

Reclamation will insert

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

CONTRACT FOR TEMPORARY WATER SERVICE
BETWEEN THE UNITED STATES
AND

Insert Contractor's Organizational Name

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1 Contract No. _____
2 *Reclamation will insert*

3 UNITED STATES
4 DEPARTMENT OF THE INTERIOR
5 BUREAU OF RECLAMATION
6 Central Valley Project, California

7 CONTRACT FOR TEMPORARY WATER SERVICE
8 BETWEEN THE UNITED STATES
9 AND

10 _____
Insert Contractor's Organizational Name

11 THIS CONTRACT, made this ____ day of _____, 20____,
12 pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or
13 supplementary thereto including the Act of August 26, 1937 (50 Stat. 844), as amended; the Act
14 of August 4, 1939 (53 Stat. 1187); the Act of October 12, 1982, as amended; and the Act of
15 October 30, 1992 (106 Stat. 4600), all collectively hereinafter referred to as the Federal
16 Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred to as the
17 United States, represented by the officer executing this Contract, hereinafter referred to as the
18 Contracting Officer, and *insert Contractor's Organizational Name*
19 _____, hereinafter referred to as the Contractor;

20 WITNESSETH, That:

21 EXPLANATORY RECITALS

22 WHEREAS, the United States has constructed and is operating the Central Valley
23 Project, California hereinafter referred to as the Project, for the purposes, among others, of
24 furnishing water for irrigation, municipal, domestic, mitigation, protection, and restoration of
25 fish and wildlife, and other beneficial uses; and

26 WHEREAS, the United States has determined that during the term of this
27 Contract there may be periods of time during which a temporary supply of water not storable for
28 Project purposes or infrequent and otherwise unmanaged flood flows of short duration may exist
29 which can be made available to the Contractor; and

30 WHEREAS, the Contractor may need such temporary water and is willing to
31 Contract to obtain a supply of such water from the Friant-Kern Canal, Madera Canal, and/or
32 Millerton Lake, hereinafter referred to as Friant Division Project facilities; and

33 WHEREAS, such temporary water used for irrigation is exempt from the
34 ownership and full cost limitations of Federal Reclamation law pursuant to Section 215 of the
35 Reclamation Reform Act of October 12, 1982 (Public Law 97-293);

36 NOW, THEREFORE, in consideration of the covenants herein contained, the
37 parties agree as follows:

38 DEFINITIONS

39 1. When used herein, unless otherwise distinctly expressed or manifestly
40 incompatible with the intent hereof, the term:

41 (a) "Calendar Year" shall mean the period January 1 through December 31,
42 both dates inclusive.

43 (b) "Charges" shall mean the payments in addition to the Rates determined
44 annually by the Contracting Officer, required by the Federal Reclamation law, including Section
45 3407 of the CVPIA;

46 (c) "Contracting Officer" shall mean the Secretary of the Interior's duly
47 authorized representative acting pursuant to this Contract or applicable Reclamation law or
48 regulation;

49 (d) “Contractor’s Service Area” shall mean the area to which the Contractor is
50 permitted to provide Temporary Water as described in Exhibit “A” attached;

51 (e) “Irrigation Water” shall mean Temporary Water which is used primarily
52 in the production of agricultural crops or livestock, including domestic use incidental thereto,
53 and watering of livestock;

54 (f) “M&I Water” shall mean Temporary Water other than Irrigation Water.
55 M&I Water shall include water used for purposes such as the watering of landscaping or pasture
56 for animals (e.g., horses) which are kept for personal enjoyment or water delivered to
57 landholdings operated in units of less than five (5) acres unless the Contractor established to the
58 satisfaction of the Contracting Officer that the use of water delivered to any such landholding is
59 a use described in subdivision (c) of this Article;

60 (g) “Operating Non-Federal Entity” shall mean a Non-Federal entity, which
61 has the obligation to operate and maintain all or a portion of the Friant Division Project facilities
62 pursuant to an agreement with the United States and which may have funding obligations with
63 respect thereto;

64 (h) “Project” shall mean the Central Valley Project, owned by the United
65 States and managed by the Department of the Interior, Bureau of Reclamation;

66 (i) “Rates” shall mean the payments determined annually by the Contracting
67 Officer in accordance with the then current applicable water ratesetting policies for the Project;

68 (j) “Secretary” shall mean the Secretary of the Interior, a duly appointed
69 successor, or an authorized representative acting pursuant to any authority of the Secretary and
70 through any agency of the Department of the Interior.

71 (k) “Temporary Water” shall mean a supply of water made possible as a result

72 of an unusually large water supply not otherwise storable for Project purposes, or infrequent and
73 otherwise unmanaged flood flows of short duration.

74 (l) "Year" shall mean the period from and including March 1 through the last
75 day of February of the following Year.

76 TERM OF THE CONTRACT

77 2. This Contract shall become effective on the date first herein written and shall
78 remain in effect through February 28, 2005. It may not be extended and does not grant the
79 Contractor any priority rights to a Project water supply under a long-term water service Contract.

80 WATER TO BE MADE AVAILABLE TO CONTRACTOR

81 3. The Contracting Officer shall announce to the Contractor the quantity(ies) and
82 time period(s) during which Temporary Water can be made available to the Contractor. Subject
83 to the terms and conditions hereinafter stated, the United States shall make available to the
84 Contractor for use within the Contractor's Service Area, depicted in Exhibit "A", the quantity of
85 Temporary Water stated in a delivery schedule, or any revision or revisions thereof, submitted by
86 the Contractor to the Contracting Officer for approval and approved by said Contracting Officer
87 during the term of this Contract. Temporary Water deliveries shall be terminated when a
88 determination is made by the Contracting Officer that Temporary Water is no longer available.
89 The announcement of availability and subsequent nonavailability of Temporary Water may be
90 made on twenty-four (24) hours notice.

91 OPERATION AND MAINTENANCE BY NON-FEDERAL ENTITY

92 4. (a) The operation and maintenance of a portion of the Project facilities which
93 serve the Contractor, and responsibility for funding a portion of the costs of such Operation and
94 Maintenance, have been transferred to the Operating Non-Federal Entity by separate agreement

95 between the United States and the Operating Non-Federal Entity. That separate agreement shall
96 not interfere with or affect the rights or obligations of the Contractor or the United States
97 hereunder.

98 (b) The Contractor shall pay directly to the Operating Non-Federal Entity, or
99 to any successor approved by the Contracting Officer under the terms and conditions of the
100 separate agreement between the United States and the Operating Non-Federal Entity described in
101 subdivision (a) of this Article, all rates, charges, or assessments of any kind, including any
102 assessment for reserve funds, which the Operating Non-Federal Entity or such successor
103 determines, sets, or establishes for the operation and maintenance of the portion of the Project
104 facilities operated and maintained by the Operating Non-Federal Entity or such successor. Such
105 direct payments to the Operating Non-Federal Entity or such successor shall not relieve the
106 Contractor of its obligation to pay directly to the United States the Contractor's share of the
107 Project Rates and Charges.

108 (c) For so long as the operation and maintenance of any portion of the Project
109 facilities serving the Contractor is performed by the Operating Non-Federal Entity, or any
110 successor thereto, the Contracting Officer shall adjust those components of the Rates for water
111 delivered under this Contract representing the cost associated with the activity being performed
112 by the Operating Non-Federal Entity or its successor.

113 (d) In the event the operation and maintenance of the Project facilities
114 operated and maintained by the Operating Non-Federal Entity is re-assumed by the United States
115 during the term of this Contract, the Contracting Officer shall so notify the Contractor, in
116 writing, and present to the Contractor a revised Exhibit "B" which shall include the portion of
117 the rates to be paid by the Contractor for the water under this Contract representing the operation

118 and maintenance costs of the portion of such Project facilities which have been re-assumed. The
119 Contractor shall, thereafter, in the absence of written notification from the Contracting Officer to
120 the contrary, pay the Rates and Charges specified in the revised Exhibit "B" directly to the
121 United States in compliance with Article 5 of this Contract.

122 PAYMENT FOR WATER

123 5. (a) The Rates for Temporary Water made available pursuant to this Contract
124 are set forth in Exhibit "B".

125 (b) Upon execution of this Contract by the Contractor, a payment shall be
126 provided to the United States in the amount of Five hundred dollars (\$500.00), which shall constitute
127 an administrative charge hereunder.

128 (c) At the time the Contractor submits a delivery schedule, or any revision
129 thereof, pursuant to Article 3 above, payment for the Temporary Water scheduled shall be made
130 in full and no such water shall be furnished in advance of such payment.

131 (d) The Contractor shall pay all Charges owing for Temporary Water before
132 the end of the month following the month of delivery. The Charges for Temporary Water made
133 available pursuant to this Contract are set forth in Exhibit "B" for deliveries made through
134 September 30, 2004. These charges shall be adjusted beginning October 1, 2004, through the
135 remaining term of this Contract, and the Contractor shall pay the then appropriate charge. Such
136 amounts shall be based on the quantities of Irrigation Water and M&I Water shown in the United
137 States' water delivery report for the subject month. The water delivery report shall be regarded
138 by the Contractor as a bill for the payment of appropriate Charges. Any monthly adjustment for
139 overpayment or underpayment of Charges shall be accomplished through the adjustment of
140 Charges due to the United States in the next month.

141 (e) Temporary Water scheduled and made available to the Contractor by the
142 United States but subsequently not used by the Contractor shall be considered as having been
143 accepted by the Contractor and no refund shall be made by the United States to the Contractor
144 for unused Temporary Water.

145 (f) All payments from the Contractor to the United States shall be by the
146 medium requested by the United States on or before the payment is due. The required method of
147 payment may include checks, wire transfers, or other types of payment specified by the United
148 States.

149
150 (g) Upon execution of the Contract, the Contractor shall furnish the Contracting
151 Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring
152 the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the
153 Contractor's relationship with the United States.

154 POINTS OF DELIVERY--MEASUREMENT OF WATER--RETURN FLOW

155 6. (a) The Temporary Water to be furnished to the Contractor pursuant to this
156 Contract shall be made available to the Contractor at a point or points of delivery either on Friant
157 Division Project facilities or another location or locations mutually agreed to in writing by the
158 Contracting Officer and the Contractor.

159 (b) All Temporary Water delivered to the Contractor pursuant to this Contract
160 shall be measured and recorded with equipment furnished, installed, operated, and maintained by
161 the United States or the responsible Operating Non-Federal Entity at the point or points of
162 delivery established pursuant to subdivision (a) of this Article. Upon the request of either party
163 to this Contract, the Contracting Officer shall investigate the accuracy of such measurements and
164 shall take any necessary steps to adjust any errors appearing therein. The Contractor shall advise
165 the Contracting Officer on or before the tenth (10th) calendar day of each month of the quantity
166 of M&I Water taken during the preceding month.

167 (c) The United States reserves the right to all seepage and return flow water
168 derived from water delivered to the Contractor hereunder which escapes or is discharged beyond
169 the Contractor's boundaries: Provided, That this shall not be construed as claiming for the
170 United States any right to seepage or return flow being put to reasonable and beneficial use
171 pursuant to this Contract within the Contractor's boundaries by the Contractor or those claiming
172 by, through, or under the Contractor.

173 RECEIPT AND DISTRIBUTION OF WATER--SALE OF WATER

174 7. (a) The Contractor shall perform any and all acts necessary to maintain
175 control over all Temporary Water made available to the Contractor pursuant to this Contract, and
176 shall assume full responsibility for the care and distribution of such water.

177 (b) No sale, transfer, or exchange of Temporary Water made available under
178 this Contract may take place.

179 WATER APPLICATION CRITERIA

180 8. (a) The Contractor will comply with the environmental commitments
181 established between the Contracting Officer and the United States Fish and Wildlife Service
182 resulting from Year 2002, Endangered Species Act consultation as outlined within this article:
183 i. The Contractor's water application pursuant to this Contract will not affect the presence of
184 threatened or endangered species. ii. Grasslands and shrub land that have never been tilled or
185 irrigated will not be tilled and put into production using this Temporary Water. iii. Land that has
186 been fallowed, idled, and not cultivated on a temporary basis (less than three (3) consecutive years)
187 and rotated back into production is not considered conversion of a native habitat. To ensure that
188 native habitat will not be converted to irrigated agricultural usage with this Temporary Water nor
189 land use changes occur, if crop-lands irrigated with Temporary Water pursuant to this Contract
190

191 has remained fallow for three (3) previous consecutive years, said crop-lands must be surveyed prior
192 to the application of such Temporary Water via a process deemed appropriate by the Contracting
193 Officer for the possible presence of threatened or endangered species in which case, such lands
194 may not be irrigated with this Temporary Water.

195 (b) The Contractor will comply with all federal, state, local, and tribal law,
196 and requirements imposed for protection of the environment and Indian Trust Assets and the
197 following provisions: i. Temporary Water will be applied for use within the Contractor's
198 Service Area as depicted on Exhibit "A" of this Contract; and ii. Temporary Water will be
199 conveyed through existing facilities with no new construction or modifications to such facilities.

200 (c) On or before the fifth day of each month following a month in which
201 Temporary Water was received pursuant to this Contract, the Contractor will provide to the
202 Contracting Officer, a report of diversion and use of Temporary Water. The report will provide
203 at a minimum the following information: i. Date and quantity of Temporary Water diverted and
204 delivered on a monthly basis, ii. Date and quantity of Temporary Water applied to use on a
205 monthly basis, iii. What the Temporary Water was used for (ie: Ag / M&I), and iv. Location of
206 lands where the Temporary Water was applied to use.

207 ADJUSTMENTS

208 9. When Temporary Water is declared to be no longer available, any payment by the
209 Contractor in excess of the amount necessary to pay for the Temporary Water actually furnished
210 will be refunded by the United States to the Contractor within sixty (60) days after the expiration
211 of this Contract. Such adjustment shall constitute the sole remedy of the Contractor.

212 UNITED STATES NOT LIABLE

213 10. The Contractor hereby releases and agrees to defend and indemnify the United

214 States, its officers, agents, or employees and the Operating Non-Federal Entity from every claim
215 for damage to persons or property, direct or indirect, resulting from the Contractor's
216 performance of this Contract. The Contractor further releases the United States, its officers,
217 agents, or employees and the Operating Non-Federal Entity from every claim for damage to
218 persons or property, direct or indirect, resulting from the Contracting Officer's determinations of
219 the quantity of Temporary Water available in the Friant Division Project facilities. Nothing
220 contained in this Article shall be construed as an assumption of liability to the Contractor with
221 respect to such matters.

222 OPINIONS AND DETERMINATIONS

223 11. (a) Where the terms of this Contract provide for actions to be based upon the
224 opinion or determination of either party to this Contract, said terms shall not be construed as
225 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or
226 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly
227 reserve the right to relief from and appropriate adjustment for any such arbitrary, capricious, or
228 unreasonable opinion or determination. Each opinion or determination by either party shall be
229 provided in a timely manner. Nothing in Article 10 of this Contract is intended to or shall affect
230 or alter the standard of judicial review applicable under Federal law to any opinion or
231 determination implementing a specific provision of Federal law embodied in statute or
232 regulation.

233 (b) The Contracting Officer shall have the right to make determinations
234 necessary to administer this Contract that are consistent with the expressed and implied
235 provisions of this Contract, the laws of the United States and the State of California, and the
236 rules and regulations promulgated by the Secretary. Such determinations shall be made in

237 consultation with the Contractor to the extent reasonably practicable.

238 PROTECTION OF WATER AND AIR QUALITY

239 12. (a) Project facilities used to make available and deliver water to the
240 Contractor shall be operated and maintained in the most practical manner to maintain the quality
241 of the water at the highest level possible as determined by the Contracting Officer: Provided,
242 That the United States does not warrant the quality of the water delivered to the Contractor and
243 is under no obligation to furnish or construct water treatment facilities to maintain or improve
244 the quality of water delivered to the Contractor.

245 (b) The Contractor shall comply with all applicable water and air pollution
246 laws and regulations of the United States and the State of California and shall obtain all required
247 permits or licenses from the appropriate Federal, State of California, or local authorities
248 necessary for the delivery of water by the Contractor; and shall be responsible for compliance
249 with all Federal, State of California, and local water quality standards applicable to surface and
250 subsurface drainage and/or discharges generated through the use of Federal or Contractor
251 facilities or project water provided by the Contractor within the Contractor's Project Water
252 Service Area.

253 (c) This Article shall not affect or alter any legal obligations of the Secretary
254 to provide drainage or other discharge services.

255 COMPLIANCE WITH RECLAMATION LAWS

256 13. This Contract shall be implemented in accordance with all applicable provisions
257 of Federal Reclamation law, as amended and supplemented.

258 CHARGES FOR DELINQUENT PAYMENTS

259 14. (a) The Contractor shall be subject to interest, administrative, and penalty
260 charges on delinquent payments. If a payment is not received by the due date, the Contractor
261 shall pay an interest charge on the delinquent payment for each day the payment is delinquent
262 beyond the due date. If a payment becomes sixty (60) days delinquent, in addition to the interest
263 charge, the Contractor shall pay an administrative charge to cover additional costs of billing and
264 processing the delinquent payment. If a payment is delinquent ninety (90) days or more, in addition
265 to the interest and administrative charges, the Contractor shall pay a penalty charge for each day the
266 payment is delinquent beyond the due date, based on the remaining balance of the payment due
267 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt
268 collection services associated with a delinquent payment.

269 (b) The interest charge rate shall be the greater of either the rate prescribed
270 quarterly in the Federal Register by the Department of the Treasury for application to overdue
271 payments or the interest rate of 0.5 percent per month. The interest charge rate will be
272 determined as of the due date and remain fixed for the duration of the delinquent period.

273 (c) When a partial payment on a delinquent account is received, the amount
274 received shall be applied first to the penalty charges, second to the administrative charges, third
275 to the accrued interest, and finally to the overdue payment.

276 EQUAL EMPLOYMENT OPPORTUNITY

277 15. During the performance of this Contract, the Contractor agrees as follows:

278 (a) The Contractor will not discriminate against any employee or applicant for
279 employment because of race, color, religion, sex, disability, or national origin. The Contractor
280 will take affirmative action to ensure that applicants are employed, and that employees are
281 treated during employment, without regard to their race, color, religion, sex, disability, or
282 national origin. Such action shall include, but not be limited to the following: employment,
283 upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination;
284 rates of pay or other forms of compensation; and selection for training, including apprenticeship.
285 The Contractor agrees to post in conspicuous places, available to employees and applicants for
286 employment, notices to be provided by the Contracting Officer setting forth the provisions of
287 this nondiscrimination clause.

288 (b) The Contractor will, in all solicitations or advertisements for employees
289 placed by or on behalf of the Contractor, state that all qualified applicants will receive
290 consideration for employment without regard to race, color, religion, sex, disability, or national
291 origin.

292 (c) The Contractor will send to each labor union or representative of workers
293 with which it has a collective bargaining agreement or other contract or understanding, a notice,
294 to be provided by the Contracting Officer, advising the labor union or workers' representative
295 of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24,
296 1965, and shall post copies of the notice in conspicuous places available to employees and
297 applicants for employment.

298 (d) The Contractor will comply with all provisions of Executive Order No.
299 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary
300 of Labor.

301 (e) The Contractor will furnish all information and reports required by
302 Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the
303 Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and
304 accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to
305 ascertain compliance with such rules, regulations, and orders.

306 (f) In the event of the Contractor's noncompliance with the nondiscrimination
307 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be
308 canceled, terminated or suspended in whole or in part and the Contractor may be declared
309 ineligible for further Government contracts in accordance with procedures authorized in

310 Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and
311 remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule,
312 regulation, or order of the Secretary of Labor, or as otherwise provided by law.

313 (g) The Contractor will include the provisions of paragraphs (a) through (g) in
314 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
315 Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24,
316 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor
317 will take such action with respect to any subcontract or purchase order as may be directed by the
318 Secretary of Labor as a means of enforcing such provisions, including sanctions for
319 noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is
320 threatened with, litigation with a subcontractor or vendor as a result of such direction, the

321 Contractor may request the United States to enter into such litigation to protect the interests of
322 the United States.

323 GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

324 16. (a) The obligation of the Contractor to pay the United States as
325 provided in this Contract is a general obligation of the Contractor notwithstanding the manner in
326 which the obligation may be distributed among the Contractor's water users and notwithstanding
327 the default of individual water users in their obligation to the Contractor.

328 (b) The payment of charges becoming due pursuant to this Contract is
329 a condition precedent to receiving benefits under this Contract. The United States shall not make
330 water available to the Contractor through Friant Division Project facilities during any period in
331 which the Contractor is in arrears in the advance payment of (water rates) (any operation and
332 maintenance charges) due the United States (or in arrears for more than 12 months in the
333 payment of any construction charges due the United States). The Contractor shall not deliver
334 water under the terms and conditions of this Contract for lands or parties that are in arrears in the
335 advance payment of (water rates) (operation and maintenance charges or in arrears more than 12
336 months in the payment of construction charges) as levied or established by the Contractor.

337 BOOKS, RECORDS, AND REPORTS

338 17. The Contractor shall establish and maintain accounts and other books and records
339 pertaining to administration of the terms and conditions of this Contract, including the
340 Contractor's financial transactions; water supply data; project operation, maintenance, and
341 replacement logs; project land and rights-of-way use agreements; the water users' land-use
342 (crop census), land-ownership, land-leasing, and water-use data; and other matters that the
343 Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such
344 form and on such date or dates as the Contracting Officer may require. Subject to applicable
345 Federal laws and regulations, each party to this Contract shall have the right during office hours
346 to examine and make copies of the other party's books and records relating to matters covered by
347 this Contract.

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CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

18. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

19. The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

OFFICIALS NOT TO BENEFIT

20. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

21. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is a non-government entity], and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. 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.

(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article and that the United States reserves the right to seek judicial enforcement thereof.

385 (d) Complaints of discrimination against the Contractor shall be investigated
386 by the Contracting Officer's Office of Civil Rights.

387 CHANGES IN CONTRACTOR'S ORGANIZATION

388 22. While this Contract is in effect, no change may be made in the Contractor's
389 organization, by inclusion or exclusion of lands or by any other changes which may affect the
390 respective rights, obligations, privileges, and duties of either the United States or the Contractor
391 under this Contract including, but not limited to, dissolution, consolidation, or merger, except
392 upon the Contracting Officer's written consent.

393 NOTICES

394 23. Any notice, demand, or request authorized or required by this Contract shall be
395 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
396 delivered to the Area Manager, South-Central California Area Office, 1243 "N" Street, Fresno,
397 California 97321-1813, and on behalf of the United States, when mailed, postage prepaid, or
398 delivered to the Contractor, *Insert Contractor's Organizational Name & Mailing Address*
399

400 _____

401 _____

402 _____.

403 The designation of the addressee or the address may be changed by notice given in the same
404 manner as provided in this Article for other notices.

405 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
406 the day and year first above written.

407

408 UNITED STATES OF AMERICA

409 By: _____
410 Area Manager, South-Central California
411 Area Office, Bureau of Reclamation

412 DISTRICT

413 (SEAL)

414 By: _____
415 President of the Board of Directors

416 Attest:

417 By: _____
418 Secretary of the Board of Directors

EXHIBIT A
MAP of
CONTRACTOR'S SERVICE AREA
For Temporary Water Service

*[Note: If the Contractor has lands located outside of the Friant permitted place of use, two separate boundaries must be clearly described on this exhibit to make a distinction between the **“Contractor’s Service Area”** under this Contract and the **Contractor’s legal boundary.**]*

EXHIBIT B
2004 WATER RATES
Per Acre-Foot For Temporary
Water Service Contracts

Cost Component	Irrigation Water	M&I Water
Water Marketing	\$7.59	\$5.01
Conveyance	*	*
O&M	*	*
Capital	\$5.80	\$17.05
Total Cost of Service Rates	\$13.39	\$22.06
Surcharges Under P.L. 102-575 To Restoration Fund **		
Friant Surcharge [3406(c)(1)]	\$7.00	\$7.00
Restoration Payments [2407(d)(2)(A)]	\$7.82	\$15.64

* Conveyance operations and maintenance costs were removed for ratesetting purposes and are billed directly by the Operating non-Federal Entity/Entities.

** The Surcharges are payments for delivered water and were determined pursuant to Title XXXIV of Public Law 102-575 (CVPIA). The Surcharge rates are adjusted on a fiscal basis (1/01 – 9/30).