
**Water Supply Contracts Between the State of California Department of
Water Resources and CLWA including Amendment No. 18
(41,000 Acre-Foot Water Transfer)**

UPPER SANTA CLARA VALLEY WATER AGENCY

Location and Size

The Agency is located in Los Angeles County about 40 miles northwest of the city of Los Angeles. The Agency, as of July 1, 1964, encompassed an area of 86,100 acres and had an estimated population of 26,000.

Water Supply and Utilization

The entire water supply utilized within the Agency is obtained from underlying ground water basins. There are no streams within the Agency on which a dependable surface water supply could be developed. Water requirements in excess of the safe yield of the local ground water supply will be met with water from the State Water Project. Primary use of water in 1960 was for irrigated agriculture but by 1970 and thereafter the primary use is expected to be for municipal and industrial purposes.

Items of Contract Information Unique to Agency

Date of Contract - Preamble

April 30, 1963

Agency's Principal Place of Business - Preamble

Newhall

Estimated Year of Initial Water Delivery - Article 6(a)

1972

Date of Request as to Delivery Structures - Article 10(b)

June 30, 1963

Limit on Instantaneous Rate of Delivery - Article 12(c)

42 cfs (Increased by Amendment No. 2 to 48 cfs.)

E. SPECIAL PROVISIONS AND TABLES

4E. SPECIAL PROVISIONS

(a) On or before June 30, 1963, the Agency shall furnish to the State its written request specifying the year in which the first delivery of project water from the West Branch Aqueduct as defined in Table H of this contract shall be made to the Agency. The timing of first deliveries of project water from said Branch Aqueduct shall be as so requested by the Agency; *Provided*, That in the event said request is, in the judgment of the State, incompatible with similar requests received from other contractors to be served from or through said Branch Aqueduct, which contractors have executed contracts with the State on or before June 30, 1963, the timing of first deliveries of project water to the Agency and such other contractors from said Branch Aqueduct shall be as established by mutual agreement among the State, the Agency, and said contractors; *Provided further*, That if such agreement has not been reached on or before December 31, 1963, the State may then construct said Branch Aqueduct in accordance with such construction schedules as, in the judgment of the State, will best serve the interests of all those contractors whose service areas are located south of the South Portal of the Tehachapi Tunnel and which have executed contracts with the State on or before June 30, 1963.

(b) The State shall provide sufficient capacity in the transportation facilities, subject to the provisions of Article 17(b), to deliver 11 percent of the Agency's annual entitlement in each of four months in each year. Subject to the foregoing limitation, in scheduling deliveries under Article 12(a) the State will provide for up to 1/9 of the Agency's annual entitlement to be delivered in excess of a rate of 8 1/3 percent of the annual entitlement per month.

(c) The annexations to the Agency, authorized by Ordinance No. 3 of the Agency dated March 13, 1963, are deemed to be approved by the department within the meaning of Article 15(b) and are generally described as the Val Verde-Healey Canyon Area annexation, comprising approximately 7,280 acres, situated westerly of the Agency.

TABLE H
PROJECT TRANSPORTATION FACILITIES
UPPER SANTA CLARA VALLEY WATER AGENCY

A San Joaquin Valley-Southern California Aqueduct extending to Castaic Reservoir or the West Branch Aqueduct defined below, to the extent such aqueduct is determined by the State to be required for water transportation.

"West Branch Aqueduct" shall mean that portion of the San Joaquin Valley-Southern California Aqueduct specified in Section 12934(d) (2) of the Water Code extending from the junction of East and West Branches to a terminus in the vicinity of Newhall, Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date first above written.

Approved as to legal form and sufficiency:

J. C. Towne
Chief Counsel
Department of Water Resources
P. O. Box 388
Sacramento, California

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

By W. E. Lamm
Director

Attest:

Walter H. Thompson
Secretary
P.O. Box 328
Newhall, California

UPPER SANTA CLARA VALLEY WATER AGENCY

By M. G. Bonelli
President

Approved as to form and execution:

Stanley C. Logue
Counsel

By Everett W. Nichols
Director

By Earl Schmidt
Director

By Robert L. Essick
Director

By Robert L. Essick
Director

By Logue C. Logue
Director

By E. Ray Fisher
Director

WHEREAS, the State and the Agency are desirous of making certain changes and additions to the above-mentioned contract, while otherwise continuing the contract in full force and effect;

NOW THEREFORE, it is mutually agreed that the following changes and additions are hereby made to the Agency's water supply contract with the State:

Article 46 is added to the contract to read as follows:

46. Amendatory Provisions

a. Surplus Water

Notwithstanding other provisions of this contract, surplus water for agricultural and ground water replenishment use shall be offered to contractors on the following basis. Before surplus water is sold for other than agricultural and ground water replenishment use, each contractor shall have the right, subject to the ability of the State to deliver such water, to contract for agricultural and ground water replenishment use for a portion of the total amount of surplus water available in any year, in an amount which bears the same ratio to the total amount of surplus water available in that year as the sum of the annual entitlements delivered to the contractor for agricultural and ground water replenishment use during the preceding three years bears to the total amount of the annual entitlements delivered for agricultural and ground water replenishment use during the preceding three years of all contractors requesting surplus water: Provided, That if its proportion of such surplus water is not required by or cannot be delivered to any contractor, such amount of additional surplus water shall be offered to other contractors for agricultural and

under the provisions of Article 21.

As used in this subdivision "ground water replenishment use" shall mean the use of project water exclusively by direct application to spreading basins, streambeds, or through other means of direct artificial recharge for the purpose of replenishing overdrawn ground water basins.

b. Surcharge Credit

Notwithstanding other provisions of this contract, the State may include provisions in water supply contracts allowing a credit to a contractor not to exceed the surcharge to be paid by such contractor: Provided, That such credit shall be utilized to reduce the cost of water for agricultural use on other than excess land at a uniform rate per acre-foot not to exceed two dollars (\$2) per acre-foot. Any contract including provisions pursuant to this subdivision shall assure that the reductions in the contractors' obligations authorized by this subdivision are made available exclusively for the benefit of agricultural use on land other than excess land and are not directly or indirectly made available for the benefit of agricultural use on excess land.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 2 TO WATER SUPPLY
CONTRACT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
UPPER SANTA CLARA VALLEY WATER AGENCY

THIS CONTRACT, made this 22nd day of December 1964, pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State", and Upper Santa Clara Valley Water Agency, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof with its principal place of business in Newhall, California, herein referred to as the "Agency",

WITNESSETH, That:

WHEREAS, the State is authorized to construct and operate facilities for the storage and conveyance of water, certain of which facilities will make water available to the Agency; and

WHEREAS, the State and the Agency have entered into a water supply contract, dated April 30, 1963, as amended November 15, 1963, providing that the State shall supply certain quantities of water to the Agency, and providing that the Agency shall make certain payments to the State, and setting forth the terms and conditions of such supply and such payment; and

1. Subdivision (k) of Article 1 is amended to read as follows:

(k) Minimum Project Yield

"Minimum project yield" shall mean the dependable annual supply of project water to be made available, estimated to be 4,230,000 acre-feet per year, said amount to be determined by the State on the basis of coordinated operation studies of initial project conservation facilities and additional project conservation facilities, which studies shall be based upon:

(1) The estimated relative proportion of deliveries for agricultural use to deliveries for municipal use for the year 1990, and the characteristic distributions of demands for these two uses throughout the year.

(2) An allowable reduction in the agricultural use portion of the minimum project yield, due to drought, of not to exceed fifty percent (50%) in any one year, nor a total of one hundred percent (100%) of one year's supply in any series of seven consecutive years.

(3) Agreements now in effect or as hereafter amended or supplemented between the State and the United States and others regarding the diversion or utilization of waters of the Delta or streams tributary thereto.

2. Table A of the contract entitled "Annual Entitlements Upper Santa Clara Valley Water Agency" is amended to read as follows:

4. Subdivision (a) of Article 16 is amended to read as follows:

(a) Limit on Total of All Maximum Annual Entitlements

The Agency's maximum annual entitlement hereunder, together with the maximum annual entitlements of all other contractors, shall aggregate no more than the minimum project yield as defined herein and in no event more than 4,230,000 acre-feet of project water.

5. Subdivision (b) of Article 45 is amended to read as follows:

(b) The State shall provide sufficient capacity in the transportation facilities, subject to the provisions of Article 17(b), to deliver 11 percent of the Agency's annual entitlement in each of eight and one half months in each year. Subject to the foregoing limitation, in scheduling deliveries under Article 12(a) the State will provide for up to 22 $\frac{2}{3}$ percent of the Agency's annual entitlement to be delivered in excess of a rate of 8 $\frac{1}{3}$ percent of the annual entitlement per month.

6. Article 46 is amended to read as follows:

46. Amendatory Provisions

(a) Surplus Water

Notwithstanding other provisions of this contract, surplus water for agricultural and ground water replenishment use shall be offered to contractors on the following basis. Before surplus water is sold for other than agricultural and ground water replenishment use, each contractor shall have the right, subject to the ability of the State to deliver such water and to the

contractor shall furnish certified copies of such records and data concerning the use of water within its boundaries as the State may request.

The provisions of this paragraph shall be applicable only to contractors in the San Joaquin Valley Service Area, contractors in the Southern California Service Area, and contractors in the Central Coastal Service Area. Before surplus water is sold for other than agricultural and ground water replenishment use, each such contractor shall have the right, subject to the ability of the State to deliver such water, to contract for agricultural and ground water replenishment use in accordance with the following formula: contractors in the San Joaquin Valley Service Area shall have a right to contract for sixty-nine percent (69%) of the surplus water available at the Mile 18 Pumping Plant; contractors in the Southern California Service Area shall have a right to contract for twenty-nine percent (29%) of such water; and contractors in the Central Coastal Service Area shall have a right to contract for two percent (2%) of such water: Provided, That within each of these service areas, each contractor shall have the right to contract for agricultural and ground water replenishment use for a portion of the total amount of surplus water available to that service area in any year, in an amount which bears the same ratio to the total amount of surplus water available to the service area in that year as the sum of the annual entitlements, set forth in Table A of this contract, delivered to the contractor for agricultural and ground water replenishment use during the preceding three years bears to the

and Ventura County Flood Control District; "contractors in the Central Coastal Service Area" shall mean: San Luis Obispo County Flood Control and Water Conservation District and Santa Barbara County Flood Control and Water Conservation District.

The provision of this paragraph shall be applicable only to a contractor to which the delivery of project water for municipal use as of 1990 is estimated by the State to be in excess of fifty percent (50%) of such contractor's maximum annual entitlement. For the purpose of fixing such contractor's right to delivery of surplus water, water from a watershed not tributary to the contractor's area which is delivered within the contractor's boundaries for agricultural or ground water replenishment use shall be deemed to be part of the contractor's annual entitlement delivered for such use in computing the quantity of surplus water to which the contractor is entitled under this subdivision: Provided, That the contractor shall not be deemed to have used more than its annual entitlement, as set forth in Table A, for such use. Surplus water shall be deemed to be used by the contractor for agricultural or ground water replenishment use if an equal quantity of water imported from a watershed not tributary to the contractor's area is delivered within the contractor's boundaries for such use.

In providing for the delivery of surplus water to contractors pursuant to this subdivision, the State shall refuse to deliver such surplus water to any contractor to the extent that the State determines that such delivery would tend to encourage the development of an economy within the area served by such contractor which would be dependent upon the sustained delivery of

under the provisions of Article 21. Nothing in this subdivision shall limit the right of the Agency to increase its annual entitlements as otherwise provided in this contract.

As used in this subdivision "ground water replenishment use" shall mean the use of project water exclusively by direct application to spreading basins, streambeds, or through other means of direct artificial recharge for the purpose of replenishing overdrawn ground water basins.

(b) Surcharge Credit

Notwithstanding other provisions of this contract, the State may allow a credit to each contractor not to exceed the surcharge paid by such contractor.

For the purpose of this contract, the surcharge credit shall be determined and applied in the following manner:

(1) The State shall, in each year after the year of initial water delivery, allow a credit to the Agency in the amount of the surcharge forwarded by the Agency to the State in the preceding year.

(2) The Agency shall not establish water rates, or tax or assessment rates, so as to cause the surcharge credit to be passed on to water users in a manner which will bring about a greater reduction in the cost per acre-foot of project water put to use on excess land than such cost of project water put to use on other than excess land.

This subdivision 45(b) shall be separable from all other provisions in this contract, and in the event that any or all of the provisions of this subdivision are in any manner or to any extent

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 3 TO WATER SUPPLY
CONTRACT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
UPPER SANTA CLARA VALLEY WATER AGENCY

THIS CONTRACT, made this 24th day of January 1966, pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State", and Upper Santa Clara Valley Water Agency, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof with its principal place of business in Newhall, California, herein referred to as the "Agency",

WITNESSETH, That:

WHEREAS, the State is authorized to construct and operate facilities for the storage and conveyance of water, certain of which facilities will make water available to the Agency; and

WHEREAS, the State and the Agency have entered into a water supply contract, dated April 30, 1963, as amended

TABLE A
Annual Entitlements
Upper Santa Clara Valley Water Agency

<u>Year</u>	<u>Total Annual Amount In Acre-Feet</u>
1	1,600
2	3,700
3	5,700
4	7,500
5	9,500
6	11,400
7	13,400
8	15,300
9	17,700
10	20,100
11	22,100
12	24,600
13	26,900
14	29,100
15	30,900
16	32,900
17	35,300
18	37,400
19	39,300
20	41,500

And each succeeding
year thereafter, for
the term of this contract:

41,500

3. Subdivision (c) of Article 12 is amended to read
as follows:

(c) Limit on Rate of Delivery to Agency

In no event shall the State be obligated to deliver water to the Agency through all delivery structures at a total combined instantaneous rate of flow exceeding seventy-six (76) cubic feet per second, except as this rate of flow may be revised by amendments of this article after submission to the State of the Agency's requests with respect to maximum flow capacities to be provided in said delivery structures, pursuant to Article 10.

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 4 TO WATER SUPPLY CONTRACT
BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
UPPER SANTA CLARA VALLEY WATER AGENCY

THIS CONTRACT, made this *31st* day of *December*, 1969, pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State", and Upper Santa Clara Valley Water Agency, herein referred to as the "Agency";

WITNESSETH, That

WHEREAS, the State and the Agency have entered into and subsequently amended a water supply contract providing that the State will supply certain quantities of water to the Agency, and providing that the Agency shall make certain payments to the State, and setting forth the terms and conditions of such supply and such payment; and

WHEREAS, Article 22(b) of such water supply contract provides that for each year through the year 1969 the Delta Water Charge shall be the product of \$3.50 and the Agency's annual entitlement for the respective year and that beginning in the year 1970, the Delta Water Charge shall be the sum of the capital cost component, minimum operation, maintenance, power and replacement component, and

Thermalito power facilities through Central Valley Project Revenue Bonds and may finance other portions of the project facilities through additional revenue bond issues, bonds issued under other authority granted by the Legislature or the voters, bonds issued by other state agencies, advances from contractors, and other methods under which the financing costs relate to interest rates that may exceed the interest rate of the bonds issued under the Bond Act; and

WHEREAS, either the State or contractors making advances to the State may be subject to interest rates, or other financing costs that relate to interest rates, which will be greater than the "project interest rate" as presently defined in the contracts; and

WHEREAS, the parties desire that (1) the interest costs hereafter incurred by or on behalf of the State in financing the construction of project facilities by means other than the use of moneys provided under the Bond Act will be reflected in appropriate adjustments of the "project interest rate" (excepting the interest costs incurred for the Central Valley Project Revenue Bonds issued prior to the date of this amendment); (2) appropriate credit will be given to any contractor having made an advance of funds to the State corresponding to the bond service obligation payable by such contractor by reason of such advance or if bonds were not used to obtain funds for such advance, then to the net interest cost which would have resulted if the contractor had sold bonds for the purpose of funding the advance; and (3) if any sources of funds other than those provided under the Bond Act are employed to finance the construction of specific project facilities and the interest or other costs of such financing are greater than the cost would have been if bonds issued under the Bond Act had been used, appropriate

"Project interest rate" shall mean the weighted average interest rate of (1) through (6) below computed by dividing (i) the total interest cost required to be paid or credited by the State during the life of the indebtedness or advance by (ii) the total of the products of the various principal amounts and the respective terms in years of all such amounts:

- (1) general obligation bonds issued by the State under the Bond Act,
- (2) revenue bonds issued by the State under the Central Valley Project Act after May 1, 1969,
- (3) bonds issued by the State under any other authority granted by the Legislature or the voters,
- (4) bonds issued by any agency, district, political subdivision, public corporation, or non-profit corporation of this State,
- (5) funds advanced by any contractor without the actual incurring of bonded debt therefor, for which the net interest cost and terms shall be those which would have resulted if the contractor had sold bonds for the purpose of funding the advance, as determined by the State, and
- (6) funds borrowed from the General Fund or other funds in the Treasury of the State of California, for which the total interest cost shall be computed at the interest rate earned over the period of such borrowing

construction of specific project facilities, any additional costs incurred because of such financing will not be charged to the contractors, except for adjustments to the "project interest rate".

Approved as to legal form and sufficiency:

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

C. Turner

By *W. J. Genelli*
Director

Chief Counsel
Department of Water Resources
P. O. Box 388
Sacramento, California

Approved as to form and execution:

UPPER SANTA CLARA VALLEY
WATER AGENCY

COUNSEL

By *Carl ...*
President

1971 the Delta Water Charge shall be the sum of the capital cost component, minimum operation, maintenance, power and replacement component, and variable operation, maintenance, power and replacement component computed in accordance with Articles 22(c) and (d) of the water supply contract; and

WHEREAS, Articles 22(e) and (g) of such water supply contract provide that the Delta Water Charge as computed in accordance with Articles 22(c) and (d) shall include all projected costs of additional project and supplemental conservation facilities commencing in the years in which the State first incurs capital costs for such facilities after the facilities are authorized; and

WHEREAS, the parties desire that all water supply contracts be amended to postpone inclusion of the projected costs of any authorized additional project and supplemental conservation facilities in the computation of the Delta Water Charge until after the year 1971 and to fix the rate for computing the Delta Water Charge for the year 1971 at \$7.24;

NOW, THEREFORE, it is mutually agreed that the following changes and additions are hereby made to the Agency's water supply contract with the State:

1. Subdivision (b) of Article 22 is amended to read as follows:

For each contractor receiving project water in any year through December 31, 1969, the Delta Water Charge shall be the product of \$3.50 and the contractor's annual entitlement to project water for the respective year. For each contractor receiving project water in the year 1970, the Delta Water Charge shall be the

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 6 TO WATER SUPPLY CONTRACT
BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
CASTAIC LAKE WATER AGENCY

THIS CONTRACT, made this 27th day of December, 1971, pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State", and Castaic Lake Water Agency, herein referred to as the "Agency";

WITNESSETH, That:

WHEREAS, the State and the Agency have entered into and subsequently amended a water supply contract providing that the State will supply certain quantities of water to the Agency, and providing that the Agency shall make certain payments to the State, and setting forth the terms and conditions of such supply and such payment; and

WHEREAS, Article 22(b) of such water supply contract, as amended, provides that for each year through the year 1969 the Delta Water Charge shall be the product of \$3.50 and the Agency's annual entitlement for the respective year, that for the year 1970 the Delta Water Charge shall be the product of \$6.65 and the

the Delta Water Charge shall be determined on the basis of an allocation to project purposes, by the separable cost-remaining benefits method, of all actual and projected costs of all those initial project conservation facilities located in and above the Delta, and upon an allocation to the purposes of water conservation and water transportation, by the proportionate use of facilities method, of all actual and projected costs of the following project facilities located below the Delta: The aqueduct intake facilities at the Delta, Pumping Plant I (Delta Pumping Plant), the aqueduct from the Delta to San Luis Forebay (O'Neill Forebay), San Luis Forebay (O'Neill Forebay), and San Luis Reservoir: Provided, That all of the actual and projected costs properly chargeable to the generation and transmission of electrical energy in connection with operation of project conservation facilities shall be allocated to the purpose of water conservation in, above, and below the Delta: Provided further, That allocations to purposes the cost of which are to be paid by the United States shall be as determined by the United States.

Commencing in the year in which the State first awards a major construction contract for construction of a major feature of additional project conservation facilities, or first commences payments under a contract with a federal agency in the event a major feature of additional project conservation facilities is constructed by such federal agency under an agreement requiring the State to pay all or part of the costs of such construction, the Delta Water Charge shall be determined on the basis of the

which are allocated to the purpose of water conservation, in, above, and below the Delta pursuant hereto. Commencing in the year in which the State first awards a major construction contract for construction of a major feature of any supplemental conservation facilities, or first commences payments under a contract with a federal agency in the event a major feature of supplemental conservation facilities is constructed by such federal agency under an agreement requiring the State to pay all or part of the costs of such construction, the Delta Water Charge shall be determined on the basis of the allocations made pursuant to subdivision (e) of this article, and upon an allocation to project purposes, by the separable costs-remaining benefits method and subject to provisos corresponding to those contained in said subdivision (e), of all projected costs of such feature of the supplemental conservation facilities. Commencing in the same year, the computation of the rates to be used in determining the components of the Delta Water Charge shall include the annual entitlements to water under all contracts for supplemental water. If the repayment period of any bonds sold to construct supplemental conservation facilities or the repayment period under any agreement with a federal agency for repayment of the costs of supplemental conservation facilities constructed by such federal agency extends beyond the repayment period of the contract, the Delta Water Charge shall be determined and redetermined on the basis of such extended repayment period as the State determines to be appropriate: Provided, That if the agreement with such federal agency allows repayment of costs

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 7 TO WATER SUPPLY CONTRACT
BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
CASTAIC LAKE WATER AGENCY

THIS CONTRACT, made as of the 15th day of October, 1972, pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State", and Castaic Lake Water Agency, herein referred to as the "Agency";

WITNESSETH, That:

WHEREAS, the State and the Agency have entered into and subsequently amended a water supply contract, dated April 30, 1963 (herein referred to as the "Amended Contract") providing that the State shall supply certain quantities of water to the Agency, and that the Agency shall make certain payments to the State, and setting forth the terms and conditions of such supply and such payment; and

WHEREAS, the Amended Contract provides for a surcharge equivalent to the power credit per acre-foot of water to be charged to water users, other than the United States or the State of California, for each acre-foot of project water determined to have been put to agricultural or manufacturing uses on excess land, for collection by the Agency either itself or through a

1. Article 30 entitled "Surcharge for Project Water Used on Excess Land".

2. The next-to-the-last sentence of the fifth paragraph of subdivision (a) of Article 46, entitled "Surplus Water", which sentence reads as follows:

"A surcharge shall be added to the rate for surplus water furnished to excess land in an amount and under the conditions specified in Article 30 of this contract".

3. Subdivision (b) of Article 46 entitled "Surcharge Credit".

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment on the date first above written.

Approved as to legal form and sufficiency:

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

By *P. G. Turner*
Chief Counsel
Department of Water Resources

By *W. Gianelli*
Director

Attest:

CASTAIC LAKE WATER AGENCY

By _____
(Title)

By *Earl Schmidt*
(Title) *President*

Approved as to form and execution:

By _____
(Title)

interest rate, and all other factors which are determinative of such charges; and

WHEREAS, Article 28 also provides that each such redetermination shall include an adjustment of the components of the Transportation Charge to be paid by the Agency for succeeding years which shall account for differences, if any, between projections used by the State in determining the amounts of such components for all preceding years and actual costs incurred by the State during such years, but does not specify the computational details or the method of payment of such adjustments; and

WHEREAS, the State has been including such adjustments as "one-shot" credits or additional charges to be subtracted from or added to the Transportation Charge to be paid by the Agency in the year following the redetermination; and

WHEREAS, the magnitude of such adjustments together with changes in other determinants of charges may be significantly different in comparison with the amounts projected by the State under previous determinations and could impair the planned fiscal operations of the Agency, depending on the method of payment, and the parties desire to amend the contract to provide a method of amortizing the payment of the amounts of such differences over two or more years, depending on the magnitude of the differences; and

WHEREAS, bookkeeping will be simplified if the amortization of the payments of the amounts of such differences is

the State. Such adjustment shall be computed by the State and paid by the Agency or credited to the Agency's account in the manner described in (b) and (c) below.

(b) Adjustment: Transportation Charge-Capital Cost Component

Adjustments for prior underpayments or overpayments of the capital cost component of the Transportation Charge to the Agency, together with accrued interest charges or credits thereon computed at the then current project interest rate on the amount of the underpayment or overpayment and compounded annually for the number of years from the year the underpayment or overpayment occurred to and including the year following the redetermination, shall be paid in the year following the redetermination: Provided, That the Agency may elect to exercise the option whereby when the redetermined Transportation Charge for the following year, with adjustments, including adjustments of the operation, maintenance, power, and replacement components provided for in subdivision (c) of this article, is more or less than the last estimate of the Charge provided pursuant to Article 27 for the corresponding year, without adjustments, an amount equal to the total of such difference shall be deducted from or added to the adjusted capital cost component for that year and paid or credited in accordance with the following schedule:

<u>Percent that Transportation Charge differs from last estimate (+ or -)</u>	<u>Period, in years, for amortizing the difference in indicated charge</u>
for 10% or less	no amortization
more than 10%, but not more than 20%	2
more than 20%, but not more than 30%	3
more than 30%, but not more than 40%	4
more than 40%.	5

the Transportation Charge for the year in which the option is to become effective.

Such option, once having been exercised, shall be applicable for all of the remaining years of the project repayment period.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date first above written.

Approved as to legal form and sufficiency:

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

By *P.C. Turner*
Chief Counsel
Department of Water Resources

By *W. J. Ginnelli*
Director

Attest:

CASTAIC LAKE WATER AGENCY

By *Betty L. Castleberry*
(Title) Secretary

By *Carl Schmitt*
(Title) President

Approved as to form and execution:

By *Harold C. Lane*
(Title) Counsel

delivery of all of its annual entitlement for 1972 on a reasonable schedule; and

WHEREAS, the State has developed a proposed adjustment of the Agency's 1972 entitlement taking into consideration the monthly distribution of 1972 project water deliveries as requested in its five-year delivery schedule submitted to the State in 1967; and

WHEREAS, the Agency has requested that its annual entitlement for the first year of water deliveries be decreased accordingly; and

WHEREAS, the State has determined that a decrease from 1,600 acre-feet to 1,236 acre-feet is justified and that allowing such a decrease in the Agency's 1972 annual entitlement will not impair the financial feasibility of the project facilities;

NOW THEREFORE, it is mutually agreed as follows:

Table A entitled "Annual Entitlements Castaic Lake Water Agency" is amended to read as follows:

TABLE A
ANNUAL ENTITLEMENTS
CASTAIC LAKE WATER AGENCY

<u>Year</u>	<u>Total Annual Amount in acre-feet</u>
1	1,236
2	3,700
3	5,700
4	7,500
5	9,500
6	11,400
7	13,400
8	15,300
9	17,700
10	20,100
11	22,100
12	24,600
13	26,900

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 10 TO WATER SUPPLY CONTRACT
BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
CASTAIC LAKE WATER AGENCY

THIS CONTRACT, made as of the 28th day of August, 1974, pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State", and Castaic Lake Water Agency, herein referred to as the "Agency";

WITNESSETH, That:

WHEREAS, the State and the Agency entered into a contract whereby the State will deliver and the Agency will purchase a supply of water to be made available from project facilities constructed by the State; and

WHEREAS, the State and the Agency included in such contract a subarticle, hereinafter referred to as the agricultural and ground water replenishment provision, which entitles the Agency to obtain from the State a supply of surplus water for agricultural and ground water replenishment use when available; and

WHEREAS, Article 21 of such contract also provides for the sale by the State of a supply of surplus water when available; and

(iii) Operational requirements regarding recreation and fish and wildlife uses;

(iv) Generation of power by the System or furnishing of project water required by power contracts;

(v) The exchange of water and the filling, retention, and release of storage in System reservoirs necessary for operational flexibility and to meet the requirements of paragraphs (i) through (iv) of this subdivision.

(vi) Losses of water due to evaporation, leakage, seepage, or other causes to meet the requirements of paragraphs (i) through (v) of this subdivision.

(3) "Ground water replenishment use" shall mean the use of project water exclusively for recharge of ground water basins by direct application to spreading basins, streambeds, or through other means of direct artificial recharge.

(4) "Contractors in the San Joaquin Service Area" shall mean those contractors which are furnished water through delivery structures from the California Aqueduct between Dos Amigos Pumping Plant and the South Portal of the Carley V. Porter Tunnel and from the Coastal Branch, California Aqueduct, from its junction with the California Aqueduct to the site for Devil's Den Pumping Plant.

(5) "Contractors in the Southern California Service Area" shall mean contractors for which water is delivered from the California Aqueduct downstream from the South Portal of the Carley V. Porter Tunnel.

(1) First, the quantity of surplus water to be delivered to noncontractors shall be limited to the quantity available in excess of the requests under the first priority and the second priority.

(2) Second, if there is not sufficient surplus water in excess of the requests under the first priority to meet the requests of contractors under the second priority, the quantity of water to be delivered under the second priority shall be limited to the quantity available in excess of the requests under the first priority and that quantity shall be apportioned in proportion to the amounts of the contractors' current annual entitlements that are to be used for purposes other than agricultural and ground water replenishment uses as determined by the State. If any contractor decides not to use the surplus water available to it under this provision, such surplus water shall be offered on a similar basis to other contractors for such uses.

(3) If there is not sufficient surplus water to meet the requests of contractors under the first priority, the quantity of water to be delivered under that priority shall be limited to the quantity available, and such quantity shall be apportioned to areas upstream and downstream from Dos Amigos Pumping Plant in proportion to the contractors' current annual entitlements that are to be used in such areas for agricultural and ground water replenishment purposes as determined by the State. The quantity of such water available upstream from Dos Amigos Pumping Plant shall be apportioned to contractors upstream from Dos Amigos Pumping Plant in proportion to the amounts of the contractors' current annual entitlements that are to be used for agricultural and ground water

in the judgment of the State to furnish surplus water to it, the contractor shall have a prior right to have such power utilized for furnishing surplus water otherwise available to it pursuant to this article at a cost no higher than that which the State is obligated to pay at the time it orders such power, but it shall have no greater right or priority to receive surplus water. A contractor's commitment may be for any part of the six-year period of its schedule, and the contractor will become bound by such commitment and become entitled to the prior right provided for in the preceding sentence only when the State, after consultation with the contractor, notifies the contractor in writing that it has ordered power based on the contractor's commitment.

(e) Rates.

(1) Surplus water (except further surplus water as described in subdivision (e)(4) of this article) shall be furnished to a contractor for agricultural use and for ground water replenishment use at rates which will return to the State all power costs as defined in subdivision (f) of this article and all incremental operation, maintenance, and replacement costs, and any other incremental costs, incurred in the conservation and transportation of such surplus water as determined by the State, which rates shall include an administrative charge to be determined by the State for each acre-foot of surplus water scheduled for delivery during the year. The amount of such administrative charge shall be credited to general operating costs of the System prior to the allocation of such costs. Incremental costs shall mean those costs which would not be incurred if surplus water were not scheduled for or delivered to the contractor.

article to any contractor which, under Table A of its contract, is scheduled to receive its maximum annual entitlement prior to 1978 and every year thereafter.

(5) Any revenues in excess of operation, maintenance, power and replacement costs and the administrative charge derived from sales of surplus water shall be credited as follows: The Delta water rate or portion thereof paid in accordance with subdivisions (e)(2), (e)(3), or (e)(4) of this article shall be credited to the cost of project conservation facilities, and the balance of such excess revenues, if any, shall be apportioned and credited, as appropriate, to the capital and to the minimum operation, maintenance, power and replacement costs of reaches of the transportation facilities of the System utilized for conveying such water to the purchasers.

(6) The rates and charges for surplus water shall be subject to redetermination by the State to reflect actual costs incurred and the difference shall be promptly credited or debited to the contractor that purchased such surplus water.

(f) Power Costs. Power costs for pumping surplus water shall consist of the cost of capacity, energy and additional transmission service required for the delivery of surplus water, including but not limited to the following:

(1) To the extent utilized for pumping surplus water:

(i) The cost of power purchased for pumping entitlement water,

(ii) The value of project recovery plant generation scheduled for pumping entitlement water, and

contract (disregarding any amendments reducing such Table A executed after July 1, 1974) is first scheduled and unless all of its deferred entitlements are first scheduled: Provided, That at the request of the contractor surplus water may be scheduled in lieu of deferred entitlements and the right to receive such deferred entitlements shall be reduced accordingly. If at the end of any year delivery of scheduled surplus water has prevented any annual entitlement or deferred entitlement from being delivered during that year, then for the purpose of charging for water delivered, deliveries during the year shall be considered first as annual entitlement water to the extent of the annual entitlement, and the balance as deferred entitlement or surplus water in accordance with the option of the contractor previously exercised pursuant to the first sentence of this subdivision.

(3) Before a contractor can receive surplus water under its contract in an amount greater than its annual entitlement for the year as shown in its Table A, it shall first increase its annual entitlement for such year to an amount equivalent to the surplus water scheduled, but it shall not be required to increase its annual entitlement to an amount in excess of 75 percent of its maximum annual entitlement.

(4) The State shall not sell surplus water to a contractor or noncontractor for use directly or indirectly within the boundaries of any other contractor without the written consent of such other contractor, nor shall the State authorize any contractor to supply surplus water for use outside such contractor's boundaries and within the boundaries of any other contractor without the written consent of such other contractor: Provided, That where

and data concerning the use of water within its boundaries as the State may request.

(j) Contracts.

(1) To obtain a supply of surplus water, any contractor or noncontractor shall execute a further contract with the State which shall be in conformity with this article and will include at least the following: Further provisions concerning the scheduling of surplus water and provisions as to times and methods of payment.

(2) The State shall not contract to sell surplus water to noncontractors for periods in excess of five years.

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment as of the date first above written.

Approved as to legal form
and sufficiency:



By _____
Acting Chief Counsel
Department of Water Resources

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

By 
Director

CASTAIC LAKE WATER AGENCY

By 
(Title) _____
PRESIDENT

(t) Project Repayment Period

"Project repayment period" shall mean that period of years commencing on January 1, 1961, and extending until December 31, 2035; Provided, that whenever construction of any project facilities is financed by a bond issue with maturity dates later than December 31, 2035, whether the bonds are issued pursuant to the Bond Act or other authority, repayment of the costs of such facilities shall be extended to end on the date of the latest maturities of the bonds with which construction of such facilities is financed.

2. Article 2 of the Agency's Water Supply Contract with the State is amended to read as follows:

(2) Term of Contract

This contract shall become effective on the date first above written and shall remain in effect for the longest of the following:

1. The project repayment period
2. 75 years
3. The period ending with the latest maturity date of any bond issue used to finance the construction costs of project facilities.

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 12 TO WATER SUPPLY CONTRACT
BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND THE
CASTAIC LAKE WATER AGENCY

THIS CONTRACT, made this 12th day of January,
1981, pursuant to the provisions of the California Water Resources
Development Bond Act, the State Central Valley Project Act, and
other applicable laws of the State of California, between the
State of California, acting by and through its Department of Water
Resources, herein referred to as the "State", and Castaic Lake
Water Agency, herein referred to as the "Agency";

WHEREAS, the State and the Agency have entered into and
subsequently amended a water supply contract providing that the
State will supply certain quantities of water to the Agency, and
providing that the Agency shall make certain payments to the
State, and setting forth the terms and conditions of such supply
and such payment; and

WHEREAS, the State and the Agency desire to make certain
changes and additions to such contract, while otherwise continuing
the contract in full force and effect;

NOW, THEREFORE, it is mutually agreed that the following
changes and additions are hereby made to the Agency's water supply
contract with the State:

1. Article 1(e) is amended to read:

construction at the same time of alternative new water supply sources which are either reservoirs located north of the Delta or off-Aqueduct storage reservoirs located south or west of the Delta designed to supply water to the California Aqueduct. The following facilities and programs shall hereinafter be referred to as "Local Projects":

(A) On-stream and off-stream surface storage reservoirs not provided for in Section 12938 of the Water Code, that will produce project water for the System for a period of time agreed to by the sponsoring contractor;

(B) Ground water storage facilities that will produce project water for the System for a period of time agreed to by the sponsoring contractor;

(C) Waste water reclamation facilities that will produce project water for the System for a period of time agreed to by the sponsoring contractor;

(D) Water and facilities for delivering water purchased by the State for the System for a period of time agreed to by the sponsoring contractor; provided that the economic test specified herein shall be applied to the cost of these facilities together with the cost of the purchased water; and

(E) Future water conservation programs and facilities that will reduce demands by the sponsoring contractor for project water from the System for a period of time agreed to by the sponsoring contractor and will thereby have the effect of increasing project water available in the Delta for distribution.

(B) All contractors within whose boundaries any portion of such Local Project is located, and who are not sponsoring contractors for such Local Project give their written approval of such Local Project.

(5) "Sponsoring contractor" as used in this Article 1(h) shall mean the contractor or contractors who either will receive the yield from facilities described in 2(A), (B), (C), or (D) above, or agree to reduce demands for project water from the System pursuant to 2(E) above.

(6) In the event of a shortage in water supply within the meaning of Article 18(a), the determination of whether to count, in whole or in part, the yield from facilities described in 2(A), (B), (C), or (D) above, or the reduced demand from future conservation programs described in 2(E) above in the allocation of deficiencies among contractors will be based on a project-by-project evaluation taking into consideration such factors as any limitation on the use of the water from such facilities and whether the sponsoring contractor has access to project water from the Delta as an alternate to such facilities.

3. Article 1(1)(2) is amended to read:

(2) Facilities for the generation and transmission of electrical energy of the following types:

(A) Hydroelectric generating and transmission facilities, whose operation is dependent on the transportation of project water, or on releases to channels downstream of project facilities defined under (1) above. Such facilities shall be called "project aqueduct power recovery plants."

(5) funds advanced by any contractor without the actual incurring of bonded debt therefor, for which the net interest cost and terms shall be those which would have resulted if the contractor had sold bonds for the purpose of funding the advance, as determined by the State, and

(6) funds borrowed from the General Fund or other funds in the Treasury of the State of California, for which the total interest cost shall be computed at the interest rate earned over the period of such borrowing by moneys in the Pooled Money Investment Account of such Treasury invested in securities,

to the extent the proceeds of any such bonds, advances or loans are for construction of the State Water Facilities defined in Section 12934(d) of the Water Code, the additional project conservation facilities, and the supplemental conservation facilities, (except off-aqueduct power facilities and advances for delivery structures, measuring devices and excess capacity) and without regard to any premiums received on the sale of bonds under item (1) above. The "project interest rate" shall be computed as a decimal fraction to five places.

5. Subdivision (h) is added to Article 22 to read:

(h) The determination of the rate for water under the Delta Water Charge shall be made by including the appropriate costs and quantities of water, calculated in accordance with subdivisions (c), (d) and (e) above, for all additional project conservation facilities as defined in Article 1(h) hereinabove. In the event a Local Project as defined in Article 1(h)(2) will,

(d) Notwithstanding the provisions of subdivisions (a) and (b) of this article, or of Article 1(s), the costs of off-aqueduct power facilities shall be determined and allocated as follows:

(1) The off-aqueduct power costs shall include all annual costs the State incurs for any off-aqueduct power facility, which shall include, but not be limited to, power purchases, any annual principal and interest payments on funds borrowed by or advanced to the State, annual principal and interest on bonds issued by the State or other agency, or under revenue bond financing contracts, any requirements for coverage, deposits to reserves, and associated operation and maintenance costs of such facility, less any credits, interest earnings, or other monies received by the State in connection with such facility. In the event the State finances all or any part of an off-aqueduct power facility directly from funds other than bonds or borrowed funds, in lieu of such annual principal and interest payments, the repayment of capital costs as to that part financed by such other funds shall be determined on the basis of the schedule that would have been required under Article 24.

(2) The annual costs of off-aqueduct power facilities as computed in (1) above shall initially be allocated among contractors in amounts which bear the same proportions to the total amount of such power costs that the total estimated electrical energy (kilowatt hours) required to pump through project transportation facilities the desired delivery amounts of annual entitlements for that year, as submitted pursuant to

reallocation shall include appropriate interest at the project interest rate.

9. Subdivision (e) is added to Article 25 to read:

(e) The total minimum operation, maintenance, power and replacement component due that year from each contractor shall be the sum of the allocations made under the proportionate use of facilities method provided in subdivision (b) of this article and the allocations made pursuant to subdivision (d) of this article for each contractor.

10. Subdivision (b) of Article 32 is amended to read:

(b) Interest on Overdue Payments

Upon every amount of money required to be paid by the Agency to the State pursuant to this contract which remains unpaid after it becomes due and payable, interest shall accrue at an annual rate equal to that earned by the Pooled Money Investment Fund, as provided in Government Code Sections 16480, et seq. calculated monthly on the amount of such delinquent payment from and after the due date until it is paid, and the Agency hereby agrees to pay such interest: provided, that no interest shall be charged to or be paid by the Agency unless such delinquency continues for more than thirty (30) days.

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 13 TO WATER SUPPLY CONTRACT
BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
CASTAIC LAKE WATER AGENCY

THIS CONTRACT is made this 6th day of June, 1987.

pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State", and Castaic Lake Water Agency, herein referred to as the "Agency".

WHEREAS, the State and the Agency have entered into and subsequently amended a water supply contract providing that the State will supply certain quantities of water to the Agency, and providing that the Agency shall make certain payments to the State, and setting forth the terms and conditions of such supply and such payment;

WHEREAS, the State and the Agency wish to provide financing for project facilities with water system revenue bonds and provide for repayment of water system revenue bonds;

WHEREAS, the State and the Agency wish to clarify the definition of the project interest rate without changing the interpretation of Article 1(r), except for the addition of item (7), and to specify that financing costs of water system facilities and East Branch Enlargement facilities shall not be included in calculating the project interest rate; and

(2) Revenue bonds issued by the State under the Central Valley Project Act after May 1, 1969,

(3) Bonds issued by the State under any other authority granted by the Legislature or the voters,

(4) Bonds issued by any agency, district, political subdivision, public corporation, or nonprofit corporation of this State,

(5) Funds advanced by any contractor without the actual incurring of bonded debt therefor, for which the net interest cost and terms shall be those which would have resulted if the contractor had sold bonds for the purpose of funding the advance, as determined by the State,

(6) Funds borrowed from the General Fund or other funds in the Treasury of the State of California, for which the total interest cost shall be computed at the interest rate earned over the period of such borrowing by moneys in the Surplus Money Investment Fund of such Treasury invested in securities, and

(7) Any other financing capability available in the Treasury of the State of California at whatever interest rate and other financing costs are provided in the law authorizing such borrowing. However, the use of other financing from the State Treasury is intended to involve only short term borrowing at interest rates and other financing costs no greater than those charged to other State agencies during the same period until such time as the Department can sell bonds and reimburse the source of the short term borrowing from the proceeds of the bond sale.

between the State and The Metropolitan Water District of Southern California, dated July 2, 1984, and May 15, 1985, which increased the East Branch Aqueduct capacity beyond that set forth in Table B-2 as shown in State Bulletin 132-70;

(5) That portion of Reach 24 (Silverwood Lake) to be determined by reallocation of Reach 24 to reflect the additional use to be made of that reach as a result of the East Branch Enlargement operation; and

(6) That portion of Reach 25 (San Bernardino Tunnel) to be determined by an allocation of total delivery capacity of Reach 25 between the basic East Branch facilities and the East Branch Enlargement as a result of East Branch Enlargement operation.

4. Article 1 (hh) is added to read:

(hh) "Water System Facilities" shall mean the following facilities to the extent that they are financed with water system revenue bonds or to the extent that other financing of such facilities is reimbursed with proceeds from water system revenue bonds:

(1) The North Bay Aqueduct,

(2) The Coastal Branch Aqueduct,

(3) Delta Facilities, including Suisun Marsh facilities, to serve the purposes of water conservation in the Delta, water supply in the Delta, transfer of water across the Delta, and mitigation of the environmental effects of project facilities, and to the extent presently authorized as project purposes, recreation and fish and wildlife enhancement,

(4) Local projects as defined in Article 1(h)(2) designed to develop no more than 25,000 acre-feet of project yield from each project,

shall be calculated in accordance with provisions in Article 5. of this contract.

6.5. Article 28(e) of the Agency's water supply contract with the State is added to read:

28(e) Notwithstanding the provisions of Article 28(b), adjustments for prior overpayments and underpayments shall be repaid beginning in the year following the redetermination by application of a unit rate per acre-foot which, when paid for the projected portion of the Agency's annual entitlement will return to the State, during the project repayment period, together with interest thereon computed at the project interest rate and compounded annually, the full amount of the adjustments resulting from financing after January 1, 1987, from all bonds, advances, or loans listed in Article 1(r) except for Article 1(r)(3) and except for bonds issued by the State under the Central Valley Project Act after January 1, 1987 for facilities not listed among the water system facilities in Article 1(hh). Notwithstanding the immediately preceding exception, such amortization shall also apply to any adjustments in this component charge resulting from a change in the project interest rate due to any refunding after January 1, 1986 of bonds issued under the Central Valley Project Act. However, amortization of adjustments resulting from items 1(r)(4) through (7) shall be limited to a period which would allow the Department to repay the debt service on a current basis until such time as bonds are issued to reimburse the source of such funding. In no event shall this amortization period be greater than the project repayment period.

credits are determined by the State to be available, such credits shall be promptly provided to the contractors and shall be in proportion to the payments under this article from each contractor. Reserves, bond debt service coverage, interest, and other earnings may be used in the last year to retire the bonds.

(b) Annual charges to recover water system revenue bond financing costs shall consist of two elements.

(1) The first element shall be an annual charge to the Agency for repayment of capital costs of water system facilities as determined under Articles 22 and 24 of this contract with interest at the project interest rate. For conservation facilities, the charge shall be a part of the capital cost component of the Delta Water Charge in accordance with Article 22. For transportation facilities, the charge shall be a part of the capital cost component of the Transportation Charge in accordance with Article 24.

(2) The second element shall be the Agency's share of a Water System Revenue Bond Surcharge to be paid in lieu of a project interest rate adjustment. The total annual amount to be paid by all contractors under this element shall be the difference between the total annual charges under the first element and the annual financing costs of the water system revenue bonds. The amount to be paid by each contractor shall be calculated annually as if the project interest rate were increased to the extent necessary to produce revenues from all contractors sufficient to pay such difference for that year. In making that calculation, adjustments in the Agency's Transportation capital cost component charges for prior overpayments and underpayments shall be determined as if amortized over the remaining years of the project repayment period.

of any water system revenue bond issuances and the form of any necessary resolutions or supplements.

(h) Defaults. (1) If a contractor defaults partially or entirely on its payment obligations calculated under this article and sufficient insurance or other security protecting the non-defaulting contractors is not provided under Article 50(f), the State shall allocate a portion of the default to each non-defaulting contractor. The Agency's share of the default shall be equal to an amount determined by multiplying the total default amount to be charged to all non-defaulting contractors by the ratio that the Agency's maximum Table A entitlement bears to the maximum Table A entitlements of all non-defaulting contractors. However, such amount shall not exceed in any year 25 percent of the Water System Revenue Bond financing costs that are otherwise payable by the Agency in that year. The amount of default to be charged to non-defaulting contractors shall be reduced by any receipts from insurance protecting non-defaulting contractors and bond debt service coverage from a prior year and available for such purpose.

(2) If a contractor defaults partially or entirely on its payment obligations under this article, the State shall also pursuant to Article 20, upon six months' notice to the defaulting contractor, suspend water deliveries under Article 20 to the defaulting contractor so long as the default continues. The suspension of water deliveries shall be proportional to the ratio of the default to the total water system revenue bond payments due from the defaulting contractor. However, the State may reduce, eliminate, or not commence suspension of deliveries pursuant to this subparagraph if it determines suspension in the amounts otherwise required is likely to impair the

coverage, such increase shall be handled in the same manner as provided in Article 50(a).

(7) Action taken pursuant to this subarticle shall not deprive the State of or limit any remedy provided by this contract or by law for the recovery of money due or which may become due under this contract.

(1) Power of Termination.

(1) The Department and the Agency agree to negotiate in good faith the development of a means to provide adequate protection for the Department's cash flow into priorities one and two for revenues under Water Code Section 12937(b) with the goal of obtaining agreement by April 1, 1987. The Department and the Agency agree to continue negotiations beyond April 1, 1987 if necessary to meet their common goal of arriving at agreement.


(2) If such an agreement has not been reached by April 1, 1987, and if the Director of Water Resources determines that adequate progress has not been made toward such an agreement, the Director may give notice to the Agency and other contractors that he intends to exercise the power to terminate provided in this subarticle 50(1). The Director's authority to give such a notice shall terminate on July 1, 1988.

(3) After six months from the date of issuing the notice of intent to terminate, but in no event later than January 1, 1989, the Director may terminate the authority of the Department to issue additional series of water system revenue bonds using the repayment provisions of Article 50. The Department shall promptly notify the Agency and other contractors that the Director has exercised the power of termination.

IN WITNESS WHEREOF, the parties have executed this contract on the date first above written.

Approved as to legal form and sufficiency:

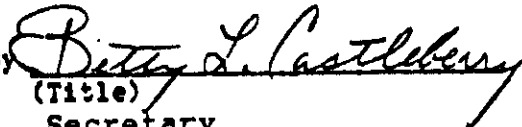
STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

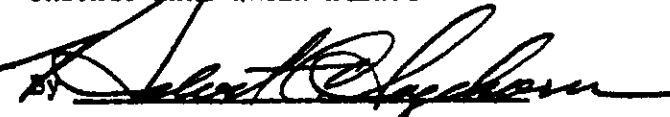
By 
Chief Counsel
Department of Water Resources

By 
Director

Attest:

CASTAIC LAKE WATER AGENCY

By 
(Title)
Secretary

By 
General Manager

to the extent the proceeds of any such bonds, advances or loans are for construction of the State Water Facilities defined in Section 12934(d) of the Water Code, the additional project conservation facilities, and the supplemental conservation facilities, (except off-aqueduct power facilities and advances for delivery structures, measuring devices and excess capacity) and without regard to any premiums received on the sale of bonds under item (1) above. The "project interest rate" shall be computed as a decimal fraction to five places.

WHEREAS, the State and the Agency desire to amend the provisions of such contract related to the delivery and scheduling of entitlement water to allow, under certain conditions, the carry-over of a portion of the Agency's entitlement deliveries from a respective year into the first three months of the next calendar year.

WHEREAS, the carry-over of entitlement by the Agency is not intended to adversely impact current or future project operations.

WHEREAS, the State Water Project contractors and the Department are aware that the carry-over of entitlement water from one year into the next may increase or decrease the costs to other SWP contractors in either year. The tracking of those costs may be too complex and expensive and does not warrant special accounting procedures to be established; however, any significant identifiable cost shall be charged to those contractors causing such cost, as determined by the Department;

WHEREAS, the carry-over of entitlement water is not to affect the payment provisions of the contract.

NOW THEREFORE, it is mutually agreed that the following changes and additions are hereby made to the Agency's Water Supply Contract with the State:

1. Article 1(ii) is added to read:

"Carry-over Entitlement Water" shall mean water from a contractor's annual entitlement for a respective year which is made available for delivery by the State in the next year pursuant to Article 12(e).

conditions consistent with this Article 12(e) that would govern the delivery of the Carry-over Entitlement Water.

The Agency agrees to pay all significant identifiable costs associated with its Carry-over Entitlement Water, as determined by the State.

All scheduling and delivery of Carry-over Entitlement Water shall be carried out pursuant to the provisions of this contract.

The Agency agrees to forego the delivery of any Carry-over Entitlement Water that is lost because of project operations or is not delivered by March 31 of the next year.

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 15 TO WATER SUPPLY
CONTRACT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
CASTAIC LAKE WATER AGENCY

THIS AMENDMENT to the Water Supply Contract is made this 11th day of APRIL, 1991, pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State", and Castaic Lake Water Agency, herein referred to as the "Agency".

RECITALS:

WHEREAS, the State and the Agency entered into a contract whereby the State will deliver and the Agency will purchase a supply of water to be made available from project facilities constructed by the State;

WHEREAS, the State and the Agency included in such contract an article which entitles the Agency to obtain from the State deliveries of surplus water when available;

WHEREAS, the State and the Agency desire to amend the provisions of such contract related to the deliveries of surplus water; and

3. Article 21(f) of the Agency's water supply contract with the State is amended to read:

(f) Power Costs.

(1) Beginning January 1, 1991, the Agency shall pay power charges for pumping surplus water as follows:

(A) If during a calendar month it is either not necessary to purchase power for pumping surplus water, or it is necessary to purchase power for pumping surplus water and the purchased power rate is less than or equal to the Melded Power Rate (defined as the average unit charge for pumping entitlement water during the calendar year for all power resources, including on-aqueduct power resources, off-aqueduct power resources, and any other power resources), then the monthly charges to the Agency for the Net Power (gross power used to pump the surplus water less power generated by the surplus water) used to pump surplus water to the Agency shall be determined using the Melded Power Rate.

(2) By receiving surplus or unscheduled water under this Article 21(f), the Agency accepts the responsibility to indemnify, defend, and hold harmless the State, its officers, employees and agents from all liability, expenses, defense costs, attorney fees, claims, actions, liens, and lawsuits of whatever kind, arising out of or related to this article.

(3) Effective January 1, 1991, power charges for delivery of unscheduled water to the Agency shall be calculated in the same manner as provided in this Article 21(f).

4. This Amendment shall take effect on January 1, 1991, only if, by January 31, 1991 an Amendment substantially the same as this one is executed by contractors that together have maximum annual entitlements totaling at least 3,796,007 acre-feet. By February 15, 1991, the State will inform the Agency of whether sufficient contractors had executed the Amendment to cause the Amendment to take effect.

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AGREEMENT RELATING TO CONSOLIDATION AND TERMINATION OF THE WATER
SUPPLY CONTRACT BETWEEN THE STATE OF CALIFORNIA AND DEVIL'S DEN
WATER DISTRICT BEING AMENDMENT NO. 16 TO WATER SUPPLY CONTRACT
BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND
CASTAIC LAKE WATER AGENCY

THIS CONTRACT is made this 3rd day of January,
1991, pursuant to the provisions of the California Water
Resources Development Bond Act, the Central Valley Project Act,
and other applicable laws of the State of California, between the
State of California, acting by and through its Department of
Water Resources, herein referred to as the "State", and Castaic
Lake Water Agency, herein referred to as the "Agency", and
Devil's Den Water District, herein referred to as "Devil's Den".

RECITALS:

WHEREAS, the State and the Agency (formerly Upper Santa
Clara Water Agency) have entered into and subsequently amended a
water supply contract dated April 30, 1963, providing that the
State will supply certain quantities of water to the Agency, and
providing that the Agency shall make certain payments to the
State, and setting forth the terms and conditions of such supply
and such payment;

WHEREAS, the State and the Agency desire to make certain changes to the Agency's mentioned contract, while otherwise continuing the Agency's contract in full force and effect.

AGREEMENT:

NOW, THEREFORE, the parties agree that the following changes are made to the Agency's water supply contract with the State, effective January 1, 1992.

1. Table A is amended to read as follows:

TABLE A
ANNUAL ENTITLEMENTS
CASTAIC LAKE WATER AGENCY

<u>Calendar Year</u>		<u>Total Annual Amount in Acre-Feet</u>
1968		3,700
1969		5,000
1970		5,700
1971		6,700
1972	1	8,936
1973	2	12,400
1974	3	15,400
1975	4	18,200
1976	5	21,200
1977	6	24,100
1978	7	24,762
1979	8	28,000
1980	9	30,400
1981	10	32,800
1982	11	34,800
1983	12	37,300
1984	13	39,600
1985	14	41,800
1986	15	43,600
1987	16	45,600
1988	17	48,000
1989	18	50,100
1990	19	52,000
1991	20	54,200
1992	21	54,200
And each succeeding year thereafter, for the term of this contract		54,200

4. Article 12(c) of the Agency's contract with the State is amended to read:

(c) Limit on Rate of Delivery to Agency

(1) In no event shall the State be obligated to deliver water to the Agency from Castaic Lake at a total combined instantaneous rate of flow exceeding ninety-nine (99) cubic feet per second, except as this rate of flow may be revised by amendment of this article after submission to the State of the Agency's requests with respect to maximum flow capacities to be provided in said delivery structures, pursuant to Article 10.

(2) In no event shall the State be obligated to deliver water to the Agency through the delivery structure at Devil's Den from Reach 31A at a total combined instantaneous rate of flow exceeding thirty-eight (38) cubic feet per second.

5. The proportionate use of facilities factors in the Agency's Table B will be revised to include:

(a) Additional capacity in the California Aqueduct from the Sacramento-San Joaquin Delta through Reach 31A of the Coastal Aqueduct for transporting 12,700 acre-feet with no more than a total amount in any one month of any year of project water greater than eighteen (18) percent of that portion of the Agency's annual entitlement for that year,

8. Pursuant to Article 15(a), the State consents to the Agency annually taking delivery of up to 12,700 acre-feet of the Agency's Table A annual entitlement water at the turnout to Devil's Den in Reach 31A consistent with Article 5(a) above. In any year when the Department determines that sufficient water is available, Article 12(d), surplus, and unscheduled water may also be delivered to the Agency in Reach 31A based upon the amount of the Agency's Table A annual entitlement requested for delivery in that reach.

9. The Agency agrees to indemnify, defend, and hold harmless the State from any liability, expenses, defense costs, attorney fees, claims, actions, liens and lawsuits of any kind arising out of or related to the actions implementing this amendment.

10. Covenants Between the State and Devil's Den:

The State and Devil's Den agree, in consideration of the assumption hereunder by the Agency and the State of new duties under the Castaic Lake Water Agency contract, that the Devil's Den Contract is terminated effective January 1, 1992, and the State and Devil's Den are discharged, effective January 1, 1992, from their respective duties under the Devil's Den Contract.

IN WITNESS WHEREOF, the parties hereto have executed
this contract on the date first above written.

Approved as to legal form
and sufficiency:

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

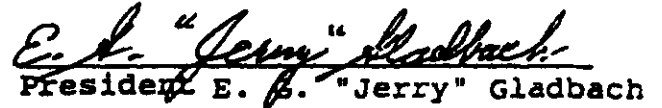


Chief Counsel
Department of Water Resources

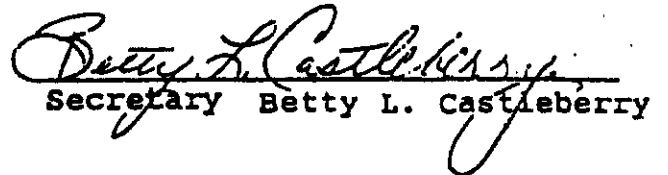


Director

CASTAIC LAKE WATER AGENCY



President E. B. "Jerry" Gladbach



Secretary Betty L. Castleberry

DEVIL'S DEN WATER DISTRICT



President Robert L. Larson



Secretary Laurie Foster

1 WHEREAS, the contractors and the State have negotiated an
2 amendment to the water supply contracts to implement provisions of
3 the Monterey Agreement (the "Monterey Amendment"); and

4 WHEREAS, the State and the Agency desire to implement such
5 provisions by incorporating this Monterey Amendment into the water
6 supply contract;

7 NOW, THEREFORE, IT IS MUTUALLY AGREED that the following
8 changes and additions are hereby made to the Agency's water supply
9 contract with the State:

10
11
12 **1. Article 1(d) is amended to read:**

13 **(d) Contractor**

14 "Contractor" shall mean any entity that has executed, or is
15 an assignee of, a contract of the type published in Department of
16 Water Resources Bulletin No. 141 dated November 1965, with the
17 State for a dependable supply of water made available by the System,
18 except such water as is made available by the facilities specified
19 in Section 12934(d)(6) of the Water Code.

20
21 **2. Article 1(k) is amended to read:**

22 **(k) Minimum Project Yield**

23 "Minimum project yield" shall mean the dependable annual
24 supply of project water to be made available, estimated to be
25 4,185,000 acre-feet per year, said amount to be determined by the
26 State on the basis of coordinated operation studies of initial
27 project conservation facilities and additional project conservation
28 facilities, which studies shall be based upon:

1 (5) Land acquisition prior to December 31, 1995, for
2 the Kern Fan Element of the Kern Water Bank,

3 (6) Additional pumps at the Banks Delta Pumping Plant,

4 (7) The transmission line from Midway to Wheeler Ridge
5 Pumping Plant,

6 (8) Repairs, additions, and betterments to conservation
7 or transportation facilities existing as of January 1, 1987,
8 and to all other facilities described in this subarticle (hh)
9 except for item (5),

10 (9) A project facilities corporation yard, and

11 (10) A project facilities operation center.

12
13 **4. Article 1(jj) is added to read:**

14 **(jj) Interruptible water**

15 "Interruptible water" shall mean project water available as
16 determined by the State that is not needed for fulfilling
17 contractors' annual entitlement deliveries as set forth in their
18 water delivery schedules furnished pursuant to Article 12 or for
19 meeting project operational requirements, including storage goals
20 for the current or following years.

21
22 **5. Article 1(kk) is added to read:**

23 **(kk) Nonproject water**

24 "Nonproject water" shall mean water made available for
25 delivery to contractors that is not project water as defined in
26 Article 1(j).

27

28

1 Other terms and conditions of the continued service shall be
2 reasonable and equitable and shall be mutually agreed upon. In the
3 event that said terms and conditions provide for continued service
4 for a limited number of years only, the Agency shall have the same
5 option to receive continued service here provided for upon the
6 expiration of that and each succeeding period of continued service.
7

8 8. Article 7(a) is amended to read:

9 (a) **Changes in Annual Entitlements**

10 The Agency may, at any time or times during the term of this
11 contract, by timely written notice furnished to the State, request
12 that project water be made available to it thereafter in annual
13 amounts greater or less than the annual entitlements designated in
14 Table A of this contract. Subject to approval by the State of any
15 such request, the State's construction schedule shall be adjusted
16 to the extent necessary to satisfy the request, and the requested
17 increases or decreases in said annual entitlements shall be
18 incorporated in said Table A by amendment thereof. Requests for
19 changes in annual entitlements for more than one year shall be
20 approved by the State: *Provided*, That no change shall be approved
21 if in the judgment of the State it would impair the financial
22 feasibility of project facilities.
23

24 9. The title of Article 12 is amended to read "Priorities,
25 Amounts, Times and Rates of Deliveries".
26
27
28

1 Fourth, project water previously stored pursuant to Articles
2 12(e) and 56.

3 Fifth, nonproject water to fulfill contractors' annual
4 entitlements for that year not met by the first two priorities.

5 Sixth, additional interruptible water delivered to contractors
6 in excess of their annual entitlements for that year.

7 Seventh, additional nonproject water delivered to contractors
8 in excess of their annual entitlements for that year.

9
10 **13. Article 14 is amended to read:**

11 **Curtailment of Delivery**

12 **(a) State May Curtail Deliveries**

13 The State may temporarily discontinue or reduce the delivery
14 of project water to the Agency hereunder for the purposes of
15 necessary investigation, inspection, maintenance, repair, or
16 replacement of any of the project facilities necessary for the
17 delivery of project water to the Agency, as well as due to outages
18 in, or reductions in capability of, such facilities beyond the
19 State's control or unuseability of project water due to an emergency
20 affecting project facilities. The State shall notify the Agency as
21 far in advance as possible of any such discontinuance or reduction,
22 except in cases of emergency, in which case notice need not be
23 given.

24 **(b) Agency May Receive Later Delivery of Water Not
25 Delivered**

26 In the event of any discontinuance or reduction of delivery
27 of project water pursuant to subdivision (a) of this article, the
28 Agency may elect to receive the amount of annual entitlement which
otherwise would have been delivered to it during such period under

1 contractors for domestic supply, fire protection, or sanitation
2 during the year. If a contractor is allocated more water than it
3 requested, the excess water shall be reallocated among the other
4 contractors in proportion to their annual entitlements as provided
5 for above. The foregoing provisions of this subdivision shall be
6 inoperative to the extent necessary to comply with subdivision (c)
7 of this article and to the extent that a contractor's annual
8 entitlement for the respective year reflects established rights
9 under the area of origin statutes precluding a reduction in
10 deliveries to such contractor.

11 (b) - Deleted

12 (c) **Permanent Shortage; Contracts for Areas-of-Origin**

13 In the event that the State, because of the establishment by
14 a party of a prior right to water under the provisions of Sections
15 11460 through 11463 of the Water Code, enters into a contract with
16 such party for a dependable supply of project water, which contract
17 will cause a permanent shortage in the supply of project water to
18 be made available to the Agency hereunder:

19 (1) The State shall: (i) equitably redistribute the costs of
20 all transportation facilities included in the System among all
21 contractors for project water, taking into account the diminution
22 of the supply to the Agency and other prior contractors in
23 accordance with the terms of their contracts, and (ii) revise the
24 Agency's annual entitlements and maximum annual entitlement, by
25 amendment of Table A of this contract to correspond to the reduced
26 supply of project water to be made available to the Agency:
27 *Provided*, That such redistribution of costs of transportation
28 facilities shall not be made until there has been reasonable

1
2 (d) **Reinstatement of Entitlements**

3 If after any revision of annual entitlements and maximum
4 annual entitlements pursuant to subdivision (c) of this article,
5 circumstances arise which, in the judgment of the State, justify a
6 revision upward of the same, the State shall, with the consent of
7 the affected contractor, reinstate proportionately the previously
8 reduced entitlements of such contractor to the extent deemed
9 justified, and shall equitably redistribute the costs of the project
10 transportation facilities if inequities would otherwise occur as a
11 result of such reinstatement of entitlements.

12 (e) **Advance Notice of Delivery Reductions**

13 The State shall give the Agency written notice as far in
14 advance as possible of any reduction in deliveries to it which is
15 to be made under subdivision (a) of this article and, to the extent
16 possible, shall give the Agency written notice five (5) years in
17 advance of any reduction in its annual entitlements and maximum
18 annual entitlement under subdivision (c) of this article. Reports
19 submitted to the Agency pursuant to Article 16(c) may constitute
20 such notices.

21 (f) **No Liability for Shortages**

22 Neither the State nor any of its officers, agents, or
23 employees shall be liable for any damage, direct or indirect,
24 arising from shortages in the amount of water to be made available
25 for delivery to the Agency under this contract caused by drought,
26 operation of area of origin statutes, or any other cause beyond its
27 control.

1 off-aqueduct, and any other power) incurred in the transportation
2 of such water as if such interruptible water were entitlement water,
3 as well as all incremental operation, maintenance, and replacement
4 costs, and any other incremental costs, as determined by the State.
5 The State shall not include any administrative or contract
6 preparation charge. Incremental costs shall mean those nonpower
7 costs which would not be incurred if interruptible water were not
8 scheduled for or delivered to the contractor. Only those
9 contractors not participating in the repayment of the capital costs
10 of a reach shall be required to pay any use of facilities charge for
11 the delivery of interruptible water through that reach.

12 (c) **Contracts**

13 To obtain a supply of interruptible water, a contractor shall
14 execute a further contract with the State which shall be in
15 conformity with this article and shall include at least provisions
16 concerning the scheduling of deliveries of interruptible water and
17 times and methods of payment.

18
19 **17. Article 22(j) is amended to read:**

20 (j) Notwithstanding provisions of Article 22(a) through (i),
21 the capital cost component and the minimum OMP&R component of the
22 Delta Water Charge shall include an annual charge to recover the
23 Agency's share of the conservation portion of the water system
24 revenue bond financing costs. Charges to the Agency for these costs
25 shall be calculated in accordance with provisions in Article 50 of
26 this contract. Charges for the conservation portion of the water
27 system revenue bond financing costs shall not be affected by any
28 reductions in payments pursuant to Article 51.

1 subdivision shall be controlling as to allocations of capital costs
2 to the Agency. Proportionate use of facilities factors for prior
3 years shall not be adjusted by the State in response to changes or
4 transfers of entitlement among contractors unless otherwise agreed
5 by the State and the parties to the transfer and unless there is no
6 impact on past charges or credits of other contractors.

7
8 **19. Article 24(g) is amended to read:**

9 (g) Notwithstanding provisions of Article 24(a) through (d),
10 the capital cost component of the Transportation Charge shall
11 include an annual charge to recover the Agency's share of the
12 transportation portion of the water system revenue bond financing
13 costs. Charges to the Agency for these costs shall be calculated
14 in accordance with the provisions of Article 50 of this contract.
15 Charges for the transportation portion of the water system revenue
16 bond financing costs shall not be affected by any reductions in
17 payments pursuant to Article 51.

18
19 **20. Article 25(d)(3) is amended to read:**

20 (3) An interim adjustment in the allocation of the power costs
21 calculated in accordance with (2) above, may be made in May of each
22 year based on April revisions in approved schedules of deliveries
23 of project and nonproject water for contractors for such year. A
24 further adjustment shall be made in the following year based on
25 actual deliveries of project and nonproject water for contractors
26 provided, however, in the event no deliveries are made through a
27 pumping plant, the adjustments shall not be made for that year at
28 that plant.

1 the charges for the year before that for obligations under
2 subdivisions (c) (2) (ii) and (iii) of this article.

3 (b) **State Water Facilities Capital Account**

4 (1) The State shall establish a State Water Facilities
5 Capital Account to be funded from revenues available under Water
6 Code section 12937(b) (4). Through procedures described in this
7 article and as limited by this article, the State may consider as
8 a revenue need under subdivision (c) (2) (v) of this article and may
9 deposit in the State Water Facilities Capital Account the amounts
10 necessary to pay capital costs of the State Water Facilities for
11 which neither general obligation bond nor revenue bond proceeds are
12 available, including but not limited to planning, reconnaissance and
13 feasibility studies, the San Joaquin Valley Drainage Program and,
14 through the year 2000, the CALFED Bay-Delta Program.

15 (2) The Director of the Department of Water Resources shall
16 fully consult with the contractors and consider any advice given
17 prior to depositing funds into this account for any purposes.
18 Deposits into this account shall not exceed the amounts specified
19 in subdivision (c) (2) (v) of this article plus any amounts determined
20 pursuant to subdivision (e) (1) (iii) of this article.

21 (3) The State shall use revenue bonds or other sources of
22 moneys rather than this account to finance the costs of construction
23 of any major capital projects.

24 (c) **Calculation of Financial Needs**

25 (1) Each year the State shall calculate in accordance with
26 the timing provisions of Articles 29 and 31 the amounts that would
27 have been charged (but for this article) to each contractor as
28 provided in other provisions of this contract.

1 (3) Subject to the provisions of subdivision (e) of this
2 article, the State shall reduce the annual charges in the aggregate
3 for all contractors by the amounts by which the hypothetical charges
4 calculated pursuant to subdivision (c)(1) above exceed the revenue
5 needs determined pursuant to subdivision (c)(2) above. The
6 reductions under this article shall be apportioned among the
7 contractors as provided in subdivisions (d), (e), (f) and (g) of
8 this article. Reductions to contractors shall be used to reduce the
9 payments due from the contractors on each January 1 and July 1;
10 Provided, however, that to the extent required pursuant to
11 subdivision (h) of this article, each Agricultural Contractor shall
12 pay to the Agricultural Rate Management Trust Fund an amount equal
13 to the reduction allocated to such Agricultural Contractor. Any
14 default in payment to the trust fund shall be subject to the same
15 remedies as any default in payment to the State under this contract.

16 (4) The State may submit a supplemental billing to the Agency
17 for the year in an amount not to exceed the amount of the prior
18 reductions for such year under this article if necessary to meet
19 unanticipated costs for purposes identified in Water Code section
20 12937(b)(1) and (2) for which the State can issue billings under
21 other provisions of this contract. Any supplemental billing made
22 to the Agency for these purposes shall be in the same proportion to
23 the total supplemental billings to all contractors for these
24 purposes as the prior reduction in charges to the Agency in that
25 year bears to the total reductions in charges to all contractors in
26 that year and shall be treated as reducing the amount of the
27 reduction made available for that year to the Agency by the amount
28 of the supplemental bill to the Agency.

1 Agricultural Contractors, and the remaining reductions shall be
2 apportioned among the Urban Contractors.

3 (iii) In 1999 reductions in the amount of \$32 million
4 are projected to be available and shall be applied as follows: the
5 first \$10 million of reductions shall be apportioned among the
6 Agricultural Contractors, and the remaining reductions shall be
7 apportioned among the Urban Contractors.

8 (iv) In 2000 reductions in the amount of \$33 million are
9 projected to be available and shall be applied as follows: the first
10 \$10 million of reductions shall be apportioned among the
11 Agricultural Contractors, and the remaining reductions shall be
12 apportioned among the Urban Contractors.

13 (3) (i) In the event that the aggregate amount of reductions
14 in any of the years 1997 through 2000 is less than the respective
15 amount projected for such year in subdivision (d) (2) above, the
16 shortfall shall be taken first from reductions that would have been
17 provided to Urban Contractors. Only after all reductions to Urban
18 Contractors have been eliminated in a given year shall the remaining
19 shortfall be taken from reductions scheduled for Agricultural
20 Contractors. Any projected reductions not made available due to
21 such shortfalls in the years 1997 through 2000 shall be deferred
22 with interest at the project interest rate to the earliest
23 subsequent years when reductions in excess of those projected for
24 those years are available. Such deferred reductions with interest
25 at the project interest rate shall be applied to the charges of the
26 contractors whose reductions have been deferred.

27 (ii) In the event that the aggregate amount of
28 reductions available in any of the years 1997 through 2000 is

1 (5) Annual charges to a contractor shall only be reduced
2 prospectively from and after the date it executes the Monterey
3 Amendment to this contract. Apportionments of reductions shall be
4 calculated on the assumption that all contractors have executed such
5 amendment.

6 (e) **Review of Financial Requirements**

7 (1) In 2001 and every fifth year thereafter the Director of
8 the Department of Water Resources, in full consultation with the
9 contractors, will review the financial requirements of the State
10 Water Resources Development System and determine the following:

11 (i) The amount of revenues that are needed for State
12 Water Resources Development System purposes in addition to those
13 needed for the purposes specified in subdivisions (c)(2)(i), (ii),
14 (iii), and (iv) of this article;

15 (ii) If the aggregate amount that would have been
16 charged to all contractors in any year but for this article exceeds
17 the sum of (A) the amount of revenues needed for the purposes
18 specified in subdivisions (c)(2)(i), (ii), (iii) and (iv), plus (B)
19 \$40.5 million, plus (C) the amount determined pursuant to
20 subdivision (c)(2)(v) of this article, the amount of such excess.

21 (iii) The amount of the excess determined in subdivision
22 (e)(1)(ii) above that should be collected by the State for
23 additional State Water Resources Development System purposes and the
24 amount of such excess that should be used for further annual charge
25 reductions.

26 (2) After making the determinations required above, the State
27 may collect the revenues for additional State Water Resources
28

1 account in excess of this requirement shall be returned to general
2 project revenues.

3 (vi) Sixth, remaining amounts if any shall be used for
4 reductions divided on a 24.7% - 75.3% basis between the Agricultural
5 Contractors and the Urban Contractors respectively.

6 (f) **Apportionment of Reductions among Urban Contractors.**
7 Reductions in annual charges apportioned to Urban Contractors under
8 subdivisions (d) and (e) of this article shall be further allocated
9 among Urban Contractors pursuant to this subdivision. The amount
10 of reduction of annual charges for each Urban Contractor shall be
11 based on each Urban Contractor's proportionate share of total
12 allocated capital costs as calculated below, for both project
13 conservation and project transportation facilities, repaid by all
14 Urban Contractors over the project repayment period.

15 (1) The conservation capital cost component of the reduction
16 allocation shall be apportioned on the basis of maximum annual
17 entitlement. Each Urban Contractor's proportionate share shall be
18 the same as the percentage of that contractor's maximum annual
19 entitlement to the total of all Urban Contractors' maximum annual
20 entitlements.

21 (2) The transportation capital cost component of the
22 reduction allocation shall be apportioned on the basis of
23 transportation capital cost component repayment obligations,
24 including interest over the project repayment period. Each Urban
25 Contractor's proportionate share shall be the same as the percentage
26 that the contractor's total transportation capital cost component
27 repayment obligation is of the total of all Urban Contractors'
28 transportation capital cost component repayment obligations.

1 calculated in subdivision (f) (2) of this article by seventy percent
2 (70%).

3 (iii) A total, weighted capital cost percentage shall
4 be calculated for each Urban Contractor by adding the weighted
5 conservation capital cost component percentage to their weighted
6 transportation capital cost component percentage.

7 (4) The total amount of the annual charges to be reduced to
8 Urban Contractors in each year shall be allocated among them by
9 multiplying the total amount of annual charges to be reduced to the
10 Urban Contractors by the total, weighted capital cost percentages
11 for each such contractor. If the amount of the reduction to an
12 Urban Contractor is in excess of that contractor's payment
13 obligation to the Department for that year, such excess shall be
14 reallocated among the other Urban Contractors.

15 (5) In the case of a permanent transfer of urban entitlement,
16 the proportionate share of annual charge reductions associated with
17 that entitlement shall be transferred with the entitlement to the
18 buying contractor. In the case of an entitlement transfer by either
19 Santa Barbara County Flood Control and Water Conservation District
20 or San Luis Obispo County Flood Control and Water Conservation
21 District, the reductions in annual charges to that agency shall be
22 allocated (a) on the basis of that entitlement being retained by
23 that agency which bears Coastal Branch Phase II transportation
24 costs, (b) on the basis of that entitlement being retained by that
25 agency which does not bear Coastal Branch Phase II transportation
26 costs, and (c) on the basis of the balance of that agency's
27 entitlement which also does not bear Coastal Branch Phase II
28 transportation costs.

1 Transportation Charge (excluding off-aqueduct power charges) and
2 Water Revenue Bond Surcharge shall be totaled for the years 1997
3 through 2035.

4 (iii) Kern County Water Agency and Dudley Ridge Water
5 District totaled costs shall be reduced for the 45,000 acre-feet of
6 annual entitlement being relinquished by them.

7 (iv) Any reductions in an Agricultural Contractor's
8 totaled costs resulting from the transfer of any of the 130,000
9 acre-feet of annual entitlement shall be re-added to that
10 contractor's costs.

11 (v) Each Agricultural Contractor's proportionate share
12 shall be computed by dividing that contractor's total costs by the
13 total costs for all Agricultural Contractors determined pursuant to
14 subparagraphs (ii), (iii) and (iv) above.

15 (2) The reductions in annual charges, for 1997 through 2001,
16 shall be calculated using the method described in subdivision (g) (1)
17 of this article.

18 (3) The allocation shall be recalculated using the same
19 method described in subdivision (g) (1) of this article every five
20 years beginning in 2002, if any Agricultural Contractor requests
21 such a recalculation. Any recalculation shall be based on project
22 cost data beginning with the year that the recalculation is to
23 become effective through 2035.

24 (h) **Agricultural Rate Management Trust Fund**

25 (1) **Establishment.** Through a trust agreement executed
26 contemporaneously with this amendment, the State and the
27 Agricultural Contractors that sign the Monterey Amendments shall
28

1 the percentage of the total of that contractor's statement of
2 charges for that year, as redetermined by the State on or about May
3 15th of that year, for (a) the Delta Water Charge; (b) the capital
4 cost and minimum operation, maintenance, power and replacement
5 components of the Transportation Charge (including off-aqueduct
6 power charges); and (c) the water system revenue bond surcharge,
7 that is equal to the percentage of that contractor's annual
8 entitlement for that year that was not allocated to it by the State
9 by April 15th of that year.

10 (ii) In addition to the provisions of subdivision
11 (h) (4) (i) of this article, if on April 15 of any year any of the
12 irrigable land within the Tulare Lake Basin Water Storage District
13 (Tulare) is flooded, and Tulare in writing requests the trustee to
14 do so, the trustee shall, to the extent there are funds in Tulare's
15 account, distribute to the State from such account for the benefit
16 of Tulare an amount equal to the percentage of the total of Tulare's
17 statement of charges for that year, as redetermined by the State on
18 or about May 15th of that year, for (a) the Delta Water Charge; (b)
19 the capital cost and minimum components of the Transportation Charge
20 (including off-aqueduct power charges); and (c) the water system
21 revenue bond surcharge, that is equal to the percentage of the
22 irrigable land within Tulare that is flooded on April 15.

23 (iii) Each Agricultural Contractor shall remain
24 obligated to make payments to the State as required by other
25 articles in this contract. Any amount to be disbursed pursuant to
26 subdivisions (h) (4) (i) and (h) (4) (ii) shall be paid by the trustee
27 to the State on July 1 of the year involved and shall be credited
28 by the State toward any amounts owed by such respective Agricultural

1 subdivision (d) of this article so long as the amount in that
2 contractor's account is less than its share of the Cap.

3 (7) **Distribution of Funds in Excess of the Cap.** Whenever
4 accumulated funds (including interest) in an Agricultural
5 Contractor's account in the trust fund exceed that contractor's
6 share of the Cap, or the estimated remaining payments the contractor
7 is required to make to the State prior to the end of the project
8 repayment period, that contractor may direct the trustee to pay such
9 excess to the contractor.

10 (8) **Termination of Trust Fund.** At the end of the project
11 repayment period, the Agricultural Rate Management Trust Fund shall
12 be terminated and any balances remaining in the accounts for each
13 of the Agricultural Contractors shall be disbursed to the respective
14 Agricultural Contractors.

15 (i) **Definitions.** For the purposes of this article, the
16 following definitions will apply:

17 (1) "Agricultural Contractor" shall mean the following
18 agencies as they now exist or in any reorganized form:

19 (i) County of Kings,

20 (ii) Dudley Ridge Water District,

21 (iii) Empire West Side Irrigation District,

22 (iv) Kern County Water Agency for 993,300 acre-feet of
23 its entitlement,

24 (v) Oak Flat Water District,

25 (vi) Tulare Lake Basin Water Storage District.

26 (2) "Urban Contractor" shall mean every other agency having
27 a long term water supply contract with the State as they exist as
28 of the date of this amendment or in any reorganized form as well as

1 24. Article 53 is added to read:

2 53. PERMANENT TRANSFERS AND REDUCTIONS OF ENTITLEMENT

3 (a) Article 41 provides that no assignment or transfer of
4 a contract or any part thereof, rights thereunder or interest
5 therein by a contractor shall be valid unless and until it is
6 approved by the State and made subject to such reasonable terms and
7 conditions as the State may impose. In accordance with State policy
8 to assist water transfers, the State and the County of Kings, Dudley
9 Ridge Water District (DRWD), Empire West Side Irrigation District,
10 Kern County Water Agency (KCWA), Oak Flat Water District and Tulare
11 Lake Basin Water Storage District (for the purposes of this article
12 the "Agricultural Contractors") shall, subject to the conditions set
13 forth in this article, expeditiously execute any necessary documents
14 and approve all contracts between willing buyers and willing sellers
15 until permanent transfers totaling 130,000 acre-feet of annual
16 entitlements of the Agricultural Contractors and, to the extent
17 provided in such contracts, rights in project transportation
18 facilities related to such annual entitlement have been made to
19 other contractors (the "Urban Contractors") or noncontractors in
20 accordance with the provisions of this article. Such approval
21 requirement shall apply to all contracts executed prior to January
22 1, 2011. KCWA shall be responsible for approval of such transfers
23 for any portion of the 130,000 acre-feet not previously made
24 available under this article by the other Agricultural Contractors.
25 A contract between a willing buyer and a willing seller shall mean
26 a contract between (1) a buyer which is an Urban Contractor or, to
27 the extent provided in subdivision (e) of this article, a
28 noncontractor and (2) a seller which is an Agricultural Contractor

1 entitlements as well as transportation rights in accordance with the
2 following terms and procedure:

3 (1) The Agricultural Contractor shall provide the State a
4 copy of a bona fide contract or Proposed Contract (the "Proposed
5 Contract") and the State shall, within five working days of receipt,
6 provide copies of such Proposed Contract to all Urban Contractors
7 together with a Notice of Proposed Contract stating the date on or
8 before which a Notice of Intent to Exercise a Right of First Refusal
9 (NOI) must be delivered to both the State and the seller, which date
10 shall be 90 days from the date the State mails the Notice of
11 Proposed Contract.

12 (2) The Proposed Contract shall provide for the transfer of
13 rights in project transportation facilities sufficient to deliver
14 to the seller's service area in any one month eleven percent (11%)
15 of the annual entitlement being transferred or such greater amount
16 as the seller determines to sell; Provided, however, that sellers
17 shall not be obligated to sell any transportation rights in the
18 Coastal Aqueduct.

19 (3) To exercise the right of first refusal, an Urban
20 Contractor shall deliver to the State and the seller its NOI within
21 the time period stated in the Notice of Proposed Contract and shall
22 proceed in good faith to try to complete the transfer to the Urban
23 Contractor. If two or more Urban Contractors deliver NOI's to the
24 State, the amount of annual entitlement and transportation rights
25 being sold shall be allocated among those Urban Contractors that are
26 prepared to perform the purchase by the Performance Date provided
27 for herein in proportion to their maximum annual entitlements, or
28 in another manner acceptable to the Urban Contractors delivering the

1 (5) If an Urban Contractor issuing a NOI fails to complete
2 its exercise of the Right of First Refusal by the Performance Date,
3 the seller shall be free to sell its entitlement in substantial
4 conformance with the terms and conditions set forth in the Proposed
5 Contract . An Urban Contractor issuing a NOI may assign its rights
6 to exercise a right of first refusal to another Urban Contractor and
7 the assignee shall have the same rights as the assignor to complete
8 the purchase by the Performance Date.

9 (6) In exercising the Right of First Refusal, an Urban
10 Contractor, at its option, may either agree to perform the Proposed
11 Contract in its entirety, including all of its terms and conditions,
12 or agree to pay the price offered under the Proposed Contract for
13 the annual entitlement and transportation rights without condition
14 and without being entitled to enforce or being subject to any other
15 provisions of the Proposed Contract.

16 (e) As used in this article, "price" shall mean the dollar
17 amount of consideration provided for in the Proposed Contract.

18 (f) Upon the effective date of any such transfer, the seller
19 shall be relieved of and the buyer shall become liable to the State
20 for all prospective Delta Water Charges, the related Transportation
21 Charges and any other charges for the annual entitlements and
22 associated transportation rights transferred unless the seller and
23 buyer provide otherwise in the contract for the transfer and the
24 State approves such other provisions. However, the contractor
25 making the sale shall remain obligated to the State to make the
26 payments if the buyer defaults on its payments to the State related
27 to the water transferred and is not a party to a long term water
28 supply contract of the type contained in Department of Water

1 impaired. The capital cost and minimum operation, maintenance,
2 power and replacement components of the Transportation Charges shall
3 then be reallocated among the other entities participating in
4 repayment of costs of that reach. For the purposes of this
5 determination, all payments received by the State from the seller
6 relating to the annual entitlement sold shall be deemed to have been
7 received from the buying contractor. Any increased Transportation
8 minimum operation, maintenance, power and replacement component
9 charges allocated to the buying contractor pursuant to this
10 subdivision (g) shall begin January 1 of the year following the
11 effective date of the transfer.

12 (h) Individual contractors may transfer entitlements among
13 themselves in amounts in addition to those otherwise provided for
14 in this article. The State shall expeditiously execute any
15 necessary documents and approve all contracts involving permanent
16 sales of entitlements among contractors, including permanent sales
17 among Urban Contractors. Such sales shall be subject to the
18 provisions of subdivisions (b), (f) and (g) of this article;
19 Provided, however, that for a buying contractor needing
20 transportation capacity in excess of the capacity factors on which
21 its charges are based in any reach, reallocation of the
22 Transportation capital cost component charges for transfers other
23 than (i) the 130,000 acre-feet provided for in this article and (ii)
24 the approximate 33,000 acre-feet of transfers proposed from
25 contractors located in Santa Barbara or San Luis Obispo counties,
26 shall be determined both prospectively and retroactively.

27 (i) On January 1 following the year in which such Monterey
28 Amendments take effect and continuing every year thereafter until

25. Article 54 is added to read:

54. Usage of Lakes Castaic and Perris

(a) The State shall permit the contractors participating in repayment of the capital costs of Castaic Lake (Reach 30) and Lake Perris (Reach 28J) to withdraw water from their respective service connections in amounts in excess of deliveries approved pursuant to other provisions of the state water contracts. Each such contractor shall be permitted to withdraw up to a Maximum Allocation from the reach in which it is participating. The contractors participating in repayment of Castaic Lake may withdraw a collective Maximum Allocation up to 160,000 acre-feet pursuant to this article, which shall be apportioned among them pursuant to the respective proportionate use factors from the Department of Water Resources' Bulletin 132-94, Table B-1 upon which capital cost repayment obligations are based, as follows:

Castaic Lake

Participating Contractor	Proportionate Use Factor	Maximum Allocation (Acre Feet)
The Metropolitan Water District of Southern California	0.96212388	153,940
Ventura County Flood Control and Water Conservation District	0.00860328	1,376
Castaic Lake Water Agency	0.02927284	4,684
Total	1.00000000	160,000

1 delivery schedule at any time, and the modified schedule shall be
2 subject to review in the same manner. If necessary, the State
3 may modify the schedule after consultation with the contractor
4 and other contractors participating in repayment of that reach
5 but may not change the total quantity of water to be withdrawn.
6 As part of the consultation, the State shall advise a contractor
7 if it determines a withdrawal will adversely impact the rate of
8 delivery provided for the contractor in this contract. The State
9 shall not be responsible for any such impacts.

10 (c) A contractor may withdraw all or a portion of its
11 Maximum Allocation. It shall restore any withdrawn portion of
12 such allocation by furnishing an equivalent amount of replacement
13 water to the reservoir from which the water was withdrawn within
14 five years from the year in which the withdrawal takes place. The
15 unused portion of the allocation, in addition to any replacement
16 water furnished to the reservoir, shall remain available for
17 subsequent withdrawal. The State shall keep an accounting of the
18 contractor's storage withdrawals and replacements. In any year,
19 the State shall permit a contractor to withdraw an amount
20 equivalent to the contractor's Maximum Allocation minus remaining
21 replacement water requirements due to previous withdrawals. If
22 the contractor fails to schedule and replace the withdrawn water
23 within the five-year return period, the State shall provide the
24 replacement water from water scheduled for delivery to the
25 contractor in the sixth year or as soon as possible thereafter.
26 The total amount of scheduled annual entitlement which a
27 contractor can use in any one year for restoring its Maximum
28 Allocation and storing water in surface storage facilities

1 A contractor may use any of this total amount for
2 replacement water but cannot use any more than that provided for
3 in Article 56 to add to storage in project surface conservation
4 facilities and in nonproject surface storage facilities. There
5 shall be no limit under this article on the amount of scheduled
6 annual entitlement a contractor can use to restore its Maximum
7 Allocation in a year when its percentage of annual water supply
8 allocation is one-hundred percent (100%), nor shall there be any
9 limit under this article on the amount of interruptible water,
10 nonproject water or water obtained through an exchange which a
11 contractor can use to restore its Maximum Allocation.

12 (d) For any replacement water furnished to reservoir
13 storage pursuant to this article, the responsible contractor
14 shall pay the State charges for the conservation, if any, and
15 transportation of such replacement water as are associated with
16 the type of replacement water that is furnished, as if such water
17 were delivered to the turnout at the reservoir to which the
18 replacement water is furnished. Adjustments from estimated to
19 actual costs shall be subject to provisions applicable to the
20 type of replacement water. The State shall not charge
21 contractors for water withdrawn pursuant to this article.

22 (e) The State shall operate capacity in Castaic and Perris
23 Reservoirs, not required for purposes of Maximum Allocation
24 deliveries, in compliance with the requirement of Article 17(b)
25 of The Metropolitan Water District of Southern California's water
26 supply contract with the State to maintain an amount of water
27 reasonably sufficient to meet emergency requirements of the
28 contractors participating in repayment of that reach. A

1 26. Article 55 is added to read:

2 55. Transportation of Nonproject Water

3 (a) Subject to the delivery priorities in Article 12(f),
4 contractors shall have the right to receive services from any of
5 the project transportation facilities to transport water procured
6 by them from nonproject sources for delivery to their service
7 areas and to interim storage outside their service areas for
8 later transport and delivery to their service areas: *Provided,*
9 that except to the extent such limitation in Section 12931 of the
10 Water Code be changed, a contractor shall not use the project
11 transportation facilities under this option to transport water
12 the right to which was secured by the contractor through eminent
13 domain unless such use be approved by the Legislature by
14 concurrent resolution with the majority of the members elected to
15 each house voting in favor thereof.

16 (b) For any nonproject water delivered pursuant to this
17 article, contractors shall pay the State the same (including
18 adjustments) for power resources (including on-aqueduct,
19 off-aqueduct, and any other power) incurred in the conservation
20 and transportation of such water as if such nonproject water were
21 entitlement water, as well as all incremental operation,
22 maintenance, and replacement costs, and any other incremental
23 costs, which may include an administrative or contract
24 preparation charge, all as determined by the State. Incremental
25 costs shall mean those nonpower costs which would not be incurred
26 if nonproject water were not scheduled for or delivered to
27 contractors. Only those contractors not participating in the
28 repayment of a reach shall be required to pay a use of facilities

1 limits and in accordance with the provisions provided for in this
2 subdivision (c) and any applicable water right laws, by setting
3 forth on the preliminary water delivery schedule submitted to the
4 State on or before October 1 of each year pursuant to Article
5 12(a) the quantity of project water it wishes to store in the
6 next succeeding year. There shall be no limit on the amount of
7 project water a contractor can store outside its service area
8 during any year in a then existing and operational groundwater
9 storage program. The amount of project water a contractor can
10 add to storage in project surface conservation facilities and in
11 nonproject surface storage facilities located outside the
12 contractor's service area each year shall be limited to the
13 lesser of the percent of the contractor's Table A annual
14 entitlement shown in column 2 or the acre-feet shown in column 3
15 of the following table, depending on the State's final water
16 supply allocation percentage as shown in column 1. However,
17 there shall be no limit to storage in nonproject facilities in a
18 year in which the State's final water supply allocation
19 percentage is one hundred percent. These limits shall not apply
20 to water stored pursuant to Article 12(e).

21

22

23

24

25

26

27

28

1 (2) Storage capacity in project surface conservation
2 facilities at any time in excess of that needed for project
3 operations shall be made available to requesting contractors for
4 storage of project and nonproject water. If such storage
5 requests exceed the available storage capacity, the available
6 capacity shall be allocated among contractors requesting storage
7 in proportion to their annual entitlements designated in their
8 Table A's for that year. A contractor may store water in excess
9 of its allocated share of capacity as long as capacity is
10 available for such storage.

11 (3) If the State determines that a reallocation of excess
12 storage capacity is needed as a result of project operations or
13 because of the exercise of a contractor's storage right, the
14 available capacity shall be reallocated among contractors
15 requesting storage in proportion to their annual entitlements
16 designated in their Table A's for that year. If such
17 reallocation results in the need to displace water from the
18 storage balance for any contractor or noncontractor, the water to
19 be displaced shall be displaced in the following order of
20 priority:

21 First, water, if any, stored for noncontractors.

22 Second, water stored for a contractor that previously was in
23 excess of that contractor's allocation of storage capacity.

24 Third, water stored for a contractor that previously was
25 within that contractor's allocated storage capacity.

26 The State shall give as much notice as feasible of a
27 potential displacement.
28

1 point of return to the aqueduct to the turn-out in the
2 contractor's service area. In addition, the contractor shall pay
3 all incremental operation, maintenance, and replacement costs,
4 and any other incremental costs, as determined by the State,
5 which shall not include any administrative or contract
6 preparation charge. Incremental costs shall mean those nonpower
7 costs which would not be incurred if such water were scheduled
8 for or delivered to the contractor's service area instead of to
9 interim storage outside the service area. Only those contractors
10 not participating in the repayment of a reach shall be required
11 to pay a use of facilities charge for use of a reach for the
12 delivery of water to, or return of water from, interim storage.

13 (7) A contractor electing to store project water in a
14 nonproject facility within the service area of another contractor
15 shall execute a contract with that other contractor prior to
16 storing such water which shall be in conformity with this article
17 and will include at least provisions concerning the point of
18 delivery and the time and method for transporting such water.

19 (d) **Sale of Project Water For Use Outside Service Area**

20 (1) If in any year a contractor has been allocated annual
21 entitlement that it will not use within its service area, the
22 contractor has not elected to store project water in accordance
23 with the provisions of subdivision (c) of this article during
24 that year, and the contractor has not elected to carry over
25 entitlement water from the prior year pursuant to the provisions
26 of Article 12(e), the contractor may sell such annual
27 entitlement for use outside its service area in accordance with
28 the following provisions.

1 (4) Each year the price per acre-foot to be paid by the
2 State to contractors selling water remaining in the Pool or
3 placed in the Pool after February 15, but on or before March 15
4 that is purchased by a contractor requesting such purchase by
5 April 1 or by the State on April 1 shall be equal to twenty-five
6 percent (25%) of the Delta water rate as of that date. The price
7 per acre-foot to be paid to the State for the purchase of water
8 from the Pool by a contractor placing a request for such purchase
9 between March 2 and April 1 shall be equal to twenty-five percent
10 (25%) of the Delta water rate as of the later date. Any water
11 placed in the Pool on or before March 15 that is not purchased by
12 a contractor or the State by April 1 may be withdrawn from the
13 Pool by the selling contractor.

14 (5) If there are more requests from contractors to purchase
15 water from the Pool than the amount in the Pool, the water in the
16 Pool shall be allocated among those contractors requesting such
17 water in proportion to their annual entitlements for that year up
18 to the amount of their requests. If requests to purchase water
19 from the Pool total less than the amount of water in the Pool,
20 the sale of Pool water shall be allocated among the contractors
21 selling such water in proportion to their respective amounts of
22 water in the Pool.

23 (6) Any water remaining in the Pool after April 1 that is
24 not withdrawn by the selling contractor shall be offered by the
25 State to contractors and noncontractors and sold to the highest
26 bidder: *Provided*, that if the highest bidder is a noncontractor,
27 all contractors shall be allowed fifteen days to exercise a right
28 of first refusal to purchase such water at the price offered by

1 Article 12(e) for carrying over water from the last three months
2 of that year into the first three months of the succeeding year.

3 (f) **Bona Fide Exchanges Permitted**

4 Nothing in this article shall be deemed to prevent the
5 Agency from entering into bona fide exchanges of project water
6 for use outside the Agency's service area with other parties for
7 project water or nonproject water if the State consents to the
8 use of the project water outside the Agency's service area.

9 Also, nothing in this article shall be deemed to prevent the
10 Agency from continuing those exchange or sale arrangements
11 entered into prior to September 1, 1995, which had previously
12 received any required State approvals. A "bona fide exchange"
13 shall mean an exchange of water involving a contractor and
14 another party where the primary consideration for one party
15 furnishing water to another is the return of a substantially
16 similar amount of water, after giving due consideration to the
17 timing or other nonfinancial conditions of the return.

18 Reasonable payment for costs incurred in effectuating the
19 exchange and reasonable deductions from water delivered, based on
20 expected storage or transportation losses may be made. A "bona
21 fide exchange" shall not include a transfer of water from one
22 contractor to another party involving a significant payment
23 unrelated to costs incurred in effectuating the exchange. The
24 State, in consultation with the contractors, shall have authority
25 to determine whether transfers of water constitute "bona fide
26 exchanges" within the meaning of this paragraph and not disguised
27 sales.

1 October 1, 1996 date and the January 1, 2000 date may be extended
2 by unanimous agreement of the State, Kern County Water Agency and
3 The Metropolitan Water District of Southern California.

4 (b) The State shall administer the water supply contracts
5 of any contractors that do not execute the Monterey Amendment so
6 that such contractors are not affected adversely or to the extent
7 feasible beneficially by the Monterey Amendments of other
8 contractors' water supply contracts.

9 (c) If a court of competent jurisdiction issues a final
10 judgment or order determining that any part of a contractor's
11 Monterey Amendment is invalid or unenforceable, all provisions of
12 that amendment shall be of no force or effect as to such
13 contractor, except as provided in subdivisions (e) and (f) of
14 this paragraph.

15 (d) If any part of the Monterey Amendment of the Kern
16 County Water Agency's or The Metropolitan Water District of
17 Southern California's contracts or if the conveyance of the Kern
18 Fan Element of the Kern Water Bank to the Kern County Water
19 Agency provided for in Article 52 is determined by a court of
20 competent jurisdiction in a final judgment or order to be invalid
21 or unenforceable, the Monterey Amendments of all contractors and
22 the Kern Water Bank Contract shall be of no force and effect
23 except as provided in subdivisions (e) and (f) of this paragraph.

24 (e) Notwithstanding subdivisions (c), (d) and (f) of this
25 paragraph, if any part of the Monterey Amendment of the Kern
26 County Water Agency's or The Metropolitan Water District of
27 Southern California's contract is determined by a court of
28 competent jurisdiction in a final judgment or order to be invalid

1 District of Southern California. In cases arising under
2 subdivision (c) or (d), the affected contractor whose Monterey
3 Amendment has been determined to be partially invalid or
4 unenforceable must first request the waiver.

5
6 IN WITNESS WHEREOF, the parties hereto have executed this
7 Amendment on the date first above written.

8 Approved as to legal form
9 and sufficiency

STATE OF CALIFORNIA
DEPARTMENT OF WATER
RESOURCES

10
11 Susan N. Weber
12 Chief Counsel
13 Department of Water Resources

[Signature]
Director

14 ATTEST:

CASTAIC LAKE WATER AGENCY

15
16 Robert H. Clark
17 ASSISTANT SECRETARY

[Signature]
GENERAL MANAGER

18
19
20
21
22
23
24
25
26
27
28

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 18 TO THE WATER SUPPLY CONTRACT
BETWEEN
THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
CASTAIC LAKE WATER AGENCY

THIS AMENDMENT to the Water Supply Contract is made this 31st day of
March, 1999, pursuant to the provisions of the California Water Resources

Development Bond Act, the Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State," and Castaic Lake Water Agency, herein referred to as the "Agency."

RECITALS:

- A. The State and the Agency have entered into and subsequently amended a Water Supply Contract (the "Water Supply Contract") providing that the State will supply certain quantities of water to the Agency, and providing that the Agency shall make certain payments to the State, and setting forth the terms and conditions of such supply and such payment.

- B. The contractors and the State have amended the Water Supply Contracts to implement provisions of the Monterey Agreement (the "Monterey Amendment").
- C. Among other things, Article 53 of the Water Supply Contract provides for the permanent transfer of up to 130,000 acre-feet of agricultural entitlement water to urban agencies.
- D. The Agency and the Wheeler Ridge-Maricopa Water Storage District have entered into an Agreement to Purchase Wheeler Ridge-Maricopa Water Storage District State Water Project Entitlement to Water executed as of this date to provide for the sale by Kern County Water Agency, herein referred to as "KCWA", on behalf of Wheeler Ridge-Maricopa to the Agency of 41,000 acre-feet per year of KCWA's annual entitlement that has been allocated to Wheeler Ridge-Maricopa by KCWA under the contract between Wheeler Ridge-Maricopa and KCWA dated January 8, 1970 and all amendments thereto.
- E. The State and Agency wish to set forth their agreement as to such matters as (i) the 41,000 acre-feet per year increase in the Agency's annual entitlement, (ii) the transfer of related transportation repayment obligations, and (iii) the revision of proportionate use of facilities factors set forth in the Water Supply Contract.
- F. The State and KCWA are simultaneously with the execution and delivery of this Amendment, entering into Amendment No. 28 to KCWA's Water Supply Contract between KCWA and the State in order to reflect (i) the transfer of Table A Entitlement described herein, (ii) the transfer of related transportation repayment obligations, and (iii) the revision of proportionate use of facilities factors.

- G. This Amendment is permitted by the terms of the Water Supply Contract, and except as amended herein, the provisions of the Water Supply Contract will remain in full force and effect.

NOW, THEREFORE, it is mutually agreed that the following changes are hereby made to the Agency's Water Supply Contract:

1. Article 53(j) is added to read:

- (j) In accordance with Article 53(a) the Agency is increasing its Table A annual entitlements by 41,000 acre-feet beginning in year 2000 and each succeeding year thereafter for the term of the contract through a sale from Kern County Water Agency of 41,000 acre-feet of the 130,000 acre-feet made available to Urban Contractors. As a result of this sale, Table A as designated in Article 6(b) is amended as follows:

TABLE A
ANNUAL ENTITLEMENTS
CASTAIC LAKE WATER AGENCY
(Acre-feet)

Year		
1	(1968)	3,700
2	(1969)	5,000
3	(1970)	5,700
4	(1971)	6,700
5	(1972)	8,936
6	(1973)	12,400
7	(1974)	15,400
8	(1975)	18,200
9	(1976)	21,200
10	(1977)	24,100
11	(1978)	24,762
12	(1979)	28,000
13	(1980)	30,400
14	(1981)	32,800
15	(1982)	34,800
16	(1983)	37,300
17	(1984)	39,600
18	(1985)	41,800
19	(1986)	43,600
20	(1987)	45,600
21	(1988)	48,000
22	(1989)	50,100
23	(1990)	52,000
24	(1991)	54,200
25	(1992)	54,200
26	(1993)	54,200
27	(1994)	54,200
28	(1995)	54,200
29	(1996)	54,200
30	(1997)	54,200
31	(1998)	54,200
32	(1999)	54,200
33	(2000)	54,200
33	(2000)	95,200

And each succeeding year thereafter,
 for the term of this contract as an
 annual entitlement: 54,200
95,200

The following apply to this sale:

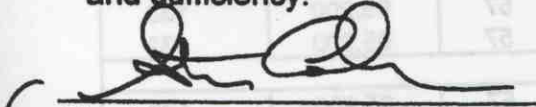
- (1) Increases in the Agency's Delta Water and Transportation Charges and Water System Revenue Bond Surcharge resulting from the increase in the Agency's annual entitlements for 2000 and each year thereafter shall commence January 1, 2000, and be identified by the State and included in its annual Statement of Charges to the Agency.
- (2) All future adjustments in charges and credits of past costs associated with the 41,000 acre-feet of annual entitlement (or applicable portion thereof) and the related transportation capacity in Reaches 1 through 16A of the California Aqueduct shall be attributable to the Agency as if the Agency's annual entitlement and the related transportation capacity had been increased by the 41,000 acre-feet of annual entitlement purchased from the KCWA in years prior to January 1, 2000.
- (3) For cost allocation and repayment purposes, Exhibit A attached hereto shows entitlement and capacity amounts for each aqueduct reach in which the Agency participates. These redetermined values shall be used to derive the proportionate use of facilities factors as set forth in Table B as designated in Article 24(b). The capacity amounts shown in Exhibit A are estimated values. Actual values will be used by the State in implementing the terms of this Amendment and in redetermination of Table B of this Water Supply Contract under Article 28.

- 1. Article 12(c)(1) which defines the limits on the instantaneous rate of flow to the Agency from Castaic Lake based on peaking factors, is modified to delete "ninety-nine (99)" and replace it with "one hundred fifty (150)."
- 3. This Amendment is contingent upon the effectiveness of Water Supply Contract Amendment No. 28, between the State and the KCWA. If either amendment ceases to be effective, the State may identify the date on which the contract amendments shall be deemed inoperative, for the purpose of assuring timely repayment of contract obligations and orderly administration of the long-term water supply contracts.
- 4. The Agency agrees to indemnify, defend, and hold harmless the State and any of its officers, agents, or employees from any liability, expenses, defense costs, attorney fees, claims, actions, liens and lawsuits of any kind arising from or related to any and all actions implementing this Amendment and associated agreements.

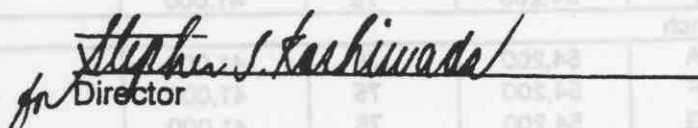
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first above written.

Approved as to legal form and sufficiency:

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



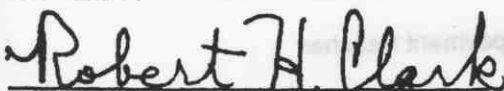
for Chief Counsel
Department of Water Resources




for Director

CASTAIC LAKE WATER AGENCY

ATTEST:



Signature



Signature

Asst Secretary

Title

President, Board of Directors

Title

**CASTAIC LAKE WATER AGENCY
ANNUAL ENTITLEMENT AND CAPACITY VALUES FOR EACH REACH
FOR COST ALLOCATION AND REPAYMENT ONLY**

The values related to this transfer are estimated to be as follows:

California Aqueduct ¹	Before Transfer		Entitlement Transferred from KCWA (AF) (3)	Capacity Transferred from KCWA (cfs) (4)	Additional Capacity Required (cfs) (5)	After Transfer	
	Annual Entitlement (AF) (1)	Capacity (cfs) (2)				Total Annual Entitlement (AF) (6)	Total Capacity (2)+(4)+(5) (cfs) (7)
Reach 1	54,200	95	41,000	122	0	95,200	217
Reach 2A	54,200	95	41,000	122	0	95,200	217
Reach 2B	54,200	95	41,000	122	0	95,200	217
Reach 3	54,200	95	41,000	122	0	95,200	217
Reach 4	54,200	95	41,000	122	0	95,200	217
Reach 5	54,200	95	41,000	122	0	95,200	217
Reach 6	54,200	95	41,000	122	0	95,200	217
Reach 7	54,200	95	41,000	122	0	95,200	217
Reach 8C	54,200	95	41,000	122	0	95,200	217
Reach 8D	54,200	95	41,000	122	0	95,200	217
Reach 9	54,200	75	41,000	122	0	95,200	217
Reach 10A	54,200	75	41,000	122	0	95,200	197
Reach 11B	54,200	75	41,000	122	0	95,200	197
Reach 12D	54,200	75	41,000	122	0	95,200	197
Reach 12E	54,200	75	41,000	122	0	95,200	197
Reach 13B	54,200	75	41,000	122	0	95,200	197
Reach 14A	54,200	75	41,000	120	0	95,200	197
Reach 14B	54,200	75	41,000	77	0	95,200	195
Reach 14C	54,200	75	41,000	46	11	95,200	152
Reach 15A	54,200	75	41,000	39	18	95,200	132
Reach 16A	54,200	75	41,000	25	32	95,200	132
Reach 17E	54,200	75	41,000	0	57	95,200	132
Reach 17F	54,200	75	41,000	0	57	95,200	132
West Branch							
Reach 29A	54,200	75	41,000	0	57	95,200	132
Reach 29F	54,200	75	41,000	0	57	95,200	132
Reach 29G	54,200	75	41,000	0	57	95,200	132
Reach 29H /2/	54,200	--	41,000	0	--	95,200	--
Reach 29J	54,200	75	41,000	0	57	95,200	132
Reach 30 /2/	54,200	--	41,000	0	--	95,200	--

¹ These numbers apply to the reaches as set forth in Bulletin 132, Figure B-4, "Repayment Reaches and Descriptions."

² Aqueduct capacity in cfs is not applicable to Pyramid Lake (Reach 29H) and Castaic Lake (Reach 30). The maximum instantaneous flow rate for deliveries to the Agency from Castaic Lake is 150 cfs.