

SAN LUIS UNIT

FINAL ENVIRONMENTAL ASSESSMENT

INTERIM RENEWAL CONTRACT EA

Appendix A
Draft Interim Renewal Contract

November 2007

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

INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
AND
PROVIDING FOR PROJECT WATER SERVICE
SAN LUIS UNIT AND DELTA DIVISION

Table of Contents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
Preamble	1	
	Explanatory Recitals	2-6
1	Definitions.....	6-11
2	Term of Contract and Right to Use of Water	11-14
3	Water to be Made Available and Delivered to the Contractor.....	20
4	Time for Delivery of Water.....	20-21
5	Point of Diversion and Responsibility for Distribution of Water	21-23
6	Measurement of Water Within the Contractor's Service Area	23-25
7	Rates and Method of Payment for Water	25-31
8	Non-Interest Bearing Operation and Maintenance Deficits.....	32
9	Sales, Transfers, or Exchanges of Water	32-33
10	Application of Payments and Adjustments.....	33-34
11	Temporary Reductions--Return Flows.....	34-35
12	Constraints on the Availability of Water	35-38
13	Unavoidable Groundwater Percolation.....	38
14	Rules and Regulations.....	38
15	Water and Air Pollution Control.....	38
16	Quality of Water.....	39
17	Water Acquired by the Contractor Other Than From the United States.....	40-42
18	Opinions and Determinations	43
19	Coordination and Cooperation.....	43-45
20	Charges for Delinquent Payments.....	45

Table of Contents - continued

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
21	Equal Opportunity.....	46-47
22	General Obligation--Benefits Conditioned Upon Payment	47
23	Compliance With Civil Rights Laws and Regulations	47-48
24	Privacy Act Compliance	48
25	Contractor to Pay Certain Miscellaneous Costs.....	49
26	Water Conservation	49-50
27	Existing or Acquired Water or Water Rights.....	51
28	Operation and Maintenance by San Luis & Delta-Mendota Water Authority.	51-53
28.1	Operation and Maintenance by California Department of Water Resources... ..	53-55
28.2	Operation and Maintenance by the Contractor	55-57
28.3	Pumping Plants, Power for Pumping Plants, and Transfer of Operation and Maintenance to the Contractor	57-61
29	Contingent on Appropriation or Allotment of Funds	61
30	Books, Records, and Reports	61-62
31	Assignment Limited--Successors and Assigns Obligated.....	62
32	Severability	62-63
33	Resolution of Disputes.....	63
34	Officials Not to Benefit.....	64
35	Changes in Contractor's Service Area	64
36	Federal Laws.....	64
37	Notices	65
	Signature Page.....	66
	Exhibit A - Map of Contractor's Service Area	
	Exhibit B - Rates and Charges	

1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 Central Valley Project, California
5 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
6
7 PROVIDING FOR PROJECT WATER SERVICE FROM
8 SAN LUIS UNIT AND DELTA DIVISION

9 THIS CONTRACT, made this ____ day of _____, 200__, in pursuance
10 generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary thereto,
11 including, but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and
12 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70 Stat.
13 483), June 3, 1960 (74 Stat. 156), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263),
14 October 27, 1986 (100 Stat. 3050), as amended, and Title XXXIV of the Act of October 30, 1992
15 (106 Stat. 4706), all collectively hereinafter referred to as Federal Reclamation law, between THE
16 UNITED STATES OF AMERICA, hereinafter referred to as the United States, and _____,
17 hereinafter referred to as the Contractor, a public agency of the State of California, duly organized,
18 existing, and acting pursuant to the laws thereof;

19 WITNESSETH, That:

20 EXPLANATORY RECITALS

21 [1st] WHEREAS, the United States has constructed and is operating the Central Valley
22 Project, (Project) California, for diversion, storage, carriage, distribution and beneficial use, for flood
23 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

[2nd] WHEREAS, the United States constructed the Delta Division Facilities, including the San Luis Unit facilities (which include the San Luis Canal, Coalinga Canal, Pleasant Valley Pumping Plant, and Dos Amigos Pumping Plant), which will be used in part for the furnishing of water to the Contractor pursuant to the terms of this Contract; and

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

[4th] WHEREAS, the terms and conditions pursuant to which Project Water is to be delivered to the Contractor through December 31, 2007, are addressed in the Contract Between the United States and Westlands Water District Providing for Water Service, dated June 5, 1963, and the Stipulated Judgment in the lawsuit entitled Barcellos and Wolfsen, Inc., v. Westlands Water District, Civ. No. F-79-106-EDP (E.D. Cal.), as consolidated with Westlands Water District v. United States of America, Civ. No. F-81-245-EDP (E.D. Cal.), entered on December 30, 1986, hereinafter referred to as the Existing Contract; and (Include only in WWD Interim)

[4th] WHEREAS, the United States and the Contractor entered into Contract No. _____ as amended, which provided the Contractor, Project Water from Project facilities from _____ to December 31, 200____, hereinafter referred to as the Existing Contract; and (Include in all Interims Contracts other than WWD)

[5th] WHEREAS, the United States and the Contractor have pursuant to Subsection

3404(c)(3) of the Central Valley Project Improvement Act (CVPIA), subsequently entered into a binding agreement identified as Binding Agreement No. _____ BA, which sets out the terms pursuant to which the Contractor agreed to renew the Existing Contract before the expiration date after completion of the Programmatic Environmental Impact Statement (PEIS) and other appropriate environmental documentation and negotiation of a renewal contract; and which also sets out the consequences of a subsequent decision not to renew; and **Contractor Specific Binding Agreements**

[6th] WHEREAS, Section 3404(c) of the CVPIA provides for long-term renewal of the Existing Contract following completion of appropriate environmental documentation, including the PEIS, **which was** required by Section 3409 of the CVPIA, pursuant to the National Environmental Policy Act (NEPA) analyzing the direct and indirect impacts and benefits of implementing the CVPIA and the potential renewal of all existing contracts for Project Water; and

[7th] WHEREAS, rights of renewal of **Existing** Contract and to convert said contract to a contract as provided by subsection (d), Section 9 of the Act of August 4, 1939 (53 Stat. 1187), are set forth in said contract; and

[8.th] WHEREAS, the United States has completed the PEIS, but since all the environmental documentation necessary to execute a long-term renewal contract has not been completed, the Contractor has requested an interim renewal contract pursuant to Section 3404(c)(1) of the CVPIA; and

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

[10th] WHEREAS, the Contractor has demonstrated to the satisfaction of the Contracting

Officer that the Contractor has utilized the Project Water supplies available to it for reasonable and beneficial use and expects to utilize fully for reasonable and beneficial use the quantity of Project Water to be made available to it pursuant to this Contract; and

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

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

[12.1] WHEREAS, the United States Court of Appeals for the Ninth Circuit has held that Section 1(a) of the San Luis Act, Public Law 86-488, 74 Stat. 156, imposes on the Secretary a duty to provide drainage service to the San Luis Unit; and

[12.2] WHEREAS, the Contractor and the Contracting Officer recognize that adequate drainage service is required to maintain agricultural production within certain areas served with Project Water made available under this Contract, and all renewals thereof; and

[12.3] WHEREAS, the Contracting Officer intends, to the extent appropriated funds are available, to develop and implement effective solutions to drainage problems in the San Luis Unit; and

[12.4] WHEREAS, the Contracting Officer and the Contractor acknowledge that such drainage solutions may involve actions not originally contemplated and/or the construction or use of facilities, other than the San Luis Drain; that the Contractor is investing in drainage solutions for lands within its boundaries that should be considered by the Contracting Officer in determining drainage solutions; and that the existing ratesetting policy as it relates to the allocation and collection

of drainage costs may require amendment to recognize those investments by the Contractor and other relevant circumstances; and

[12.5] WHEREAS, the Department of the Interior, Bureau of Reclamation published in **June 2006** the San Luis Drainage Feature Re-evaluation **Final** Environmental Impact Statement, which considers alternatives to provide agricultural drainage service to the San Luis Unit; and

[12.6] WHEREAS, on March 9, 2007, the Record of Decision was signed for the San Luis Drainage Feature Re-evaluation **Final** Environmental Impact Statement identifying the retirement of up to 194,000 acres of land from irrigated agricultural productions as the selected alternative; and

(Include only in WWD Interim)

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

[14th] WHEREAS, the mutual goals of the United States and the Contractor include: to provide for reliable Project Water supplies; to control costs of those supplies; to achieve repayment of the Project as required by law; to guard reasonably against Project Water shortages; to achieve a reasonable balance among competing demands for use of Project Water; and to comply with all applicable environmental statutes, all consistent with the legal obligations of the United States relative to the Project; and

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

[15th] WHEREAS, the Contractor has utilized or may utilize transfers, contract assignments,

rescheduling and conveyance of Project Water and non-Project water under this Contract as tools to minimize the impacts of Conditions of Shortage and to maximize the beneficial use of water; and

[15.1] WHEREAS, the parties desire and intend that this Contract not provide a disincentive to the Contractor in continuing to carry out the beneficial activities set out in the Explanatory Recital immediately above; and

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

[15.3] WHEREAS, the Secretary intends to assure uninterrupted water service and continuity of contract through the process set fourth in Article 2 hereof; and

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

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

DEFINITIONS

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

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

(b) "Charges" shall mean the payments required by Federal Reclamation law in addition to the Rates as determined annually by the Contracting Officer pursuant to this Contract;

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

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

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

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

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

(g.1) "Delta Division Facilities" shall mean those existing and future Project facilities in and south of the Sacramento-San Joaquin Rivers Delta, including, but not limited to, the Tracy Pumping Plant, the O'Neill Forebay, the O'Neill Pumping/Generating Plant, and the San Luis

Reservoir, used to divert, store, and convey water to those Project Contractors entitled to receive water conveyed through the Delta-Mendota Canal;

(h) “Eligible Lands” shall mean all lands to which Irrigation 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;

(i) “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;

(j) “Full Cost Rate” shall mean an annual rate, as determined by the Contracting Officer that shall amortize the expenditures for construction properly allocable to the Project irrigation or M&I functions, as appropriate, of facilities in service including all Operation and Maintenance (O&M) deficits funded, less payments, over such periods as may be required under Federal Reclamation law, or applicable contract provisions. Interest will accrue on both the construction expenditures and funded O&M deficits from October 12, 1982, on costs outstanding at that date, or from the date incurred in the case of costs arising subsequent to October 12, 1982, and shall be calculated in accordance with subsections 202(3)(B) and (3)(C) of the RRA. The Full-Cost Rate includes actual operation, maintenance, and replacement costs consistent with Section 426.2 of the Rules and Regulations for the RRA;

(k) “Ineligible Lands” shall mean all lands to which Irrigation Water may not be delivered in accordance with Section 204 of the RRA;

(l) “Irrigation Full Cost Water Rate” shall mean the Full Cost Rate applicable to

171 the delivery of Irrigation Water;

172 (m) "Irrigation Water" shall mean water made available from the Project that is
173 used primarily in the production of agricultural crops or livestock, including domestic use incidental
174 thereto, and watering of livestock;

175 (n) "Landholder" shall mean a party that directly or indirectly owns or leases
176 nonexempt land, as provided in 43 CFR 426.2;

177 (o) "Municipal and Industrial (M&I) Water" shall mean Project Water, other than
178 Irrigation Water, made available to the Contractor. M&I Water shall include water used for human
179 use and purposes such as the watering of landscaping or pasture for animals (e.g., horses) which are
180 kept for personal enjoyment or water delivered to landholdings operated in units of less than five
181 acres unless the Contractor establishes to the satisfaction of the Contracting Officer that the use of
182 water delivered to any such landholding is a use described in subdivision (m) of this Article;

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

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

188 (r) "Operating Non-Federal Entity" shall mean the entity(ies), its (their) successors
189 or assigns, which has (have) the obligation to operate and maintain all or a portion of the Delta
190 Division Facilities pursuant to written agreement(s) with the United States. When this Contract was
191 entered into, the Operating Non-Federal Entities were the San Luis & Delta-Mendota Water Authority

and, with respect to San Luis Unit facilities, the California Department of Water Resources, and **the Contractor; Contractor Specific**

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

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

(u) "Project Water" shall mean all water that is developed, diverted, stored, or delivered by the Secretary in accordance with the statutes authorizing the Project and in accordance with the terms and conditions of water rights acquired pursuant to California law;

(v) "Rates" shall mean the payments 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 7 of this Contract;

(w) Omitted

(x) "Secretary" 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;

(y) Omitted

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

(aa) "Water Made Available" shall mean the estimated amount of Project Water that can be delivered to the Contractor for the upcoming Year as declared by the Contracting Officer,

213 pursuant to subdivision (a) of Article 4 of this Contract;

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

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

219 TERM OF CONTRACT - RIGHT TO USE OF WATER

220 2. (a) This Contract shall be effective from **January 1, 200_** and shall remain in
221 effect through **February 28(29), 200_**, and thereafter will be renewed as described in this **Article**.
222 Except as provided in subdivision (b) of this Article, until completion of all appropriate
223 environmental review, and provided that the Contractor has complied with all the terms and
224 conditions of the interim renewal contract in effect for the period immediately preceding the
225 requested successive interim renewal contract, this Contract will be renewed, upon request of the
226 Contractor, for successive interim periods each of which shall be no more than two (2) Years in
227 length. Also, except as provided in subdivision (b) of this Article, in order to promote orderly and
228 cost effective contract administration, the terms and conditions in subsequent interim renewal
229 contracts shall be identical to the terms and conditions in the interim renewal contract immediately
230 preceding the subsequent interim renewal contract: Provided, however, That each party preserves the
231 right to propose modification(s) in any interim renewal contract other than those described in
232 subdivision (b) of this Article, in which case the parties shall negotiate in good faith appropriate
233 modification(s) to be included in any successive interim renewal contracts. Said modification(s) of

each successive interim renewal contract shall be agreed upon within a reasonable time prior to the expiration of the then existing interim renewal contract. Nothing in this Article shall in any way alter the obligation ~~that, upon final completion of the PEIS and any necessary supplemental~~ environmental documentation, the Secretary shall, pursuant to Federal Reclamation law, upon request of the Contractor, enter into a long-term renewal contract for a period of twenty-five (25) Years and may thereafter renew such long-term renewal contracts for successive periods not to exceed twenty-five (25) Years each.

(b) The parties have ~~engaged and if necessary will continue to engage~~ in good faith negotiations intended to permit the execution of a twenty-five (25) Year long-term renewal contract contemplated by Section 3404 (c) of the CVPIA, hereinafter referred to as a Along-term renewal contract~~@. by the end of the term hereof.~~ The parties recognize the possibility that this schedule ~~may not be met without further negotiations.~~ Accordingly: ~~In the event~~ (i) the Contractor and Contracting Officer have reached agreement on the terms of the Contractor=s long-term renewal contract or (ii) the Contractor and Contracting Officer have not completed the negotiations on the Contractor=s long-term renewal contract, believe that further negotiations on that contract would be beneficial, and mutually commit to continue to negotiate to seek to reach agreement, but (iii) all environmental documentation required to allow execution of the Contractor=s long-term renewal contract by both parties has not been completed in time to allow execution of the Contractor=s long-term renewal contract by _____200____, then (iv), the parties will expeditiously complete the environmental documentation required of each of them in order to execute the Contractor=s long-term renewal contract at the earliest practicable date. In addition, the Contractor=s then current

interim renewal contract will be renewed without change upon the request of either party through the agreed-upon effective date of the Contractor=s long-term renewal contract or, in the absence of agreement on the terms of the Contractor=s long-term renewal contract, through the succeeding February 28.

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

WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTOR

3. (a) During each Year, consistent with all applicable State water rights permits, and licenses, Federal law, and subject to the provisions set forth in Articles 11 and 12 of this Contract, the Contracting Officer shall make available for **delivery to the Contractor ____ acre-feet of Project Water for irrigation and M&I purposes. Provided, however, during the two (2) month period of January and February of Year, 200_ , the Contracting Officer shall make available for delivery to the Contractor that portion of the 200__ allocation of Project Water unused by the Contractor under the Existing Contract.** Water Delivered to the Contractor in accordance with this subdivision shall be scheduled and paid for pursuant to the provisions of Articles 4 and 7 of this Contract.

3. (a.1) **(Include only in WWD Interim)**

(b) Because the capacity of the Project to deliver Project Water has been

276 constrained in recent years and may be constrained in the future due to many factors including
277 hydrologic conditions and implementation of Federal and State laws, the likelihood of the Contractor
278 actually receiving the amount of Project Water set out in subdivision (a) of this Article in any given
279 Year is uncertain. The Contracting Officer's modeling referenced in the PEIS projected that the
280 Contract Total set forth in this Contract will not be available to the Contractor in many years.
281 Nothing in this subdivision (b) of this Article shall affect the rights and obligations of the parties
282 under any provision of this Contract.

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

285 (c.1) In the event any Project Contractor (other than a Cross Valley Contractor) that
286 receives Project Water through the Delta Division Facilities obtains a contractual agreement that the
287 Contracting Officer shall make Project Water available at a point or points of delivery in or north of
288 the Delta, at the request of the Contractor and upon completion of any required environmental
289 documentation, this Contract shall be amended to provide for deliveries in or north of the Delta on
290 mutually agreeable terms. Such amendments to the Contract shall be limited solely to those changes
291 made necessary by the addition of such alternate points of delivery in or north of the Delta; Provided,
292 That the Contracting Officer's use of the Harvey O. Banks Pumping Plant to deliver Project Water
293 does not trigger this right of amendment.

294 (d) The Contractor shall make reasonable and beneficial use of all water furnished
295 pursuant to this Contract. Groundwater recharge programs (direct, indirect, or in lieu), groundwater
296 banking programs, surface water storage programs, and other similar programs utilizing Project

297 Water or other water furnished pursuant to this Contract conducted within the Contractor's Service
298 Area which are consistent with applicable State law and result in use consistent with Federal
299 Reclamation law will be allowed; Provided, That any direct recharge program(s) is (are) described in
300 the Contractor's water conservation plan submitted pursuant to Article 26 of this **Interim Renewal**
301 **Contract**; Provided, further, That such water conservation plan demonstrates sufficient lawful uses
302 exist in the Contractor's Service Area so that using a long-term average, the quantity of Delivered
303 Water is demonstrated to be reasonable for such uses and in compliance with Federal Reclamation
304 law. Groundwater recharge programs, groundwater banking programs, surface water storage
305 programs, and other similar programs utilizing Project Water or other water furnished pursuant to this
306 Contract conducted outside the Contractor's Service Area may be permitted upon written approval of
307 the Contracting Officer, which approval will be based upon environmental documentation, Project
308 Water rights, and Project operational concerns. The Contracting Officer will address such concerns
309 in regulations, policies, or guidelines.

310 (e) The Contractor shall comply with requirements applicable to the Contractor in
311 biological opinion(s) prepared as a result of a consultation regarding the execution of this Contract
312 undertaken pursuant to Section 7 of the Endangered Species Act of 1973 (ESA), as amended, that are
313 within the Contractor's legal authority to implement. The Existing Contract, which evidences in
314 excess of ___ years of diversions for irrigation and/or M&I purposes of the quantities of Project
315 Water provided in subdivision (a) of Article 3 of this Contract, will be considered in developing an
316 appropriate baseline for the biological assessment(s) prepared pursuant to the ESA, and any other
317 needed environmental review. 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.

(f) Following the declaration of Water Made Available under Article 4 of this Contract, the Contracting Officer will make a determination whether Project Water, or other water available to the Project, can be made available to the Contractor in addition to the Contract Total under this Article during the Year without adversely impacting other Project Contractors. At the request of the Contractor, the Contracting Officer will consult with the Contractor prior to making such a determination. If the Contracting Officer determines that Project Water, or other water available to the Project, can be made available to the Contractor, the Contracting Officer will announce the availability of such water and shall so notify the Contractor as soon as practical. The Contracting Officer will thereafter meet with the Contractor and other Project Contractors capable of taking such water to determine the most equitable and efficient allocation of such water. If the Contractor requests the delivery of any quantity of such water, the Contracting Officer shall make such water available to the Contractor in accordance with applicable statutes, regulations, guidelines, and policies. Subject to existing **interim renewal and** long-term contractual commitments, water rights and operational constraints, **interim renewal and** long-term Project Contractors shall have a first right to acquire such water, including Project Water made available pursuant to Section 215 of the RRA.

(g) The Contractor may request permission to reschedule for use during the subsequent Year some or all of the Water Made Available to the Contractor during the current Year, referred to as "rescheduled water." The Contractor may request permission to use during the current

339 Year a quantity of Project Water which may be made available by the United States to the Contractor
340 during the subsequent Year referred to as "preuse." The Contracting Officer's written approval may
341 permit such uses in accordance with applicable statutes, regulations, guidelines, and policies.

342 (h) The Contractor's right pursuant to Federal Reclamation law and applicable
343 State law to the reasonable and beneficial use of Water Delivered pursuant to this Contract during the
344 term thereof and any subsequent **interim renewal** contracts, as described in Article 2 of this Contract,
345 during the terms thereof shall not be disturbed so long as the Contractor shall fulfill all of its
346 obligations under this Contract and any renewals thereof. Nothing in the preceding sentence shall
347 affect the Contracting Officer's ability to impose shortages under Article 11 or subdivision (b) of
348 Article 12 of this Contract or applicable provisions of any subsequent interim renewal contracts.

349 (i) Project Water furnished to the Contractor pursuant to this Contract may be
350 delivered for purposes other than those described in subdivisions (m) and (o) of Article 1 of this
351 Contract upon written approval by the Contracting Officer in accordance with the terms and
352 conditions of such approval.

353 (j) The Contracting Officer shall make reasonable efforts to protect the water
354 rights necessary for the Project and to provide the water available under this Contract **and any renewal**
355 **thereof**. The Contracting Officer shall not object to participation by the Contractor, in the capacity
356 and to the extent permitted by law, in administrative proceedings related to the Project Water rights;
357 Provided, that the Contracting Officer retains the right to object to the substance of the Contractor's
358 position in such a proceeding; Provided, further, That in such proceedings the Contracting Officer
359 shall recognize the Contractor has a legal right under the terms of this Contract to use Project Water.

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TIME FOR DELIVERY OF WATER

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4. (a) On or about February 20 each Calendar Year, the Contracting Officer shall

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announce the Contracting Officer's expected declaration of the Water Made Available. Such

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declaration will be expressed in terms of Water Made Available and will be updated monthly, and

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more frequently if necessary, based on then-current operational and hydrologic conditions and a new

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declaration with changes, if any, to the Water Made Available will be made. The Contracting Officer

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shall provide forecasts of Project operations and the basis of the estimate, with relevant supporting

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information, upon the written request of the Contractor.

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(b) On or before each March 1 and at such other times as necessary, the Contractor

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shall submit to the Contracting Officer a written schedule, satisfactory to the Contracting Officer,

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showing the monthly quantities of Project Water to be delivered by the United States to the

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Contractor pursuant to this Contract for the Year commencing on such March 1. The Contracting

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Officer shall use all reasonable means to deliver Project Water according to the approved schedule for

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the Year commencing on such March 1.

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(c) The Contractor shall not schedule Project Water in excess of the quantity of

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Project Water the Contractor intends to put to reasonable and beneficial use within the Contractor's

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Service Area or to sell, transfer, or exchange pursuant to Article 9 of this Contract during any Year.

378

(d) Subject to the conditions set forth in subdivision (a) of Article 3 of this

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Contract, the United States shall deliver Project Water to the Contractor in accordance with the initial

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schedule submitted by the Contractor pursuant to subdivision (b) of this Article, or any written

revision(s) thereto satisfactory to the Contracting Officer, submitted within a reasonable time prior to the date(s) on which the requested change(s) is/are to be implemented.

POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

5. (a) Project Water scheduled pursuant to subdivision (b) of Article 4 of this Contract shall be delivered to the Contractor at Project facilities and any additional point or points of delivery either on Project facilities or another location or locations mutually agreed to in writing by the Contracting Officer and the Contractor.

(b) The Contracting Officer, either directly or indirectly through its written agreements(s) with the Operating Non-Federal Entity(ies), shall make all reasonable efforts to maintain sufficient flows and levels of water in the Project facilities to deliver Project Water to the Contractor at the point or points of delivery established pursuant to subdivision (a) of this Article.

(c) The Contractor shall deliver Irrigation Water in accordance with any applicable land classification provisions of Federal Reclamation law and the associated regulations. The Contractor shall not deliver Project Water to land outside the Contractor's Service Area unless approved in advance by the Contracting Officer.

(d) All Water Delivered to the Contractor pursuant to this Contract shall be measured and recorded with equipment furnished, installed, operated, and maintained by the Contracting Officer either directly or indirectly through its written agreements(s) with the Operating Non-Federal Entity(ies), unless undertaken by the Contractor with the consent of the Contracting Officer at the point or points of delivery established pursuant to subdivision (a) of this Article. Upon the request of either party to this Contract, the Contracting Officer shall investigate, or cause to be

402 investigated by the appropriate Operating Non-Federal Entity(ies) the accuracy of such measurements
403 and shall take any necessary steps to adjust any errors appearing therein. For any period of time when
404 accurate measurements have not been made, the Contracting Officer shall consult with the Contractor
405 and the appropriate Operating Non-Federal Entity(ies), if any, prior to making a final determination of
406 the quantity delivered for that period of time.

407 (e) Absent a separate contrary written agreement with the Contractor, neither the
408 Contracting Officer nor any Operating Non-Federal Entity(ies) shall be responsible for the control,
409 carriage, handling, use, disposal, or distribution of Water Delivered to the Contractor pursuant to this
410 Contract beyond the point or points of delivery established pursuant to subdivision (a) of this Article.
411 The Contractor shall indemnify the United States, its officers, employees, agents, and assigns on
412 account of damage or claim of damage of any nature whatsoever for which there is legal
413 responsibility, including property damage, personal injury, or death arising out of or connected with
414 the control, carriage, handling, use, disposal, or distribution of such Water Delivered beyond such
415 point or points of delivery except for any damage or claim arising out of: (i) acts or omissions of the
416 Contracting Officer or any of its officers, employees, agents, and assigns, including the Operating
417 Non-Federal Entity(ies) with the intent of creating the situation resulting in any damage or claim; (ii)
418 willful misconduct of the Contracting Officer or any of its officers, employees, agents, and assigns,
419 including the Operating Non-Federal Entity(ies); (iii) negligence of the Contracting Officer or any of
420 its officers, employees, agents, and assigns including the Operating Non-Federal Entity(ies); (iv) a
421 malfunction of facilities owned and/or operated by the United States or the Operating Non-Federal
422 Entity(ies); or (v) failure of the United States, its officers, employees, agents, and assigns, including

the Operating Non-Federal Entity(ies), to provide drainage service.

MEASUREMENT OF WATER WITHIN THE CONTRACTOR'S SERVICE AREA

6. (a) The Contractor has established a measuring program satisfactory to the Contracting Officer. The Contractor shall ensure that all surface water delivered for irrigation purposes within the Contractor's Service Area is measured at each agricultural turnout and such water delivered for M&I purposes is measured at each M&I service connection. 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, maintaining, and repairing all such measuring devices and implementing all such water measuring methods at no cost to the United States. The Contractor shall use the information obtained from such water measuring devices or water measuring methods to ensure its proper management of the water; to bill water users for water delivered by the Contractor; and, if applicable, to record water delivered for M&I purposes by customer class as defined in the Contractor's water conservation plan provided for in Article 26 of this Contract. Nothing herein contained, however, shall preclude the Contractor from establishing and collecting any charges, assessments, or other revenues authorized by California law. The Contractor shall include a summary of all its annual surface water deliveries in the annual report described in subdivision (c) of Article 26 of this Contract.

(b) To the extent the information has not otherwise been provided, upon execution of this Contract, the Contractor shall provide to the Contracting Officer a written report describing the measurement devices or water measuring methods being used or to be used to implement subdivision (a) of this Article and identifying the agricultural turnouts and the M&I service connections or

alternative measurement programs approved by the Contracting Officer, at which such measurement devices or water measuring methods are being used, and, if applicable, identifying the locations at which such devices and/or methods are not yet being used including a time schedule for implementation at such locations. The Contracting Officer shall advise the Contractor in writing within 60 days as to the adequacy and necessary modifications, if any, of the measuring devices or water measuring methods identified in the Contractor's report and if the Contracting Officer does not respond in such time, they shall be deemed adequate. If the Contracting Officer notifies the Contractor that the measuring devices or methods are inadequate, the parties shall within 60 days following the Contracting Officer's response, negotiate in good faith the earliest practicable date by which the Contractor shall modify said measuring devices and/or measuring methods as required by the Contracting Officer to ensure compliance with subdivision (a) of this Article.

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

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

(e) The Contractor shall inform the Contracting Officer and the Operating Non-Federal Entity(ies) on or before the 20th calendar day of each month of the quantity of Irrigation Water and M&I Water taken during the preceding month.

RATES AND METHOD OF PAYMENT FOR WATER

7. (a) The Contractor shall pay the United States as provided in this Article for all Delivered Water at Rates and Charges established in accordance with: (i) the Secretary's ratesetting policy for Irrigation Water adopted in 1988 and the Secretary's then-existing ratesetting policy for M&I Water. Such ratesetting policies shall be amended, modified, or superseded only through a public notice and comment procedure; (ii) applicable Federal Reclamation law and associated rules and regulations, or policies; and (iii) other applicable provisions of this Contract. Payments shall be made by cash transaction, electronic funds transfer, or any other mechanism as may be agreed to in writing by the Contractor and the Contracting Officer. The Rates and Charges applicable to the Contractor upon execution of this Contract are set forth in Exhibit "B," as may be revised annually.

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

(1) Prior to July 1 of each Calendar 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 Calendar Year, through September 30, of the following Calendar Year, and the basis for such estimate. The Contractor shall be allowed not less than two months to review and comment on such estimates. On or before September 15 of each Calendar Year, the Contracting Officer shall notify the Contractor in writing of the Charges to be in effect during the period October 1 of the current Calendar Year, through September 30, of the following Calendar Year, and such notification shall revise Exhibit "B."

(2) Prior to October 1 of each Calendar 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 months to review and comment on such computations and cost allocations.

By December 31 of each Calendar 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 "B."

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

adjustment between the advance payments for the Water Scheduled and payments for the quantities of Water Delivered during each Year pursuant to this Contract shall be made as soon as practicable but no later than April 30th of the following Year, or 60 days after the delivery of Project Water rescheduled under subdivision (g) of Article 3 of this Contract if such water is not delivered by the last day of February.

(d) The Contractor shall also make a payment in addition to the Rate(s) in subdivision (c) of this Article to the United States for Water Delivered, at the Charges then in effect, before the end of the month following the month of delivery. The payments shall be consistent with the quantities of Irrigation Water and M&I Water Delivered as shown in the water delivery report for the subject month prepared by the Operating Non-Federal Entity(ies) or, if there is no Operating Non-Federal Entity, by the Contracting Officer. The water delivery report shall be deemed a bill for the payment of Charges for Water Delivered. 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 of Charge shall be computed pursuant to Article 20 of this Contract.

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

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

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

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

542 (i) The parties acknowledge and agree that the efficient administration of this
543 Contract is their mutual goal. Recognizing that experience has demonstrated that mechanisms,
544 policies, and procedures used for establishing Rates and Charges and/or for making and allocating
545 payments, other than those set forth in this Article may be in the mutual best interest of the parties, it
546 is expressly agreed that the parties may enter into agreements to modify the mechanisms, policies,
547 and procedures for any of those purposes while this Contract is in effect without amending this
548 Contract.

549 (j) Omitted

550 (1-3) Omitted

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

559 (l) Except as provided in subsections 3405(a)(1)(B) and 3405(f) of the CVPIA,
560 the Rates for Project Water transferred by the Contractor shall be the Contractor's Rates, in
561 accordance with the applicable Project ratesetting policy, adjusted upward or downward to reflect the
562 changed costs, if any, incurred by the Contracting Officer in the delivery of the transferred Project
563 Water to the transferee's point of delivery. If the Contractor is receiving lower Rates and Charges
564 because of inability to pay and is transferring Project Water to another entity whose Rates and
565 Charges are not adjusted due to inability to pay, the Rates and Charges for transferred Project Water
566 shall not be adjusted to reflect the Contractor's inability to pay.

567 (m) Pursuant to the Act of October 27, 1986 (100 Stat. **3050**), the Contracting
568 Officer is authorized to adjust determinations of ability to pay every five years.

569 NON-INTEREST BEARING OPERATION AND MAINTENANCE DEFICITS

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

SALES, TRANSFERS, OR EXCHANGES OF WATER

9. (a) The right to receive Project Water provided for in this Contract may be sold, transferred, or exchanged to others for reasonable and beneficial uses within the State of California if such sale, transfer, or exchange is authorized by applicable Federal and State laws, and applicable guidelines or regulations then in effect. No sale, transfer, or exchange of Project Water under this Contract may take place without the prior written approval of the Contracting Officer, except as provided for in subdivision (b) of this Article, and no such sales, transfers, or exchanges shall be approved absent all appropriate environmental documentation, including, but not limited to, documents prepared pursuant to the NEPA and ESA. Such environmental documentation should include, as appropriate, an analysis of groundwater impacts and economic and social effects, including environmental justice, of the proposed water transfers on both the transferor and transferee.

(b) In order to facilitate efficient water management by means of water transfers of the type historically carried out among Project Contractors located within the same geographical area and to allow the Contractor to participate in an accelerated water transfer program during the term of this Contract, the Contracting Officer shall prepare, as appropriate, all necessary environmental documentation, including, but not limited to, documents prepared pursuant to the NEPA and ESA, analyzing annual transfers within such geographical areas and the Contracting Officer shall determine whether such transfers comply with applicable law. Following the completion of the environmental

documentation, such transfers addressed in such documentation shall be conducted with advance notice to the Contracting Officer, but shall not require prior written approval by the Contracting Officer. Such environmental documentation and the Contracting Officer's compliance determination shall be reviewed every five years and updated, as necessary, prior to the expiration of the then existing five-year period. All subsequent environmental documentation shall include an alternative to evaluate not less than the quantity of Project Water historically transferred within the same geographical area.

(c) For a water transfer to qualify under subdivision (b) of this Article, such water transfer must: (i) be for irrigation purposes for lands irrigated within the previous three years, for M&I use, groundwater recharge, groundwater banking, or similar groundwater activities, surface water storage, or fish and wildlife resources; not lead to land conversion; and be delivered to established cropland, wildlife refuges, groundwater basins, or M&I use; (ii) occur within a single Year; (iii) occur between a willing seller and a willing buyer; (iv) convey water through existing facilities with no new construction or modifications to facilities and be between existing Project Contractors and/or the Contractor and the United States, Department of the Interior; and (v) comply with all applicable Federal, State, and local or tribal laws and requirements imposed for protection of the environment and Indian Trust Assets, as defined under Federal law.

APPLICATION OF PAYMENTS AND ADJUSTMENTS

10. (a) The amount of any overpayment by the Contractor of the Contractor's O&M, capital, and deficit (if any) obligations for the Year shall be applied first to any current liabilities of the Contractor arising out of this Contract then due and payable. Overpayments of more than \$1,000

shall be refunded at the Contractor's request. In lieu of a refund, any amount of such overpayment, at the option of the Contractor, may be credited against amounts to become due to the United States by the Contractor. With respect to overpayment, such refund or adjustment shall constitute the sole remedy of the Contractor or anyone having or claiming to have the right to the use of any of the Project Water supply provided for herein. All credits and refunds of overpayments shall be made within 30 days of the Contracting Officer obtaining direction as to how to credit or refund such overpayment in response to the notice to the Contractor that it has finalized the accounts for the Year in which the overpayment was made.

(b) All advances for miscellaneous costs incurred for work requested by the Contractor pursuant to Article 25 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 25 of this Contract.

TEMPORARY REDUCTIONS--RETURN FLOWS

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

(b) The Contracting Officer or Operating Non-Federal Entity(ies) may temporarily discontinue or reduce the quantity of Water Delivered to the Contractor as herein provided for the

633 purposes of investigation, inspection, maintenance, repair, or replacement of any of the Project
634 facilities or any part thereof necessary for the delivery of Project Water to the Contractor, but so far as
635 feasible the Contracting Officer or Operating Non-Federal Entity(ies) will give the Contractor due
636 notice in advance of such temporary discontinuance or reduction, except in case of emergency, in
637 which case no notice need be given; Provided, That the United States shall use its best efforts to avoid
638 any discontinuance or reduction in such service. Upon resumption of service after such reduction or
639 discontinuance, and if requested by the Contractor, the United States will, if possible, deliver the
640 quantity of Project Water which would have been delivered hereunder in the absence of such
641 discontinuance or reduction.

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

648 CONSTRAINTS ON THE AVAILABILITY OF WATER

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

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

(c) In any Year in which there may occur a Condition of Shortage for any of the reasons specified in subdivision (b) of this Article, and subject to subdivision (d) of this Article, the Contracting Officer will first allocate the available Project Water consistent with the Central Valley Project M&I Water Shortage in its form **applicable under Article 12(c) of water service contracts in effect on the date of this contract which provide water service from Delta Division Facilities.** Subject to the foregoing allocation, in any year in which there may occur a Condition of Shortage, the Contracting Officer shall then apportion Project Water among the Contractor and others entitled to Project Water from Delta Division Facilities under long-term water service or repayment contracts (or renewals thereof or binding commitments therefore) in force on February 28, 2005, as follows:

(1) The Contracting Officer shall make an initial and subsequent determination as necessary of the total quantity of Project Water estimated to be scheduled or actually scheduled under subdivision (b) of Article 4 of this Contract and under all other **interim renewal,** long-term water service or repayment contracts then in force for the delivery of Project Water by the United States from Delta Division Facilities during the relevant Year, the quantity so determined being hereinafter referred to as the scheduled total;

(2) A determination shall be made of the total quantity of Project Water

675 that is available for meeting the scheduled total, the quantity so determined being hereinafter referred
676 to as the available supply;

677 (3) The total quantity of Project Water estimated to be scheduled or
678 actually scheduled by the Contractor during the relevant Year, under subdivision (b) of Article 4
679 hereof, shall be divided by the scheduled total, the quotient thus obtained being hereinafter referred to
680 as the Contractor's proportionate share; and

681 (4) The available supply shall be multiplied by the Contractor's
682 proportionate share and the result shall be the quantity of Project Water made available by the United
683 States to the Contractor for the relevant Year in accordance with the schedule developed by the
684 Contracting Officer under subdivision (c) (1) of this Article 12, but in no event shall such amount
685 exceed the Contract Total. In the event the Contracting Officer subsequently determines that the
686 Contracting Officer can increase or needs to decrease the available supply for delivery from Delta
687 Division Facilities to **interim renewal**, long-term water service, and repayment **contractors** during the
688 relevant Year, such additions or reductions to the available supply shall be apportioned consistent
689 with subparagraphs (1) through (4), inclusive.

690 (d) By entering into this Contract, the Contractor does not waive any legal rights or
691 remedies it may have to file or participate in any administrative or judicial proceeding contesting (i)
692 the sufficiency of the Central Valley Project M&I Water Shortage Policy; (ii) the substance of such a
693 policy; (iii) the applicability of such a policy; or (iv) the manner in which such policy is implemented
694 in order to allocate Project Water between municipal and industrial and irrigation purposes; Provided,
695 That the Contractor has commenced any such judicial challenge or any administrative procedures

necessary to institute any judicial challenge within six months of the policy becoming final. By agreeing to the foregoing, the Contracting Officer does not waive any legal defenses or remedies that it may have to assert in such a proceeding. Nothing contained herein shall be interpreted to validate or invalidate the Central Valley Project M&I Water Shortage Policy.

(e) By entering into this Contract, the Contractor does not waive any legal rights or remedies it may have to file or participate in any administrative or judicial proceeding contesting; (i) the sufficiency of the Central Valley Project M&I Water Shortage Policy; (ii) the substance of such a policy; (iii) the applicability of such a policy; or (iv) the manner in which such policy is implemented in order to allocate Project Water between municipal and industrial and irrigation purposes; Provided, That the Contractor has commenced any such judicial challenge or any administrative procedures necessary to institute any judicial challenge within 6 months of the policy becoming final. By agreeing to the foregoing, the Contracting Officer does not waive any legal defenses or remedies that it may have to assert in such a proceeding. Nothing contained herein shall be interpreted to validate or invalidate the Central Valley Project M&I Water Shortage Policy.

UNAVOIDABLE GROUNDWATER PERCOLATION

13. To the extent applicable, the Contractor shall not be deemed to have delivered Irrigation Water to Excess Lands or Ineligible Lands within the meaning of this Contract if such lands are irrigated with groundwater that reaches the underground strata as an unavoidable result of the delivery of Irrigation Water by the Contractor to Eligible Lands.

RULES AND REGULATIONS

14. The parties agree that the delivery of Irrigation Water 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.

WATER AND AIR POLLUTION CONTROL

15. The Contractor, in carrying out this Contract, shall comply 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.

QUALITY OF WATER

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

(b) The O&M 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 Contractor shall be responsible for compliance with all State and Federal water quality standards applicable to surface and subsurface agricultural drainage discharges generated through the use of Federal or Contractor facilities or Project Water provided by the Contractor within the Contractor's Service Area.

(c) The Contracting Officer shall notify the Contractor in writing when drainage service becomes available. Thereafter, the Contracting Officer shall provide drainage service to the

Contractor at rates established pursuant to the then-existing ratesetting policy for Irrigation Water;
Provided, That such ratesetting policy shall be amended, modified, or superseded only through the
process described in subdivision (a) of Article 7 of this Contract.

WATER ACQUIRED BY THE CONTRACTOR
OTHER THAN FROM THE UNITED STATES

17. (a) Water or water rights now owned or hereafter acquired by the Contractor other
than from the United States and Irrigation Water furnished pursuant to the terms of this Contract may
be simultaneously transported through the same distribution facilities of the Contractor subject to the
following: (i) if the facilities utilized for commingling Irrigation Water and non-Project water were
constructed without funds made available pursuant to Federal Reclamation law, the provisions of
Federal Reclamation law will be applicable only to the Landholders of lands which receive Irrigation
Water; (ii) the eligibility of land to receive Irrigation Water must be established through the
certification requirements as specified in the Acreage Limitation Rules and Regulations (43 CFR Part
426); (iii) the water requirements of Eligible Lands within the Contractor's Service Area can be
established and the quantity of Irrigation Water to be utilized is less than or equal to the quantity
necessary to irrigate such Eligible Lands; and (iv) if the facilities utilized for commingling Irrigation
Water and non-Project water are/were constructed with funds made available pursuant to Federal
Reclamation law, the non-Project water will be subject to the acreage limitation provisions of Federal
Reclamation law, unless the Contractor pays to the United States the incremental fee described in 43
CFR 426.15. In determining the incremental fee, the Contracting Officer will calculate annually the
cost to the Federal Government, including interest, of storing or delivering non-Project water, which

for purposes of this Contract shall be determined as follows: The quotient shall be the unpaid distribution system costs divided by the total irrigable acreage within the Contractor's Service Area. The incremental fee per acre is the mathematical result of such quotient times the interest rate determined using Section 202 (3) of the Act of October 12, 1982 (96 Stat. 1263). Such incremental fee will be charged to each acre of excess or full cost land within the Contractor's Service Area that receives non-Project water through Federally financed or constructed facilities. The incremental fee calculation methodology will continue during the term of this Contract absent the promulgation of a contrary Reclamation-wide rule, regulation, or policy adopted after the Contractor has been afforded the opportunity to review and comment on the proposed rule, regulation, or policy. If such rule, regulation, or policy is adopted it shall supersede this provision.

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

(1) The Contractor may introduce non-Project water into Project facilities and deliver said water to lands within the Contractor's Service Area, including Ineligible Lands, subject to payment to the United States and/or to any applicable Operating Non-Federal Entity of an appropriate rate as determined by the applicable Project ratesetting policy, the RRA, and the Project use power policy, if such Project use power policy is applicable, each as amended, modified, or superseded from time to time.

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

(3) Neither the United States nor the Operating Non-Federal Entity(ies) shall be responsible for control, care or distribution of the non-Project water before it is introduced into or after it is delivered from the Project facilities. The Contractor hereby releases and agrees to defend and indemnify the United States and the Operating Non-Federal Entity(ies), and their respective officers, agents, and employees, from any claim for damage to persons or property, direct or indirect, resulting from the act(s) of the Contractor, its officers, employees, agents, or assigns, in (i) extracting or diverting non-Project water from any source, or (ii) diverting such non-Project water into Project facilities.

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

(5) After Project purposes are met, as determined by the Contracting Officer, the United States and Project Contractors entitled to Project Water from Delta Division Facilities shall share priority to utilize the remaining capacity of the facilities declared to be available by the Contracting Officer for conveyance and transportation of non-Project water prior to any such remaining capacity being made available to non-Project contractors. Other Project Contractors shall

have a second priority to any remaining capacity of facilities declared to be available by the Contracting Officer for conveyance and transportation of non-Project water prior to any such remaining capacity being made available to non-Project contractors.

OPINIONS AND DETERMINATIONS

18. (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 this subdivision (a) of this Article 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.

(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.

COORDINATION AND COOPERATION

19. (a) In order to further their mutual goals and objectives, the Contracting Officer and the Contractor shall communicate, coordinate, and cooperate with each other, and with other

826 affected Project Contractors, in order to improve the operation and management of the Project. The
827 communication, coordination, and cooperation regarding operations and management shall include,
828 but not be limited to, any action which will or may materially affect the quantity or quality of Project
829 Water supply, the allocation of Project Water supply, and Project financial matters including, but not
830 limited to, budget issues. The communication, coordination, and cooperation provided for hereunder
831 shall extend to all provisions of this Contract. Each party shall retain exclusive decision making
832 authority for all actions, opinions, and determinations to be made by the respective party.

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

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

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

845 (2) The Secretary will, as appropriate, pursue program and project
846 implementation and authorization in coordination with Project Contractors to improve the water

847 supply, water quality, and reliability of the Project for all Project purposes.

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

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

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

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

860 CHARGES FOR DELINQUENT PAYMENTS

861 20. (a) The Contractor shall be subject to interest, administrative and penalty charges
862 on delinquent installments or payments. When a payment is not received by the due date, the
863 Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date.
864 When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to
865 cover additional costs of billing and processing the delinquent payment. When a payment is
866 delinquent 90 days or more, the Contractor shall pay an additional penalty charge of six percent per
867 year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay
868 any fees incurred for debt collection services associated with a delinquent payment.

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

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

877 EQUAL OPPORTUNITY

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

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

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

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

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

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

905 (f) In the event of the Contractor's noncompliance with the nondiscrimination
906 clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be
907 canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible
908 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.

(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: Provided, however, 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.

GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

22. (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 may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligations to the Contractor.

(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.

(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.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

23. (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.

(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, 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

944 agrees to immediately take any measures necessary to implement this obligation, including permitting
945 officials of the United States to inspect premises, programs, and documents.

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

953 PRIVACY ACT COMPLIANCE

954 24. (a) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (the
955 Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et seq.) in
956 maintaining Landholder acreage certification and reporting records, required to be submitted to the
957 Contractor for compliance with Sections 206 and 228 of the Reclamation Reform Act of 1982 (96
958 Stat. 1266), and pursuant to 43 CFR 426.18.

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

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

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

972 (e) The Contractor shall forward promptly to the System Manager each proposed
973 denial of access under 43 CFR 2.64; and each request for amendment of records filed under 43 CFR
974 2.71; notify the requester accordingly of such referral; and provide the System Manager with
975 information and records necessary to prepare an appropriate response to the requester. These
976 requirements do not apply to individuals seeking access to their own certification and reporting forms
977 filed with the Contractor pursuant to 43 CFR 426.18, unless the requester elects to cite the Privacy
978 Act as a basis for the request.
979

980 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

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

989 WATER CONSERVATION

990 26. (a) Prior to the delivery of water provided from or conveyed through Federally
991 constructed or Federally financed facilities pursuant to this Contract, the Contractor shall be
992 implementing an effective water conservation and efficiency program based on the Contractor's water
993 conservation plan that has been determined by the Contracting Officer to meet the conservation and
994 efficiency criteria for evaluating water conservation plans established under Federal law. The water
995 conservation and efficiency program shall contain definite water conservation objectives, appropriate
996 economically feasible water conservation measures, and time schedules for meeting those objectives.
997 Continued Project Water delivery pursuant to this Contract shall be contingent upon the Contractor's
998 continued implementation of such water conservation program. In the event the Contractor's water
999 conservation plan or any revised water conservation plan completed pursuant to subdivision (d) of
1000 this Article 26 have not yet been determined by the Contracting Officer to meet such criteria, due to

1001 circumstances which the Contracting Officer determines are beyond the control of the Contractor,
1002 water deliveries shall be made under this Contract so long as the Contractor diligently works with the
1003 Contracting Officer to obtain such determination at the earliest practicable date, and thereafter the
1004 Contractor immediately begins implementing its water conservation and efficiency program in
1005 accordance with the time schedules therein.

1006 (b) Should the amount of M&I Water delivered pursuant to subdivision (a) of
1007 Article 3 of this Contract equal or exceed 2,000 acre-feet per Year, the Contractor shall implement the
1008 Best Management Practices identified by the time frames issued by the California Urban Water
1009 Conservation Council for such M&I Water unless any such practice is determined by the Contracting
1010 Officer to be inappropriate for the Contractor.

1011 (c) The Contractor shall submit to the Contracting Officer a report on the status of
1012 its implementation of the water conservation plan on the reporting dates specified in the then-existing
1013 conservation and efficiency criteria established under Federal law.

1014 (d) At five-year intervals, the Contractor shall revise its water conservation plan to
1015 reflect the then-current conservation and efficiency criteria for evaluating water conservation plans
1016 established under Federal law and submit such revised water management plan to the Contracting
1017 Officer for review and evaluation. The Contracting Officer will then determine if the water
1018 conservation plan meets Reclamation's then-current conservation and efficiency criteria for
1019 evaluating water conservation plans established under Federal law.

1020 (e) If the Contractor is engaged in direct groundwater recharge, such activity shall
1021 be described in the Contractor's water conservation plan.

1022 EXISTING OR ACQUIRED WATER OR WATER RIGHTS

1023 27. Except as specifically provided in Article 17 of this Contract, the provisions of this
1024 Contract shall not be applicable to or affect non-Project water or water rights now owned or hereafter
1025 acquired by the Contractor or any user of such water within the Contractor's Service Area. Any such
1026 water shall not be considered Project Water under this Contract. In addition, this Contract shall not
1027 be construed as limiting or curtailing any rights which the Contractor or any water user within the
1028 Contractor's Service Area acquires or has available under any other contract pursuant to Federal
1029 Reclamation law.

1030 OPERATION AND MAINTENANCE BY
1031 SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

1032 28. (a) The O&M of a portion of the Project facilities which serve the Contractor, and
1033 responsibility for funding a portion of the costs of such O&M, have been transferred to the San Luis
1034 & Delta-Mendota Water Authority, an Operating Non-Federal Entity by separate agreement (8-07-20-
1035 X0354) between the United States and Operating Non-Federal Entity San Luis & Delta-Mendota
1036 Water Authority. That separate agreement shall not interfere with or affect the rights or obligations of
1037 the Contractor or the United States hereunder.

1038 (b) The Contracting Officer has previously notified the Contractor in writing that
1039 the O&M of a portion of the Project facilities which serve the Contractor has been transferred to
1040 Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority, and therefore, the
1041 Contractor shall pay directly to Operating Non-Federal Entity San Luis & Delta-Mendota Water
1042 Authority, or to any successor approved by the Contracting Officer under the terms and conditions of
1043 the separate agreement between the United States and Operating Non-Federal Entity San Luis &

1044 Delta-Mendota Water Authority, described in subdivision (a) of this Article, all rates, charges, or
1045 assessments of any kind, including any assessment for reserve funds, which Operating Non-Federal
1046 Entity San Luis & Delta-Mendota Water Authority, or such successor determines, sets, or establishes
1047 for the O&M of the portion of the Project facilities operated and maintained by Operating Non-
1048 Federal Entity San Luis & Delta-Mendota Water Authority, or such successor. Such direct payments
1049 to Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority, or such successor shall
1050 not relieve the Contractor of its obligation to pay directly to the United States the Contractor's share
1051 of the Project Rates and Charges except to the extent the Operating Non-Federal Entity collects
1052 payments on behalf of the United States in accordance with subdivision (a) of this Article.

1053 (c) For so long as the O&M of any portion of the Project facilities serving the
1054 Contractor is performed by Operating Non-Federal Entity San Luis & Delta-Mendota Water
1055 Authority, or any successor thereto, the Contracting Officer shall adjust those components of the
1056 Rates for Water Delivered under this Contract representing the cost associated with the activity being
1057 performed by Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority, or its
1058 successor.

1059 (d) In the event the O&M of the Project facilities operated and maintained by
1060 Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority is re-assumed by the
1061 United States during the term of this Contract, the Contracting Officer shall so notify the Contractor,
1062 in writing, and present to the Contractor a revised Exhibit "B" which shall include the portion of the
1063 Rates to be paid by the Contractor for Project Water under this Contract representing the O&M costs
1064 of the portion of such Project facilities which have been re-assumed. The Contractor shall, thereafter,

1065 in the absence of written notification from the Contracting Officer to the contrary, pay the Rates and
1066 Charges specified in the revised Exhibit "B" directly to the United States in compliance with Article 7
1067 of this Contract.

1068 OPERATION AND MAINTENANCE BY
1069 CALIFORNIA DEPARTMENT OF WATER RESOURCES

1070 28.1 (a) The O&M of a portion of the Project facilities which serve the Contractor, and
1071 responsibility for funding a portion of the costs of such O&M, have been transferred to the California
1072 Department of Water Resources, an Operating Non-Federal Entity by a separate agreement (14-06-
1073 200-9755) between the United States and Operating Non-Federal Entity California Department of
1074 Water Resources. This separate agreement shall not interfere with or affect the rights or obligations
1075 of the Contractor or the United States hereunder.

1076 (b) The Contracting Officer has previously notified the Contractor in writing that
1077 the O&M of a portion of the Project facilities which serve the Contractor has been transferred to
1078 Operating Non-Federal Entity California Department of Water Resources, and the Contractor shall
1079 pay directly to Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority, or to any
1080 successor approved by the Contracting Officer under the terms and conditions of the separate
1081 agreement between the United States and Operating Non-Federal Entity San Luis & Delta-Mendota
1082 Water Authority, described in subdivision (a) of Article 28 of this Contract, all rates, charges, or
1083 assessments of any kind, including any assessment for reserve funds, which Operating Non-Federal
1084 Entity California Department of Water Resources, or such successor determines, sets, or establishes
1085 for the O&M of the portion of the Project facilities operated and maintained by Operating Non-
1086 Federal Entity California Department of Water Resources, or such successor. Such direct payments

1087 to Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority, or such successor shall
1088 not relieve the Contractor of its obligation to pay directly to the United States the Contractor's share
1089 of the Project Rates and Charges except to the extent the Operating Non-Federal Entity collects
1090 payments on behalf of the United States in accordance with the separate agreement identified in
1091 subdivision (a) of Article 28 of this Contract.

1092 (c) For so long as the O&M of any portion of the Project facilities serving the
1093 Contractor is performed by Operating Non-Federal Entity California Department of Water Resources,
1094 or any successor thereto, the Contracting Officer shall adjust those components of the Rates for Water
1095 Delivered under this Contract representing the cost associated with the activity being performed by
1096 Operating Non-Federal Entity California Department of Water Resources, or its successor.

1097 (d) In the event the O&M of the Project facilities operated and maintained by
1098 Operating Non-Federal Entity California Department of Water Resources is re-assumed by the United
1099 States during the term of this Contract, the Contracting Officer shall so notify the Contractor, in
1100 writing, and present to the Contractor a revised Exhibit "B" which shall include the portion of the
1101 Rates and Charges, to be paid by the Contractor for Project Water under this Contract representing the
1102 O&M costs of the portion of such Project facilities which have been re-assumed. The Contractor
1103 shall, thereafter, in the absence of written notification from the Contracting Officer to the contrary,
1104 pay the Rates and Charges specified in the revised Exhibit "B" directly to the United States in
1105 compliance with Article 7 of this Contract.

1106 OPERATION AND MAINTENANCE BY THE CONTRACTOR

1107 28.2 (a) (Include only in WWD Interim)

1108 PUMPING PLANTS, POWER FOR PUMPING PLANTS, AND TRANSFER OF

1109 OPERATION AND MAINTENANCE TO THE CONTRACTOR

1110 28.3. (a) The United States shall furnish and install pumping plants and furnish the
1111 amount of Project power the Contracting Officer determines is necessary to deliver Project Water to
1112 the Contractor from the Delta-Mendota, San Luis, and Coalinga Canals, including the Pleasant Valley
1113 Pumping Plant, at the point(s) of delivery identified pursuant to subdivision (a) of Article 5 of this
1114 Contract at heads and elevations sufficient to irrigate by gravity the areas within the Contractor's
1115 Service Area below 700 feet mean sea level elevation.

1116 (b) With advance approval of the Contracting Officer, the Contractor may, at its
1117 own expense, furnish and install pumping facilities, and related electrical equipment, to enable it to
1118 divert and deliver Project Water from the Delta-Mendota, San Luis, and Coalinga Canals and the
1119 Pleasant Valley Pumping Plant before the United States furnishes and installs all the pumping plants
1120 referred to in subdivision (a) of this Article. The United States shall furnish the amount of Project
1121 power needed to operate such pumping facilities; Provided, That the Contractor maintains an
1122 agreement with an entity to convey such power to such facilities, and the Contractor agrees to pay any
1123 and all charges assessed by that entity for such service.

1124 (c) The furnishing of power by the United States shall be in conformance with
1125 operating criteria, rules, and regulations, including the project use power policy, established by the
1126 Contracting Officer; Provided, That any such operating criteria, rules, and regulations, including the
1127 project use power policy, established by the Contracting Officer shall not excuse the United States
1128 from its obligation under subdivision (a) of this Article. Such operating criteria, rules, and
1129 regulations shall be developed in cooperation with the Contractor and shall be based on acceptable

1130 irrigation management practices and the power generation capacity available to the United States for
1131 the furnishing of Project Water to the Contractor.

1132 (d) The Contractor hereby agrees to operate and maintain, at its own expense, all
1133 of the pumping facilities described in subdivisions (a) and (b) of this Article in such a manner that
1134 they remain in good and efficient condition; Provided, That the United States shall finance the costs
1135 of all major replacements that the Contracting Officer determines are needed.

1136 (e) The Contracting Officer or his representative shall at all times have access to
1137 and may inspect and investigate the pumping facilities for the purpose of ascertaining if they are
1138 being kept in safe and proper operating condition.

1139 (f) No change in any of the pumping facilities, which in the opinion of the
1140 Contracting Officer is substantial, shall be made by the Contractor without first obtaining the written
1141 consent of the Contracting Officer. The Contractor shall promptly make any and all repairs and
1142 replacements to the pumping facilities which in the opinion of the Contracting Officer are necessary.
1143 In the event the Contractor neglects or fails to make such repairs and replacements or in the event of
1144 operation by the United States of the pumping facilities pursuant to subdivision (g) of this Article, the
1145 United States may cause the repairs and replacements to be made and the cost thereof, as determined
1146 by the Contracting Officer, shall be paid by the Contractor to the United States upon notice of the
1147 payment due but not later than April 1 of the year following that during which such work was
1148 completed.

1149 (g) In the event the Contracting Officer determines that the Contractor has not
1150 properly cared for, operated, and maintained said pumping facilities or has failed to comply with any

of the provisions of this Article, then at the election of the Contracting Officer the United States may take over from the Contractor the care and O&M of the pumping facilities by giving written notice to the Contractor of such election and the effective date thereof. Thereafter, during the period of operation by the United States, the Contractor shall pay to the United States in advance of the use of such pumping facilities the Contractor's share of the cost of O&M thereof and replacements therefore, as fixed in notices from the Contracting Officer. In the event such advances are inadequate to properly care for, operate, and maintain the pumping facilities to the end of any year, the Contracting Officer may give written notice of a supplemental O&M charge and the Contractor shall pay such amount on or before the date specified in said notice. Any amount of such advances remaining unexpended or unobligated, at the option of the Contractor, either shall be refunded or credited upon amounts to become due to the United States from the Contractor under the provisions of this Contract in subsequent years. The pumping facilities so taken back by the United States may be returned to the Contractor upon the furnishing to the Contractor of a written 90-day notice of intention to retransfer.

(h) The Contractor shall hold the United States, its officers, and employees harmless from every and all claim for damages to persons or property arising out of or connected with the Contractor's O&M of the pumping facilities referred to in this Article; Provided, That nothing contained herein shall be construed as an assumption of liability by the Contractor to parties other than the United States with respect to such matters.

(i) During the time the pumping facilities are operated and maintained by the Contractor, in addition to all other payments to be made by the Contractor under this ~~Interim Renewal~~

Contract, the Contractor shall pay to the United States pursuant to Article 25 hereof, costs incurred by the United States for work associated with the pumping facilities under this ~~Interim Renewal~~ Contract normally charged by the United States to water users and properly and equitably chargeable to the Contractor.

(j) The Contracting Officer may make review of any part or all of the pumping facilities being operated by the Contractor pursuant to this Article to assist the Contractor in assessing the condition of facilities and the adequacy of the maintenance program(s). The Contracting Officer shall prepare reports based on the examinations, inspections or audits, and furnish copies of such reports and any recommendations to the Contractor. The Contractor shall reimburse the actual cost incurred by the United States in making O&M examinations, inspections, and audits, and preparing associated reports and recommendations.

(k) If deemed necessary by the Contracting Officer or requested by the Contractor, special inspections of the pumping facilities being operated by the Contractor and of the Contractor's books and records may be made to ascertain the extent of any O&M deficiencies, to determine the remedial measures required for their correction, and to assist the Contractor in solving specific problems. Any special inspection or audit shall, except in a case of emergency, be made after written notice to the Contractor and the actual cost thereof shall be paid by the Contractor to the United States.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

29. 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.

1196
1197

BOOKS, RECORDS, AND REPORTS

1198 30. (a) The Contractor shall establish and maintain accounts and other books and
1199 records pertaining to administration of the terms and conditions of this Contract including: the
1200 Contractor's financial transactions, water supply data, and Project land and right-of-way agreements;
1201 the water users' land-use (crop census), land ownership, land-leasing and water use data; and other
1202 matters that the Contracting Officer may require. Reports thereon shall be furnished to the
1203 Contracting Officer in such form and on such date or dates as the Contracting Officer may require.
1204 Subject to applicable Federal laws and regulations, each party to this Contract shall have the right
1205 during office hours to examine and make copies of the other party's books and records relating to
1206 matters covered by this Contract.

1207 (b) Notwithstanding the provisions of subdivision (a) of this Article, no books,
1208 records, or other information shall be requested from the Contractor by the Contracting Officer unless
1209 such books, records, or information are reasonably related to the administration or performance of
1210 this Contract. Any such request shall allow the Contractor a reasonable period of time within which
1211 to provide the requested books, records, or information.

1212 (c) At such time as the Contractor provides information to the Contracting Officer
1213 pursuant to subdivision (a) of this Article, a copy of such information shall be provided to the
1214 Operating Non-Federal Entity (ies).

1215 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

1216 31. (a) The provisions of this Contract shall apply to and bind the successors and
1217 assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest
1218 therein shall be valid until approved in writing by the Contracting Officer.

1219 (b) The assignment of any right or interest in this Contract by either party shall not
1220 interfere with the rights or obligations of the other party to this Contract absent the written
1221 concurrence of said other party.

1222 (c) The Contracting Officer shall not unreasonably condition or withhold approval
1223 of any proposed assignment.

1224 SEVERABILITY

1225 32. In the event that a person or entity who is neither (i) a party to a Project contract, nor
1226 (ii) a person or entity that receives Project Water from a party to a Project contract, nor (iii) an
1227 association or other form of organization whose primary function is to represent parties to Project
1228 contracts, brings an action in a court of competent jurisdiction challenging the legality or
1229 enforceability of a provision included in this Contract and said person, entity, association, or
1230 organization obtains a final court decision holding that such provision is legally invalid or
1231 unenforceable and the Contractor has not intervened in that lawsuit in support of the plaintiff(s), the
1232 parties to this Contract shall use their best efforts to (i) within 30 days of the date of such final court
1233 decision identify by mutual agreement the provisions in this Contract which must be revised and (ii)
1234 within three months thereafter promptly agree on the appropriate revision(s). The time periods
1235 specified above may be extended by mutual agreement of the parties. Pending the completion of the
1236 actions designated above, to the extent it can do so without violating any applicable provisions of
1237 law, the United States shall continue to make the quantities of Project Water specified in this Contract
1238 available to the Contractor pursuant to the provisions of this Contract which were not found to be
1239 legally invalid or unenforceable in the final court decision.

1240 RESOLUTION OF DISPUTES

1241 33. Should any dispute arise concerning any provisions of this Contract, or the parties'
1242 rights and obligations thereunder, the parties shall meet and confer in an attempt to resolve the

1243 dispute. Prior to the Contractor commencing any legal action, or the Contracting Officer referring
1244 any matter to the Department of Justice, the party shall provide to the other party 30 days' written
1245 notice of the intent to take such action; Provided, That such notice shall not be required where a delay
1246 in commencing an action would prejudice the interests of the party that intends to file suit. During
1247 the 30-day notice period, the Contractor and the Contracting Officer shall meet and confer in an
1248 attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or
1249 abridge any right or remedy that the Contractor or the United States may have.

1250 OFFICIALS NOT TO BENEFIT

1251 34. No Member of or Delegate to Congress, Resident Commissioner, or official of the
1252 Contractor shall benefit from this Contract other than as a water user or landowner in the same
1253 manner as other water users or landowners.

1254 CHANGES IN CONTRACTOR'S SERVICE AREA

1255 35. (a) While this Contract is in effect, no change may be made in the Contractor's
1256 Service Area, by inclusion or exclusion of lands, dissolution, consolidation, merger, or otherwise,
1257 except upon the Contracting Officer's written consent.

1258 (b) Within 30 days of receipt of a request for such a change, the Contracting
1259 Officer will notify the Contractor of any additional information required by the Contracting Officer
1260 for processing said request, and both parties will meet to establish a mutually agreeable schedule for
1261 timely completion of the process. Such process will analyze whether the proposed change is likely to:
1262 (i) result in the use of Project Water contrary to the terms of this Contract; (ii) impair the ability of the
1263 Contractor to pay for Project Water furnished under this Contract or to pay for any Federally-
1264 constructed facilities for which the Contractor is responsible; and (iii) have an impact on any Project
1265 Water rights applications, permits, or licenses. In addition, the Contracting Officer shall comply with

1266 the NEPA and the ESA. The Contractor will be responsible for all costs incurred by the Contracting
1267 Officer in this process, and such costs will be paid in accordance with Article 25 of this Contract.

1268 FEDERAL LAWS

1269 36. By entering into this Contract, the Contractor does not waive its rights to contest the
1270 validity or application in connection with the performance of the terms and conditions of this
1271 Contract of any Federal law or regulation; Provided, That the Contractor agrees to comply with the
1272 terms and conditions of this Contract unless and until relief from application of such Federal law or
1273 regulation to the implementing provision of the Contract is granted by a court of competent
1274 jurisdiction.

1275
1276 NOTICES

1277 37. Any notice, demand, or request authorized or required by this Contract shall be
1278 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered
1279 to the Area Manager, South-Central California Area Office, 1243 N Street, Fresno, California 93721,
1280 and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of
1281 Directors of the _____. The designation of the addressee or the address may be
1282 changed by notice given in the same manner as provided in this Article for other notices.

IN WITNESS WHEREOF, the parties hereto have executed this INTERIM RENEWAL CONTRACT as of the day and year first above written.

THE UNITED STATES OF AMERICA

By: _____
Regional Director, Mid-Pacific Region
Bureau of Reclamation

(SEAL)

DISTRICT _____

By: _____
President of the Board of Directors

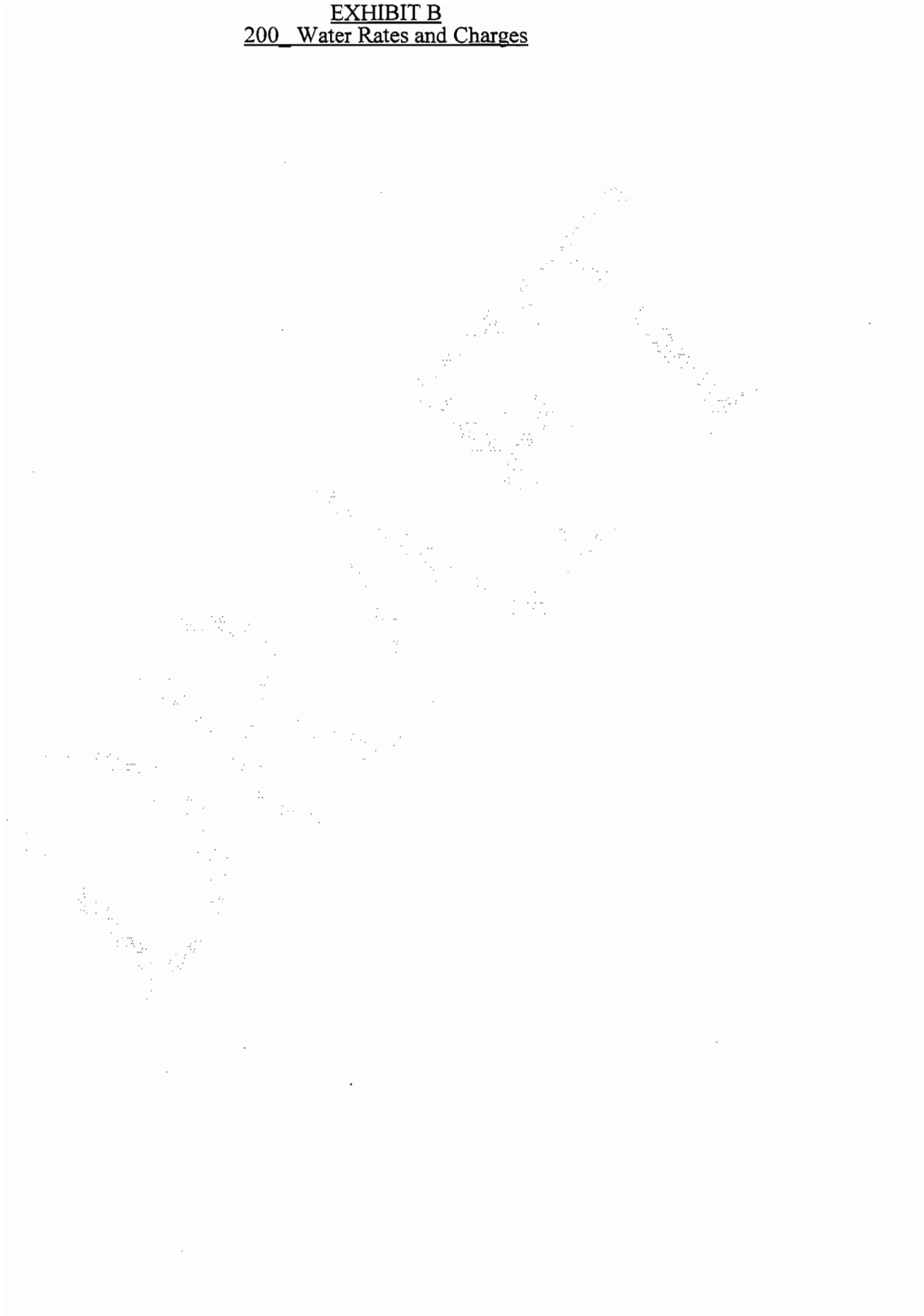
Attest:

By: _____
Secretary of the Board of Directors

EXHIBIT A
[Map or Description of Service Area]



EXHIBIT B
200 Water Rates and Charges



SAN LUIS UNIT

FINAL ENVIRONMENTAL ASSESSMENT

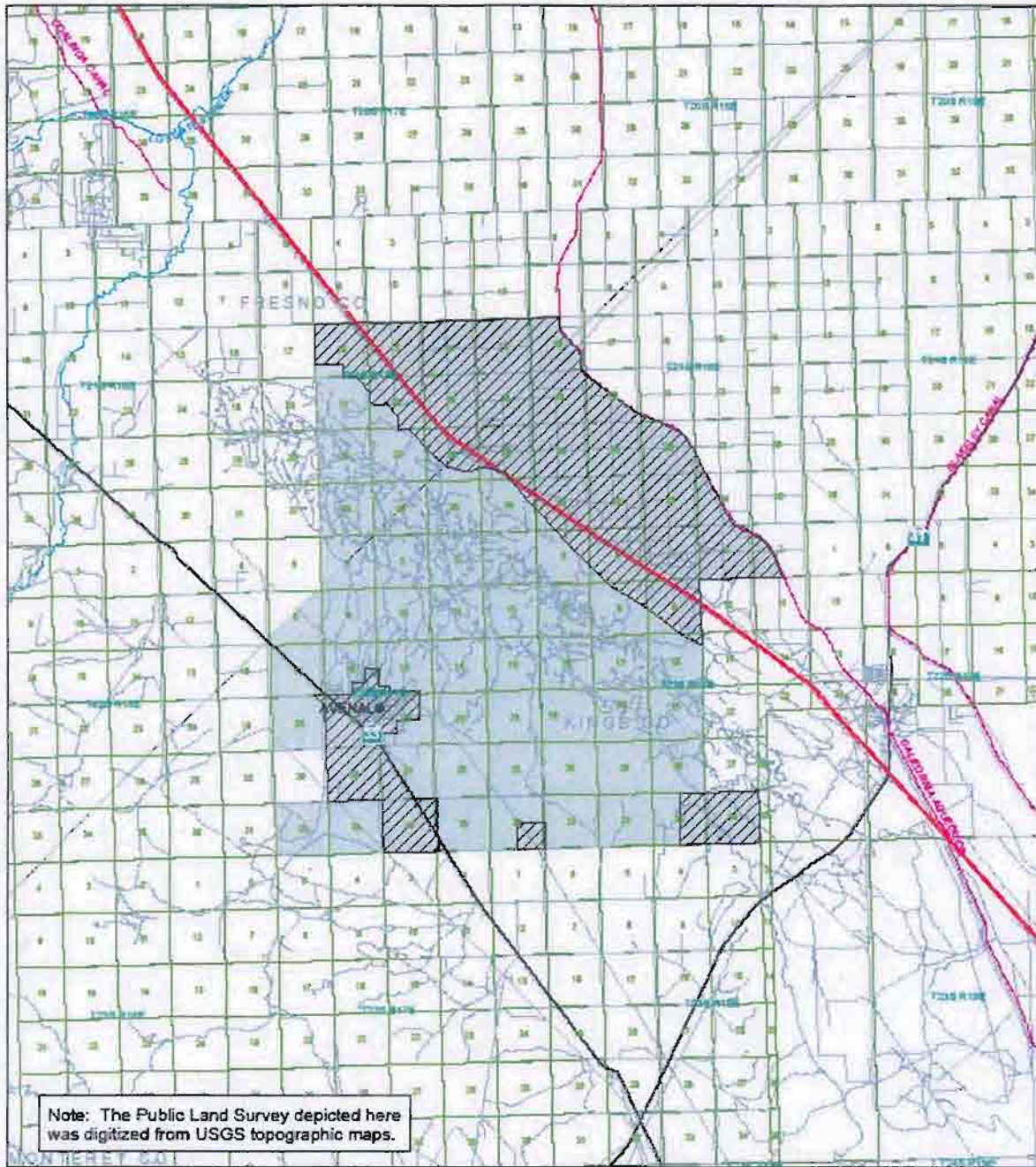
INTERIM CONTRACT RENEWAL



Appendix B

Maps of San Luis Unit Contractor's Service Area Boundaries

November 2007

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 District Boundary
 Contractor's Service Area

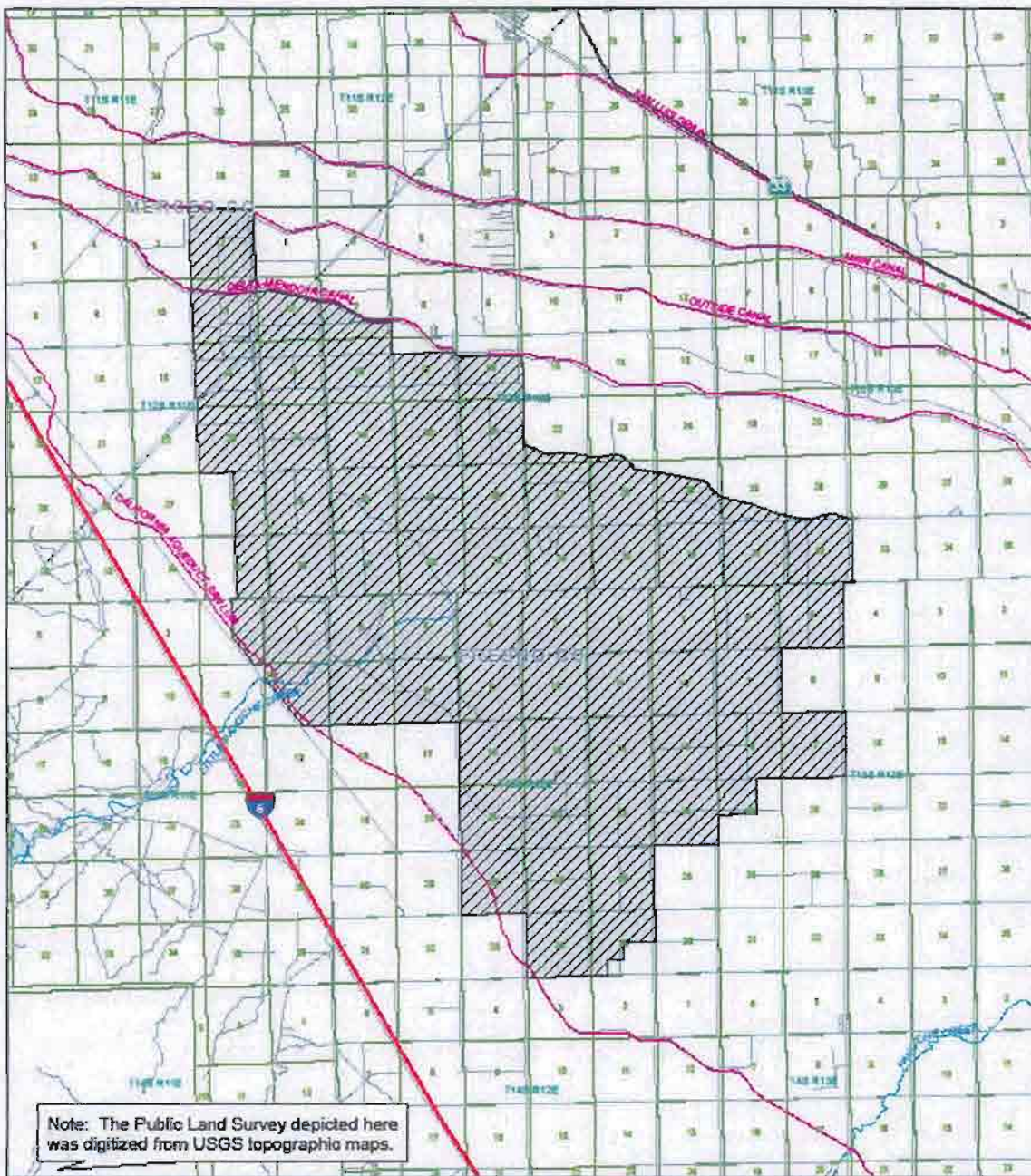
Date: October 15, 2004
 File Name: H:\GIS\contract\city_of_avenal\city_of_avenal.mxd

City of Avenal



Contract No. 14-06-200-4619A-LTR1
 Exhibit A



805-202-4



Note: The Public Land Survey depicted here was digitized from USGS topographic maps.

-  Contractor's Service Area
-  District Boundary

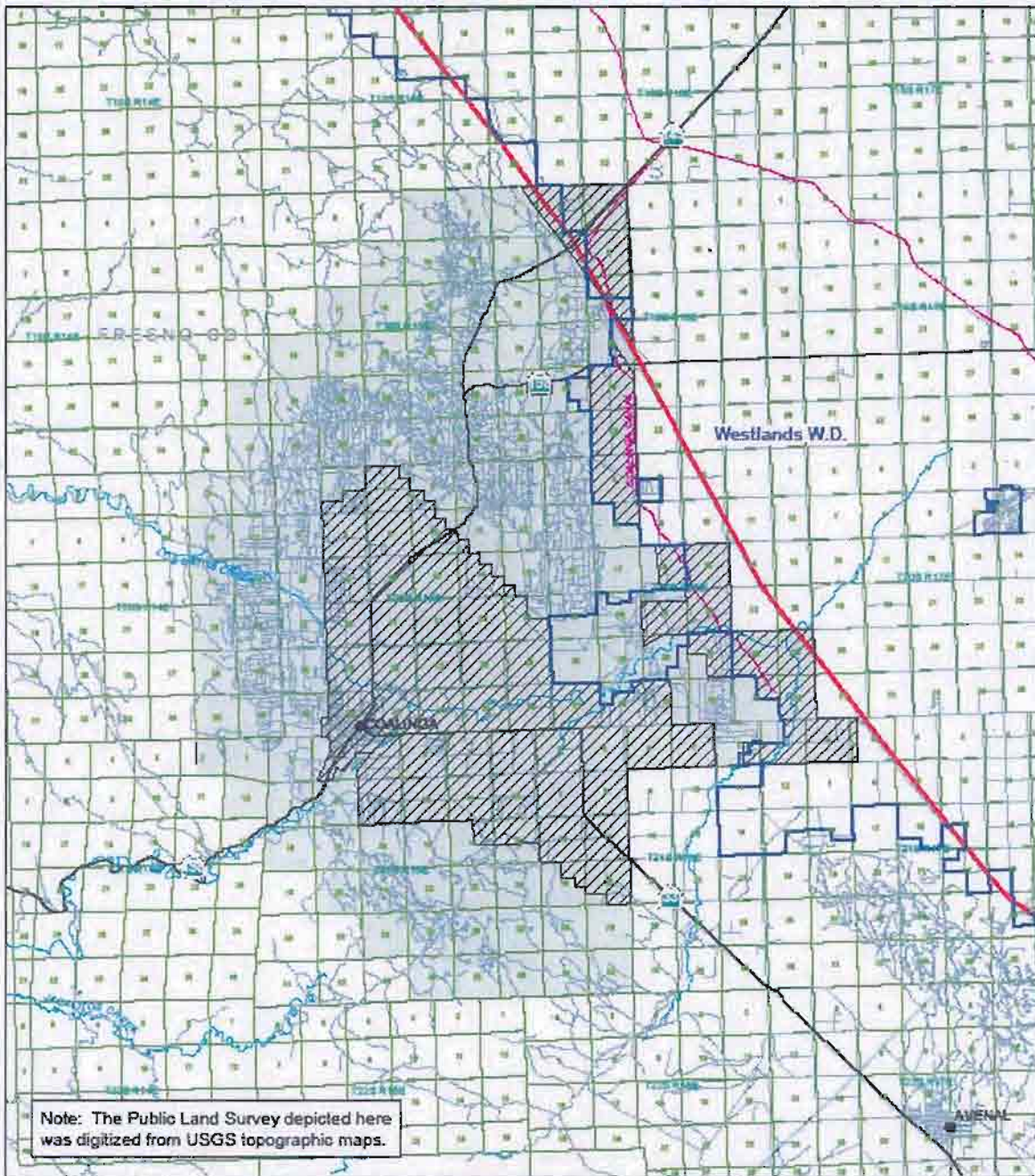
Panoche Water District




Contract No. 14-06-200-7864A-LTR1
Exhibit A

Date: October 15, 2014
File Name: W:\GIS\MapDocs\pwr\14-06-200-7864A-LTR1



805-202-2



-  District Boundary
-  Contractor's Service Area
-  Westlands Water District

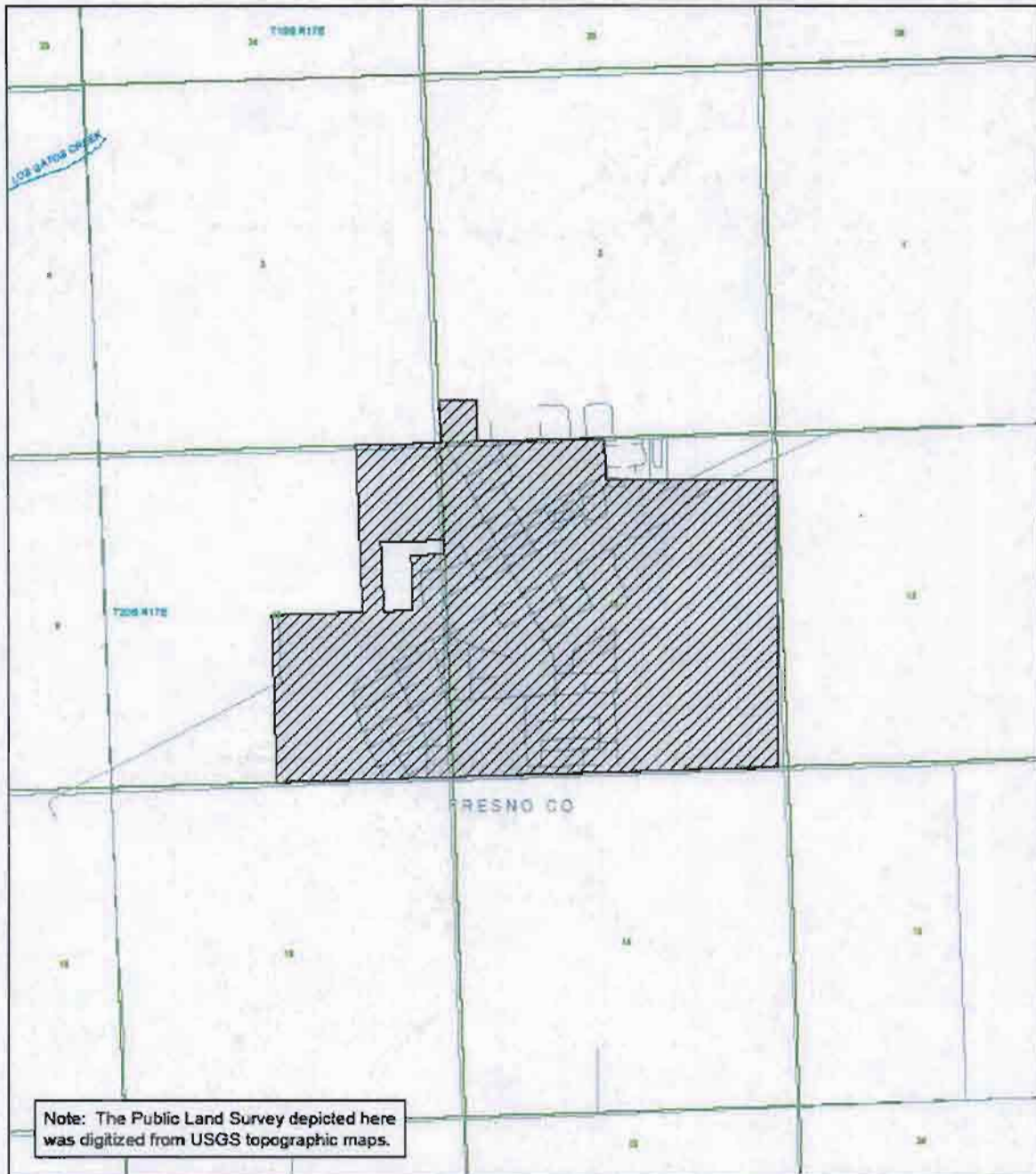
City of Coalinga

Contract No. 14-06-200-4173A-LTR1
Exhibit A





Case: December 16, 2004
File Name: N:\electronic\city_of_coalinga\city_of_coalinga.mxd

805-202-5



Note: The Public Land Survey depicted here was digitized from USGS topographic maps.

-  District Boundary
-  Contractor's Service Area

City of Huron

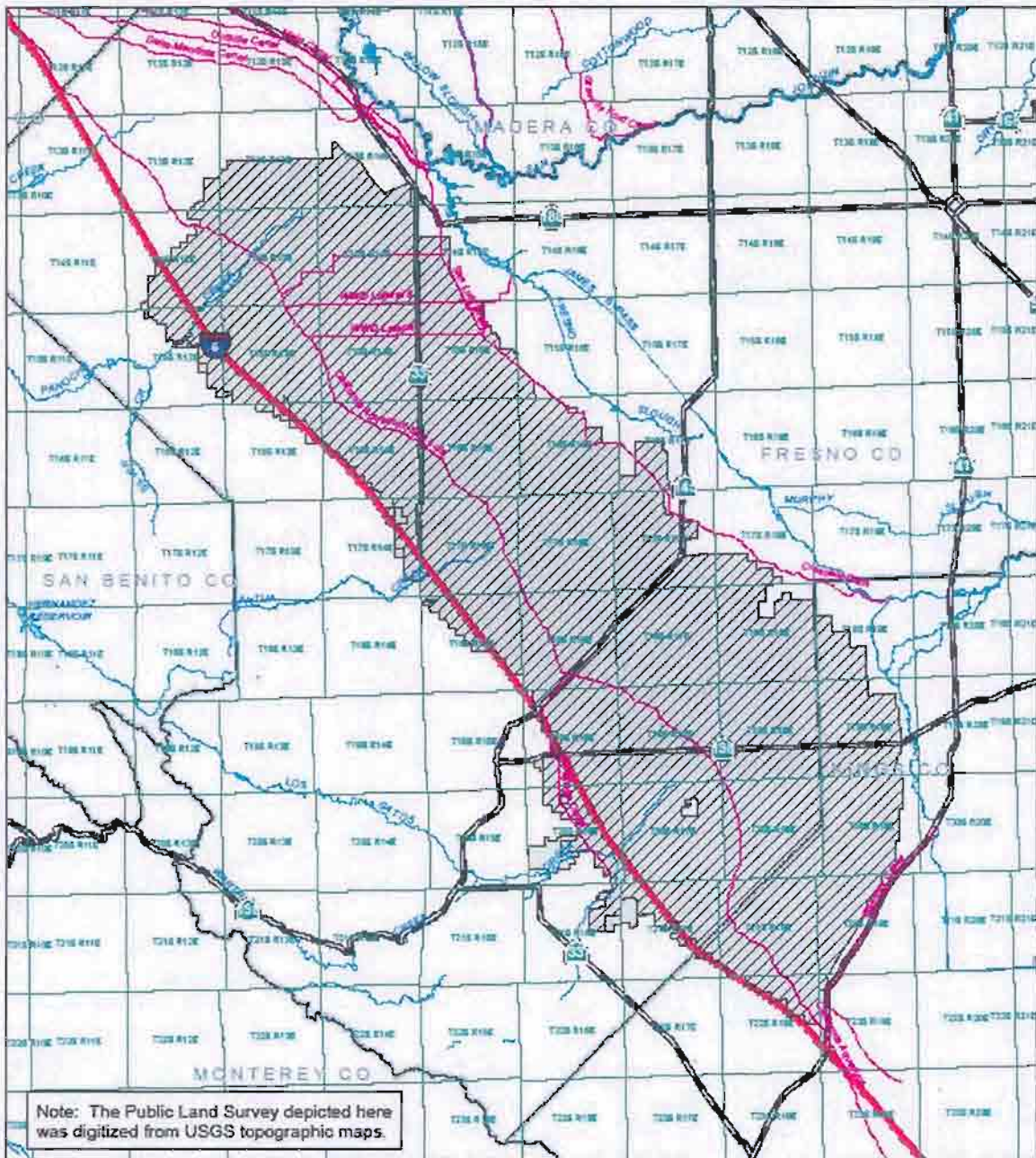
Contract No. 14-06-200-7081A-LTR1
Exhibit A

1 11 1 Mile



Order October 13, 2004
File Name: \\huron\cadd\city_of_huron\city_of_huron.mxd

805-202-0



Contractor's Service Area

District Boundary

Westlands Water District

Contract No. 14-06-200-495A-LTR1

Exhibit A

Date: October 18, 2004

File Name: \\c:\dist\contract\westlands\westlands.mxd

805-202-7

SAN LUIS UNIT

FINAL ENVIRONMENTAL ASSESSMENT

INTERIM CONTRACT RENEWAL

Appendix C
Threatened and Endangered Species List

November 2007

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**Federal Endangered and Threatened Species that Occur in
or may be Affected by Projects in the Counties and/or
U.S.G.S. 7 1/2 Minute Quads you requested**

Document Number: 070521020847

Database Last Updated: March 5, 2007

Quad Lists

Listed Species

Invertebrates

- Branchinecta longiantenna
 - longhorn fairy shrimp (E)
- Branchinecta lynchi
 - vernal pool fairy shrimp (T)
- Desmocerus californicus dimorphus
 - valley elderberry longhorn beetle (T)
- Lepidurus packardi
 - vernal pool tadpole shrimp (E)

Fish

- Hypomesus transpacificus
 - delta smelt (T)
- Oncorhynchus mykiss
 - Central Valley steelhead (T) (NMFS)

Amphibians

- Ambystoma californiense
 - California tiger salamander, central population (T)
 - Critical habitat, CA tiger salamander, central population (X)
- Rana aurora draytonii

- California red-legged frog (T)

Reptiles

- Gambelia (=Crotaphytus) sila
 - blunt-nosed leopard lizard (E)
- Thamnophis gigas
 - giant garter snake (T)

Birds

- Gymnogyps californianus
 - California condor (E)
- Haliaeetus leucocephalus
 - bald eagle (T)

Mammals

- Dipodomys ingens
 - giant kangaroo rat (E)
- Dipodomys nitratoides exilis
 - Critical habitat, Fresno kangaroo rat (X)
 - Fresno kangaroo rat (E)
- Dipodomys nitratoides nitratoides
 - Tipton kangaroo rat (E)
- Vulpes macrotis mutica
 - San Joaquin kit fox (E)

Plants

- Caulanthus californicus
 - California jewelflower (E)
- Cordylanthus palmatus

- palmate-bracted bird's-beak (E)
- *Monolopia congdonii* (=Lembertia congdonii)
 - San Joaquin woolly-threads (E)

Quads Containing Listed, Proposed or Candidate Species:

KETTLEMAN PLAIN (291A)

GARZA PEAK (291B)

STRATFORD (313A)

WESTHAVEN (313B)

KETTLEMAN CITY (313C)

HURON (314A)

GUIJARRAL HILLS (314B)

AVENAL (314C)

LA CIMA (314D)

COALINGA (315A)

ALCALDE HILLS (315B)

CURRY MOUNTAIN (315C)

KREYENHAGEN HILLS (315D)

BURREL (336B)

VANGUARD (336C)

FIVE POINTS (337A)

WESTSIDE (337B)

HARRIS RANCH (337C)

CALFLAX (337D)

TRES PECOS FARMS (338A)
LILLIS RANCH (338B)
DOMENGINE RANCH (338D)
SAN JOAQUIN (359C)
HELM (359D)
TRANQUILLITY (360A)
COIT RANCH (360B)
LEVIS (360C)
CANTUA CREEK (360D)
CHANEY RANCH (361A)
CHOUNET RANCH (361B)
TUMEY HILLS (361C)
MONOCLINE RIDGE (361D)
FIREBAUGH (381C)
DOS PALOS (382B)
HAMMONDS RANCH (382C)
BROADVIEW FARMS (382D)
CHARLESTON SCHOOL (383A)
ORTIGALITA PEAK NW (383B)
LAGUNA SECA RANCH (383D)
LOS BANOS VALLEY (384A)
VOLTA (403C)
LOS BANOS (403D)
SAN LUIS DAM (404D)

SAN LUIS UNIT

FINAL ENVIRONMENTAL ASSESSMENT

INTERIM CONTRACT RENEWAL

Appendix D
Water Needs Assessments

November 2007

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Division: West San Joaquin

Water Needs Assessment

Date: 7/28/00

Agricultural and M&I Water Supply

Headrun	Contractor's Water Supply Sources and Quantities (acre-feet)									
	Service Area Supply					Groundwater Supply				
	Subsurface Delivery	Local Lake	SWP	Local	Local Source	Water/Water/Water	Local	Private	Total	Total Supply
	2	2	4	5	6	7	8	9	10	11
1995	3,500	2,432	0	0	0	0	0	0	0	2,432
1997	3,500	2,432	0	0	0	0	0	0	0	2,432
2025	3,500	3,500	0	0	0	0	0	0	0	3,500

Maximum Production: 0

Contractor's Agricultural Water Demands

Headrun	Contractor's Agricultural Water Demands									
	Subsurface					Groundwater				
	Effective	Subsurface	Subsurface	Subsurface	Subsurface	Effective	Subsurface	Subsurface	Subsurface	Subsurface
	12	13	14	15	16	17	18	19	20	21
1995	15	15	15	15	15	15	15	15	15	15
1997	15	15	15	15	15	15	15	15	15	15
2025	15	15	15	15	15	15	15	15	15	15

Contractor's M&I Water Demands

Headrun	Contractor's M&I Water Demands									
	Domestic Water Demand					Industrial Water Demand				
	Population	Per Capita Demand	Total Demand	Domestic Demand	Industrial Demand	Population	Per Capita Demand	Total Demand	Domestic Demand	Industrial Demand
	22	23	24	25	26	27	28	29	30	31
1995	6,485	106.1	772	772	1,300	1,300	1,300	1,300	1,300	1,300
1997	6,485	106.1	772	772	1,300	1,300	1,300	1,300	1,300	1,300
2025	12,000	97.2	1,506	1,506	2,143	2,143	2,143	2,143	2,143	2,143

Note: Unaccounted beneficial use is added to distribution system loss; the total is shown under Distribution system loss.

* Represents Maximum Demand Annual
Water supply and demand table is for a normal hydrologic year. Crop Water Demand includes existing and future water for all irrigated acreage.
Water supply and demand table is for a normal hydrologic year. Crop Water Demand includes existing and future water for all irrigated acreage.
Water supply and demand table is for a normal hydrologic year. Crop Water Demand includes existing and future water for all irrigated acreage.

Division: West San Joaquin

Water Needs Assessment

Date: 7/28/00

Agricultural and M&I Water Supply

COALINGA, CITY OF

Timeframe	Contractor's Water Supply Sources and Quantities (acre-feet)									
	Reference Industry	M&I Loss beds/min	SWP	Local Source	Drift/Other Water/ Recharge	Desired	Yield	Recharge	Total Supply	
1986	10,000	4,321	0	0	0	0	0	0	4,321	
1998	10,000	3,995	0	0	0	0	0	0	3,995	
2025	10,000	10,000	0	0	0	0	0	0	10,000	

Maximum Production/Acre = 34,338

Timeframe	Contractor's Agricultural Water Demands									
	Desired	Efficient Irrigation	Excess Irrigation	Excess Irrigation	Excess Irrigation	Excess Irrigation	Excess Irrigation	Excess Irrigation	Excess Irrigation	Excess Irrigation
1986	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
1998	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
2025	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000

Contractor's M&I Water Demands

Timeframe	Contractor's M&I Water Demands									
	Population	Per Capita Demand	Per Capita Demand	Per Capita Demand	Per Capita Demand	Per Capita Demand	Per Capita Demand	Per Capita Demand	Per Capita Demand	Per Capita Demand
1986	14,900	257.3	108.7	278.6	257.3	257.3	257.3	257.3	257.3	257.3
1998	15,400	108.7	108.7	108.7	108.7	108.7	108.7	108.7	108.7	108.7
2025	27,000	278.6	278.6	278.6	278.6	278.6	278.6	278.6	278.6	278.6

Note: Unaccounted beneficial uses are added to distribution system losses and shown under Distribution system loss.

* Represents Maximum Contract Annual

Water supply and demand information is for a normal hydrologic year. Crop Water Requirements (CWR) and cultural water loss are irrigation efficiency.

Information from contractor's water management plan or data submitted for historical years. These references information for future years.

Quality control check: Information is either collected by staff, or from reference.

Division: West San Joaquin
 Agricultural and M&I Water Supply
 Water Needs Assessment
 Date: 7/26/00

City: HURON, CITY OF

Year	Contractor's Water Supply Sources and Quantities (acre-feet)									
	Surface Water	Ground Water	Local	Local	Local	Local	Local	Local	Local	Total Supply
1999	3,000	0	0	0	0	0	0	0	0	3,000
2025	3,000	0	0	0	0	0	0	0	0	3,000

Year	Contractor's Agricultural Water Demands									
	Grain	Hay	Forage	Other	Other	Other	Other	Other	Other	Total
1999	0	0	0	0	0	0	0	0	0	0
2025	0	0	0	0	0	0	0	0	0	0

Year	Contractor's M&I Water Demands									
	Per Capita	Industrial	Commercial	Other	Other	Other	Other	Other	Other	Total
1999	76.9	477	114	425	0	0	0	0	0	1,096
2025	76.0	1,090	710	280	970	0	0	0	0	3,040

Note: Unaccounted beneficial use is totaled with the distribution system loss. The total for both is shown under Distribution system loss.

* Sacramento Municipal Water Board
 Water supply and demand information is for a current hydrologic year. Even Water Board cannot include existing, new, and future water and irrigation efficiency.
☐ Information from contractor's water management plan or data submitted for the listed years. 1999 reference information for future years.
☐ Quality control check information is either extracted by M&I staff, or from reference.

Division: Delta

Water Needs Assessment

Method

SAN LUIS WD-DMC

Date: 7/28/00

Agricultural and M&I Water Supply

Contractor's Water Supply Sources and Quantities (acre-feet)

Transfers	Surface Water Supply				Groundwater Supply				Total Supply
	Water	Wells	Canals	Other	Water	Wells	Canals	Other	
1980	120,261	105,002	0	0	13,038	1,854	0	0	127,258
1988	125,080	70,408	0	0	4,458	2,894	0	0	81,973
2025	125,080	125,080	0	0	0	2,894	0	0	127,133

Maximum Production Acres: 50,463

Contractor's Agricultural Water Demands

Transfers	Irrigation				Livestock				Total Ag Demand
	Water	Wells	Canals	Other	Water	Wells	Canals	Other	
1980	126,994	75	3,289	13,385	158,807	129,389	44,754	44,817	160,048
1988	104,656	75	33,107	33,107	95,398	47,824	1,908	1,908	97,305
2025	112,883	85	13,060	13,060	117,450	43,500	2,700	2,700	119,353

Contractor's M&I Water Demands

Transfers	Domestic				Industrial				Total M&I Demand
	Water	Wells	Canals	Other	Water	Wells	Canals	Other	
1980	28	21	30	31	31	32	34	34	160,048
1988	0	0.0	700	0	0	0	0	0	87,305
2025	0	0.0	700	0	0	0	0	0	120,059

Note: Historic transfers out includes M&I deliveries. Drainage water of 3,785 for 1989 and 2,621 for 1988 not included.

* Represents Minimum Contract Amount

Water supply and demand information is for a normal hydrologic year. Crop Water Requirements include irrigation, and cultural water but not irrigation efficiency.

Information from contractor's water management plan or data submitted for historical year. 1988 reference information for future years.

Quality control sheet; information is either submitted by user staff, or from reference.

Division: West San Joaquin
 Agricultural and M&I Water Supply
 Water Needs Assessment
 Date: 7/28/00
 PANOCHÉ WD-DMC

Year	Contractor's Water Supply Sources and Quantities (acre-feet)									
	Surface Water Supply	Groundwater Supply	Inter-Agency	Inter-Agency	Inter-Agency	Inter-Agency	Inter-Agency	Inter-Agency	Inter-Agency	Inter-Agency
1989	91,887	0	0	0	0	0	0	0	0	91,887
2025	94,000	0	0	0	0	0	0	0	0	94,000

Contractor's Agricultural Water Demands									
Year	Crop Water		Livestock		Industrial		Municipal		Total
	Per Acre	Per Head	Per Acre	Per Head	Per Acre	Per Head	Per Acre	Per Head	
1989	80,707	75	6,555	10,876	98,868	89,341	36,561	36,100	106,772
2025	85,816	85	11,450	13,430	87,680	87,630	36,100	36,100	106,772

Contractor's M&I Water Demands									
Year	Population		Industrial		Municipal		Total		Total
	Per Acre	Per Head	Per Acre	Per Head	Per Acre	Per Head	Per Acre	Per Head	
1989	20	20	30	30	30	30	30	30	106,772
2025	20	20	30	30	30	30	30	30	106,772

Notes: In 1989 and 2025, USBR total supply includes 42 & 48 AF M&I these supplies are shown as transfers out to make this solely an assessment of ag water need.

* Represents Maximum Feasible Amount
 No water supply and demand information is for a normal hydrologic year. Crop Water Requirement includes irrigation, and cultural water and irrigation efficiency.
 Information from contractor's water management plan or data submitted for historical years. 1989 reference information for future years.
 Quality control check: information is either substantiated, not audit, or from reference.

Division: West San Joaquin

Water Needs Assessment

Date: 7/28/00

Agricultural and M&I Water Supply

WESTLANDS WD

Timeframe	Contractor's Water Supply Sources and Quantities (acre-feet)									
	Baseline Delivery	Baseline Total Demand/Max	SWP	Local Sources	Water/Acre Available	Water/Acre Required	Excess	Private	State	Local Supply
1989	1,082,509	1,130,463	0	0	32,865	5,420	0	175,000	0	1,332,938
2025	1,150,000	1,150,000	0	0	0	4,938	0	175,000	0	1,329,962

Maximum Productive Acres= 345,263

Contractor's Agricultural Water Demands

Timeframe	Contractor's Agricultural Water Demands									
	Baseline Effective Per Capita	Baseline Effective Per Capita	Baseline Effective Per Capita	Baseline Effective Per Capita	Baseline Effective Per Capita	Baseline Effective Per Capita	Baseline Effective Per Capita	Baseline Effective Per Capita	Baseline Effective Per Capita	Baseline Effective Per Capita
1989	1,150,449	75	66,248	155,765	1,446,833	1,401,883	515,000	519,216	2.81	1,447,252
2025	1,368,758	85	181,830	181,830	1,394,030	1,394,030	608,100	608,100	2.30	1,394,349

Contractor's M&I Water Demands

Timeframe	Contractor's M&I Water Demands									
	Baseline Per Capita Demand	Baseline Per Capita Demand	Baseline Per Capita Demand	Baseline Per Capita Demand	Baseline Per Capita Demand	Baseline Per Capita Demand	Baseline Per Capita Demand	Baseline Per Capita Demand	Baseline Per Capita Demand	Baseline Per Capita Demand
1989	28	28	30	31	32	33	34	35	36	37
2025	28	28	30	31	32	33	34	35	36	37

Notes: In order to limit this to an assessment of agricultural water needs, M&I water in the amount of 5,420 AF in 1989 and 4,938 AF in 2025 are shown as transfers out.

* Represents Maximum Contract Amount

Water supply and demand information is for a normal hydrologic year. Crop Water Requirement includes basing req. and cultural water but not irrigation efficiency.

Information from contractor's water management plan or data submitted for historical years. 1989 reference information for future years.

Quality control check; information is either calculated by H&M staff, or from reference.