

Placer County Water Agency

**United States
Department of the Interior
Bureau of Reclamation**

Water Supply Agreements



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
REGIONAL OFFICE, REGION 2
P. O. Box 2511
Sacramento 11, California

1449

IN REPLY REFER TO

Mr. Frank Paoli, Chairman
Placer County Water Agency
Placer County Court House
Auburn, California

FE: 231062

Dear Mr. Paoli:

For the past year negotiations have been under way between my office and your Agency with respect to use of the American River water in western Placer County. These negotiations have been conducted with a view to resolving the apparent conflict between proposed diversions into western Placer County under your Middle Fork American River project and the Central Valley Project as to respective rights to the use of water from the American River; to assure the United States optimum accomplishments in the operation of Folsom Reservoir as a unit of the Central Valley Project; to assure the need for the construction of the Auburn Unit of the Central Valley Project; and to provide a firm water supply to your Agency for western Placer County's future water needs. Our negotiations have resulted in an agreement on the following terms to be incorporated in a contract between the United States and the Placer County Water Agency. The Commissioner of Reclamation and the Secretary of the Interior have approved these terms.

(a) The Agency, pursuant to water permits to be obtained by it from the State Water Rights Board, may divert the following amounts of water from the natural flow of the American River and from the natural flow of the American River as regulated by its works without charge into western Placer County during a normal year on the basis of 5-year intervals:

1967 thru 1971	5,000 acre-feet
1972 thru 1976	15,000 acre-feet
1977 thru 1981	20,000 acre-feet
1982 thru 1986	25,000 acre-feet
1987 thru 1991	30,000 acre-feet
1992 thru 1996	40,000 acre-feet
1997 thru 2001	55,000 acre-feet
2002 thru 2006	70,000 acre-feet
2007 and thereafter	120,000 acre-feet

EXHIBIT G

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(b) The Agency will require the following minimum amounts of water from the American River for use in its service area in western Placer County on the basis of 5-year intervals:

1967 thru 1971	5,000 acre-feet
1972 thru 1976	10,000 acre-feet
1977 thru 1981	20,000 acre-feet
1982 thru 1986	25,000 acre-feet
1987 thru 1991	30,000 acre-feet
1992 thru 1996	55,000 acre-feet
1997 thru 2001	90,000 acre-feet
2002 thru 2006	155,000 acre-feet
2007 thru 2011	237,000 acre-feet

(c) The Agency will be required to purchase the following minimum amounts of water from the Central Valley Project during normal years on the basis of 5-year intervals:

1967 thru 1971	0
1972 thru 1976	0
1977 thru 1981	0
1982 thru 1986	0
1987 thru 1991	0
1992 thru 1996	0
1997 thru 2001	15,000 acre-feet
2002 thru 2006	35,000 acre-feet
2007 thru 2011	85,000 acre-feet
	117,000 acre-feet

(d) The definition of critical dry years will be the same as that applied to the American River service area.

(e) Deficiencies during critical dry years will be imposed on all water purchased by the Agency from the Central Valley Project but only on the agricultural portion of the water taken by the Agency without charge under its water permits to be obtained by it from the State Water Rights Board.

(f) Water the Agency will receive without charge can be used by it for either municipal, industrial or agricultural purposes upon demonstration of the such use made of these waters.

(g) The Agency will pay for Central Valley Project water a basic charge of \$1.50 per acre-foot for irrigation water and \$9.00 per acre-foot for municipal and industrial water, and in addition a surcharge,

001451

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If the Auburn Dam and Reservoir has been constructed by the Federal Government, of the following amounts:

1992-1997	--	\$ 5,000 per year
1997-2002	--	\$10,000 per year
2002-2007	--	\$30,000 per year
2007-2011	--	\$45,000 per year

(h) The Agency may divert water under the schedule set forth under (a) above either from the American River prior to the construction of Auburn Reservoir or from Auburn Reservoir after its authorization and construction.

(i) Water to be purchased from the Central Valley Project under Federal Reclamation law will be for a period of 40 years with option to renew.

(j) Acceptance by your Agency of a normal water surface elevation of the proposed Auburn Reservoir of 934.5 feet and willingness of your Agency to construct and operate the American Bar features of your plan to recognize this elevation.

Approval of terms of the agreement and execution of the agreement with these terms included is done with the understanding that your Agency will withdraw its protest to water right permit requests by the United States for Auburn Reservoir and withdrawal of protests by the United States to permits requested by the Agency for its Middle Fork American River project, which permits would be consistent with the terms of the agreement.

A formal indication of your willingness to include the above items into an agreement with the United States, and your assurance that the Agency will withdraw its protest to requests by the United States for permits for Auburn Reservoir, will be appreciated.

Sincerely yours,

W. D. Dugan
Regional Director



IN REPLY
REFER TO

2-100

80-141-6
ADDRESS ALL
COMMUNICATIONS TO
THE REGIONAL DIRECTOR

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
REGIONAL OFFICE, REGION 2
P. O. BOX 2511
SACRAMENTO, CALIFORNIA
(TOWN AND COUNTRY AREA)

July 16, 1962

Mr. Frank Paoli, Chairman
Placer County Water Agency
Placer County Courthouse
Auburn, California

Dear Mr. Paoli:

As you know, the President on May 15, 1962, approved a statement of policies, standards, and procedures for uniform application in the formulation, evaluation, and review of comprehensive river basin plans and individual project plans for use and development of water and related land resources. Pursuant to those policies the Secretary of the Interior is presently studying the feasibility of increasing the capacity of the proposed Auburn Reservoir on the American River to ascertain if a more comprehensive development of its basin could be accomplished thereby. In order to assure full comprehensive development, I urge, with the concurrence of the Commissioner of Reclamation and the Secretary of the Interior, that the terms of the agreement contained in the letter of February 23, 1962, to you concerning the development by your Agency of its project on the Middle Fork of the American River be amended and supplemented in the manner and to the extent hereinafter set out.

Paragraph (c) is amended to read as follows:

"(c) The Agency will be required to purchase the following minimum amounts of water from the Central Valley Project during normal years on the basis of 5-year intervals:

1967 thru 1971	0
1972 thru 1976	0
1977 thru 1981	0
1982 thru 1986	0
1987 thru 1991	0
1992 thru 1996	15,000 acre-feet
1997 thru 2001	35,000 acre-feet
2002 thru 2006	85,000 acre-feet
2007 thru 2011	117,000 acre-feet

If the Auburn Dam and Reservoir has been constructed by the Federal Government, water under the above schedule shall be delivered to the Agency at Auburn Reservoir. Otherwise said water shall be delivered to the Agency at points mutually agreed upon."

Paragraph (j) is amended to read as follows:

"(j) Acceptance by your Agency of a maximum water surface elevation of the proposed Auburn Reservoir up to 1140 feet and willingness of your Agency to construct and operate its project so as not to include any feature which would be interfered with by a maximum water surface elevation of 1140 feet, provided, however, that the Agency shall not be precluded from later including features which are consistent with the maximum water surface elevation of Auburn Dam and Reservoir as actually constructed."

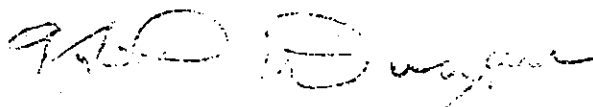
The following provision shall be added to and made a part of the said letter:

"(K) Commencing with the year following the retirement of the bonds issued for the construction of the Agency's project and continuing thereafter so long as the Agency's project is economically feasible for operation as a water development project, it shall be operated so as to maximize its yield for the development, conservation, and use of water for consumptive purposes."

Except as hereinabove provided the provisions of the letter of February 23, 1962, shall remain in full force and effect. We believe that the construction and operation of the respective projects as provided in the February 23, 1962, letter as hereinabove modified will assure full comprehensive development of the American River basin.

If you concur, please furnish us a certified copy of a resolution of acceptance by the Board of Directors of your Agency and execute the attached copy of this letter at the place indicated. Upon the delivery to me of the executed copy of this letter and the certified copy of the resolution, the terms of the agreement contained in the letter of February 23, 1962, shall be deemed to be and shall be amended in the particulars hereinabove set out.

Sincerely yours,



H. P. Dugan
Regional Director

Accepted:

Placer County Water Agency

By


Chairman

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL VALLEY PROJECT, CALIFORNIA

CONTRACT RELATING TO PLACER COUNTY WATER AGENCY
MIDDLE FORK AMERICAN RIVER PROJECT RESERVOIRS

THIS CONTRACT, made this 20th day of February

1963, in pursuance generally of the act of Congress approved June 17, 1902 (32 Stat. 388), and all acts of Congress amendatory thereof or supplementary thereto, all of which are commonly known and referred to as the Federal Reclamation Laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the "United States", represented by the officer executing this contract, and PLACER COUNTY WATER AGENCY, hereinafter referred to as the "Agency";

WITNESSETH THAT:

WHEREAS, the United States has constructed a dam and reservoir in and across the American River at a point upstream from Folsom, Sacramento County, California, and will utilize said dam and reservoir and their related works for the diversion and storage of waters of the American River primarily for flood control, domestic and irrigation purposes, and the generation of electric energy, said dam being known as Folsom Dam and the reservoir created thereby being known as Folsom Lake; and

WHEREAS, Agency desires and intends to construct a series of diversion dams and storage reservoirs on various tributaries of the American River upstream from said Folsom Dam within Placer and El Dorado

Counties, California, to be known as Middle Fork American River Project, which includes those works delineated upon attached map marked Exhibit "A", for the purpose of diverting and storing each year a part of the natural runoff of such tributaries; and

WHEREAS, Agency has filed an application and is seeking to obtain a license under the Federal Power Act with respect to said Middle Fork American River Project, such application being designated in the files of the Federal Power Commission as Project No. 2079; and

WHEREAS, in accordance with the laws of the State of California, Agency has filed applications and is seeking to obtain permits to appropriate and apply to beneficial use waters of the American River and its tributaries in connection with the operation of the Middle Fork American River Project, such applications being designated in the files of the State Water Rights Board as Nos. 18084, 18085, 18086, and 18087; and

WHEREAS, the construction of the Middle Fork American River Project and the operation of said project by Agency as provided in this contract will assist and be of benefit in use, distribution and/or regulation of the waters of the American River and its tributaries and it is mutually beneficial and desirable that the parties hereto provide for and agree as to the operation of said Middle Fork American River Project;

NOW, THEREFORE, in consideration of the agreements hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. The United States consents and agrees that as against it the Agency shall have the right to store and release waters of the American River and its tributaries subject to the conditions and limitations as follows:

(a) After completion of each of the Agency's reservoirs and until commencement of operations of any powerplant served by each such reservoir, storage in each such reservoir up to the maximum water level will be made only during such times and in such amounts as indicated by the United States and after notification by the United States that any or all of the following conditions prevail:

- (i) releases are being made by the United States from Folsom Reservoir for flood control purposes;
- (ii) capacity is not available in Folsom Reservoir to store and regulate the inflow thereto;
- (iii) the forecasts made by the United States indicate that subsequent inflow to Folsom Reservoir will enable the United States to meet its requirements and to fill Folsom Reservoir or will result in releases from it for flood control purposes.

(b) The Agency may retain water stored in the Middle Fork American River Project reservoirs for such periods of time, including periods of several years duration, and may withdraw such water from storage at such times, in such amounts, and at such rates as determined to be desirable subject only to the following conditions and limitations:

- (1) During a dry year the United States will require the Agency to release and thereupon the Agency shall release water from its Middle Fork American River Project such that the total quantity stored by the said project shall be no more at the end of such year than it was at the beginning. The term "dry year" shall apply to any period commencing on October 1 and ending on the following September 30 during which the estimated natural inflow to Folsom Reservoir for the period commencing with the intervening April 1 through the following September 30 is less than 600,000 acre-feet. The said estimate shall be made by the United States and is to be based in part on the runoff estimates of the California Cooperative Snow Survey Program.
- (11) The United States may require the Agency to release and thereupon the Agency shall release from its Middle Fork American River Project during each July, August, September, October, November, and December such amount of water so that the total quantity stored by said project shall be no more at the end of each such month than it was at the beginning of said month: Provided, however, That the Agency may increase the total quantity of water stored by the said project during November or December in which

the natural inflow and the Duncan Creek Diversion to the Agency's French Meadows Reservoir in each such month exceeds 19,000 acre-feet and the natural inflow and the diversions from the North and South Fork Long Canyon Creek to the Agency's Hall Hole Reservoir in each such month exceeds 45,000 acre-feet.

(iii) Nothing herein contained shall be construed to require the Agency to release water from its project at a rate greater than the maximum discharge capacity of the turbines of the powerplants shown and having the generating capacity specified on said Exhibit "A".

2. Agency agrees to install, operate, and maintain such equipment and to make such computations as may be necessary to record all stream diversions and changes in storage in its various project facilities. The Agency will furnish each day to the United States daily releases from and storage in the Agency's reservoirs and will also furnish to the United States forecasts of projected operations as they are adopted. Authorized representatives of the United States shall have access to such equipment at all reasonable times and shall be supplied with copies of all such records, forecasts of operations, and computations upon request.

3. It is to be understood that this agreement relates only to the operation of the reservoirs of the Agency's Middle Fork American River Project and is not intended to cover diversions of water other than to

said reservoirs. Nothing herein is to be construed as an allocation of water rights as between the United States and the Agency or as between the signatories hereto and any third parties.

4. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made by a corporation or company for its general benefit.

5. This contract shall inure solely to the benefit of the parties hereto and their respective successors and assigns. No other person, partnership, association, district or corporation shall acquire or have any right under or by virtue of this contract. This contract shall be binding upon any respective successors and assigns of the parties hereto.

6. This contract shall be effective in the year in which the Agency first accumulates storage in its project reservoirs and shall expire simultaneously with the termination of any license or extension thereof issued by the Federal Power Commission for the Agency's Middle Fork American River Project.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents in triplicate original as of the day and year first hereinabove written.

APPROVED AS TO LEGAL
FORM AND CONTENT

[Signature]
ASSISTANT REGIONAL DIRECTOR
BUREAU OF RECLAMATION

THE UNITED STATES OF AMERICA

By *[Signature]*
Regional Director, Region 2
Bureau of Reclamation

PLACER COUNTY WATER AGENCY

By *[Signature]*
Chairman

R.O. Draft 5/5-1970

Rev. W.O. 8/3-1970

EXHIBIT A to Complaint

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

CONTRACT No.

14-06-200-5082A

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND PLACER COUNTY
WATER AGENCY FOR WATER SERVICE AND FOR DIVERSION OF WATER

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CONTRACT No.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

14-06-200-5082A

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND PLACER COUNTY WATER
AGENCY FOR WATER SERVICE AND FOR DIVERSION OF WATER

THIS CONTRACT, made this 18th day of September 19 20,

in pursuance generally of the Act of June 17, 1902 (32 Stat. 388 ,
and acts amendatory thereof or supplementary thereto, all collectively
hereinafter referred to as the Federal reclamation laws, between THE
UNITED STATES OF AMERICA, hereinafter referred to as the United States,
and PLACER COUNTY WATER AGENCY, hereinafter referred to as the Agency,
a political subdivision of the State of California, duly organized,
existing, and acting pursuant to the laws thereof, including but not
restricted to the Placer County Water Agency Act, with its principal
place of business in Auburn, California,

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the lands and inhabitants of Placer County are
in need of additional water for agricultural, municipal, industrial,
and domestic uses; and

WHEREAS, the United States proposes to construct the
Auburn Dam and Reservoir as a Unit of the Central Valley Project
for storage, diversion, and beneficial use of waters of the

1 (b) "Project" shall mean the Central Valley Project,
2 California, of the Bureau of Reclamation;

3 (c) "Auburn-Folsom South Unit" shall mean the Project works
4 of the Auburn-Folsom South Unit of the Project;

5 (d) "District" shall mean any of the following lying within
6 or partially within the Agency: irrigation districts, county
7 water districts, water conservation districts, water districts,
8 soil conservation districts, municipalities, towns, flood control
9 districts, and any other districts or political subdivisions of
10 the State empowered by law to appropriate and deliver water to
11 water users;

12 (e) "service area of the Agency" shall mean all of the terri-
13 tory within the exterior boundaries of the County of Placer;

14 (f) "year" shall mean a calendar year;

15 (g) "diversion water" shall mean water to which the Agency
16 has acquired rights thereto under permits, Nos. 13855, 13856,
17 13857, and 13858, issued by the California State Water Rights
18 Board;

19 (h) "Project water" shall mean water which is not diversion
20 water and which shall be furnished to the District pursuant to
21 the terms of this contract;

1 the term of a contract under subsection (d), Section 9 of the 1939
2 Reclamation Project Act (53 Stat. 1187), the portions of this contract
3 pertaining to the furnishing of Project water for agricultural use may
4 be converted to a contract under said subsection (d) upon terms and
5 conditions agreeable to the United States and the Agency.

6 (b) The right to the beneficial use of Project water
7 furnished to the Agency pursuant to this contract and any renewal
8 hereof shall not be disturbed so long as the Agency fulfills all of
9 its obligations under this contract and any such renewal.

10 (c) Nothing herein contained shall be construed to allow
11 the Agency the right to the storage of its diversion water in Auburn
12 Reservoir.

13 (d) Letters between the Agency and the United States dated
14 February 23, 1962, and July 16, 1962, are hereby superseded.

15 WATER TO THE AGENCY

16 3. (a) To the extent that diversion water and Project water
17 are available, as determined by the Contracting Officer, the Agency
18 each year will take diversion water and divert Project water in accord-
19 ance with the provisions of subdivision (b) of this article, but in
20 no event shall the Agency take in excess of one hundred and twenty
21 thousand (120,000) acre-feet of diversion water nor shall the United
22 States be obligated to furnish in excess of one hundred and seventeen

	<u>Diversion Water</u>	<u>Project Water</u>	<u>Total</u>	
	<u>(Acre-feet per year)</u>			
1				
2				
3	1970 - 1971	5,000	0	5,000
4	1972 - 1976	15,000	0	15,000
5	1977 - 1981	20,000	0	20,000
6	1982 - 1986	25,000	0	25,000
7	1987 - 1991	30,000	0	30,000
8	1992 - 1996	40,000	15,000	55,000
9	1997 - 2001	55,000	35,000	90,000
10	2002 - 2006	70,000	85,000	155,000
11	2007 - 2011	120,000	117,000	237,000

(c) The parties hereto by agreement at any time or times after the initial delivery of water as provided herein may increase the quantity of Project water required to be furnished to the Agency for the years specified in the table in subdivision (b): Provided, That any such increase shall obligate the Agency annually to accept and pay, or pay, for such amount until a greater scheduled quantity is reached in said table. In no event, however, shall the United States be required to furnish more than one hundred and seventeen thousand (117,000) acre-feet of Project water in any year.

(d) The quantity of diversion water which the Agency may take for the years specified in said table is contingent upon the right of the Agency to continue to take said quantities of water

1 industrial, and domestic use during the year for which said schedule
2 is submitted. Within the provisions hereof, the United States shall
3 attempt to furnish Project water in accordance with said schedule,
4 or any revision increasing the quantities thereof satisfactory to the
5 Contracting Officer submitted by the Agency within a reasonable time
6 before the desired change of time or quantity, or both, for delivery
7 as nearly as may be feasible. Such revision shall create an obligation
8 on the part of the Agency to pay for the additional water requested.

9 SUBCONTRACTS--RESALE OF WATER

10 5. (a) The Agency may without the consent of the United States
11 enter into subcontracts with Districts for the resale and distribution
12 of Project water furnished pursuant to this contract. Each such
13 subcontract shall be subject to the obligations and limitations
14 imposed by this contract and shall so provide and likewise contain
15 a provision whereby the subcontractor agrees to the provisions of this
16 contract: Provided, That nothing herein or therein contained shall be
17 deemed in any way to release the Agency from its primary liability to
18 the United States hereunder with respect to each and all of the
19 obligations undertaken by the Agency in this contract.
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quantities requested in a schedule submitted pursuant to Article 4
and at the rates set forth in subdivision (a) of this article.

(c) For the year 1992 and each year thereafter the Agency shall make payment of the amount due to the United States for the quantities of Project water to be used for agricultural and municipal, industrial, and domestic purposes required to be furnished that year by the United States to the Agency, either pursuant to the tabulation set forth in subdivision (b) of Article 3 or for quantities of Project water scheduled pursuant to Article 4, whichever is the greater. The Agency shall pay one-half (1/2) of the amount payable for each year before January 1 of said year and the remainder of said amount before July 1 of such year or on such other date or dates of the respective year as may be specified by the Contracting Officer in a written notice to the Agency: Provided, That at any time during any year that the quantity of Project water furnished or used as provided in subdivision (f) of this article equals the quantity for which payment has been made as herein provided, the Agency will pay in advance of any further delivery for the total quantity of Project water to be furnished to it until the next payment is due.

(d) In the event the Agency is unable, fails, or refuses to accept delivery of the quantities of Project water available for delivery to and required to be accepted by the Agency pursuant to

1 POINTS OF DELIVERY--MEASUREMENT AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

2 7. (a) All Project water furnished pursuant to this contract shall
3 be delivered at Auburn Reservoir or such other location mutually agreeable.

4 (b) All diversion and Project water taken pursuant to this
5 contract shall be measured by the Agency at the point of delivery,
6 specified in subdivision (a) of this article, with equipment installed,
7 operated, and maintained by the Agency to the satisfaction of the
8 Contracting Officer and without expense to the United States. Upon the
9 request of the Contracting Officer, the Agency shall investigate the
10 accuracy of said measuring equipment and shall adjust any errors
11 disclosed by such investigation. The Contracting Officer together with
12 the Agency may inspect said measuring equipment for the purpose of
13 determining the accuracy thereof. In the event said facilities are
14 found to be defective or not operating properly, they shall be
15 repaired or replaced by the Agency. In the event the Agency neglects
16 or fails to make the repairs or replacements within such reasonable
17 time as may be necessary to satisfy the operating requirements of
18 the United States, the Contracting Officer may cause the repairs
19 or replacements to be made and the cost thereof shall be paid
20
21
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1 a report to the Contracting Officer before the 10th day of each month
2 of the quantity of water utilized for agricultural use during the
3 preceding month.

4 (d) The division of diversion and Project water used for
5 agricultural and municipal, industrial, and domestic purposes shall
6 be determined as follows:

7 (1) The total quantity of Project and diversion water
8 used for agricultural purposes shall be that amount measured by
9 the Agency pursuant to subdivision (c) of this article.

10 a. The Project water portion of the agricultural
11 water shall be that quantity specified in the schedule or
12 any revision thereof submitted by the Agency pursuant to
13 Article 4 hereof.

14 b. The diversion water portion of the agricultural
15 water shall be the total agricultural use less the quantity
16 of Project water used for agricultural purposes.

17 (2) The total quantity of Project and diversion water
18 used for municipal, industrial, and domestic purposes shall be
19 that quantity taken at the point of delivery pursuant to sub-
20 division (a) of this article less the quantity of water used for
21 agricultural purposes as determined pursuant to (1) of this
22 subdivision.

control, carriage, handling, use, disposal, or distribution of such water beyond such delivery point: Provided, That the United States reserves the right to all waste, seepage, and return-flow water derived from water taken by the Agency hereunder and which escapes or is discharged beyond the boundaries of the service area of the Agency and nothing herein shall be construed as an abandonment or a relinquishment by the United States of the right to use any such water, but this shall not be construed as claiming for the United States any right as waste, seepage, or return flow to water being used pursuant to this contract for surface irrigation or underground storage within the service area of the Agency or Districts by the Agency or Districts, or those claiming by, through, or under the Agency or Districts,

UNITED STATES NOT LIABLE FOR WATER SHORTAGE

8. (a) There may occur at times a shortage during any year in the quantity of diversion and Project water available to the Agency pursuant to this contract on account of drought, errors in operation, or other causes but in no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom. In any year in which such a shortage may occur, the United States reserves the right to apportion the available water supply among the Agency and others entitled under the then existing contracts to receive water from the same Project water supply. For the purposes of apportioning the

1 contractual commitments, the quotient thus obtained being herein
2 referred to as the Agency's agricultural contractual entitlement.

3 (4) The available supply shall be multiplied by the
4 Agency's agricultural contractual entitlement and the result
5 shall be the quantity of diversion and Project agricultural water
6 required to be delivered by the United States to the Agency for
7 the respective year, but in no event shall such quantity exceed
8 the total quantity of diversion and Project agricultural water
9 agreed to be accepted by the Agency pursuant to Article 3.

10 (b) In the event of a shortage of water amounting to more
11 than twenty-five percent (25%) of the contractual commitments for
12 agricultural water, the amount of said shortage in excess of twenty-
13 five percent (25%) shall be deducted on an equal percentage basis
14 from the reduced contractual commitments for agricultural water result-
15 ing from the application of a twenty-five percent (25%) shortage, and
16 the contractual commitments of contractors for municipal, industrial,
17 and domestic water for the respective year. Insofar as determined by
18 the Contracting Officer to be practicable, in the event a shortage
19 appears probable the United States will notify the Agency of such
20 determinations in advance of the irrigation season.

21 (c) Deficiencies will not be imposed on the Agency's diver-
22 sion water used for municipal, industrial, and domestic purposes.

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(e) Commencing with the year following the retirement of the bonds issued for construction of the Agency's Middle Fork American River Project works and continuing thereafter so long as those works are economically feasible for operation as a water development project, the Agency shall operate its works so as to maximize water yield of such works consistent with the irrigation or municipal, industrial, and domestic demand, or both.

1 paid or owing to the United States for such water plus the special
2 expense, if any, incurred by the selling District in handling such
3 water plus a fair proportion of the cost of the facilities of the
4 selling unit used in handling such water, the Agency shall pay to
5 the United States the amount of such excess. Any such water used by
6 the purchasing District for municipal, industrial, and domestic use
7 shall be paid for by the Agency at the rate established pursuant to
8 subdivision (a) of Article 6 for water for municipal, industrial, and
9 domestic use. Any amounts coming due to the United States as a result
10 of sales of water by one District to another District shall be paid
11 for by the Agency prior to the delivery of such water.

12 ADJUSTMENTS

13 13. The amount of any overpayment by the Agency by reason of
14 the quantity of water actually available for the Agency during any
15 year, as conclusively determined by the Contracting Officer, having
16 been less than the quantity of such water which the Agency otherwise
17 under the provisions of this contract would have been required to
18 receive and pay for shall be applied first to any accrued indebted-
19 ness arising out of this contract then due and owing to the United
20 States by the Agency and any amount of such overpayment then remaining
21 shall, at the option of the Agency, be refunded to the Agency or credited
22 upon amounts to become due to the United States from the Agency under the
23 provisions hereof in the ensuing year.

1 CHARGES A GENERAL OBLIGATION--LEVIES THEREFOR

2 16. (a) The Agency as a whole is obligated to pay to the United
3 States the charges becoming due as provided in this contract notwith-
4 standing the default in the payment to the Agency by a District or
5 individual water users of assessments, tolls, or other charges levied
6 by the Agency.

7 (b) The Agency or the Districts shall cause to be levied
8 and collected all necessary assessments, tolls, and other charges and
9 shall use all the authority and resources of the Agency to meet its
10 obligations hereunder.

11 ALL BENEFITS CONDITIONED UPON PAYMENT

12 17. Should any assessment levied by the Agency against any tract
13 of land or District in the Agency's service area and necessary to meet
14 the obligations of the Agency under this contract be judicially deter-
15 mined to be irregular or void, or should the Agency or its officers
16 be enjoined or restrained from making or collecting any assessments
17 upon such land or from such District as provided for herein, then such
18 tract shall have no right to any water available to the Agency pursuant
19 to this contract, except upon the payment by the landowner of his
20 assessment or a toll charge for such water, notwithstanding the existence
21 of any contract between the Agency and the owner or owners of such tract.
22 Contracts between the Agency and the Districts shall provide that such

(b) No Project water shall be furnished for use by any District during any period in which the Agency is in arrears in the advance payment of charges accrued under this contract with respect to such District unless the District makes the necessary payment direct to the United States, in which event the Agency shall be relieved of its obligation to make such payment for such year.

(c) No Project water furnished by the United States for use by any District pursuant to this contract shall be furnished by such District to lands or parties that are in arrears in the payment to such District of assessments, rates, tolls, or other charges levied or established by such District if such assessments, rates, tolls, or other charges are necessary for the purpose of raising revenues to meet the payments then due to the United States from the Agency for the District for such water.

(d) The United States may, at its option, terminate all rights of any District to be furnished Project water pursuant to this contract on sixty (60) days written notice to the Agency upon the failure of the Agency for a period of one (1) year to make any of the payments required in this contract to be made by the Agency to the United States upon behalf of such District at the times and in the manner provided if the Agency does not pay said delinquent charges within such 60-day period: Provided, however, That if the Agency or

1 BOOKS, RECORDS, AND REPORTS

2 20. The Agency shall require each District to establish and
3 maintain accounts and other books and records sufficient to enable
4 the Agency to furnish to the Bureau of Reclamation information per-
5 taining to its financial transactions, crop production, water use,
6 and to such other matters as the Contracting Officer may require.
7 Reports thereon shall be furnished to the United States in such form
8 and on such date or dates as may be required by the Contracting
9 Officer. Each party shall have the right during office hours to
10 examine and make copies of the other party's books and official
11 records relating to matters covered by this contract.

12 CHANGES IN AGENCY OR DISTRICT ORGANIZATIONS

13 21. After execution of this contract and continuing as long as
14 this contract is in effect, no change shall be made in any District
15 with which the Agency has a water supply contract or in the Agency
16 by inclusion or exclusion of lands, by dissolution, consolidation,
17 or merger, or otherwise, except upon the Contracting Officer's written
18 consent thereto.

19 LAND NOT TO RECEIVE PROJECT WATER
20 FURNISHED TO AGENCY BY THE UNITED STATES
21 UNTIL THE OWNERS THEREOF EXECUTE CERTAIN CONTRACTS

22 22. (a) No Project water made available pursuant to this
contract shall be furnished to any excess lands as defined in

1 from the underground, the Agency or District will not be deemed to
2 have furnished such Project water to said lands within the meaning
3 of this contract if such Project water reached the underground strata
4 of the aforesaid excess land as an unavoidable result of the furnishing
5 of Project water by the Agency or District to nonexcess lands, or to
6 excess lands with respect to which a recordable contract has been executed.

7 VALUATION AND SALE OF EXCESS LANDS

8 23. (a) The value of the excess irrigable lands within the
9 Agency or District as defined in Article 24 held in private ownership
10 of large landowners, as defined in said article for the purposes of
11 this contract, shall be appraised in a manner to be prescribed by the
12 Secretary. At the option of the large landowner, however, the value
13 of such land may be appraised, subject to the approval thereof by the
14 Secretary, by three appraisers. One of said appraisers shall be
15 designated by the Secretary and one shall be designated by the Agency
16 and the two appraisers so appointed shall name the third. If the
17 appraisers so designated by the Secretary and the Agency are unable
18 to agree upon the appointment of the third, the Presiding Justice of
19 the Third District Court of Appeal of the State of California shall
20 be requested to name the third appraiser.

21 (b) The following principles shall govern the appraisal:

1 the Agency and said sale price is not in excess of the appraised
2 value fixed as provided herein.

3 (f) The Agency agrees to take all reasonable steps requested
4 by the Contracting Officer to ascertain the occurrence and conditions
5 of all sales of irrigable lands of large landowners in the Agency or
6 each District made subsequent to the execution of this contract and
7 to inform the United States concerning the same.

8 (g) A true copy of this contract, of each recordable contract
9 executed pursuant to this article and Articles 22 and 24 hereof, and of
10 each appraisal made pursuant thereto shall be furnished to the Agency
11 by the United States and shall be maintained on file in the office of
12 the Agency and in the office of each District, and like copies in
13 such offices of the Bureau of Reclamation as may be designated by the
14 Contracting Officer and shall be made available for examination during
15 the usual office hours by all persons who may be interested therein.

16 EXCESS LANDS

17 24. (a) As used herein the term "excess land" means that part
18 of the irrigable land in excess of one hundred and sixty (160) acres
19 held within a District or an area identified by the Agency as being
20 served by the Agency in the beneficial ownership of any single person,
21 whether a natural person, a corporation, or the beneficiary of a
22 trust approved by the Contracting Officer. With respect to land held

1 thereof fixed as provided herein or such lower price as may
2 be approved by the owner of such land, subject to the same
3 conditions on behalf of such large landowner; and the Agency
4 shall require each District to agree that it will refuse to
5 furnish said Project water to any large landowner other than
6 for his nonexcess lands until such owner meets the conditions
7 precedent herein stated; and

8 (2) Within thirty (30) days after the date of notice
9 from the United States requesting such large landowner to design-
10 nate his irrigable lands within the Agency or the District which
11 he desires to designate as nonexcess lands, file in the office
12 of the Agency or District, in duplicate, one copy thereof to be
13 furnished by the Agency or District to the Bureau of Reclamation,
14 his written designation and description of lands so selected to
15 be nonexcess lands and upon failure to do so the Agency or District
16 shall make such designation and mail a notice thereof to such
17 large landowner, and in the event the Agency or District fails
18 to act within such period of time as the Contracting Officer
19 considers reasonable, such designation will be made by the
20 Contracting Officer, who will mail a notice thereof to the Agency
21 or District and the large landowner. The large landowner shall
22 become bound by any such action on the part of the Agency or

1 COMMINGLING OF DIVERSION AND PROJECT WATER--EXISTING WATER RIGHTS

2 26. (a) The provisions of Articles 22, 23, 24, and 25 shall
3 not apply to affect water or water rights now owned or hereafter
4 acquired, other than from the United States, by the Agency or by any
5 District or any landowner therein, nor shall this contract be con-
6 strued as limiting or curtailing any rights which the Agency or any
7 District or landowner therein acquires or has available to it or
8 him under the Federal reclamation laws. Diversion water may be passed
9 through facilities of the United States to facilities of the Agency
10 in the same manner as Project water furnished to the Agency pursuant
11 to this contract. Notwithstanding such commingling of water the
12 provisions of Articles 22, 23, and 24 shall be applicable to the quan-
13 tity of Project water furnished to the Agency pursuant to the terms
14 hereof, and such commingling of water shall not in any manner subject
15 to the provisions of Articles 22, 23, and 24 the quantity of diversion
16 water acquired by or available to the Agency.

17 (b) With respect to the facilities of the Agency or
18 Districts or portions thereof in which commingling is permitted as
19 provided in subdivision (a) of this article, the Agency:

20 (1) At the request of the Contracting Officer shall be
21 responsible for the installation, operation, and maintenance of
22 water measuring equipment at delivery points to excess lands
23 and the Contracting Officer may check and inspect said equip-
24 ment at any time; and

1 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

2 27. The expenditure of any money or the performance of any
3 work by the United States herein provided for which may require
4 appropriation of money by the Congress or the allotment of funds
5 shall be contingent upon such appropriation or allotment being made.
6 The failure of the Congress so to appropriate funds or the absence
7 of an allotment of funds shall not relieve the Agency or any District
8 from any obligations then accrued under this contract and no liability
9 shall accrue to the United States in case such funds are not appro-
10 priated or allotted.

11 OFFICIALS NOT TO BENEFIT

12 28. (a) No Member of or Delegate to Congress or Resident
13 Commissioner shall be admitted to any share or part of this contract
14 or to any benefit that may arise herefrom, but this restriction shall
15 not be construed to extend to this contract if made with a corporation
16 or company for its general benefit.

17 (b) No official of the Agency or District shall receive
18 any benefit that may arise by reason of this contract other than as
19 a landowner within a District and in the same manner as other land-
20 owners within that District.

1 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

2 31. The provisions of this contract shall apply to and bind the
3 successors and assigns of the parties hereto, but no assignment or
4 transfer of this contract or any part or interest therein shall be
5 valid until approved by the Secretary.

6 REMEDIES UNDER CONTRACT NOT EXCLUSIVE--WAIVERS

7 32. Nothing contained in this contract shall be construed as in
8 any manner abridging, limiting, or depriving the United States of any
9 means of enforcing any remedy, either at law or in equity, for the
10 breach of any of the provisions hereof which it would otherwise have.
11 Any waiver at any time by either party to this contract of its rights
12 with respect to a default, or any matter arising in connection with
13 this contract, shall not be deemed to be a waiver with respect to any
14 subsequent default or matter.

15 DETERMINATIONS

16 33. (a) Where the terms of this contract provide for action
17 to be based upon the opinion or determination of either party to this
18 contract, whether or not stated to be conclusive, said terms shall
19 not be construed as permitting such action to be predicated upon
20 arbitrary, capricious, or unreasonable opinions or determinations.

21 (b) In the event the Agency questions any factual deter-
22 mination made by any representative of the Secretary as required in

1 origin be excluded from participation in, be denied the benefits of,
2 or be otherwise subjected to discrimination under any program or
3 activity for which the Agency receives financial assistance from the
4 Bureau of Reclamation and hereby gives assurance that it will imme-
5 diately take any measures to effectuate this agreement.

6 (b) If any real property or structure thereon is provided
7 or improved with the aid of Federal financial assistance extended to
8 the Agency by the Bureau of Reclamation, this assurance obligates the
9 Agency or, in the case of any transfer of such property, any transferee
10 for the period during which the real property or structure is used for
11 a purpose involving the provision of similar services or benefits.
12 If any personal property is so provided, this assurance obligates the
13 Agency for the period during which the Federal financial assistance is
14 extended to it by the Bureau of Reclamation.

15 (c) This assurance is given in consideration of and for
16 the purpose of obtaining any and all Federal grants, loans, contracts,
17 property, discounts, or other Federal financial assistance extended
18 after the date hereof to the Agency by the Bureau of Reclamation,
19 including installment payments after such date on account of arrange-
20 ments for Federal financial assistance which were approved before
21 such date. The Agency recognizes and agrees that such Federal financial
22 assistance will be extended in reliance on the representations and

1 (b) The Agency or Districts will, in all sollicita-
2 tions or advertisements for employees placed by or on behalf
3 of the Agency or District, state that all qualified applicants
4 will receive consideration for employment without regard to
5 race, color, religion, sex, or national origin.

6 (c) The Agency or District will send to each labor
7 union or representative of workers with which it has a collective
8 bargaining agreement or other contract or understanding, a
9 notice, to be provided by the Bureau of Reclamation, advising
10 the labor union or workers' representative of the Agency's or
11 District's commitments under this Equal Opportunity clause and
12 shall post copies of the notice in conspicuous places available
13 to employees and applicants for employment.

14 (d) The Agency or District will comply with all
15 provisions of Executive Order No. 11246 of September 24, 1965,
16 and of the rules, regulations, and relevant orders of the
17 Secretary of Labor.

18 (e) The Agency or District will furnish all informa-
19 tion and reports required by Executive Order No. 11246 of
20 September 24, 1965, and by the rules, regulations, and orders
21 of the Secretary of Labor, or pursuant thereto, and will permit
22 access to its books, records, and accounts by the Bureau of
23 Reclamation and the Secretary of Labor for purposes of

2 Provided, however, That in the event the Agency or District
3 becomes involved in, or is threatened with, litigation with a
4 subcontractor or vendor as a result of such direction by the
5 Bureau of Reclamation, the Agency or District may request the
6 United States to enter into such litigation to protect the
7 interests of the United States.

8 ASSURANCE RELATING TO VALIDITY OF CONTRACT

9 37. Promptly after the execution and delivery of this contract
10 the Agency shall file and prosecute to a final decree, including any
11 appeal therefrom to the highest court of the State of California, in
12 a court of competent jurisdiction, a special proceeding for the judicial
13 examination, approval, and confirmation of the proceedings had for the
14 organization of the Agency and the proceedings of the Agency Board of
15 Directors and of the Agency leading up to and including the making of
16 this contract and the validity of the provisions thereof. This contract
17 shall not be binding on the United States until said Agency organiza-
18 tion, proceedings, and contract shall have been so confirmed by a
19 court of competent jurisdiction or pending appellate action if ground
20 for appeal be laid. The Agency shall furnish to the Contracting
Officer copies of such decree and of all pertinent supporting documents.



United States Department of the Interior



BUREAU OF RECLAMATION
MID-PACIFIC REGIONAL OFFICE
2800 COTTAGE WAY
SACRAMENTO, CALIFORNIA 95825-1898

IN REPLY
REFER TO:
MP-440
832.

SEP 5 1988

Board of Directors
Placer County Water Agency
PO Box 6570
Auburn CA 95604

Subject: Letter of Agreement to Contract No. 14-06-200-5082A to Clarify
Certain Contract Provisions--Central Valley Project, California
(Water Service)

Dear Board Members:

On November 21, 1988, representatives of the Placer County Water Agency (PCWA) and the Bureau of Reclamation (Reclamation) met to discuss the proposed letter of agreement sent to you on August 29, 1988. Following the discussion, some minor changes and corrections were made to that letter. This letter incorporates those changes and is forwarded for your review and approval.

Over the past several months, our respective agencies have had negotiations on possible amendments to Contract No. 14-06-200-5082A (Contract) between the United States of America (U.S.) and PCWA for water service and for diversion of water from the American River. One of the issues discussed in these meetings was whether Reclamation is obligated to sell Central Valley Project (Project) water to PCWA prior to the completion of a dam at Auburn. The representatives of Reclamation stated that they felt the Contract can be interpreted to mean that there is no such obligation, whereas your representatives are of the view that there is such an obligation.

At the March 9, 1988, negotiating session the question of the need for an amendment to the Contract at this time was raised. After giving this matter further thought, we believe it might be better to terminate the negotiations for now and wait to see what the future brings in the next several years with regard to the completion of the Auburn Dam, the PCWA's needs for water and other factors that may resolve some of the issues that have been discussed during the recent negotiating sessions.

We believe PCWA's water supply problems can be resolved, at least for several years, by the parties agreeing to do the following in lieu of entering into an amendment to the Contract:

1. PCWA will agree to use its full 120,000 acre-feet of diversion water, to the extent it is available each year, prior to requesting the delivery of any Project water.

2. Reclamation will agree to waive its rights under the Contract to limit the amounts of diversion water which PCWA can take in each year, and will permit PCWA to divert up to the maximum of 120,000 acre-feet of diversion water in any year, to the extent it is available each year.

3. Reclamation hereby agrees that PCWA may divert all or a portion of its diversion water out of Folsom Reservoir at places acceptable to Reclamation, provided that PCWA obtains the necessary Reclamation permits for reservoir access, follows Reclamation procedures for construction of non-Federal facilities on Reclamation property, and installs, or pays Reclamation for the installation of any facilities necessary for such diversions. Also, PCWA will have to obtain the necessary approval from the State Water Resources Control Board to add additional point of diversion and rediversion at Folsom Reservoir under the PCWA water right permits.

4. Reclamation will sell up to 35,000 acre-feet per year of Project water to PCWA pursuant to the schedule provided for in the Contract through the year 2001, in accordance with all the terms of the Contract, and if such water is available. It is the understanding of the parties that PCWA will not lose its right to purchase this water even if it is not yet using its full 120,000 acre-feet of diversion water, provided that PCWA pays for Project water pursuant to the terms of the Contract.

5. Prior to PCWA being able to purchase more than 35,000 acre-feet annually of Project water, the parties will again meet to see if they can resolve the issue of whether Reclamation is obligated to sell any such additional water to PCWA prior to the completion of a dam at Auburn, and that both the U.S. and PCWA agree that if this issue cannot be resolved without litigation by January 1, 2002, and either party files an action by January 1, 2002, in any court of competent jurisdiction to litigate that issue, the other party will not assert any defenses based upon statutes of limitations, laches, or on any other basis relating to the timing of the bringing of such action. The parties agree that this letter and any agreements reached by the parties pursuant thereto, or any actions of either party pursuant thereto, will not be used as evidence of the proper interpretation of the Contract should the meaning of the Contract subsequently be disputed by the other party, it being the intention of the parties simply to avoid litigating PCWA's rights to purchase Project water under the Contract at this time.

6. Reclamation and PCWA agree to amend the Contract on or before June 30, 1989, to conform the water rates specified in Article 6 to the requirements of Public Law 99-546 and the current water ratesetting policies of the Project.

If PCWA is in agreement to proceeding on the basis outlined in items 1 through 6 above, please sign the duplicate copy of this letter and return it along with a certified copy of a District Board resolution authorizing PCWA officials to sign the agreement to Reclamation.

Sincerely,




NEIL W. SCHILD
ACTING REGIONAL DIRECTOR

In duplicate

Placer County Water Agency



President

Secretary

12-15-88
Date



United States Department of the Interior

BUREAU OF RECLAMATION
Mid-Pacific Regional Office
2800 Cottage Way
Sacramento, California 95825-1898



408-713
X 400-00
80-297-2

IN REPLY REFER TO:

MP-440
WTR-4.00

JUL 08 1992

RECEIVED

JUL 13 1992

Board of Directors
Placer County Water Agency
Attention: Barbara Sloan
PO Box 6570
Auburn CA 95604

Placer County Water Agency

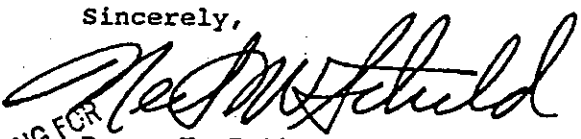
Subject: Amendatory Contract No. 14-06-200-5082A - Central Valley Project
(Water Service Contract)

Dear Board Members:

Enclosed is one executed original of Amendatory contract No. 14-06-200-5082A between the United States and Placer County Water Agency to provide for the current Central Valley Project water rates.

Sincerely,

ACTING FOR


Roger K. Patterson
Regional Director

Enclosure

TO	DATE	INFO	ACTION	INT.
GEN MGR.				
DIRECTORS				
BRD MEET				
ATTNY				
DEPT HEADS				
MGMT TEAM				
CTRL/ACCT			#	
H.R. DIR			#	
PAID MGR				
ENGR				
U.S. Supt				
CFO/ADM				
COM MGR				
HRD CLERK	7/13		✓	

cc: P. Anderson
Tiedemann

R.O. Draft 04/10/1989
Rev. R.O 09/27-1991

Amendatory Contract No.
14-06-200-5082A

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

AMENDATORY CONTRACT BETWEEN THE
UNITED STATES OF AMERICA AND
PLACER COUNTY WATER AGENCY

THIS CONTRACT AMENDMENT, made this 8th day of July, 1992

in pursuant generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including Section 105 of Public Law 99-546, all collectively hereinafter referred to as the Federal Reclamation laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, and PLACER COUNTY WATER AGENCY, hereinafter referred to as the Agency, a political subdivision of the State of California, duly organized, existing, and acting pursuant to the laws thereof, with its principal place of business in Auburn, California,

WITNESSETH, THAT;

WHEREAS, on September 18, 1970, the United States and the Agency entered into Contract No. 14-06-200-5082A, hereinafter referred to as the original contract;

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

1. Subdivisions (a) and (b) of Article 6 of the original contract are deleted in their entirety and the following is substituted in lieu thereof:

6. (a) The rate of payment to be made by the Agency for water made available pursuant to this contract beginning January 1, 1992, shall be:

(1) \$6.36 per acre-foot for agricultural water: Provided, That this rate shall be redetermined annually in accordance with Reclamation law and the then current agricultural rate policy of the Project.

(2) \$11.46 per acre-foot for M&I water: Provided, That this rate shall be redetermined annually in accordance with Reclamation law and the then current M&I rate policy of the Project.

(b) The Contracting Officer shall advise the Agency of the method by which the Agency shall submit payments to the United States. The method could be by check, lock-box arrangement, or wire transfer directly to the Treasury Financial Communications System (TFCS).

2. Subdivision (c) of Article 6 of the original contract is deleted in its entirety and the subsequent subdivisions of that Article are redesignated (c), (d), and (e) respectively.

3. Except as modified herein, the original contract shall remain in full force and effect as originally written and executed.

OFFICIALS NOT TO BENEFIT

4. No member of or Delegate to Congress, Resident Commissioner or official of the Agency shall benefit this amendatory contract other than as a water user or landowner in the same manner as other water users or landowners.

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

APPROVED AS TO FORM
AND SUBSTANCE

James E. Turner

OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

ACTING FOR

THE UNITED STATES OF AMERICA

By

Wesley M. Schult

Regional Director, Mid-Pacific Region
Bureau of Reclamation

PLACER COUNTY WATER AGENCY

(SEAL)

Attest:

By

Walter E. Fickert

Dorinda Sloan
Secretary

KMPLACER