver Non-Project Water to~~ The
Contractor, without expense to the United States, will care for,
 445 ~~the Contractor's South Coast Participants shall be operated and maintained in the most practical~~
 487 operate and maintain the transferred works in a manner that preserves the quality of the water at
 488 the highest feasible level as determined by the Contracting Officer.

489 (b) The United States will care for, operate and maintain reserved works in a
 446 490 manner to maintain that preserves the quality of the Non-Project Water ~~water~~ at the highest feasible
 level ~~possible~~ as determined by the
 447 ~~determined by the~~ 491 Contracting Officer: Provided, That the. The United States does not
 warrant the quality of the Non-Project Water
 448 ~~quality of the Non-Project Water delivered to the Contractor's South Coast Participants and is~~
 449 492 delivered to the Contractor and is under no obligation to furnish or construct water
 treatment ~~facilities to maintain or improve the~~
 450 493 facilities to maintain or improve the quality of the Non-Project Water delivered to
~~Contractor's South Coast Participants.~~ the
 494 Contractor.

451 495 (bc) The Contractor ~~shall~~ will comply with all applicable water and air pollution
 452 496 laws and regulations of the United States and the State of California; and will obtain all required
 453 497 permits or licenses from the appropriate Federal, State, or local authorities necessary for the
 454 ~~introduction~~ 498 delivery of Non-Project Water by the Contractor; and will be responsible
 for compliance with all
 455 ~~with all~~ 499 Federal, State, and local water quality standards applicable to surface and
 subsurface drainage
 456 500 drainage and/or discharges generated through the use of Project Facilities or Contractor facilities
or Non-
 457 ~~or Non-Project~~ 501 Project Water provided by the Contractor within the Contractor's
 Boundaries.

458 502 (ed) This Article ~~14 shall~~ 19 will not affect or alter any legal obligations of the
 459 503 Secretary to provide drainage or other discharge services.

460 504 (de) The Non-Project Water introduced into the Project Facilities shall be of
 461 505 such quality, as determined solely by the Contracting Officer, as to not significantly degrade the
 462 506 quality of the Project Water. If it is determined by the Contracting Officer that the quality of the
 463 507 Non-Project Water, ~~as~~ from any source(s) identified in Exhibit "C", will significantly degrade the

508 quality of Project~~464~~ Water in or introduced into the Project Facilities, the Contractor shall,
upon

509 receipt of a written~~465~~ notice from the Contracting Officer, arrange for the immediate
termination of~~the introduction of~~

~~466 such Non-Project Water into the Project Facilities, and Exhibit "C" shall be modified~~

~~467 accordingly.~~

510 the introduction of Non-Project Water from such sources(s) into the Project Facilities, and

511 Exhibit C shall be modified to delete such sources(s) of Non-Project Water.

~~468~~512 (~~ef~~) Exhibit "~~D~~" identifies the minimum water quality standards for monitoring

~~469~~513 ~~monitoring~~ the quality of Non-Project Water introduced by the Contractor into Project Facilities. Exhibit D

~~470~~ ~~Exhibit "D"~~ 514 identifies the laboratories approved by the Contracting Officer that are to be used for conducting

~~471~~515 ~~conducting~~ water quality analyses. The Contractor is responsible for sampling and analytical costs

~~472~~ ~~costs~~ 516 associated with evaluating quality of the Non-Project Water. Non-Project Water introduced into

~~473~~ ~~introduced into~~ 517 Project Facilities for purposes of water quality testing is considered Project ~~474~~ water.

~~475~~518 (g) At all times during the term of this Contract, the Contractor shall be in

~~476~~519 compliance with the requirements of the then-current Quality Assurance Project Plan (Plan)

~~477~~520 approved by the Contracting Officer to monitor Non-Project Water introduced into, ~~stored in~~ and conveyed

~~478~~ ~~conveyed~~ 521 through the Project Facilities. The Plan describes the sample collection procedures, water testing

~~479~~ ~~water testing~~ 522 methods, and data review process, including quality control/quality assurance ~~480~~ protocols, to verify

523 analytical results.

~~481~~524 (gh) The Contracting Officer reserves the right to require additional analyses to

~~482~~525 ensure the Non-Project Water meets the Bureau of Reclamation's water quality acceptance

~~483~~526 criteria.

~~484~~ CHARGES FOR DELINQUENT PAYMENTS

527 WATER CONSERVATION

~~485~~528 ~~1520.~~ (a) ~~The Contractor shall be subject to interest, administrative, and penalty~~ Prior to the delivery of water provided from or conveyed through federally

529 constructed or federally financed facilities pursuant to this Contract, the Contractor's South
530 Coast Participants shall develop a water conservation plan, as required by subsection 210(b) of
531 the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and
532 Regulations).

533 (b) The parties hereto acknowledge and agree that pursuant to Contract No.

534 I75r-1802RB, "Second Amendment to Contract Between the United States and Santa

535 Barbara County Water Agency for Water Service from the Project," with an effective date of
~~486 charges on delinquent payments. If a payment is not received by the due date, the Contractor~~
~~487 shall pay an interest charge on the delinquent payment for each day the payment is delinquent~~
~~488 beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in~~
~~489 addition to the interest charge, an administrative charge to cover additional costs of billing and~~
~~490 processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor~~
~~491 shall pay in addition to the interest and administrative charges, a penalty charge for each day the~~
~~492 payment is delinquent beyond the due date, based on the remaining balance of the payment due~~
~~493 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt~~
~~494 collection services associated with a delinquent payment.~~

~~495~~ (b) ~~The interest charge rate shall be the greater of either the rate prescribed~~
~~496~~ ~~quarterly in the Federal Register by the Department of the Treasury for application to overdue~~
~~497~~ ~~payments or the interest rate of 0.5 percent per month. The interest charge rate will be~~
~~498~~ ~~determined as of the due date and remain fixed for the duration of the delinquent period.~~

~~499~~ (c) ~~When a partial payment on a delinquent account is received, the amount~~
~~500~~ ~~received shall be applied first to the penalty charges, second to the administrative charges, third~~
~~501~~ ~~to the accrued interest, and finally to the overdue payment.~~

536 September 29, 2023, as amended, the Contractor's South Coast Participants have implemented
537 an effective water conservation plan/program that has been approved by the Contracting Officer.
538 Said water conservation plan/program shall be deemed to meet the requirements of subdivision
539 (a) of this Article 21: Provided, That the Contractor, prior to execution of this Contract,
540 documents to the satisfaction of the Contracting Officer that the quantity of Non-Project Water to
541 be conveyed pursuant to this Contract has been included in its South Coast Participants approved
542 water conservation plan(s)/program(s) and that all Non-Project Water conveyed pursuant to this
543 Contract shall be subject to the same water conservation requirements as the Project Water under
544 Contract No. I75r-1802RB.

~~502~~545 EQUAL EMPLOYMENT OPPORTUNITY

~~503~~546 The following language is required by Executive Order No. 11246 of September 24,
~~504~~547 1965, in all government contracts unless and until it is superseded or amended.

~~505~~548 ~~1621.~~ During the performance of this Contract, the Contractor agrees as follows:

~~506~~549 (a) The Contractor will not discriminate against any employee or applicant for
~~507~~550 employment because of race, color, religion, sex, sexual orientation, gender identity, or
national
~~508~~551 origin. The Contractor will take affirmative action to ensure that applicants are employed,
and
~~509~~552 that employees are treated during employment, without regard to their race, color,
religion, sex,
~~510~~553 sexual orientation, gender identity, or national origin. Such action shall include, but not
be
~~511~~554 limited to the following: employment, upgrading, demotion, or transfer; recruitment or
~~512~~555 recruitment advertising; layoff or termination; rates of pay or other forms of
compensation; and
~~513~~556 selection for training, including apprenticeship. The Contractor agrees to post in
conspicuous

~~514~~557
the
~~515~~558

places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause.

~~516~~559
~~517~~560
~~518~~561
orientation,
~~519~~562

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

~~520~~563
~~521~~564
has
~~522~~565
another
~~523~~566
who has
~~524~~567
~~525~~568

(c) The Contractor 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 a part of such employee's essential job functions discloses the compensation of such other employees or

~~526~~569 applicants to individuals who do not otherwise have access to such information, unless
such
~~527~~570 disclosure is in response to a formal complaint or charge, in furtherance of an
investigation,
~~528~~571 proceeding, hearing, or action, including an investigation conducted by the employer, or
is
~~529~~572 consistent with the ~~contractor's~~Contractor's legal duty to furnish information.

~~530~~573 (d) The Contractor will send to each labor union or representative of workers
~~531~~574 with which it has a collective bargaining agreement or other contract or understanding, a
notice,
~~532~~575 to be provided by the Contracting Officer, advising the labor union or workers'
representative of
~~533~~576 the Contractor's commitments under Section 202 of Executive Order No. 11246 of
September-24,

~~534~~577 24, 1965, and shall post copies of the notice in conspicuous places available to employees and ~~535~~578 applicants for employment.

~~536~~579 (e) The Contractor will comply with all provisions of Executive Order No. ~~537~~580 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of ~~538~~581 Labor.

~~539~~582 (f) The Contractor will furnish all information and reports required by ~~540~~583 Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of ~~541~~584 the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and ~~542~~585 accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ~~543~~586 ascertain compliance with such rules, regulations, and orders.

~~544~~587 (g) In the event of the Contractor's noncompliance with the nondiscrimination ~~545~~588 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be ~~546~~589 canceled, terminated or suspended in whole or in part and the Contractor may be declared ~~547~~590 ineligible for further Government contracts in accordance with procedures authorized in ~~548~~591 Executive Order No. 11246 of ~~September~~Sept. 24, 1965, and such other sanctions may be imposed and ~~549~~592 remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, ~~550~~593 regulation, or order of the Secretary of Labor, or as otherwise provided by law.

~~551~~594 (h) The Contractor will include the provisions of paragraphs (a) through (h) in ~~552~~595 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the ~~553~~596 Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of ~~September-24,~~ ~~554~~597 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The ~~Contractor~~ ~~555~~598 Contractor will take such action with respect to any subcontract or purchase order as may be ~~directed by the~~ ~~556~~ ~~599~~ directed by the Secretary of Labor as a means of enforcing such provisions, including ~~sanctions for~~ ~~557~~ ~~600~~ for noncompliance: *Provided, however, That* ~~that~~ that in the event the Contractor becomes involved in, or ~~is~~ ~~558~~ ~~601~~ is threatened with, litigation with a subcontractor or vendor as a result of such direction, the ~~559~~602 Contractor may request the United States to enter into such litigation to protect the interests of ~~560~~603 the United States.

604 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

605 22. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964

606 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
607 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,
608 Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub.

609 L. 101-336; 42 U.S.C. § 12131, et seq.) and any other applicable civil rights laws, and with the
610 applicable implementing regulations and any guidelines imposed by the U.S. Department of the
611 Interior and/or Bureau of Reclamation.

612 (b) These statutes prohibit any person in the United States from being
613 excluded from participation in, being denied the benefits of, or being otherwise subjected to
614 discrimination under any program or activity receiving financial assistance from the Bureau of
615 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this
616 Contract, the Contractor agrees to immediately take any measures necessary to implement this
617 obligation, including permitting officials of the United States to inspect premises, programs, and
618 documents.

619 (c) The Contractor makes this agreement in consideration of and for the
620 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
621 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of
622 Reclamation, including installment payments after such date on account of arrangements for
623 Federal financial assistance which were approved before such date. The Contractor recognizes
624 and agrees that such Federal assistance will be extended in reliance on the representations and
625 agreements made in this Article and that the United States reserves the right to seek judicial
626 enforcement thereof.

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

~~561~~629 CERTIFICATION OF NONSEGREGATED FACILITIES

~~562~~630 ~~1723.~~ The Contractor hereby certifies that it does not maintain or provide for its
~~563~~631 employees any segregated facilities at any of its establishments and that it does not permit
its
~~564~~632 employees to perform their services at any location under its control where segregated
facilities
~~565~~633 are maintained. It certifies further that it will not maintain or provide for its employees
any
~~566~~634 segregated facilities at any of its establishments and that it will not permit its employees
to
~~567~~635 perform their services at any location under its control where segregated facilities are
~~568~~636 maintained. The Contractor agrees that a breach of this certification is a violation of the
Equal
~~569~~637 Employment Opportunity clause in this Contract. As used in this certification, the term
~~570~~638 "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,
~~571~~639 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing
areas,
~~572~~640 parking lots, drinking fountains, recreation or entertainment areas, transportation, and
housing
~~573~~641 facilities provided for employees which are segregated by explicit directive or are in fact

574642 segregated on the basis of race, creed, color, or national origin, because of habit, local
575643 custom,
576644 disability, or otherwise. The Contractor further agrees that (except where it has obtained
577645 identical certifications from proposed subcontractors for specific time periods) it will
578646 obtain
579647 identical certifications from proposed subcontractors prior to the award of subcontracts
580648 exceeding \$10,000 which are not exempt from the provisions of the Equal Employment
581649 Opportunity clause; that it will retain such certifications in its files; and that it will
forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

582650 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
583651 CERTIFICATIONS OF NONSEGREGATED FACILITIES

584652 A Certification of Nonsegregated Facilities must be submitted prior to the award of a
585 subcontract
586 of a subcontract 653 exceeding \$10,000 which is not exempt from the provisions of 586 the
587 Equal Employment
588 Opportunity clause. The certification may be submitted either for each subcontract or for all
589 subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for
590 making false statements in 589
591 offers is prescribed in 18 U.S.C. § 1001.

590 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

657 MEDIUM FOR TRANSMITTING PAYMENTS

591658 1824. (a) The All payments from the Contractor shall comply with Title VI of the
592 Civil Rights Act of 1964 to the United States under this Contract
593 shall be by the medium requested by the United States on or before the date payment is due. The
594 required method of payment may include checks, wire transfers, or other types of payment
595 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
596 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,
597 Title III; 42 U.S.C. § 6101, et seq.), [Title II of the Americans with Disabilities Act of 1990
(Pub. L. 101-336; 42 U.S.C. § 12131, et seq.),] and any other applicable civil rights laws, and
with the applicable implementing regulations and any guidelines imposed by the U.S.
Department of the Interior and/or Bureau of Reclamation.

598 (b) These statutes prohibit any person in the United States from being
599 excluded from participation in, being denied the benefits of, or being otherwise subjected to
600 discrimination under any program or activity receiving financial assistance from the Bureau of
601 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this
602 contract, the Contractor agrees to immediately take any measures necessary to implement this
603 obligation, including permitting officials of the United States to inspect premises, programs, and
604 documents 661 specified by the United States.

~~605~~662 (e) ~~The~~Upon execution of this Contract, the Contractor ~~makes this agreement~~
~~in consideration of and for~~shall furnish the

663 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose
664 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising
665 out of the Contractor's relationship with the United States.

666 CONTRACT DRAFTING CONSIDERATIONS

~~606~~ purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
~~607~~ Federal financial assistance extended after the date hereof to the Contractor by the Bureau of
~~608~~ Reclamation, including installment payments after such date on account of arrangements for
~~609~~ Federal financial assistance which were approved before such date. The Contractor recognizes
~~610~~ and agrees that such Federal assistance will be extended in reliance on the representations and
~~611~~ agreements made in this Article and that the United States reserves the right to seek judicial
~~612~~ enforcement thereof.

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

615 GENERAL OBLIGATION— BENEFITS CONDITIONED UPON PAYMENT

616 19. (a) The obligation of the Contractor to pay the United States as provided in
617 this Contract is a general obligation of the Contractor notwithstanding the manner in which the
618 obligation may be distributed among the Contractor's water users and notwithstanding the
619 default of individual water users in their obligation to the Contractor.

620 (b) ~~The payment of charges becoming due pursuant to this Contract is a~~
621 ~~condition precedent to receiving benefits under this Contract. The United States shall not make~~
622 ~~Non Project Water available to the Contractor's South Coast Participants through Project~~
623 ~~Facilities during any period in which the Contractor is in arrears in the advance payment of Rates~~
624 ~~and charges due the United States. The Contractor shall not deliver Non Project Water under the~~
625 ~~terms and conditions of this Contract for lands or parties that are in arrears in the advance~~
626 ~~payment of rates and charges as levied or established by the Contractor.~~

627 BOOKS, RECORDS, AND REPORTS

628 20. (a) ~~The Contractor shall establish and maintain accounts and other books and~~
629 ~~records pertaining to administration of the terms and conditions of this Contract, including the~~
630 ~~Contractor's financial transactions; water supply data; Project operation, maintenance, and~~
631 ~~replacement logs; Project land and rights of way use agreements; the water users' land use (crop~~
632 ~~census), land ownership, land leasing, and water use data; and other matters that the Contracting~~
633 ~~Officer may require. Reports shall be furnished to the Contracting Officer in such form and on~~
634 ~~such date or dates as the Contracting Officer may require. Subject to applicable Federal laws~~
635 ~~and regulations, each party to this contract shall have the right during office hours to examine~~
636 ~~and make copies of the other party's books and records relating to matters covered by this~~
637 ~~contract.~~

638 (b) ~~Nothing in this Article 20 shall be construed to limit or constrain the~~
639 ~~ability of the Bureau of Reclamation to conduct contract compliance reviews of this Contract in~~
640 ~~accordance with Reclamation Manual Directives and Standards PEC-05-08, last revised October~~
641 ~~11, 2019, as may be further revised, amended, modified, or superseded.~~

642 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

643 21. ~~The expenditure or advance of any money or the performance of any obligation of~~
644 ~~the United States under this contract shall be contingent upon appropriation or allotment of~~
645 ~~funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any~~
646 ~~obligations under this contract. No liability shall accrue to the United States in case funds are~~
647 ~~not appropriated or allotted.~~

648 ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

649 22. The provisions of this Contract shall apply to and bind the successors and assigns
650 of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein
651 by either party shall be valid until approved in writing by the other party.

652 OFFICIALS NOT TO BENEFIT

653 23. No Member of or Delegate to the Congress, Resident Commissioner, or official of
654 the Contractor shall benefit from this Contract other than as a water user or landowner in the
655 same manner as other water users or landowners.

656 CHANGES IN CONTRACTORS ORGANIZATION

657 24. While this Contract is in effect, no change may be made in the Contractor's
658 organization, by inclusion or exclusion of lands or by any other changes which may affect the
659 respective rights, obligations, privileges, and duties of either the United States or the Contractor
660 under this Contract including, but not limited to, dissolution, consolidation, or merger, except
661 upon the Contracting Officer's written consent.

662 NOTICES

663 25. Any notice, demand, or request authorized or required by this Contract shall be
664 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
665 delivered to Bureau of Reclamation, Area Manager, South-Central California Area Office, 1243
666 N Street, Fresno, California 93721, and on behalf of the United States, when mailed, postage
667 prepaid, or delivered to Central Coast Water Authority, 255 Industrial Way, Buellton, CA 93427.
668 The designation of the addressee or the address may be changed by notice given in the same
669 manner as provided in this Article for other notices.

670 INCORPORATION OF EXHIBITS

671 26. Exhibits "A" through "D" are attached hereto and incorporated herein by
672 reference.

673 CONTRACT DRAFTING CONSIDERATIONS

674 27. This Contract has been negotiated and reviewed by the parties hereto, each of
675 whom is sophisticated in the matters to which this Contract pertains. The double-spaced
676 articles
677 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one
678 party
679 shall be considered to have drafted the stated articles. Single-spaced articles are standard
680 articles

671 pursuant to Reclamation policy.

672 INCORPORATION OF EXHIBITS

673 26. Exhibits A through D are attached hereto and incorporated herein by reference.

~~678~~674
~~679~~675

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

~~680~~676

UNITED STATES OF AMERICA

~~681~~677

~~682~~

~~683~~679

~~684~~

Basin Region

~~685~~681

By: _____
678 Michael P. Jackson, Area Manager
South-Central California Area Office
~~Interior Region 10: 680~~ California-Great
Bureau of Reclamation

~~686~~682

~~687~~683

(SEAL)

CENTRAL COAST WATER AUTHORITY

~~688~~684

~~689~~685

~~690~~686

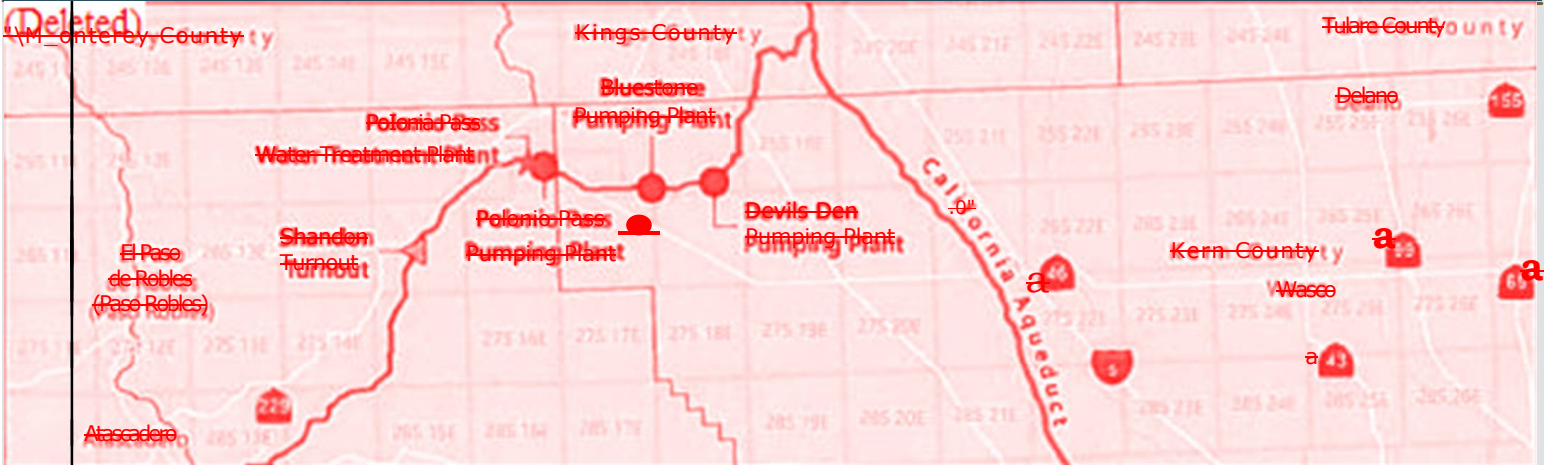
Attest:

By: _____
President of the Board of Directors

~~691~~687

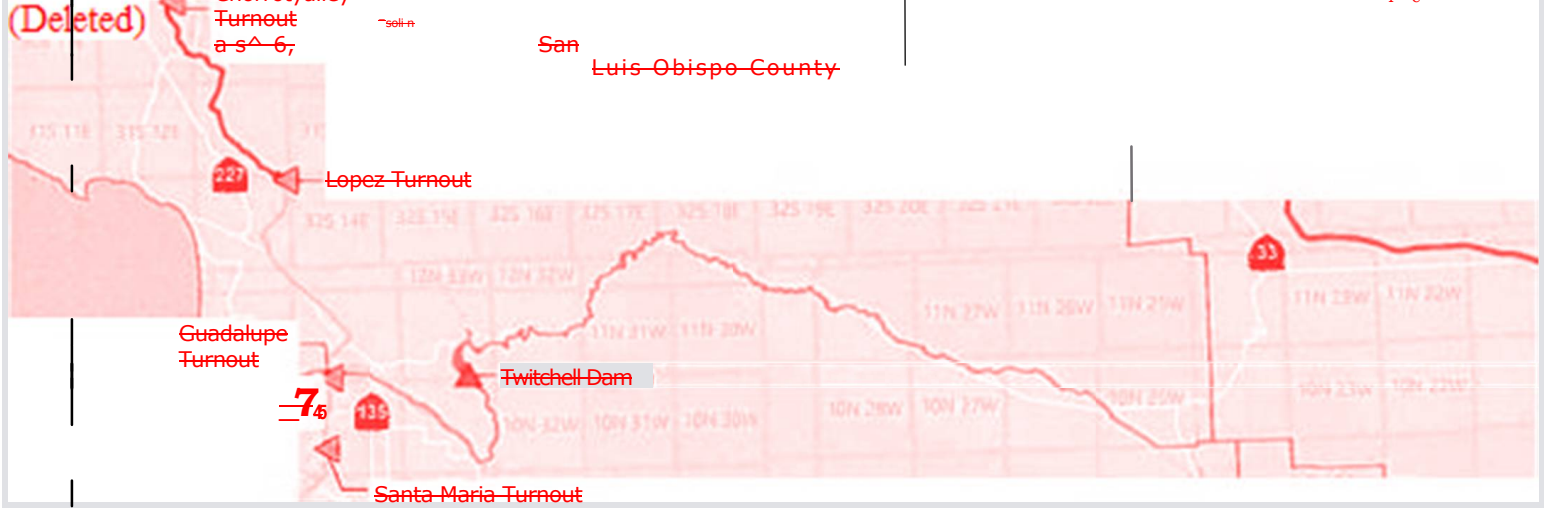
~~692~~688

By: _____
Secretary of the Board of Directors



Tank-2

(Del)



Santa Barbara County

Vanderberg Turnout

Santa Ynez RWCD

Tank-7 Improvement District No

Ventura County



<ul style="list-style-type: none"> — Contractor's Boundary - California Aqueduct - Coastal Branch, Phase II 	<ul style="list-style-type: none"> — Local Connection — Conduit 	<ul style="list-style-type: none"> ⊖ Pumping Plant 	<ul style="list-style-type: none"> N
--	---	---	---

Mills
368-202-10

Temporary Warren Act Contract – Year 2024-2027

M&I Only

Contract No. 24-WC-20-XXXX

EXHIBIT A

CONTRACTOR'S BOUNDARY MAP

This is a placeholder page. The Contractor's Boundary Map is to be designated as Exhibit A and appended to the contract.

~~Contract No. 22-WC-20-5954~~

EXHIBIT B
CENTRAL COAST WATER AUTHORITY
WATER YEAR 2024
STORAGE AND CONVEYANCE RATES
(PER ACRE-FOOT)

~~YEAR 2022'~~

~~(Per Acre Foot)~~

O&M Cost Component	Water
Water Marketing	\$29.75 23.57
Storage	\$62.59 52.96
OXO O&M	\$3.05 0.00
Conveyance	\$0.00
O&M Sub-Total	\$95.39 76.53
Capital Component	\$0.00
Deficit Rate	\$0.00

Total Water Rate:	\$95,3976.53

EXPLANATORY NOTES:

*Used the original cost to develop Cachuma Warren Act Rate. XM/Replacement component on Storage Cost pool may be charged, if applicable.

**For Conveyance, XM/Replacement costs would be recovered thru COMB.

~~1. Exhibit "B" Period coverage begins on 07/01/2022 to 09/30/2022. Exhibit "B" is adjusted annually beginning on October 1st of each year.~~

~~Directives and Standards PEC-05-10 and PEC-05-11 refer to the following link:
<https://www.usbr.gov/irectriari/DandS.html>~~

03⁺1812022 slf

EXHIBIT C

SOURCE(S) OF CONTRACTOR'S NON-PROJECT WATER CENTRAL COAST WATER AUTHORITY

SOURCE: “Non-Project Water” means water not appropriated by the United States for the Project which is acquired by or available to the Contractor from or through the State Water Project from the following sources:

State Water Project water acquired by or available to the Contractor from the State Water Project, including but not limited to State Water Project water previously stored in a surface water reservoir or groundwater bank; and water from sources other than the State Water Project, including but not limited to the Sacramento River watershed and the San Joaquin-Sacramento Delta, acquired by or available to the Contractor and conveyed to the Contractor through the State Water Project, which conveyance requires the approval of DWR pursuant to the Water Supply Contract.

POINTS OF INTRODUCTION AND DELIVERY: Non-Project water introduced into Lake Cachuma shall be measured and recorded at the Santa Ynez Pumping Plant. Non-Project water diverted from Lake Cachuma shall be measured and recorded at the Tecolote Tunnel and conveyed through the South Coast Conduit for delivery to the South Coast Member Units.

EXHIBIT D

WATER QUALITY STANDARDS

CCWA monitors water quality within its facilities. Prior to its introduction into Lake Cachuma, CCWA water is treated in CCWA's Polonio Pass Water Treatment Plant in San Luis Obispo County to applicable drinking water standards. This treatment process includes adding chloramine (a mix of chlorine and ammonia) to the water. From the Polonio Pass Water Treatment Plant, CCWA's water is conveyed to the Santa Ynez Pumping Facility where it is treated with sodium bisulfite to remove the chloramine before the water is conveyed to Bradbury Dam for introduction into Cachuma Project facilities.

Built-in safety systems at the Santa Ynez Pumping Facility automatically shut off the pumps if a chlorine concentration ≥ 0.05 mg/L is detected, or if residual sodium bisulfite concentrations drop to 0.1 mg/L or rise above 1 mg/L. Slightly more sodium bisulfite is added to the water than needed to completely neutralize the chlorine, which results in a small amount of unreacted sodium bisulfite left in the water (i.e. >0.1 mg/L and <1 mg/L). Based on the chemistry of the chemical reaction between sodium bisulfite and chloramine, as long as there is a detectable sodium bisulfite concentration in the water there is no free chlorine left in the water (i.e., chlorine residual is 0 mg/L).

Summary report:	
Litera Compare for Word 11.2.0.54 Document comparison done on 6/17/2024 3:32:56 PM	
Style name: Brownstein	
Intelligent Table Comparison: Active	
Original DMS: iw://dm.bhfs.com/ACTIVE/29634107/1	
Modified DMS: iw://dm.bhfs.com/ACTIVE/29634101/1	
Changes:	
<u>Add</u>	1099
Delete	1124
Move From	218
<u>Move To</u>	218
<u>Table Insert</u>	0
Table Delete	3
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	2
Embedded Excel	0
Format changes	0
Total Changes:	2664



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

June 25, 2024

TO: CCWA Operating Committee

FROM: Ray A. Stokes
Executive Director 

SUBJECT: Draft Policy on Water Usage to Maintain Pipeline Health

SUMMARY

This report will provide background on the occasional need to purge non-potable water from the CCWA pipeline and propose a policy whereby the costs and water are allocated to all San Luis Obispo County and CCWA project participants to maintain the health of the Coastal pipeline downstream of the Polonio Pass Water Treatment Plant (WTP), or in proportion to requested water deliveries for the calendar year.

CCWA staff is requesting the Operating Committee members provide input on the proposed policy, with the goal of presenting the policy to the CCWA Board of Directors for approval at its July 25, 2024 meeting.

RECOMMENDATION

For discussion only.

CCWA staff requests Operating Committee recommendations on how to allocate the costs and water associated with water used to purge water to Lake Cachuma needed to maintain the health of the pipeline.

DISCUSSION

Background

CCWA is occasionally required to purge the pipeline of water that has become unpotable due to various factors, including nitrification. The only way to purge the pipeline is to de-chloramine the water and pump it into Lake Cachuma, as there is no other easy way to dispose of water that cannot be delivered upstream of Lake Cachuma.

Historically, CCWA has South Coast Participants to accept this water as part of their State water deliveries, which is then counted against their available State water for the calendar year and they are charged for the CCWA and DWR variable costs associated with those deliveries. However, when Lake Cachuma is in spill conditions, CCWA cannot deliver water to the lake, or if we do, it is immediately lost to spill pursuant to the CCWA Warren Act Contract with the US Bureau of Reclamation.

On May 27th one of the CCWA Distribution Technicians was injecting chlorine at the Tank 7 injection facilities and a series of events resulted in water that would possibly be non-potable

and therefore not deliverable by the next morning to the CCWA project participants downstream of Tank 7 (City of Buellton, City of Solvang and Santa Ynez Water Conservation District, ID#1). All three participants were notified, and the next morning all three ceased deliveries of CCWA water.

Because the water could not be delivered, the decision was made to de-chloramine the water and purge the water in the pipeline into Lake Cachuma. The US Bureau of Reclamation was notified since the lake was spilling and the water was immediately lost in the spill.

Because the decision was made to purge the water to Lake Cachuma on an emergency basis to ensure the health of the CCWA pipeline, the affected water was immediately lost, totaling 9 acre-feet (AF).

Again, had any CCWA South Coast project participants been taking water deliveries into the Lake, the 9 AF could have been counted as delivered to the participant. But since the lake was spilling, the water was immediately lost. With no policy in place to account for this type of water that is used and lost to maintain the health of the pipeline, CCWA did an initial allocation of the water and costs with the intent of reallocating the amounts once a policy is in place to address such situations. One an option is chosen for the allocation, CCWA will reclassify the water and costs associated with the May 2024 event.

Policy Options for Water Usage to Maintain Pipeline Health

CCWA is responsible for the maintenance of both the DWR and CCWA pipeline and other facilities downstream of the WTP. As such, all San Luis Obispo County participants and CCWA Participants have an interest in maintaining the health of the CCWA pipeline to ensure its availability for State water deliveries. While one could argue that the CCWA South Coast project participants do not need “potable” water through the pipeline, the pipeline is an integral component of the State Water Project facilities and is therefore necessary for water to be delivered to the South Coast participants.

The various components of costs associated with the purged 9 AF of water include:

- DWR Variable OMP&R Costs of approximately \$286/AF
- CCWA chemical costs of about \$105/AF
- CCWA pumping costs into Lake Cachuma of about \$400/AF

Estimated total cost/AF:	\$ 791
Estimated Total cost for 9/AF:	\$7,119

CCWA proposes the following alternatives for a policy to allocate the costs and the water:

Option A: Allocation on a Table A Basis

Under this option, both the costs and the water are allocated to Reach 33B, which is the financial reach just downstream of the Polonio Pass Water Treatment Plant, and is allocated to all CCWA and San Luis Obispo County participants in proportion to their respective Table A amounts.

The following table shows how the costs and the water would be allocated to the San Luis Obispo County and CCWA project participants based on Table A amounts.

Allocation of Costs and Water Based on Table A Amounts				
Project Participant	Reach 33B Table A		Estimated Costs of 9 AF	Water Allocation Rounded
	(Exc. Drought Buffer)	Percentage		
Shandon	100	0.23%	\$ 16	-
Chorro Valley	2,338	5.32%	379	1
Lopez	2,392	5.45%	388	1
City of Guadalupe	550	1.25%	89	-
City of Santa Maria	16,200	36.90%	2,627	3
So Cal Water Co	500	1.14%	81	-
Vandenberg SFB	5,500	12.53%	892	1
City of Buellton	578	1.32%	94	-
Santa Ynez ID#1 (Solvang)	1,500	3.42%	243	1
Santa Ynez WCD, ID#1	500	1.14%	81	-
Goleta Water District	4,500	10.25%	730	1
Morehart Land Co	200	0.46%	32	-
LaCumbre Mutual Water Co.	1,000	2.28%	162	-
Raytheon Systems Co.	50	0.11%	8	-
City of Santa Barbara	3,000	6.83%	486	1
Montecito Water District	3,000	6.83%	486	1
Carpinteria Valley Water District	2,000	4.55%	324	1
	43,908	100.00%	\$ 7,119	9

Option B: Allocation Based on Requested Calendar Year Deliveries:

Another alternative would be to allocate the costs and the water in proportion to the calendar year 2024 requested deliveries, as shown below:

Allocation of Costs and Water Based on Requested Deliveries				
<i>(Includes Santa Ynez Exchange Deliveries)</i>				
Project Participant	Calendar Year		Estimated Costs of 9 AF	Water Allocation Rounded
	2024 Requested Deliveries	Percentage		
Shandon	-	0.00%	\$ -	-
Chorro Valley	2,137	13.65%	972	1
Lopez	2,127	13.59%	967	1
City of Guadalupe	262	1.67%	119	-
City of Santa Maria	4,992	31.89%	2,270	3
So. Cal Water Company	325	2.08%	148	-
Vandenberg SFB	1,931	12.34%	878	1
City of Buellton	214	1.37%	97	-
Santa Ynez ID#1 (Solvang)	633	4.04%	288	1
Santa Ynez WCD, ID#1	2,425	15.49%	1,103	2
Goleta Water District	-	0.00%	-	-
Morehart Land Co	44	0.28%	20	-
LaCumbre Mutual Water Co.	448	2.86%	204	-
Raytheon Systems Co.	15	0.10%	7	-
City of Santa Barbara	-	0.00%	-	-
Montecito Water District	-	0.00%	-	-
Carpinteria Valley Water District	100	0.64%	45	-
	15,653	100.00%	\$ 7,119	9

ENVIRONMENTAL REVIEW

N/A

RAS



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

July 11, 2024

TO: CCWA Operating Committee

FROM: Dessi Mladenova
Controller

SUBJECT: DWR Calendar Year 2025 Statement of Charges

SUMMARY

DWR released the calendar year 2025 Statement of Charges (copy attached to this report) on July 1, 2024, as required under the water supply contract. This report will discuss the differences between the amounts used to prepare the FY 2024/25 CCWA Budget and the actual amounts in the 2025 DWR Statement of Charges.

DISCUSSION

Each year when the CCWA Budget is being prepared, CCWA must estimate the charges from DWR for the second half of the CCWA fiscal year because DWR bills on a calendar year basis, while CCWA prepares its budget on a fiscal year basis.

Pursuant to the water supply contract with DWR, DWR submits the Statement of Charges for the next calendar year on July 1st of each year. After receipt of the Statement of Charges, CCWA then compares the actual charges from DWR to the amounts used in preparing the fiscal year budget to determine the difference between the estimates and the actual costs. The following table shows the differences in the DWR fixed costs used in preparing the FY 2024/25 Budget and the actual Statement of Charges for fiscal year 2025.

	FY 2024/25 DWR Fixed costs reconciliation schedule					
	(A)	(B)	(C)	(D)	(E)	(G)
	Water System Revenue Bond Credits	Delta Water Charge Credits	Transportation Capital Credits	Coastal Branch Credits	Transportation Minimum Credits	Total FY 2024/25 Credit
Project Participant						
Guadalupe	\$ 3,837	\$ 2,332	\$ 8,654		\$ 9,000	\$ 23,822
Santa Maria	112,271	68,469	281,373	7,419	262,439	731,971
Golden State Water	3,298	2,085	8,209	315	8,710	22,616
Vandenberg SFB	37,944	23,317	95,934	6,880	89,997	254,071
Buellton	4,021	2,380	9,430	797	9,569	26,197
Solvang (Billed to SY)	9,808	4,600	25,381	1,766	23,399	64,954
Santa Ynez ID#1	3,800	2,653	11,211	488	9,987	28,139
Goleta	38,104	28,048	87,323	5,601	94,538	253,614
Morehart Land Co.	1,319	987	3,659	255	2,612	8,833
La Cumbre	7,013	4,170	18,296	1,279	15,967	46,724
Raytheon	539	247	445	0	290	1,521
Santa Barbara	20,620	12,892	53,010	3,532	47,900	137,955
Montecito	20,620	12,892	53,010	3,532	47,900	137,955
Carpinteria	14,026	8,339	34,714	2,556	31,934	91,569
TOTAL:	\$277,220	\$ 173,411	\$ 690,651	\$ 34,420	\$654,242	\$1,829,943

The cost components with the biggest difference are Transportation Minimum OMP&R with a decrease of \$0.7 Million (E) followed by Transportation Capital with a decrease of about \$0.7 Million (C). Water System Revenue Bond and Coastal Branch are lower than the budget by \$0.3 Million in total (A and D). The reason for the decrease in the Transportation Minimum OMP&R is a projected reduction in the CY 2024 and CY 2025 calculated cost components of approximately \$1.4 Million or \$0.7 Million on a Fiscal Year basis. The reduction in the Transportation Capital cost component is due to a credit offset of \$1 Million allocated from the excess debt service reserve fund release.

The Delta Water Charge was estimated in the budget higher than the actual 2025 scheduled payments by approximately \$0.2 Million.

Water System Revenue Bond received Surplus Money Investment Fund Interest earnings and a higher power debt refund than anticipated.

There are no rate management credits planned for CY 2025 as projected in the adopted CCWA budget.

In total, the charges are almost \$1.8 Million (F) lower than the estimates used in the FY 2024/25 Budget. The excess funds which will be used to offset future fixed assessment billings.

DHM
Attachment

DEPARTMENT OF WATER RESOURCES

715 P STREET, P.O. BOX 942836
 SACRAMENTO, CA 94236-0001
 (916) 653-5791



June 30, 2024

Mr. Matthew Young, Water Agency Manager
 Santa Barbara County Flood Control
 and Water Conservation District
 130 East Victoria Street, Suite 200
 Santa Barbara, California 93101-2019

Dear Mr. Young:

This is the Statements of Charges referred to in Article 29 of your agency's contract for a water supply from the State Water Project for payments which will be due in calendar year 2025.

Accompanying this statement are the attachments containing the supporting data used in determining the following charges:

Invoice No. 25-024-T (FZ & PG), Invoice 1:

Water System Revenue Bond Surcharge		\$ 2,742,647
Capital Cost Component		
Delta Water Charge	\$ 1,809,067	
Rate Management Credit Under Monterey Amendment	<u>0</u>	
		1,809,067
Transportation Charge	23,594,004	
Rate Management Credit Under Monterey Amendment	0	
Permanent Table A Sales Credit	(2,628)	
Debt Service Reserve Fund Excess Release	<u>(1,020,045)</u>	
		22,571,331
Power Debt Service	<u>1,226,554</u>	
		1,226,554
Minimum Operation, Maintenance, Power and Replacement Component		
Delta Water Charge		2,746,334
Transportation Charge		<u>12,877,219</u>
Total for Invoice No. 25-024-T-FZ and 25-024-T-PG		<u><u>\$ 43,973,152</u></u>

Based on scheduled deliveries from Table A, the variable Operation, Maintenance, Power and Replacement (OMP&R) component unit rates for the Transportation Charge are calculated on Attachment 5 for pumping water deliveries from the Delta.

The estimated charges for 2025 are:

Variable Operation, Maintenance, Power and Replacement Component		
Transportation Charge		\$ 3,026,144

In accordance with Article 28, adjustments for overpayments and underpayments of prior Transportation Charges are accumulated with interest, at the project interest rate of 4.580 percent, and are applied against the payments to be made in 2025. The adjustment of the variable OMP&R component of the Transportation Charges will be applied equally each month to the actual metered water delivery billings.

The 2025 Off-Aqueduct Facility charge, Invoice No. 25-022-O, Invoice 1-1 is:

Minimum Operation, Maintenance, Power and Replacement Component	
Off-Aqueduct Power Facilities	\$ 12,395

The 2025 Coastal Branch Extension Facilities Charge, Invoice No. 25-001-C, Invoice 1-4 is:

Capital Cost Component	
Coastal Branch Extension	\$ 2,474,207
Debt Service Reserve Fund Excess Release	0
Net Capital Cost Component	<hr/> \$ 2,474,207

The Transportation Capital charge shown on Invoice 1-FZ and Attachment 1C (for M&I contractors) or 1D (for AG contractors) includes a credit for calendar year 2025 that resulted from permanent Table A sales. Attachment 11-FZ summarizes the credit by the State Water Project repayment reach that your agency participates in.

The Conservation Capital charge shown on Invoice 1-FZ and Attachment 1C (for M&I contractors) or 1D (for AG contractors) includes the non-FEMA reimbursable, water supply portion of costs for the Oroville Spillway Recovery project.

The Transportation Minimum Charge for Paygo is shown on Attachment 4B-PG.

The Minimum Delta Water Charge for Paygo is shown on Attachment 4H-PG.

Enclosed is Attachment 8 which shows the charges under the executed agreement for Municipal Water Quality Investigations (MWQI). The MWQI charges are included in the annual Statements of Charges under the Transportation Minimum OMP&R component.

The Transportation and Conservation Capital for Freeze charges do not include the reduction for the projected 2025 Rate Management Credit under the Monterey Agreement.

If you have any questions concerning these charges, please contact Lisa Toms, Manager of the SWP Enterprise Cost Analysis and Billing Branch, at (916) 820-8141.

Sincerely,



Lisa Toms, Acting Manager
Division of Fiscal Services

Enclosures
Overnight Mail

cc: (See attached list)

Ms. Dessislava Mladenova, Controller
Central Coast Water Authority
255 Industrial Way
Buellton, California 93427-9591

Mr. Ray Stokes, Executive Director
Central Coast Water Authority
255 Industrial Way
Buellton, California 93427-9591

State of California
 California Natural Resources Agency
 DEPARTMENT OF WATER RESOURCES
 Post Office Box 942836
 Sacramento, California 94236-0001

STATE WATER RESOURCES DEVELOPMENT SYSTEM
 INVOICE FOR

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Freeze (FZ) and PayGo (PG)
 Capital and Minimum OMP&R Component
 Charges for Water Supply

For 2025

Mr. Matthew Young, Water Agency Manager
 Santa Barbara County Flood Control
 and Water Conservation District
 130 East Victoria Street, Suite 200
 Santa Barbara, California 93101-2019

Invoice No: 25-024-T-Combined

Date: June 30, 2024

Contract No: 160209

[In dollars]

Due on or Before	Water Systems Revenue Bond		Capital Cost Component G/						Minimum O.M.P.&R. Component		Total Payment Due
	Surcharge	Bond Cover E/	Delta Water Charge A/		Transportation Charge C/		Power Debt Service F/		Delta Water Charge B/	Transportation Charge	
			Freeze Charges & Paygo Debt Service D/	Bond Cover E/	Freeze Charges & Paygo Debt Service D/	Bond Cover E/	Debt Service D/	Bond Cover E/			
January 1	\$ 223,920	\$ 1,147,404	\$ 904,534	\$ 0	\$ 11,285,666	\$ 0	\$ 490,622	\$ 122,656	\$ 228,862	\$ 1,073,103	\$ 15,476,767
February 1									228,862	1,073,103	1,301,965
March 1									228,861	1,073,102	1,301,963
April 1									228,861	1,073,102	1,301,963
May 1									228,861	1,073,102	1,301,963
June 1									228,861	1,073,101	1,301,962
July 1	223,919	1,147,404	904,533	0	11,285,665	0	490,621	122,655	228,861	1,073,101	15,476,759
August 1									228,861	1,073,101	1,301,962
September 1									228,861	1,073,101	1,301,962
October 1									228,861	1,073,101	1,301,962
November 1									228,861	1,073,101	1,301,962
December 1									228,861	1,073,101	1,301,962
Total:	\$ 447,839	\$ 2,294,808	\$ 1,809,067	\$ 0	\$ 22,571,331	\$ 0	\$ 981,243	\$ 245,311	\$ 2,746,334	\$ 12,877,219	\$ 43,973,152

TERMS: As provided under Article 32 (b) of the contract, interest shall accrue at the Pooled Money Investment Fund Rate per month on delinquency payment if the delinquency continues for more than 30 days.

A/ 45,486 acre feet @ 39.77 \$/AF

B/ 45,486 acre feet @ 56.91 \$/AF

C/ Charges under the Capital Cost Component have been reduced by Permanent Table A Sales Credit.

D/ Charges under the Capital Cost Component may include adjusted amounts in Attachment 1F. Charges also include Freeze Charge under Invoice 1-FZ and Debt Service Charges under Invoice 1-PG.

E/ Bond Cover and Power Debt Service Charges will be refunded in the following year.

F/ Power Debt Service includes amounts in Invoice 1-FZ under Water Systems Revenue Bond Surcharge and Invoice 1-PG under Power Debt Service.

G/ Preliminary Debt Service Reserve Fund Excess Release Amounts under Invoice 1-FZ.

Invoice 1-T-Combined
 June 30, 2024

State of California
 California Natural Resources Agency
 DEPARTMENT OF WATER RESOURCES
 Post Office Box 942836
 Sacramento, California 94236-0001

STATE WATER RESOURCES DEVELOPMENT SYSTEM

INVOICE FOR

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Capital and Minimum OMP&R Component
 Charges for a Water Supply

For 2025

Mr. Matthew Young, Water Agency Manager
Santa Barbara County Flood Control
and Water Conservation District
130 East Victoria Street, Suite 200
Santa Barbara, California 93101-2019

Invoice No: 25-024-T-FZ

Date: June 30, 2024

Contract No: 160209

[In dollars]

Due on or Before	Water System Revenue Bond			Capital Cost Component C/ E/		Minimum O.M.P.&R. Component		Total Payment Due
	Surcharge	Power Debt Service	Bond Cover Charge	Delta Water Charge A/	Transportation Charge D/	Delta Water Charge B/	Transportation Charge	
January 1	\$ 223,920	\$ 490,622	\$ 1,270,060	\$ 904,534	\$ 11,285,666	\$ 3,043	\$ 11,955	\$ 14,189,800
February 1						3,043	11,955	14,998
March 1						3,042	11,955	14,997
April 1						3,042	11,955	14,997
May 1						3,042	11,955	14,997
June 1						3,042	11,954	14,996
July 1	223,919	490,621	1,270,059	904,533	11,285,665	3,042	11,954	14,189,793
August 1						3,042	11,954	14,996
September 1						3,042	11,954	14,996
October 1						3,042	11,954	14,996
November 1						3,042	11,954	14,996
December 1						3,042	11,954	14,996
Total:	\$ 447,839	\$ 981,243	\$ 2,540,119	\$ 1,809,067	\$ 22,571,331	\$ 36,506	\$ 143,453	\$ 28,529,558

TERMS: As provided under Article 32 (b) of the contract, interest shall accrue at the Pooled Money Investment Fund Rate per month on delinquency payment if the delinquency continues for more than 30 days.

- A/ 45,486 acre feet @39.77 \$/AF
- B/ 45,486 acre feet @0.80 \$/AF
- C/ Charges under the Capital Cost Component have been reduced by:
 - Urban Rate Reduction Credit \$0
 - Agricultural Rate Reduction Credit \$0
- D/ Permanent Table A Transfer Credit \$(2,628)
- E/ Preliminary Debt Service Reserve Fund Excess Release \$(1,020,045)

State of California
 California Natural Resources Agency
 DEPARTMENT OF WATER RESOURCES
 Post Office Box 942836
 Sacramento, California 94236-0001

STATE WATER RESOURCES DEVELOPMENT SYSTEM

INVOICE FOR

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Capital and Minimum OMP&R Component
 Charges for Water Supply

For 2025

Mr. Matthew Young, Water Agency Manager
 Santa Barbara County Flood Control
 and Water Conservation District
 130 East Victoria Street, Suite 200
 Santa Barbara, California 93101-2019

Invoice No: 25-024-T-PG

Date: June 30, 2024

Contract No: 160209

[In dollars]

Due on or Before	Capital Cost Component						Minimum O.M.P.&R. Component		Total Payment Due
	Delta Water Charge A/		Transportation Charge C/		Power Debt Service		Delta Water Charge B/	Transportation Charge	
	Debt Service D/	Bond Cover E/	Debt Service D/	Bond Cover E/	Debt Service D/	Bond Cover E/			
January 1	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 225,819	\$ 1,061,148	\$ 1,286,967
February 1							225,819	1,061,148	1,286,967
March 1							225,819	1,061,147	1,286,966
April 1							225,819	1,061,147	1,286,966
May 1							225,819	1,061,147	1,286,966
June 1							225,819	1,061,147	1,286,966
July 1	0	0	0	0	0	0	225,819	1,061,147	1,286,966
August 1							225,819	1,061,147	1,286,966
September 1							225,819	1,061,147	1,286,966
October 1							225,819	1,061,147	1,286,966
November 1							225,819	1,061,147	1,286,966
December 1							225,819	1,061,147	1,286,966
Total:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 2,709,828	\$ 12,733,766	\$ 15,443,594

TERMS: As provided under Article 32 (b) of the contract, interest shall accrue at the Pooled Money Investment Fund Rate per month on delinquency payment if the delinquency continues for more than 30 days.

- A/ 45,486 acre feet @ 0.00 \$/AF
- B/ 45,486 acre feet @ 56.11 \$/AF
- C/ Charges under the Capital Cost Component have been reduced by Permanent Table A Sales Credit.
- D/ Charges under the Capital Cost Component may include adjusted amounts in Attachment 1F.
- E/ Bond Cover and Power Debt Service Charges will be refunded in the following year.

State of California
 California Natural Resources Agency
 DEPARTMENT OF WATER RESOURCES
 Post Office Box 942836
 Sacramento, California 94236-0001

Adjustment of Capital Cost Component
 Under Article 41, 51 and 53 of the Water Supply Contract

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

For 2025

<u>Capital Cost Component</u> [1]	<u>Water Supply Contract Charges A/</u> [2]	<u>Urban Rate Reduction Credit B/</u> [3]	<u>Permanent Table A Transfer Credit C/</u> [4]	<u>Adjusted Charges</u> [5]
Delta Water Charge	\$ 1,809,067	\$ 0	\$ 0	\$ 1,809,067
Transportation Charge	23,594,004	0	(2,628)	23,591,377
Total	<u>\$ 25,403,071</u>	<u>\$ 0</u>	<u>\$ (2,628)</u>	<u>\$ 25,400,444</u>

Disclaimer: Any dollar variances are due to rounding differences.

- A/ The charges in column 2 are the payments to be credited for purposes of calculating future charges under the Water Supply Contract.
- B/ The Urban Rate Reduction credit will be redetermined each year and does not affect the calculation of future charges under the Water Supply Contract.
- C/ The Permanent Table A Transfer Credit will be redetermined each year and does not affect the calculation of future charges under the Water Supply Contract.

State of California
California Natural Resources Agency
DEPARTMENT OF WATER RESOURCES
Post Office Box 942836
Sacramento, California 94236-0001

Adjustment of Capital Cost Component
by Release of WSRB Debt Service Reserve Credit
Under Central Valley Project Bond Resolution

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

For 2025

<u>Capital Cost Component</u> [1]	<u>Water Supply Contract Charges A/</u> [2]	<u>Release of WSRB Debt Service Reserve Credit B/</u> [3]	<u>Adjusted Charges</u> [4]
Delta Water Charge	\$ 1,809,067	\$ 0	\$ 1,809,067
Transportation Charge	23,591,377	(1,020,045)	22,571,332
Total	<u>\$ 25,400,444</u>	<u>\$ (1,020,045)</u>	<u>\$ 24,380,399</u>

Disclaimer: Any dollar variances are due to rounding differences.

Allocation of the Preliminary Debt Service Reserve Fund Excess Release by Project

2025 DSRF Reallocation

WSRB (Surcharge) Reallocation	\$ 984,457
OAP Facilities Reallocation	0
On Aqueduct Facilities Reallocation	0
Tehachapi East Afterbay Reallocation	346
Devil Canyon 2nd Afterbay Reallocation	0
SBA Off-Peak Pumping Reallocation	201
Conservation Power Fac. Reallocation	35,041
EBE Phase 1 w/o DC 2nd AB Reallocation	0
EBE Enlargement Phase 2 Reallocation	0
Coastal Branch Extension Reallocation	0
EBX Phase 1 Reallocation	0
EBX Phase 1 Improvements Reallocation	0
EBX Phase 2 Reallocation	0
SBA Enlargmnt w/o SBA OPP Reallocation	0
Total Allocation	<u>\$ 1,020,045</u>
Applied to Transportation Charge	\$ (1,020,045)
Total Amount Applied	<u>\$ (1,020,045)</u>

A/ The charges in column 2 refer to the amount in the Adjusted Charges (column 5) of attachment 1C and or 1D.

B/ Preliminary Debt Service Reserve Fund (DSRF) excess release through Series BF.

State of California
 California Natural Resources Agency
 DEPARTMENT OF WATER RESOURCES
 Post Office Box 942836
 Sacramento, California 94236-0001

STATE WATER RESOURCES DEVELOPMENT SYSTEM
 INVOICE FOR

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Off-Aqueduct Power Facilities
 Minimum OMP&R Component of the Transportation Charge

For 2025

Mr. Matthew Young, Water Agency Manager
 Santa Barbara County Flood Control
 and Water Conservation District
 130 East Victoria Street, Suite 200
 Santa Barbara, California 93101-2019

Invoice No: 25-022-O
 Date: June 30, 2024
 Contract No: 160209

[In dollars]

Due on or Before	Debt Service	Cover	Maintenance	RG4 Separation	Amount
January 1	\$ 0	\$ 0	\$ 0	1,033	\$ 1,033
February 1	0	0	0	1,033	1,033
March 1	0	0	0	1,033	1,033
April 1	0	0	0	1,033	1,033
May 1	0	0	0	1,033	1,033
June 1	0	0	0	1,033	1,033
July 1	0	0	0	1,033	1,033
August 1	0	0	0	1,033	1,033
September 1	0	0	0	1,033	1,033
October 1	0	0	0	1,033	1,033
November 1	0	0	0	1,033	1,033
December 1	0	0	0	1,032	1,032
Total:	\$ 0	\$ 0	\$ 0	12,395	\$ 12,395

TERMS: As provided under Article 32 (b) of the contract, interest shall accrue at the Pooled Money Investment Fund Rate per month on delinquency payment if the delinquency continues for more than 30 days.

State of California
 California Natural Resources Agency
 DEPARTMENT OF WATER RESOURCES
 Post Office Box 942836
 Sacramento, California 94236-0001

STATE WATER RESOURCES DEVELOPMENT SYSTEM

INVOICE FOR

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Coastal Branch Extension Facilities
 Capital Component of the Transportation Charge

For 2025

Mr. Matthew Young, Water Agency Manager
 Santa Barbara County Flood Control
 and Water Conservation District
 130 East Victoria Street, Suite 200
 Santa Barbara, California 93101-2019

Invoice No: 25-001-C

Date: June 30, 2024

Contract No: 160209

[In dollars]

Due on or Before	Capital Cost Component		Total Payment Due
	Bond Principal and Interest Charges /A	25 Percentage Bond Cover Charge	
January 1			
February 1			
March 1	\$ 189,091	\$ 247,421	\$ 436,512
April 1			
May 1			
June 1			
July 1			
August 1			
September 1	1,790,275	247,420	2,037,695
October 1			
November 1			
December 1			
Total:	\$ 1,979,366	\$ 494,841	\$ 2,474,207

TERMS: As provided under Article 32 (b) of the contract, interest shall accrue at the Pooled Money Investment Fund Rate per month on delinquency payment if the delinquency continues for more than 30 days.

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

For 2025

C.Y. : Calendar Year

(In dollars except where otherwise noted)

C.Y.	ANNUAL TABLE A AMOUNTS in-acre-feet <small>(Table A)</small>	PROJECTED ALLOCATION OF CAPITAL COST OF PROJECT TRANSPORTATION FACILITIES <small>(Table C)</small>	TRANSPORTATION CHARGE					DELTA WATER CHARGES	WATER SYSTEM REVENUE BOND SURCHARGE	OFF-AQUEDUCT POWER FACILITIES	TOTAL PAYMENT	
			CAPITAL COST COMPONENT (TABLE D)			MINIMUM OMP&R COMPONENT <small>(Table E & G)</small>	ESTIMATED VARIABLE OMP&R COMPONENT <small>(Table F & G)</small>					TOTAL TRANSPORTATION PAYMENT <small>(Table G)</small>
			ANNUAL PAYMENT OF PRINCIPAL	ANNUAL INTEREST PAYMENT	TOTAL ANNUAL PAYMENT <small>(Table G)</small>							
1960	0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
1961	0	0	0	0	0	0	0	0	0	0	0	
1962	0	0	0	0	0	0	0	0	0	0	0	
1963	0	425,178	0	0	0	0	0	0	0	0	0	
1964	0	282,003	2,322	8,562	10,884	0	0	10,884	0	0	10,884	
1965	0	497,152	3,969	27,185	31,154	0	0	31,154	0	0	31,154	
1966	0	1,117,486	6,866	37,220	44,086	0	0	44,086	0	0	44,086	
1967	0	1,762,694	13,285	67,671	80,956	0	0	80,956	0	0	80,956	
1968	0	675,220	23,521	58,642	82,163	53,960	0	136,123	0	0	136,123	
1969	0	164,583	28,287	77,550	105,837	88,467	0	194,304	0	0	194,304	
1970	0	109,224	30,481	128,453	158,934	128,513	0	287,447	0	0	287,447	
1971	0	80,715	32,474	11,853	44,327	128,710	0	173,037	0	0	173,037	
1972	0	50,230	34,402	85,001	119,403	113,729	0	233,132	0	0	233,132	
1973	0	56,178	36,252	114,493	150,745	124,006	0	274,751	0	0	274,751	
1974	0	61,383	38,219	105,845	144,064	128,422	0	272,486	0	0	272,486	
1975	0	61,416	40,305	95,756	136,061	142,203	0	278,264	0	0	278,264	
1976	0	130,440	42,487	253,367	295,854	163,235	0	459,089	0	0	459,089	
1977	0	264,720	45,145	248,705	293,850	267,726	0	561,576	0	0	561,576	
1978	0	103,822	48,658	278,642	327,300	224,017	0	551,317	0	0	551,317	
1979	0	125,669	51,454	274,984	326,438	239,349	0	565,787	0	0	565,787	
1980	946	462,895	54,497	287,226	341,723	268,129	0	609,852	3,479	0	613,331	
1981	1,813	(135,240)	59,522	358,870	418,392	246,703	0	665,095	10,414	0	675,509	
1982	3,626	(58,882)	61,509	282,745	344,254	316,076	0	660,330	99,788	0	760,118	
1983	5,439	110,287	64,004	409,534	473,538	423,605	0	897,143	68,902	0	966,045	
1984	8,198	107,723	67,538	455,505	523,043	222,988	0	746,031	105,498	0	851,529	
1985	13,638	78,896	71,220	295,153	366,373	342,684	0	709,067	192,937	0	901,994	
1986	18,210	306,452	74,913	288,515	363,428	499,937	0	863,365	275,347	0	1,138,712	
1987	22,704	1,342,116	80,104	288,348	368,452	492,073	0	860,525	336,664	0	1,197,189	
1988	28,222	1,479,545	91,881	387,174	479,055	504,486	0	983,541	436,607	24,392	1,444,540	
1989	36,342	1,210,940	105,494	412,223	517,717	396,031	0	913,748	602,402	49,634	1,565,784	
1990	45,486	1,559,457	118,427	447,695	566,122	963,861	0	1,529,983	760,166	51,795	2,341,944	
1991	45,486	2,184,088	134,835	592,422	727,257	687,018	28,570	1,442,845	806,745	83,709	2,499,229	
1992	45,486	3,504,755	157,214	594,302	751,516	1,217,193	0	1,968,709	921,780	113,925	3,004,414	
1993	45,486	11,997,953	182,361	767,152	949,513	472,107	(50,504)	1,371,116	923,957	126,662	2,421,735	
1994	45,486	46,401,596	255,663	1,968,386	2,224,049	845,799	(124)	3,069,724	885,437	159,156	4,114,317	
1995	45,486	155,255,849	561,829	4,677,986	5,239,825	926,774	(2,810)	6,163,789	947,567	270,726	7,382,082	
1996	45,486	145,409,409	1,232,959	10,643,393	11,876,352	674,940	(5,295)	12,545,997	931,562	105	14,012,113	
1997	38,986	38,158,718	1,928,586	19,787,664	21,716,522	1,466,719	222,340	23,405,581	1,029,984	846,617	25,581,178	
1998	38,986	10,563,358	2,331,727	20,872,243	23,203,970	1,362,464	59,756	24,626,190	888,760	814,087	27,361,308	
1999	45,486	9,596,043	2,525,749	20,681,600	23,207,349	2,295,904	353,507	25,856,760	1,072,362	1,124,110	28,845,178	
2000	45,486	5,528,981	2,745,877	19,898,246	22,444,123	4,659,550	926,627	28,030,300	1,089,257	1,364,019	30,959,459	
2001	45,486	2,938,397	2,938,381	20,223,422	23,161,923	2,851,728	1,791,052	27,804,703	1,089,496	1,342,304	30,832,674	
2002	45,486	387,130	3,079,839	18,435,859	21,515,698	3,652,672	1,553,050	26,721,420	1,105,738	1,383,661	29,792,239	
2003	45,486	118,113	3,226,136	18,265,600	21,491,736	6,313,054	1,548,493	29,353,283	1,082,469	1,440,782	473,686	
2004	45,486	52,405	3,375,588	19,001,316	22,376,904	3,000,081	1,775,827	27,152,812	1,072,172	1,442,252	30,330,000	
2005	45,486	(161,490)	3,530,988	18,796,276	22,327,264	3,670,151	2,091,299	28,088,444	1,113,607	1,361,594	591,785	
2006	45,486	65,060	3,690,986	18,659,601	22,349,697	4,372,596	1,958,442	28,680,735	1,128,312	1,473,385	609,915	
2007	45,486	84,194	3,860,221	18,446,420	22,306,641	3,534,659	2,787,318	28,628,618	1,240,257	975,872	776,788	
2008	45,486	99,415	4,038,559	18,260,166	22,298,725	3,499,620	2,058,652	27,856,997	1,268,687	1,369,892	962,003	
2009	45,486	49,599	4,225,462	18,291,168	22,516,630	6,943,030	1,365,200	30,824,860	1,386,499	1,533,052	34,596,367	
2010	45,486	136,242	4,420,019	17,425,466	21,845,485	5,143,314	1,781,387	28,770,186	1,732,510	1,466,914	963,349	
2011	45,486	232,486	4,625,480	17,162,188	21,787,668	9,212,135	1,720,560	32,720,363	1,907,076	1,584,316	814,505	
2012	45,486	336,170	4,842,846	17,013,511	21,856,357	1,825,461	2,218,266	25,900,084	1,991,077	1,456,050	921,100	
2013	45,486	1,273,101	5,073,197	16,922,817	21,996,014	7,749,519	2,912,070	32,657,603	2,107,328	1,583,700	610,494	
2014	45,486	1,566,054	5,318,495	16,512,125	21,830,620	8,792,537	2,509,225	33,132,382	1,999,815	1,722,805	442,785	
2015	45,486	1,369,578	5,593,572	16,363,809	21,957,381	10,781,811	1,997,416	34,736,608	2,721,671	1,649,215	132,962	
2016	45,486	1,153,240	5,867,565	16,182,276	22,049,841	2,597,815	3,111,132	27,758,788	3,253,170	1,644,453	33,137	
2017	45,486	1,078,878	6,118,382	15,996,325	22,114,707	7,203,536	3,591,441	32,909,684	3,132,919	1,517,572	19,553	
2018	45,486	736,711	6,348,122	15,723,793	22,071,915	9,972,519	3,760,472	35,804,906	3,159,934	1,287,864	14,447	
2019	45,486	1,072,581	6,633,824	15,382,471	22,016,295	24,191,326	2,728,357	48,935,978	3,187,396	1,802,011	13,279	
2020	45,486	1,711,866	6,976,122	15,190,417	22,166,539	15,226,218	3,406,297	40,799,054	3,711,780	692,021	13,596	
2021	45,486	2,506,830	7,371,902	15,014,504	22,386,406	9,968,493	2,586,694	34,941,593	3,891,460	522,537	7,722	
2022	45,486	3,588,212	7,837,080	14,814,164	22,651,244	9,475,873	1,880,213	34,007,330	4,616,967	341,461	22,640	
2023	45,486	12,134,010	8,401,491	13,786,273	22,187,764	17,506,728	2,092,398	41,786,890	4,288,341	494,251	22,336	
2024	45,486	0	9,564,449	13,015,649	22,580,098	972,059	25,780	23,577,937	1,828,837	762,893	13,979	
2025	45,486	0	9,999,354	13,661,005	23,660,359	143,453	(285,404)	23,518,408	1,845,573	3,969,200	12,395	
2026	45,486	0	10,454,177	13,203,070	23,657,246	0	0	23,657,246	1,845,573	3,883,580	0	
2027	45,486	0	10,926,291	12,724,343	23,650,634	0	0	23,650,634	1,845,573	4,019,390	0	
2028	45,486	0	11,413,145	12,224,071	23,637,216	0	0	23,637,216	1,845,573	3,723,486	0	
2029	45,486	0	11,930,545	11,701,408	23,631,954	0	0	23,631,954	1,845,573	3,822,621	0	
2030	45,486	0	12,470,522	11,155,062	23,625,584	0	0	23,625,584	1,845,573	3,059,700	0	
2031	45,486	0	13,017,943	10,584,177	23,602,120	0	0	23,602,120	1,845,573	3,069,603	0	
2032	45,486	0	13,621,097	9,987,878	23,608,975	0	0	23,608,975	1,845,573	3,078,727	0	
2033	45,486	0	14,247,962	9,363,998	23,611,960	0	0	23,611,960	1,845,573	3,078,840	0	
2034	45,486	0	14,894,865	8,711,504	23,606,370	0	0	23,606,370	1,845,573	3,088,834	0	
2035	45,486	0	15,571,528	8,029,381	23,600,909	0	0	23,600,909	1,845,573	3,088,214	0	
TOTAL	2,218,494	\$ 471,161,836	\$ 278,889,558	\$ 632,301,950	\$ 911,191,509	\$ 199,687,766	\$ 54,497,434	\$ 1,165,376,709	\$ 86,708,441	\$ 74,296,336	\$ 12,929,888	\$ 1,339,311,375

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

C.Y.: Calendar Year

TRANSPORTATION CHARGE

CONSERVATION CHARGE

C.Y.	ANNUAL TABLE A AMOUNTS INCURRED	ALLOCATED CAPITAL COST OF PROJECT FROM FACILITIES	CAPITAL COMPONENT (TABLE D)				MINIMUM COMPONENT (Table E & G)	VARIABLE COMPONENT (Table F & G)	TOTAL TRANSPORTATION PAYMENT	CAPITAL COMPONENT				MINIMUM DELTA PAYMENT	TOTAL CONSERVATION PAYMENT	POWER DEBT SERVICE BOND COVER	TOTAL PAYMENT
			ANNUAL PRINCIPAL PAYMENT	ANNUAL INTEREST PAYMENT	BOND COVER	TOTAL ANNUAL PAYMENT (Table G)				ANNUAL PRINCIPAL PAYMENT	ANNUAL INTEREST PAYMENT	BOND COVER	TOTAL ANNUAL PAYMENT				
2024	45,486	4,835,693	0	0	0	0	12,933,426	577,327	13,470,753	0	0	0	0	2,331,159	2,331,159	0	15,801,912
2025	45,486	10,727,953	0	0	0	12,735,766	4,891,773	17,629,540	39,423	0	0	0	0	2,709,628	2,709,628	0	20,339,186
2026	45,486	4,693,869	0	0	56,706	12,546,241	16,427,269	16,427,269	70,387	19,669	19,669	19,669	0	2,526,420	2,526,420	0	19,052,033
2027	45,486	3,007,270	0	0	113,167	12,954,815	5,015,244	17,969,059	68,249	34,659	34,659	34,659	0	2,471,475	2,471,475	0	21,440,578
2028	45,486	3,468,143	0	0	184,690	12,954,073	3,577,888	17,531,881	89,646	46,203	46,203	46,203	0	2,456,270	2,456,270	0	20,985,174
2029	45,486	3,326,001	0	0	493,134	13,083,614	3,517,666	18,096,283	95,164	52,441	52,441	52,441	0	2,461,134	2,461,134	0	20,879,771
2030	45,486	2,162,463	0	0	583,628	13,214,450	3,649,803	18,864,333	99,885	57,549	57,549	57,549	0	2,566,807	2,566,807	0	21,740,193
2031	45,486	2,963,985	0	0	674,605	13,346,584	3,686,301	18,894,563	122,665	62,701	62,701	62,701	0	2,583,660	2,583,660	0	21,740,193
2032	45,486	2,153,995	0	0	782,705	13,480,060	3,725,164	19,151,106	149,926	71,718	71,718	71,718	0	2,597,955	2,597,955	0	22,084,790
2033	45,486	1,063,169	0	0	851,549	13,614,861	3,760,366	19,496,159	164,815	70,981	70,981	70,981	0	2,624,015	2,624,015	0	22,474,978
2034	45,486	4,067,270	0	0	940,749	13,751,010	3,798,000	20,088,295	184,815	72,578	72,578	72,578	0	2,650,335	2,650,335	0	22,840,926
2035	45,486	219,036	0	0	1,075,927	13,888,520	3,835,980	0	169,849	120,461	120,461	120,461	0	2,678,919	2,678,919	0	23,108,041
2036	45,486	0	0	0	1,112,726	14,027,779	0	0	174,482	113,927	113,927	113,927	0	2,708,509	2,708,509	0	23,008,250
2037	45,486	0	0	0	1,143,779	14,170,429	0	0	174,454	109,965	109,965	109,965	0	2,741,296	2,741,296	0	22,747,954
2038	45,486	0	0	0	1,170,429	14,323,829	0	0	178,519	105,880	105,880	105,880	0	2,774,083	2,774,083	0	22,487,037
2039	45,486	0	0	0	1,197,700	14,477,157	0	0	182,678	101,731	101,731	101,731	0	2,806,870	2,806,870	0	22,226,909
2040	45,486	0	0	0	1,225,606	14,630,522	0	0	186,935	97,474	97,474	97,474	0	2,839,657	2,839,657	0	21,966,781
2041	45,486	0	0	0	1,254,163	14,783,885	0	0	191,290	93,119	93,119	93,119	0	2,872,444	2,872,444	0	21,706,653
2042	45,486	0	0	0	1,283,385	14,937,244	0	0	195,747	88,662	88,662	88,662	0	2,905,231	2,905,231	0	21,446,525
2043	45,486	0	0	0	1,313,287	15,090,603	0	0	200,208	84,101	84,101	84,101	0	2,938,018	2,938,018	0	21,186,397
2044	45,486	0	0	0	1,343,887	15,243,962	0	0	204,675	79,433	79,433	79,433	0	2,970,805	2,970,805	0	20,926,269
2045	45,486	0	0	0	1,375,200	15,397,321	0	0	209,151	74,658	74,658	74,658	0	3,003,592	3,003,592	0	20,666,141
2046	45,486	0	0	0	1,407,242	15,550,680	0	0	213,628	69,770	69,770	69,770	0	3,036,379	3,036,379	0	20,406,013
2047	45,486	0	0	0	1,440,030	15,704,039	0	0	218,104	64,769	64,769	64,769	0	3,069,166	3,069,166	0	20,145,885
2048	45,486	0	0	0	1,473,583	15,857,398	0	0	222,579	59,652	59,652	59,652	0	3,101,953	3,101,953	0	19,885,757
2049	45,486	0	0	0	1,507,918	16,010,757	0	0	227,054	54,415	54,415	54,415	0	3,134,740	3,134,740	0	19,625,629
2050	45,486	0	0	0	1,543,052	16,164,116	0	0	231,529	49,056	49,056	49,056	0	3,167,527	3,167,527	0	19,365,501
2051	45,486	0	0	0	1,579,005	16,317,475	0	0	235,953	43,572	43,572	43,572	0	3,200,314	3,200,314	0	19,105,373
2052	45,486	0	0	0	1,615,796	16,470,834	0	0	240,336	37,961	37,961	37,961	0	3,233,101	3,233,101	0	18,845,245
2053	45,486	0	0	0	1,653,444	16,624,193	0	0	244,648	32,219	32,219	32,219	0	3,265,888	3,265,888	0	18,585,117
2054	45,486	0	0	0	1,691,969	16,777,552	0	0	248,966	26,342	26,342	26,342	0	3,298,675	3,298,675	0	18,324,989
2055	45,486	0	0	0	1,731,392	16,930,911	0	0	253,284	20,330	20,330	20,330	0	3,331,462	3,331,462	0	18,064,861
2056	45,486	0	0	0	1,544,909	17,084,270	0	0	257,602	14,177	14,177	14,177	0	3,364,249	3,364,249	0	17,804,733
2057	45,486	0	0	0	1,088,970	17,237,629	0	0	261,920	9,704	9,704	9,704	0	3,397,036	3,397,036	0	17,544,605
2058	45,486	0	0	0	871,125	17,390,988	0	0	266,238	5,104	5,104	5,104	0	3,429,823	3,429,823	0	17,284,477
2059	45,486	0	0	0	733,756	17,544,347	0	0	270,556	0,510	0,510	0,510	0	3,462,610	3,462,610	0	17,024,349
2060	45,486	0	0	0	568,335	17,697,706	0	0	274,874	0	0	0	0	3,495,397	3,495,397	0	16,764,221
2061	45,486	0	0	0	324,963	17,851,065	0	0	279,192	0	0	0	0	3,528,184	3,528,184	0	16,504,093
2062	45,486	0	0	0	45,486	18,004,424	0	0	283,510	0	0	0	0	3,560,971	3,560,971	0	16,243,965
2063	45,486	0	0	0	0	18,157,783	0	0	287,828	0	0	0	0	3,593,758	3,593,758	0	15,983,837
2064	45,486	0	0	0	0	18,311,142	0	0	292,146	0	0	0	0	3,626,545	3,626,545	0	15,723,709
2065	45,486	0	0	0	0	18,464,501	0	0	296,464	0	0	0	0	3,659,332	3,659,332	0	15,463,581
2066	45,486	0	0	0	0	18,617,860	0	0	300,782	0	0	0	0	3,692,119	3,692,119	0	15,203,453
2067	45,486	0	0	0	0	18,771,219	0	0	305,100	0	0	0	0	3,724,906	3,724,906	0	14,943,325
2068	45,486	0	0	0	0	18,924,578	0	0	309,418	0	0	0	0	3,757,693	3,757,693	0	14,683,197
2069	45,486	0	0	0	0	19,077,937	0	0	313,736	0	0	0	0	3,790,480	3,790,480	0	14,423,069
2070	45,486	0	0	0	0	19,231,296	0	0	318,054	0	0	0	0	3,823,267	3,823,267	0	14,162,941
2071	45,486	0	0	0	0	19,384,655	0	0	322,372	0	0	0	0	3,856,054	3,856,054	0	13,902,813
2072	45,486	0	0	0	0	19,538,014	0	0	326,690	0	0	0	0	3,888,841	3,888,841	0	13,642,685
2073	45,486	0	0	0	0	19,691,373	0	0	331,008	0	0	0	0	3,921,628	3,921,628	0	13,382,557
2074	45,486	0	0	0	0	19,844,732	0	0	335,326	0	0	0	0	3,954,415	3,954,415	0	13,122,429
2075	45,486	0	0	0	0	19,998,091	0	0	339,644	0	0	0	0	3,987,202	3,987,202	0	12,862,301
2076	45,486	0	0	0	0	20,151,450	0	0	343,962	0	0	0	0	4,019,989	4,019,989	0	12,602,173
2077	45,486	0	0	0	0	20,304,809	0	0	348,280	0	0	0	0	4,052,776	4,052,776	0	12,342,045
2078	45,486	0	0	0	0	20,458,168	0	0	352,598	0	0	0	0	4,085,563	4,085,563	0	12,081,917
2079	45,486	0	0	0	0	20,611,527	0	0	356,916	0	0	0	0	4,118,350	4,118,350	0	11,821,789
2080	45,486	0	0	0	0	20,764,886	0	0	361,234	0	0	0	0	4,151,137	4,151,137	0	11,561,661
2081	45,486	0	0	0	0	20,918,245	0	0	365,552	0	0	0	0	4,183,924	4,183,924	0	11,301,533
2082	45,486	0	0	0	0	21,071,604	0	0	369,870	0	0	0	0	4,216,711	4,216,711	0	11,041,405
2083	4																

State of California
 California Natural Resources Agency
 DEPARTMENT OF WATER RESOURCES
 Post Office Box 942836
 Sacramento, California 94236-0001

Adjustments of Capital Cost Component
 Under Article 28

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

For 2025

[In dollars]

Calendar Year	Calculated Components as of 01/01/2024	Payments Received	Current Overpayment (-) or Underpayment (+)	Annual Difference Capitalized to 2025	Adjusted Calculated Component, this Statement
[1]	[2]	[3]	[4]	[5]	[6]
1962 - 1969	\$ 684,432	\$ 355,080	\$ 329,352	\$ 4,230,331	
1970 - 1979	2,693,461	1,996,976	696,485	7,589,353	
1980 - 1989	3,498,168	4,195,975	(697,807)	(4,425,200)	
1990	554,759	566,122	(11,363)	(54,475)	
1991	636,244	727,257	(91,013)	(417,213)	
1992	751,177	751,516	(339)	(1,487)	
1993	927,643	949,513	(21,870)	(91,664)	
1994	1,535,220	2,224,049	(688,829)	(2,760,698)	
1995	3,927,783	5,239,825	(1,312,042)	(5,028,136)	
1996	11,597,068	11,876,352	(279,284)	(1,023,426)	
1997	18,814,534	21,716,522	(2,901,988)	(10,168,513)	
1998	20,853,644	23,203,970	(2,350,326)	(7,874,833)	
1999	21,418,282	23,207,349	(1,789,067)	(5,731,803)	
2000	21,956,140	22,444,123	(487,983)	(1,494,930)	
2001	22,272,528	23,161,923	(889,395)	(2,605,325)	
2002	22,303,714	21,515,698	788,016	2,207,260	
2003	22,326,428	21,491,736	834,692	2,235,610	
2004	22,333,453	22,376,904	(43,451)	(111,282)	
2005	22,336,615	22,327,264	9,351	22,900	
2006	22,326,720	22,349,697	(22,977)	(53,805)	
2007	22,330,772	22,306,641	24,131	54,031	
2008	22,336,107	22,298,725	37,382	80,038	
2009	22,342,525	22,516,630	(174,105)	(356,442)	
2010	22,345,790	21,845,485	500,305	979,411	
2011	22,354,951	21,787,668	567,283	1,061,892	
2012	22,370,936	21,856,357	514,579	921,053	
2013	22,394,614	21,996,014	398,600	682,214	
2014	22,465,069	21,830,620	634,449	1,038,322	
2015	22,567,129	21,957,381	609,748	954,195	
2016	22,646,762	22,049,841	596,921	893,212	
2017	22,681,272	22,114,707	566,565	810,661	
2018	22,680,215	22,071,915	608,300	832,259	
2019	22,708,592	22,016,295	692,297	905,700	
2020	22,795,205	22,166,539	628,666	786,436	
2021	22,948,151	22,386,406	561,745	671,945	
2022	23,187,795	22,651,244	536,551	613,701	
2023	23,553,468	22,187,764	1,365,704	1,493,667	
2024	24,872,442	22,580,098	2,292,344	2,397,334	
2025	24,869,331				
Bill Year 2025	\$ 24,869,331	\$ 0		\$ (10,737,708)	\$ 14,131,623

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State of California
California Natural Resources Agency
DEPARTMENT OF WATER RESOURCES
Post Office Box 942836
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Adjustments Of Minimum Cost Component
Under Article 28

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

For 2025

[In dollars]

Year	Calculated Component as of 01/01/2024	Payments Received	Current Overpayment (-) or Underpayment (+)	Annual Difference Capitalized to 2025	Adjusted Calculated Component, this Statement
1962 - 1969	\$ 138,205	\$ 142,427	\$ (4,222)	\$ (69,933)	
1970 - 1979	1,614,144	1,659,910	(45,766)	(154,673)	
1980 - 1989	4,013,207	3,712,712	300,495	1,419,573	
1990	677,025	963,861	(286,836)	(1,375,104)	
1991	673,858	687,018	(13,160)	(60,328)	
1992	736,477	1,217,193	(480,716)	(2,107,139)	
1993	734,138	472,107	262,031	1,098,269	
1994	888,287	845,799	42,488	170,283	
1995	881,323	926,774	(45,451)	(174,182)	
1996	1,197,179	674,940	522,239	1,913,727	
1997	749,805	1,466,719	(716,914)	(2,512,055)	
1998	3,051,492	1,362,464	1,689,028	5,659,135	
1999	3,087,473	2,295,904	791,569	2,536,024	
2000	3,084,365	4,659,550	(1,575,185)	(4,825,558)	
2001	2,912,949	2,851,728	61,221	179,335	
2002	3,282,025	3,652,672	(370,647)	(1,038,195)	
2003	3,437,603	6,313,054	(2,875,451)	(7,701,511)	
2004	3,353,728	3,000,081	353,647	905,715	
2005	3,683,901	3,670,151	13,750	33,674	
2006	3,661,118	4,372,596	(711,478)	(1,666,042)	
2007	3,725,970	3,534,659	191,311	428,366	
2008	5,569,568	3,499,620	2,069,948	4,431,863	
2009	4,917,572	6,943,030	(2,025,458)	(4,146,689)	
2010	6,549,112	5,143,314	1,405,798	2,752,025	
2011	6,870,635	9,212,135	(2,341,500)	(4,383,036)	
2012	7,491,243	1,825,461	5,665,782	10,141,265	
2013	9,064,669	7,749,519	1,315,150	2,250,913	
2014	5,976,279	8,792,537	(2,816,258)	(4,609,008)	
2015	8,689,504	10,781,811	(2,092,307)	(3,274,250)	
2016	11,382,147	2,597,815	8,784,332	13,144,573	
2017	14,739,501	7,203,536	7,535,965	10,782,711	
2018	13,464,893	9,972,519	3,492,374	4,778,166	
2019	10,617,543	24,191,326	(13,573,783)	(17,757,946)	
2020	10,913,685	15,226,218	(4,312,533)	(5,394,804)	
2021	11,810,912	9,968,493	1,842,419	2,203,854	
2022	12,042,230	9,475,873	2,566,357	2,935,371	
2023	12,611,081	17,506,728	(4,895,647)	(5,354,358)	
2024	0	972,059	(972,059)	(1,016,579)	
Bill Year 2025	\$ 0	\$ 0		\$ 143,453	\$ 143,453
Net Minimum Charges:					\$ 143,453

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 Post Office Box 942836
 Sacramento, California 94236-0001
 Adjustments Of Minimum Cost Component
 Under Article 28

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

For 2025

[In dollars]

Year	Calculated Components as of 01/01/2024	Payments Received	Current Overpayment (-) or Underpayment (+)	Adjusted Calculated Component, this Statement
[1]	[2]	[3]	[4]	[5]
2024	\$ 12,526,768	\$ 12,893,426	\$ (366,658)	
2025	13,100,424			
Bill Year 2025	\$ 13,100,424	\$ 0	\$ (366,658)	\$ 12,733,766
Net Minimum Charges				\$ 12,733,766

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Adjustments Of Variable Cost Component
 Under Article 28

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

For 2025

[In dollars]

Year	Annual Water Quantities Delivered or Requested	Calculated Component as of 01/01/2024	Payments Received	Current Overpayment (-) or Underpayment (+)	Annual Difference Capitalized to 2025	Adjusted Calculated Component, this Statement
[1]	[2]	[3]	[4]	[5]	[6]	[7]
1962 - 1969	0	\$ 0	\$ 0	\$ 0	\$ 0	
1970 - 1979	0	0	0	0	0	
1980 - 1989	0	0	0	0	0	
1991	1,240	(2,636)	28,570	(31,206)	(143,050)	
1993	0	0	(50,504)	50,504	211,681	
1994	0	0	(124)	124	497	
1995	0	0	(2,810)	2,810	10,769	
1996	0	0	(5,295)	5,295	19,403	
1997	7,439	233,584	222,340	11,244	39,399	
1998	18,618	(89,207)	59,756	(148,963)	(499,104)	
1999	20,137	292,594	353,507	(60,913)	(195,153)	
2000	22,741	438,502	926,627	(488,125)	(1,495,364)	
2001	18,946	2,332,219	1,791,052	541,167	1,585,252	
2002	27,636	1,558,398	1,553,050	5,348	14,981	
2003	26,968	1,744,375	1,548,493	195,882	524,645	
2004	29,705	2,067,009	1,775,827	291,182	745,736	
2005	23,344	1,924,013	2,091,029	(167,016)	(409,008)	
2006	23,275	1,631,187	1,958,442	(327,255)	(766,321)	
2007	27,740	2,716,741	2,787,318	(70,577)	(158,031)	
2008	18,393	1,977,649	2,058,652	(81,003)	(173,432)	
2009	15,433	1,218,582	1,365,200	(146,618)	(300,169)	
2010	17,775	1,623,572	1,781,387	(157,815)	(308,943)	
2011	32,945	2,512,562	1,720,560	792,002	1,482,543	
2012	19,474	2,103,307	2,218,266	(114,959)	(205,767)	
2013	18,018	2,243,103	2,912,070	(668,967)	(1,144,955)	
2014	15,831	2,496,431	2,509,225	(12,794)	(20,938)	
2015	11,486	2,041,744	1,997,416	44,328	69,368	
2016	35,537	3,941,439	3,111,132	830,307	1,242,443	
2017	39,977	4,327,180	3,591,441	735,739	1,052,720	
2018	28,348	4,458,360	3,760,472	697,888	954,830	
2019	20,557	2,958,885	2,728,357	230,528	301,589	
2020	12,175	2,170,641	3,406,297	(1,235,656)	(1,545,756)	
2021	10,608	2,524,082	2,586,694	(62,612)	(74,895)	
2022	7,121	1,534,180	1,880,213	(346,033)	(395,789)	
2023	13,212	1,472,824	2,092,398	(619,574)	(677,626)	
2024	0	0	77,338	(77,338)	(80,880)	
Bill Year 2025	0	\$ 0	\$ 0		\$ (339,323)	\$ (339,323)

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Adjustments Of Variable Cost Component
 Under Article 28

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

For 2025

[In dollars]

Year	Annual Water Quantities Delivered or Requested	Calculated Component as of 01/01/2024	Payments Received	Current Overpayment (-) or Underpayment (+)	Adjusted Calculated Component, this Statement
[1]	[2]	[3]	[4]	[5]	[6]
2024	12,630	\$ 2,106,738	\$ 2,106,738	\$ 0	
2025	27,292	3,362,363			
Bill Year 2025	27,292	\$ 3,362,363	\$ 0	\$ 0	\$ 3,362,363

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Amorization of Capital Cost Component Adjustment
For Prior Transportation Charges
Under Amendment of Water Contract

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

For 2025

Transportation Components	Transportation Charges		
	Calculated 01/01/2024	Under "One-Shot" Adjustment	Amortization of "One-Shot" Adjustment (Column 2 minus Column 1)
	(1)	(2)	(3)
Capital Cost Component	\$ 24,869,331	\$ 14,131,623	\$ (10,737,708)
Capital Cost Component difference to be amortized			(10,737,708)
Divided by remaining water deliveries 1/			403,992 *
Unit rate for amortizing difference 2/			(26.579011)
Unit rate applied to 2025 deliveries of		45,486 acre feet	(1,208,973)
Plus calculated 2025 Capital Cost Component			24,869,331
Adjusted Capital Cost Component			\$ 23,660,359
Reach 33A Power credit			(1,493,135)
Coastal Power Charge for Year 2025			1,426,780
Net Capital Cost Component			\$ 23,594,004

1/ Reduced to present worth at 4.580%

2/ Per acre-foot of remaining deliveries.

*Acre-feet

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Adjustments of Conservation Minimum Cost Component
 Under Article 22

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

For 2025

[In dollars]

Calendar Year	Calculated Components as of 01/01/2024	Payments Received	Current Overpayment (-) or Underpayment (+)	Adjusted Calculated Component, this Statement
[1]	[2]	[3]	[4]	[5]
2024 2025	\$ 2,488,821 2,552,166	\$ 2,331,159	\$ 157,662	
Bill Year 2025	\$ 2,552,166	\$ 0	\$ 157,662	\$ 2,709,828
Net Minimum Charges				\$ 2,709,828

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Estimated Variable OMP&R Component
 Charges for Water Deliveries During

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

For 2025

Water Deliveries		Variable O.M.P.&R. Component Transportation Charge	
Description [1]	Acre-Feet [2]	Unit Charge [3]	Amount 1/ [2] x [3] = [4]
Reach VCB2-R33A	27,292	123.1995646	\$ 3,362,363
		Sub total	\$ 3,362,363
Prior Year Transportation Variable Over/Under Adjustments (PG) 2/			0
Prior Year Transportation Variable Over/Under Adjustments (FZ) 2/			(339,323)
Prior Year Transportation RAS Over/Under Adjustments 2/			3,104
Total Estimated 2025 Charges			\$ 3,026,144

1/ Derived by multiplying columns 2 (Acre Feet) and 3 (Unit Charge)

2/ Will be applied 1/12 monthly to the actual 2025 water delivery billings.

Disclaimer: Any dollar variances are due to rounding differences.

State of California
 California Natural Resources Agency
 DEPARTMENT OF WATER RESOURCES
 Post Office Box 942836
 Sacramento, California 94236-0001

Municipal Water Quality Investigations Costs ¹

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

For 2025

[In dollars]

Year	Charges
1994	\$ 21,326
1995	28,471
1996	31,850
1997	29,976
1998	0
1999	0
2000	0
2001	0
2002	0
2003	0
2004	0
2005	0
2006	0
2007	0
2008	45,914
2009	30,608
2010	34,507
2011	39,691
2012	44,237
2013	35,390
2014	44,071
2015	39,347
2016	40,206
2017	24,326
2018	27,953
2019	30,027
2020	32,598
2021	30,827
2022	34,450
2023	24,782
2024	38,476
2025	38,476
Total	\$ 747,509

Disclaimer: Any dollar variances are due to rounding differences.

¹ Pursuant to the Municipal Water Quality Investigations Agreements executed in 1994, 1997, 2003, 2006, 2008, 2010, 2014, 2017, 2019, and 2022 these costs are included in the annual Statements of Charges under the Transportation Minimum OMP&R component.

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Bay Delta Conservation Plan, Delta Habitat Conservation and Conveyance Program,
 Delta Conveyance Project and California Waterfix Charges ¹

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

For 2025

[In dollars]

Year	Charges
2007	\$ 33,046 ¹
2008	70,989
2009	323,356
2010	401,435
2011	112,163
2012	289,720
2013	340,984
2014	4,362
2015	-
2016	-
2017	-
2018	-
2019	-
2020	-
2021	-
2022	-
2023	-
2024	-
2025	-
Total	\$ 1,576,055

Disclaimer: Any dollar variances are due to rounding differences.

1. Charges are pursuant to the Agreement for Funding (2007-2012) and the Agreement of Supplemental Funding (2012-2014) for the Costs of Environmental Analysis, Planning and Design of Delta Conservation Measures, Including Delta Conveyance Options. BDCP-DHCCP charges are included as a line item in Attachment 4B and invoiced 1/12th per month, in Invoice 1.

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 Permanent Table A Sales Credit¹

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

For 2025

[In dollars]

State Water Project Repayment Reach	2025 Credit
CA-R1	\$ (89)
CA-R2A	(53)
CA-R2B	(29)
CA-R3	(23)
CA-R4	(39)
CA-R5	(30)
CA-R6	(7)
CA-R7	(38)
CA-R8C	(1)
CA-R8D	(17)
CB1-R31A	(2,303)
Total	\$ (2,628)

Disclaimer: Any dollar variances are due to rounding differences.

1. This credit is to offset charges incurred when a buying contractor in a permanent Table A sale requires downstream capacity from a selling contractor.

FOOTNOTES

Attachment 4A-FZ

1/ From Table B-15 of Appendix B to Bulletin 132-24, "Management of the California State Water Project".

2/ Payments in 2024 are assumed to be equal to those amounts shown on the Statement of Charges for 2024.

Attachment 4B-FZ

1/ From the Table B-16 of Appendix B to Bulletin 132-24.

2/ Payments in 2024 are assumed to be equal to those amounts shown on the Statement of Charges for 2024.

Attachment 4C-FZ

1/ From Table B-5a of Appendix B to Bulletin 132-24.

2/ From Table B-18 of Appendix B to Bulletin 132-24.

3/ Payments in 2024 are assumed to be equal to current calculated component plus the over/under adjustment for prior years.

Attachments 4A-FZ, 4B-FZ & 4C-FZ

4/ As indicated in this annual redetermination of charges by subtracting the respective annual payment received as shown in Column(3) from the current redetermination of the component shown in Column(2).

5/ Derived by multiplying each respective remainder shown in Column(4) by the applicable "compound amount factor". This factor is numerically equal to $(1+i)^n$, where "i" equals the current project interest rate of 4.580 percent per annum and "n" equals the number of interest periods between the year in which each previous payment was made and the year covered by this statement. The resulting factors for payments in the calendar years previous to this statement are tabulated below:

Calendar Year	"n" Years	Compound Amount Factor	Calendar Year	"n" Years	Compound Amount Factor
1962	63	16.79825471	1999	26	3.20379393
1963	62	16.06258817	2000	25	3.06348626
1964	61	15.35913958	2001	24	2.92932326
1965	60	14.68649797	2002	23	2.80103582
1966	59	14.04331418	2003	22	2.67836663
1967	58	13.42829813	2004	21	2.56106964
1968	57	12.84021622	2005	20	2.44890958
1969	56	12.27788891	2006	19	2.34166148
1970	55	11.74018829	2007	18	2.23911023
1971	54	11.22603585	2008	17	2.14105014
1972	53	10.73440031	2009	16	2.04728451
1973	52	10.26429557	2010	15	1.95762527
1974	51	9.81477871	2011	14	1.87189259
1975	50	9.38494809	2012	13	1.78991450
1976	49	8.97394156	2013	12	1.71152659
1977	48	8.58093475	2014	11	1.63657161
1978	47	8.20513937	2015	10	1.56489922
1979	46	7.84580165	2016	9	1.49636568
1980	45	7.50220085	2017	8	1.43083350
1981	44	7.17364779	2018	7	1.36817126
1982	43	6.85948344	2019	6	1.30825326
1983	42	6.55907769	2020	5	1.25095932
1984	41	6.27182797	2021	4	1.19617453
1985	40	5.99715812	2022	3	1.14378899
1986	39	5.73451723	2023	2	1.09369764
1987	38	5.48337850	2024	1	1.04580000
1988	37	5.24323819	2025	0	1.00000000
1989	36	5.01361464			
1990	35	4.79404727			
1991	34	4.58409569			
1992	33	4.38333878			
1993	32	4.19137385			
1994	31	4.00781589			
1995	30	3.83229670			
1996	29	3.66446423			
1997	28	3.50398187			
1998	27	3.35052770			

6/ Derived by adding the sum of items shows in Column (5) to the 2025 calculated component shown in Column (2).