DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Cachuma Project, California

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

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Exhibit D – Addresses for the Contractor and Member Units
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Cachuma Project, California

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

THIS CONTRACT AMENDMENT, is made this ___ day of ____________, 2020 in
pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory and
supplementary thereto, including but not limited to, the Acts of August 4, 1939 (53 Stat. 1187),
as amended and supplemented, July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October
12, 1982 (96 Stat. 1262), as amended, all collectively hereinafter referred to as the Federal
Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as the
United States, and SANTA BARBARA COUNTY WATER AGENCY, hereinafter referred to as
the Contractor, a public agency of the State of California, duly organized, existing, and acting
pursuant to the laws thereof;

WITNESSETH, That;

EXPLANATORY RECITALS

a. WHEREAS, the United States has constructed and is operating the Cachuma
Project, for diversion, storage, carriage, and distribution of waters of the Santa Ynez River and
its tributaries for irrigation, municipal, domestic, and industrial uses; and

b. WHEREAS, on September 12, 1949, the Contractor and the United States entered
into Contract No I75r-1802, which required the United States to furnish Cachuma Project water,
in stated quantities not to exceed 32,000 acre-feet per year in the aggregate plus surplus water, to
Carpinteria Valley Water District, the City of Santa Barbara, Goleta Water District, Montecito Water District (Summerland Water District incorporated into Montecito Water District), and Santa Ynez River Water Conservation District Improvement District No. 1; and

c. WHEREAS, on April 14, 1996, the United States and the Contractor entered into Contract No. 175r-1802R, hereinafter referred to as the Existing Contract, which provided for the continued water service to the Member Units following expiration of Contract No. 175r-1802; and

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

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

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

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

h. WHEREAS, the United States is required to update standard articles in all new or amended contracts; and
WHEREAS, the United States is willing to extend I75r-1802R pursuant to the terms and conditions set forth below.

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

RENEWAL AND REVISION OF CONTRACT NO. I75R-1802R

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

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

REPLACEMENT OF ARTICLE 10 WITH NEW LANGUAGE

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

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

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

DELETION OF ARTICLE 12 AND REPLACEMENT OF ARTICLE 11 WITH NEW LANGUAGE

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

PROTECTION OF WATER AND AIR QUALITY

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

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

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

REPLACEMENT OF ARTICLE 14 WITH NEW LANGUAGE

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

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

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

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

REPLACEMENT OF ARTICLE 15 WITH NEW LANGUAGE

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

(b) The 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 orientation, gender identity, or national origin.

(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 part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor’s legal duty to furnish information.
(d) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers’ representative of the Contractor’s commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

6. Article 16 in the Existing Contract titled GENERAL OBLIGATION– BENEFITS CONDITIONED UPON PAYMENT is amended and replaced by the following Article 16 in its entirety:

GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT
16. (a) The obligation of the Contractor to pay the United States as provided in this Contract Amendment is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contractor.

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

**REPLACEMENT OF ARTICLE 17 WITH NEW LANGUAGE**

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

**COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS**


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

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

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

REPLACEMENT OF ARTICLE 18 WITH NEW LANGUAGE

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

PRIVACY ACT COMPLIANCE

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

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

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

(d) The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager responsible for making decisions on denials pursuant to 43 C.F.R. §§ 2.61 and 2.64 and amendment requests pursuant to 43 C.F.R. § 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

(e) The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 C.F.R. § 2.64 and each request for amendment of records filed under 43 C.F.R. § 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 C.F.R. § 426.18 unless the requester elects to cite the Privacy Act as authority for the request.
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REPLACEMENT OF SUBDIVISION (A) OF ARTICLE 20 WITH NEW LANGUAGE

9. Subdivision (a) of Article 20 in the Existing Contract titled WATER CONSERVATION is amended and replaced by the following subdivision (a) in its entirety:

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

REPLACEMENT OF ARTICLE 23 WITH NEW LANGUAGE

11. Article 23 in the Existing Contract Titled BOOKS, RECORDS, AND REPORTS is amended and replaced by the following Article 23 in its entirety:

BOOKS, RECORDS, AND REPORTS

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

(b) Nothing in this Article 23 shall be construed to limit or constrain the ability of the Bureau of Reclamation to conduct contract compliance reviews of this Contract in accordance with Reclamation Manual Directives and Standards PEC 05-8, last revised October 11, 2019, as may be further revised, amended, modified, or superseded.

REPLACEMENT OF ARTICLE 24 WITH NEW LANGUAGE

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

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

REPLACEMENT OF ARTICLE 26 WITH NEW LANGUAGE

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

CHANGES IN THE CONTRACTOR'S ORGANIZATION OR SERVICE AREA

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

DELETION OF ARTICLE 28

15. Article 28 in the Existing Contract titled TRANSITION FROM PHASE I CONTRACT, is deleted in its entirety.

REPLACEMENT OF ARTICLE 29 WITH NEW LANGUAGE

16. Article 29 in the Existing Contract titled NOTICES is replaced by the following Article 29 in its entirety:

NOTICES

29. Any notice, demand, or request authorized or required by this Contract Amendment shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, South-Central California Area Office, 1243 “N” Street, Fresno, California 93721, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Directors as listed in Exhibit D. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.
ARTICLES 12 AND 33 THROUGH 36 ARE ADDED TO THE EXISTING CONTRACT

17. Articles 12 and 33 through 36 are added to the Existing Contract:

CONSTRAINTS ON AVAILABILITY OF WATER

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

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

CONFIRMATION OF CONTRACT

33. Promptly after the execution of this Contract Amendment, the Contractor will provide evidence to the Contracting Officer that, pursuant to the laws of the State of California, the Contractor is a legally constituted entity and the Contract Amendment is lawful, valid, and binding on the Contractor. This Contract Amendment will not be binding on the United States until the Contractor provides evidence to the Contracting Officer’s satisfaction. In addition to other forms of evidence to meet the requirements of this Article, the Contractor may provide or the Contracting Officer may require a certified copy of a final decree of a court of competent jurisdiction in the State of California, confirming the proceedings on the part of the Contractor for the authorization of the execution of this Contract Amendment.

MEDIUM FOR TRANSMITTING PAYMENTS

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

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

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

PRESERVATION OF EXISTING CONTRACT

36. Except as expressly modified by the provisions of this Contract Amendment, the Existing Contract, along with all amendments to the Existing Contract, shall remain in full force and effect. Exhibits A through D may be modified without further amendment to this Contract Amendment.
IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment to Contract No. 175r-1802RA on the day and year first above written.

THE UNITED STATES OF AMERICA

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

SANTA BARBARA COUNTY WATER AGENCY

By: ___________________________
Public Works Director

APPROVED AS TO FORM:

By: ___________________________
Risk Management

By: ___________________________
Deputy

APPROVED AS TO ACCOUNTING FORM:

By: ___________________________
Deputy
EXHIBIT D

Contractor:

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

With a copy to:

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

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

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

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

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

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