R. O. Draft 10/13-2005
"Ditch Rights"
Contract No.
06-WC-20-3315

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

# CONTRACT FOR CONVEYANCE OF NON-PROJECT WATER BETWEEN THE UNITED STATES AND EL DORADO IRRIGATION DISTRICT

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

# CONTRACT FOR CONVEYANCE OF NON-PROJECT WATER BETWEEN THE UNITED STATES AND EL DORADO IRRIGATION DISTRICT

THIS CONTRACT, made this _____ day of _____, 20____, pursuant to the Act of June 17, 1902 (32 Stat. 388), as amended and supplemented, the Act of February 21, 1911 (36 Stat. 925), Section 305 of the Act of March 5, 1992 (106 Stat. 59), and Section 3408 of Title XXXIV of the Act of October 30, 1992, the Central Valley Project Improvement Act (106 Stat. 4728), all collectively hereinafter referred to as the Federal Reclamation laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, acting through the Bureau of Reclamation, hereinafter referred to as the Contracting Officer, and EL DORADO IRRIGATION DISTRICT, hereinafter referred to as the Contractor;

18 WITNESSETH, That:

19 EXPLANATORY RECITALS

20 WHEREAS, the United States has constructed and is operating the Central Valley
21 Project (CVP), California, for diversion, storage, carriage, distribution and beneficial use, flood
22 control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and
23 restoration, generation and distribution of electric energy, salinity control, navigation and other
24 beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and
25 the San Joaquin River and their tributaries; and

26 WHEREAS, the Contractor has or will acquire a supply of Non-Project Water and
27 has requested that the United States convey said water through Excess Capacity in Project
28 Facilities of the CVP for municipal and industrial (M&I) purposes; and

29 WHEREAS, the Contractor and the United States entered into Contract
30 No. 05-WC-20-2922 dated March 1, 2005, which provides for conveyance and/or storage of
31 Non-Project Water in facilities of the CVP through March 1, 2006; and

32 WHEREAS, the United States is willing to convey said water to the Contractor
33 through Excess Capacity in Project Facilities in accordance with the terms and conditions of this
34 Contract;

35 WHEREAS, the Contractor and Contracting Officer recognize that this Contract
36 does not grant any permission or entitlement to the Contractor to extract or divert from its
37 sources the Non-Project Water supply conveyed pursuant to this Contract;

38 NOW, THEREFORE, in consideration of the covenants herein contained, the
39 parties agree as follows:

40 DEFINITIONS

41 1. When used herein, the term:

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

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

47 (c) "Contractor's Point of Delivery" shall mean the El Dorado Hills Pump
48 Station on the south shore of Folsom Reservoir;

49 (d) "Excess Capacity" shall mean the capacity of the Project Facilities not
50 needed to store and/or convey Project Water as determined by the Contracting Officer;

51 (e) "M&I Water" shall mean all uses of Non-Project Water for other than the
52 commercial production of agricultural crops or livestock, including domestic use incidental
53 thereto;

54 (f) "Non-Project Water" shall mean water acquired by or available to the
55 Contractor from the source(s) identified in Exhibit B, attached hereto and incorporated herein by
56 reference;

57 (g) "Project" shall mean the Central Valley Project owned by the United
58 States and operated by the Department of Interior, Bureau of Reclamation;

59 (h) "Project Facilities" shall mean the Folsom Reservoir;

60 (i) "Project Water" shall mean all water that is developed, diverted, stored, or
61 delivered by the United States in accordance with the statutes authorizing the Project and in

accordance with the terms and conditions of applicable water rights permits and licenses acquired by and/or issued to the United States pursuant to California law;

(j) "Rates" shall mean the payments determined annually by the Contracting Officer in accordance with the then-current applicable water ratesetting policies for the Project;

(k) "Secretary" shall mean the Secretary of the Interior, a duly appointed successor, or an authorized representative;

(l) "Water Service Contract" shall mean Contract No. 14-06-200-1357A between the United States and the Contractor, or in any amendment, extension, or renewal thereof, for a supply of Project Water;

(m) "Year" shall mean the period March 1 of each Calendar Year through the last day of February of the following Calendar Year, both dates inclusive.

TERM OF CONTRACT

2. (a) This Contract shall become effective on _____, 20_____, and shall remain in effect through _____, 20_____, unless terminated by the operation of law or by mutual agreement of the parties hereto. Provided, that upon thirty (30) days advance written notice to the Contractor, this Contract may also be terminated by the Contracting Officer at an earlier date, if the Contracting Officer determines that the Contractor has not been complying with one or more of the terms and conditions of this Contract; Provided further, that the Contracting Officer may make a determination not to terminate this Contract if the Contractor can show full compliance or a time schedule for compliance that is satisfactory to the Contracting Officer within the thirty (30)-day notice period.

(b) The Contractor shall promptly notify the Contracting Officer if and when the Contractor ceases to have any right to the use of the Non-Project Water being conveyed pursuant to this Contract.

CONVEYANCE, POINTS OF DELIVERY, AND MEASUREMENT OF NON-PROJECT WATER

3. (a) The Contractor may cause up to 4,560 acre-feet of Non-Project Water each Year to be introduced into Folsom Reservoir from the source(s) listed in Exhibit B, of which 15 percent (15%) is considered conveyance loss. The United States shall convey said water to the Contractor's Point of Delivery through Excess Capacity in Project Facilities in accordance with a schedule, or any revision or revisions thereof, submitted by the Contractor and approved by the Contracting Officer during the term hereof. If at any time the Contracting Officer determines that there will not be Excess Capacity in Project Facilities sufficient to receive, transport, and convey the Non-Project Water in accordance with the approved schedule, the Contracting Officer shall so notify the Contractor in writing. Within 24 hours of said notice, the Contractor shall revise its schedule accordingly.

(b) The amount of Non-Project Water conveyed to the Contractor through Project Facilities in any thirty (30)-day period shall not exceed the quantity of Non-Project Water previously introduced into Folsom Reservoir by the Contractor less 15 percent (15%) for conveyance loss. The Contractor will be responsible to make releases within its state water right permits as defined by the California State Water Resources Control Board to divert the natural flow of tributaries of the American River and/or from Contractor's upstream reservoirs the

quantity of water that equals the quantity that the Contractor has scheduled to introduce into Folsom Reservoir during each of those months, plus 15 percent (15%) for conveyance losses.

(c) Exhibit B may be modified or replaced to reflect any changes made to the Contractor's water rights permits, without amending this Contract.

(d) The Non-Project Water shall be used for M&I purposes only.

(e) Non-Project Water that is introduced into Folsom Reservoir by the Contractor, and remains there for less than thirty (30) days shall not be deemed unused water available to the United States for Project purposes. Conversely, Non-Project Water that is introduced into Folsom Reservoir by the Contractor and remains there for thirty (30) days or more shall be deemed to be unused water available to the United States for Project purposes. Non-Project Water delivered to Project Facilities shall be accounted for on a "first-in, first-out" basis. Similarly, Non-Project Water that is introduced into Folsom Reservoir but not conveyed prior to the expiration of this Contract shall also be deemed unused water available to the United States for Project purposes.

(f) The Contractor shall be responsible for the acquisition and payment of all electrical power and associated transmission service charges required to pump the Non-Project Water through Project Facilities. Conveyance of Non-Project Water pursuant to this Contract will not be supported with Project-use power.

(g) Non-Project Water conveyed by the United States to the Contractor pursuant to this Contract will be conveyed to the Contractor's Point of Delivery established pursuant to subdivision (c) of Article 1.

(h) The Contractor shall utilize the Non-Project Water conveyed pursuant to this Contract in accordance with all applicable requirements of any Biological Opinion that addresses the subsequent long-term renewal of the Contractor's Water Service Contract or any amendment, extension, or renewal thereof.

(i) All Non-Project Water conveyed to the Contractor pursuant to this Contract shall be measured and recorded with equipment furnished, installed, operated, and maintained by the Contractor. Upon the request of either party to this Contract, the Contractor shall investigate the accuracy of such measurements and shall take all necessary steps to adjust any errors appearing therein.

SCHEDULING AND REPORTING OBLIGATIONS OF THE CONTRACTOR

4. (a) On or before each March 1, or at such other times as the Contracting Officer determines to be necessary, the Contractor shall submit to the Contracting Officer a written schedule, satisfactory to the Contracting Officer, showing the dates and estimated monthly quantities of Non-Project Water to be introduced into Folsom Reservoir and conveyed by the United States to the Contractor pursuant to this Contract for the upcoming Year. During each month, the Contractor will revise said schedule if necessary to reflect the actual amount of Non-Project Water introduced into Folsom Reservoir and conveyed by the United States to the Contractor pursuant to this Contract.

(b) For each month, before the 10th day of the succeeding month, the Contractor shall furnish a monthly report of daily operations that is satisfactory to the Contracting Officer which tabulates the Contractor's rights to the natural flow in the South Fork of the American River and its tributaries, the quantity of releases from the Contractor's upstream

147 storage, and the quantity of Non-Project Water scheduled by the Contractor pursuant to this
148 Contract.

149 (c) The Contractor shall advise the Contracting Officer on or before the 10th
150 calendar day of each month of the actual daily quantities of Non-Project Water taken the previous
151 month by the Contractor at the Contractor's Point of Delivery pursuant to this Contract. At the
152 same time, the Contractor shall provide the Contracting Officer with operational reports
153 demonstrating that the Contractor has operated its upstream reservoirs and other facilities in such
154 a manner as to make sufficient water available in Folsom Reservoir for subsequent delivery of
155 Non-Project Water to the Contractor pursuant to Contractor's direct diversion and rediversion
156 rights under its state water rights permits.

157 PAYMENT FOR CONVEYANCE

158 5. (a) The Rates to be paid to the United States for Non-Project Water conveyed
159 pursuant to this Contract are set forth in Exhibit A and are subject to annual adjustment pursuant
160 to the then-current M&I Ratesetting Policy for the CVP to cover all costs incurred from the
161 conveyance of Non-Project Water.

162 (b) By December 31 of each Calendar Year, the Contracting Officer shall
163 provide the Contractor with the final Rates to be in effect for the upcoming Year, and such
164 notification shall revise Exhibit "A."

165 (c) The Contractor shall pay for Non-Project Water conveyed pursuant to this
166 Contract at the cost-of-service rate as calculated in accordance with the M&I Ratesetting Policy
167 for the CVP.

168 (d) At the time the Contractor submits an initial schedule for the conveyance
169 of Non-Project Water pursuant to subdivision (a) of Article 4 of this Contract, the Contractor
170 shall pay the Contracting Officer one-half of the total amount payable for the Non-Project Water
171 scheduled to be conveyed for the Year. The Contractor shall pay the remainder of the amount
172 payable for Non-Project Water scheduled to be conveyed for the Year on or before September 1
173 of the respective Year. Non-Project Water will not be conveyed in advance of payment.
174 (e) All revenues received from the use of Project facilities, pursuant to
175 subdivision (a) of this Article for conveyance of Non-Project M&I water, shall be deposited into
176 the Reclamation fund for use under the terms of the Reclamation Act as provided in Section 3 of
177 the Act of February 21, 1911 (36 Stat.925); Provided, that if the Act of February 21, 1911, is
178 amended, superseded, or replaced, any new provisions addressing the distribution of revenues
179 will apply to this Contract at the earliest possible date under the law.
180 (f) No refund shall be made by the United States to the Contractor of the
181 payments made for conveyance of Non-Project Water described in subdivision (e) of Article 3.
182 (g) If at any time the Contractor diverts more Non-Project Water from Project
183 Facilities than the quantity that was scheduled pursuant to subdivision (a) of Article 4 of this
184 Contract, that additional amount of Non-Project Water shall be deemed Project Water for M&I
185 purposes, and payment shall be made at the applicable rate identified in the Contractor's Water
186 Service Contract. Further, this Project Water will be deducted from the quantity of Project Water
187 to which the Contractor is entitled under the Contractor's Water Service Contract.
188 (h) If the conditions identified in subdivision (g) of this Article arise, and it is
189 determined by the Contracting Officer that the Contractor has utilized all of its Project Water

available under the Contractor's Water Service Contract, the Contractor will release additional Non-Project Water to be introduced into Folsom Reservoir equal to the quantity of water actually used, plus 15 percent (15%) for transportation or conveyance losses, and shall pay for this additional Non-Project Water at the Rates identified in Exhibit A.

UNITED STATES NOT RESPONSIBLE FOR CONVEYANCE OF NON-PROJECT WATER

6. The United States shall not be responsible for the control, care, or distribution of the Non-Project Water before it is introduced into Folsom Reservoir or after it is conveyed to the Contractor's Point of Delivery.

ADJUSTMENTS

7. The amount of any overpayment by the Contractor by reason of the quantity of Non-Project Water conveyed for the Contractor pursuant to this Contract, as conclusively determined by the Contracting Officer, having been less than the quantity which the Contractor otherwise under the provisions of this Contract would have been required to pay shall be applied first to any accrued indebtedness arising out of this Contract then due and owing to the United States by the Contractor. Any amount of such overpayment then remaining shall be refunded to the Contractor.

UNITED STATES NOT LIABLE

8. The Contractor hereby releases and agrees to defend and indemnify the United States and its officers, agents, and employees from every claim for damage to persons or property, direct or indirect, resulting from the Contractor's performance of this Contract, including the introduction of Non-Project Water into Folsom Reservoir and the diversion and/or

212 extraction of Non-Project Water from Project Facilities. The Contractor further releases the
213 United States and its officers, agents, and employees from every claim for damage to persons or
214 property, direct or indirect, resulting from the Contracting Officer's determinations of the amount
215 of Excess Capacity available in Project Facilities for the conveyance of Non-Project Water to the
216 Contractor, and the elimination of the source of the Non-Project Water. Nothing contained in
217 this Article shall be construed as an assumption of liability by the Contractor with respect to such
218 matters.

219 OPINIONS AND DETERMINATIONS

220 9. (a) Where the terms of this Contract provide for actions to be based upon the
221 opinion or determination of either party to this Contract, said terms shall not be construed as
222 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or
223 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly
224 reserve the right to relief from and appropriate adjustment for any such arbitrary, capricious, or
225 unreasonable opinion or determination. Each opinion or determination by either party shall be
226 provided in a timely manner.

227 (b) The Contracting Officer shall have the right to make determinations
228 necessary to administer this Contract that are consistent with the expressed and implied
229 provisions of this Contract, the laws of the United States and the State of California, and the rules
230 and regulations promulgated by the Secretary of the Interior. Such determinations shall be made
231 in consultation with the Contractor to the extent reasonably practicable.

232 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

233 10. In addition to all other payments to be made by the Contractor pursuant to this
234 Contract, the Contractor shall pay to the United States, within sixty (60) days after receipt of a
235 bill and detailed statement submitted by the Contracting Officer to the Contractor, for such
236 specific items of direct cost incurred by the United States for work requested by the Contractor
237 associated with this Contract plus indirect costs in accordance with applicable Bureau of
238 Reclamation policy and procedures. All such amounts referred to in this Article shall not exceed
239 the amount agreed to in writing in advance by the Contractor. This Article shall not apply to
240 costs for routine contract administration.

241 WATER CONSERVATION

242 11. Prior to the delivery of water provided from or conveyed through federally
243 constructed or federally financed facilities pursuant to this Contract, the Contractor shall develop
244 a water conservation plan, as required by Section 210(b) of the Reclamation Reform Act of 1982
245 (RRA) and Part 427.1 of the Water Conservation Rules and Regulations effective January 1,
246 1998.

247 MEDUIM FOR TRANSMITTING PAYMENTS

248 12. (a) All payments from the Contractor to the United States under this Contract
249 shall be by the medium requested by the United States on or before the date payment is due. The
250 required method of payment may include checks, wire transfers, or other types of payment
251 specified by the United States.

252 (b) Upon execution of the Contract, the Contractor shall furnish the
253 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose
254 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising
255 out of the Contractor's relationship with the United States.

256 CHARGES FOR DELINQUENT PAYMENTS

257 13. (a) The Contractor shall be subject to interest, administrative and penalty
258 charges on delinquent payments. If a payment is not received by the due date, the Contractor
259 shall pay an interest charge on the delinquent payment for each day the payment is delinquent

beyond the due date. If a payment becomes 60 days delinquent, in addition to the interest charge, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to the interest and administrative charges, the Contractor shall pay a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

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

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

PROTECTION OF WATER AND AIR QUALITY

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

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

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

(d) If it is determined by the Contracting Officer that the quality of the source of the Non-Project Water identified in Exhibit B, conveyed pursuant to this Contract will significantly degrade the quality of Project Water in Folsom Reservoir, the Contractor, upon receipt of written notice from the Contracting Officer, shall arrange for the immediate termination of the introduction of such source of Non-Project Water into Project Facilities.

## GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

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

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the Contractor through Central Valley Project facilities during any period in which the Contractor is in arrears in the advance payment of water rates due the United States. The Contractor shall not deliver water under the terms of this Contract for lands or parties which are in arrears in the advance payment of water rates levied or established by the Contractor.

## RULES, REGULATIONS, AND DETERMINATIONS

16. (a) The parties agree that the delivery of water or the use of Federal facilities pursuant to this Contract is subject to Federal reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

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

## EQUAL EMPLOYMENT OPPORTUNITY

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, 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, disability, 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 pay 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.

(2) 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 regard to race, color, religion, sex, disability, or national origin.

(3) 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 Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, 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.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the such 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 Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by 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 interests of the United States.

363 BOOKS, RECORDS AND REPORTS

364 18. (a) The Contractor shall establish and maintain accounts and other books and
365 records pertaining to administration of the terms and conditions of this Contract, including the
366 Contractor's financial transactions; water supply data; project operation, maintenance, and
367 replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop
368 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting
369 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on
370 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and
371 regulations, each party to this Contract shall have the right during office hours to examine and
372 make copies of the other party's books and records relating to matters covered by this Contract.

373 (b) Notwithstanding the provisions of subdivision (a) of this Article, no
374 books, records, or other information shall be requested from the Contractor by the Contracting
375 Officer unless such books, records, or information are reasonably related to the administration or
376 performance of this Contract. Any such request shall allow the Contractor a reasonable period of
377 time within which to provide the requested books, records, or information.

378 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

384 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

385 20. The provisions of this Contract shall apply to and bind the successors and assigns
386 of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein
387 shall be valid until approved in writing by the Contracting Officer.

388 OFFICIALS NOT TO BENEFIT

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

392 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

393 22. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
394 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the
395 Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*) Title III of the Americans with

Disabilities Act of 1990, 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.

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

## CONTRACT DRAFTING CONSIDERATIONS

23. Articles 1 through 24 of this Contract have been drafted, negotiated, and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains, and no one party shall be considered to have drafted the stated articles.

## NOTICES

24. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the United States Department of Interior, Bureau of Reclamation, Area Manager, 7794 Folsom Dam Road, Folsom, California 95630-1799, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Directors of the El Dorado Irrigation District, 2890 Mosquito Road, Placerville, California 95667. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

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

THE UNITED STATES OF AMERICA

By: _____
Regional Director, Mid-Pacific Region
Bureau of Reclamation

(SEAL)

EL DORADO IRRIGATION DISTRICT

By: _____
General Manager

Attest:

By: _____
Clerk, El Dorado Irrigation District

(H:pub440\Warren Act Contracts - Drafts, Finals, etc.\Revised EID LTWA.Ditch Rights.06-WC-20-3315.10.13.05_dtw.doc)

EXHIBIT A

2005 WATER RATES

CVP Warren Act Contracts,
Municipal and Industrial Water,
Per Acre-Foot

| Cost Component | Cost of Service |
|---|---|
| Water Marketing | $ 3.89 |
| Storage | |
| O&M | $ 6.67 |
| Capital | $ 5.15 |
| Total Cost of Service | $15.71 |

EXHIBIT B

SOURCE(S) OF NON-PROJECT WATER

The sources of non-Project Water shall be water acquired by the Contractor, or available to the Contractor under its pre-1914 water rights for Slab Creek (Summerfield Ditch), Hangtown Creek (Gold Hill Ditch), and Weber Creek (Farmer's Free Ditch), and from additional water rights in Weber Reservoir.