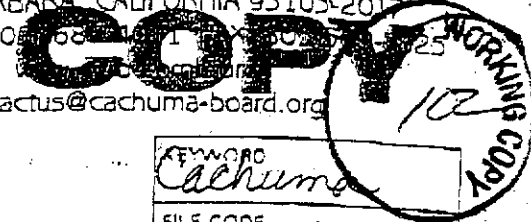




CACHUMA OPERATION AND MAINTENANCE BOARD

3301 LAUREL CANYON ROAD
SANTA BARBARA, CALIFORNIA 93105-2017
TELEPHONE (805) 965-1100

contactus@cachuma-board.org



2002 MAR -4 P 1:40

February 28, 2002

Michael P. Jackson, Deputy Area Manager
U.S. Department of the Interior, Bureau of Reclamation
South-Central California Area Office
1243 N Street
Fresno, CA 93721

KEYWORD	Cachuma
FILE CODE	WTR 4-00 / Parks 8.00

OFFICIAL FILE COPY		
CODE	ACTION	SURNAME & DATE
100		3/11/02
214		3-9-02
411		
450		
DATE ACTION TAKEN		
COPIES TO 102 3/12/02		

Re: Contract 14-06-200-600 Agreement to Administer Recreational Area
Cachuma Project, California

Dear Mr. Jackson:

As you know the term of the captioned contract between the United States and the County of Santa Barbara (County) expires on January 12, 2003. At the present time the Bureau of Reclamation (Bureau) is under an obligation to complete certain steelhead habitat enhancements under the Biological Opinion for Cachuma Project Operations issued under the Federal Endangered Species Act by the National Marine Fisheries Service (NMFS), dated September 11, 2000.

One of these enhancements is the provision for a three foot (3') surcharge of the Cachuma Reservoir which is to be completed in the near future. The County of Santa Barbara has constructed certain facilities and structures within the zone that will be periodically inundated when the surcharge is completed. This same zone and the County facilities and structures in it also have been, and may continue to be, inundated by normal reservoir operations by the Bureau, creating up to a ten foot (10') surcharge during periodic Santa Ynez River watershed flood events.

It is our belief, and we assume the Bureau's as well, that the provisions of the current contract obligate the County to accommodate any changes in the operation of the reservoir that are mandated by law. In view of the impending 2003 termination date of the Agreement, Cachuma Operation and Maintenance Board, on behalf of the Cachuma Member Units, respectfully suggests the following actions:

- President, Jan Abel, Montecito Water District
- Vice President, Robert Lieberknecht, Carpinteria Valley Water District
- Directors, Larry Mills, Goleta Water District
- Harold "Rusty" Fairly, City of Santa Barbara
- Matt Loudon, Santa Ynez River Water Conservation District, Improvement District #1
- General Manager/Secretary of the Board, Robert E. Wignot, P.E.

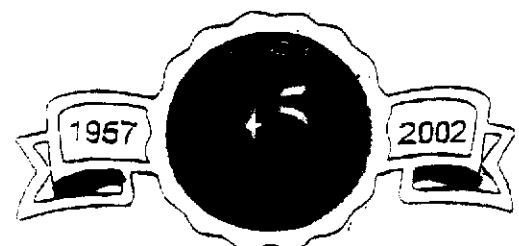



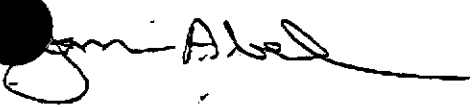
EXHIBIT NO. D-1-29

Michael P. Jackson, Deputy Area Manager
Contract 14-06-200-600
February 25, 2002

1. No extension of the existing agreement be granted without an express agreement by the County of Santa Barbara that it will be solely responsible for the costs of, any damage to, and for the relocation of any of its facilities that are within the ten foot (10') surcharge zone, releasing and waiving all claims against the United States, the Bureau and the Bureau's agents or assigns that should result in implementation of the surcharge or any other activity under the Biological Opinion that should impact any of the County's recreation facilities.
2. A new agreement be negotiated with the County of Santa Barbara for a term beginning on the expiration date of the existing Agreement that contains a clear provision incorporating the terms outlined in the above paragraph.


We are enclosing suggested contractual language which we believe accomplishes the above goal.

Sincerely,


Jan Abel
President of the Board

cc: Cachuma Project Member Units
County of Santa Barbara Parks Department
Kaylee Allen, U.S. Department of Interior, Solicitor's Office, Sacramento, CA
Cachuma Conservation Release Board

nm/comb-corresp/recreation.ltr

SUGGESTED CONTRACTUAL PROVISION

BUREAU OF RECLAMATION - COUNTY OF SANTA BARBARA

CACHUMA RECREATION AREA

County acknowledges that the Bureau is presently obligated under a Biological Opinion issued September 11, 2000 pursuant to the Federal Endangered Species Act, 16 U.S.C. §§ 1531-1544, to make certain operational changes to the Reservoir, including, but not limited to, provision for a periodic surcharge increasing the elevation of the Reservoir by three feet (3'). County further acknowledges that normal reservoir operations can create up to a ten foot (10') surcharge during periodic Santa Ynez River watershed flood events. County agrees that it shall relocate any of its facilities presently constructed, or constructed in the future so as to not be impacted by the surcharge. The relocation shall be at the sole cost of the County.

County acknowledges that the Bureau or the Bureau's agents or assigns may from time to time change the operation of the Reservoir in ways that impact or cause inconvenience to the operation of County's recreation facilities. County agrees to release and waive all claims against the United States, the Bureau or the Bureau's agents or assigns, and that it shall be responsible for any and all costs that it, its tenants or invitees may have as the result of the operation of the Reservoir or Bradbury Dam or any activity under the Biological Opinion.

mm/comb-corresp/contractual provision.wpd