

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
Preamble	THIS CONTRACT, made this 6th day of April, 1964, in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and, acts amendatory or supplementary thereto, between THE UNITED STATES OF AMERICA (hereinafter referred to as the United States), acting through the Secretary of the Interior, and _____ (hereinafter referred to as the Contractor),	THIS CONTRACT, made this ____ day of _____, 2002, in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary thereto, including, but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1262), October 27, 1986 (100 Stat. 3050), as amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, and _____, hereinafter referred to as the Contractor, a public agency of the State of California, duly organized, existing, and acting pursuant to the laws thereof, with its principal place of business in California; <i>(may change depending on contracting entity)</i>
Explanatory Recitals	WHEREAS, the United States, pursuant to authorizing acts, has under construction and is operating the Central Valley Project, California, for the development, conservation, and utilization of water resources in California in the Sacramento, the American, the San Joaquin, and the Trinity River Basins; and WHEREAS, the Contractor asserts that it has rights to divert, is diverting, and will continue to divert for reasonable beneficial use, water from the natural flow of the Sacramento River and tributaries thereto, that would have been flowing therein if the Central Valley Project were not in existence; and WHEREAS, the construction and operation of the integrated and coordinated Central Valley Project have changed and will further change the regimen of the Sacramento, American, San Joaquin, and Trinity Rivers and the Sacramento-San Joaquin	WHEREAS, the United States has constructed and is operating the Central Valley 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 WHEREAS, the Contractor asserts that it has rights to divert, is diverting, and will continue to divert for reasonable beneficial use, water from the natural flow of the Sacramento River and tributaries thereto, that would have been flowing therein if the Central Valley Project were not in existence; and WHEREAS, the construction and operation of the integrated

¹ Certain Articles appearing in the Existing contract have been omitted from the Draft contract. Articles covering the same topic may not have the same Article number.

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	<p>Delta from unregulated flow to regulated flow; and WHEREAS, the United States asserts that it has rights to divert, is diverting, and will continue to divert waters from said Rivers and the said Delta in connection with the operation of said Central Valley Project, and WHEREAS, to assure the Contractor of the enjoyment and use of the regulated flow of the said Rivers and the Delta, and to provide for the economical operation of the Central Valley Project by, and the reimbursement to, the United States for expenditures made for said Project; NOW, THEREFORE, in consideration of the covenants herein contained, it is agreed as follows:</p>	<p>and coordinated Central Valley Project has changed and will further change the regimen of the Sacramento, American, San Joaquin, and Trinity Rivers and the Sacramento-San Joaquin Delta from unregulated flow to regulated flow; and WHEREAS, the United States asserts that it has rights to divert, is diverting, and will continue to divert waters from said Rivers and said Delta in connection with the operation of said Central Valley Project, and WHEREAS, the Contractor and the United States entered into Contract No. _____, as amended, hereinafter referred to as the Existing Contract, which established terms for the delivery to the Contractor of Central Valley Project Water and the quantities of Base Supply the Contractor may divert from the Sacramento River from _____ through _____; and WHEREAS, the Contractor has requested the long-term renewal of the Existing Contract, pursuant to the terms of the Existing Contract, Federal Reclamation law, and the laws of the State of California, and the United States has determined that the Contractor has fulfilled all of its obligations under the Existing Contract; and WHEREAS, to assure the Contractor of the enjoyment and use of the regulated flow of the said Rivers and the Delta, and to provide for the economical operation of the Central Valley Project by, and the reimbursement to, the United States for expenditures made for said Project; NOW, THEREFORE, in consideration of the performance of the herein contained provisions, conditions, and covenants, it is agreed as follows:</p>
1. Definitions	<p>1. When used herein, unless otherwise expressed or incompatible with the intent hereof, the term: (a) "Secretary" or "Contracting Officer" shall mean the Secretary of the United States Department of the Interior or his</p>	<p>1. When used herein, unless otherwise expressed or incompatible with the intent hereof, the term: (a) "Base Supply" shall mean the quantity of water established in Articles 3 and 5 which the United States agrees may be diverted</p>

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	<p>duly authorized representative;</p> <p>(b) "Project" shall mean the Central Valley Project, California, of the Bureau of Reclamation;</p> <p>(c) "year" shall mean a calendar year;</p> <p>(d) "base supply" shall mean the quantity of water established in Articles 3 and 5 which the United States agrees may be diverted by the Contractor from the Sacramento River each month during the period April through October of each year without payment to the United States for such quantities diverted;</p> <p>(e) "Project water" shall mean all water diverted or scheduled to be diverted each month during the period April through October of each year by the Contractor from the Sacramento River which is in excess of the base supply. The United States recognizes the right of the Contractor to make arrangements for acquisition of water from projects of others than the United States for delivery through the Sacramento River and tributaries subject to agreement between Contractor and the United States as to identification of such water which water when so identified shall not be deemed Project water under this contract;</p> <p>(f) "water year" shall mean the period commencing with October 1 of one year and extending through September 30 of the next;</p> <p>(g) "total supply" shall mean the sum of the base supply and Project water;</p> <p>(h) "Critical year" shall mean any year in which either of the following eventualities exists:</p> <p>(1) The forecasted full natural inflow to Shasta Lake for the current water year, as such forecast is made by the United States on or before February 15 and reviewed as frequently thereafter as conditions and information warrant, is equal to or less than 3,200,000 acre-feet; or</p> <p>(2) The total accumulated actual deficiencies below</p>	<p>by the Contractor from the Sacramento River each month during the period April through October of each Year without payment to the United States for such quantities diverted;</p> <p>(b) "Charges" shall mean the payments for Project Water required by Federal Reclamation law in addition to the Rates specified in this Contract as determined annually by the Contracting Officer pursuant to this Contract;</p> <p>(c) "Contract Total" shall mean the sum of the Base Supply and Project Water available for diversion by the Contractor for the period April 1 through October 31;</p> <p>(d) "Critical Year" shall mean any Year in which either of the following eventualities exists:</p> <p>(1) The forecasted full natural inflow to Shasta Lake for the current Water Year, as such forecast is made by the United States on or before February 15 and reviewed as frequently thereafter as conditions and information warrant, is equal to or less than three million two hundred thousand (3,200,000) acre-feet; or</p> <p>(2) The total accumulated actual deficiencies below four million (4,000,000) acre-feet in the immediately prior Water Year or series of successive prior Water Years each of which had inflows of less than four million (4,000,000) acre-feet, together with the forecasted deficiency for the current Water Year, exceed eight hundred thousand (800,000) acre-feet. For the purpose of determining a Critical Year the computed inflow to Shasta Lake under present upstream development above Shasta Lake shall be used as the full natural inflow to Shasta Lake. In the event that major construction occurs above Shasta Lake after April 1, 2004, which materially alters the present regimen of the stream systems contributing to Shasta Lake, the computed inflow to Shasta Lake used to define a Critical Year will, be adjusted to eliminate the effect of such material alterations. After consultation with the State of California, the National Weather Service, and other recognized forecasting agencies, the Contracting Officer will</p>

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	<p>4,000,000 acre-feet in the immediately prior water year or series of successive prior water years each of which had inflows of less than 4,000,000 acre-feet, together with the forecasted deficiency for the current water year, exceed 800,000 acre-feet. For the purpose of determining a critical year, the computed inflow to Shasta Lake under present upstream development above Shasta Lake shall be used as the full natural inflow to Shasta Lake. In the event that major construction occurs above Shasta Lake after September 1, 1963, materially alters the present regimen of the stream systems contributing to Shasta Lake, the computed inflow to Shasta Lake used to define a critical year will be adjusted to eliminate the effect of such material alterations. After consultation with the State, the Weather Bureau, and other recognized forecasting agencies, the Contracting Officer will select the forecast to be used and will make the details of it available to the Contractor. The same forecasts used by the United States for the operation of the Project shall be used to make the forecasts hereunder; and</p> <p>(i) “eligible land” shall mean nonexcess land as defined in Article 20 hereof together with excess land for which valid recordable contracts have been executed in accordance with said Article 20.</p>	<p>select the forecast to be used and will make the details of it available to the Contractor. The same forecasts used by the United States for the operation of the Project shall be used to make the forecasts hereunder;</p> <p>(e) “CVPIA” shall mean the Central Valley Project Improvement Act, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706);</p> <p>(f) “Eligible Lands” shall mean all lands to which Project Water may be delivered in accordance with Section 204 of the Reclamation Reform Act of October 12, 1982 (96 Stat. 1263), as amended, hereinafter referred to as RRA;</p> <p>(g) “Excess Lands” shall mean all lands in excess of the limitations contained in Section 204 of the RRA, other than those lands exempt from acreage limitation under Federal Reclamation law;</p> <p>(h) “Full Cost Rate” shall mean that water rate described in Sections 205(a)(3) or 202(3) of the RRA, whichever is applicable;</p> <p>(i) “Ineligible Lands” shall mean all lands to which Project Water may not be delivered in accordance with Section 204 of the RRA;</p> <p>(j) “Landholder” shall mean a party that directly or indirectly owns or leases nonexempt land, as provided in 43 CFR 426.2;</p> <p>(k) “Project” shall mean the Central Valley Project owned by the United States and managed by the Department of the Interior, Bureau of Reclamation;</p> <p>(l) “Project Water” shall mean all water diverted or scheduled to be diverted each month during the period April through October of each Year by the Contractor from the Sacramento River which is in excess of the Base Supply. The United States recognizes the right of the Contractor to make arrangements for acquisition of water from projects of others than the United States for delivery through the Sacramento River and tributaries subject to written agreement between Contractor and the United States as to</p>

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		<p>identification of such water which water when so identified shall not be deemed Project Water under this contract;</p> <p>(m) "Rates" shall mean the payments for Project Water determined annually by the Contracting Officer in accordance with the then current applicable water ratesetting policies for the Project, as described in subdivision (a) of Article 8 of this Contract;</p> <p>(n) "Secretary" or "Contracting Officer" shall mean the Secretary of the Interior, a duly appointed successor, or an authorized representative acting pursuant to any authority of the Secretary and through any agency of the Department of the Interior;</p> <p>(o) "Water Year" shall mean the period commencing with October 1 of one year and extending through September 30 of the next; and</p> <p>(p) "Year" shall mean a calendar year.</p>
2. Term Of Contract	<p>2. This contract shall remain in effect until and including March 31, 2004: <u>Provided</u>, That under terms and conditions mutually agreeable to the parties hereto, renewals may be made for successive periods not to exceed forty (40) years each. The terms and conditions of each renewal shall be agreed upon not later than 1 year prior to the expiration of the then existing contract: <u>Provided further</u>, That upon written request by the Contractor of the Secretary made not later than 1 year prior to the expiration of this contract, whenever, account being taken of the amount then credited to the costs of construction of water supply works, the remaining amount of construction costs of water supply works which is properly assignable for ultimate return by the Contractor as established by the Secretary of the Interior pursuant to (3) of Section 1 of Public Law 643 (70 Stat. 483), probably can be repaid to the United States within the term of a contract under subsection (d), Section 9 of the 1939 Reclamation Project Act (53 Stat. 1187), this contract may be</p>	<p>2. This contract shall become effective April 1, 2004, and shall remain in effect until and including March 31, 2044: <u>Provided</u>, That under terms and conditions mutually agreeable to the parties hereto, renewals may be made for successive periods not to exceed forty (40) years each. The terms and conditions of each renewal shall be agreed upon not later than one (1) year prior to the expiration of the then existing contract: <u>Provided further</u>, That upon written request by the Contractor of the Secretary made not later than one (1) year prior to the expiration of this contract, whenever, account being taken of the amount then credited to the costs of construction of water supply works, the remaining amount of construction costs of water supply work which is properly assignable for ultimate return by the Contractor as established by the Secretary of the Interior pursuant to (3) of Section 1 of Public Law 643 (70 Stat. 483), probably can be repaid to the United States within the term of a contract under subsection (d), Section 9 of the 1939 Reclamation Project Act (53 Stat. 1187), this contract</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	converted to a contract under said subsection (d) upon terms and conditions mutually agreeable to the United States and the Contractor. Notwithstanding any provisions of this contract, the Contractor reserves and shall have all rights and benefits under Public Law 643.	may be converted to a contract under said subsection (d) upon terms and conditions mutually agreeable to the United States and the Contractor. Notwithstanding any provision of this contract, the Contractor reserves and shall have all rights and benefits under Public Law 643.
3. Water To Be Furnished To Contractor	<p>3. (a) Subject to the conditions, limitations, and provisions hereinafter expressed, the Contractor is hereby entitled and authorized to divert from the Sacramento River, for beneficial use within the area delineated on Exhibit B, attached hereto and made a part hereof, the total supply of water shown on, and in accordance with the schedule contained in Exhibit A, also attached hereto and made a part hereof, or any revision thereof as herein provided. The quantity of any water diverted from the Sacramento River to any lands within the boundaries of the Contractor, as delineated on Exhibit B, by the owner of such lands or otherwise shall constitute a part of the total supply as shown on Exhibit A, and shall be subject to all the provisions of this contract relating to such total supply as if such diversion were made by the Contractor.</p> <p>(b) The United States recognizes that the beneficial use by the Contractor of the total supply may be contingent upon its developing demands and that during the period prior to April 1, 1974, it may require a lesser quantity than that shown on Exhibit A. Prior to April 1 of each year during the said period, the Contractor shall order from the United States either the Project water supply as shown in Exhibit A or such lesser quantity as it desires each month during the ensuing irrigation season, and Exhibit A shall be considered revised accordingly.</p> <p>(c) On April 1, 1974, the Contractor shall order from the United States either the Project water supply as shown in Exhibit A, or such lesser quantity as it desires each month, and Exhibit A shall be considered revised accordingly and shall continue in effect during the remaining term hereof. The</p>	<p>3. (a) Subject to the conditions, limitations, and provisions hereinafter expressed, the Contractor is hereby entitled and authorized to divert from the Sacramento River at the locations shown in Exhibit A, for beneficial use within the area delineated on Exhibit B, (both Exhibits are attached hereto and made a part hereof), the Contract Total designated in Exhibit A, or any revision thereof, in accordance with the monthly operating schedule required by Article 3(b) of this contract. The quantity of any water diverted from the Sacramento River for use on any lands delineated on Exhibit B, by the owner of such lands or otherwise shall constitute a part of the Contract Total as shown on Exhibit A and shall be subject to all the provisions of this contract relating to such Contract Total as if such diversion were made by the Contractor.</p> <p>(b) The United States recognizes the need of the Contractor to vary from time to time its monthly diversions of water from the quantities shown in Exhibit A, or any revision thereof. Before April 1 of each Year the Contractor shall submit a written schedule to the Contracting Officer indicating the Contract Total to be diverted by the Contractor during each month. The United States shall furnish water to the Contractor in accordance with the monthly operating schedule or any revisions thereof: <u>Provided</u>, That in no event shall the total quantity scheduled for diversion by the Contractor from the Sacramento River:</p> <p>(1) During the period April through October exceed the aggregate of the Contract Total for those months shown in Exhibit A or any revision thereof;</p> <p>(2) During the period July through September exceed the</p>

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	<p>quantities of Project water diverted from the Sacramento River for beneficial use on the lands within the boundaries of the Contractor at any time thereafter, may be further reduced to the extent and in a manner as may be agreed upon by the Contractor and the Contracting Officer.</p> <p>(d) The United States recognizes the need of the Contractor to vary from time to time its monthly deliveries of water from the quantities shown in Exhibit A, or any revision thereof, and shall furnish water to the Contractor in accordance with its reasonable needs pursuant to revised monthly operating schedules to be furnished by it to the United States before each April 1 and before the 1st day of each month thereafter indicating the total supply to be diverted by the Contractor during each month: <u>Provided</u>, That in no event shall the total quantity scheduled or diverted by the Contractor from Sacramento River:</p> <p>(1) During the period April through October exceed the aggregate of the total supply for those months shown in Exhibit A or any revision thereof; and</p> <p>(2) During the period July through September exceed the aggregate of the total supply for those months shown in Exhibit A or any revision thereof.</p> <p>(e) The Contractor recognizes the complexities of operating Project facilities to make water available for diversion as herein provided and to perform other functions of the Project. To facilitate such operations at least 72 hours prior to the beginning of each weekly period it shall submit to the Contracting Officer its estimate of its aggregate and daily delivery requirements for each such period from the Sacramento River: <u>Provided</u>, <u>however</u>, That changes during any such period may be made upon the giving of a72-hour notice thereof to the Contracting Officer.</p> <p>(f) No sale or other disposal of any water or the right to the use thereof for use on land other than that shown on the</p>	<p>aggregate of the Contract Total for those months shown in Exhibit A or any revision thereof; and <u>Provided</u>, <u>further</u>, That with the prior written approval of the Contracting Officer, water to be diverted in April, May, or June may be diverted in September or October, or vice versa. The Contractor shall be charged a fee based upon the appropriate components of the water ratesetting policy for the Project for the Base Supply scheduled for diversion in April, May, or June that is diverted in September or October, or vice versa.</p> <p>(c) In the event conditions warrant, the Contracting Officer reserves the right to require the Contractor to submit, at least seventy-two (72) hours prior to the beginning of each weekly period, its estimate of daily diversion requirements for each such period from the Sacramento River: <u>Provided</u>, <u>however</u>, That changes during any such period may be made upon the giving of seventy-two (72) hours' notice thereof to the Contracting Officer.</p> <p>(d) No sale, transfer, exchange, or other disposal of any water or the right to the use thereof for use on land other than that shown on Exhibit B shall be made by the Contractor without:</p> <p>(1) First obtaining the written consent of the Contracting Officer; and</p> <p>(2) Compliance with all applicable State and Federal laws, including but not limited to the National Environmental Policy Act and the Endangered Species Act, and applicable guidelines or regulations then in effect.</p> <p>(e) Nothing herein contained shall prevent the Contractor from diverting water during the months of November through March for beneficial use on the land shown on Exhibit B to the extent authorized under the laws of the State of California.</p> <p>(f) The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of:</p> <p>(1) The quality of water to be diverted by the Contractor;</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	<p>Contractor’s Exhibit B shall be made by the Contractor without first obtaining the written consent of the United States thereto.</p> <p>(g) Nothing herein contained shall prevent the Contractor from diverting water during the months of November through March for beneficial use on the land shown on Exhibit B to the extent authorized under the law of the State of California.</p> <p>(h) The United States assumes no responsibility for and neither it nor its officers, agents, and employees shall have any liability for or on account of:</p> <p>(1) The control, carriage, handling, use, disposal, or distribution of said water outside the facilities constructed and then being operated and maintained by the United States;</p> <p>(2) Claims of damage of any nature whatsoever, including but not limited to, property loss or damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of said water outside of the hereinabove referred to facilities; and</p> <p>(3) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors in operation, drought, or unavoidable causes.</p>	<p>(2) The control, carriage, handling, use, disposal, or distribution of water diverted by the Contractor outside the facilities constructed and then being operated and maintained by or on behalf of the United States;</p> <p>(3) Claims of damage of any nature whatsoever, including but not limited to, property loss or damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of said water outside of the hereinabove referred to facilities; and</p> <p>(4) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors in operation, drought, or unavoidable causes.</p>
4. Return Flow	<p>4. The United States reserves the right to the use of all waste, seepage, and return-flow water derived from water diverted by the Contractor hereunder and which escapes or is discharged beyond the boundaries of the lands shown on the Contractor’s Exhibit B and nothing herein shall be construed as an abandonment or a relinquishment by the United States of any such water, but this shall not be construed as claiming for the United States any right as waste, seepage, or return flow to water being used pursuant to this contract for surface irrigation or underground storage within the said boundaries by the Contractor.</p>	<p>4. The United States reserves the right to the use of all waste, seepage, and return flow water derived from water diverted by the Contractor hereunder and which escapes or is discharged beyond the boundaries of the lands shown on Exhibit B. Nothing herein shall be construed as an abandonment or a relinquishment by the United States of the right to the use of any such water; <u>Provided</u>, That this shall not be construed as claiming for the United States any right to such water which is recovered by the Contractor pursuant to California law from within the boundaries of the lands shown on Exhibit B, and which is being used pursuant to this contract for surface irrigation or underground storage on the lands shown on Exhibit B by the Contractor. <i>(Colusa Basin Drain</i></p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE								
		<i>language may be required)</i>								
5. Critical Year Reductions (Constraints on the Availability of Water) ²	5. In a critical year, the Contractor's base supply and Project water agreed to be diverted during the period April through October of the year in which the principal portion of the critical year occurs and each monthly quantity of said period shall be reduced by 25%. The amount of any overpayment by the Contractor shall, at its option, be refunded or credited upon amounts to become due to the United States from the Contractor under the provisions hereof in the ensuing year. To the extent of such deficiency such adjustment of overpayment shall constitute the sole remedy of the Contractor.	5. (a) In any Water Year that (1) the forecasted full natural inflow to Shasta Lake for the current Water Year, as such forecast is made by the United States on or before February 15 and reviewed as frequently thereafter as conditions and information warrant, is equal to or less than three million eight hundred thousand (3,800,000) acre-feet; or (2) If the total accumulated actual deficiencies in the full natural inflow to Shasta Lake in the immediately prior Water Year or series of successive prior Water Years, each of which had inflows of less than four million (4,000,000) acre-feet, together with the forecasted deficiency for the current Water Year, are between 200,000 acre-feet and 800,000 acre-feet, then the following reductions in the Contractor's monthly Contract Total shall be imposed: <table border="0" data-bbox="1226 797 1822 919"> <thead> <tr> <th><u>Deficiency (acre-feet)</u></th> <th><u>Reduction</u></th> </tr> </thead> <tbody> <tr> <td>200,000 – 400,000</td> <td>10 percent</td> </tr> <tr> <td>400,001 – 600,000</td> <td>15 percent</td> </tr> <tr> <td>600,001 – 800,000</td> <td>20 percent</td> </tr> </tbody> </table> (b) In a Critical Year, the Contractor's Base Supply and Project Water agreed to be diverted during the period April through October of the Year in which the principal portion of the Critical Year occurs and, each monthly quantity of said period shall be reduced by twenty-five percent (25%). (c) The amount of any overpayment by the Contractor shall, at its option, be refunded or credited upon amounts to become due to the United States from the Contractor under the provisions hereof in the ensuing Year. To the extent of such deficiency such adjustment of overpayment shall constitute the sole remedy of the Contractor.	<u>Deficiency (acre-feet)</u>	<u>Reduction</u>	200,000 – 400,000	10 percent	400,001 – 600,000	15 percent	600,001 – 800,000	20 percent
<u>Deficiency (acre-feet)</u>	<u>Reduction</u>									
200,000 – 400,000	10 percent									
400,001 – 600,000	15 percent									
600,001 – 800,000	20 percent									
6. Need Of Contractor For	6. In the event the Contractor in any year requires a quantity of	6. Omitted.								

² Titles of Articles covering the same topic may change between the existing contract and the draft contract.

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
More Water Than Agreed Quantity	<p>water in addition to its total supply for that year, upon receipt from the Contractor of:</p> <p>(a) A written notice requesting such additional water together with a schedule indicating the desired times and quantities for the diversion thereof; and</p> <p>(b) Payment in full therefor at the applicable rate, the United States shall attempt to make such additional water available in accordance with said schedule to the extent that additional water is available as determined by the Contracting Officer. The amount of any overpayment by the Contractor, by reason of the additional quantity of water being made available for diversion by it pursuant to this Article having been less than the quantity requested and paid for, at the option of the Contractor, shall be refunded to it or credited upon amounts to become due to the United States from the Contractor under the provisions hereof in the ensuing year: <u>Provided</u>, That the inability, failure, or refusal of the Contractor to divert such additional quantity of water when it is available shall not entitle the said Contractor to any refund or adjustment of payment. The diversion by the Contractor of such additional quantities of water shall neither entitle nor obligate the Contractor to divert such quantities in subsequent years.</p>	
7. Use Of Water Furnished To Contractor	<p>7. Project water furnished to the Contractor pursuant to this contract shall not be delivered or furnished by the Contractor for any purposes other than agricultural purposes, including, but not restricted to, the watering of livestock, incidental domestic use, or underground water replenishment without written consent of the Contracting Officer.</p>	<p>6. (a) Project Water furnished to the Contractor pursuant to this contract shall not be delivered or furnished by the Contractor for any purposes other than agricultural purposes, including, but not restricted to, the watering of livestock, incidental domestic use, or underground water replenishment without written consent of the Contracting Officer.</p> <p>(b) The Contractor shall comply with requirements applicable to the Contractor in biological opinion(s) prepared as a result of a consultation regarding the execution of this Contract undertaken pursuant to Section 7 of the Endangered Species Act of 1973, as amended, that are within the Contractor's legal authority to</p>

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		implement. The Contractor shall comply with the limitations or requirements imposed by environmental documentation applicable to the Contractor and within its legal authority to implement regarding specific activities, including conversion of Irrigation Water to M&I Water. Nothing herein shall be construed to prevent the Contractor from challenging or seeking judicial relief in a court of competent jurisdiction with respect to any biological opinion or other environmental documentation referred to in this Article.
8. Rate And Method Of Payment For Water	<p>8. (a) At the time and place hereinafter stated the Contractor shall make payments to the United States in each year at the agricultural rate of \$2 for each acre-foot of Project water shown in its Exhibit A or for such lesser quantity to which that shown in said exhibit is reduced at the time and in the manner provided in subdivisions (b) or (c) of Article 3: <u>Provided</u>, That if the Contractor desires to use Project water for other than agricultural use the rate set forth above will be adjusted by the Contracting Officer to the applicable rate for such use. One-half of the total amount of said payment shall be made prior to April 1 of each year and the remainder prior to July 1 or such later date or dates as may be specified by the United States in a written notice to the Contractor: <u>Provided, however</u>, That if at any time during the year the quantity of Project water diverted by the Contractor shall equal the quantity for which payment has been made, the Contractor shall pay for the remaining quantity of such water as shown in Exhibit A or the revision thereof in advance of any further diversion of Project water.</p> <p>(b) Each payment to be made pursuant to subdivision (a) hereof shall be made at the office of the Bureau of Reclamation, United States Department of the Interior, Sacramento, California, 95811, or at such other place as the United States may designate in a written notice to the said Contractor. The Contractor shall not be relieved of the whole or any part of its</p>	<p>7. (a) The Contractor shall make payments to the United States as provided in this Article for all Project Water shown in Exhibit A of this contract at Rates and Charges established in accordance with: (i) the Secretary’s then-current ratesetting policies for the Project; and (ii) applicable Reclamation law and associated rules and regulations, or policies: <u>Provided</u>, That if the Contractor desires to use Project Water for other than agricultural use the Rates and Charges set forth above will be adjusted by the Contracting Officer to the applicable Rates and Charges for such use. The Rates and Charges applicable to the Contractor upon execution of this Contract are set forth in Exhibit “D”, as may be revised annually. The Secretary’s ratesetting policies for the Project shall be amended, modified, or superseded only through a public notice and comment procedure.</p> <p>(b) The Contracting Officer shall notify the Contractor of the Rates and Charges as follows:</p> <p>(1) Prior to July 1 of each Year, the Contracting Officer shall provide the Contractor an estimate of the Charges for Project Water that will be applied to the period October 1, of the current Year, through September 30, of the following Year, and the basis for such estimate. The Contractor shall be allowed not less than two (2) months to review and comment on such estimates. On or before September 15 of each Year, the Contracting Officer shall notify the Contractor in writing of the Charges to be in effect</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	<p>said obligation because of its failure, refusal, or neglect to divert the quantity of Project water as hereinabove provided.</p>	<p>during the period October 1 of the current Year, through September 30, of the following Year, and such notification shall revise Exhibit “D.”</p> <p>(2) Prior to October 1 of each Year, the Contracting Officer shall make available to the Contractor an estimate of the Rates for Project Water for the following Year and the computations and cost allocations upon which those Rates are based. The Contractor shall be allowed not less than two (2) months to review and comment on such computations and cost allocations. By December 31 of each Year, the Contracting Officer shall provide the Contractor with the final Rates to be in effect for the upcoming Year, and such notification shall revise Exhibit “D”.</p> <p>(c) The Contractor shall pay the United States for Project Water in the following manner:</p> <p>(1) With respect to Rates, prior to May 1 of each Year, the Contractor shall pay the United States one-half (1/2) the total amount payable pursuant to subdivision (a) of this Article and the remainder shall be paid prior to July 1 or such later date or dates as may be specified by the United States in a written notice to the Contractor: <u>Provided, however,</u> That if at any time during the Year the amount of Project Water diverted by the Contractor shall equal the amount for which payment has been made, the Contractor shall pay for the remaining amount of such water as shown in Exhibit A in advance of any further diversion of Project Water.</p> <p>(2) With respect to Charges, the Contractor shall also make a payment to the United States, in addition to the Rate(s) in subdivision (c)(1) of this Article, at the Charges then in effect, before the end of the month following the month of delivery or transfer. The payments shall be consistent with the quantities of Project Water delivered or transferred. Adjustment for overpayment or underpayment of Charges shall be made through the adjustment of payments due to the United States for Charges for the next month. Any amount to be paid for past due payment</p>

EXISTING ARTICLE NUMBER ¹	EXISTING LANGUAGE	NEW LANGUAGE
		<p>of Charges shall be computed pursuant to Article 12 of this Contract.</p> <p>(d) Payments to be made by the Contractor to the United States under this Contract may be paid from any revenues available to the Contractor.</p> <p>(d1) (<i>Contractor Specific</i>) All revenues received by the United States from the Contractor relating to the delivery of Project Water or the delivery of non-Project water through Project facilities shall be allocated and applied in accordance with Federal Reclamation law and the associated rules or regulations, and the then current Project ratesetting policies for Irrigation Water.</p> <p>(e) The Contracting Officer shall keep its accounts pertaining to the administration of the financial terms and conditions of its long-term water service and settlement contracts, in accordance with applicable Federal standards, so as to reflect the application of Project costs and revenues. The Contracting Officer shall, each Year upon request of the Contractor, provide to the Contractor a detailed accounting of all Project and Contractor expense allocations, the disposition of all Project and Contractor revenues, and a summary of all water delivery information. The Contracting Officer and the Contractor shall enter into good faith negotiations to resolve any discrepancies or disputes relating to accountings, reports, or information.</p> <p>(f) The parties acknowledge and agree that the efficient administration of this Contract is their mutual goal. Recognizing that experience has demonstrated that mechanisms, policies, and procedures used for establishing Rates and Charges and/or for making and allocating payments, other than those set forth in this Article may be in the mutual best interest of the parties, it is expressly agreed that the parties may enter into agreements to modify the mechanisms, policies, and procedures for any of those purposes while this Contract is in effect without amendment of this Contract.</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
		<p>(g) For the term of this contract, Rates under the respective ratesetting policies for the Project will be established to recover only reimbursable operation and maintenance (including any deficits) and capital costs of the Project, as those terms are used in the then-current Project ratesetting policies, and interest, where appropriate, except in instances where a minimum Rate is applicable in accordance with the relevant Project ratesetting policy. Proposed changes of significance in practices which implement the ratesetting policies for the Project will not be implemented until the Contracting Officer has provided the Contractor an opportunity to discuss the nature, need, and impact of the proposed change.</p> <p>(h) Except as provided in subsections 3405(a)(1)(B) and 3405(f) of the CVPIA, the Rates for Project Water transferred, exchanged, or otherwise disposed of , by the Contractor shall be the Contractor’s Rates adjusted upward or downward to reflect the changed costs of delivery (if any) of the transferred, exchanged, or otherwise disposed of Project Water to the transferee’s point of delivery in accordance with the then-current ratesetting policies for the Project. If the Contractor is receiving lower Rates and Charges because of inability to pay and is transferring, exchanging, or otherwise disposing of Project Water to another entity whose Rates and Charges are not adjusted due to inability to pay, the Rates and Charges for transferred, exchanged, or otherwise disposed of Project Water shall be the Contractor’s Rates and Charges unadjusted for ability to pay.</p> <p>(i) Pursuant to the Act of October 27, 1986 (100 Stat. 3050), the Contracting Officer is authorized to adjust determinations of ability to pay every five (5) years.</p> <p>(j) Each payment to be made pursuant to subdivisions (a) and (b) of this Article shall be made at the office of the Bureau of Reclamation, Mid-Pacific Region, File No. 11546, P.O Box 6000, San Francisco, California, 94160-1546, or at such other place as</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
		<p>the United States may designate in a written notice to the said Contractor. Payments shall be made by cash transaction, wire, or any other mechanism as may be agreed to in writing by the Contractor and the Contracting Officer. In event there should be a default in the payment of the amount due, the delinquent payment provisions of Article 12 shall apply. The Contractor shall not be relieved of the whole or any part of its said obligation by, on account of, or notwithstanding, as the case may be:</p> <p>(1) Its failure, refusal, or neglect to divert the quantity of Project Water as hereinabove provided;</p> <p>(2) The default in payment to it by any water user of assessments, tolls, or other charges levied by or owing to said Contractor;</p> <p>(3) Any judicial determination that any assessment, toll, or other charge referred to in subsection 8(c)(2) of this Contract is irregular, void, or ineffectual; or</p> <p>(4) Any injunctive process enjoining or restraining the Contractor from making or collecting any such assessment, toll, or other charge referred to in subsection 8(c)(2) of this Contract.</p>
9. Agreement On Water Quantities	<p>9. (a) During the term of this contract and any renewal thereof:</p> <p>(1) It shall constitute full agreement as between the United States and the Contractor as to the quantities of water and the allocation thereof between base supply and Project water which may be diverted by the Contractor from the Sacramento River for beneficial use on the land shown on Exhibit B which said diversion, use, and allocation shall not be disturbed so long as the Contractor shall fulfill all of its obligations hereunder;</p> <p>(2) The Contractor shall not claim any right against the United States in conflict with the provisions hereof.</p> <p>(b) Nothing herein contained is intended to or does limit rights of the Contractor against others than the United States or the United States against any person other than the Contractor: <u>Provided, however, That in the event the Contractor, the United</u></p>	<p>8. (a) During the term of this contract and any renewals thereof:</p> <p>(1) It shall constitute full agreement as between the United States and the Contractor as to the quantities of water and the allocation thereof between Base Supply and Project Water which may be diverted by the Contractor from the Sacramento River for beneficial use on the land shown on Exhibit B which said diversion, use, and allocation shall not be disturbed so long as the Contractor shall fulfill all of its obligations hereunder;</p> <p>(2) The Contractor shall not claim any right against the United States in conflict with the provisions hereof.</p> <p>(b) Nothing herein contained is intended to or does limit rights of the Contractor against others than the United States or of the United States against any person other than the Contractor: <u>Provided, however, That in the event the Contractor, the United</u></p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	<p>States, or any other person shall become a party to a general adjudication of rights to the use of water of the Sacramento River system, this contract shall not jeopardize the rights or position of either party hereto or of any other person and the rights of all such persons in respect to the use of such water shall be determined in such proceedings the same as if this contract had not been entered into, and if final judgment in any such general adjudication shall determine that the rights of the parties hereto are different from the rights as assumed herein, the United States shall submit to the Contractor an amendment to give effect to such judgment and the contract shall be deemed to have been amended accordingly unless within 60 days after submission of such amendment to the Contractor, the Contractor elects to terminate the contract or within the same period of time the parties agree upon satisfactory amendments to give effect to such judgment.</p> <p>(c) In the event this contract terminates, the rights of the parties to thereafter divert and use water shall exist as if this contract had not been entered into. The fact that, as a compromise settlement of a controversy as to the respective rights of the parties to divert and use water and the yield of such rights during the term hereof, this contract places a limit on the total supply to be diverted annually by the Contractor during the contract term and segregates it into base supply and Project water shall not jeopardize the rights or position of either party with respect to its water rights or the yield thereof at all times after the contract terminates. It is further agreed that the Contractor at all times will first use water to the use of which it is entitled by virtue of its own water rights, and neither the provisions of this contract, action taken thereunder, nor payments made thereunder to the United States by the Contractor shall be construed as an admission that any part of the water used by the Contractor during the term of this contract</p>	<p>States, or any other person shall become a party to a general adjudication of rights to the use of water of the Sacramento River system, this contract shall not jeopardize the rights or position of either party hereto or of any other person and the rights of all such persons in respect to the use of such water shall be determined in such proceedings the same as if this contract had not been entered into, and if final judgment in any such general adjudication shall determine that the rights of the parties hereto are different from the rights as assumed herein, the United States shall submit it to the Contractor an amendment to give effect to such judgment and the contract shall be deemed to have been amended accordingly unless within sixty (60) days after submission of such amendment to the Contractor, the Contractor elects to terminate the contract or within the same period of time the parties agree upon mutually satisfactory amendments to give effect to such judgment: <u>Provided, further</u>, That if, during the term of this Contract, the Contractor's or the United States' water rights are adjusted or affected, or the responsibility to meet flow, water quality and/or environmental requirements under those water rights is modified (e.g., changes to the Delta Water Quality Control Plan and associated water right actions), by or through any final administrative or judicial proceeding, the Contractor and the United States shall negotiate appropriate adjustments to this contract.</p> <p>(c) In the event this contract terminates, the rights of the parties to thereafter divert and use water shall exist as if this contract had not been entered into; and the fact that as a compromise settlement of a controversy as to the respective rights of the parties to divert and use water and the yield of such rights during the term hereof, this contract places a limit on the Contract Total to be diverted annually by the Contractor during the contract term and segregates it into Base Supply and Project Water shall not jeopardize the rights or position of either party with respect to its water rights or</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	<p>was in fact water to which it would not have been entitled under water rights owned by it nor shall receipt of payments thereunder by the United States from the Contractor be construed as an admission that any part of the water used by the Contractor during the term of this contract was in fact water to which the District would have been entitled under water rights owned by it.</p>	<p>the yield thereof at all times after the contract terminates. It is further agreed that the Contractor at all times will first use water to the use of which it is entitled by virtue of its own water rights, and neither the provisions of this contract, action taken thereunder, nor payments made thereunder to the United States by the Contractor shall be construed as an admission that any part of the water used by the Contractor during the term of this contract was in fact water to which it would not have been entitled under water rights owned by it nor shall receipt of payments thereunder by the United States from the Contractor be construed as an admission that any part of the water used by the Contractor during the term of this contract was in fact water to which it would have been entitled under water rights owned by it.</p>
<p>10. Measurement Of Water</p>	<p>10. (a) All water diverted by the Contractor from Sacramento River will be diverted at the existing point or points of diversion shown on Exhibit A or at such other points as may be mutually agreed upon in writing by the Contracting Officer and the Contractor.</p> <p>(b) All water diverted from the Sacramento River pursuant to this contract will be measured or caused to be measured by the United States at each point of diversion with existing equipment or equipment to be installed, operated, and maintained by the United States, and/or others, under contract with and at the option of the United States. The equipment and methods used to make such measurement shall be in accordance with sound engineering practices. Upon request of the Contractor, the accuracy of such measurements will be investigated by the Contracting Officer and any errors appearing therein will be corrected.</p> <p>(c) The right of ingress to and egress from all points of diversion is hereby granted to all authorized employees of the United States. The Contractor also hereby grants to the United States the right to install, operate, maintain and replace such</p>	<p>9. (a) All water diverted by the Contractor from Sacramento River will be diverted at the existing point or points of diversion shown on Exhibit A or at such other points as may be mutually agreed upon in writing by the Contracting Officer and the Contractor.</p> <p>(b) All water diverted from the Sacramento River pursuant to this contract will be measured or caused to be measured by the United States at each point of diversion with existing equipment or equipment to be installed, operated, and maintained by the United States, and/or others, under contract with and at the option of the United States. The equipment and methods used to make such measurement shall be in accordance with sound engineering practices. Upon request of the Contractor, the accuracy of such measurements will be investigated by the Contracting Officer and any errors appearing therein will be corrected.</p> <p>(c) The right of ingress to and egress from all points of diversion is hereby granted to all authorized employees of the United States. The Contractor also hereby grants to the United States the right to install, operate, maintain and replace such equipment on diversion or carriage facilities at each point of diversion as the Contracting</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	<p>equipment on diversion or carriage facilities at each point of diversion as the Contracting Officer deems necessary.</p> <p>(d) The Contractor shall not modify, alter, remove, or replace diversion facilities or do any other act which would alter the effectiveness or accuracy of the measuring equipment installed by the United States or its representatives unless and until the Contracting Officer has been notified with due diligence and has been given an opportunity to modify such measuring equipment in such manner as may be necessary or appropriate. In the event of an emergency the Contractor shall notify the United States within a reasonable time thereafter as to the existence of the emergency and the nature and extent of such modification, alteration, removal, or replacement of diversion facilities.</p>	<p>Officer deems necessary.</p> <p>(d) The Contractor shall not modify, alter, remove, or replace diversion facilities or do any other act which would alter the effectiveness or accuracy of the measuring equipment installed by the United States or its representatives unless and until the Contracting Officer has been notified with due diligence and has been given an opportunity to modify such measuring equipment in such manner as may be necessary or appropriate. In the event of an emergency the Contractor shall notify the United States within a reasonable time thereafter as to the existence of the emergency and the nature and extent of such modification, alteration, removal, or replacement of diversion facilities.</p> <p>(e) The Contractor shall pay the United States for the costs to repair, relocate, or replace measurement equipment when the Contractor modifies, alters, removes, or replaces diversion or carriage facilities.</p> <p>(f) (<i>Contractor Specific</i>) By _____ [DATE] _____, the Contractor shall ensure that, unless the Contractor establishes an alternative measurement program satisfactory to the Contracting Officer, all surface water delivered for irrigation purposes on the lands delineated on Exhibit B is measured at each agricultural turnout. The water measuring devices or water measuring methods of comparable effectiveness must be acceptable to the Contracting Officer. The Contractor shall be responsible for installing, operating, and maintaining and repairing all such measuring devices and implementing all such water measuring methods at no cost to the United States. The Contractor shall inform the Contracting Officer in writing by April 30 of each Year of the monthly volume of surface water delivered to the lands delineated on Exhibit B during the previous Year. This information will be used by Reclamation to satisfy the water measurement requirements of the Contractor's water conservation plan, as set forth in Article 28 of this Contract.</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
		(g) All new surface water delivery systems installed within the lands delineated on Exhibit B after the effective date of this Contract shall also comply with the measurement provisions described in subdivision (a) of this Article.
11. Rules, Regulations, And Determinations (Rules And Regulations)	<p>11. (a) The Contracting Officer shall have the right to make, after an opportunity has been offered to the Contractor for consultation, rules and regulations consistent with the provisions of this contract, the laws of the United States and the State of California, and to add to or modify them as may be deemed proper and necessary to carry out this contract, and to supply necessary details of its administration which are not covered by express provisions of this contract. The Contractor shall observe such rules and regulations.</p> <p>(b) Where the terms of this contract provide for action to be based upon the opinion or determination of either party to this contract, whether or not stated to be conclusive, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. In the event the Contractor questions any factual determination made by the Contracting Officer, the findings as to the facts shall be made by the Secretary only after consultation with the Contractor and shall be conclusive upon the parties.</p> <p>(c) In the event that the United States, as a result of litigation or agreement, or failure to require an agreement, gives substantially more favorable treatment to any other diverter from the Sacramento River under similar circumstances than that accorded under this contract to the Contractor, the United States agrees to renegotiate this contract to provide comparable treatment to the Contractor hereunder.</p>	10. The parties agree that the delivery of Project Water for irrigation use or use of Federal facilities pursuant to this Contract is subject to Federal Reclamation law, including but not limited to, the Reclamation Reform Act of 1982 (43 U.S.C.390aa et seq.), as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal Reclamation law.
12. General Obligation - Benefits Conditioned Upon Payment	12. (a) The obligation of the Contractor to pay the United States as provided in this contract is a general obligation of the Contractor notwithstanding the manner in which the obligation	<p style="text-align: center;"><i>(Std. Article)</i></p> <p>11. (a) The obligation of the Contractor to pay the United States as provided in this Contract is a general obligation of the</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	<p>may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contractor.</p> <p>(b) The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract.</p>	<p>Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligations to the Contractor.</p> <p>(b) The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the Contractor through Project facilities during any period in which the Contractor may be in arrears in the advance payment of water rates due the United States. The Contractor shall not furnish water made available pursuant to this Contract for lands or parties which are in arrears in the advance payment of water rates levied or established by the Contractor.</p> <p>(c) With respect to subdivision (b) of this Article, the Contractor shall have no obligation to require advance payment for water rates which it levies.</p>
<p>13. Penalty For Delinquent Payments (Charges For Delinquent Payments)</p>	<p>13. The Contractor shall pay a penalty on installments or charges which become delinquent computed at the rate of 1% per month of the amount of such delinquent installments or charges for each day from such delinquency until paid: <u>Provided</u>, That no penalty shall be charged to the Contractor unless such delinquency continues for more that 30 days in which event the penalty shall accrue from the initial date of delinquency.</p>	<p style="text-align: center;"><i>(Standard Article)</i></p> <p>12. (a) The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments. When a payment is not received by the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes sixty (60) days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent ninety (90) days or more, the Contractor shall pay an additional penalty charge of six (6%) percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.</p> <p>(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of one-half of one (0.5%) percent per month prescribed by</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
		<p>Section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.</p> <p>(c) When a partial payment on a delinquent account is received, the amount received shall be applied, first to the penalty, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.</p>
14. Quality Of Water	14. The operation and maintenance of Project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.	13. The operation and maintenance of Project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.
15. Water Pollution Control (Water And Air Pollution Control)	15. The Contractor shall, within its legal authority, comply fully with all applicable Federal laws, orders, and regulations, and the laws of the State of California, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.	14. The Contractor, in carrying out this Contract, shall comply fully with all applicable water and air pollution laws and regulations of the United States and the State of California, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.
16. Equal Opportunity	16. During the performance of this Contract, the Contractor agrees as follows: (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment	<p style="text-align: center;"><i>(Standard Article)</i></p> <p>15. During the performance of this Contract, the Contractor agrees as follows: (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion,</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	<p>advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.</p> <p>(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.</p> <p>(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(e) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,</p>	<p>or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.</p> <p>(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.</p> <p>(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(e) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled,</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	<p>terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing such provisions, including sanctions for noncompliance: <u>Provided, however</u>, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Officer, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p>	<p>terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law</p> <p>(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: <u>Provided, however</u>, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p>
<p>17. Title VI, Civil Rights Act Of 1964 (Compliance With Civil Rights Laws And Regulations)</p>	<p>17. (a) The Contractor agrees that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and all regulations imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to</p>	<p style="text-align: center;"><i>(Standard Article)</i></p> <p>16. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.</p> <p>(b) These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of,</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	<p>effectuate this agreement.</p> <p>(b) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the United States, this assurance obligates the Contractor, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Contractor for the period during which the Federal financial assistance is extended to it by the United States.</p> <p>(c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.</p>	<p>or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.</p> <p>(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States reserves the right to seek judicial enforcement thereof.</p>
<p>18. Lands Not To Receive Project Water Furnished To Contractor By United States Until Owners Thereof Execute Certain Contracts</p>	<p>18. (a) No Project water diverted by the Contractor shall be furnished to any excess lands as defined in Article 20 hereof unless the owners thereof shall have executed valid recordable contracts in form prescribed by the United States, agreeing to the provisions of this article and Articles 19, 20, and 22 hereof, agreeing to the appraisal provided for in Article 19 hereof and that such appraisal shall be made on the basis of the actual bona fide value of such lands at the date of the appraisal without</p>	<p>18. Omitted. (Replaced by Article 11 [Rules And Regulations])</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	<p>reference to the construction of the Project, all as hereinafter provided, and agreeing to the sale of such excess lands under terms and conditions satisfactory to the Secretary and at prices not to exceed those fixed, as hereinafter provided. No sale of any excess lands shall carry the right to receive Project water made available pursuant to this contract, unless and until the purchase price involved in such sale is approved by the Contracting Officer and upon proof of fraudulent representation as to the true consideration involved in such sale the United States may instruct the Contractor by written notice to refuse to furnish any Project water subject to this contract to the land involved in such fraudulent sales and the Contractor thereafter shall not furnish said water to such lands.</p> <p>(b) If Project water diverted by the Contractor pursuant to this contract reaches the underground strata of excess land owned by a large landowner, as defined in Article 20, who has not executed a recordable contract and the large landowner pumps such Project water from the underground, the Contractor will not be deemed to have furnished such water to said lands within the meaning of this contract if such water reached the underground strata of the aforesaid excess land as an unavoidable result of the furnishing of Project water by the Contractor to nonexcess lands, or to excess lands with respect to which a recordable contract has been executed.</p>	
19. Valuation And Sale Of Excess Lands	19. (a) The value of the excess irrigable lands within the District as defined in Article 20, held in private ownership of large landowners as defined in said article, for the purposes of this contract, shall be appraised in a manner to be prescribed by the Secretary. At the option of the large landowner, however, the value of such land may be appraised, subject to the approval thereof by the Secretary, by three appraisers. One of said appraisers shall be designated by the Secretary and one shall be designated by the Contractor and the two appraisers so	19. Omitted. (Replaced by Article 11 [Rules And Regulations])

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	<p>appointed shall name the third. If the appraisers so designated by the Secretary and said Contractor are unable to agree upon the appointment of the third, the Presiding Justice of the Third District Court of Appeal of the State of California shall be requested to designate the third appraiser.</p> <p>(b) The following principles shall govern the appraisal:</p> <p>(1) No value shall be given such lands on account of the existing or prospective possibility of securing Project water for use thereon; and</p> <p>(2) The value of improvements on the land at the time of said appraisal shall be included therein, but also shall be set forth separately in such appraisal.</p> <p>(c) The excess land of any large landowner shall be reappraised in the manner provided in subdivision (a) hereof at the instance of the United States or at the request of said landowner. The cost of the first two appraisals of each tract of excess land shall be paid by the United States. The cost of each appraisal thereafter shall be paid by the party requesting such appraisal.</p> <p>(d) Any improvements made or placed on the appraised land after the appraisal hereinabove provided for and prior to sale of the land by a large landowner shall be appraised in like manner.</p> <p>(e) Excess irrigable land sold by large landowners within the service area of any Contractor shall not carry the prerogative to receive Project water made available pursuant to this contract for such lands and the Contractor agrees to refuse to furnish such water to lands so sold until, in addition to compliance with the other provisions hereof, a verified statement showing the sale price upon any such sale shall have been filed with the Contractor and said sale price is not in excess of the appraised value fixed as provided herein.</p> <p>(f) The Contractor agrees to take all reasonable steps requested by the Contracting Officer to ascertain the occurrence</p>	

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	<p>and conditions of all sales of irrigable land of large landowners in its service area and to inform the Contracting Officer concerning the same.</p> <p>(g) A true copy of this contract, of each recordable contract executed pursuant to this Article and Articles 18 and 20 hereof, and of each appraisal made pursuant thereto shall be furnished to the Contractor by the United States and shall be maintained on file in the office of said Contractor and like copies in such offices of the Bureau of Reclamation as may be designated by the Contracting Officer and shall be made available for examination during the usual office hours by all persons who may be interested therein.</p>	
20. Excess Lands	<p>20. (a) As used herein, the term “excess land” means that part of the irrigable land in excess of 160 acres held within the District in the beneficial ownership of any single person, whether a natural person, a corporation, or the beneficiary of a trust approved by the Contracting Officer. With respect to land held in co-ownership, such as tenancy in common, joint tenancy, or community property, the beneficial ownership of each co-owner shall be that fraction of the total acreage held in co-ownership which equals the co-owner’s fractional interest therein. The term “large landowner” means an owner of excess lands, and the term “nonexcess land” means all irrigable land within the District which is not excess land as defined herein. Lands owned by the State, its political subdivisions, and agencies shall be administered in accordance with Public Law 91-310. The provisions of this contract governing beneficial ownership of land and the disposition of excess land may be further defined and clarified consistently with this contract in any recordable contract executed pursuant hereto.</p> <p>(b) Each large landowner as a further condition precedent to the prerogative to receive Project water made available pursuant to this contract for any of his excess land shall:</p>	20. Omitted. (Replaced by Article 11 [Rules And Regulations])

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	<p>(1) Execute a valid recordable contract in form prescribed by the United States, agreeing to the provisions contained in this article and Articles 18, 19, and 22 hereof and agreeing to dispose of excess land in accordance therewith to persons who can take title thereto as nonexcess land as herein provided and at a price not to exceed the approved, appraised value of such excess land and within a period of 10 years after the date of the execution of said recordable contract and agreeing further that if said land is not so disposed of within said period of 10 years the Secretary shall have the power to dispose of said land at the appraised value thereof fixed as provided herein or such lower price as may be approved by the owner of such land, subject to the same conditions on behalf of such large landowner; and, the Contractor agrees that it will refuse to furnish said Project water to any large landowner other than for his nonexcess lands until such owner meets the conditions precedent herein stated; and</p> <p>(2) Within 30 days after the date of notice from the United States requesting such large landowner to designate his irrigable lands under the Project which he desires to designate as nonexcess lands, file in the office of the Contractor, in whose service area such large landowner's land is situated, in duplicate, one copy thereof to be furnished by the Contractor to the Bureau of Reclamation, his written designation and description of lands so selected to be nonexcess land and upon failure to do so the Contractor shall make such designation and mail a notice thereof to such large landowner, and in the event the Contractor fails to act within such period of time as the Contracting Officer considers reasonable, such designation will be made by the Contracting Officer, who will mail a notice thereof to the Contractor and the large landowner. The large landowner shall become bound by any such action on the part of the Contractor or the Contracting Officer and the Contractor will furnish said Project water only to the land so designated to be</p>	

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	<p>nonexcess land. A large landowner may with the consent of the Contracting Officer designate land other than that previously designated as nonexcess land: <u>Provided</u>, That an equal acreage of the land, previously designated as nonexcess shall, upon such new designation, become excess land thereafter subject to the provisions of this article and of Articles 18, 9 and 22 of this contract and shall be described in an amendment of such recordable contract as may have been executed by the large landowner in the same manner as if such land had been excess land at the time of the original designation.</p>	
<p>21. Repeal Or Amendment Of Federal Reclamation Laws</p>	<p>21. In the event that the Congress of the United States repeals the so-called excess-land provisions of the Federal reclamation laws, or it is decided by the Supreme Court of the United States that they are inapplicable to delivery of water to any of the lands shown on Exhibit B or to lands in similar circumstances, Articles 18, 19, 20, and 22 of this contract will no longer be of any force or effect, or, in the event that the Congress amends the excess-land provisions or other provisions of the Federal Reclamation laws, or if the United States Supreme Court decision is inconsistent with said articles, Reclamation agrees at the option of the District to negotiate amendments of appropriate articles of this contract, all consistently with the provisions of such amendment or United States Supreme Court decision.</p>	<p>21. Omitted. (Replaced by Article 11 [Rules And Regulations])</p>
<p>22. Mingling Of The Contractor's Project And Non-Project Water</p>	<p>22. (a) Project water must of necessity be transported by the Contractor to its water users by means of the same works and channels used for the transport of its non-Project water. Notwithstanding such mingling of water, the provisions of Articles 18, 19, and 20 hereof shall be applicable only to Project water, and such mingling of water shall not in any manner subject to the provisions of Articles 18, 19, and 20 hereof of the Contractor's non-Project water. (b) If required in accordance with subdivision (c) of this</p>	<p>17. (a) Project Water must of necessity be transported by the Contractor to its water users by means of the same works and channels used for the transport of its non-Project Water. Notwithstanding such mingling of water, the provisions of Article 11 hereof shall be applicable only to Project Water, and such mingling of water shall not in any manner subject to the provisions of Article 11 hereof of the Contractor's non-Project water. (b) If required in accordance with subdivision (c) of this Article, the Contractor shall install and maintain such measuring</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	<p>article, the Contractor shall install and maintain such measuring equipment and distribution facilities and maintain such records as may be necessary to determine the amounts of water delivered to excess lands served by the Contractor. Within any month the Contractor shall not deliver to lands, which remain subject to the excess-land provisions herein contained and which are not covered by recordable contract, water in excess of his non-Project water. The Contracting Officer or his authorized representative shall have the right at all reasonable times to inspect such records and measuring equipment.</p> <p>(c) The Contractor will not be considered in violation of the requirement that Project water be delivered only to eligible land during any month of the irrigation season that the water requirement for beneficial use on eligible land for that month is equal to or in excess of the Project water for that month as shown on Exhibit A or any revision thereof pursuant to subdivisions (b) or (c) of Article 3. The water requirement for beneficial use on eligible land will be determined by multiplying:</p> <p>(1) the number of irrigable acres of the particular types of crops grown in that year on the acreage designated as eligible; by</p> <p>(2) the Unit Duties as set forth in Exhibit C attached hereto and made a part hereof, or by such other Unit Duties mutually agreed upon by the Contractor and the Contracting Officer.</p> <p>In order to take the computation of the water requirement for eligible land, on April 1 of each year and concurrently with its order for water for the irrigation season the Contractor shall designate the acreage of and type of crops to be grown on its eligible land that irrigation season. During any month the water requirement as above determined for crops growing on eligible land during such month is equal to or in excess of the Project water for that month as provided herein the Contractor shall not</p>	<p>equipment and distribution facilities and maintain such records as may be necessary to determine the amounts of water delivered to Excess Lands served by the Contractor. The Contractor shall not within any month deliver to Ineligible Lands water in excess of the non-Project Water for that month. The Contracting Officer or authorized representative shall have the right at all reasonable times to inspect such records and measuring equipment.</p> <p>(c) The Contractor will not be considered in violation of the requirement that Project Water be delivered only to Eligible Lands during any month of the irrigation season that the water requirement for beneficial use on Eligible Lands for that month is equal to or in excess of the Project Water for that month as shown on Exhibit A or any revision thereof pursuant to subdivision (b) of Article 3. The water requirement for beneficial use on Eligible Lands will be determined by multiplying:</p> <p>(1) the number of irrigable acres of the particular types of crops grown in that year on the acreage designated as eligible by</p> <p>(2) the Unit Duties as set forth in Exhibit C attached hereto and made a part hereof, or by such other Unit Duties mutually agreed upon by the Contractor and the Contracting Officer. In order to make the computation of the water requirement for Eligible Lands, on April 1 of each Year and concurrently with its order for water for the irrigation season the Contractor shall designate the acreage of and type of crops to be grown on its Eligible Lands that irrigation season. During any month the water requirement as above determined for crops growing on Eligible Lands during such month is equal to or in excess of the Project Water for that month as provided herein the Contractor shall not be required to measure the water delivered to Excess Lands. Any month the said water requirement is less than the amount of Project Water as provided herein, the Contractor will be required to measure water delivered to excess land in accordance with subdivision (b) hereof.</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	be required to measure the water delivered to excess land. Any month the said water requirement is less than the amount of Project water as provided herein, the Contractor will be required to measure water delivered to excess land in accordance with subdivision (b) hereof.	
23. Books, Records, And Reports	23. The Contractor shall establish and maintain accounts and other books and records pertaining to its financial transactions, land use and crop census, water use, and to such other matters as the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as he may require. Subject to applicable Federal laws and regulations, each party shall have the right during office hours to examine and make copies of each other's books and official records relating to matters covered by this contract.	<p style="text-align: center;"><i>(Standard Article)</i></p> 18. The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including: the Contractor's financial transactions, water supply data, and Project land and right-of-way agreements; the water users' land-use (crop census), land ownership, land-leasing and water use data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine and make copies of each other's books and official records relating to matters covered by this Contract.
24. Change Of Place Of Use Or Organization	24. (a) Unless the written consent of the United States is first obtained no change shall be made in the place of water use shown on Exhibit B. (b) While this contract is in effect, no change shall be made in the area of the Contractor as shown on its Exhibit B, by inclusion or exclusion of lands, by dissolution, consolidation, or merger or otherwise, except upon the Contracting Officer's written assent thereto. (c) In the event lands are annexed to or excluded from the area of the Contractor, as provided herein, the quantity of Project water to be diverted may be increased or decreased pursuant to a supplemental agreement to be executed in respect thereto.	19. (a) Unless the written consent of the United States is first obtained no change shall be made in the place of water use shown on Exhibit B. (b) While this contract is in effect, no change shall be made in the area of the Contractor as shown on its Exhibit B, by inclusion or exclusion of lands, by dissolution, consolidation, or merger or otherwise, except upon the Contracting Officer's written assent thereto. (c) In the event lands are excluded from the area of the Contractor, as provided herein, the quantity of Project Water to be diverted may be decreased pursuant to a supplemental agreement to be executed in respect thereto.
25. Consolidation Of Contracting Entities	25. Consolidation of Contractors may be approved by the Contracting Officer provided:	20. Consolidation of Contractors may be approved by the Contracting Officer provided: (i) the Contracting Officer approves

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	<p>(a) He approves the form and organization of the resulting entity and the utilization by it of the total supply;</p> <p>(b) The obligations of the Contractor are assumed by such entity. No such consolidation shall be valid unless and until approved by the Contracting Officer.</p>	<p>the form and organization of the resulting entity and the utilization by it of the Contract Total; and (ii) the obligations of the Contractor are assumed by such entity.</p> <p>No such consolidation shall be valid unless and until approved by the Contracting Officer.</p>
26. Notices	<p>26. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given when mailed, postage prepaid, or delivered to the Regional Director, Region 2, Bureau of Reclamation, 2800 Cottage Way, Sacramento, California, 95825, on behalf of the United States and to the Board of Directors, of the Contractor,</p> <p>_____, on behalf of the Contractor.</p> <p>The designation of the addressee or the address given above may be changed by notice given in the same manner as provided in this article for other notices.</p>	<p style="text-align: center;"><i>(Standard Article)</i></p> <p>21. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, Northern California Area Office, Bureau of Reclamation, 16349 Shasta Dam Blvd., Shasta Lake, California, 96019, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Directors /City Council of the _____. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.</p>
27. Assignment Limited - Successors And Assigns Obligated	<p>27. The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer.</p>	<p style="text-align: center;"><i>(Standard Article)</i></p> <p>22. (a) The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer.</p> <p>(b) The assignment of any right or interest in this Contract by either party shall not interfere with the rights or obligations of the other party to this Contract absent the written concurrence of said other party.</p> <p>(c) The Contracting Officer shall not unreasonably condition or withhold his approval of any proposed assignment.</p>
28. Officials Not To Benefit	<p>28. (a) No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.</p> <p>(b) No official of the Contractor shall receive any benefit that</p>	<p style="text-align: center;"><i>(Standard Article)</i></p> <p>23. (a) No Member of or Delegate to Congress, Resident Commissioner, or official of the Contractor shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.</p> <p>(b) No officer or member of the governing board of the</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	may arise by reason of this contract other than as a landowner within the Project and in the same manner as other landowners within the Project.	Contractor shall receive any benefit that may arise by reason of this contract other than as a landowner within the Contractor's service area and in the same manner as other landowners within the said service area.
29. Contingent Upon Appropriation Or Allotment Of Funds	29. The expenditure of any money or the performance of any work by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress so to appropriate funds or the absence of any allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case such funds are not appropriated or allotted.	<p style="text-align: center;"><i>(Standard Article)</i></p> 24. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.
30. Confirmation Of Contract	30. The execution and of this contract shall be authorized or ratified by the qualified electors of the Contractor at an election held for that purpose. The Contractor, after the election and upon the execution of this Contract, shall promptly secure a final decree of the proper court of the State of California approving and confirming the contract and decreeing and adjudging it to be lawful, valid, and binding on the Contractor. The Contractor shall furnish to the United States a certified copy of such decree and of all pertinent supporting records.	<p style="text-align: center;"><i>(Standard Article)</i></p> 25. The Contractor, after the execution of this Contract, shall promptly seek to secure a decree of a court of competent jurisdiction of the State of California, if appropriate, confirming the execution of this contract. The Contractor shall furnish the United States a certified copy of the final decree, the validation proceedings, and all pertinent supporting records of the court approving and confirming this Contract, and decreeing and adjudging it to be lawful, valid, and binding on the Contractor. This Contract shall not be binding on the United States until such final decree has been secured.
26. Unavoidable Groundwater Percolation	Article 18(b): If Project water diverted by the Contractor pursuant to this contract reaches the underground strata of excess land owned by a large landowner, as defined in Article 20, who has not executed a recordable contract and the large landowner pumps such Project water from the underground, the Contractor will not be deemed to have furnished such water to said lands within the meaning of this contract if such water reached the underground strata of the aforesaid excess land as an unavoidable result of the furnishing of Project water by the	26. To the extent applicable, the Contractor shall not be deemed to have delivered Project Water to Excess Lands or Ineligible Lands if such lands are irrigated with groundwater that reaches the underground strata as an unavoidable result of the delivery of Project Water by the Contractor to Eligible Lands.

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
	Contractor to nonexcess lands, or to excess lands with respect to which a recordable contract has been executed.	
27. Privacy Act Compliance	New	<p style="text-align: center;"><i>(Standard Article)</i></p> <p>27. (a) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (the Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et seq.) in maintaining Landholder acreage certification and reporting records, required to be submitted to the Contractor for compliance with Sections 206 and 228 of the Reclamation Reform Act of 1982 (96 Stat. 1266), and pursuant to 43 CFR 426.18.</p> <p>(b) With respect to the application and administration of the criminal penalty provisions of the Act (5 U.S.C. 552a(i)), the Contractor and the Contractor's employees responsible for maintaining the certification and reporting records referenced in (a) above are considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).</p> <p>(c) The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Acreage Limitation--Interior, Reclamation-31) which govern the maintenance, safeguarding, and disclosure of information contained in the Landholder's certification and reporting records.</p> <p>(d) The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager who shall be responsible for making decisions on denials pursuant to 43 CFR 2.61 and 2.64 amendment requests pursuant to 43 CFR 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.</p> <p>(e) The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 CFR 2.64; and each request for amendment of records filed under 43 CFR 2.71;</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
		<p>notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 CFR 426.18, unless the requester elects to cite the Privacy Act as a basis for the request.</p>
28. Water Conservation	New	<p>28. (a) Prior to the diversion of Project Water, the Contractor shall be implementing an effective water conservation and efficiency program based on the Contractor's water conservation plan that has been determined by the Contracting Officer to meet the conservation and efficiency criteria for evaluating water conservation plans established under Federal law. The water conservation and efficiency program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. Continued diversion of Project Water pursuant to this Contract shall be contingent upon the Contractor's continued implementation of such water conservation program. In the event the Contractor's water conservation plan or any revised water conservation plan completed pursuant to subdivision (d) of Article 28 of this Contract have not yet been determined by the Contracting Officer to meet such criteria, due to circumstances which the Contracting Officer determines are beyond the control of the Contractor, Project Water deliveries shall be made under this Contract so long as the Contractor diligently works with the Contracting Officer to obtain such determination at the earliest practicable date, and thereafter the Contractor immediately begins implementing its water conservation and efficiency program in accordance with the time schedules therein.</p> <p>(b) The Contractor shall submit to the Contracting Officer a report on the status of its implementation of the water conservation plan on the reporting dates specified in the then</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
		<p>existing conservation and efficiency criteria established under Federal law.</p> <p>(c) At five (5)-year intervals, the Contractor shall revise its water conservation plan to reflect the then current conservation and efficiency criteria for evaluating water conservation plans established under Federal law and submit such revised water management plan to the Contracting Officer for review and evaluation. The Contracting Officer will then determine if the water conservation plan meets Reclamation's then current conservation and efficiency criteria for evaluating water conservation plans established under Federal law.</p> <p>(e) If the Contractor is engaged in direct ground-water recharge, such activity shall be described in the Contractor's water conservation plan.</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
29. Opinions And Determinations	New	<p>29. (a) Where the terms of this Contract provide for actions to be based upon the opinion or determination of either party to this Contract, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. Both parties, notwithstanding any other provisions of this Contract, expressly reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or unreasonable opinion or determination. Each opinion or determination by either party shall be provided in a timely manner. Nothing in subdivision (a) of Article 30 of this Contract is intended to or shall affect or alter the standard of judicial review applicable under federal law to any opinion or determination implementing a specific provision of federal law embodied in statute or regulation.</p> <p>(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with the provisions of this Contract, the laws of the United States and of the State of California, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor to the extent reasonably practicable.</p>
30. Contractor To Pay Certain Miscellaneous Costs	New	<p>30. (a) In addition to all other payments to be made by the Contractor pursuant to this Contract, the Contractor shall pay to the United States, within sixty (60) days after receipt of a bill and detailed statement submitted by the Contracting Officer to the Contractor for such specific items of direct cost incurred by the United States for work requested by the Contractor associated with this Contract plus indirect costs in accordance with applicable Bureau of Reclamation policies and procedures. All such amounts referred to in this Article shall not exceed the amount agreed to in writing in advance by the Contractor. This Article shall not apply to costs for routine contract administration.</p> <p>(b) All advances for miscellaneous costs incurred for work</p>

EXISTING ARTICLE NUMBER¹	EXISTING LANGUAGE	NEW LANGUAGE
		requested by the Contractor pursuant to Article 31 of this Contract shall be adjusted to reflect the actual costs when the work has been completed. If the advances exceed the actual costs incurred, the difference will be refunded to the Contractor. If the actual costs exceed the Contractor's advances, the Contractor will be billed for the additional costs pursuant to Article 31 of this Contract.
31. Waiver Of Default	New	31. The waiver by either party to this contract as to any default shall not be construed as a waiver of any other default or as authority of the other party to continue such default or to make, do, or perform, or not to make, do, or perform, as the case may be, any act or thing which would constitute a default.