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FILED

JAN - 5 2021

CLERK OF THE SUPERIOR COURT
BY: M. BORNE, DEPUTY CLERK

8 Attorneys for Plaintiff CLEAR CREEK
9 COMMUNITY SERVICES DISTRICT

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SHASTA

12 CLEAR CREEK COMMUNITY SERVICES
13 DISTRICT,

Case No. 196347

SUMMONS

14 Plaintiff,

*Assigned for all purposes to the Honorable
Stephen H. Baker, Dept. 3*

15 v.

16 ALL PERSONS INTERESTED IN THE
17 MATTER OF THE AMENDMENT TO THE
18 EXISTING CONTRACT BETWEEN THE
19 UNITED STATES AND CLEAR CREEK
COMMUNITY SERVICES DISTRICT
PROVIDING FOR PROJECT WATER
SERVICE AND FACILITIES REPAYMENT,

20 Defendants.

21
22 NOTICE! YOU ARE BEING SUED. THE COURT MAY DECIDE AGAINST YOU
23 WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN THE TIME LISTED
24 IN THIS SUMMONS. READ INFORMATION BELOW.

25 (AVISO! HAY UNA DEMANDA EN SU CONTRA. EL TRIBUNAL PUEDE TOMAR
26 UNA DECISION EN SU CONTRA SIN AUDIENCIA, A MENOS QUE RESPONDA DENTRO
27 DEL PERIODO QUE SE INDICA EN ESTA CITACION JUDICIAL DE COMPARECENCIA.
28 LEA LA INFORMACION QUE SIGUE.)

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1 ALL PERSONS INTERESTED IN THE MATTER OF (AVISO PARA TODAS
2 PERSONAS INTERESADOS EN EL ASUNTO DE); THE AMENDMENT TO THE EXISTING
3 CONTRACT BETWEEN THE UNITED STATES AND CLEAR CREEK COMMUNITY
4 SERVICES DISTRICT PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES
5 REPAYMENT:

6 You may contest the legality or validity of the matter by appearing and filing a written
7 answer to the complaint not later than February 22, 2021. Unless you respond timely, a default
8 will be entered upon application by the Plaintiff, and the Plaintiff may apply to the Court for the
9 relief demanded in the complaint. Persons who contest the legality or validity of the matter will
10 not be subject to punitive action, such as wage garnishment or seizure of their real or personal
11 property. **You may seek the advice of an attorney in any matter connected with the**
12 **complaint or this summons. Such attorney should be consulted promptly so that your**
13 **pleading may be filed or entered within the time required by this summons.**

14 DETAILED SUMMARY OF THE MATTER THAT PLAINTIFF SEEKS TO
15 VALIDATE:

16 The United States constructed and operates the California Central Valley Project (“CVP”
17 or “Project”) for diversion, storage, carriage, distribution, of water; flood control; irrigation,
18 municipal, domestic, and industrial uses; fish and wildlife mitigation, protection and restoration;
19 generation and distribution of electric energy; salinity control; navigation; and other beneficial
20 uses of waters of the Sacramento River, the American River, the Trinity River, and the San
21 Joaquin River and their tributaries.

22 In 1963, Clear Creek Community Services District (the “District”) entered into a contract
23 for water service with the United States, Contract No. 14-06-200-489-A-P, which provided for the
24 delivery to the District of water diverted through and stored within CVP facilities (“Project
25 Water”).

26 In 2005, the District and the United States entered into the Long-Term Renewal Contract
27 Number 14-06-200-489-A-LTR1 (“Existing Contract”), which establishes the terms and
28 conditions for the continued delivery of Project Water to the District. The District obtained a

1 judgment in validation following the execution of the Existing Contract.

2 On or about December 16, 2016, the 114th Congress of the United States of America
3 enacted the Water Infrastructure Improvement for the Nation Act (Pub. L. 114-322, 130 Stat.
4 1628) (“WIIN Act”). Section 4011(a)(1) of the WIIN Act provides that: “upon request of the
5 contractor, the Secretary of the Interior shall convert any water service contract in effect on the
6 date of enactment of this subtitle and between the United States and a [Contractor] to allow for
7 prepayment of the repayment contract pursuant to paragraph (2) under mutually agreeable terms
8 and conditions.”

9 In 2018, the District requested that the United States Secretary of the Interior convert,
10 pursuant to the WIIN Act, the District’s Existing Contract to a repayment contract under section
11 9(d) of the federal Act of August 4, 1939 (53 Stat. 1195).

12 On October 21, 2020, at a duly noticed and regular meeting of the District’s Board of
13 Directors (the “Board”), the Board adopted Ordinance No. 2020-13 (the “Ordinance”). The
14 Ordinance approves and authorizes the execution of the Amendment to the Existing Contract
15 Between the United States and Clear Creek Community Services District Providing for Project
16 Water Service and Facilities Repayment, Contract Number 14-06-200-489-A-P to reflect the
17 repayment provisions required by the WIIN Act (the “Amendment”). Prior to this meeting and in
18 accord with the provisions of the Ralph M. Brown Act, Government Code section 54950, *et seq.*,
19 the District timely posted and distributed a written agenda for this meeting describing the Board of
20 Directors’ intent to consider the adoption of the Ordinance, and providing interested parties with
21 the opportunity to review and comment upon the Ordinance and the Amendment.

22 On October 21, 2020, the District executed the Amendment. The United States executed
23 the Amendment on November 17, 2020.

24 The District now seeks to validate the execution of the Amendment and the proceedings of
25 the District to approve and authorize the execution of the Amendment pursuant to the Ordinance.

26 Copies of the Amendment and the Ordinance may be obtained upon request by telephoning
27 the District at (530) 357-2121. Copies of the Amendment and the Ordinance may also be viewed
28 on the District’s website at www.clearcreekcsd.org. The District will post the Summons at the

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1 place of the District's regular meetings, located at 5880 Oak Street, Anderson, California 96007,
2 in the same manner that the Districts posts and distributes agendas for meetings pursuant to
3 provisions of the Ralph M. Brown Act, Government Code section 54950, *et seq.*

4 The name and address of the court is: (El nombre y dirección de la corte es)
5 Shasta County Superior Court
6 1500 Court Street
7 Redding, CA 96001

8 The name, address and telephone number of Plaintiffs attorney is: (El nombre, la dirección
9 y el número de teléfono del abogado del demandante es)

10 Rebecca R.A. Smith
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14 (916) 444-1000

16 _____
17 Superior Court Clerk

18 Dated: JAN - 5 2021
19 (Fecha)
20 (Delegado)

Clerk, by M. BORNE, Deputy
(Actuario)

21 [SEAL]
22 [SELLO]

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