



# SHASTA COUNTY

## Water Agency

1450 Court Street, Suite 308B  
Redding, California 96001-1673  
(530) 225-5557  
(800) 479-8009  
(530) 225-5189 FAX

Supervisor Joe Chimenti, District 1  
Supervisor Leonard Moty, District 2  
Supervisor Mary Rickert, District 3  
Supervisor Steve Morgan, District 4  
Supervisor Les Baugh, District 5

## AGENDA

### REGULAR MEETING OF THE WATER AGENCY

**Tuesday, November 5, 2019**

**9:00 AM or as soon thereafter as may be heard**

The Water Agency welcomes you to its meetings which are scheduled for Tuesdays at 9:00 a.m. in the Board of Supervisors Chambers on the second floor of the Shasta County Administration Center, 1450 Court Street, Suite 263, Redding, California. Your interest is encouraged and appreciated.

The agenda is divided into two sections: CONSENT CALENDAR: These matters include routine financial and administrative actions and are usually approved by a single majority vote. REGULAR CALENDAR: These items include significant financial, policy, and administrative actions and are classified by program areas. The regular calendar also includes "Scheduled Hearings," which are noticed hearings and public hearings, and any items not on the consent calendar.

**TO ADDRESS THE BOARD :** Members of the public may directly address the Water Agency on any agenda item on the regular calendar before or during the Board's consideration of the item. In addition, the Water Agency provides the members of the public with a Public Comment-Open Time period, where the public may address the Board on any agenda item on the consent calendar before the Board's consideration of the items on the consent calendar and may address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Water Agency. Pursuant to the Brown Act (Govt. Code section 54950, et seq.), **Board action or discussion cannot be taken** on non-agenda matters, but the Board may briefly respond to statements or questions and, if deemed necessary, refer the subject matter to the appropriate department for follow-up and/or to schedule the matter on a subsequent Board Agenda.

Persons wishing to address the Board are requested to fill out a Speaker Request Form and provide it to the Clerk before the meeting begins. Speaker Request Forms are available at the following locations: (1) online at [http://www.co.shasta.ca.us/BOS/docs/Request\\_to\\_talk.pdf](http://www.co.shasta.ca.us/BOS/docs/Request_to_talk.pdf), (2) from the Clerk of the Board on the third floor of 1450 Court Street, Suite 308B, Redding, and (3) in the back of the Board of Supervisors Chambers. If you have documents to present for the members of the Water Agency to review, please provide a minimum of ten copies. When addressing the Board, please approach the rostrum, and after receiving recognition from the Chairman, give your name and comments. Each speaker is allocated three minutes to speak. **Comments should be limited to matters within the subject matter jurisdiction of the Board.**

**The Shasta County Board of Supervisors does not receive any additional compensation or stipend for acting as the Shasta County Water Agency.**

## **CALL TO ORDER**

## **PUBLIC COMMENT PERIOD - OPEN TIME**

During the Public Comment Open Time period, the public may address the Board on any agenda item on the consent calendar and may address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Water Agency. Persons wishing to address the Board during Public Comment Open Time are requested to fill out a Speaker Request Form and, if you have documents to present to the Water Agency, please provide a minimum of ten copies.

## **CONSENT CALENDAR**

### **SDC 1 Clerk of the Board**

Approve the minutes of the meetings held on August 20, 2019, and October 1, 2019, as submitted.

**No General Fund Impact**

**Simple Majority Vote Required**

### **SDC 2 Water Agency**

Approve and authorize the Chairman to sign a contract with Shasta Community Services District for Project Water to recover Central Valley Project operating and construction costs with Water Agency overhead for the period effective date of signing through February 28, 2045.

**No General Fund Impact**

**Simple Majority Vote Required**

## **ADJOURN**

**COMMUNICATIONS** received by the Water Agency are on file and available for review in the Clerk of the Board's Office.

The County of Shasta does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. The County does not discriminate on the basis of disability in its hiring or employment practices. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County's ADA Coordinator: Director of Support Services Angela Davis, County of Shasta, 1450 Court Street, Room 348, Redding, CA 96001-1676, Phone: (530) 225-5515, California Relay Service: (800) 735-2922, Fax: (530) 225-5345, E-mail: [adacoordinator@co.shasta.ca.us](mailto:adacoordinator@co.shasta.ca.us). Individuals with disabilities who need auxiliary aids and/or services for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Water Agency meetings, please call Clerk of the Board (530) 225-5550 two business days before the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator. Accommodations may include, but are not limited to, interpreters, assistive listening devices, accessible seating, or documentation in an alternate format.

The Water Agency meetings are viewable on Shasta County's website at [www.co.shasta.ca.us](http://www.co.shasta.ca.us). Public records which relate to any of the matters on this agenda (except Closed Session items), and which have been distributed to the members of the Board, are available for public inspection at the office of the Clerk of the Board of Supervisors, 1450 Court Street, Suite 308B, Redding, CA 96001-1673. This document and other Water Agency documents are available online at [www.co.shasta.ca.us](http://www.co.shasta.ca.us).



REPORT TO SHASTA WATER AGENCY

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** CONSENT CALENDAR-1.

**SUBJECT:**

Draft 8/20/19 and 10/1/19 Minutes

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Kristin Gulling-Smith, Administrative Board Clerk (530) 225-5550

**STAFF REPORT APPROVED BY:** Mary Williams, Chief Deputy Clerk of the Board

Vote Required?	General Fund Impact?
Simple Majority Vote Required	No General Fund Impact

**RECOMMENDATION**

Approve the minutes of the meetings held on August 20, 2019, and October 1, 2019, as submitted.

**SUMMARY**

N/A

**DISCUSSION**

N/A

**ALTERNATIVES**

N/A

**OTHER AGENCY INVOLVEMENT**

N/A

**FISCAL IMPACT**

N/A

**ATTACHMENTS:**

Description	Upload Date	Description
Draft 8/20/19 Minutes	10/9/2019	Draft 8/20/19 Minutes
Draft 10/1/19 Minutes	10/9/2019	Draft 10/1/19 Minutes

**SHASTA COUNTY WATER AGENCY**

Tuesday, August 20, 2019

**REGULAR MEETING**

**MINUTES**

10:31 a.m.: Chairman Moty called the meeting of the Shasta County Water Agency to order on the above date with the following present:

Present: Directors Rickert, Morgan, Baugh, Chimenti, and Moty

Staff: County Executive Officer Larry Lees, County Counsel Rubin E. Cruse, Jr., Administrative Board Clerk John Sitka, and Administrative Board Clerk Kristin Gulling-Smith.

**PUBLIC COMMENT PERIOD - OPEN TIME**

There were no comments from members of the public.

**CONSENT CALENDAR**

By motion made, seconded (Morgan/Baugh), and unanimously carried, the Shasta County Water Agency took the following actions, which were listed on the Consent Calendar:

Approved the minutes of the meeting held on July 16, 2019, as submitted. (Clerk of the Board)

Adopted Water Agency Resolution No. 2019-02 which designates the following staff as negotiators for the Water Infrastructure Improvement for the Nation (WIIN) Act conversion process: Chief Engineer Patrick Minturn; Supervising Engineer Eric Wedemeyer; Supervising Engineer Charleen Beard; Senior Deputy County Counsel Matthew McOmber; and Assistant County Counsel James Ross.

(See Water Agency Resolution Book)

Tuesday, August 20, 2019

2

10:31 a.m.: The Shasta County Water Agency adjourned.

\_\_\_\_\_  
Chairman

ATTEST:

LAWRENCE G. LEES  
Clerk of the Shasta County Water Agency

By \_\_\_\_\_  
Deputy

**SHASTA COUNTY WATER AGENCY**

Tuesday, October 1, 2019

**REGULAR MEETING**

**MINUTES**

11:16 a.m.: Chairman Moty called the meeting of the Shasta County Water Agency to order on the above date with the following present:

Present: Directors Chimenti, Moty, Rickert, Morgan, and Baugh

Staff: County Executive Officer Larry Lees, County Counsel Rubin E. Cruse, Jr., Administrative Board Clerk Kristin Gulling-Smith, and Administrative Board Clerk John Sitka

**PUBLIC COMMENT PERIOD - OPEN TIME**

There were no comments from members of the public.

**CONSENT CALENDAR**

By motion made, seconded (Morgan/Rickert), and unanimously carried, the Shasta County Water Agency took the following actions, which were listed on the Consent Calendar:

Approved a budget amendment transferring appropriations in the amount of \$35,000 in the Shasta County Water Administration budget to fund a trans-out to County Service Area (CSA) No. 2-Sugarloaf Water, to outfit a new well.

11:17 a.m.: The Shasta County Water Agency adjourned.

\_\_\_\_\_  
Chairman

ATTEST:

LAWRENCE G. LEES  
Clerk of the Shasta County Water Agency

By \_\_\_\_\_  
Deputy

REPORT TO SHASTA WATER AGENCY

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** CONSENT CALENDAR-2.

**SUBJECT:**

Shasta CSD Project Water Contract

**DEPARTMENT:** Water Agency

**Supervisory District No. :** 2

**DEPARTMENT CONTACT:** Pat Minturn, Chief Engineer, (530) 225-5661

**STAFF REPORT APPROVED BY:** Pat Minturn, Chief Engineer

Vote Required?	General Fund Impact?
Simple Majority Vote Required	No General Fund Impact

**RECOMMENDATION**

Approve and authorize the Chairman to sign a contract with Shasta Community Services District for Project Water to recover Central Valley Project operating and construction costs with Water Agency overhead for the period effective date of signing through February 28, 2045.

**SUMMARY**

A Project Water supply contract with Shasta CSD is proposed. This will fulfill a LAFCO condition for annexation of Keswick CSA to the Shasta CSD.

**DISCUSSION**

County Service Area No. 25-Keswick Water (CSA) serves 209 customers. Shasta Community Services District (CSD) operates a parallel system serving 770 customers. The Carr Fire destroyed most of the homes in the CSA and a majority of those in the CSD. On November 28, 2018, the CSD adopted a resolution to submit an application to the Shasta Local Area Formation Commission (LAFCO) to annex the CSA territory to the CSD. On December 11, 2018, the Board adopted a resolution to submit an application to LAFCO to dissolve the CSA. On February 7, 2019, LAFCO adopted a resolution (LAFCO Resolution No. 2019-02) conditionally approving the annexation. On April 4, 2019, LAFCO adopted Resolution No. 2019-05 determining that it was proper to proceed with annexation and ordered that the annexation proceed without an election. Existing CSA assets are to be transferred to the CSD in connection with the annexation.

Keswick Community Services District (KCSD) was a predecessor agency to the CSA. In 1964, U.S. Bureau of Reclamation (Bureau) and KCSD entered into a water supply contract for 500 acre-feet of Central Valley Project Water (KCSD Agreement). In 1967, the Bureau and the Shasta County Water Agency (SCWA) entered into a similar contract (SCWA Agreement). In 1990, KCSD was dissolved and superseded by the CSA. In 2005, Bureau contracts were renegotiated with forty-year terms. For ease of management, the SCWA and KCSD Agreements were combined into a single contract between the Bureau and the Water Agency for up to 1022 acre-feet (Master Agreement). The Water Agency subcontracted 500-acre feet of this amount to the CSA. A successor contract is proposed with the CSD (CSD Contract). The recommended action would fulfill one of the conditions set by LAFCO in LAFCO Resolution No. 2019-02 for the annexation of CSA No. 25-Keswick Water to the CSD.



In 2008, a project was proposed to annex the Elk Trail neighborhoods into County Service Area No. 6–Jones Valley Water (JVCSA). Additional supplies were deemed necessary to serve the expanded customer base. Arrangements were made to temporarily transfer up to 100 acre-feet of Keswick’s 500-acre feet to JVCSA for the duration of the Master Agreement. The proposed CSD Contract would perpetuate that arrangement.

**ALTERNATIVES**

The Board may decline to approve the water contract. The annexation would be deemed incomplete by LAFCO and the CSA would remain. Fiscal challenges will ensue due to the diminished customer base.

**OTHER AGENCY INVOLVEMENT**

The Bureau of Reclamation has reviewed and approved the CSD Project Water Contract. Shasta CSD has also reviewed and approved the Contract. The State Water Resources Control Board supports the proposed annexation. LAFCO approved the conditions of annexation. County Counsel has approved the contract as to form. Risk Management has reviewed and approved the contract. The recommendation has been reviewed by the County Administrative Office.

**FISCAL IMPACT**

Adequate budgeted appropriations are included in the Adopted FY 2019-20 Water Agency Admin budget. The Water Agency is funded through pre-Prop 13 assessments.

**ATTACHMENTS:**

Description	Upload Date	Description
Shasta CSD Water Contract	10/15/2019	Shasta CSD Water Contract

**Shasta County Water Agency  
Redding, CA**

**Contract for Project Water**

This Contract, made the \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the SHASTA COUNTY WATER AGENCY, (“Agency”), and the SHASTA COMMUNITY SERVICES DISTRICT (“Contractor”).

**WITNESSETH**, That:

**WHEREAS**, Keswick Community Services District entered into a contract with the United States of America entitled “Contract Between the United States of America and the Keswick Community Services District Providing for Water Service,” Contract No. 14-06-200-1307A, dated September 16, 1964, which contract permitted the diversion of Central Valley Project water from Whiskeytown Lake for 500 acre-feet of Project Water under certain terms and conditions; and

**WHEREAS**, Agency entered into a contract with the United States of America entitled “Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service,” Contract No. 14-06-200-3367A, dated June 30, 1967, which contract permitted the diversion of Central Valley Project water (“Project Water”) from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake by Agency and its contractors under certain terms and conditions; and

**WHEREAS**, on February 19, 1991, the United States consented to the assumption of Contract No. 14-06-200-1307A by the County of Shasta for the benefit of County Service Area #25-Keswick; and

**WHEREAS**, on March 15, 2005, the Agency entered into an assignment of Contract No. 14-06-200-1307A with the United States of America; and

**WHEREAS**, Agency entered into a contract with the United States of America entitled “Long Term Renewal Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service from the Sacramento River, Shasta, and Trinity River Divisions,” Contract No. 14-06-200-3367A-LTR1, dated May 27, 2005, hereinafter referred to as the “Master Agreement,” which contract permits the diversion of Project Water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake by Agency and its contractors under certain terms and conditions through February 28, 2045; and

**WHEREAS**, Contract No. 14-06-200-3367A-LTR1 merged Contract No. 14-06-200-1307A and Contract No. 14-06-200-3367A; and

**WHEREAS**, the Agency Board of Directors approved Resolution 2008-001 on March 11, 2008, creating a transfer of up to 100 acre-feet of water from County Service Area #25 – Keswick to County Service Area #6 – Jones Valley; and

**WHEREAS**, County Service Area #25 – Keswick has been dissolved and its service area annexed into the Shasta Community Services District; and

**WHEREAS**, Agency is in discussions with the U.S. Bureau of Reclamation (“Reclamation”) to permanently assign 500 acre-feet to Contractor; and

**WHEREAS**, the proceeds of the County Service Area #6 – Jones Valley water lease shall be assigned to Contractor; and

**WHEREAS**, Agency has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

**WHEREAS**, Contractor has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

**WHEREAS**, Contractor desires to divert Project Water from the Central Valley Project for municipal and industrial purposes from a point of diversion and within a place of use approved by Reclamation.

**NOW, THEREFORE, IT IS AGREED:**

1. The Master Agreement is hereby made a part of this Contract and the terms and conditions thereof and any determination or actions taken thereunder shall be binding upon the parties as if said Master Agreement were fully set out herein. Unless expressly stated or unless manifestly inconsistent with the context in which used, definitions contained in said Master Agreement shall apply in this Contract.
2. This Contract shall be effective on the date set forth above and shall remain in effect for the duration of the Master Agreement, or until the 500 acre-feet are permanently assigned to the Contractor whichever comes first. Either party may terminate this Contract without cause on 30 days written notice.
3. Contractor is entitled to divert water at the points of diversion and for use within the Contractor’s service area as shown on Exhibit A, attached and incorporated herein. The quantity of water Contractor may divert shall not exceed 500 acre-feet per year less any amount diverted by Jones Valley under Agency Resolution 2008-001, attached and incorporated herein (Exhibit B). If Contractor wishes to divert less than the maximum amount of water permitted under this Contract, it shall upon the execution of this contract

and for each subsequent calendar year submit by December 15<sup>th</sup> a schedule of diversion satisfactory to the Agency and approved by it for the water to be diverted during the following calendar year or portion thereof.

4. Contractor shall install, operate, and maintain, at its sole expense, measuring equipment satisfactory to Agency. In the event such equipment is found by Agency to be faulty or not operating properly, it shall be repaired or replaced by Contractor at its expense. In the event Contractor fails to make such repairs or replacement within a reasonable time, it may be done by Agency and the cost thereof shall be paid by Contractor to Agency within 60 days following the date a statement of such cost is furnished to Contractor by Agency.
5. Contractor shall pay Agency all sums due under this Contract in accordance with the rates of water service established by Agency. These rates will be established to, as nearly as practicable, recover the actual costs incurred by Agency under the Master Agreement and the cost of administration involved. The rate currently established by Agency for Project Water is Fifty-Six Dollars and Thirty-One Cents (\$56.31) per acre-foot for water delivered. "Water under contract" shall mean the quantity of water Contractor is entitled to divert as shown in section 3. This rate shall remain in effect unless Contractor is notified of its revision under the schedule provided in Master Agreement Section 7(b). Payments shall be due within thirty days of billing each year for water diverted or contracted for during the previous water year, and shall be delinquent after 30 days. A penalty of 1 percent of the amount of delinquency shall be charged each month, or fraction thereof, of said delinquency. In the event Contractor diverts more water than is specified in the schedule submitted in accordance with Section 3 above, Agency shall deduct the amount from future allocations for that year until the annual quantity is equaled or exceeded and Contractor's right to divert suspended.
6. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to the Agency under said Master Agreement. Agency reserves the right to allocate available supply to all or some of its water users in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said shortage or Agency's decision to reduce water allocation to Contractor or any other purchaser of Agency water. Such shortage shall not relieve Contractor of its obligation to make the payments required in this Contract.
7. Agency makes no representations and assumes no responsibility with respect to the quality of water which is made available under this Contract.

8. Contractor shall be solely responsible for the control, distribution and disposal of water diverted under this Contract and holds Agency and Reclamation harmless from damage connected herewith.
9. Contractor shall defend, hold harmless and indemnify Agency and Reclamation, their elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, including those of County Counsel and counsel retained by Agency, expert fees, litigations costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Agency) being damaged by the negligent acts, willful acts, or errors or omissions of the Contractor or any person exercising the right to divert water on the Contractor's behalf.
10. If Contractor is in default under this contract, Agency may refuse delivery of water and may terminate this contract on 10 days written notice to Contractor. If Agency withholds termination in the event of default to afford Contractor an opportunity to cure its default, or for any other reason, Agency may nevertheless terminate this Contract at any later time unless the default is cured prior to the date of termination.
11. Contractor agrees that it will comply fully with all applicable laws, orders and regulations, including but not limited to, federal laws, order and regulations, and the laws of the State of California, all as administered by the appropriate authority, concerning the pollution of streams, reservoirs, or water courses, with respect to the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, or other pollutants.
12. Contractor agrees as follows:
  - a. To comply with Title VI of the Civil Rights Act of July 2, 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with the respective implementing regulations and guidelines imposed by the U.S. Department of Interior and/or Reclamation. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program receiving financial assistance from Reclamation. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.
  - b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants, receiving federal financial assistance hereunder, to comply with the requirements of this provision.

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of the Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said

Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of section (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- 14. Contractor shall not transfer or assign its rights under this Contract without the written consent of the Agency.
  - 15. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto.
  - 16. Any Notices required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent first-class mail to the following addresses:

If to Agency:            Shasta County Water Agency  
                                 Attn: Chief Engineer  
                                 1855 Placer Street  
                                 Redding, CA 96001

If to Contractor:        Shasta Community Services District  
                                 Attn: General Manager  
                                 10711 French Alley  
                                 Shasta, CA 96087

**IN WITNESS WHEREOF**, Agency and Contractor have executed this agreement on the day and year set forth below.

**SHASTA COUNTY WATER AGENCY**

Date: \_\_\_\_\_

\_\_\_\_\_  
LEONARD MOTY, CHAIRMAN  
Board of Directors  
Water Agency  
County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board  
Shasta County Water Agency

By \_\_\_\_\_  
Deputy

**SHASTA COMMUNITY SERVICES  
DISTRICT**

Date: 10-1-19

CS 16  
CHRIS KOEPER, GENERAL MANAGER

ATTEST:

Christina Arias  
Board Secretary  
Shasta Community Services District

By C. Arias  
Deputy

**RISK MANAGEMENT APPROVAL**

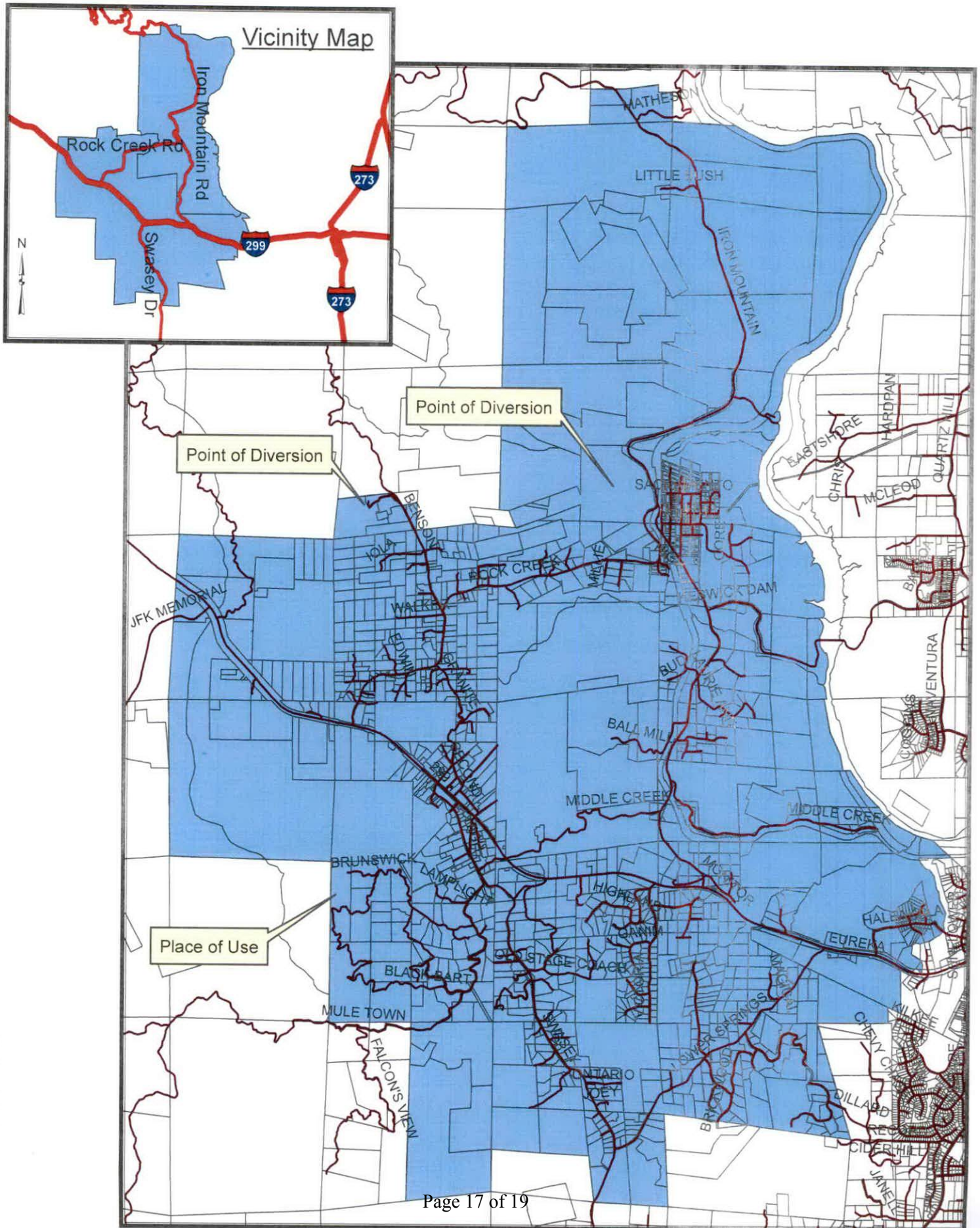
BY: James Johnson 10/07/19  
Risk Management Analyst

APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL  
10/3/19  
Matthew M. McOmber  
Senior Deputy County Counsel  
FOR DAVID JOURNAL



Exhibit A

# Shasta Community Services District



RESOLUTION NO. 2008- 01

RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SHASTA COUNTY WATER AGENCY  
RESOLUTION OF INTENT TO TRANSFER WATER FROM  
COUNTY SERVICE AREA No. 25 - KESWICK WATER TO  
COUNTY SERVICE AREA No. 6 - JONES VALLEY WATER

WHEREAS, the citizens of Shasta County living on and near Elk Trail wish to gain access to treated water; and

WHEREAS, Elk Trail adjoins County Service Area No. 6 - Jones Valley Water; and

WHEREAS, County Service Area No. 6 - Jones Valley Water has an inadequate supply to provide for full development of the district should an annexation occur; and

WHEREAS, County Service Area No. 25 - Keswick Water has unused water in its regular supply; and

WHEREAS, a water transfer between County Service Area No. 25 - Keswick Water and County Service Area No. 6 - Jones Valley Water would benefit the current and future customers of both districts.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Shasta County Water Agency endorses the reservation of right to transfer 100 acre-feet of water from County Service Area No. 25 - Keswick Water to County Service Area No. 6 - Jones Valley Water until December 31, 2012.

NOW, THEREFORE, BE IT FURTHER RESOLVED that for such reservation County Service Area No. 25 - Keswick Water shall receive \$1,000 annually and shall be reimbursed for any other costs associated with this 100 acre-feet and/or resulting from the reservation.

NOW, THEREFORE, BE IT FURTHER RESOLVED that, County Service Area No. 6 - Jones Valley Water may, prior to December 31, 2012, establish a transfer agreement for up to 100 acre feet through the term of Long-Term Renewal Contract No. 14-06-200-3367A-LTR1 between the Bureau of Reclamation and the County of Shasta, which is the governing agreement for any transferred water, and, at the end of the Long-Term Renewal Contract No. 14-06-200-3367A-LTR1 the 100 acre feet shall revert wholly to County Service Area No. 25 - Keswick Water.

NOW, THEREFORE, BE IT FURTHER RESOLVED that County Service Area No. 25 - Keswick Water shall be reimbursed for all costs incurred as a result of the transfer by the Bureau of Reclamation, the Shasta County Water Agency, or other legal requirement and, in addition, County Service Area No. 25 - Keswick Water shall receive \$3,000

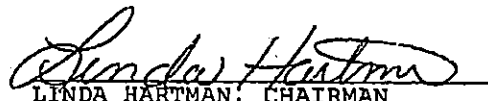
FCN 020107

1  
RESOLUTION No. 2008- 01  
Resolution of Intent  
Page 2

annually, adjusted per the Consumer Price Index until 2030 and subject to adjustment to market rate at that time.

DULY PASSED AND ADOPTED this 11th day of March 2008, by the Board of Directors of the Shasta County Water Agency, by the following vote:

AYES: Supervisors Hawes, Baugh, Kehoe, and Hartman  
NOES: Supervisor Cibula  
ABSENT: None  
ABSTAIN: None  
RECUSE: None

  
LINDA HARTMAN, CHAIRMAN  
Board of Directors  
Shasta County Water Agency  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board  
Shasta County Water Agency

By   
Deputy

THIS INSTRUMENT IS A CORRECT COPY  
OF THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST DEC 09 2008

CLERK OF THE BOARD  
Supervisors of the County of Shasta, State of California  
BY: 

FCN 020107