

SITES PROJECT AUTHORITY'S
PHASE 1 RESERVOIR PROJECT AGREEMENT
DRAFT Proposed Revised Agreement for Admission of New Members
(showing changes to April 11, 2016 approved agreement)

THIS PHASE 1 RESERVOIR PROJECT AGREEMENT (the "**Agreement**") is made effective as of ~~April 11~~, _____ 2016 by and among (a) the Sites Project Authority (the "**Authority**") and (b) certain Members and/or Non-Member Participating Parties, listed on the attached **Exhibit A1** (collectively the "**Project Agreement Members**"), and is made with reference to the following facts:

RECITALS

A. Various public agencies in the Sacramento River Watershed, including certain Project Agreement Members, entered into the Modified Third - Amended and Restated Sites Project Authority Joint Exercise of Powers Agreement, dated December 21, 2015 (the "**Joint Powers Agreement**"), pursuant to which they formed the Authority to develop the Sites Reservoir Project, which is contained in the CalFed Bay-Delta program Programmatic Record of Decision, August 28, 2000. The Joint Powers Agreement provides a mechanism for "Project Agreements" (as defined in the Joint Powers Agreement) to undertake specific work activities for the development of the Sites Reservoir Project. On December 21, 2015, the Authority's Board of Directors ("Board") also adopted Bylaws for Phase 1 of the Sites Reservoir Project ("**Bylaws**"), which also address Project Agreements and their management through Project Agreement Committees.

B. The Project Agreement Members wish to undertake the Project described on the attached **Exhibit B** (the "**Phase 1 Reservoir Project Agreement Requirements**") in the name of the Authority and in accordance with the Authority's stated Mission as set forth in the fourth Recital of the Joint Powers Agreement. The Project Agreement Members are entering into this Agreement to satisfy the requirements of Article VI of the Joint Powers Agreement. **Exhibit B** defines the Project (herein called the "Project"), including principles to aid in decision-making, the scope of work, budget targets, Phase 1 milestone schedule, approved consultant scopes of work and estimated fees, and related items necessary to complete Phase 1.

Add Modified Third - Amended

C. All members of the Authority have been given the opportunity to enter into this Agreement. The form of this Agreement was determined to be consistent with the Joint Powers Agreement and the Bylaws and approved by the Authority's Board of Directors on March 23, 2016.

D. The Authority and the Project Agreement Members acknowledge that one of the Authority's goals is to develop and make both a water supply and storage capacity available to water purveyors and landowners within the Sacramento River watershed, and potentially in other areas of California, who are willing to purchase either or both a water supply and storage capacity from the Sites Reservoir Project, and that the Project Agreement Members should have a preference to the water supply or storage capacity.

AGREEMENT

THEREFORE, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the parties agree as follows:

Section 1 Purpose:

The purpose of this Agreement is to permit the Project Agreement Members to undertake the Project in the name of the Authority consistent with the Joint Powers Agreement. The activities undertaken to carry out the purposes of this Agreement shall be those, and only those, authorized by the Project Agreement Committee (the "**Committee**", defined in Section 2 of this Agreement) in accordance with this Agreement, the Joint Powers Agreement and its Bylaws. Without limiting in any way the scope of the activities that may be undertaken under this Agreement, such activities shall include funding Authority actions and obligations undertaken to carry out the directions of the Committee. Notwithstanding any other provision of this Agreement, no activity undertaken pursuant to this Agreement shall conflict with the terms of the Joint Powers Agreement or the Bylaws, nor shall this Agreement be construed in any way as creating an entity that is separate and apart from the Authority.

Section 2 Project Agreement Committee:

(a) Committee Membership. The business of the Project Agreement Members under this Agreement shall be conducted by a Committee consisting of one member appointed by each Project Agreement Member or Non-Member Participating Party. Appointment of each member of the Committee shall be by action of the governing body of the Project Agreement Member or Non-Member Participating Party appointing such member, and shall be effective upon the appointment date as communicated in writing to the Authority. Each member shall serve on the Committee from the date of appointment by the governing body of the Project Agreement Member or Non-Member Participating Party he/she represents at the pleasure of such governing body.

(b) Officers. The Committee shall select from among its members a Chairperson, who shall act as presiding officer, and a Vice Chairperson, to serve in the absence of the Chairperson. There also shall be selected a Secretary, who may, but need not be, a member of the Committee and a Treasurer. All elected officers shall be elected and remain in office at the pleasure of the Committee, upon the affirmative vote of at least a majority of the total weighted vote as provided at Subsection 2(g);

(c) Treasurer. The Authority Treasurer shall serve as the Committee's Treasurer and shall act as the Committee's liaison to the Authority's General Manager and Authority Board on financial matters affecting the Committee. The Treasurer shall prepare and provide regular financial reports to the Committee as determined by the Committee.

(d) General Manager. The Authority's General Manager shall (1) serve as the Project Director responsible for advancing the Sites Reservoir Project, (2) be a non-voting member of the Committee, (3) ensure coordination of outreach and engagement activities between the Authority and Committee, (4) convene a monthly Manager's Meeting comprised of staff assigned by their respective Project Agreement Members and Authority Members, whose primary function is to advise the General Manager regarding technical and/or policy matters that will be reported to the Committee and Authority on a timely basis, and (5) convene, on an as needed basis, legal representatives from the Project Agreement Members and Authority Members to advise the General Manager on legal matters that will be reported to the Committee and Authority on a timely basis.

(e) Meetings. The Chairperson of the Committee or a majority of a quorum of the members of the Committee are authorized to call meetings of the Committee as necessary and appropriate to conduct its business under this Agreement. All such meetings shall be open to the public and subject to the requirements set forth in the Ralph M. Brown Act (Government Code Sections 54950 et seq.).

(f) Quorum. A majority of the then-appointed members shall constitute a quorum of the Committee.

(g) Voting. Notwithstanding any provisions of the Bylaws that might be construed otherwise, for purposes of this Agreement, the voting rights of each Project Agreement Member shall be determined as follows:

- (i) an equal number of voting shares for each Project Agreement Member participating in Class 1 as defined at Exhibit A1, that being for each Project Agreement Member, 1 divided by the total number of Project Agreement Members, multiplied by 50%; plus
- (ii) an additional number of voting shares for each Project Agreement Member participating in Class 1, 2 and/or 4, equal to its respective participating percentage described at Section 4 and defined at **Exhibit A1**, multiplied by 50%, using the version of Exhibit A in effect at the time the Committee votes.

The resulting weighted total of all voting shares shall equal 100. An Example of this weighted voting incorporating the formulas for determining participating percentages is attached at **Exhibit A2**.

(h) Decision-making Thresholds. Approval by the Committee is based on the approval thresholds established in Section 5.7 of the Bylaws for both material and non-material changes. That is, for actions other than Material Change Items, action of the Committee shall be taken upon the affirmative vote of at least a majority of the total weighted vote as provided in Subsection 2(g); for Material Change Items, action shall be taken upon the affirmative vote of at least 75% of the total weighted vote as provided at Subsection 2(g).

(i) Delegation of Authority/Powers and Limitations Thereon. Subject to the direction of the governing bodies of the Project Agreement Members and the Authority, the Committee shall undertake all actions necessary for carrying out this Agreement, including but not limited to setting policy for the Project Agreement Members acting under this Agreement with respect to the Project; recommending actions to be undertaken in the name of the Authority under this Agreement; determining the basis for calculation of the participation percentages for each fiscal year, and the timing required for payments of obligations hereunder; authorizing expenditure of funds collected under this Agreement within the parameters of the approved work plan and budget; and such other actions as shall be reasonably necessary or convenient to carry out the purposes of this Agreement. The foregoing is subject to any and all limitations set forth in the Joint Powers Agreement and Bylaws, including but not limited to, any action that constitutes a material change as defined at Section 12.3 of the Bylaws requiring the approval of both the Committee and the Authority Board, and actions specified in Section 10 of the Bylaws which remain exclusively with the Authority Board.

Section 3 Funding:

(a) Budget. The Committee shall, in cooperation with the Authority's Board, provide and approve both a fiscal year operating budget and reestablish the Phase 1 budget target, annually or more frequently as needed. On September 21, 2015, the Board approved both a fiscal year 2015 operating budget and Phase 1 budget target. Then, on November 11, 2015 the Board approved the fiscal year 2016 operating budget and reaffirmed the Phase 1 budget target for planned work by both the Authority and being delegated to the Committee. These budget amounts are defined at **Exhibit B**, along with the budget approval process and requirements. The Project Agreement Members shall contribute their respective pro-rata share of the budgeted sums in accordance with Section 4 of this Agreement.

(b) Fiscal Responsibilities. **Exhibit B** specifies the Authority's requirements regarding the fiscal responsibilities of the Committee.

(c) Allocation of Obligations. Should the Project Agreement Members acting collectively under this Agreement enter into any contract or other voluntary obligation, such contract or obligation shall be in the name of the Authority; provided, that all financial obligations thereunder shall be satisfied solely with funds provided under this Agreement and in accordance with Section 6.

(d) Allocation of Project Agreement Expenses. The Project Agreement Members agree that all Agreement expenses incurred by them and/or by the Authority under this Agreement are the costs of the Project Agreement Members and not of the Authority or the Members of the Authority that do not execute this Agreement, and shall be paid by the Project Agreement Members; provided, however, that this Section shall not preclude the Project Agreement Members from accepting voluntary contributions and/or Authority Board's pre-approval of in-kind services from other Authority Members, other Members and/or Non-Member Participating Parties, and applying such contributions to the purposes hereof. The Project Agreement Members further agree to pay that share of any Authority costs reasonably determined by the Authority's Board to have been incurred by the Authority to administer this Agreement. Before the Authority's costs of administering this Agreement become payable, the Authority will provide its calculation of such costs to the Committee, which will have the right to audit those costs and provide comments on the calculation to the Authority Board. The Authority Board shall consider the Committee's comments, if any, in a public meeting before the Authority Board approves a final invoice for such costs.

Section 4 Participation Percentages:

Each Project Agreement Member shall pay that share of costs for activities undertaken pursuant to this Agreement, whether undertaken in the name of the Authority or otherwise, equal to such Project Agreement Member participation percentage as established in this Section 4. The initial participation percentages of the Project Agreement Member are set forth at the attached **Exhibit A1**. These initial participation percentages are for the purpose of establishing the Reservoir Project Agreement Members respective responsibilities for start-up costs and other amounts contained in the approved Fiscal year budget and Phase 1 budget target, which is defined as the "Reservoir Total" on **Exhibit B**. The participation percentages of each Project Agreement Member will be modified by the Committee from time to time as the result of the admission of a new Project Agreement Member to this Agreement or the withdrawal of a Project Agreement Member, and **Exhibit A1** shall be amended to reflect all such changes. Such amended **Exhibit A1** shall, upon approval by the Committee, be attached hereto and upon attachment, shall supersede all prior versions of **Exhibit A1** without the requirement of further amendment of this Agreement.

Section 5. Future Development of the Sites Reservoir Project:

The Project Agreement Members acknowledge that the Sites Reservoir Project is still in the conceptual stage and there are no assurances that the Reservoir will be constructed or that any water supplies will be developed as a result of this Agreement. Exhibit B includes a partial list of some of the risks and uncertainties that underlie the lack of assurances. The Project Agreement Members therefore recognize that they are not acquiring any interest in the Sites Reservoir Project other than their interest in the specific materials that will be produced by the Project defined on Exhibit B, and that they are not acquiring under this Agreement any interest in any future water supply or access to any other services from the Sites Reservoir Project except as provided hereunder.

Without limiting the foregoing, any Project Agreement Member that elects to continue participating in the development, financing, and construction of the Sites Reservoir Project to the time when the Authority offers contracts for a water supply or other services, will be afforded a first right, commensurate with that Member's participation and financial contribution to the Sites Reservoir Project, to contract for a share of any water supply that is developed, and for storage capacity that may be available from the Sites Reservoir Project. The Authority and the Project Agreement Members will cooperate on the drafting of provisions in the water supply contract that will allow a Project Agreement Member or other eligible entity that commits to purchase a Sites Reservoir Project

water supply to transfer water that the entity may not need from time to time on terms and conditions acceptable to the entity.

Section 6 Indemnity and Contribution:

Each Project Agreement Member shall indemnify, defend and hold the Authority and other Project Agreement Members harmless from and against any liability, cause of action or damage (a "**Cost**") arising out of the performance of this Agreement in excess of the amount of such Cost multiplied by each Project Agreement Member's participation percentage (defined in Section 4). Notwithstanding the foregoing, to the extent any such liability is caused by the negligent or wrongful act or omission of a Project Agreement Member, such Project Agreement Member shall bear such liability.

The Project Agreement Members shall indemnify, defend and hold the Authority and the members of the Authority that do not execute this Agreement harmless from and against any liabilities, costs or expenses of any kind arising as a result of the activities described in or undertaken pursuant to this Agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to activities undertaken under this Agreement shall be assets, rights, benefits, debts, liabilities and obligations solely of the Project Agreement Members in accordance with the terms hereof, and shall not be the assets, rights, benefits, debts, liabilities and obligations of the Authority or of those members of the Authority that have not executed this Agreement. Members of the Authority not electing to participate in the Project Agreement shall have no rights, benefits, debts, liabilities or obligations attributable to the Project Agreement.

Section 7 Term:

This Agreement shall take effect on the date it is executed by at least two members of the Authority and shall remain in full force and effect until this Agreement is amended, rescinded or terminated by the Project Agreement Committee, or completion of Phase 1 as defined at **Exhibit B**. Notwithstanding the foregoing, upon the expiration of the Joint Powers Agreement, this Agreement shall terminate and all uncommitted funds contributed by each signatory shall be returned to such signatory.

Section 8 Withdrawal From Further Participation:

To withdraw from this Agreement, a Project Agreement Member shall give the Authority and other Project Agreement Members written notice of such withdrawal not less than 30 days prior to the withdrawal date. As of the withdrawal date, all rights of participation in this Agreement shall cease for the

withdrawing Project Agreement Member. The financial obligation as prescribed in the Bylaws' Section 5.10 in effect on the withdrawal date, shall consist of the withdrawing Member's share of the following costs: (a) payment of its share of all non-contract costs incurred prior to the date of the written notice of withdrawal, and (b) those contract costs associated with funds approved in either contract amendments or task orders that were approved prior to the date of the written notice of withdrawal for which the contractor's work extends beyond the withdrawal date. However, a withdrawing member shall have no liability for any change order or extensions of any contractor's work that the remaining Members agree to after the withdrawing Member provides written notice of withdrawal.

Section 9 Admission of New Project Agreement Members:

Additional Members of the Authority and Non-Member Participating Parties may become Project Agreement Members upon the affirmative vote of at least 75% of the total weighted vote as provided at Subsection 2(g) of the then-current Project Agreement Members and the affirmative vote of at least 75% of the total number of Directors of the Authority, and upon such conditions as are fixed by such Project Agreement Members.

Section 10 Amendments:

This Agreement may be amended only by a writing executed by all of the then-current Project Agreement Members.

Section 11 Assignment; Binding on Successors:

Except as otherwise provided in this Agreement, the rights and duties of the Project Agreement Members may not be assigned or delegated without the written consent of the other Project Agreement Members and the Authority. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the Project Agreement Members.

Section 12 Counterparts:

This Agreement may be executed by the Authority and the Project Agreement Members in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Facsimile and electronic signatures shall be binding for all purposes.

Section 13 Severability:

If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

Section 14 Notices:

Notices authorized or required to be given under this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours, to the addresses set forth **Exhibit C ("Notifications")**, or to such other address as a Project Agreement Member may provide to the Authority and other Project Agreement Members from time to time.

IN WITNESS WHEREOF, the Authority and Project Agreement Members hereto, pursuant to resolutions duly and regularly adopted by their respective governing bodies, have caused their names to be affixed by their proper and respective officers on the date shown below:

Dated: _____ SITES PROJECT AUTHORITY BOARD
REPRESENTATIVE

By: _____

Dated: _____

(Authority & Project Agreement Member)

By: _____

EXHIBIT A1:
PHASE 1 RESERVOIR PROJECT AGREEMENT -
PARTICIPATION AMOUNTS AND PERCENTAGES

<u>Revision</u>	<u>Effective Date</u>	<u>Status or Authorizing Action</u>
<u>1b</u>	<u>2016 May 01</u>	<u>Issued for Board's consideration to issue as part of the membership on-boarding process.</u>

<u>Reservoir Project</u> Agreement Member	<u>Class 1</u> (acre-ft.)	<u>Class 2</u> (acre-ft.)	<u>Class 4</u> (Yes/no)	<u>Participation</u> <u>Percentage</u>	<u>Participant's</u> <u>Actual</u> <u>Weighted Vote</u>
Colusa Co. WD	30,000.			23.4 %	16.69
Glenn-Colusa ID	20,000.			15.6 %	12.79
Orland-Artois WD	20,000.			15.6 %	12.29
Proberta WD	3,000.			2.3 %	6.17
Reclamation Dist. 108	20,000.			15.6 %	12.79
Westside WD	25,000.			19.5 %	14.74
Cortina WD	300.			0.2 %	5.12
Davis WD	2,000.			1.6 %	5.78
Dunnigan WD	5,000.			3.9 %	6.95
LaGrande WD	3,000.			2.3 %	6.17
Total	128,300.			100 %	100%
Maximum Available¹	250,000.				

[This Exhibit will be revised at the end of the on-boarding process to incorporate new Members]

1 Amount is based on (a) operating assumptions from prior DWR studies for their Alternative C (i.e. the large reservoir with 3 Sacramento River points of diversion and operated to maximize SWP benefits while not adversely affecting current CVP operations). The Authority's recommended assumptions (e.g. include a 130,000 acre-ft. of water demand in the west side of the Sacramento Valley) will produce new results which, when combined with the decision related to the application for Prop 1 Chapter 8 (i.e. State can fund up to 50% of Project's development costs) will likely affect the Maximum Available.

EXHIBIT A1:

Method Used to Define Participation Percentages:

Participation Factors: (Refer to Figures 1 and 2)

[During the proposal evaluation, the Authority and Reservoir Project Agreement Committee will finalize the weighting factors described below to ensure the participation is consistent with the Authority's mission. Applicants will be notified of the final weighting and corresponding participation percentages prior to finalizing this Agreement]

The Participating Percentages ~~factors~~ also reflect the decision-making contribution of each Project Agreement Member via the use of weighting ~~f~~Factors, the sum of which totals 100%, exactly.

- A. Each Project Agreement Member, has a membership weighting factor equal to 50%, except for those Members only electing to participate solely in Class 4 water benefits, the membership weighting factor is 0.
- B. The remaining 50% is allocated ~~to~~ between the Class 1, Class 2, and Class 4 water benefits, which are described as follows:

Class 1: 50% of the expected annualized yield that would be allocated to the Project Agreement Members represents Class 1 water benefits ("Class 1"). ~~The remaining 50% of the expected annualized yield is intended to meet the maximum annualized yield associated with 50% public cost share under Proposition 1, Chapter 8.~~ Class 1 water represents the amount of water that would not be made available for Proposition 1, Chapter 8-eligible public benefits assuming the CA Water Commission elects to participate in the Project up to the maximum amount allowed by Proposition 1, Chapter 8, which is 50% of the total Project's development costs.

Class 2: Depending upon decisions by the CA Water Commission (&/or jointly by the Authority and Reservoir Project Agreement Committee), some of the remaining 50% could become available for non-Proposition 1, Chapter 8 uses. For Phase 1, the maximum amount of this additional water, which is referred to as "Class 2" water benefit, is approximately 35% of the total. The remaining 15% is currently not available for potential non-Proposition 1, Chapter 8 uses and it represents the differential amount of long-term annualized water produced should Sites Reservoir be downsized from 1.8 MAF to 1.3 MAF.

Class 4: Coordinating or integrating Sites Reservoir's operations with the CVP and SWP enables Sites Reservoir to release water in lieu of releases from CVP and/or SWP reservoirs that, through exchange, enables the CVP and/or SWP reservoirs to increase their respective storage as measured as an increase in end-of-year carryover storage, as an example. This type of potential water benefit is referred to as "Class 4" water. Based on dry water year type operating conditions, the potential amount of Class 4 water could represent approximately 70% of the total water diverted into Sites Reservoir. Some or all

EXHIBIT A1:

of this additional water is considered by the Authority to be eligible under Proposition 1, Chapter 8 for uses consistent with the definition of public benefit water (i.e. ecosystem, water quality, and emergency response). Agencies have expressed an interest in participating in the advancement of studies to determine the optimal return on investment for the use of this water.

Weighting Factors: The combined total of all weighting factors totals 50, exactly. The Class 1 water benefit is the most certain relative to the Class 2 water benefit and the Class 4 water benefit is operations-based as opposed to the potential to produce water in Sites Reservoir. To participate in Class 2 water benefits, the Member also needs to be participating in Class 1 water benefits. The weighing factors, totaling 50%, are allocated as follows:

Class 1: 40% minus the fractional contribution associated with Class 4, which results in an adjusted weighting factor. This is applied to the amount of Class 1 water Members are using as their Phase 1 level of participation.

Class 2: 10% minus the fraction contribution associated with Class 4, which results in an adjusted weighting factor. This is applied to the amount of Class 2 water Members are using as their Phase 1 level of participation. Furthermore, to participate in Class 2 water benefits, the Member also needs to be participating in Class 1 water benefits.

Class 4: Participation to perform a range of public-benefits operational studies that will be used as the basis for defining the value of the public benefit water under different scenarios (e.g. prioritization on salmonids vs. longfin smelt or emergency response flows to repulse salinity in the Delta) and limited to be no more than 3.5% of the Reservoir Project Agreement's total Phase 1 costs. Based on current projections of study costs, the estimated cost for a Member to participate in Class 4 water is \$130,000.

Weighting Factors: Currently equals 1.

Formula 1: A Project Agreement Member's participation percentage for Class 1 water equals the

The Participation Percentage equals the sum of Formula 1 divided by 50.

EXHIBIT A1:

Figure 1: Illustration of the two types of water produced from the Project with its operations integrated with the CVP and SWP.

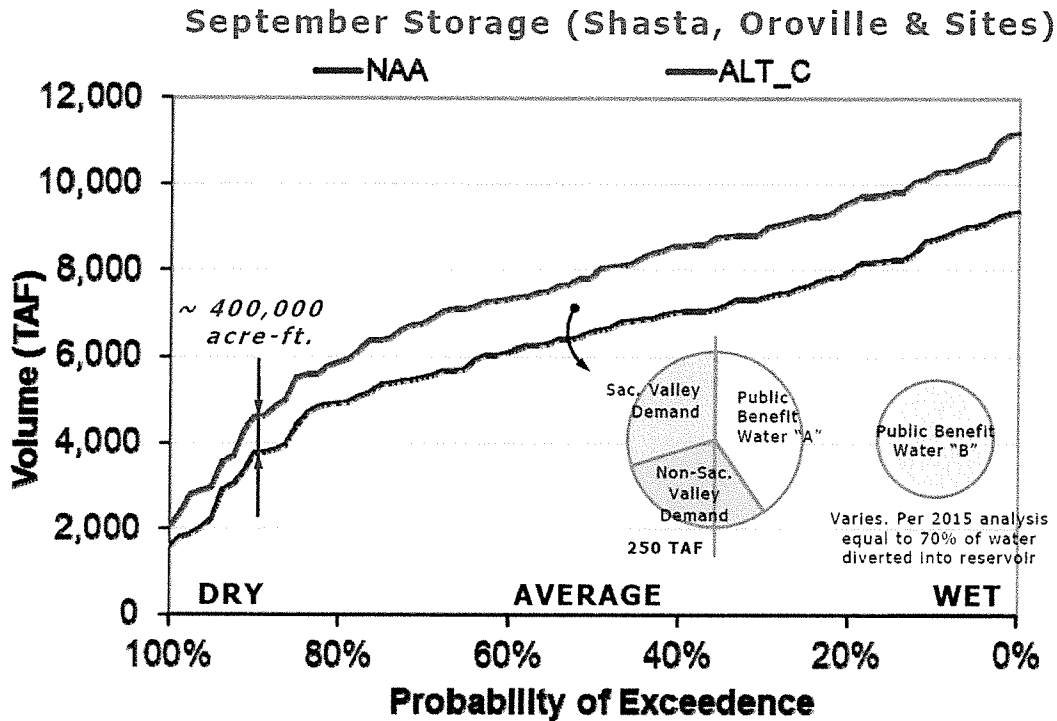


Figure 2: Weighted voting based on Classes of water produced

When all votes are cast, total = 100%

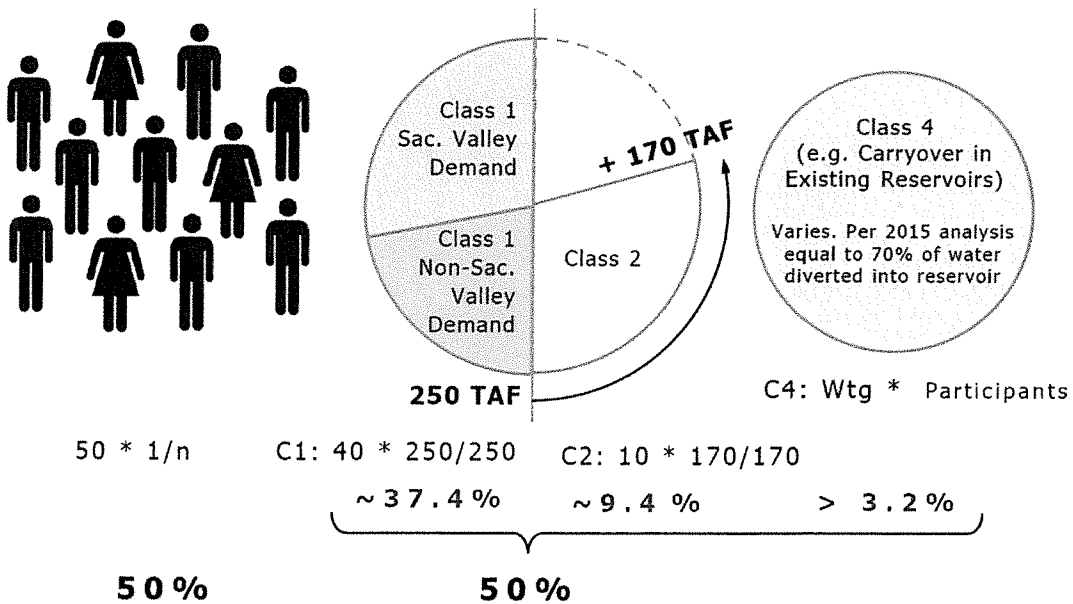


EXHIBIT A2

EXAMPLE OF WEIGHTED VOTING

Assumptions

- 24 Project Agreement Members participating with 20 participating in both Class 1 and/or Class 2 water benefits, such that 100% of the Class 1 water has been allocated (i.e. 250,000 acre-ft) and for Class 2 water benefits, only 100,000 acre-ft. out of 170,000 acre-ft. available has been allocated.
- 4 Project Agreement Members participating in Class 4 water benefit studies with a couple of them electing to not participate in Class 1 water benefits.

Member A: Participation consists solely of X = 3,000 acre-ft./year of Class 1 water.

Member B: Participation consists solely of X = 20,000 acre-ft./year of Class 1 water.

Member C: Participation consists of "X" = 20,000 acre-ft/year of Class 1 and "Y" = 20,000 acre-ft/year of Class 2 water benefits.

Member D: Participation consists solely of participating in Class 4 water (i.e. to advance studies related to how the public benefit water should be defined).

The **Class 1** weighting factor (WF_1) is **35** & the **Class 2** weighting factor (WF_2) is **15**.

Formula	Member:	A	B	C	D
$1/20 * 50$		2.50	2.50	2.50	
Class 1 = $(X/250,000)*WF_1$		0.45	3.00	3.00	
Class 2 = $(Y/100,000)* WF_2$				1.87	
Class 4 = Weighting factor					0.80
Weight of Member's Vote		2.95	5.50	7.37	0.80

Total needed for approval:

- Simple Majority = 50
- Material Change = 75

EXHIBIT B:
PHASE 1 RESERVOIR PROJECT AGREEMENT -
REQUIREMENTS

Separate Document

EXHIBIT C:

NOTIFICATIONS

Project Agreement Member Addresses in accordance with Section 14 of the Agreement:

Effective Date: April 11, 2016

Colusa County Water District
General Manager
P.O. Box 337
Arbuckle, CA 95912

Cortina Water District
P.O. Box 489,
Williams, CA 95987

Davis Water District
P.O. Box 83
Arbuckle, CA 95912

Dunnigan Water District
P.O. Box 84
Dunnigan, CA 95937

Glenn-Colusa Irrigation District
General Manager
P.O. Box 150
Willows, CA 95988

LaGrande Water District
P.O. Box 756
Williams, CA 95987

Orland-Artois Water District
General Manager
P.O. Box 218
Orland, CA 95963

Proberta Water District
P.O. Box 134
Proberta, CA 96078

Reclamation District 108
General Manager
P.O. Box 50
Grimes, CA 95950

Westside Water District
General Manager
5005 CA-20
Williams, CA 95987