

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

LONG-TERM RENEWAL CONTRACT BETWEEN THE UNITED STATES
AND
COUNTY OF COLUSA
PROVIDING FOR PROJECT WATER SERVICE TO THE TOWN OF STONYFORD
FROM THE BLACK BUTTE PROJECT

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Exhibit A - Map of Contractor's Service Area

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1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 Central Valley Project, California

5 LONG-TERM RENEWAL CONTRACT BETWEEN THE UNITED STATES
6 AND
7 COUNTY OF COLUSA
8 PROVIDING FOR PROJECT WATER SERVICE TO THE TOWN OF STONYFORD
9 FROM THE BLACK BUTTE PROJECT

10 THIS CONTRACT, made this 25th day of February, 2005, in
11 pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
12 supplementary thereto, including, but not limited to, the Acts of August 26, 1937 (50 Stat. 844),
13 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
14 July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263),
15 October 27, 1986 (100 Stat. 3050), as amended, and Title XXXIV of the Act of October 30, 1992
16 (106 Stat. 4706), all collectively hereinafter referred to as Federal Reclamation law, between
17 THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, and
18 COUNTY OF COLUSA, hereinafter referred to as the Contract, a political subdivision of the
19 State of California, duly organized, existing, and acting pursuant to the laws thereof;

20 WITNESSETH, That:

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EXPLANATORY RECITALS

[1st] WHEREAS, the United States has constructed and is operating the Central Valley Project (Project), California, for diversion, storage, carriage, distribution and beneficial use, for flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and restoration, generation and distribution of electric energy, salinity control, navigation and other beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries; and

[1.1] WHEREAS, the United States constructed the Orland Project which is being operated by the Orland Unit Water Users' Association pursuant to Contract No. 14-06-200-3502 dated August 26, 1954, as amended by the contract dated August 24, 1960; and

[2nd] WHEREAS, the United States constructed the Black Butte Dam and Reservoir which were integrated into the Project and which will be used in part for the furnishing of water to the Contractor pursuant to the terms of this Contract; and

[2.1] WHEREAS, the water rights of all lands and the use thereof within the watershed of Stony Creek and its tributaries were adjudicated by the U.S. District Court for the Northern District of California, Second Division in the United States of America, v. H.C. Angle, et al., Equity No. 30, hereinafter referred to as the Angle Decree and said rights are administered by said courts; and

[2.2] WHEREAS, the Contractor has obtained from the State of California Water Resources Control Board (SWRCB) a Permit 20308 pursuant to "Application No. 27382 to Appropriate Unappropriated Water." hereinafter referred to as Permit 20308, to appropriate water by pumping water from the underflow of Stony Creek on the condition, among others, that such diversion of water is allowed only so long as a water exchange contract between the Contractor and the United States is in effect; and

45 [2.3] WHEREAS, the United States is willing to make water stored in Black Butte
46 Reservoir available to the Contractor below the confluence of Little Stony Creek and Stony
47 Creek from the East Park Reservoir of the Orland Project pursuant to the exchange Contract
48 No. 14-06-200-1020A, dated June 26, 1964, between the United States and the Orland Unit
49 Water Users' Association; and

50 [2.4] WHEREAS, the United States and the County of Colusa recognize that no water
51 is physically made available under this Contract in the reach of Stony Creek between the
52 confluence of Little Stony Creek and Stony Creek and the point of diversion under Permit
53 20308; and

54 [3rd] WHEREAS, the rights to Project Water were acquired by the United States
55 pursuant to California law for operation of the Project; and

56 [4th] WHEREAS, the Contractor and the United States entered into Contract
57 No. 4-07-20-W0348, which established terms for the delivery to the Contractor of Project Water
58 from the Black Butte Project from February 14, 1984, through February 13, 2024, hereinafter
59 referred to as the "Existing Contract," and

60 [5th] WHEREAS, the United States and the Contractor have, pursuant to subsection
61 3404(c)(3) of the Central Valley Project Improvement Act (CVPIA), subsequently entered into a
62 binding agreement identified as Binding Agreement No. 4-07-20-W0348-BA, which sets out the
63 terms pursuant to which the Contractor agreed to renew the Existing Contract before its
64 expiration date after completion of a programmatic environmental impact statement and other
65 appropriate environmental documentation and negotiation of a renewal contract, and which also
66 sets out the consequences of a subsequent decision not to renew; and

67 [6th] WHEREAS, Section 3404(c) of the CVPIA provides for long-term renewal of the
68 Existing Contract following completion of appropriate environmental documentation, including a
69 programmatic environmental impact statement (PEIS) pursuant to the National Environmental

70 Policy Act (NEPA), analyzing the direct and indirect impacts and benefits of implementing the
71 CVPIA and the potential renewal of all existing contracts for Project Water; and

72 [7th] WHEREAS, the United States has completed the PEIS and all other appropriate
73 environmental review necessary to provide for long-term renewal of the Existing Contract; and

74 [8th] WHEREAS, the Contractor has requested the long-term renewal of the Existing
75 Contract, pursuant to the terms of the Existing Contract, Federal Reclamation law, and the laws
76 of the State of California, for water service from the Project; and

77 [9th] WHEREAS, the United States has determined that the Contractor has fulfilled all
78 of its obligations under the Existing Contract; and

79 [10th] WHEREAS, the Contractor has demonstrated to the satisfaction of the
80 Contracting Officer that the Contractor has utilized the Project Water supplies available to it for
81 reasonable and beneficial use and, based upon a needs analysis cooperatively prepared by the
82 Contracting Officer and the Contractor, has demonstrated projected future demand for water use
83 that exceeds the Contract Total to be made available to it pursuant to this Contract; and

84 [11th] WHEREAS, water obtained from the Project has been relied upon by urban and
85 agricultural areas within California for more than 50 years, and is considered by the Contractor
86 as an essential portion of its water supply; and

87 [12th] WHEREAS, the economies of regions within the Project, including the
88 Contractor's, depend upon the continued availability of water, including water service from the
89 Project; and

90 [13th] WHEREAS, the Secretary intends through coordination, cooperation, and
91 partnerships to pursue measures to improve water supply, water quality, and reliability of the
92 Project for all Project purposes; and

93 [14th] WHEREAS, the mutual goals of the United States and the Contractor include: to
94 provide for reliable Project Water supplies; to control costs of those supplies; to achieve
95 repayment of the Project as required by law; to guard reasonably against Project Water

96 shortages; to achieve a reasonable balance among competing demands for use of Project Water;
97 and to comply with all applicable environmental statutes, all consistent with the legal obligations
98 of the United States relative to the Project; and

99 [15th] WHEREAS, the parties intend by this Contract to develop a more cooperative
100 relationship in order to achieve their mutual goals; and

101 [16th] WHEREAS, the United States and the Contractor are willing to enter into this
102 Contract pursuant to Federal Reclamation law on the terms and conditions set forth below;

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

105 DEFINITIONS

106 1. When used herein unless otherwise distinctly expressed, or manifestly
107 incompatible with the intent of the parties as expressed in this Contract, the term:

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

110 (b) "Charges" shall mean the payments required by Federal Reclamation law
111 in addition to the Rates and Tiered Pricing Component specified in this Contract as determined
112 annually by the Contracting Officer pursuant to this Contract;

113 (c) "Condition of Shortage" shall mean a condition respecting the Project
114 during any Year such that the Contracting Officer is unable to deliver sufficient water to meet the
115 Contract Total;

116 (d) "Contracting Officer" shall mean the Secretary of the Interior's duly
117 authorized representative acting pursuant to this Contract or applicable Federal Reclamation law
118 or regulation;

119 (e) "Contract Total" shall mean the maximum amount of water to which the
120 Contractor is entitled under subdivision (a) of Article 3 of this Contract;

121 (f) "Contractor's Service Area" shall mean the area to which the Contractor is
122 permitted to provide Project Water under this Contract as described in Exhibit "A" attached
123 hereto, which may be modified from time to time in accordance with Article 35 of this Contract
124 without amendment of this Contract;

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

127 (h) Omitted;

128 (i) Omitted;

129 (j) "Full Cost Rate" shall mean an annual rate as determined by the
130 Contracting Officer that shall amortize the expenditures for construction properly allocable to the
131 Project irrigation or M&I functions, as appropriate, of facilities in service including all O&M
132 deficits funded, less payments, over such periods as may be required under Federal Reclamation
133 law, or applicable contract provisions. Interest will accrue on both the construction expenditures
134 and funded O&M deficits from October 12, 1982, on costs outstanding at that date, or from the
135 date incurred in the case of costs arising subsequent to October 12, 1982, and shall be calculated
136 in accordance with subsections 202(3)(B) and (3)(C) of the Reclamation Reform Act of
137 October 12, 1982 (96 Stat. 1263), as amended, hereinafter referred to as RRA. The Full Cost
138 Rate includes actual operation, maintenance, and replacement costs consistent with Section 426.2
139 of the Rules and Regulations for the RRA;

140 (k) Omitted;

141 (l) Omitted;

142 (m) Omitted;

143 (n) Omitted;

144 (o) "Municipal and Industrial (M&I) Water" shall mean Project Water made
145 available to the Contractor for purposes other than the commercial production of agricultural
146 crops or livestock;

147 (p) "M&I Full Cost Water Rate" shall mean the Full Cost Rate applicable to
148 the delivery of M&I Water;

149 (q) "Operation and Maintenance" or "O&M" shall mean normal and
150 reasonable care, control, operation, repair, replacement (other than capital replacement), and
151 maintenance of Project facilities;

152 (r) Omitted;

153 (s) "Project" shall mean the Central Valley Project owned by the United
154 States and managed by the Department of the Interior, Bureau of Reclamation;

155 (t) "Project Contractors" shall mean all parties who have water service
156 contracts for Project Water from the Project with the United States pursuant to Federal
157 Reclamation law;

158 (u) "Project Water" shall mean all water, including water stored in Black
159 Butte Reservoir and made available from East Park Reservoir of the Orland Project to be
160 furnished below the confluence of Little Stony Creek and Stony Creek to downstream water
161 users to replace their water right entitlement water diverted upstream by the Contractor, that is
162 developed, diverted, stored, or delivered by the Secretary in accordance with the statutes
163 authorizing the Project and in accordance with the terms and conditions of water rights acquired
164 pursuant to California law;

165 (v) "Rates" shall mean the payments determined annually by the Contracting
166 Officer in accordance with the then-current applicable water ratesetting policies for the Project,
167 as described in subdivision (a) of Article 7 of this Contract;

168 (w) "Recent Historic Average" shall mean the most recent five-year average of
169 the final forecast of Water Made Available to the Contractor pursuant to this Contract or its
170 preceding contract(s);

171 (x) "Secretary" shall mean the Secretary of the Interior, a duly appointed
172 successor, or an authorized representative acting pursuant to any authority of the Secretary and
173 through any agency of the Department of the Interior;

174 (y) "Tiered Pricing Component" shall be the incremental amount to be paid
175 for each acre-foot of Water Delivered as described in subdivision (j) of Article 7 of this Contract;

176 (z) "Water Delivered" or "Delivered Water" shall mean Project Water
177 diverted for use by the Contractor at the point(s) of delivery approved by the Contracting
178 Officer;

179 (aa) "Water Made Available" shall mean the estimated amount of Project
180 Water that can be delivered to the Contractor for the upcoming Year as declared by the
181 Contracting Officer, pursuant to subdivision (a) of Article 4 of this Contract;

182 (bb) "Water Scheduled" shall mean Project Water made available to the
183 Contractor for which times and quantities for delivery have been established by the Contractor
184 and Contracting Officer, pursuant to subdivision (b) of Article 4 of this Contract; and

185 (cc) "Year" shall mean the period from and including March 1 of each
186 Calendar Year through the last day of February of the following Calendar Year.

187 TERM OF CONTRACT

188 2. (a) This Contract shall be effective March 1, 2005, through February 28,
189 2045, and supersedes the Existing Contract. In the event the Contractor wishes to renew this
190 Contract beyond February 28, 2045, the Contractor shall submit a request for renewal in writing
191 to the Contracting Officer no later than two years prior to the date this Contract expires.

192 (b) Omitted.

193 (c) This Contract shall be renewed for successive periods of up to 40 years
194 each, which periods shall be consistent with then-existing Reclamation-wide policy, under terms
195 and conditions mutually agreeable to the parties and consistent with Federal and State law. The
196 Contractor shall be afforded the opportunity to comment to the Contracting Officer on the

197 proposed adoption and application of any revised policy applicable to the delivery of M&I Water
198 that would limit the term of any subsequent renewal contract with the Contractor for the
199 furnishing of M&I Water to less than 40 years.

200 (d) The Contracting Officer shall make a determination ten years after the
201 date of execution of this Contract, and every five years thereafter during the term of this
202 Contract, of whether a conversion to a contract under said subsection (c)(1) of Section 9 of the
203 Reclamation Project Act of 1939 can be accomplished. The Contracting Officer anticipates that
204 during the term of this Contract, all authorized Project construction expected to occur will have
205 occurred, and on that basis the Contracting Officer agrees upon such completion to allocate all
206 costs that are properly assignable to the Contractor, and agrees further that, at any time after such
207 allocation is made, and subject to satisfaction of the condition set out in this subdivision, this
208 Contract shall, at the request of the Contractor, be converted to a contract under said subsection
209 9(c)(1), subject to applicable Federal law and under stated terms and conditions mutually
210 agreeable to the Contractor and the Contracting Officer. A condition for such conversion to
211 occur shall be a determination by the Contracting Officer that, account being taken of the amount
212 credited to return by the Contractor as provided for under Federal Reclamation law, the
213 remaining amount of construction costs assignable for ultimate return by the Contractor can
214 probably be repaid to the United States within the term of a contract under said subsection
215 9(c)(1). If the remaining amount of costs that are properly assignable to the Contractor cannot be
216 determined during the term of this Contract, the Contracting Officer shall notify the Contractor,
217 and provide the reason(s) why such a determination could not be made. Further, the Contracting
218 Officer shall make such a determination as soon thereafter as possible so as to permit, upon
219 request of the Contractor and satisfaction of the condition set out above, conversion to a contract

220 under said subsection 9(c)(1). In the event such determination of costs has not been made at a
221 time which allows conversion of this Contract during the term of this Contract or the Contractor
222 has not requested conversion of this Contract within such term, the parties shall incorporate in
223 any subsequent renewal contract as described in subdivision (c) of this Article a provision that
224 carries forth in substantially identical terms the provisions of this subdivision.

225 (e) The Contractor recognizes that this Contract is subject to the terms and
226 conditions of Contract No. 14-06-200-1020A, between the United States and the Orland Unit
227 Water Users' Association. In the event that Contract No. 14-06-200-1020A is terminated, this
228 Contract shall also be considered terminated.

229 WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTOR

230 3. (a) During the term of this Contract, consistent with all applicable State water
231 rights, permits, and licenses, Federal law, and subject to the provisions set forth in Articles 11
232 and 12 of this Contract, the Contracting Officer shall make available for delivery to the
233 Contractor a maximum of 40 acre-feet of Project Water annually for M&I purposes; Provided,
234 That the Contracting Officer shall not be obligated to deliver more than ten acre-feet of Project
235 Water annually until Permit 20308 is amended or modified by the SWRCB to allow delivery of
236 more than ten acre-feet of Project Water. Upon such amendment or modification, the Contractor
237 may request, and the Contracting Officer shall be obligated to deliver to the Contractor such
238 additional amounts of Project Water, up to the above-stated Contractor's maximum entitlement
239 as authorized by the SWRCB; Provided, further, That the requirements of Federal law, if any,
240 which apply to the delivery and use of such additional quantities of Project Water have been met.
241 Water Delivered to the Contractor in accordance with this subdivision shall be scheduled and
242 paid for pursuant to the provisions of Articles 4 and 7 of this Contract. Water Made Available
243 pursuant to this Contract shall be released by the United States from East Park Reservoir in Little
244 Stony Creek, when necessary to replace the water under the prior rights of downstream users
245 below the confluence of Little Stony Creek and Stony Creek when the Contractor is diverting

246 water pursuant to Permit 20308. Water Made Available under this Contract is not available for
247 sale or other method of disposal by the Contractor.

248 (b) Because the capacity of the Project to deliver Project Water has been
249 constrained in recent years and may be constrained in the future due to many factors including
250 hydrologic conditions and implementation of Federal and State laws, the likelihood of the
251 Contractor actually receiving the amount of Project Water set out in subdivision (a) of this
252 Article in any given Year is uncertain. The Contracting Officer's modeling referenced in the
253 PEIS projected that the Contract Total set forth in this Contract will not be available to the
254 Contractor in many years. During the most recent five years, the Recent Historic Average of
255 water made available to the Contractor was nine acre-feet. Nothing in subdivision (b) of this
256 Article shall affect the rights and obligations of the parties under any provision of this Contract.

257 (c) The Contractor shall utilize the Project Water in accordance with all
258 applicable legal requirements.

259 (d) The Contractor shall make reasonable and beneficial use of all water
260 furnished pursuant to this Contract. Groundwater recharge programs (direct, indirect, or in lieu),
261 groundwater banking programs, surface water storage programs, and other similar programs
262 utilizing Project Water or other water furnished pursuant to this Contract conducted within the
263 Contractor's Service Area which are consistent with applicable State law and result in use
264 consistent with Federal Reclamation law will be allowed; Provided, That any direct recharge
265 program(s) is (are) described in the Contractor's water conservation plan submitted pursuant to
266 Article 26 of this Contract; Provided, further, That such water conservation plan demonstrates
267 sufficient lawful uses exist in the Contractor's Service Area so that using a long-term average,
268 the quantity of Delivered Water is demonstrated to be reasonable for such uses and in
269 compliance with Federal Reclamation law. Groundwater recharge programs, groundwater
270 banking programs, surface water storage programs, and other similar programs utilizing Project
271 Water or other water furnished pursuant to this Contract conducted outside the Contractor's

272 Service Area may be permitted upon written approval of the Contracting Officer, which approval
273 will be based upon environmental documentation, Project Water rights, and Project operational
274 concerns. The Contracting Officer will address such concerns in regulations, policies, or
275 guidelines.

276 (e) The Contractor shall comply with requirements applicable to the
277 Contractor in biological opinion(s) prepared as a result of a consultation regarding the execution
278 of this Contract undertaken pursuant to Section 7 of the Endangered Species Act of 1973 (ESA),
279 as amended, that are within the Contractor's legal authority to implement. The Existing
280 Contract, which evidences in excess of 19 years of diversions for M&I purposes of the quantities
281 of water provided in subdivision (a) of Article 3 of this Contract, will be considered in
282 developing an appropriate baseline for biological assessment(s) prepared pursuant to the ESA,
283 and any other needed environmental review. Nothing herein shall be construed to prevent the
284 Contractor from challenging or seeking judicial relief in a court of competent jurisdiction with
285 respect to any biological opinion or other environmental documentation referred to in this
286 Article.

287 (f) Omitted.

288 (g) Omitted.

289 (h) The Contractor's right pursuant to Federal Reclamation law and applicable
290 State law to the reasonable and beneficial use of Water Delivered pursuant to this Contract
291 during the term thereof and any subsequent renewal contracts, as described in Article 2 of this
292 Contract, during the terms thereof shall not be disturbed so long as the Contractor shall fulfill all
293 of its obligations under this Contract and any renewals thereof. Nothing in the preceding
294 sentence shall affect the Contracting Officer's ability to impose shortages under Article 11 or
295 subdivision (b) of Article 12 of this Contract or applicable provisions of any subsequent renewal
296 contracts.

297 (i) Project Water furnished to the Contractor pursuant to this Contract may be
298 delivered for other than M&I purposes upon written approval by the Contracting Officer in
299 accordance with the terms and conditions of such approval.

300 (j) The Contracting Officer shall make reasonable efforts to protect the water
301 rights necessary for the Project and to provide the water available under this Contract. The
302 Contracting Officer shall not object to participation by the Contractor, in the capacity and to the
303 extent permitted by law, in administrative proceedings related to the Project Water rights;
304 Provided, That the Contracting Officer retains the right to object to the substance of the
305 Contractor's position in such a proceeding; Provided further, That in such proceedings the
306 Contracting Officer shall recognize the Contractor has a legal right under the terms of this
307 Contract to use Project Water.

308 TIME FOR DELIVERY OF WATER

309 4. (a) On or about February 20 of each Calendar Year, the Contracting Officer
310 shall announce the Contracting Officer's expected declaration of the Water Made Available.
311 Such declaration will be expressed in terms of both Water Made Available and the Recent
312 Historic Average and will be updated monthly, and more frequently if necessary, based on then-
313 current operational and hydrologic conditions and a new declaration with changes, if any, to the
314 Water Made Available will be made. The Contracting Officer shall provide forecasts of Project
315 operations and the basis of the estimate, with relevant supporting information, upon the written
316 request of the Contractor. Concurrently with the declaration of the Water Made Available, the
317 Contracting Officer shall provide the Contractor with the updated Recent Historic Average.

318 (b) On or before each March 1 and at such other times as necessary, the
319 Contractor shall submit to the Contracting Officer a written schedule, satisfactory to the
320 Contracting Officer, showing the monthly quantities of Project Water to be delivered by the
321 United States to the Contractor pursuant to this Contract for the Year commencing on such

322 March 1. The Contracting Officer shall use all reasonable means to deliver Project Water
323 according to the approved schedule for the Year commencing on such March 1.

324 (c) The Contractor shall not schedule Project Water in excess of the quantity
325 of Project Water the Contractor intends to put to reasonable and beneficial use within the
326 Contractor's Service Area.

327 (d) Subject to the conditions set forth in subdivision (a) of Article 3 of this
328 Contract, the United States shall deliver Project Water to the Contractor in accordance with the
329 initial schedule submitted by the Contractor pursuant to subdivision (b) of this Article, or any
330 written revision(s), satisfactory to the Contracting Officer, thereto submitted within a reasonable
331 time prior to the date(s) on which the requested change(s) is/are to be implemented.

332 POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

333 5. (a) The Contractor intends to divert ten acre-feet of Project Water during the
334 period September 15 of each Year to April 15 of the succeeding Year from wells near the
335 community of Stonyford pursuant to Permit 20308.

336 (b) The Contracting Officer or other appropriate entity as designated by the
337 Contracting Officer (hereinafter referred to as the "Other Appropriate Entity") shall make all
338 reasonable efforts to maintain sufficient levels of water in Black Butte Reservoir and East Park
339 Reservoir to deliver Project Water to the Contractor.

340 (c) Omitted.

341 (d) Water diverted by the Contractor from its wells near the community of
342 Stonyford pursuant to Permit 20308 shall be measured and recorded with equipment furnished,
343 installed, operated, and maintained by the Contractor at or near the wells. Upon the request of
344 either party to this Contract, the Contracting Officer shall investigate the accuracy of such
345 measurements and shall take any necessary steps to adjust any errors appearing therein. For any
346 period of time when accurate measurements have not been made, the Contracting Officer shall

347 consult with the Contractor prior to making a final determination of the quantity delivered for
348 that period of time.

349 (e) (1) The construction, operation, and maintenance of all tunnels,
350 pipelines, pumps, canals, storage tanks, distribution lines, and other facilities required to divert,
351 measure, convey, and distribute water and the expense thereof shall be the responsibility of the
352 Contractor.

353 (2) The Contracting Officer shall not be responsible for the control,
354 carriage, handling, use, disposal, or distribution of Water Delivered to the Contractor pursuant to
355 this Contract beyond the delivery points specified in subdivision (a) of this Article. The
356 Contractor shall indemnify the United States, its officers, employees, agents, and assigns on
357 account of damage or claim of damage of any nature whatsoever for which there is legal
358 responsibility, including property damage, personal injury, or death arising out of or connected
359 with the control, carriage, handling, use, disposal, or distribution of such Water Delivered
360 beyond such delivery points, except for any damage or claim arising out of (i) acts or omissions
361 of the Contracting Officer or any of its officers, employees, agents, or assigns, with the intent of
362 creating the situation resulting in any damage or claim, (ii) willful misconduct of the Contracting
363 Officer or any of its officers, employees, agents, or assigns, (iii) negligence of the Contracting
364 Officer or any of its officers, employees, agents, or assigns, or (iv) damage or claims resulting
365 from a malfunction of facilities owned and/or operated by the United States.

366 MEASUREMENT OF WATER WITHIN THE CONTRACTOR'S SERVICE AREA

367 6. (a) The Contractor has established a measuring program satisfactory to the
368 Contracting Officer. The Contractor shall ensure that water delivered for M&I purposes is
369 measured at each M&I service connection. The water measuring devices or water measuring
370 methods of comparable effectiveness must be acceptable to the Contracting Officer. The
371 Contractor shall be responsible for installing, operating, and maintaining and repairing all such
372 measuring devices and implementing all such water measuring methods at no cost to the

373 United States. The Contractor shall use the information obtained from such water measuring
374 devices or water measuring methods to ensure its proper management of the water, to bill water
375 users for water delivered by the Contractor; and, if applicable, to record water delivered for M&I
376 purposes by customer class as defined in the Contractor's water conservation plan provided for
377 in Article 26 of this Contract. Nothing herein contained, however, shall preclude the Contractor
378 from establishing and collecting any charges, assessments, or other revenues authorized by
379 California law. The Contractor shall include a summary of all its annual water deliveries in the
380 annual report described in subdivision (c) of Article 26.

381 (b) To the extent the information has not otherwise been provided, upon
382 execution of this Contract, the Contractor shall provide to the Contracting Officer a written
383 report describing the measurement devices or water measuring methods being used or to be used
384 to implement subdivision (a) of this Article and identifying the M&I service connections or
385 alternative measurement programs approved by the Contracting Officer, at which such
386 measurement devices or water measuring methods are being used, and, if applicable, identifying
387 the locations at which such devices and/or methods are not yet being used including a time
388 schedule for implementation at such locations. The Contracting Officer shall advise the
389 Contractor in writing within 60 days as to the adequacy and necessary modifications, if any, of
390 the measuring devices or water measuring methods identified in the Contractor's report and if the
391 Contracting Officer does not respond in such time, they shall be deemed adequate. If the
392 Contracting Officer notifies the Contractor that the measuring devices or methods are
393 inadequate, the parties shall within 60 days following the Contracting Officer's response,
394 negotiate in good faith the earliest practicable date by which the Contractor shall modify said
395 measuring devices and/or measuring methods as required by the Contracting Officer to ensure
396 compliance with subdivision (a) of this Article.

397 (c) All new water delivery systems installed within the Contractor's Service
398 Area after the effective date of this Contract shall also comply with the measurement provisions
399 described in subdivision (a) of this Article.

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

403 (e) The Contractor shall inform the Contracting Officer on or before the 10th
404 calendar day of each month of the quantity of M&I Water taken during the preceding month.

405 RATES AND METHOD OF PAYMENT FOR WATER

406 7. (a) The Contractor shall pay the United States as provided in this Article for
407 all Delivered Water at Rates, Charges, and the Tiered Pricing Component established in
408 accordance with (i) the Secretary's then-existing ratesetting policy for M&I Water. Such
409 ratesetting policy shall be amended, modified, or superseded only through a public notice and
410 comment procedure; (ii) applicable Federal Reclamation law and associated rules and
411 regulations, or policies; and (iii) other applicable provisions of this Contract. Payments shall be
412 made by cash transaction, electronic funds transfer, or any other mechanism as may be agreed to
413 in writing by the Contractor and the Contracting Officer. The Rates, Charges, and Tiered Pricing
414 Component applicable to the Contractor upon execution of this Contract are set forth in Exhibit
415 "B," as may be revised annually.

416 (b) The Contracting Officer shall notify the Contractor of the Rates, Charges,
417 and Tiered Pricing Component as follows:

418 (1) Prior to July 1 of each Calendar Year, the Contracting Officer shall
419 provide the Contractor an estimate of the Charges for Project Water that will be applied to the
420 period October 1, of the current Calendar Year, through September 30, of the following Calendar
421 Year, and the basis for such estimate. The Contractor shall be allowed not less than two months
422 to review and comment on such estimates. On or before September 15 of each Calendar Year,

423 the Contracting Officer shall notify the Contractor in writing of the Charges to be in effect during
424 the period October 1 of the current Calendar Year, through September 30, of the following
425 Calendar Year, and such notification shall revise Exhibit "B."

426 (2) Prior to October 1 of each Calendar Year, the Contracting Officer
427 shall make available to the Contractor an estimate of the Rates and Tiered Pricing Component
428 for Project Water for the following Year and the computations and cost allocations upon which
429 those Rates are based. The Contractor shall be allowed not less than two months to review and
430 comment on such computations and cost allocations. By December 31 of each Calendar Year,
431 the Contracting Officer shall provide the Contractor with the final Rates and Tiered Pricing
432 Component to be in effect for the upcoming Year, and such notification shall revise Exhibit "B."

433 (c) At the time the Contractor submits the initial schedule for the delivery of
434 Project Water for each Year pursuant to subdivision (b) of Article 4 of this Contract, the
435 Contractor shall make an advance payment to the United States equal to the total amount payable
436 pursuant to the applicable Rate(s) set under subdivision (a) of this Article, for the Project Water
437 scheduled to be delivered pursuant to this Contract during the first two calendar months of the
438 Year. Before the end of the first month and before the end of each calendar month thereafter, the
439 Contractor shall make an advance payment to the United States, at the Rate(s) set under
440 subdivision (a) of this Article, for the Water Scheduled to be delivered pursuant to this Contract
441 during the second month immediately following. Adjustments between advance payments for
442 Water Scheduled and payments at Rates due for Water Delivered shall be made before the end of
443 the following month; Provided, That any revised schedule submitted by the Contractor pursuant
444 to Article 4 of this Contract which increases the amount of Water Delivered pursuant to this
445 Contract during any month shall be accompanied with appropriate advance payment, at the Rates
446 then in effect, to assure that Project Water is not delivered to the Contractor in advance of such
447 payment. In any month in which the quantity of Water Delivered to the Contractor pursuant to
448 this Contract equals the quantity of Water Scheduled and paid for by the Contractor, no

449 additional Project Water shall be delivered to the Contractor unless and until an advance
450 payment at the Rates then in effect for such additional Project Water is made. Final adjustment
451 between the advance payments for the Water Scheduled and payments for the quantities of Water
452 Delivered during each Year pursuant to this Contract shall be made as soon as practicable, but no
453 later than April 30th of the following Year, or 60 days after the delivery of Project Water carried
454 over under subdivision (g) of Article 3 of this Contract if such water is not delivered by the last
455 day of February.

456 (d) The Contractor shall also make a payment in addition to the Rate(s) in
457 subdivision (c) of this Article to the United States for Water Delivered, at the Charges and the
458 appropriate Tiered Pricing Component then in effect, before the end of the month following the
459 month of delivery. The payments shall be consistent with the quantities of M&I Water Delivered
460 as shown in the water delivery report for the subject month prepared by the Contracting Officer.
461 The water delivery report shall be deemed a bill for the payment of Charges and the applicable
462 Tiered Pricing Component for Water Delivered. Adjustment for overpayment or underpayment
463 of Charges shall be made through the adjustment of payments due to the United States for
464 Charges for the next month. Any amount to be paid for past due payment of Charges and the
465 Tiered Pricing Component shall be computed pursuant to Article 20 of this Contract.

466 (e) The Contractor shall pay for any Water Delivered under subdivision (a),
467 (f), or (g) of Article 3 of this Contract as determined by the Contracting Officer pursuant to
468 applicable statutes, associated regulations, any applicable provisions of guidelines or ratesetting
469 policies; Provided, That the Rate for Water Delivered under subdivision (f) of Article 3 of this
470 Contract shall be no more than the otherwise applicable Rate for M&I Water under subdivision
471 (a) of this Article.

472 (f) Payments to be made by the Contractor to the United States under this
473 Contract may be paid from any revenues available to the Contractor.

474 (g) All revenues received by the United States from the Contractor relating to
475 the delivery of Project Water or the delivery of non-Project water through Project facilities shall
476 be allocated and applied in accordance with Federal Reclamation law and the associated rules or
477 regulations, and the then-current Project ratesetting policy for M&I Water.

478 (h) The Contracting Officer shall keep its accounts pertaining to the
479 administration of the financial terms and conditions of its long-term contracts, in accordance
480 with applicable Federal standards, so as to reflect the application of Project costs and revenues.
481 The Contracting Officer shall, each Year upon request of the Contractor, provide to the
482 Contractor a detailed accounting of all Project and Contractor expense allocations, the
483 disposition of all Project and Contractor revenues, and a summary of all water delivery
484 information. The Contracting Officer and the Contractor shall enter into good faith negotiations
485 to resolve any discrepancies or disputes relating to accountings, reports, or information.

486 (i) The parties acknowledge and agree that the efficient administration of this
487 Contract is their mutual goal. Recognizing that experience has demonstrated that mechanisms,
488 policies, and procedures used for establishing Rates, Charges, and the Tiered Pricing
489 Component, and/or for making and allocating payments, other than those set forth in this Article
490 may be in the mutual best interest of the parties, it is expressly agreed that the parties may enter
491 into agreements to modify the mechanisms, policies, and procedures for any of those purposes
492 while this Contract is in effect without amending this Contract.

493 (j) (1) Beginning at such time as deliveries of Project Water in a Year
494 exceed 80 percent of the Contract Total, then before the end of the month following the month of
495 delivery the Contractor shall make an additional payment to the United States equal to the
496 applicable Tiered Pricing Component. The Tiered Pricing Component for the amount of Water
497 Delivered in excess of 80 percent of the Contract Total, but less than or equal to 90 percent of the
498 Contract Total, shall equal one-half of the difference between the Rate established under
499 subdivision (a) of this Article and the M&I Full Cost Water Rate. The Tiered Pricing

500 Component for the amount of Water Delivered which exceeds 90 percent of the Contract Total
501 shall equal the difference between (i) the Rate established under subdivision (a) of this Article
502 and (ii) the M&I Full Cost Water Rate.

503 (2) Omitted.

504 (3) Omitted.

505 (k) For the term of this Contract, Rates under the respective ratesetting
506 policies will be established to recover only reimbursable O&M (including any deficits) and
507 capital costs of the Project, as those terms are used in the then-current Project ratesetting
508 policies, and interest, where appropriate, except in instances where a minimum Rate is applicable
509 in accordance with the relevant Project ratesetting policy. Changes of significance in practices
510 which implement the Contracting Officer's ratesetting policies will not be implemented until the
511 Contracting Officer has provided the Contractor an opportunity to discuss the nature, need, and
512 impact of the proposed change.

513 (l) Omitted.

514 (m) Omitted.

515 (n) With respect to the Rates for M&I Water, the Contractor asserts that it is
516 not legally obligated to pay any Project deficits claimed by the United States to have accrued as
517 of the date of this Contract or deficit-related interest charges thereon. By entering into this
518 Contract, the Contractor does not waive any legal rights or remedies that it may have with
519 respect to such disputed issues. Notwithstanding the execution of this Contract, and payments
520 made hereunder, the Contractor may challenge in the appropriate administrative or judicial
521 forums: (1) the existence, computation, or imposition of any deficit charges accruing during the
522 term of the Existing Contract and any preceding interim renewal contracts, if applicable;
523 (2) interest accruing on any such deficits; (3) the inclusion of any such deficit charges or interest
524 in the Rates; (4) the application by the United States of payments made by the Contractor under
525 its Existing Contract and any preceding interim renewal contracts, if applicable; and (5) the

526 application of such payments in the Rates. The Contracting Officer agrees that the Contractor
527 shall be entitled to the benefit of any administrative or judicial ruling in favor of any Project
528 M&I contractor on any of these issues, and credits for payments heretofore made, Provided, That
529 the basis for such ruling is applicable to the Contractor.

530 NON-INTEREST BEARING OPERATION AND MAINTENANCE DEFICITS

531 8. The Contractor and the Contracting Officer concur that, as of the effective date of
532 this Contract, the Contractor has no non-interest bearing O&M deficits and shall have no further
533 liability therefor.

534 9. Omitted.

535 APPLICATION OF PAYMENTS AND ADJUSTMENTS

536 10. (a) The amount of any overpayment by the Contractor of the Contractor's
537 O&M, capital, and deficit (if any) obligations for the Year shall be applied first to any current
538 liabilities of the Contractor arising out of this Contract then due and payable. Overpayments of
539 more than \$1,000 shall be refunded at the Contractor's request. In lieu of a refund, any amount
540 of such overpayment, at the option of the Contractor, may be credited against amounts to become
541 due to the United States by the Contractor. With respect to overpayment, such refund or
542 adjustment shall constitute the sole remedy of the Contractor or anyone having or claiming to
543 have the right to the use of any of the Project Water supply provided for herein. All credits and
544 refunds of overpayments shall be made within 30 days of the Contracting Officer obtaining
545 direction as to how to credit or refund such overpayment in response to the notice to the
546 Contractor that it has finalized the accounts for the Year in which the overpayment was made.

547 (b) All advances for miscellaneous costs incurred for work requested by the
548 Contractor pursuant to Article 25 of this Contract shall be adjusted to reflect the actual costs
549 when the work has been completed. If the advances exceed the actual costs incurred, the
550 difference will be refunded to the Contractor. If the actual costs exceed the Contractor's
551 advances, the Contractor will be billed for the additional costs pursuant to Article 25.

552 TEMPORARY REDUCTIONS--RETURN FLOWS

553 11. (a) Subject to: (i) the authorized purposes and priorities of the Project and the
554 requirements of Federal law; and (ii) the obligations of the United States under existing
555 contracts, or renewals thereof, providing for water deliveries from the Project, the Contracting
556 Officer shall make all reasonable efforts to optimize Project Water deliveries to the Contractor as
557 provided in this Contract.

558 (b) The Contracting Officer may temporarily discontinue or reduce the
559 quantity of Water Delivered to the Contractor as herein provided for the purposes of
560 investigation, inspection, maintenance, repair, or replacement of any of the Project facilities or
561 any part thereof necessary for the delivery of Project Water to the Contractor, but so far as
562 feasible the Contracting Officer will give the Contractor due notice in advance of such temporary
563 discontinuance or reduction, except in case of emergency, in which case no notice need be given;
564 Provided, That the United States shall use its best efforts to avoid any discontinuance or
565 reduction in such service. Upon resumption of service after such reduction or discontinuance,
566 and if requested by the Contractor, the United States will, if possible, deliver the quantity of
567 Project Water which would have been delivered hereunder in the absence of such discontinuance
568 or reduction.

569 (c) The United States reserves the right to all seepage and return flow water
570 derived from Water Delivered to the Contractor hereunder which escapes or is discharged
571 beyond the Contractor's Service Area; Provided, That this shall not be construed as claiming for
572 the United States any right to seepage or return flow being put to reasonable and beneficial use
573 pursuant to this Contract within the Contractor's Service Area by the Contractor or those
574 claiming by, through, or under the Contractor.

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CONSTRAINTS ON THE AVAILABILITY OF WATER

12. (a) In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a Condition of Shortage in the quantity of water to be made available to the Contractor pursuant to this Contract. In the event the Contracting Officer determines that a Condition of Shortage appears probable, the Contracting Officer will notify the Contractor of said determination as soon as practicable.

(b) If there is a Condition of Shortage because of errors in physical operations of the Project, drought, other physical causes beyond the control of the Contracting Officer or actions taken by the Contracting Officer to meet legal obligations then, except as provided in subdivision (a) of Article 18 of this Contract, no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

(c) Omitted.

(d) Project Water furnished under this Contract will be allocated in accordance with the then-existing Project M&I Water Shortage Policy. Such policy shall be amended, modified, or superseded only through a public notice and comment procedure.

(e) By entering into this Contract, the Contractor does not waive any legal rights or remedies it may have to file or participate in any administrative or judicial proceeding contesting (i) the sufficiency of the manner in which any Project M&I Water Shortage Policy adopted after the effective date of this Contract was promulgated; (ii) the substance of such a policy; or (iii) the applicability of such a policy. By agreeing to the foregoing, the Contracting Officer does not waive any legal defenses or remedies that it may then have to assert in such a proceeding.

13. Omitted.

RULES AND REGULATIONS

14. The parties agree that the delivery of Project Water or use of Federal facilities pursuant to this Contract is subject to Federal Reclamation law, as amended and supplemented,

601 and the rules and regulations promulgated by the Secretary of the Interior under Federal
602 Reclamation law.

603 WATER AND AIR POLLUTION CONTROL

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

608 QUALITY OF WATER

609 16. (a) Project facilities used to deliver Project Water to the Contractor pursuant
610 to this Contract shall be operated and maintained to enable the United States to deliver Project
611 Water to the Contractor in accordance with the water quality standards specified in subsection
612 2(b) of the Act of August 26, 1937 (50 Stat. 865), as added by Section 101 of the Act of
613 October 27, 1986 (100 Stat. 3050) or other existing Federal laws. The United States is under no
614 obligation to construct or furnish water treatment facilities to maintain or to improve the quality
615 of Water Delivered to the Contractor pursuant to this Contract. The United States does not
616 warrant the quality of Water Delivered to the Contractor pursuant to this Contract.

617 (b) The O&M of Project facilities shall be performed in such manner as is
618 practicable to maintain the quality of raw water made available through such facilities at the
619 highest level reasonably attainable as determined by the Contracting Officer. The Contractor
620 shall be responsible for compliance with all State and Federal water quality standards applicable
621 to surface and subsurface agricultural drainage discharges generated through the use of Federal
622 or Contractor facilities or Project Water provided by the Contractor within the Contractor's
623 Service Area.

624 WATER ACQUIRED BY THE CONTRACTOR
625 OTHER THAN FROM THE UNITED STATES

626 17. (a) Omitted.

627 (b) Water or water rights now owned or hereafter acquired by the Contractor,
628 other than from the United States, may be stored, conveyed, and/or diverted through Project
629 facilities, subject to the completion of appropriate environmental documentation, with the
630 approval of the Contracting Officer and the execution of any contract determined by the
631 Contracting Officer to be necessary, consistent with the following provisions:

632 (1) The Contractor may introduce non-Project water into Project
633 facilities and deliver said water to lands within the Contractor's Service Area subject to payment
634 to the United States of an appropriate rate as determined by the applicable Project ratesetting
635 policy, the RRA, and the Project use power policy, if such Project use power policy is applicable,
636 each as amended, modified, or superseded from time to time.

637 (2) Delivery of such non-Project water in and through Project facilities
638 shall only be allowed to the extent such deliveries do not: (i) interfere with other Project
639 purposes as determined by the Contracting Officer; (ii) reduce the quantity or quality of water
640 available to other Project Contractors; (iii) interfere with the delivery of contractual water
641 entitlements to any other Project Contractors; or (iv) interfere with the physical maintenance of
642 the Project facilities.

643 (3) The United States shall not be responsible for control, care, or
644 distribution of the non-Project water before it is introduced into or after it is delivered from the
645 Project facilities. The Contractor hereby releases and agrees to defend and indemnify the United
646 States and its respective officers, agents, and employees, from any claim for damage to persons
647 or property, direct or indirect, resulting from the acts of the Contractor, its officers', employees',
648 agents', or assigns', act(s) in (i) extracting or diverting non-Project water from any source, or (ii)
649 diverting such non-Project water into Project facilities.

650 (4) Diversion of such non-Project water into Project facilities shall be
651 consistent with all applicable laws, and if involving groundwater, consistent with any applicable
652 groundwater management plan for the area from which it was extracted.

653 (5) After Project purposes are met, as determined by the Contracting
654 Officer, the United States and the Contractor shall share priority to utilize the remaining capacity
655 of the facilities declared to be available by the Contracting Officer for conveyance and
656 transportation of non-Project water prior to any such remaining capacity being made available to
657 non-Project contractors.

658 OPINIONS AND DETERMINATIONS

659 18. (a) Where the terms of this Contract provide for actions to be based upon the
660 opinion or determination of either party to this Contract, said terms shall not be construed as
661 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or
662 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly
663 reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious,
664 or unreasonable opinion or determination. Each opinion or determination by either party shall be
665 provided in a timely manner. Nothing in subdivision (a) of Article 18 of this Contract is
666 intended to or shall affect or alter the standard of judicial review applicable under Federal law to
667 any opinion or determination implementing a specific provision of Federal law embodied in
668 statute or regulation.

669 (b) The Contracting Officer shall have the right to make determinations
670 necessary to administer this Contract that are consistent with the provisions of this Contract, the
671 laws of the United States and of the State of California, and the rules and regulations
672 promulgated by the Secretary of the Interior. Such determinations shall be made in consultation
673 with the Contractor to the extent reasonably practicable.

674 COORDINATION AND COOPERATION

675 19. (a) In order to further their mutual goals and objectives, the Contracting
676 Officer and the Contractor shall communicate, coordinate, and cooperate with each other, and
677 with other affected Project Contractors, in order to improve the operation and management of the
678 Project. The communication, coordination, and cooperation regarding operations and

679 management shall include, but not be limited to, any action which will or may materially affect
680 the quantity or quality of Project Water supply, the allocation of Project Water supply, and
681 Project financial matters including, but not limited to, budget issues. The communication,
682 coordination, and cooperation provided for hereunder shall extend to all provisions of this
683 Contract. Each party shall retain exclusive decision making authority for all actions, opinions,
684 and determinations to be made by the respective party.

685 (b) Within 120 days following the effective date of this Contract, the
686 Contractor, other affected Project Contractors, and the Contracting Officer shall arrange to meet
687 with interested Project Contractors to develop a mutually agreeable, written Project-wide
688 process, which may be amended as necessary separate and apart from this Contract. The goal of
689 this process shall be to provide, to the extent practicable, the means of mutual communication
690 and interaction regarding significant decisions concerning Project operation and management on
691 a real-time basis.

692 (c) In light of the factors referred to in subdivision (b) of Article 3 of this
693 Contract, it is the intent of the Secretary to improve water supply reliability. To carry out this
694 intent:

695 (1) The Contracting Officer will, at the request of the Contractor,
696 assist in the development of integrated resource management plans for the Contractor. Further,
697 the Contracting Officer will, as appropriate, seek authorizations for implementation of
698 partnerships to improve water supply, water quality, and reliability.

699 (2) The Secretary will, as appropriate, pursue program and project
700 implementation and authorization in coordination with Project Contractors to improve the water
701 supply, water quality, and reliability of the Project for all Project purposes.

702 (3) The Secretary will coordinate with Project Contractors and the
703 State of California to seek improved water resource management.

704 (4) The Secretary will coordinate actions of agencies within the
705 Department of the Interior that may impact the availability of water for Project purposes.

706 (5) The Contracting Officer shall periodically, but not less than
707 annually, hold division level meetings to discuss Project operations, division level water
708 management activities, and other issues as appropriate.

709 (d) Without limiting the contractual obligations of the Contracting Officer
710 under the other Articles of this Contract nothing in this Article shall be construed to limit or
711 constrain the Contracting Officer's ability to communicate, coordinate, and cooperate with the
712 Contractor or other interested stakeholders or to make decisions in a timely fashion as needed to
713 protect health, safety, or the physical integrity of structures or facilities.

714 CHARGES FOR DELINQUENT PAYMENTS

715 20. (a) The Contractor shall be subject to interest, administrative and penalty
716 charges on delinquent installments or payments. When a payment is not received by the due
717 date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond
718 the due date. When a payment becomes sixty (60) days delinquent, the Contractor shall pay an
719 administrative charge to cover additional costs of billing and processing the delinquent payment.
720 When a payment is delinquent ninety (90) days or more, the Contractor shall pay an additional
721 penalty charge of six (6%) percent per year for each day the payment is delinquent beyond the
722 due date. Further, the Contractor shall pay any fees incurred for debt collection services
723 associated with a delinquent payment.

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

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

732 EQUAL OPPORTUNITY

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

734 (a) The Contractor will not discriminate against any employee or applicant for
735 employment because of race, color, religion, sex, or national origin. The Contractor will take

736 affirmative action to ensure that applicants are employed, and that employees are treated during
737 employment, without regard to their race, color, religion, sex, or national origin. Such action
738 shall include, but not be limited to, the following: Employment, upgrading, demotion, or
739 transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other
740 forms of compensation; and selection for training, including apprenticeship. The Contractor
741 agrees to post in conspicuous places, available to employees and applicants for employment,
742 notices to be provided by the Contracting Officer setting forth the provisions of this
743 nondiscrimination clause.

744 (b) The Contractor will, in all solicitations or advertisements for employees
745 placed by or on behalf of the Contractor, state that all qualified applicants will receive
746 consideration for employment without discrimination because of race, color, religion, sex, or
747 national origin.

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

754 (d) The Contractor will comply with all provisions of Executive Order
755 No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders
756 of the Secretary of Labor.

757 (e) The Contractor will furnish all information and reports required by said
758 amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or
759 pursuant thereto, and will permit access to its books, records, and accounts by the Contracting
760 Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with
761 such rules, regulations, and orders.

762 (f) In the event of the Contractor's noncompliance with the nondiscrimination
763 clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be
764 canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared
765 ineligible for further Government contracts in accordance with procedures authorized in said
766 amended Executive Order, and such other sanctions may be imposed and remedies invoked as
767 provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as
768 otherwise provided by law.

769 (g) The Contractor will include the provisions of paragraphs (a) through (g) in
770 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
771 Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such
772 provisions will be binding upon each subcontractor or vendor. The Contractor will take such
773 action with respect to any subcontract or purchase order as may be directed by the Secretary of
774 Labor as a means of enforcing such provisions, including sanctions for noncompliance:
775 Provided, however, That in the event the Contractor becomes involved in, or is threatened with,

776 litigation with a subcontractor or vendor as a result of such direction, the Contractor may request
777 the United States to enter into such litigation to protect the interests of the United States.

778 GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

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

783 (b) The payment of charges becoming due hereunder is a condition precedent
784 to receiving benefits under this Contract. The United States shall not make water available to the
785 Contractor through Project facilities during any period in which the Contractor may be in arrears
786 in the advance payment of water rates due the United States. The Contractor shall not furnish
787 water made available pursuant to this Contract for lands or parties which are in arrears in the
788 advance payment of water rates levied or established by the Contractor.

789 (c) With respect to subdivision (b) of this Article, the Contractor shall have no
790 obligation to require advance payment for water rates which it levies.

791 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

792 23. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
793 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the
794 Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights
795 laws, as well as with their respective implementing regulations and guidelines imposed by the
796 U.S. Department of the Interior and/or Bureau of Reclamation.

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

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

811 24. Omitted.

812 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

813 25. In addition to all other payments to be made by the Contractor pursuant to this
814 Contract, the Contractor shall pay to the United States, within 60 days after receipt of a bill and
815 detailed statement submitted by the Contracting Officer to the Contractor for such specific items
816 of direct cost incurred by the United States for work requested by the Contractor associated with
817 this Contract plus indirect costs in accordance with applicable Bureau of Reclamation policies
818 and procedures. All such amounts referred to in this Article shall not exceed the amount agreed
819 to in writing in advance by the Contractor. This Article shall not apply to costs for routine
820 contract administration.

821 WATER CONSERVATION

822 26. (a) Prior to the delivery of water provided from or conveyed through
823 Federally constructed or Federally financed facilities pursuant to this Contract, the Contractor
824 shall be implementing an effective water conservation and efficiency program based on the
825 Contractor's water conservation plan that has been determined by the Contracting Officer to meet
826 the conservation and efficiency criteria for evaluating water conservation plans established under
827 Federal law. The water conservation and efficiency program shall contain definite water
828 conservation objectives, appropriate economically feasible water conservation measures, and
829 time schedules for meeting those objectives. Continued Project Water delivery pursuant to this
830 Contract shall be contingent upon the Contractor's continued implementation of such water
831 conservation program. In the event the Contractor's water conservation plan or any revised water
832 conservation plan completed pursuant to subdivision (d) of Article 26 of this Contract have not
833 yet been determined by the Contracting Officer to meet such criteria, due to circumstances which
834 the Contracting Officer determines are beyond the control of the Contractor, water deliveries

835 shall be made under this Contract so long as the Contractor diligently works with the Contracting
836 Officer to obtain such determination at the earliest practicable date, and thereafter the Contractor
837 immediately begins implementing its water conservation and efficiency program in accordance
838 with the time schedules therein.

839 (b) Should the amount of M&I Water delivered pursuant to subdivision (a) of
840 Article 3 of this Contract equal or exceed 2,000 acre-feet per Year, the Contractor shall
841 implement the Best Management Practices identified by the time frames issued by the California
842 Urban Water Conservation Council for such M&I Water unless any such practice is determined
843 by the Contracting Officer to be inappropriate for the Contractor.

844 (c) The Contractor shall submit to the Contracting Officer a report on the
845 status of its implementation of the water conservation plan on the reporting dates specified in the
846 then existing conservation and efficiency criteria established under Federal law.

847 (d) At five-year intervals, the Contractor shall revise its water conservation
848 plan to reflect the then-current conservation and efficiency criteria for evaluating water
849 conservation plans established under Federal law and submit such revised water management
850 plan to the Contracting Officer for review and evaluation. The Contracting Officer will then
851 determine if the water conservation plan meets Reclamation's then-current conservation and
852 efficiency criteria for evaluating water conservation plans established under Federal law.

853 (e) If the Contractor is engaged in direct groundwater recharge, such activity
854 shall be described in the Contractor's water conservation plan.

855 EXISTING OR ACQUIRED WATER OR WATER RIGHTS

856 27. Except as specifically provided in Article 17 of this Contract, the provisions of
857 this Contract shall not be applicable to or affect non-Project water or water rights now owned or
858 hereafter acquired by the Contractor or any user of such water within the Contractor's Service
859 Area. Any such water shall not be considered Project Water under this Contract. In addition,
860 this Contract shall not be construed as limiting or curtailing any rights which the Contractor or

861 any water user within the Contractor's Service Area acquires or has available under any other
862 contract pursuant to Federal Reclamation law.

863 28. Omitted.

864 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

870 BOOKS, RECORDS, AND REPORTS

871 30. (a) The Contractor shall establish and maintain accounts and other books and
872 records pertaining to administration of the terms and conditions of this Contract, including: the
873 Contractor's financial transactions, water supply data, and Project land and right-of-way
874 agreements; the water users' land-use (crop census), land ownership, land-leasing and water use
875 data; and other matters that the Contracting Officer may require. Reports thereon shall be
876 furnished to the Contracting Officer in such form and on such date or dates as the Contracting
877 Officer may require. Subject to applicable Federal laws and regulations, each party to this
878 Contract shall have the right during office hours to examine and make copies of the other party's
879 books and records relating to matters covered by this Contract.

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

885 (c) Omitted.

886 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

887 31. (a) The provisions of this Contract shall apply to and bind the successors and
888 assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest
889 therein shall be valid until approved in writing by the Contracting Officer.

890 (b) The assignment of any right or interest in this Contract by either party
891 shall not interfere with the rights or obligations of the other party to this Contract absent the
892 written concurrence of said other party.

893 (c) The Contracting Officer shall not unreasonably condition or withhold his
894 approval of any proposed assignment.

895 SEVERABILITY

896 32. In the event that a person or entity who is neither (i) a party to a Project contract,
897 nor (ii) a person or entity that receives Project Water from a party to a Project contract, nor
898 (iii) an association or other form of organization whose primary function is to represent parties to
899 Project contracts, brings an action in a court of competent jurisdiction challenging the legality or
900 enforceability of a provision included in this Contract and said person, entity, association, or
901 organization obtains a final court decision holding that such provision is legally invalid or
902 unenforceable and the Contractor has not intervened in that lawsuit in support of the plaintiff(s),
903 the parties to this Contract shall use their best efforts to (i) within 30 days of the date of such
904 final court decision identify by mutual agreement the provisions in this Contract which must be
905 revised, and (ii) within three months thereafter promptly agree on the appropriate revision(s).
906 The time periods specified above may be extended by mutual agreement of the parties. Pending
907 the completion of the actions designated above, to the extent it can do so without violating any
908 applicable provisions of law, the United States shall continue to make the quantities of Project
909 Water specified in this Contract available to the Contractor pursuant to the provisions of this
910 Contract which were not found to be legally invalid or unenforceable in the final court decision.

911 RESOLUTION OF DISPUTES

912 33. Should any dispute arise concerning any provisions of this Contract, or the
913 parties' rights and obligations thereunder, the parties shall meet and confer in an attempt to
914 resolve the dispute. Prior to the Contractor commencing any legal action, or the Contracting
915 Officer referring any matter to Department of Justice, the party shall provide to the other party
916 30 days' written notice of the intent to take such action; Provided, That such notice shall not be
917 required where a delay in commencing an action would prejudice the interests of the party that
918 intends to file suit. During the 30-day notice period, the Contractor and the Contracting Officer

919 shall meet and confer in an attempt to resolve the dispute. Except as specifically provided,
920 nothing herein is intended to waive or abridge any right or remedy that the Contractor or the
921 United States may have.

922 OFFICIALS NOT TO BENEFIT

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

926 CHANGES IN CONTRACTOR'S SERVICE AREA

927 35. (a) While this Contract is in effect, no change may be made in the
928 Contractor's Service Area, by inclusion or exclusion of lands, dissolution, consolidation, merger,
929 or otherwise, except upon the Contracting Officer's written consent.

930 (b) Within 30 days of receipt of a request for such a change, the Contracting
931 Officer will notify the Contractor of any additional information required by the Contracting
932 Officer for processing said request, and both parties will meet to establish a mutually agreeable
933 schedule for timely completion of the process. Such process will analyze whether the proposed
934 change is likely to: (i) result in the use of Project Water contrary to the terms of this Contract;
935 (ii) impair the ability of the Contractor to pay for Project Water furnished under this Contract or
936 to pay for any Federally-constructed facilities for which the Contractor is responsible; and (iii)
937 have an impact on any Project Water rights applications, permits, or licenses. In addition, the
938 Contracting Officer shall comply with the NEPA and the ESA. The Contractor will be
939 responsible for all costs incurred by the Contracting Officer in this process, and such costs will
940 be paid in accordance with Article 25 of this Contract.

941 FEDERAL LAWS

942 36. By entering into this Contract, the Contractor does not waive its rights to contest
943 the validity or application in connection with the performance of the terms and conditions of this
944 Contract of any Federal law or regulation; Provided, That the Contractor agrees to comply with
945 the terms and conditions of this Contract unless and until relief from application of such Federal

946 law or regulation to the implementing provision of the Contract is granted by a court of
947 competent jurisdiction.

948 NOTICES

949 37. Any notice, demand, or request authorized or required by this Contract shall be
950 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
951 delivered to the Area Manager, Bureau of Reclamation, Northern California Area Office,
952 16349 Shasta Dam Boulevard, Shasta Lake, California 96019, and on behalf of the United
953 States, when mailed, postage prepaid, or delivered to the Board of Supervisors of the County of
954 Colusa, 546 Jay Street, Colusa, California 95932. The designation of the addressee or the
955 address may be changed by notice given in the same manner as provided in this Article for other
956 notices.

957 CONFIRMATION OF CONTRACT

958 38. The Contractor, after the execution of this Contract, shall furnish the Contracting
959 Officer evidence that pursuant to the laws of the State of California, the Contractor is a legally
960 constituted entity and the Contract is lawful, valid, and binding on the Contractor. This Contract
961 shall not be binding on the United States until such evidence has been provided to the
962 Contracting Officer's satisfaction.

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

965 THE UNITED STATES OF AMERICA

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

By: *[Signature]*
Regional Director, Mid-Pacific Region
Bureau of Reclamation

966
967
968

969 COUNTY OF COLUSA

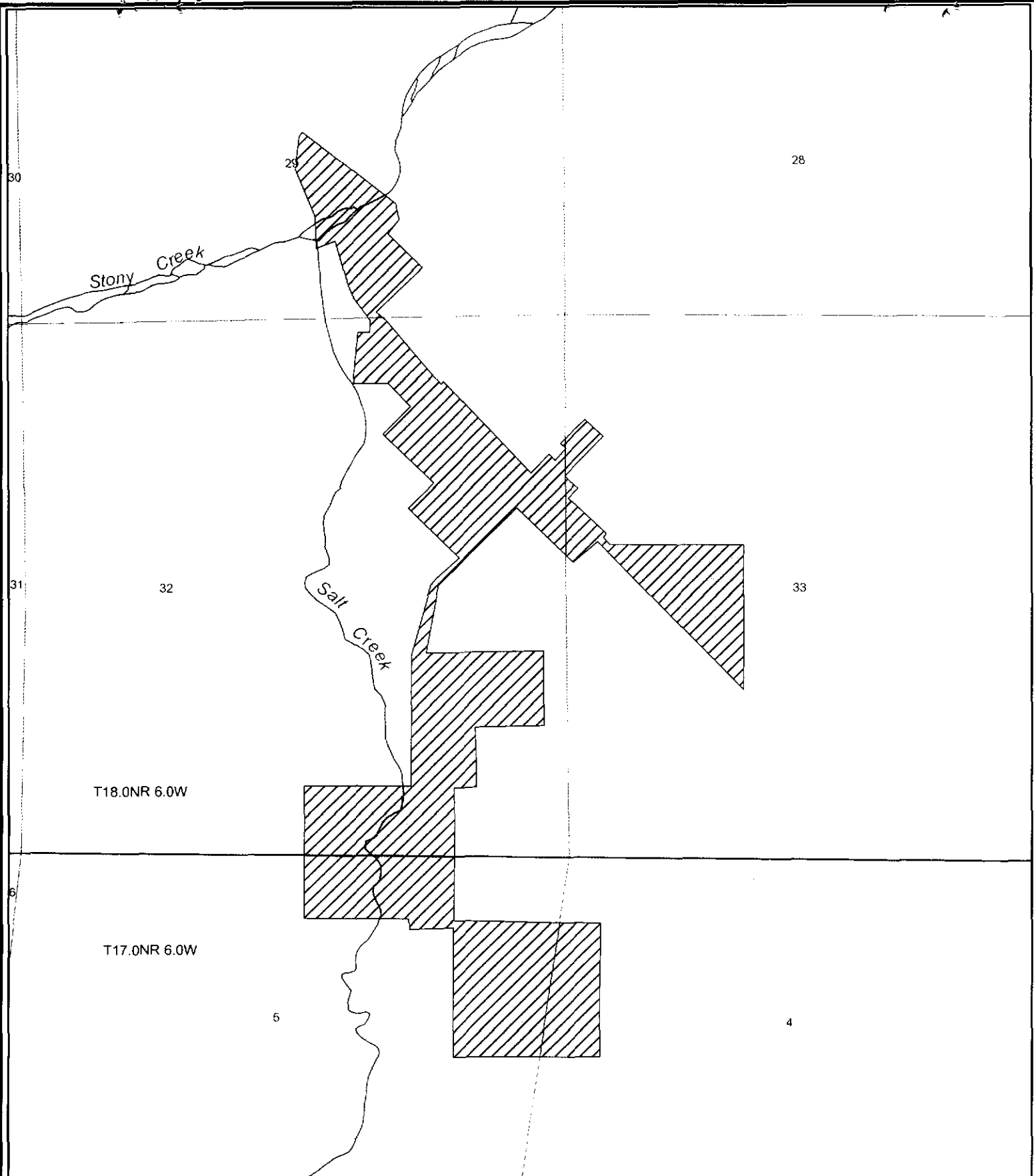
By: *[Signature]*
Chairperson of the Board of Supervisors

970
971

972 Attest:



973 By: *[Signature]*, Deputy
974 Secretary of the Board of Supervisors

975 (H:\[public\Willows Final LTRC's\2005-01-31 Stonyford LTRC Final Draft Contract with
976 exhibits.doc)



County of Colusa - Stonyford

Contract No. 4-07-20-W0348-LTR1
Exhibit A

-  Contractor's Service Area
-  District Boundary

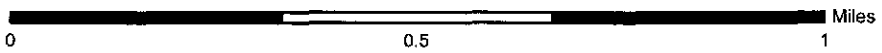


EXHIBIT B

COUNTY OF COLUSA (TOWN OF STONYFORD)
2005 Water Rates and Charges

<u>COST OF SERVICE RATES:</u>	<u>M&I</u>
Capital Rate:	\$ 1.47
O&M Rates:	
Water Marketing	3.89
Storage	6.67
Deficit Rate:	0.49
CFO/PRF Adjustment Rate 1/	<u>2.57</u>
TOTAL	<u>\$15.09</u>
<u>FULL COST RATE:</u>	<u>\$15.93</u>
<u>TIERED PRICING COMPONENTS:</u>	
Tiered Pricing Component >80% <=90% of Contract Total [Full Cost Rate – COS Rate / 2]	<u>\$ 0.42</u>
Tiered Pricing Component >90% of Contract Total [Full Cost Rate – COS Rate]	<u>\$ 0.84</u>
<u>CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 2/</u>	
Restoration Payments (3407(d)(2)(A))	<u>\$15.87</u>

1/ Chief Financial Officer (CFO) adjustment and Provision for Replacement (PFR) expense is being distributed over a 5-year period beginning in FY 2003 for those contractors that requested those costs be deferred.

2/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).

Recent Historic Use, as defined in the CVP M&I Water Shortage Policy, is _____
 acre-feet.

BOARD OF SUPERVISORS

COUNTY OF COLUSA

RESOLUTION NO. 2004- 34


RESOLUTION APPROVING LONG-TERM RENEWAL CONTRACT
FOR WATER SERVICE BETWEEN THE UNITED STATES AND
THE COUNTY OF COLUSA FOR THE TOWN OF STONYFORD AND
APPROVING NOTICE OF EXEMPTION UNDER THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT

AS A BASIS AND PREMISE for this Resolution, the Board of
Supervisors of the COUNTY OF COLUSA finds and states as follows:

1. On February 14, 1984, the County of Colusa ("County") and the United States of America entered into a contract providing for water service to the town of Stonyford from the Black Butte Project, designated Contract No. 4-07-20-W0348 ("Original Contract").
2. Water service under the Original Contract began in 1984, and has continued uninterrupted since then.
3. The Original Contract would have expired on February 13, 2024, but on September 30, 1997 the United States and the County entered into a *Binding Agreement for the Early Renewal Between the United States and County of Colusa (Stony)*, Contract No. 4-07-20-W0348-BA ("Binding Agreement").
4. In accordance with the Binding Agreement, the County agreed to renew the Original Contract early, upon notice from the United States that the United States had completed the Programmatic Environmental Impact Statement ("PEIS").
5. Upon notice from the United States, the County and the United States

certify this copy to be a true
and correct copy of the
original record on file in this
office.

Assistant Kathleen Moran
County Clerk and Recorder
I am ex-officio Clerk of the
Board of Supervisors, in and
for the County of Colusa,
State of California


Deputy

engaged in negotiations completed in 2004. A copy of the proposed Long-Term Renewal Contract, designated Contract No. 4-07-20-W0348-LTR1 is attached hereto and incorporated herein by this reference as Exhibit "A".

6. The form of Long-Term Renewal Contract attached hereto reflects the results of the negotiations and contains the terms and conditions that the County and the United States have tentatively agreed upon.

7. Prior to execution of the Long-Term Renewal Contract, the United States must publish the proposed contract for a 60-day public review, complete analysis of renewal of the contract under the National Environmental Policy Act and complete consultations with other federal agencies under the federal Endangered Species Act.

8. Prior to execution of the Long-Term Renewal Contract, the County must analyze the action under the California Environmental Quality Act ("CEQA"). The County believes that its execution of the Long-Term Renewal Contract is exempt for the reasons set forth in the Notice of Exemption attached hereto and incorporated herein by this reference as Exhibit "B".

NOW, THEREFORE, be it RESOLVED, ADJUDGED and ORDAINED that:

1. The COUNTY OF COLUSA approves the *Long-Term Renewal Contract Between the United States and County of Colusa Providing for Project Water Service to the town of Stonyford from the Black Butte project*, Contract No. 4-07-20-W0348-LTR1.

2. Once the 60-day public review period and the United States' environmental review and ESA consultations are completed, if the United States presents the

County with a Long-Term Renewal Contract that is in substantially the same form as that attached hereto as Exhibit "A", then the County's officers are authorized to execute that Long-Term Renewal Contract.

3. The clerk shall prepare and file a Notice of Exemption under CEQA in the form attached hereto as Exhibit "B" with the Colusa County Clerk as soon as possible. In accordance with this finding of exemption, no fee is due under California Fish and Game Code Section 711.4.

4. The County's officers, staff and consultants are authorized and directed to do all things necessary and appropriate to carry out this Resolution and to ensure continued and uninterrupted water service to the County under its water service contract.

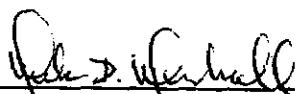
PASSED AND ADOPTED at a meeting on May 25, 2004 by the following vote:

AYES: Supervisors Womble, Waite, White, and Marshall.


NOES: None.

ABSENT: Supervisor Scofield..

Colusa County Board of Supervisors

By 
Mark D. Marshall, Chairman

ATTEST: Kathleen Moran, Clerk/Recorder
ex officio Clerk to the Board of Supervisors

By , Deputy

APPROVED AS TO FORM:


Georgia Stearns, Interim Counsel