

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

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11 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
12 AND
13 WESTSIDE WATER DISTRICT
14 PROVIDING FOR PROJECT WATER SERVICE
15

16 THIS CONTRACT, made this 28th day of February 2001, in pursuance
17 generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary
18 thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as amended and
19 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70
20 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1262), as amended and Title
21 XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as
22 the Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter
23 referred to as the United States, and WESTSIDE WATER DISTRICT, hereinafter referred to as
24 the Contractor, a public agency of the State of California, duly organized, existing, and acting
25 pursuant to the laws thereof, with its principal place of business in Williams, California;

26 WITNESSETH, That:

27 EXPLANATORY RECITALS

28 WHEREAS, the United States has constructed and is operating the Central Valley
29 Project, California for diversion, storage, carriage, distribution and beneficial use, for flood
30 control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and

1 restoration, generation and distribution of electric energy, salinity control, navigation and other
2 beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and
3 the San Joaquin River and their tributaries; and

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

8 WHEREAS, the Contractor and the United States entered into Contract No. 14-
9 06-200-8222, as amended on September 16, 1964, which provided the Contractor Central Valley
10 Project water from the Canal Facilities from March 16, 1960 to February 28, 1995, and under
11 which the initial date of water delivery to the Contractor was January 1, 1982; and

12 WHEREAS, the Contractor and the United States entered into interim renewal
13 contract(s) identified as Contract No(s). 14-06-200-8222-IR1, 14-06-200-8222-IR2, 14-06-200-
14 8222-IR3, and 14-06-200-8222-IR4, the latter of which is hereinafter referred to as the Existing
15 Interim Renewal Contract, which provided for the continued water service to the Contractor from
16 December 1, 2000 through February 28, 2001; and

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

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

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

5 WHEREAS, rights of renewal of Contract No. 14-06-200-8222, as amended, and
6 to convert said contract to a contract as provided by subsection (d), Section 9 of the Act of
7 August 4, 1939 (53 Stat. 1187) are set forth in said contract; and

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

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

1 (e) "Delivered Water" shall mean Project Water made available to
2 the Contractor and diverted at the point(s) of delivery approved by the Contracting
3 Officer.

4 (f) "Eligible Lands" shall mean all lands to which Irrigation Water may be
5 delivered in accordance with Section 204 of the Reclamation Reform Act of October 12,
6 1982 (96 Stat. 1263), as amended, hereinafter referred to as RRA;

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

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

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

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

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

21 (l) "M&I Water" shall mean water made available from the Project other than
22 Irrigation Water. M&I Water shall include water used for purposes such as the watering

1 of landscaping or pasture for animals (e.g., horses) which are kept for personal enjoyment
2 or water delivered to landholdings operated in units of less than five (5) acres unless the
3 Contractor establishes to the satisfaction of the Contracting Officer that the use of water
4 delivered to any such landholding is a use described in subdivision (j) of this Article;

5 (m) "O&M" shall mean normal and reasonable care, control, operation, repair,
6 replacement and maintenance of Project facilities;

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

10 (o) "Project" shall mean the Central Valley Project owned by the United
11 States and operated by the Department of the Interior, Bureau of Reclamation;

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

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

19 (r) "Secretary" or "Contracting Officer" shall mean the Secretary of the
20 United States Department of the Interior or his duly authorized representative;

21 (s) "Year" shall mean the period from and including March 1 of each
22 Calendar Year through the last day of February of the following Calendar Year.

1 the preceding sentence to give it enforceable rights to successive long-term renewal contracts.
2 The Contracting Officer disagrees with that assertion. The parties agree that this interim renewal
3 contract preserves the rights and positions of the parties and that the omission of language in this
4 interim renewal contract setting out the rights asserted by the Contractor to successive renewals
5 is not intended to be, nor shall it be interpreted as, a waiver of any such rights to the extent any
6 such rights are later determined to exist by a court of competent jurisdiction or by mutual
7 agreement of the parties. If a court of competent jurisdiction or the parties by mutual agreement
8 determine that incorporation of such language in this interim renewal contract is necessary to
9 preserve such rights, this interim renewal contract shall be construed as incorporating such
10 language as though fully set forth herein as of the effective date hereof.

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

16 (1) In the event (i) the Contractor and Contracting Officer have
17 reached agreement on the terms of the Contractor’s long-term renewal contract or (ii) the
18 Contractor and Contracting Officer have not completed the negotiations on the Contractor’s
19 long-term renewal contract, believe that further negotiations on that contract would be beneficial,
20 and mutually commit to continue to negotiate to seek to reach agreement, but (iii) all
21 environmental documentation required to allow execution of the Contractor’s long-term renewal
22 contract by both parties has not been completed in time to allow execution of the Contractor’s

1 long-term renewal contract by November 30, 2001, then (iv) the parties will expeditiously
2 complete the environmental documentation required of each of them in order to execute the
3 Contractor's long-term renewal contract at the earliest practicable date. In addition, the
4 Contractor's then current interim renewal contract will be renewed without change upon the
5 request of either party through the agreed-upon effective date of the Contractor's long-term
6 renewal contract or, in the absence of agreement on the terms of the Contractor's long-term
7 renewal contract, through the succeeding February 28.

8 (2) Provided that this interim renewal contract is not subject to
9 renewal under the terms described in subdivision (1) of this Article, if a party determines that the
10 parties have reached an impasse which they have been unable to resolve and which precludes
11 agreement on the long-term renewal contract, that party may notify the other that it has concluded
12 that there is no reasonable likelihood of reaching agreement on the terms of a long-term renewal
13 contract. In the event of such notice, the parties will immediately agree to a schedule and process
14 for negotiating the terms (other than any terms that would impair continuity of water supply or
15 continuity of contract) of and executing an interim renewal contract; provided that neither party
16 will propose for inclusion in the interim renewal contract any provision not previously included
17 in an existing interim renewal contract which it had previously proposed for inclusion in the
18 long-term renewal contract and which was the subject of an impasse in the long-term renewal
19 contract negotiations. The schedule will provide for completion of the negotiations of the terms
20 of that contract by February 1, 2002, and for execution of the contract on or about February 15,
21 2002. The parties each acknowledge the right of either party to seek judicial relief in connection

1 with any impasse reached in connection with negotiation of the long-term renewal contract
2 and/or an interim renewal contract that would become effective on or after February 28, 2002.

3 (c) The parties acknowledge that the Contractor asserts that it is entitled as a
4 matter of law to an interim renewal contract of longer duration than twelve (12) months, and that
5 the Contracting Officer asserts that it is under no obligation to provide the Contractor with an
6 interim renewal contract of any particular duration. Accordingly, the parties further acknowledge
7 that (i) the foregoing process represents a mutual accommodation to facilitate their joint desire to
8 proceed with the development of a long-term renewal contract in an expeditious and orderly
9 manner, (ii) they each preserve their respective rights and positions relative to the entitlement of
10 the Contractor to subsequent interim renewal contracts should they become necessary, and the
11 terms thereof, and (iii) their agreement to the process and interim renewal contract terms
12 described above is in no way intended to be, nor will it be interpreted as, a waiver of any such
13 rights or positions, all of which are and will be expressly preserved.

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

1 WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTOR

2 3. (a) Subject to the provisions set forth in Articles 11 and 12 hereof, and
3 consistent with applicable State water rights, permits and licenses, the Contractor is entitled to,
4 and the Contracting Officer shall be obligated to make available to the Contractor up to 25,000
5 acre-feet of Project Water for irrigation and/or municipal and industrial purposes during the term
6 of this interim renewal contract. The quantity of Project Water delivered to the Contractor in
7 accordance with this Article 3(a) in any Year shall be scheduled and paid for pursuant to the
8 provisions of Articles 4 and 7 hereof, and shall not exceed the quantity of Project Water the
9 Contractor intends to put to reasonable beneficial use within the Contractor's Boundaries or sold,
10 transferred, or exchanged pursuant to Article 9 during the term of this interim renewal contract.

11 (b) The Contractor shall utilize the Project Water made available to it pursuant
12 to this interim renewal contract in accordance with all applicable requirements of any Biological
13 Opinion addressing the execution of this interim renewal contract developed pursuant to Section
14 7 of the Endangered Species Act of 1973 as amended, and in accordance with environmental
15 documentation as may be required for specific activities, including conversion of Irrigation Water
16 to M&I Water.

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

1 (d) If the Contracting Officer determines that Project Water, or other water
2 available to the Project, can be made available to the Contractor in addition to the quantity of
3 Project Water made available to the Contractor pursuant to subdivision (a) of this Article, the
4 Contracting Officer shall so notify the Contractor. If the Contractor requests the delivery of any
5 quantity of such water, the Contracting Officer shall make such water available to the Contractor
6 in accordance with applicable statutes, regulations, guidelines and policies.

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

13 (f) The Contractor's right pursuant to Federal Reclamation law and applicable
14 State law to the beneficial use of water furnished pursuant to this interim renewal contract, any
15 subsequent interim renewal contract and, as described in Article 2(a), any long-term renewal
16 contract, shall not be disturbed so long as the Contractor shall fulfill all of its obligations under
17 this interim renewal contract and any such renewal thereof. Nothing in the preceding sentence
18 shall affect the Contracting Officer's ability to impose shortages under Article 12(b) of this
19 interim renewal contract and the applicable provisions of any such renewal thereof.

20 (g) Notwithstanding subdivisions (j) and (l) of Article 1, Project Water
21 furnished to the Contractor pursuant to this interim renewal contract may be delivered for

1 purposes other than those described in subdivisions (j) and (l) of Article 1 upon written approval
2 by the Contracting Officer in accordance with the terms and conditions of such approval.

3 (h) The Contractor may request, in writing, and the Contracting Officer may
4 approve, in writing, the Contractor's first or initial use of any Project Water to which it is entitled
5 under subdivision (a) of this Article 3 as M&I Water; Provided, that any requirements of Federal
6 Law, including without limitation those set forth in subdivision (b) of Article 3 which apply to
7 the delivery and use of such quantities of Project Water as M&I Water have been met: Provided
8 further, That no additional approval of the Contracting Officer shall be required for the
9 continuing use of water as M&I Water.

10 TIME FOR DELIVERY OF WATER

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

21 (b) On or before each March 1, the Contractor shall submit to the Contracting
22 Officer and at such other times as necessary, a written schedule, satisfactory to the Contracting

1 Officer, showing the times, and quantities of Project Water to be delivered by the United States
2 to the Contractor during the upcoming Year pursuant to this interim renewal contract, and,
3 consistent with subdivision (a) of Article 3 herein.

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

9 POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

10 5. (a) The Project Water to be furnished to the Contractor pursuant to this
11 interim renewal contract shall be made available to the Contractor at approved turnouts on the
12 Canal Facilities and any additional point or points of delivery either on Project facilities or
13 another location or locations mutually agreed to in writing by the Contracting Officer and the
14 Contractor. The United States shall furnish such power as may be necessary to pump Project
15 Water at the existing Tehama-Colusa Canal side pumping plants and at existing relift stations at
16 heads and elevations sufficient to irrigate by gravity all areas within the Contractor's Boundaries
17 below elevation 300 (MSL).

18 (b) The Contracting Officer shall make all reasonable efforts to maintain
19 sufficient flows and levels of water in the Canal Facilities to furnish Project Water to the
20 Contractor at the full design capacity of the turnout(s) established as a delivery point(s) pursuant
21 to subdivision (a) of this Article. The parties acknowledge that it may be necessary from time to
22 time to shut down the canal for maintenance or emergencies. Except in the case of emergency,

1 the Contracting Officer shall consult with the Contractor to schedule the shut down at such times
2 and for such duration as will allow for the work to be accomplished completely and efficiently,
3 and with a minimum of disruption of water service to the Contractor. In this regard, shut downs
4 will, to the extent reasonably possible, be limited to the months of December and January.

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

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

18 (e) Neither the United States nor any Operating Non-Federal Entity shall be
19 responsible for the control, carriage, handling, use, disposal, or distribution of Project Water
20 made available to the Contractor pursuant to this interim renewal contract beyond the delivery
21 points specified in subdivision (a) of this Article. The Contractor shall indemnify the United
22 States its officers, employees, agents and assigns on account of damage or claim of damage of

1 any nature whatsoever for which there is legal responsibility, including property damage,
2 personal injury or death arising out of or connected with the control, carriage, handling, use,
3 disposal, or distribution of such Project Water beyond such delivery points, except for any
4 damage or claim arising out of (i) acts performed by the United States or any of its officers,
5 employees, agents or assigns, including any responsible Operating Non-Federal Entity, with the
6 intent of creating the situation resulting in any damage or claim, (ii) willful misconduct of the
7 United States or any of its officers, employees, agents, or assigns, including any responsible
8 Operating Non-Federal Entity, or (iii) negligence of the United States or any of its officers,
9 employees, agents or assigns including any responsible Operating Non-Federal Entity.

10 MEASUREMENT OF WATER WITHIN THE DISTRICT

11 6. (a) The Contractor shall ensure that, unless the Contractor has established an
12 alternative measurement program satisfactory to the Contracting Officer, all surface water
13 delivered for irrigation purposes within the Contractor's Boundaries is measured at each
14 agricultural turnout and such water delivered for municipal and industrial purposes is measured
15 at each municipal and industrial service connection. All water measuring devices or water
16 measuring methods of comparable effectiveness must be acceptable to the Contracting Officer.
17 The Contractor shall be responsible for installing, operating, and maintaining and repairing all
18 such measuring devices and implementing all such water measuring methods at no cost to the
19 United States. The Contractor shall use the information obtained from such water measuring
20 devices or water measuring methods to ensure proper management of the water; to bill water
21 users for water delivered by the Contractor; and, if applicable, to record water delivered for
22 municipal and industrial purposes by customer class as defined in its water conservation plan.

1 Nothing herein contained, however, shall preclude the Contractor from establishing and
2 collecting any charges, assessments or other revenues authorized by California law. The
3 Contractor shall include a summary of its annual surface water deliveries in the annual report
4 described in Article 25(d).

5 (b) Omitted.

6 (c) All new surface water delivery systems installed within the Contractor's
7 Boundaries after the effective date of this interim renewal contract shall also comply with the
8 measurement provisions described in subdivision (a) of this Article.

9 (d) The Contractor shall inform the Contracting Officer and the State of
10 California in writing by April 30 of each Year of the monthly volume of surface water delivered
11 within the Contractor's Boundaries during the previous Year.

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

16 RATES AND METHOD OF PAYMENT FOR WATER

17 7. (a) The Contractor shall pay the United States in monthly payments as
18 provided in this Article for the quantities of Delivered Water furnished to the Contractor pursuant
19 to this interim renewal contract. Such payments shall consist of the applicable Rates and
20 Charges determined annually in accordance with applicable Federal law and associated
21 regulations. The Rates and Charges applicable upon execution of this interim renewal contract
22 are set forth in Exhibit "B."

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

3 (1) Prior to July 1, of each Calendar Year, the Contracting Officer
4 shall provide the Contractor the preliminary calculation of the Charges that will be applied for
5 the period October 1, of the current Calendar Year, through September 30, of the following
6 Calendar Year, and identify the statutes, regulations and guidelines used as the basis for such
7 calculations. On or before September 15, of each Calendar Year, the Contracting Officer shall
8 notify the Contractor in writing of the Charges to be in effect during the period October 1, of the
9 current Calendar Year, through September 30, of the following Calendar Year, and such
10 notification shall revise Exhibit "B."

11 (2) Prior to October 1 of each Calendar Year, the Contracting Officer
12 shall make available to the Contractor an estimate of the Rates of payment for the following Year
13 and the computations and cost allocations upon which those Rates are based. The Contractor
14 shall be allowed not less than two months to review and comment on such computations and cost
15 allocations. By December 31 of each Calendar Year, the Contracting Officer shall provide the
16 Contractor with the final Rates to be in effect for the upcoming Year, and such notification shall
17 revise Exhibit "B."

18 (c) At the time the Contractor submits the initial schedule for the delivery of
19 Project Water for each Year pursuant to Article 4(b) of this interim renewal contract, the
20 Contractor shall pay the United States the total amount payable pursuant to the applicable Rate(s)
21 for all Project Water scheduled to be delivered pursuant to this interim renewal contract during
22 the first two (2) calendar months of the Year. Before the end of the first month or part thereof of

1 the Year, and before the end of each calendar month thereafter, the Contractor shall pay pursuant
2 to the applicable Rate(s) for all Project Water scheduled to be delivered pursuant to this interim
3 renewal contract during the second month immediately following. Adjustments between the
4 payments for the scheduled amount of Project Water and the appropriate payments for quantities
5 of Delivered Water furnished pursuant to this interim renewal contract each month shall be made
6 before the end of the following month: Provided, That any revised schedule submitted by the
7 Contractor pursuant to Article 4 which increases the amount of Project Water to be delivered
8 pursuant to this interim renewal contract during any month shall be accompanied with
9 appropriate payment for Rates to assure that Project Water is not furnished to the Contractor in
10 advance of such payment. In any month in which the quantity of Delivered Water furnished to
11 the Contractor pursuant to this interim renewal contract equals the quantity of Project Water
12 scheduled and paid for by the Contractor, no additional Project Water shall be made available to
13 the Contractor unless and until payment of Rates for such additional Project Water is made.
14 Final adjustment between the payments of Rates for the Project Water scheduled and the
15 quantities of Delivered Water furnished during each Year pursuant to its contract shall be made
16 as soon as possible but no later than April 30th of the following Year.

17 (d) The Contractor shall pay all Charges owing for Delivered Water before the
18 end of the month following the month of delivery. Such amounts shall be consistent with the
19 quantities of Irrigation Water and M&I Water shown in the United States' water delivery report
20 for the subject month. The water delivery report shall be regarded by the Contractor as a bill for
21 the payment of appropriate Charges. Any monthly adjustment for overpayment or underpayment
22 of Charges shall be accomplished through the adjustment of Charges due to the United States in

1 the next month. By March 31, of each Year, the Contractor shall make any additional payment
2 of Charges it is obligated to make for Delivered Water furnished to the Contractor pursuant to its
3 contract for the previous Year. The amount to be paid for past due payment of Charges shall be
4 computed pursuant to Article 19 of this interim renewal contract.

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

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

10 (g) Revenues received by the United States pursuant to this interim renewal
11 contract shall be allocated and applied in accordance with Federal Reclamation law, including
12 but not limited to, subsection 3 of Section 1 of the Act of July 2, 1956 (70 Stat. 483), and
13 subsection (f) of Section 3405, subsection (c)(1) of Section 3406 and subsection (d)(2)(A) of
14 Section 3407 of the CVPIA, and the associated regulations, including but not limited to, the
15 Project Irrigation Water ratesetting policy and the Project M&I ratesetting policy promulgated
16 pursuant to the Administrative Procedures Act.

17 (h) At the Contractor's request, the Contracting Officer shall provide to the
18 Contractor an accounting of all of the expenses allocated and the disposition of all revenues
19 received pursuant to this interim renewal contract in sufficient detail to allow the Contractor to
20 determine that the allocation of expenses and disposition of all revenues received was
21 accomplished in conformance with Federal Reclamation law and the associated regulations. The

1 Contracting Officer and the Contractor shall enter into good faith negotiations to resolve any
2 discrepancies or disputes arising out of said accounting of the Contractor's review thereof.

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

10 NON-INTEREST BEARING OPERATION AND MAINTENANCE DEFICITS

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

14 TRANSFERS OR EXCHANGES OF WATER

15 9. (a) The right to Project Water provided for in this interim renewal contract
16 may be sold, transferred, or exchanged to others for beneficial uses within the State of California
17 if such sale, transfer or exchange is authorized by applicable Federal laws, State laws, and
18 applicable guidelines or regulations then in effect. The right to sell, transfer or exchange Project
19 Water shall include, and the Contracting Officer shall apply this Article in a manner that does not
20 impede or restrict, lawful short-term sales, transfers, or exchanges of the type the Contractor
21 historically carried out with approval of the Contracting Officer under Contract No. 14-06-200-

1 8222, as amended. No sale, transfer or exchange of the right to Project Water under this interim
2 renewal contract may take place without the prior written approval of the Contracting Officer.

3 (b) For the purpose of determining whether section 3405 (a)(1)(M) of the
4 CVPIA applies to the Contractor as a transferor or transferee of Project Water, the Contracting
5 Officer acknowledges that the Contractor is within a county, watershed, or other area of origin, as
6 those terms are utilized under California law, of water that constitutes the natural flow of the
7 Sacramento River and its tributaries above the confluence of the American and Sacramento
8 Rivers.

9 APPLICATION OF PAYMENTS AND ADJUSTMENTS

10 10. (a) The amount of any overpayment by the Contractor shall be applied first to
11 any accrued indebtedness arising out of this interim renewal contract then due and payable by the
12 Contractor. Any amount of such overpayment then remaining shall, at the option of the
13 Contractor, be refunded to the Contractor or credited upon amounts to become due to the United
14 States from the Contractor under the provisions hereof in the following months. With respect to
15 overpayment, such adjustment shall constitute the sole remedy of the Contractor or anyone
16 having or claiming to have the right to the use of any of the water supply provided for herein.

17 (b) All advances for miscellaneous costs incurred for work requested by the
18 Contractor pursuant to Article 24 shall be adjusted to reflect the actual costs when the work has
19 been completed. If the advances exceed the actual costs incurred, the difference will be refunded
20 to the Contractor. If the actual costs exceed the Contractor's advances, the Contractor will be
21 billed for the additional costs pursuant to Article 24.

1 pursuant to this interim renewal contract within the Contractor's Boundaries by the Contractor or
2 those claiming by, through, or under the Contractor.

3 WATER SHORTAGE AND APPORTIONMENT

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

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

16 (c) In any Year in which there may occur a shortage for any of the reasons
17 specified in subdivision (b) above, the Contracting Officer shall apportion the available Project
18 Water supply among the Contractor and others entitled, under existing contracts and future
19 contracts (to the extent such future contracts are permitted under subsections (a) and (b) of
20 Section 3404 of the CVPIA) and renewals thereof, to receive Project Water consistent with the
21 contractual obligations of the United States.

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

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

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

1 Project water are constructed with funds made available pursuant to Federal Reclamation law,
2 the non-Project water will be subject to Federal Reclamation law, until such funds have been
3 repaid.

4 OPINIONS AND DETERMINATIONS

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

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

17 CHARGES FOR DELINQUENT PAYMENTS

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

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

7 (c) When a partial payment on a delinquent account is received, the amount
8 received shall be applied, first to the penalty, second to the administrative charges, third to the
9 accrued interest, and finally to the overdue payment.
10

11 EQUAL OPPORTUNITY

12

13 20. During the performance of this contract, the Contractor agrees as follows:
14

15 (1) The Contractor will not discriminate against any employee or applicant for
16 employment because of race, color, religion, sex, or national origin. The Contractor will
17 take affirmative action to ensure that applicants are employed, and that employees are
18 treated during employment, without regard to their race, color, religion, sex, or national
19 origin. Such action shall include, but not be limited to, the following: Employment,
20 upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or
21 termination, rates of payment or other forms of compensation; and selection for training,
22 including apprenticeship. The Contractor agrees to post in conspicuous places, available
23 to employees and applicants for employment, notices to be provided by the Contracting
24 Officer setting forth the provisions of this nondiscrimination clause.
25

26 (2) The Contractor will, in all solicitations or advertisements for employees
27 placed by or on behalf of the Contractor, state that all qualified applicants will receive
28 consideration for employment without discrimination because of race, color, religion, sex,
29 or national origin.
30

31 (3) The Contractor will send to each labor union or representative of workers
32 with which it has a collective bargaining agreement or other contract or understanding, a
33 notice, to be provided by the Contracting Officer, advising the said labor union or
34 workers' representative of the Contractor's commitments under Section 202 of Executive
35 Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous
36 places available to employees and applicants for employment.
37

38 (4) The Contractor will comply with all provisions of Executive Order No.
39 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant
40 orders of the Secretary of Labor.
41

42 (5) The Contractor will furnish all information and reports required by said
43 amended Executive Order and by the rules, regulations, and orders of the Secretary of

1 Labor, or pursuant thereto, and will permit access to its books, records, and accounts by
2 the Contracting Officer and the Secretary of Labor for purposes of investigation to
3 ascertain compliance with such rules, regulations, and orders.
4

5 (6) In the event of the Contractor's noncompliance with the nondiscrimination
6 clauses of this contract or with any of the said rules, regulations, or orders, this contract
7 may be canceled, terminated, or suspended, in whole or in part, and the Contractor may
8 be declared ineligible for further Government contracts in accordance with procedures
9 authorized in said amended Executive Order, and such other sanctions may be imposed
10 and remedies invoked as provided in said Executive Order, or by rule, regulation, or order
11 of the Secretary of Labor, or as otherwise provided by law.
12

13 (7) The Contractor will include the provisions of paragraphs (1) through (7) in
14 every subcontract or purchase order unless exempted by the rules, regulations, or orders
15 of the Secretary of Labor issued pursuant to Section 204 of said amended Executive
16 Order, so that such provisions will be binding upon each subcontractor or vendor. The
17 Contractor will take such action with respect to any subcontract or purchase order as may
18 be directed by the Secretary of Labor as a means of enforcing such provisions, including
19 sanctions for noncompliance: Provided, however, That in the event the Contractor
20 becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a
21 result of such direction, the Contractor may request the United States to enter into such
22 litigation to protect the interests of the United States.
23

24 GENERAL OBLIGATION--BENEFITS
25 CONDITIONED UPON PAYMENT
26

27 21. (a) The obligation of the Contractor to pay the United States as provided in
28 this contract is a general obligation of the Contractor notwithstanding the manner in which the
29 obligation may be distributed among the Contractor's water users and notwithstanding the default
30 of individual water users in their obligations to the Contractor.
31

32 (b) The payment of charges becoming due hereunder is a condition precedent
33 to receiving benefits under this contract. The United States shall not make water available to the
34 Contractor through project facilities during any period in which the Contractor may be in arrears
35 in the advance payment of water rates due the United States. The Contractor shall not furnish
36 water made available pursuant to this contract for lands or parties which are in arrears in the
37 advance payment of water rates levied or established by the Contractor.
38

39 COMPLIANCE WITH CIVIL RIGHTS LAWS
40 AND REGULATIONS
41

42 22. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
43 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the

1 Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights
2 laws, as well as with their respective implementing regulations and guidelines imposed by the
3 U.S. Department of the Interior and/or Bureau of Reclamation.
4

5 (b) These statutes require that no person in the United States shall, on the
6 grounds of race, color, national origin, handicap, or age, be excluded from participation in, be
7 denied the benefits of, or be otherwise subjected to discrimination under any program or activity
8 receiving financial assistance from the Bureau of Reclamation. By executing this contract, the
9 Contractor agrees to immediately take any measures necessary to implement this obligation,
10 including permitting officials of the United States to inspect premises, programs, and documents.
11

12 (c) The Contractor makes this agreement in consideration of and for the
13 purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other
14 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of
15 Reclamation, including installment payments after such date on account of arrangements for
16 Federal financial assistance which were approved before such date. The Contractor recognizes
17 and agrees that such Federal assistance will be extended in reliance on the representations and
18 agreements made in this Article, and that the United States reserves the right to seek judicial
19 enforcement thereof.
20

21 PRIVACY ACT COMPLIANCE

22

23 23. (a) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a)
24 (the Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et
25 seq.) in maintaining landholder acreage certification and reporting records, required to be
26 submitted to the Contractor for compliance with sections 206 and 228 of the Reclamation
27 Reform Act of 1982 (96 Stat. 1266), and pursuant to 43 CFR 426.10.
28

29 (b) With respect to the application and administration of the criminal penalty
30 provisions of the Act (5 U.S.C. 552a(i)), the Contractor and the Contractor's employees
31 responsible for maintaining the certification and reporting records referenced in (a) above are
32 considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).
33

34 (c) The Contracting Officer or a designated representative shall provide the
35 Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau
36 of Reclamation Federal Register Privacy Act System of Records Notice (Acreage Limitation--
37 Interior, Reclamation-31) which govern the maintenance, safeguarding, and disclosure of
38 information contained in the landholder's certification and reporting records.
39

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

1 (e) The Contractor shall forward promptly to the System Manager each
2 proposed denial of access under 43 CFR 2.64; and each request for amendment of records filed
3 under 43 CFR 2.71; notify the requester accordingly of such referral; and provide the System
4 Manager with information and records necessary to prepare an appropriate response to the
5 requester. These requirements do not apply to individuals seeking access to their own
6 certification and reporting forms filed with the Contractor pursuant to 43 CFR 426.10, unless the
7 requester elects to cite the Privacy Act as a basis for the request.
8

9 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

10
11 24. In addition to all other payments to be made by the Contractor pursuant to this
12 contract, the Contractor shall pay to the United States, within sixty (60) days after receipt of a bill
13 and detailed statement submitted by the Contracting Officer to the Contractor for such specific
14 items of direct cost incurred by the United States for work requested by the Contractor associated
15 with this interim renewal contract plus a percentage of such direct costs for administrative and
16 general overhead in accordance with applicable Bureau of Reclamation policy and procedures.
17 All such amounts referred to in this Article shall not exceed the amount agreed to in writing in
18 advance by the Contractor. This Article shall not apply to costs for routine contract
19 administration.

20 WATER CONSERVATION

21 25. (a) Prior to the delivery of water provided from or conveyed through Federally
22 constructed or Federally financed facilities pursuant to this contract, the Contractor shall be
23 implementing an effective water conservation program based on the Contractor's water
24 conservation plan that has been determined by the Contracting Officer to meet the conservation
25 and efficiency criteria established under Federal law. The water conservation program shall
26 contain definite water conservation objectives, appropriate economically feasible water
27 conservation measures, and time schedules for meeting those objectives.

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

6 (c) As part of the water conservation program, the Contractor shall develop
7 and be implementing a tiered block water pricing program that promotes conservation and the
8 efficient management of Project Water during the term of this contract. Such pricing program for
9 Project Water shall take into account all relevant circumstances, including without limitation,
10 water shortages imposed under this interim renewal contract and the availability and cost of the
11 Contractor's and individual water user's non-Project alternative sources of supply, including
12 ground water and other non-Project water supplies, so that the Contractor's pricing structure
13 provides incentives for conservation and the efficient management of overall water supply
14 available to water users served by the Contractor. Provided, That no such tiered block water
15 pricing program need be implemented by the Contractor if the Contracting Officer determines,
16 based on information provided by the Contractor, that (i) such a pricing structure will not result
17 in significant conservation of water available for use within the Contractor's service area,
18 including ground water or (ii) other pricing program, conservation or management measures are
19 more appropriate and/or will result in comparable or better conservation of the water supplies
20 available within the Contractor's boundaries. Provided further, If the Contractor fails to, or elects
21 not to, comply with this subdivision of Article 25, then any subsequent interim renewal contract

1 shall contain a tiered pricing contractual provision pursuant to subsection (d) of Section 3405 of
2 the CVPIA.

3 (d) The Contractor shall submit to the Contracting Officer by
4 December 31, of each Calendar Year, an annual report on the status of its implementation of the
5 water conservation program.

6 EXISTING OR ACQUIRED WATER OR WATER RIGHTS

7 26. Except as specifically provided in Article 17 of this contract, the provisions of this
8 interim renewal contract shall not be applicable to or affect water or water rights now owned or
9 hereafter acquired by the Contractor or any user of such water within the Contractor's Boundaries
10 from other than the United States by the Contractor. Any such water shall not be considered
11 Project Water under this contract. In addition, this interim renewal contract shall not be
12 construed as limiting or curtailing any rights which the Contractor or any water user within the
13 Contractor's Boundaries acquires or has available under any other contract pursuant to the
14 Federal Reclamation law.

15 OPERATION AND MAINTENANCE BY NON-FEDERAL ENTITY

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

21 (b) Since the Contracting Officer has notified the Contractor in writing that
22 the operation and maintenance of a portion of the Canal Facilities has been transferred to an

1 Operating Non-Federal Entity, the Contractor shall pay directly to such Operating Non-Federal
2 Entity all rates, charges, or assessments of any kind, including any assessment for reserve funds,
3 which the Operating Non-Federal Entity determines, sets, or establishes for the operation and
4 maintenance of the portion of the Canal Facilities operated and maintained by the Operating
5 Non-Federal Entity, all in compliance with all provisions of Article 7 hereof. The Contractor
6 shall also submit to the Non-Federal Entity, as fiscal agent for the Secretary, that portion of the
7 Contractor's obligation to the United States for its allocated share of the Project construction
8 costs and its allocated share of the remaining operation and maintenance costs for the Project.

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

13 (d) In the event the operation and maintenance of the portion of the Canal
14 Facilities transferred to the Operating Non-Federal Entity is reassumed by the United States
15 during the term of this contract, the Contracting Officer shall so notify the Contractor, in writing,
16 and present to the Contractor a revised Exhibit B which shall include the portion of the Rates for
17 water under this contract representing the operation and maintenance costs of the portion of the
18 Canal Facilities which has been reassumed. The Contractor shall thereafter, and in the absence
19 of written notification from the Contracting Officer to the contrary, pay the Rates specified in the
20 revised Exhibit B directly to the United States, in compliance with Article 7 herein.

21 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

1 decision holding that such provision is legally invalid or unenforceable and the Contractor has
2 not intervened in that lawsuit in support of the plaintiff(s), the parties to this interim renewal
3 contract shall use their best efforts to (i) within thirty (30) days of the date of such final court
4 decision identify by mutual agreement the provisions in this interim renewal contract which must
5 be revised, and (ii) within three (3) months thereafter promptly agree on the appropriate
6 revision(s). The time periods specified above may be extended by mutual agreement of the
7 parties. Pending the completion of the actions designated above, to the extent it can do so
8 without violating any applicable provisions of law, the United States shall continue to make the
9 quantities of Project Water specified in this interim renewal contract available to the Contractor
10 pursuant to the provisions of this interim renewal contract which were not found to be legally
11 invalid or unenforceable in the final court decision.

12 OFFICIALS NOT TO BENEFIT

13
14 32. No Member of or Delegate to Congress, Resident Commissioner or official of the
15 Contractor shall benefit from this contract other than as a water user or landowner in the same
16 manner as other water users or landowners.

17
18 CHANGES IN CONTRACTOR'S BOUNDARIES

19
20 33. While this contract is in effect, no change may be made in the Contractor's
21 boundaries, by inclusion or exclusion of lands, dissolution, consolidation, merger or otherwise,
22 except upon the Contracting Officer's written consent.

23
24 NOTICES

25
26 34. Any notice, demand, or request authorized or required by this contract shall be
27 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
28 delivered to the Area Manager, Northern California Area Office, Bureau of Reclamation, 16349
29 Shasta Dam Boulevard, Shasta Lake, California 96019-8400 and on behalf of the United States,
30 when mailed, postage prepaid, or delivered to the Board of Directors of the Westside Water
31 District, 5005 Highway 20, Williams, California 95987. The designation of the addressee or the

1 address may be changed by notice given in the same manner as provided in this Article for other notices.

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

3
4
5 THE UNITED STATES OF AMERICA

WESTSIDE WATER DISTRICT

6
7
8
9
10
11 By: /s/ Lowell F. Ploss
12 Acting Regional Director
13 Mid-Pacific Region
14 Bureau of Reclamation

By: /s/ Robert Harper
President

15
16
17
18 Attest: /s/ Lisa Weber
19 Secretary

20
21
22 (SEAL)

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

/s/ James E. Turner

OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR