

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Central Valley Project, California  
INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES AND  
COUNTY OF COLUSA  
PROVIDING FOR PROJECT WATER SERVICE

Table of Contents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
	Preamble .....	1
	Explanatory Recitals .....	2
1	Definitions .....	5
2	Term of Contract - Right to Use of Water .....	7
3	Water to Be Made Available and Delivered to the Contractor .....	12
4	Time for Delivery of Water .....	13
5	Point of Diversion and Responsibility for Distribution of Water .....	14
6	Measurement of Water Within the District .....	16
7	Rates and Method of Payment for Water .....	17
8	Non-Interest Bearing Operation and Maintenance Deficits .....	21
9	Transfers or Exchanges of Water .....	21
10	Application of Payments and Adjustments .....	22
11	Temporary Reductions--Return Flows .....	22
12	Water Shortage and Apportionment .....	23
13	Unavoidable Groundwater Percolation .....	24
14	Compliance with Federal Reclamation Law .....	24
15	Water and Air Pollution Control .....	25
16	Quality of Water .....	25
17	Water Acquired by the Contractor Other than from the United States .....	26
18	Opinions and Determinations .....	26
19	Charges for Delinquent Payments .....	27
20	Equal Opportunity .....	27
21	General Obligation--Benefits Conditioned upon Payment .....	29
22	Compliance with Civil Rights Laws and Regulations .....	29
23	Privacy Act Compliance .....	29
24	Contractor to Pay Certain Miscellaneous Costs .....	30

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
25	Water Conservation .....	31
26	Existing or Acquired Water or Water Rights .....	32
27	Operation and Maintenance by Non-Federal Entity .....	33
28	Contingent on Appropriation or Allotment of Funds .....	34
29	Books Records and Reports .....	34
30	Assignment Limited--Successors and Assigns Obligated .....	34
31	Severability .....	35
32	Officials Not to Benefit .....	35
33	Changes in Contractor's Boundaries .....	35
34	Notices .....	36
35	Contracts with Member Units--Resale of Water .....	36
	Signature Page .....	37
	Exhibit A	
	Exhibit B-1--Colusa County Water District	
	Exhibit B-2--Cortina Water District	
	Exhibit B-3--4-M Water District	
	Exhibit B-4--Glenn Valley Water District	
	Exhibit B-5--Holthouse Water District	
	Exhibit B-6--LaGrande Water District	
	Exhibit B-7--Myers-Marsh Mutual Water Company	
	Exhibit B-8--Westside Water District	

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8 AND  
9 THE COUNTY OF COLUSA  
10 PROVIDING FOR PROJECT WATER SERVICE

11 THIS CONTRACT, made this 9<sup>th</sup> day of March 2001, in pursuance  
12 generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary  
13 thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as amended and  
14 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70  
15 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1262), as amended and Title  
16 XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as  
17 the Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter  
18 referred to as the United States, and COUNTY OF COLUSA, hereinafter referred to as the  
19 Contractor, a political subdivision of the State of California, acting through the Chairman of the  
20 Board of Supervisors, with its principal place of business in Colusa, California;

21 WITNESSETH, That:

1 EXPLANATORY RECITALS

2 WHEREAS, the United States has constructed and is operating the Central Valley  
3 Project, California for diversion, storage, carriage, distribution and beneficial use, for flood  
4 control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and  
5 restoration, generation and distribution of electric energy, salinity control, navigation and other  
6 beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and  
7 the San Joaquin River and their tributaries; and

8 WHEREAS, the United States constructed the Red Bluff Diversion Dam,  
9 Tehama-Colusa Canal, and related delivery facilities, including pumping plants, hereinafter  
10 collectively referred to as the Canal Facilities, which will be used in part for the furnishing of  
11 water to the Contractor pursuant to the terms of this interim renewal contract; and

12 WHEREAS, certain lands within the County have not formed or been annexed to  
13 public agencies for the purpose of contracting for a water supply and the Contractor desires to  
14 contract for a water supply from the Project to provide water service to said lands; and

15 WHEREAS, there is a present and potential need for additional water for  
16 irrigation and for municipal, industrial, and domestic use in certain areas within the County; and

17 WHEREAS, an additional water supply to meet these present and potential needs  
18 can be made available by and through the Canal Facilities; and

19 WHEREAS, the Contractor and the United States entered into Contract No. 14-  
20 06-200-8310A which provided the Contractor Central Valley Project water from the Canal  
21 Facilities from November 18, 1975 to February 28, 1995; and

22 WHEREAS, the Contractor and the United States entered into interim renewal  
23 contract(s) identified as Contract No(s). 14-06-200-8310A-IR1, 14-06-200-8310A-IR2, 14-06-  
24 200-8310A-IR3, and 14-06-200-8310A-IR4, the latter of which is hereinafter referred to as the

1 Existing Interim Renewal Contract, which provided for the continued water service to the  
2 Contractor from December 1, 2000 through February 28, 2001; and

3 WHEREAS, in accordance with article 5 (a) of Contract No. 14-06-200-8310A,  
4 and with the prior approval of the Contracting Officer, the Contractor entered into subcontracts  
5 for the resale and distribution of all of the Project Water under Contract No. 14-06-200-8310A  
6 with the Member Units, with an initial delivery date of January 1, 1981, and for the quantities set  
7 forth below:

- 8 1. Colusa County Water District for 5,965 acre-feet;
- 9 2. Cortina Water District for 1,700 acre-feet;
- 10 3. 4-M Water District for 5,700 acre-feet;
- 11 4. Glenn Valley Water District for 1,730 acre-feet;
- 12 5. Holthouse Water District for 2,450 acre-feet;
- 13 6. La Grande Water District for 2,200 acre-feet;
- 14 7. Myers-Marsh Mutual Water Company for 255 acre-feet;
- 15 8. Westside Water District for 40,000 acre-feet; and

16 WHEREAS, the Contractor has requested a subsequent interim renewal contract  
17 pursuant to the Existing Interim Renewal Contract, Federal Reclamation law and the laws of the  
18 State of California, for water service from the Central Valley Project; and

19 WHEREAS, the United States has determined that the Contractor has to date  
20 fulfilled all of its obligations under the Existing Interim Renewal Contract; and

21 WHEREAS, The Contracting Officer has determined that the Contractor has the  
22 capability to fully utilize for reasonable and beneficial use, or shown projected future reasonable  
23 and beneficial use for, the quantity of Project Water to be made available to it pursuant to this  
24 interim renewal contract; and

1           WHEREAS, rights of renewal of Contract No. 14-06-200-8310A and to convert  
2 said contract to a contract as provided by subsection (d), Section 9 of the Act of August 4, 1939  
3 (53 Stat. 1187) are set forth in said contract; and

4           WHEREAS, Section 3404 of the CVPIA, precludes long-term renewal of water  
5 service contracts until the completion of appropriate environmental documentation, including a  
6 programmatic environmental impact statement ("PEIS") pursuant to the National Environmental  
7 Policy Act analyzing the direct and indirect impacts and benefits of implementing the CVPIA  
8 and the potential renewal of all existing contracts for Project Water; and

9           WHEREAS, in order to continue water service provided under Project water  
10 service contracts that expire prior to the completion of the PEIS, the United States intends to  
11 execute interim renewal contracts for a period not to exceed three (3) Years in length, and for  
12 successive interim periods of not more than two (2) Years in length, until appropriate  
13 environmental documentation, including the PEIS, is finally completed, at which time the  
14 Secretary shall, pursuant to Federal Reclamation law and upon request of the Contractor, enter  
15 into a long-term renewal contract for a period of twenty-five (25) Years; and may thereafter  
16 renew such long-term renewal contracts for successive periods not to exceed twenty-five (25)  
17 Years each; and

18           WHEREAS, the Secretary intends to assure uninterrupted water service and  
19 continuity of contract through the process set forth in Article 2 hereof; and

20           WHEREAS, the United States is willing to renew the Existing Interim Renewal  
21 Contract pursuant to section 3404(c)(1) of the CVPIA on the terms and conditions set forth  
22 below.

23           NOW, THEREFORE, in consideration of the mutual and dependent covenants  
24 herein contained, it is hereby mutually agreed by the parties hereto as follows:

1 DEFINITIONS

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

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

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

9 (c) "Contractor's Service Area" shall mean the area to which the Contractor is  
10 permitted to provide Project Water under this interim renewal contract identified in  
11 Exhibit "A", which area and exhibit may be revised without amending this contract if  
12 such revisions are acceptable to the Contracting Officer;

13 (d) "CVPIA" shall mean the Central Valley Project Improvement Act,  
14 Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706);

15 (e) "Delivered Water" shall mean Project Water made available to  
16 the Contractor and diverted at the point(s) of delivery approved by the Contracting  
17 Officer;

18 (f) "Eligible Lands" shall mean all lands to which Irrigation Water may  
19 be delivered in accordance with Section 204 of the Reclamation Reform Act of October  
20 12, 1982 (96 Stat. 1263), as amended, hereinafter referred to as RRA;

21 (g) "Excess Lands" shall mean all lands defined as excess in Section 204  
22 of the RRA, other than those lands exempt from acreage limitation under Federal  
23 Reclamation law;

1           (h) "Full Cost Rate" shall mean that water rate described in Sections 205(a)(3)  
2 or 202(3) of the RRA, whichever is applicable;

3           (i) "Ineligible Lands" shall mean all lands to which Irrigation Water  
4 may not be delivered in accordance with Section 204 of the RRA;

5           (j) "Irrigation Water" shall mean Project Water which is used primarily  
6 in the production of agricultural crops or livestock, including domestic use incidental  
7 thereto, and watering of livestock;

8           (k) "Landholder" shall mean an individual or entity attributed with the total  
9 irrigable acreage of one or more tracts of land situated in one or more districts owned  
10 and/or operated under a lease which is served with Irrigation Water pursuant to a contract  
11 with the United States;

12           (l) "M&I Water" shall mean water made available from the Project other than  
13 Irrigation Water. M&I Water shall include water used for purposes such as the watering  
14 of landscaping or pasture for animals (e.g., horses) which are kept for personal enjoyment  
15 or water delivered to landholdings operated in units of less than five (5) acres, or such  
16 larger landholding size, if any, specified in a water service contract between a Member  
17 Unit and the United States, unless the Contractor establishes to the satisfaction of the  
18 Contracting Officer that the use of water delivered to any such landholding is a use  
19 described in subdivision (j) of this Article;

20           (m) "Member Unit" shall mean an entity within the Contractor's Service Area  
21 organized for the purpose of obtaining Project Water from the Canal Facilities and  
22 executing a subcontract with the Contractor for such a supply;

23           (n) "O&M" shall mean normal and reasonable care, control, operation, repair,  
24 replacement and maintenance of Project facilities;



1 (o) "Operating Non-Federal Entity" shall mean a Non-Federal entity which  
2 has the obligation to operate and maintain all or a portion of the Canal Facilities pursuant  
3 to an agreement with the United States;

4 (p) "Project" shall mean the Central Valley Project owned by the United  
5 States and operated by the Department of the Interior, Bureau of Reclamation;

6 (q) "Project Water" shall mean all water that is developed, diverted, stored, or  
7 delivered by the United States in accordance with the statutes authorizing the Project and  
8 in accordance with the terms and conditions of applicable water rights permits and  
9 licenses acquired by and/or issued to the United States pursuant to California law;

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

13 (s) "Secretary" or "Contracting Officer" shall mean the  
14 Secretary of the United States Department of the Interior or his duly authorized  
15 representative;

16 (t) "Unorganized Areas" shall mean those areas that are within the  
17 Contractor's Service Area but are not currently within the service area of a Member Unit;

18 (u) "Year" shall mean the period from and including March 1 of  
19 each Calendar Year through the last day of February of the following Calendar Year.

20 TERM OF CONTRACT - RIGHT TO USE OF WATER

21 2. (a) This interim renewal contract shall be effective from March 1, 2001, and  
22 shall remain in effect through February 28, 2002, and thereafter will be renewed as described in  
23 this article. Except as provided in subdivision (b) of this Article, until completion of all  
24 appropriate environmental review, and provided that the Contractor has complied with all the

1 terms and conditions of the interim renewal contract in effect for the period immediately  
2 preceding the requested successive interim renewal contract, this interim renewal contract will be  
3 renewed, upon request of the Contractor, for successive interim periods each of which shall be no  
4 more than two (2) Years in length. Also, except as provided in subdivision (b) of this Article, in  
5 order to promote orderly and cost effective contract administration, the terms and conditions in  
6 subsequent interim renewal contracts shall be identical to the terms and conditions in the interim  
7 renewal contract immediately preceding the subsequent interim renewal contract: Provided,  
8 however, That each party preserves the right to propose modification(s) in any interim renewal  
9 contract other than those described in subdivision (b) of this Article, in which case the parties  
10 shall negotiate in good faith appropriate modification(s) to be included in any successive interim  
11 renewal contracts. Said modification(s) of each successive interim renewal contract shall be  
12 agreed upon within a reasonable time prior to the expiration of the then existing interim renewal  
13 contract. Nothing in this Article shall in any way alter the obligation that, upon final completion  
14 of the PEIS and any necessary supplemental environmental documentation, the Secretary shall,  
15 pursuant to Federal Reclamation law, upon request of the Contractor, enter into a long-term  
16 renewal contract for a period of twenty-five (25) Years and may thereafter renew such long-term  
17 renewal contracts for successive periods not to exceed twenty-five (25) Years each. The  
18 Contractor asserts that Contract No. 14-06-200-8310A and existing law go beyond the preceding  
19 sentence to give it enforceable rights to successive long-term renewal contracts. The Contracting  
20 Officer disagrees with that assertion. The parties agree that this interim renewal contract  
21 preserves the rights and positions of the parties and that the omission of language in this interim  
22 renewal contract setting out the rights asserted by the Contractor to successive renewals is not  
23 intended to be, nor shall it be interpreted as, a waiver of any such rights to the extent any such  
24 rights are later determined to exist by a court of competent jurisdiction or by mutual agreement of

1 the parties. If a court of competent jurisdiction or the parties by mutual agreement determine that  
2 incorporation of such language in this interim renewal contract is necessary to preserve such  
3 rights, this interim renewal contract shall be construed as incorporating such language as though  
4 fully set forth herein as of the effective date hereof.

5 (b) The parties anticipate that they will engage in good faith negotiations  
6 intended to permit the execution of a twenty-five (25) Year long-term renewal contract  
7 contemplated by Section 3404 (c) of the CVPIA, hereinafter referred to as a “long-term renewal  
8 contract”, by the end of the term hereof. The parties recognize the possibility that this schedule  
9 may not be met. Accordingly:

10 (1) In the event (i) the Contractor and Contracting Officer have  
11 reached agreement on the terms of the Contractor’s long-term renewal contract or (ii) the  
12 Contractor and Contracting Officer have not completed the negotiations on the Contractor’s  
13 long-term renewal contract, believe that further negotiations on that contract would be beneficial,  
14 and mutually commit to continue to negotiate to seek to reach agreement, but (iii) all  
15 environmental documentation required to allow execution of the Contractor’s long-term renewal  
16 contract by both parties has not been completed in time to allow execution of the Contractor’s  
17 long-term renewal contract by November 30, 2001, then (iv) the parties will expeditiously  
18 complete the environmental documentation required of each of them in order to execute the  
19 Contractor’s long-term renewal contract at the earliest practicable date. In addition, the  
20 Contractor’s then current interim renewal contract will be renewed without change upon the  
21 request of either party through the agreed-upon effective date of the Contractor’s long-term  
22 renewal contract or, in the absence of agreement on the terms of the Contractor’s long-term  
23 renewal contract, through the succeeding February 28.

1                   (2)     Provided that this interim renewal contract is not subject to  
2 renewal under the terms described in subdivision (1) of this Article, if a party determines that the  
3 parties have reached an impasse which they have been unable to resolve and which precludes  
4 agreement on the long-term renewal contract, that party may notify the other that it has concluded  
5 that there is no reasonable likelihood of reaching agreement on the terms of a long-term renewal  
6 contract. In the event of such notice, the parties will immediately agree to a schedule and process  
7 for negotiating the terms (other than any terms that would impair continuity of water supply or  
8 continuity of contract) of and executing an interim renewal contract; provided that neither party  
9 will propose for inclusion in the interim renewal contract any provision not previously included  
10 in an existing interim renewal contract which it had previously proposed for inclusion in the  
11 long-term renewal contract and which was the subject of an impasse in the long-term renewal  
12 contract negotiations. The schedule will provide for completion of the negotiations of the terms  
13 of that contract by February 1, 2002, and for execution of the contract on or about February 15,  
14 2002. The parties each acknowledge the right of either party to seek judicial relief in connection  
15 with any impasse reached in connection with negotiation of the long-term renewal contract  
16 and/or an interim renewal contract that would become effective on or after February 28, 2002.

17                   (c)     The parties acknowledge that the Contractor asserts that it is entitled as a  
18 matter of law to an interim renewal contract of longer duration than twelve (12) months, and that  
19 the Contracting Officer asserts that it is under no obligation to provide the Contractor with an  
20 interim renewal contract of any particular duration. Accordingly, the parties further acknowledge  
21 that (i) the foregoing process represents a mutual accommodation to facilitate their joint desire to  
22 proceed with the development of a long-term renewal contract in an expeditious and orderly  
23 manner, (ii) they each preserve their respective rights and positions relative to the entitlement of  
24 the Contractor to subsequent interim renewal contracts should they become necessary, and the

1 terms thereof, and (iii) their agreement to the process and interim renewal contract terms  
2 described above is in no way intended to be, nor will it be interpreted as, a waiver of any such  
3 rights or positions, all of which are and will be expressly preserved.

4 (d) The omission of language in this interim renewal contract providing for  
5 conversion of this interim renewal contract or any subsequent renewals thereof to a repayment  
6 contract, pursuant to the Act of July 2, 1956 (70 Stat. 483), shall not prejudice the Contractor's  
7 right to assert a right to have such language included in subsequent renewals of this interim  
8 renewal contract or to exercise such conversion, all as provided by law, or to negotiate the  
9 language regarding such conversion to be included in subsequent renewal contracts.

10 WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTOR

11 3. (a) Subject to the provisions set forth in Articles 11 and 12 hereof, and  
12 consistent with applicable State water rights, permits, and licenses, the Contractor is entitled to,  
13 and the Contracting Officer shall be obligated to make available to the Contractor, up to 60,000  
14 acre-feet of Project Water for irrigation and/or municipal and industrial purposes during the term  
15 of this interim renewal contract. The quantity of Project Water delivered to the Contractor in  
16 accordance with this Article 3(a) in any Year shall be scheduled and paid for pursuant to the  
17 provisions of Articles 4 and 7 hereof, and shall not exceed the quantity of Project Water the  
18 Contractor intends to put to reasonable beneficial use within the Contractor's Service Area or  
19 sold, transferred, or exchanged pursuant to Article 9 during the term of this interim renewal  
20 contract.

21 (b) The Contractor shall utilize the Project Water made available to it pursuant  
22 to this interim renewal contract in accordance with all applicable requirements of any Biological

1 Opinion addressing the execution of this interim renewal contract developed pursuant to Section  
2 7 of the Endangered Species Act of 1973 as amended, and in accordance with such  
3 environmental documentation as may be required for specific activities, including conversion of  
4 Irrigation Water to M&I Water.

5 (c) The Contractor shall make reasonable and beneficial use of Project Water  
6 or other water furnished pursuant to this interim renewal contract.

7 (d) If the Contracting Officer determines that Project Water, or other water  
8 available to the Project, can be made available to the Contractor in addition to the quantity of  
9 Project Water made available to the Contractor pursuant to subdivision (a) of this Article, the  
10 Contracting Officer shall so notify the Contractor. If the Contractor requests the delivery of any  
11 quantity of such water, the Contracting Officer shall make such water available to the Contractor  
12 in accordance with applicable statutes, regulations, guidelines and policies.

13 (e) If the Contractor requests permission to reschedule for use during the  
14 subsequent Year some or all of the Project Water made available to the Contractor during the  
15 current Year or to use, during the current Year, that quantity of Project Water the United States  
16 has agreed to make available to the Contractor during the subsequent Year, the Contracting  
17 Officer may permit such uses in accordance with applicable statutes, regulations, guidelines and  
18 policies.

19 (f) The Contractor's right pursuant to Federal Reclamation law and applicable  
20 State law to the beneficial use of water furnished pursuant to this interim renewal contract, any  
21 subsequent interim renewal contract and, as described in Article 2(a), any long-term renewal  
22 contract, shall not be disturbed so long as the Contractor shall fulfill all of its obligations under  
23 this interim renewal contract and any such renewal thereof. Nothing in the preceding sentence

1 shall affect the Contracting Officer's ability to impose shortages under Article 12(b) of this  
2 interim renewal contract and the applicable provisions of any such renewal thereof.

3 (g) Notwithstanding subdivisions (j) and (l) of Article 1, Project Water  
4 furnished to the Contractor pursuant to this interim renewal contract may be delivered for  
5 purposes other than those described in subdivisions (j) and (l) of Article 1 upon written approval  
6 by the Contracting Officer in accordance with the terms and conditions of such approval.

7 TIME FOR DELIVERY OF WATER

8 4. (a) On or about February 15, of each Calendar Year, the Contracting Officer  
9 shall declare the amount of Project Water estimated to be made available to the Contractor  
10 pursuant to this interim renewal contract for the upcoming Year. The declaration will be updated  
11 monthly, as necessary, based on current hydrologic conditions. The Contracting Officer shall  
12 make available the forecast of Project operations, with relevant supporting information, upon the  
13 written request of the Contractor or its representatives. Upon written request of the Contractor,  
14 the Contracting Officer shall provide the basis of the estimate which shall include, but not be  
15 limited to, a monthly pumping forecast for the O'Neill Pumping Plant, the projected carryover of  
16 Project reservoirs, projected CVPIA impacts, projected Endangered Species Act and all other  
17 regulatory impacts.

18 (b) On or before each March 1, the Contractor shall, or, if so provided by  
19 subcontract with a Member Unit, a Member Unit shall, submit to the Contracting Officer and at  
20 such other times as necessary, a written schedule, satisfactory to the Contracting Officer,  
21 showing the times, and quantities of Project Water to be delivered by the United States to the  
22 Contractor during the upcoming Year pursuant to this interim renewal contract, and, consistent  
23 with subdivision (a) of Article 3 herein.

1 (c) Subject to the conditions set forth in subdivision (a), Article 3, the United  
2 States shall deliver Project Water to the Contractor in accordance with the initial schedule  
3 submitted by the Contractor or Member Units pursuant to subdivision (b) of this Article, or any  
4 revision(s) thereto submitted within a reasonable time prior to the date(s) on which the requested  
5 change(s) is/are to be implemented.

6 POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

7 5. (a) The Project Water to be furnished to the Contractor pursuant to this  
8 interim renewal contract shall be made available to the Contractor at approved turnouts on the  
9 Canal Facilities and any additional point or points of delivery either on Project facilities or  
10 another location or locations mutually agreed to in writing by the Contracting Officer and the  
11 Contractor. The United States shall furnish such power as may be necessary to pump Project  
12 Water at the existing Tehama-Colusa Canal side pumping plants and at existing relift stations at  
13 heads and elevations sufficient to irrigate by gravity all areas within the Contractor's Service  
14 Area below elevation 380 (MSL).

15 (b) The Contracting Officer shall make all reasonable efforts to maintain  
16 sufficient flows and levels of water in the Canal Facilities to furnish Project Water to the  
17 Contractor at the full design capacity of the turnout(s) established as a delivery point(s) pursuant  
18 to subdivision (a) of this Article. The parties acknowledge that it may be necessary from time to  
19 time to shut down the canal for maintenance or emergencies. Except in the case of emergency,  
20 the Contracting Officer shall consult with the Contractor to schedule the shut down at such times  
21 and for such duration as will allow for the work to be accomplished completely and efficiently,  
22 and with a minimum of disruption of water service to the Contractor. In this regard, shut downs  
23 will, to the extent reasonably possible, be limited to the months of December and January.



1           (c)     Irrigation Water furnished to the Contractor pursuant to this interim  
2 renewal contract shall be delivered by the Contractor in accordance with any applicable land  
3 classification provisions of Federal Reclamation law and the associated regulations. Project  
4 Water shall not be delivered to land outside the Contractor's Service Area unless approved in  
5 advance by the Contracting Officer.

6           (d)     All Project Water delivered to the Contractor pursuant to this interim  
7 renewal contract shall be measured and recorded with equipment furnished, installed, operated  
8 and maintained by the United States or the responsible Operating Non-Federal Entity at the point  
9 or points of delivery established pursuant to subdivision (a) of this Article. Upon the request of  
10 either party to this interim renewal contract, the Contracting Officer shall investigate the accuracy  
11 of such measurements and shall take any necessary steps to adjust any errors appearing therein.  
12 The Contractor shall advise the Contracting Officer on or before the 10th calendar day of each  
13 month of the quantity of M&I Water taken during the preceding month.

14           (e)     Neither the United States nor any Operating Non-Federal Entity shall be  
15 responsible for the control, carriage, handling, use, disposal, or distribution of Project Water  
16 made available to the Contractor pursuant to this interim renewal contract beyond the delivery  
17 points specified in subdivision (a) of this Article. The Contractor shall indemnify the United  
18 States its officers, employees, agents and assigns on account of damage or claim of damage of  
19 any nature whatsoever for which there is legal responsibility, including property damage,  
20 personal injury or death arising out of or connected with the control, carriage, handling, use,  
21 disposal, or distribution of such Project Water beyond such delivery points, except for any  
22 damage or claim arising out of (i) acts performed by the United States or any of its officers,  
23 employees, agents or assigns, including any responsible Operating Non-Federal Entity, with the  
24 intent of creating the situation resulting in any damage or claim, (ii) willful misconduct of the

1 United States or any of its officers, employees, agents, or assigns, including any responsible  
2 Operating Non-Federal Entity, or (iii) negligence of the United States or any of its officers,  
3 employees, agents or assigns including any responsible Operating Non-Federal Entity.

4 MEASUREMENT OF WATER WITHIN THE DISTRICT

5 6. (a) The Contractor shall ensure that, unless the Contractor has established an  
6 alternative measurement program satisfactory to the Contracting Officer, all surface water  
7 delivered for irrigation purposes within the Contractor's Service Area is measured at each  
8 agricultural turnout and such water delivered for municipal and industrial purposes is measured  
9 at each municipal and industrial service connection. All water measuring devices or water  
10 measuring methods of comparable effectiveness must be acceptable to the Contracting Officer.  
11 The Contractor shall be responsible for installing, operating, and maintaining and repairing all  
12 such measuring devices and implementing all such water measuring methods at no cost to the  
13 United States. The Contractor shall use the information obtained from such water measuring  
14 devices or water measuring methods to ensure proper management of the water; to bill water  
15 users for water delivered by the Contractor; and, if applicable, to record water delivered for  
16 municipal and industrial purposes by customer class as defined in its water conservation plan.  
17 Nothing herein contained, however, shall preclude the Contractor from establishing and  
18 collecting any charges, assessments or other revenues authorized by California law. The  
19 Contractor shall include a summary of its annual surface water deliveries in the annual report  
20 described in Article 25(d).

21 (b) Omitted

22 (c) All new surface water delivery systems installed within the Contractor's  
23 Service Area after the effective date of this interim renewal contract shall also comply with the  
24 measurement provisions described in subdivision (a) of this Article.

1 (d) The Contractor shall inform the Contracting Officer and the State of  
2 California in writing by April 30 of each Year of the monthly volume of surface water delivered  
3 within the Contractor's Service Area during the previous Year.

4 (e) The Contractor shall be responsible for ascertaining and reporting to the  
5 Contracting Officer whether Delivered Water is put to use as Irrigation Water or M&I Water,  
6 irrespective of the size of the landholding where the water is used, so that the Contracting Officer  
7 can apply the appropriate Rates and Charges.

8 RATES AND METHOD OF PAYMENT FOR WATER

9 7. (a) The Contractor shall pay the United States in monthly payments as  
10 provided in this Article for the quantities of Delivered Water furnished to the Contractor pursuant  
11 to this interim renewal contract. Such payments shall consist of the applicable Rates and  
12 Charges determined annually in accordance with applicable Federal law and associated  
13 regulations. The Rates and Charges applicable upon execution of this interim renewal contract  
14 are set forth in Exhibits "B-1" through B-8" for subcontracts with the Member Units identified in  
15 said exhibits. For subcontracts with Member Units other than those identified in the said  
16 exhibits, Rates and Charges will be developed as necessary and will automatically become  
17 exhibits hereto as though fully set forth herein.

18 (b) The Contracting Officer shall notify the Contractor of the Rates and  
19 Charges as follows:

20 (1) Prior to July 1, of each Calendar Year, the Contracting Officer  
21 shall provide the Contractor the preliminary calculation of the Charges that will be applied for  
22 the period October 1, of the current Calendar Year, through September 30, of the following  
23 Calendar Year, and identify the statutes, regulations and guidelines used as the basis for such  
24 calculations. On or before September 15, of each Calendar Year, the Contracting Officer shall

1 notify the Contractor in writing of the Charges to be in effect during the period October 1, of the  
2 current Calendar Year, through September 30, of the following Calendar Year, and such  
3 notification shall revise Exhibits "B-1 through B-8" and any additional exhibits.

4 (2) Prior to October 1 of each Calendar Year, the Contracting Officer  
5 shall make available to the Contractor an estimate of the Rates of payment for the following Year  
6 and the computations and cost allocations upon which those Rates are based. The Contractor  
7 shall be allowed not less than two months to review and comment on such computations and cost  
8 allocations. By December 31 of each Calendar Year, the Contracting Officer shall provide the  
9 Contractor with the final Rates to be in effect for the upcoming Year, and such notification shall  
10 revise Exhibits "B-1 through B-8" and any additional exhibits.

11 (c) At the time the Contractor submits the initial schedule for the delivery of  
12 Project Water for each Year pursuant to Article 4(b) of this interim renewal contract, the  
13 Contractor shall pay the United States the total amount payable pursuant to the applicable Rate(s)  
14 for all Project Water scheduled to be delivered pursuant to this interim renewal contract during  
15 the first two (2) calendar months of the Year. Before the end of the first month or part thereof of  
16 the Year, and before the end of each calendar month thereafter, the Contractor shall pay pursuant  
17 to the applicable Rate(s) for all Project Water scheduled to be delivered pursuant to this interim  
18 renewal contract during the second month immediately following. Adjustments between the  
19 payments for the scheduled amount of Project Water and the appropriate payments for quantities  
20 of Delivered Water furnished pursuant to this interim renewal contract each month shall be made  
21 before the end of the following month: Provided, That any revised schedule submitted by the  
22 Contractor pursuant to Article 4 which increases the amount of Project Water to be delivered  
23 pursuant to this interim renewal contract during any month shall be accompanied with  
24 appropriate payment for Rates to assure that Project Water is not furnished to the Contractor in

1 advance of such payment. In any month in which the quantity of Delivered Water furnished to  
2 the Contractor pursuant to this interim renewal contract equals the quantity of Project Water  
3 scheduled and paid for by the Contractor, no additional Project Water shall be made available to  
4 the Contractor unless and until payment of Rates for such additional Project Water is made.  
5 Final adjustment between the payments of Rates for the Project Water scheduled and the  
6 quantities of Delivered Water furnished during each Year pursuant to its contract shall be made  
7 as soon as possible but no later than April 30th of the following Year.

8 (d) The Contractor shall pay all Charges owing for Delivered Water before the  
9 end of the month following the month of delivery. Such amounts shall be consistent with the  
10 quantities of Irrigation Water and M&I Water shown in the United States' water delivery report  
11 for the subject month. The water delivery report shall be regarded by the Contractor as a bill for  
12 the payment of appropriate Charges. Any monthly adjustment for overpayment or underpayment  
13 of Charges shall be accomplished through the adjustment of Charges due to the United States in  
14 the next month. By March 31, of each Year, the Contractor shall make any additional payment  
15 of Charges it is obligated to make for Delivered Water furnished to the Contractor pursuant to its  
16 contract for the previous Year. The amount to be paid for past due payment of Charges shall be  
17 computed pursuant to Article 19 of this interim renewal contract.

18 (e) The Contractor shall pay for any Project Water provided under Article 3(d)  
19 or 3(e) as determined by the Contracting Officer pursuant to applicable statutes, regulations,  
20 guidelines and policies.

21 (f) Payments to be made by the Contractor to the United States under this  
22 interim renewal contract may be paid from any revenues available to the Contractor.

23 (g) Revenues received by the United States pursuant to this interim renewal  
24 contract shall be allocated and applied in accordance with Federal Reclamation law, including

1 but not limited to, subsection 3 of Section 1 of the Act of July 2, 1956 (70 Stat. 483), and  
2 subsection (f) of Section 3405, subsection (c)(1) of Section 3406 and subsection (d)(2)(A) of  
3 Section 3407 of the CVPIA, and the associated regulations, including but not limited to, the  
4 Project Irrigation Water ratesetting policy and the Project M&I ratesetting policy promulgated  
5 pursuant to the Administrative Procedures Act.

6 (h) At the Contractor's request, the Contracting Officer shall provide to the  
7 Contractor an accounting of all of the expenses allocated and the disposition of all revenues  
8 received pursuant to this interim renewal contract in sufficient detail to allow the Contractor to  
9 determine that the allocation of expenses and disposition of all revenues received was  
10 accomplished in conformance with Federal Reclamation law and the associated regulations. The  
11 Contracting Officer and the Contractor shall enter into good faith negotiations to resolve any  
12 discrepancies or disputes arising out of said accounting of the Contractor's review thereof.

13 (i) The parties acknowledge and agree that the efficient administration of this  
14 interim renewal contract is their mutual goal. Recognizing that experience has demonstrated that  
15 mechanisms, policies and procedures used for establishing Rates and Charges, and/or for making  
16 and allocating payments, other than those set forth in this Article would be in the mutual best  
17 interest of the parties, it is expressly agreed that the parties may enter into agreements for  
18 alternative mechanisms, policies and procedures for any of those purposes while this interim  
19 renewal contract is in effect without amending this contract.

20 NON-INTEREST BEARING OPERATION AND MAINTENANCE DEFICITS

21 8. The Contractor and the Contracting Officer concur that at the time of execution of  
22 this interim renewal contract, the Contractor has no non-interest bearing operation and  
23 maintenance deficits and shall have no further liability therefor.



1 (b) All advances for miscellaneous costs incurred for work requested by the  
2 Contractor pursuant to Article 24 shall be adjusted to reflect the actual costs when the work has  
3 been completed. If the advances exceed the actual costs incurred, the difference will be refunded  
4 to the Contractor. If the actual costs exceed the Contractor's advances, the Contractor will be  
5 billed for the additional costs pursuant to Article 24.

6 TEMPORARY REDUCTIONS--RETURN FLOWS

7 11. (a) Subject to: (i) the authorized purposes and priorities of the Project; and (ii)  
8 the obligations of the United States under existing contracts, or renewals thereof, providing for  
9 water deliveries from the Project, the Contracting Officer shall make all reasonable efforts to  
10 optimize Project Water deliveries to the Contractor as provided in the contract.

11 (b) The United States may temporarily discontinue or reduce the quantity of  
12 Project Water to be delivered to the Contractor as herein provided for the purposes of  
13 investigation, inspection, maintenance, repair, or replacement of any of the Project facilities or  
14 any part thereof necessary for the delivery of Project Water to the Contractor, but so far as  
15 feasible the Contracting Officer will give the Contractor due notice in advance of such temporary  
16 discontinuance or reduction, except in case of emergency, in which case no notice need be given:  
17 Provided, That the United States shall use its best efforts to avoid any discontinuance or  
18 reduction in such service. Upon resumption of service after such reduction or discontinuance, and  
19 if requested by the Contractor, the United States will, if possible, deliver the quantity of Project  
20 Water which would have been delivered hereunder in the absence of such discontinuance or  
21 reduction: Provided further, That with respect to any quantity of Project Water not delivered  
22 after a discontinuance or reduction the Contractor shall be relieved of its scheduling and payment  
23 obligations for such quantity of Project Water.



1 (c) The United States reserves the right to all seepage and return flow water  
2 derived from water delivered to the Contractor hereunder which escapes or is discharged beyond  
3 the Contractor's Service Area: Provided, That this shall not be construed as claiming for the  
4 United States any right to seepage or return flow being put to reasonable and beneficial use  
5 pursuant to this interim renewal contract within the Contractor's Service Area by the Contractor  
6 or those claiming by, through, or under the Contractor.

7 WATER SHORTAGE AND APPORTIONMENT

8 12. (a) In its operation of the Project, the Contracting Officer will use all  
9 reasonable means to guard against a condition of shortage in the quantity of water to be made  
10 available to the Contractor pursuant to this contract. Insofar as determined by the Contracting  
11 Officer to be practicable, the Contracting Officer will, in the event a shortage appears probable,  
12 notify the Contractor of such determinations as soon as possible.

13 (b) If there is a reduction in the total water supply available to the Contractor  
14 during any Year because of errors in physical operations of the Project, drought, other physical  
15 causes beyond the control of the Contracting Officer or actions taken by the Contracting Officer  
16 to meet legal obligations, no liability shall accrue against the United States or any of its officers,  
17 agents, or employees for any damages, direct or indirect, arising therefrom, so long as actions  
18 based upon the opinions or determinations of the Contracting Officer are consistent with the  
19 standards in Article 18.

20 (c) In any Year in which there may occur a shortage for any of the reasons  
21 specified in subdivision (b) above, the Contracting Officer shall apportion the available Project  
22 Water supply among the Contractor and others entitled, under existing contracts and future  
23 contracts (to the extent such future contracts are permitted under subsections (a) and (b) of

1 Section 3404 of the CVPIA) and renewals thereof, to receive Project Water consistent with the  
2 contractual obligations of the United States.

3 UNAVOIDABLE GROUNDWATER PERCOLATION

4 13. The Contractor shall not be deemed to have furnished Irrigation Water to Excess  
5 Lands or Ineligible Lands within the meaning of this interim renewal contract if such lands are  
6 irrigated with groundwater that reaches the underground strata as an unavoidable result of the  
7 furnishing of Irrigation Water by the Contractor to Eligible Lands.

8 COMPLIANCE WITH FEDERAL RECLAMATION LAW

9 14. This interim renewal contract shall be implemented in accordance with all  
10 applicable provisions of Federal Reclamation law, as amended and supplemented.

11 WATER AND AIR POLLUTION CONTROL

12 15. The Contractor, in carrying out this contract, shall comply with all applicable  
13 water and air pollution laws and regulations of the United States and the State of California, and  
14 shall obtain all required permits or licenses from the appropriate Federal, State, or local  
15 authorities.

16 QUALITY OF WATER

17 16. (a) Project facilities used to make available and deliver Project Water to the  
18 Contractor pursuant to this interim renewal contract shall be operated and maintained to enable  
19 the United States to make available and deliver Project Water to the Contractor in accordance  
20 with the water quality standards specified in subsection 2(b) of the Act of August 26, 1937 (50  
21 Stat. 865), as added by Section 101 of the Act of October 27, 1986 (100 Stat. 3050) or other  
22 existing Federal laws. The United States is under no obligation to construct or furnish water  
23 treatment facilities to maintain or to better the quality of Project Water furnished to the  
24 Contractor pursuant to this contract. The United States does not warrant the quality of Project  
25 Water made available and delivered to the Contractor pursuant to this contract.

1 (b) The operation and maintenance of Project facilities shall be performed in  
2 such manner as is practicable to maintain the quality of raw water made available through such  
3 facilities at the highest level reasonably attainable as determined by the Contracting Officer. The  
4 Contractor shall be responsible for compliance with all State and Federal water quality standards  
5 applicable to surface and subsurface agricultural drainage discharges generated through the use of  
6 Federal or Contractor facilities or Project Water provided by the Contractor within the  
7 Contractor's Service Area. This Article shall not affect or alter any legal obligations of the  
8 Secretary to provide drainage services.

9 WATER ACQUIRED BY THE CONTRACTOR OTHER THAN  
10 FROM THE UNITED STATES

11 17. Water or water rights now owned or hereafter acquired by the Contractor other  
12 than from the United States and Irrigation Water furnished pursuant to the terms of this interim  
13 renewal contract may be simultaneously transported through the same distribution facilities of the  
14 Contractor subject to the following: (i) if the facilities utilized for commingling Irrigation Water  
15 and non-Project water were constructed without funds made available pursuant to Federal  
16 Reclamation law, the provisions of Federal Reclamation law will be applicable only to the  
17 Landholders of lands which receive Irrigation Water; (ii) the eligibility of land to receive  
18 Irrigation Water must be established through the certification requirements as specified in the  
19 Acreage Limitation Rules and Regulations (43 CFR Part 426); (iii) the water requirements of  
20 Eligible Lands within the Contractor's Service Area can be established and the quantity of  
21 Irrigation Water to be utilized is less than or equal to the quantity necessary to irrigate such  
22 Eligible Lands; and (iv) if the facilities utilized for commingling Irrigation Water and non-  
23 Project water are constructed with funds made available pursuant to Federal Reclamation law,

1 the non-Project water will be subject to Federal Reclamation law, until such funds have been  
2 repaid.

3 OPINIONS AND DETERMINATIONS

4 18. (a) Where the terms of this interim renewal contract provide for actions to be  
5 based upon the opinion or determination of either party to this contract, said terms shall not be  
6 construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable  
7 opinions or determinations. Both parties, notwithstanding any other provisions of this contract,  
8 expressly reserve the right to seek relief from and appropriate adjustment, including monetary  
9 damages, for any such arbitrary, capricious or unreasonable opinion or determination. Each  
10 opinion or determination by either party shall be provided in a timely manner.

11 (b) The Contracting Officer shall have the right to make determinations  
12 necessary to administer this interim renewal contract that are consistent with the expressed and  
13 implied provisions of this contract, the laws of the United States and the State of California, and  
14 the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall  
15 be made in consultation with the Contractor to the extent reasonably practicable.

16 CHARGES FOR DELINQUENT PAYMENTS

17 19. (a) The Contractor shall be subject to interest, administrative and penalty  
18 charges on delinquent installments or payments. When a payment is not received by the due  
19 date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond  
20 the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an  
21 administrative charge to cover additional costs of billing and processing the delinquent payment.  
22 When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty  
23 charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further,  
24 the Contractor shall pay any fees incurred for debt collection services associated with a  
25 delinquent payment.

26 (b) The interest charge rate shall be the greater of the rate prescribed quarterly  
27 in the Federal Register by the Department of the Treasury for application to overdue payments, or  
28 the interest rate of 0.5 percent per month prescribed by Section 6 of the Reclamation Project Act  
29 of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and  
30 remain fixed for the duration of the delinquent period.

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

4 EQUAL OPPORTUNITY

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

6 (1) The Contractor will not discriminate against any employee or applicant for  
7 employment because of race, color, religion, sex, or national origin. The Contractor will  
8 take affirmative action to ensure that applicants are employed, and that employees are  
9 treated during employment, without regard to their race, color, religion, sex, or national  
10 origin. Such action shall include, but not be limited to, the following: Employment,  
11 upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or  
12 termination, rates of payment or other forms of compensation; and selection for training,  
13 including apprenticeship. The Contractor agrees to post in conspicuous places, available  
14 to employees and applicants for employment, notices to be provided by the Contracting  
15 Officer setting forth the provisions of this nondiscrimination clause.

16 (2) The Contractor will, in all solicitations or advertisements for employees  
17 placed by or on behalf of the Contractor, state that all qualified applicants will receive  
18 consideration for employment without discrimination because of race, color, religion, sex,  
19 or national origin.

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

26 (4) The Contractor will comply with all provisions of Executive Order No.  
27 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant  
28 orders of the Secretary of Labor.

29 (5) The Contractor will furnish all information and reports required by said  
30 amended Executive Order and by the rules, regulations, and orders of the Secretary of  
31 Labor, or pursuant thereto, and will permit access to its books, records, and accounts by  
32 the Contracting Officer and the Secretary of Labor for purposes of investigation to  
33 ascertain compliance with such rules, regulations, and orders.

34 (6) In the event of the Contractor's noncompliance with the nondiscrimination  
35 clauses of this contract or with any of the said rules, regulations, or orders, this contract  
36 may be canceled, terminated, or suspended, in whole or in part, and the Contractor may  
37 be declared ineligible for further Government contracts in accordance with procedures  
38 authorized in said amended Executive Order, and such other sanctions may be imposed

1 and remedies invoked as provided in said Executive Order, or by rule, regulation, or order  
2 of the Secretary of Labor, or as otherwise provided by law.

3 (7) The Contractor will include the provisions of paragraphs (1) through (7) in  
4 every subcontract or purchase order unless exempted by the rules, regulations, or orders  
5 of the Secretary of Labor issued pursuant to Section 204 of said amended Executive  
6 Order, so that such provisions will be binding upon each subcontractor or vendor. The  
7 Contractor will take such action with respect to any subcontract or purchase order as may  
8 be directed by the Secretary of Labor as a means of enforcing such provisions, including  
9 sanctions for noncompliance: Provided, however, That in the event the Contractor  
10 becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a  
11 result of such direction, the Contractor may request the United States to enter into such  
12 litigation to protect the interests of the United States.

13 GENERAL OBLIGATION--BENEFITS  
14 CONDITIONED UPON PAYMENT

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

19 (b) The payment of charges becoming due hereunder is a condition precedent  
20 to receiving benefits under this contract. The United States shall not make water available to the  
21 Contractor through project facilities during any period in which the Contractor may be in arrears  
22 in the advance payment of water rates due the United States. The Contractor shall not furnish  
23 water made available pursuant to this contract for lands or parties which are in arrears in the  
24 advance payment of water rates levied or established by the Contractor.

25 COMPLIANCE WITH CIVIL RIGHTS LAWS  
26 AND REGULATIONS

27 22. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964  
28 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the  
29 Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights  
30 laws, as well as with their respective implementing regulations and guidelines imposed by the  
31 U.S. Department of the Interior and/or Bureau of Reclamation.

32 (b) These statutes require that no person in the United States shall, on the  
33 grounds of race, color, national origin, handicap, or age, be excluded from participation in, be  
34 denied the benefits of, or be otherwise subjected to discrimination under any program or activity  
35 receiving financial assistance from the Bureau of Reclamation. By executing this contract, the  
36 Contractor agrees to immediately take any measures necessary to implement this obligation,  
37 including permitting officials of the United States to inspect premises, programs, and documents.

38 (c) The Contractor makes this agreement in consideration of and for the  
39 purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other

1 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of  
2 Reclamation, including installment payments after such date on account of arrangements for  
3 Federal financial assistance which were approved before such date. The Contractor recognizes  
4 and agrees that such Federal assistance will be extended in reliance on the representations and  
5 agreements made in this Article, and that the United States reserves the right to seek judicial  
6 enforcement thereof.

7 PRIVACY ACT COMPLIANCE

8 23. (a) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a)  
9 (the Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et  
10 seq.) in maintaining landholder acreage certification and reporting records, required to be  
11 submitted to the Contractor for compliance with sections 206 and 228 of the Reclamation  
12 Reform Act of 1982 (96 Stat. 1266), and pursuant to 43 CFR 426.10.

13 (b) With respect to the application and administration of the criminal penalty  
14 provisions of the Act (5 U.S.C. 552a(i)), the Contractor and the Contractor's employees  
15 responsible for maintaining the certification and reporting records referenced in (a) above are  
16 considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).

17 (c) The Contracting Officer or a designated representative shall provide the  
18 Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau  
19 of Reclamation Federal Register Privacy Act System of Records Notice (Acreage Limitation--  
20 Interior, Reclamation-31) which govern the maintenance, safeguarding, and disclosure of  
21 information contained in the landholder's certification and reporting records.

22 (d) The Contracting Officer shall designate a full-time employee of the Bureau  
23 of Reclamation to be the System Manager who shall be responsible for making decisions on  
24 denials pursuant to 43 CFR 2.61 and 2.64 amendment requests pursuant to 43 CFR 2.72. The  
25 Contractor is authorized to grant requests by individuals for access to their own records.

26 (e) The Contractor shall forward promptly to the System Manager each  
27 proposed denial of access under 43 CFR 2.64; and each request for amendment of records filed  
28 under 43 CFR 2.71; notify the requester accordingly of such referral; and provide the System  
29 Manager with information and records necessary to prepare an appropriate response to the  
30 requester. These requirements do not apply to individuals seeking access to their own  
31 certification and reporting forms filed with the Contractor pursuant to 43 CFR 426.10, unless the  
32 requester elects to cite the Privacy Act as a basis for the request.

33 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

34 24. In addition to all other payments to be made by the Contractor pursuant to this  
35 contract, the Contractor shall pay to the United States, within sixty (60) days after receipt of a bill  
36 and detailed statement submitted by the Contracting Officer to the Contractor for such specific

1 items of direct cost incurred by the United States for work requested by the Contractor associated  
2 with this interim renewal contract plus a percentage of such direct costs for administrative and  
3 general overhead in accordance with applicable Bureau of Reclamation policy and procedures.  
4 All such amounts referred to in this Article shall not exceed the amount agreed to in writing in  
5 advance by the Contractor. This Article shall not apply to costs for routine contract  
6 administration.

### 7 WATER CONSERVATION

8 25. (a) Prior to the delivery of water provided from or conveyed through Federally  
9 constructed or Federally financed facilities pursuant to this contract, each Member Unit which  
10 has a subcontract shall be implementing an effective water conservation program based on the  
11 Member Unit's water conservation plan that has been determined by the Contracting Officer to  
12 meet the conservation and efficiency criteria established under Federal law. The water  
13 conservation program shall contain definite water conservation objectives, appropriate  
14 economically feasible water conservation measures, and time schedules for meeting those  
15 objectives.

16 (b) Should the combined amount of M&I Water delivered pursuant to  
17 subdivision (a) of Article 3 during the term of this interim renewal contract equal or exceed  
18 2,000 acre-feet, the Member Unit shall implement the Best Management Practices identified by  
19 and the time frames issued by the California Urban Water Conservation Council unless any such  
20 practice is determined by the Contracting Officer to be inappropriate for the Member Unit.

21 (c) As part of the water conservation program, the Member Unit shall develop  
22 and be implementing a tiered block water pricing program that promotes conservation and the  
23 efficient management of Project Water during the term of this contract. Such pricing program for  
24 Project Water shall take into account all relevant circumstances, including without limitation,



1 water shortages imposed under this interim renewal contract and the availability and cost of the  
2 Member Unit's and individual water user's non-Project alternative sources of supply, including  
3 ground water and other non-Project water supplies, so that the Member Unit's pricing structure  
4 provides incentives for conservation and the efficient management of overall water supply  
5 available to water users served by the Member Unit. Provided, That no such tiered block water  
6 pricing program need be implemented by the Member Unit if the Contracting Officer determines,  
7 based on information provided by the Member Unit, that (i) such a pricing structure will not  
8 result in significant conservation of water available for use within the Member Unit's service  
9 area, including ground water or (ii) other pricing program, conservation or management measures  
10 are more appropriate and/or will result in comparable or better conservation of the water supplies  
11 available within the Member Unit's boundaries. Provided further, If the Member Unit fails to, or  
12 elects not to, comply with this subdivision of Article 25, then any subsequent interim renewal  
13 contract shall contain a tiered pricing contractual provision pursuant to subsection (d) of Section  
14 3405 of the CVPIA.

15 (d) The Member Unit shall submit to the Contracting Officer by  
16 December 31, of each Calendar Year, an annual report on the status of its implementation of the  
17 water conservation program.

18 EXISTING OR ACQUIRED WATER OR WATER RIGHTS

19 26. Except as specifically provided in Article 17 of this contract, the provisions of this  
20 interim renewal contract shall not be applicable to or affect water or water rights now owned or  
21 hereafter acquired by the Contractor or any user of such water within the Contractor's Service  
22 Area from other than the United States. Any such water shall not be considered Project Water  
23 under this contract. In addition, this interim renewal contract shall not be construed as limiting

1 or curtailing any rights which the Contractor or any water user within the Contractor's Service  
2 Area acquires or has available under any other contract pursuant to the Federal Reclamation law.

3 OPERATION AND MAINTENANCE BY NON-FEDERAL ENTITY

4 27. (a) The operation and maintenance of a portion of the Canal Facilities, and  
5 responsibility for funding the costs of such operation and maintenance, has been transferred to an  
6 Operating-Non-Federal Entity by separate agreement between the United States and the  
7 Operating Non-Federal Entity. That separate agreement shall not interfere with the rights or  
8 obligations of the Contractor or the United States hereunder.

9 (b) Since the Contracting Officer has notified the Contractor in writing that  
10 the operation and maintenance of a portion of the Canal Facilities has been transferred to an  
11 Operating Non-Federal Entity, the Contractor shall pay directly to such Operating Non-Federal  
12 Entity all rates, charges, or assessments of any kind, including any assessment for reserve funds,  
13 which the Operating Non-Federal Entity determines, sets, or establishes for the operation and  
14 maintenance of the portion of the Canal Facilities operated and maintained by the Operating  
15 Non-Federal Entity, all in compliance with all provisions of Article 7 hereof. The Contractor  
16 shall also submit to the Non-Federal Entity, as fiscal agent for the Secretary, that portion of the  
17 Contractor's obligation to the United States for its allocated share of the Project construction  
18 costs and its allocated share of the remaining operation and maintenance costs for the Project.

19 (c) Because of the transfer of operation and maintenance of the Canal  
20 Facilities to an Operating Non-Federal Entity, the Contracting Officer shall adjust accordingly  
21 the portions of the Rates for water under this Contract representing operation and maintenance  
22 costs of the Canal Facilities that the Operating Non-Federal Entity assesses and collects directly.

23 (d) In the event the operation and maintenance of the portion of the Canal  
24 Facilities transferred to the Operating Non-Federal Entity is reassumed by the United States

1 during the term of this contract, the Contracting Officer shall so notify the Contractor, in writing,  
2 and present to the Contractor a revised Exhibit B which shall include the portion of the Rates for  
3 water under this contract representing the operation and maintenance costs of the portion of the  
4 Canal Facilities which has been reassumed. The Contractor shall thereafter, and in the absence  
5 of written notification from the Contracting Officer to the contrary, pay the Rates specified in the  
6 revised Exhibit B directly to the United States, in compliance with Article 7 herein.

7 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

13 BOOKS RECORDS AND REPORTS

14 29. The Contractor shall establish and maintain accounts and other books and records  
15 pertaining to administration of the terms and conditions of this contract, including: the  
16 Contractor's financial transactions, water supply data, and Project land and right-of-way  
17 agreements; the water users' land-use (crop census), landownership, land-leasing and water use  
18 data; and other matters that the Contracting Officer may require. Reports thereon shall be  
19 furnished to the Contracting Officer in such form and on such date or dates as the Contracting  
20 Officer may require. Subject to applicable Federal laws and regulations, each party to this  
21 contract shall have the right during office hours to examine and make copies of the other party's  
22 books and records relating to matters covered by this contract.

23 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

24 30. (a) The provisions of this contract shall apply to and bind the successors and  
25 assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest  
26 therein shall be valid until approved in writing by the Contracting Officer.

27 (b) The assignment of any right or interest in this interim renewal contract by  
28 either party shall not interfere with the rights or obligations of the other party to this interim  
29 renewal contract absent the written concurrence of said other party.

1 SEVERABILITY

2 31. In the event that a person or entity who is neither (i) a party to a Project interim  
3 renewal contract, nor (ii) a person or entity that receives Project Water from a party to a Project  
4 interim renewal contract, nor (iii) an association or other form of organization whose primary  
5 function is to represent parties to Project interim renewal contracts, brings an action in a court of  
6 competent jurisdiction challenging the legality or enforceability of a provision included in this  
7 interim renewal contract and said person, entity, association, or organization obtains a final court  
8 decision holding that such provision is legally invalid or unenforceable and the Contractor has  
9 not intervened in that lawsuit in support of the plaintiff(s), the parties to this interim renewal  
10 contract shall use their best efforts to (i) within thirty (30) days of the date of such final court  
11 decision identify by mutual agreement the provisions in this interim renewal contract which must  
12 be revised, and (ii) within three (3) months thereafter promptly agree on the appropriate  
13 revision(s). The time periods specified above may be extended by mutual agreement of the  
14 parties. Pending the completion of the actions designated above, to the extent it can do so  
15 without violating any applicable provisions of law, the United States shall continue to make the  
16 quantities of Project Water specified in this interim renewal contract available to the Contractor  
17 pursuant to the provisions of this interim renewal contract which were not found to be legally  
18 invalid or unenforceable in the final court decision.

19 OFFICIALS NOT TO BENEFIT

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

23 CHANGES IN CONTRACTOR'S BOUNDARIES

24 33. While this contract is in effect, no change may be made in the Contractor's  
25 boundaries, by inclusion or exclusion of lands, dissolution, consolidation, merger or otherwise,  
26 except upon the Contracting Officer's written consent.

1 NOTICES

2 34. Any notice, demand, or request authorized or required by this contract shall be  
3 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or  
4 delivered to the Area Manager, Bureau of Reclamation, Northern California Area Office, 16349  
5 Shasta Dam Boulevard, Shasta Lake, California 96019-8400 and on behalf of the United States,  
6 when mailed, postage prepaid, or delivered to the Board of Supervisors of the County of Colusa,  
7 546 Jay Street, Colusa, California 95932. The designation of the addressee or the address may be  
8 changed by notice given in the same manner as provided in this Article for other notices.

9 CONTRACTS WITH MEMBER UNITS--RESALE OF WATER

10 35. The Contractor may enter into subcontracts with Member Units for the resale and  
11 distribution of water furnished pursuant to this contract within the Contractor's Service Area.  
12 Each such Member Unit subcontract shall be subject to the obligations and limitations imposed,  
13 and to the rights granted, by this contract and shall so provide. The terms and conditions of each  
14 Member Unit's subcontract shall be approved by the Contracting Officer prior to the execution of  
15 such Member Unit subcontract, which approval shall be limited to a determination that the  
16 subcontract is consistent with the provisions of this contract. Nothing herein or therein contained  
17 shall be deemed in any way to release the Contractor from its primary liability to the United  
18 States hereunder with respect to each and all of the obligations undertaken by the Contractor in  
19 this contract.

1 IN WITNESS WHEREOF, the parties hereto have executed this interim renewal contract as of  
2 the day and year first above written.

3 THE UNITED STATES OF AMERICA COUNTY OF COLUSA

4 By: /s/ Lowell F. Ploss  
5 Acting Regional Director  
6 Mid-Pacific Region  
7 Bureau of Reclamation

By: /s/ David G. Womble  
Chairman

8 Attest:

9 /s/ Amy M. Gwinney  
10 Secretary

11 (SEAL)

APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY  
  
/s/ James E. Turner  
  
OFFICE OF REGIONAL SOLICITOR  
DEPARTMENT OF THE INTERIOR