

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Cachuma Project, California

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

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18 Carpinteria Valley Water District, the City of Santa Barbara, Goleta Water District, Montecito
19 Water District (Summerland Water District incorporated into Montecito Water District), and
20 Santa Ynez River Water Conservation District Improvement District No. 1, hereinafter referred
21 to as the Cachuma Member Units; and

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

26 (d) WHEREAS, on September 28, 2020, the United States and the Contractor entered
27 into Amendment Contract No. I75r-1802RA which provided for continued water service to the
28 Cachuma Member Units effective October 1, 2020 through September 30, 2023; and

29 (e) WHEREAS, on September 29, 2023, the United States and the Contractor entered
30 into Amendment Contract No. I75r-1802RB, hereinafter referred to as the Amended Contract,
31 attached hereto as Exhibit C; which provided for continued water service to the Cachuma
32 Member Units effective October 1, 2023 through September 30, 2026 following expiration of
33 Contract No. I75r-1802RA; and

34 (f) WHEREAS, the Master Contract as amended by the Amended Contract
35 hereinafter referred to as the Existing Contract; and

36 (g) WHEREAS, the United States has determined that the Contractor to date has
37 fulfilled all of its obligations under the Existing Contract including full repayment of the
38 Cachuma Project as provided for in Exhibit "C" of the Master Contract; and

39 (h) WHEREAS, the Contractor, on behalf of the Cachuma Member Units, and the
40 Cachuma Member Units, have requested a third amendment of the Existing Contract pursuant to

41 that Contract, the Federal Reclamation laws, and the laws of the State of California, for
42 continued water service from the Cachuma Project; and

43 (i) WHEREAS, the environmental compliance requirements for the execution of this
44 Contract have been met by the April 28, 2026 Cachuma Project Water Service Contract
45 Extension Categorical Exclusion (CGB-ED-2026-066); and

46 (j) WHEREAS, the United States and the Contractor mutually commit to negotiate
47 and seek to reach agreement on a long-term repayment contract, that has been delayed for
48 reasons beyond the control of the parties including but not limited to addressing the
49 implementation of State Water Resources Control Board Order 2019-0148 adopted on
50 September 17, 2019, and completion of applicable environmental compliance; and

51 (k) WHEREAS, the United States is required to update standard articles in all new or
52 amended contracts; and

53 (l) WHEREAS, on August 19, 1996 the Contractor authorized the Cachuma
54 Operations and Maintenance Board under Resolution No. 239 to discharge certain obligations of
55 the Contractor under the Master Contract, including, but not limited to, collecting payment from
56 the Cachuma Member Units and remitting payment to the United States for water deliveries; and

57 (m) WHEREAS, the United States is willing to amend the Existing Contract pursuant
58 to the terms and conditions set forth below.

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

61 1. **Article 2 of the Existing Contract, entitled TERM OF CONTRACT –**
62 **RIGHT TO USE OF WATER, is amended as follows:**

63 (a) The first sentence in subdivision (a) of Article 2 of I75r-1802RB is deleted
64 in its entirety and replaced with the following: “This Contract shall be effective as of October 1,
65 2026 (Effective Date) through September 30, 2031.”

66 **2. Article 15 of the Existing Contract, entitled EQUAL EMPLOYMENT**
67 **OPPORTUNITY, is deleted in its entirety.**

68 **3. Article 36, entitled CERTIFICATION OF NONSEGREGATED**
69 **FACILITIES, is deleted in its entirety.**

70 **4. Article 39, entitled COMPLIANCE WITH CIVIL RIGHTS LAWS, is added**
71 **to the Existing Contract as follows:**

72 The Contractor agrees to comply with all applicable Civil Rights Laws.

73

74

IN WITNESS WHEREOF, the parties hereto have executed this Contract

75

Amendment to the Existing Contract on the day and year first above written.

76

THE UNITED STATES OF AMERICA

77

By: _____

78

Regional Director

79

Interior Region 10: California-Great Basin

80

Bureau of Reclamation

81

SANTA BARBARA COUNTY WATER

82

AGENCY

83

By: _____

84

Public Works Director

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APPROVED AS TO FORM:

APPROVED AS TO FORM:

86

By: _____

87

Risk Management

By: _____

Deputy

88

APPROVED AS TO ACCOUNTING FORM:

89

By: _____

90

Deputy

EXHIBIT A – C

(Available upon request)