

SUBCONTRACT BETWEEN THE COUNTY OF COLUSA  
AND THE MYERS-MARSH MUTUAL WATER COMPANY  
PROVIDING FOR RESALE OF WATER UNDER CONTRACT BETWEEN  
THE UNITED STATES OF AMERICA AND THE COUNTY OF COLUSA

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1           “The Contractor [the County] may enter into subcontracts with Member Units for the  
2 resale and distribution of water furnished pursuant to this Contract within the Contractor’s  
3 Service Area. Each such Member Unit subcontract shall be subject to the obligations and  
4 limitations imposed, and to the rights granted, by this Contract and shall so provide. The terms  
5 and conditions of each Member Unit’s subcontract shall be approved by the Contracting Officer  
6 prior to the execution of such Member Unit subcontract, which approval shall be limited to a  
7 determination that the subcontract is consistent with the provisions of this Contract. Nothing  
8 herein or therein contained shall be deemed in any way to release the Contractor from its primary  
9 liability to the United States hereunder with respect to each and all of the obligations undertaken  
10 by the Contractor in this Contract.”; and

11           [4<sup>th</sup>] WHEREAS, the Member Unit is a mutual water company within the County’s  
12 service area organized for the purpose of obtaining a water supply from the Tehama-Colusa  
13 Canal and is eligible to enter into a subcontract within the meaning of Article 39 of the Master  
14 Contract; and

15           [5<sup>th</sup>] WHEREAS, the Member Unit and the County have previously entered into and  
16 performed under subcontracts between them for the resale and delivery by the County to  
17 Member Unit of up to 255 acre-feet annually of Central Valley Project Water that the County  
18 had rights to receive under its prior Master Contract with the United States (Contract  
19 No. 14-06-200-8310A), dated November 18, 1975, and the interim renewal contracts related  
20 thereto; and

21           [6<sup>th</sup>] WHEREAS, there is a present and potential need for water in the amount of 255  
22 acre-feet annually for irrigation and/or municipal and industrial purposes within the boundaries of

1 the Member Unit, and that such a water supply to meet these present and potential needs can be  
2 made available by and through the works constructed by the United States; and

3 [7<sup>th</sup>] WHEREAS, upon motion duly made and seconded, the Board of Supervisors of  
4 the County voted unanimously, at a regular meeting thereof on January 15, 1980, to approve the  
5 resale to the Member Unit by subcontract of 255 acre-feet of the County's annual entitlement of  
6 20,000 acre-feet of water pursuant to the Master Contract, subject to the prior approval of the  
7 Contracting Officer as defined in the Master Contract; and

8 [8<sup>th</sup>] WHEREAS, said Contracting Officer has given advance consent to and approval  
9 of the form, terms, and conditions of the Subcontract between the County and the Member Unit.

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

12 INCORPORATION OF TERMS OF MASTER CONTRACT

13 1. This Subcontract is entered into pursuant to Article 39 of the Master Contract and  
14 subject to the terms, conditions, obligations, and limitations imposed by the Master Contract  
15 unless specifically provided to the contrary herein.

16 RESALE OF WATER

17 2. The County hereby resells to the Member Unit a quantity of water up to  
18 255 acre-feet of the 20,000 acre-feet of water to which the County is annually entitled pursuant  
19 to Article 3 of the Master Contract. The Member Unit will not be liable to the County for  
20 administrative or other charges in connection with said resale of water.

1                   POINTS OF DELIVERY--OPERATION AND MAINTENANCE  
2                   OF PUMPING PLANTS BY MEMBER UNITS

3           3.       The water to be furnished to the Member Unit pursuant to this Subcontract shall  
4 be delivered in the canal system of Glenn-Colusa Irrigation District and will be discharged in the  
5 Member Unit’s facilities through an existing irrigation outlet.

6                   ASSUMPTION OF ADMINISTRATIVE RESPONSIBILITIES BY MEMBER UNIT

7           4.       The Member Unit, rather than the County, shall perform the following  
8 administrative responsibilities with respect to the resale of water pursuant to this Subcontract:

9                   (a)       The Member Unit shall submit water use schedules to the United States in  
10 the manner provided for in Article 4 of the Master Contract;

11                   (b)       The Member Unit shall make payment, on behalf of the County, to the  
12 United States for water furnished pursuant to the Subcontract and in the manner and at the rates  
13 provided for in Article 7 of the Master Contract. The County shall return to the Member Unit  
14 any refund resulting from adjustments pursuant to Article 7 of the Master Contract.

15                   (c)       The Member Unit, on behalf of the County, shall pay interest on  
16 delinquent payment for water furnished pursuant to this Subcontract in the manner provided for  
17 in Article 20 of the Master Contract.

18                   (d)       The Member Unit, on behalf of the County, shall establish and maintain  
19 the books, records, and reports pertaining to the Member Unit’s financial transactions, land use  
20 and crop census, water use, and other matters in the manner provided in Article 30 of the Master  
21 Contract.

22                   TERM OF SUBCONTRACT

23           5.       The term of this Subcontract shall be the same as the term of the Master Contract.





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OFFICIALS NOT TO BENEFIT

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

CONFIRMATION OF SUBCONTRACT

13. The Member Unit, upon execution of this Subcontract, shall promptly secure a final decree of the proper court of the State of California, if appropriate, approving and confirming this Subcontract and decreeing and adjudging it and the apportionment of the benefits made thereunder to be lawful, valid, and binding on the Member Unit. The Member Unit shall furnish to the County and the United States a certified copy of such decree and pertinent supporting records or a document describing why securing such a decree was unnecessary.

AMENDMENTS OF MASTER CONTRACT

14. The County and the Member Unit agree that neither party will take any action, without the prior written consent of the other party, which would result in an amendment to the Master Contract or this Subcontract which would increase the rates of payment for or the amount of water furnished pursuant thereto.



