

1 CCAO Draft 07/27-2001
2 R.O. Draft 05/30-2002
3 R.O. Draft 06/14-2002
4 Rev. R.O. 07/15-2002

5 Amendment to
6 Amendatory Contract
7 No. 14-06-200-5082A
8

9 UNITED STATES
10 DEPARTMENT OF THE INTERIOR
11 BUREAU OF RECLAMATION
12 Central Valley Project, California

13 AMENDMENT TO AMENDATORY CONTRACT BETWEEN
14 THE UNITED STATES AND PLACER COUNTY WATER AGENCY
15 PROVIDING FOR PROJECT WATER SERVICE FROM
16 THE AMERICAN RIVER DIVISION

17 THIS CONTRACT AMENDMENT, made this 27th day of
18 August, 2002, in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts
19 amendatory thereof or supplementary thereto, including but not limited to, the Acts of August
20 26, 1937 (50 Stat. 844), as amended and supplemented, August 4, 1939 (53 Stat. 1187), as
21 amended and supplemented, July 2, 1956 (70 Stat. 483), June 21, 1963
22 (77 Stat. 68), October 12, 1982 (96 Stat. 1262), October 27, 1986 (100 Stat. 3050), as
23 amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively
24 hereinafter referred to as the Federal Reclamation law, between THE UNITED STATES OF
25 AMERICA, hereinafter referred to as the United States, and PLACER COUNTY WATER
26 AGENCY, hereinafter referred to as the Contractor, a public agency of the State of California,
27 duly organized, existing, and acting pursuant to the laws thereof, with its principal place of
28 business in California;

29 WITNESSTH, That:

30 [1st] WHEREAS, on February 26, 2002, the United States and the Contractor
31 entered into Amendatory Contract No. 14-06-200-5082A, hereinafter referred to as the
32 Amendatory Contract; and

33 [2nd] WHEREAS, prior to entering into the Amendatory Contract the parties
34 hereto had agreed that in the event a point of diversion for deliveries of Project Water under
35 the Amendatory Contract was established on the Sacramento River north of the American
36 River and the proposed Auburn Dam was fully completed, the annual quantity of 35,000 acre-
37 feet of Irrigation Water and/or M&I Water set forth in subsection (a) of Article 3 could
38 potentially be increased at the time of contract renewal; and

39 [3rd] WHEREAS, it was further agreed that upon request of the Contractor, the
40 Contracting Officer may petition the California State Water Resources Control Board to
41 include said point of delivery to the water rights permits of the Project; and

42 [4th] WHEREAS, the provisions relating to the agreements identified in the 2nd
43 and 3rd WHEREAS clauses were inadvertently omitted from the Amendatory Contract by
44 mutual mistake, the parties hereto desire to amend subdivision (a) of Article 3 and subdivision
45 (a) of Article 5 of the Amendatory Contract to include the omitted provisions.

46 NOW, THEREFORE, in consideration of the mutual and dependent covenants
47 herein contained, it is hereby agreed as follows:

48 1. Subdivision (a) of Article 3 of the Amendatory Contract is deleted in its
49 entirety, and the following is substituted in lieu thereof:

50 3. (a) During each Year, consistent with all applicable State
51 water rights permits, and licenses, Federal law, and subject to the provisions set forth in
52 Articles 11 and 12 of this Contract, the Contracting Officer shall make available for delivery to
53 the Contractor 35,000 acre-feet of Irrigation Water and/or M&I Water. If agreed to by the
54 Contracting Officer and the Contractor, the 35,000 acre-feet may be increased in any renewal
55 of this Contract (i) if and when a point of diversion for Project Water is established on the
56 Sacramento River as described in Article 5(a) and, (ii) if and when the proposed Auburn Dam
57 is fully completed, the United States obtains the necessary water rights for the Auburn Project,
58 and such action continues to be consistent with Federal and State law. The Contracting Officer
59 agrees to recognize the relevant historic relationship with the Contractor relative to water
60 supplies contemplated from Auburn Reservoir in determining such increased amount. The
61 quantity of Water Delivered to the Contractor in accordance with this subdivision shall be
62 scheduled and paid for pursuant to the provisions of Articles 4 and 7 of this Contract.

63 2. Subdivision (a) of Article 5 of the Amendatory Contract is deleted in its
64 entirety, and the following is substituted in lieu thereof:

65 5. (a) Project Water scheduled pursuant to subdivision (b) of Article 4
66 of this Contract shall be delivered to the Contractor at Folsom Dam and any additional point or
67 points of delivery either on Project facilities or another location or locations mutually agreed to
68 in writing by the Contracting Officer and the Contractor, including a potential point of delivery
69 on the Sacramento River north of the American River. The parties acknowledge that the
70 potential Sacramento River point of delivery may be at a point that, as of the date of this
71 Contract, is not included as an authorized point of delivery under the water rights permits of

72 the Project. Project water will not be delivered to this point of delivery unless and until such
73 point is added to the water right permits of the Project. Upon request of the Contractor, the
74 Contracting Officer may petition the California State Water Resources Control Board to
75 include the necessary point of delivery to the water rights for the Project, and the Contractor
76 shall cooperate with and assist the Contracting Officer in prosecuting such petition in a timely
77 manner. The Contracting Officer shall bear neither responsibility nor liability for existing
78 and/or future constructed non-federal diversion or delivery facilities or the use thereof.

79 3. Except as specifically amended herein, the Amendatory Contract dated
80 February 26, 2002, shall remain in full force and effect as originally written and executed.

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

83 APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

/s/ James E. Turner

84 OFFICE OF REGIONAL SOLICITOR
85 DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA

By: /s/ John F. Davis
for Regional Director, Mid-Pacific Region
Bureau of Reclamation

87
88 (SEAL)

PLACER COUNTY WATER AGENCY

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91 Attest:

By: /s/ Lowell M. Jarvis
President of the Board of Directors

92 By: /s/ Kathleen Smith
93 Secretary of the Board of Directors

94 (I:\amendmenta fnl pcwa.wpd)