

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

CONTRACT FOR TEMPORARY WATER SERVICE
BETWEEN THE UNITED STATES
AND

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

5 CONTRACT FOR TEMPORARY WATER SERVICE
6 BETWEEN THE UNITED STATES
7 AND
8 _____
9

10 THIS CONTRACT, made this _____ day of _____, 2010, pursuant to
11 the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto including
12 the Act of August 26, 1937 (50 Stat. 844), as amended; the Act of August 4, 1939 (53 Stat. 1187); the
13 Act of October 12, 1982, as amended; and the Act of October 30, 1992 (106 Stat. 4600), all collectively
14 hereinafter referred to as the Federal Reclamation law, between the UNITED STATES OF AMERICA,
15 hereinafter referred to as the United States, represented by the officer executing this Contract,
16 hereinafter referred to as the Contracting Officer, and _____,
17 hereinafter referred to as the Contractor;

18 WITNESSETH, That:

19 EXPLANATORY RECITALS

20 [1st] WHEREAS, the United States has constructed and is operating the Central Valley
21 Project, California (Project) for the purposes, among others, of furnishing water for irrigation,
22 municipal, domestic, mitigation, protection, and restoration of fish and wildlife, and other beneficial
23 uses; and

24 [2nd] WHEREAS, the United States has determined that during the term of this Contract there
25 may be periods of time during which a temporary supply of water not storable for Project purposes or
26 infrequent and otherwise unmanaged flood flows of short duration may exist which can be made
27 available to the Contractor; and

28 [3rd] WHEREAS, the Contractor may need such Temporary Water and is willing to contract to
29 obtain a supply of such water from the Friant-Kern Canal, Madera Canal or Millerton Lake, hereinafter
30 referred to as Friant Division Project facilities; and

31 [4th] WHEREAS, such Temporary Water used for irrigation is exempt from the ownership and
32 full cost limitations of Federal Reclamation law pursuant to Section 215 of the Reclamation Reform Act
33 of October 12, 1982 (Public Law 97-293);

34 NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained,
35 the parties mutually agree as follows:

36 DEFINITIONS

37 1. When used herein, unless otherwise distinctly expressed or manifestly incompatible with
38 the intent hereof, the term:

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

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

44 (c) "Contractor's Service Area" shall mean the area to which the Contractor is
45 permitted to provide Temporary Water under this Contract as described in Exhibit "A" attached
46 hereto, which may be modified from time to time in accordance with Article 23 of this Contract without
47 amendment of this Contract;

48 (d) "Irrigation Water" shall mean Temporary Water made available from the Project
49 that is used primarily in the production of agricultural crops or livestock, including domestic use
50 incidental thereto, and watering of livestock;

51 (e) “Municipal and Industrial” or “(M&I) Water” shall mean Temporary Water other
52 than Irrigation Water, made available to the Contractor. M&I Water shall include water used for human
53 use and purposes such as the watering of landscaping or pasture for animals (e.g., horses) which are kept
54 for personal enjoyment or water delivered to land holdings operated in units of less than five acres
55 unless the Contractor establishes to the satisfaction of the Contracting Officer that the use of water
56 delivered to any such landholding is a use described in subdivision (d) of this Article;

57 (f) “Operating Non-Federal Entity” or “ONFE” shall mean the appropriate Authority,
58 its successors or assigns, a non-Federal entity which has the obligation to operate and maintain all or a
59 portion of the Friant Division Project facilities pursuant to agreement no. 8-07-20-X0356) with the
60 United States and which may have funding obligations with respect thereto;

61 (g) “Project” shall mean the Central Valley Project owned by the United States and
62 managed by the Department of the Interior, Bureau of Reclamation;

63 (h) “Rates” shall mean the payments determined annually by the Contracting Officer
64 in accordance with the then-current applicable water ratesetting policies for the Project;

65 (i) “Secretary” shall mean the Secretary of the Interior, a duly appointed successor,
66 or an authorized representative acting pursuant to any authority of the Secretary and through any agency
67 of the United States Department of the Interior.

68 (j) “Temporary Water” shall mean a supply of water made possible as a result of an
69 unusually large water supply not otherwise storable for Project purposes, or infrequent and otherwise
70 unmanaged flood flows of short duration.

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TERM OF THE CONTRACT

2. This Contract shall become effective on the date hereinabove written and shall remain in effect through February 28, 2011. This Contract may not be extended and does not grant the Contractor any priority rights to a Project water supply under any water service contract.

WATER TO BE MADE AVAILABLE TO CONTRACTOR

3. The Contracting Officer shall announce to the Contractor both the quantity and the time period during which Temporary Water can be made available to the Contractor. Subject to the terms and conditions hereinafter stated, the United States shall make available to the Contractor for use within the Contractor's Service Area the quantity of Temporary Water stated in a delivery schedule, or any revision or revisions thereof, submitted by the Contractor to the Contracting Officer for approval and approved by the Contracting Officer during the term of this Contract. Temporary Water deliveries shall be terminated when the Contracting Officer determines that Temporary Water is no longer available. The announcement of availability and subsequent non-availability of Temporary Water may be made either orally or in writing on 24 hours (or less) notice.

OPERATION AND MAINTENANCE BY NON-FEDERAL ENTITY

4. (a) The operation and maintenance (O&M) of a portion of the Friant Division Project facilities which serve the Contractor, and responsibility for funding a portion of the costs of such O&M, have been transferred to the ONFE by separate agreement between the United States and the ONFE. That separate agreement shall not interfere with or affect the rights or obligations of the Contractor or the United States hereunder.

(b) The Contractor shall pay directly to the ONFE, or to any successor approved by the Contracting Officer under the terms and conditions of the separate agreement between the United States and the ONFE described in subdivision (a) of this Article, all rates, charges, or assessments of

94 any kind, including any assessment for reserve funds, which the ONFE or such successor determines,
95 sets, or establishes for the operation and maintenance of the portion of the Project facilities operated and
96 maintained by the ONFE or such successor. Such direct payments to the ONFE or such successor shall
97 not relieve the Contractor of its obligation to pay directly to the United States the Contractor's share of
98 the Project Rates and Charges.

99 (c) For so long as the O&M of any portion of the Project facilities serving the
100 Contractor is performed by the ONFE, or any successor thereto, the Contracting Officer shall adjust
101 those components of the Rates for water delivered under this Contract representing the cost associated
102 with the activity being performed by the ONFE or its successor.

103 (d) In the event the O&M of the Project facilities operated and maintained by the
104 ONFE is re-assumed by the United States during the term of this Contract, the Contracting Officer shall
105 so notify the Contractor, in writing, and present to the Contractor a revised Exhibit "B" which shall
106 include the portion of the rates to be paid by the Contractor for the water under this Contract
107 representing the O&M costs of the portion of such Project facilities which have been re-assumed. The
108 Contractor shall, thereafter, in the absence of written notification from the Contracting Officer to the
109 contrary, pay the Rates and Charges specified in the revised Exhibit "B" directly to the United States in
110 compliance with Article 5 of this Contract.

111 PAYMENT FOR WATER

112 5. (a) The Rates for Temporary Water made available pursuant to this Contract are set
113 forth in Exhibit "B." At the time the Contractor submits a delivery schedule, or any revision thereof,
114 pursuant to Article 3, payment for the Temporary Water scheduled shall be made in full and no such
115 water shall be furnished in advance of such payment.

116 (b) The Contractor shall pay all Charges owing for scheduled Temporary Water

117 before the end of the month following the month of delivery. The Charges for Temporary Water made
118 available pursuant to this Contract are set forth in Exhibit "B" for deliveries made through September
119 30, 2010. These charges shall be adjusted beginning October 1, 2010, through the remaining term of
120 this Contract, and the Contractor shall pay the then-appropriate charge. Such amounts shall be based on
121 the quantities of Irrigation Water and M&I Water shown in the United States' water delivery report for
122 the subject month. The water delivery report shall be regarded by the Contractor as a bill for the
123 payment of appropriate Charges. Any monthly adjustment for overpayment or underpayment of
124 Charges shall be accomplished through the adjustment of Charges due to the United States in the next
125 month.

126 (c) Temporary Water scheduled and made available to the Contractor by the United
127 States but subsequently not used by the Contractor shall be considered as having been
128 accepted by the Contractor and no refund shall be made by the United States to the Contractor for
129 unused Temporary Water.

130 (d) All payments from the Contractor to the United States under this Contract shall be
131 by the medium requested by the United States on or before the date payment is due. The required
132 method of payment may include checks, wire transfers, or other types of payment specified by the
133 United States.

134 (e) Upon execution of the Contract, the Contractor shall furnish the Contracting
135 Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the
136 Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's
137 relationship with the United States.

138
139 POINTS OF DELIVERY--MEASUREMENT OF WATER--RETURN FLOW

140 6. (a) The Temporary Water to be furnished to the Contractor pursuant to this Contract
141 shall be made available to the Contractor at a point or points of delivery either on Friant Division
142 Project facilities or another location or locations mutually agreed to in writing by the Contracting
143 Officer and the Contractor.

144 (b) All Temporary Water delivered to the Contractor pursuant to this Contract shall
145 be measured and recorded with equipment furnished, installed, operated, and maintained by the United
146 States or the ONFE at the point or points of delivery established pursuant to subdivision (a) of this
147 Article. Upon the request of either party to this Contract, the Contracting Officer shall investigate the
148 accuracy of such measurements and shall take any necessary steps to adjust any errors appearing therein.
149 The Contractor shall advise the Contracting Officer on or before the 20th calendar day of each month of
150 the quantity of Temporary Water taken during the preceding month for irrigation and/or M&I purposes.

151 (c) The United States reserves the right to all seepage and return flow water derived
152 from Temporary Water delivered to the Contractor hereunder which escapes or is discharged beyond the
153 Contractor's Service Area: *Provided:* That this shall not be construed as claiming for the United States
154 any right to seepage or return flow being put to reasonable and beneficial use pursuant to this Contract
155 within the Contractor's Service Area by the Contractor or those claiming by, through, or under the
156 Contractor.

157 RECEIPT AND DISTRIBUTION OF WATER--SALE OF WATER

158 7. (a) The Contractor shall perform any and all acts necessary to maintain control over
159 all Temporary Water made available to the Contractor pursuant to this Contract, and shall assume full
160 responsibility for the care and distribution of such water.

161 (b) No sale, transfer, or exchange of Temporary Water made available under this
162 Contract may take place without the prior written approval of the Contracting Officer.

163 ADJUSTMENTS

164 8. When Temporary Water is declared to be no longer available, any payment by the
165 Contractor in excess of the amount necessary to pay for the Temporary Water actually furnished will be
166 refunded by the United States to the Contractor within 60 days after the expiration of this Contract.

167 Such adjustment shall constitute the sole remedy of the Contractor.

168 UNITED STATES NOT LIABLE

169 9. The Contractor hereby releases and agrees to defend and indemnify the United States, its
170 officers, agents, or employees and the ONFE from every claim for damage to persons or property, direct
171 or indirect, resulting from the Contractor's performance of this Contract. The Contractor further
172 releases the United States, its officers, agents, or employees and the ONFE from every claim for damage
173 to persons or property, direct or indirect, resulting from the Contracting Officer's determinations of the
174 quantity of Temporary Water available in the Friant Division Project facilities. Nothing contained in
175 this Article shall be construed as an assumption of liability to the Contractor with respect to such
176 matters.

177 OPINIONS AND DETERMINATIONS

178 10. (a) Where the terms of this Contract provide for actions to be based upon the opinion
179 or determination of either party to this Contract, said terms shall not be construed as permitting such
180 action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. Both
181 parties, notwithstanding any other provisions of this Contract, expressly reserve the right to seek relief
182 from and appropriate adjustment for any such arbitrary, capricious, or unreasonable opinion or
183 determination. Each opinion or determination by either party shall be provided in a timely manner.
184 Nothing in subdivision (a) of Article 10 of this Contract is intended to or shall affect or alter the
185 standard of judicial review applicable under Federal law to any opinion or determination implementing a
186 specific provision of Federal law embodied in statute or regulation.

187 (b) The Contracting Officer shall have the right to make determinations necessary to
188 administer this Contract that are consistent with the expressed and implied provisions of this Contract,
189 the laws of the United States and the State of California, and the rules and regulations promulgated by

190 the Secretary.

191 Such determinations shall be made in consultation with the Contractor to the extent reasonably
192 practicable.

193 PROTECTION OF WATER AND AIR QUALITY

194 11. (a) Project facilities used to make available and deliver water to the Contractor shall
195 be operated and maintained in the most practical manner to maintain the quality of the water at the
196 highest level possible as determined by the Contracting Officer: *Provided:* That the United States does
197 not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or
198 construct water treatment facilities to maintain or improve the quality of water delivered to the
199 Contractor.

200 (b) The Contractor shall comply with all applicable water and air pollution laws and
201 regulations of the United States and the State of California and shall obtain all required permits or
202 licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by
203 the Contractor; and shall be responsible for compliance with all Federal, State, and local water quality
204 standards applicable to surface and subsurface drainage and/or discharges generated through the use of
205 Federal or Contractor facilities or Project water provided by the Contractor within the Contractor's
206 Project Water Service Area.

207 (c) This article shall not affect or alter any legal obligations of the Secretary to
208 provide drainage or other discharge services.

209 COMPLIANCE WITH RECLAMATION LAWS

210 12. This Contract shall be implemented in accordance with all applicable provisions of
211 Federal Reclamation law, as amended and supplemented.

212 CHARGES FOR DELINQUENT PAYMENTS

213 13. (a) The Contractor shall be subject to interest, administrative, and penalty charges on
214 delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest
215 charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a
216 payment becomes 60 days delinquent, in addition to the interest charge, the Contractor shall pay an
217 administrative charge to cover additional costs of billing and processing the delinquent payment. If a
218 payment is delinquent 90 days or more, in addition to the interest and administrative charges, the
219 Contractor shall pay a penalty charge for each day the payment is delinquent beyond the due date, based
220 on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also
221 pay any fees incurred for debt collection services associated with a delinquent payment.

222 (b) The interest charge rate shall be the greater of either the rate prescribed quarterly
223 in the Federal Register by the Department of the Treasury for application to overdue payments or the
224 interest rate of 0.5 percent per month. The interest charge rate will be determined as of the due date and

225 remain fixed for the duration of the delinquent period.

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

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230

EQUAL EMPLOYMENT OPPORTUNITY

231 14. (a) During the performance of this Contract, the Contractor agrees as follows:
232 The Contractor will not discriminate against any employee or applicant for employment because of race,
233 color, religion, sex, disability, or national origin. The Contractor will take affirmative action to ensure
234 that applicants are employed, and that employees are treated during employment, without regard to their
235 race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to
236 the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;
237 layoff or termination; rates of pay or other forms of compensation; and selection for training, including
238 apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and
239 applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions
240 of this nondiscrimination clause.

241 (b) The Contractor will, in all solicitations or advertisements for employees placed by
242 or on behalf of the Contractor, state that all qualified applicants will receive consideration for
243 employment without regard to race, color, religion, sex, disability, or national origin.

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

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

252 (e) The Contractor will furnish all information and reports required by Executive
253 Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,
254 or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting
255 Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such
256 rules, regulations, and orders.

257 (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses
258 of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled,
259 terminated or suspended in whole or in part and the Contractor may be declared ineligible for further
260 Government contracts in accordance with procedures authorized in Executive Order 11246 of
261 September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in
262 Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor,
263 or as otherwise provided by law.

264 (g) The Contractor will include the provisions of paragraphs (a) through (g) in every
265 subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of
266 Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such
267 provisions will be binding upon each subcontractor or vendor. The Contractor will take such action
268 with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a
269 means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in
270 the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or
271 vendor as a result of such direction, the Contractor may request the United States to enter into such
272 litigation to protect the interests of
273 the United States.

274
275 GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

276 15. The obligation of the Contractor to pay the United States as provided in this Contract is a
277 general obligation of the Contractor notwithstanding the manner in which the obligation may be
278 distributed among the Contractor's water users and notwithstanding the default of individual water users
279 in their obligation to the Contractor.

280 BOOKS, RECORDS, AND REPORTS

281 16. The Contractor shall establish and maintain accounts and other books and records
282 pertaining to administration of the terms and conditions of this Contract, including the Contractor's
283 financial transactions; water supply data; project operation, maintenance, and replacement logs; project
284 land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-
285 leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be
286 furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer
287 may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have
288 the right during office hours to examine and make copies of the other party's books and records relating
289 to matters covered by this Contract.

290 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

291 17. The expenditure or advance of any money or the performance of any obligation of the
292 United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence
293 of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this
294 Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

295 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

296 18. The provisions of this Contract shall apply to and bind the successors and assigns of the
297 parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either
298 party shall be valid until approved in writing by the other party.

299 OFFICIALS NOT TO BENEFIT

300 19. No Member of or Delegate to the Congress, Resident Commissioner, or official of the
301 Contractor shall benefit from this Contract other than as a water user or landowner in the same manner
302 as other water users or landowners.

303 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

304 20. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42
305 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age
306 Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), Title II of the Americans with Disabilities Act of
307 1990 if the entity is a State or local government entity [Title III if the entity is a non-government entity],
308 and any other applicable civil rights laws, as well as with their respective implementing regulations and
309 guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

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

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

323 (d) Complaints of discrimination against the Contractor shall be investigated by the
324 Contracting Officer's Office of Civil Rights.

325 CHANGES IN CONTRACTOR'S SERVICE AREA

326 21. While this Contract is in effect, no change may be made in the Contractor's Service Area,
327 by inclusion or exclusion of lands or by any other changes which may affect the respective rights,
328 obligations, privileges, and duties of either the United States or the Contractor under this Contract
329 including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting
330 Officer's written consent.

331

NOTICES

332 22. Any notice, demand, or request authorized or required by this Contract shall be deemed
333 to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area
334 Manager, South-Central California Area Office, 1243 N Street, Fresno, California 93721, and on behalf
335 of the United States, when mailed, postage prepaid, or delivered to the
336 _____ . The designation of the addressee or the
337 address may be changed by notice given in the same manner as provided in this Article for other notices.
338

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

341 UNITED STATES OF AMERICA

342 By: _____
343 Area Manager, South-Central California
344 Area Office, Bureau of Reclamation

345 (SEAL)

346 By: _____
347 President of the Board of Directors

348 Attest:

349 By: _____
350 Secretary of the Board of Director

EXHIBIT A

[REFER TO THE CONTRACTOR'S LONG TERM WATER SERVICE CONTRACT]

EXHIBIT B
CONTRACT FOR TEMPORARY WATER SERVICE
2010 Rates and Charges
(Per Acre-Foot)

	Irrigation	M&I Water
<i>COST-OF-SERVICE (COS) RATES</i>		
Water Marketing	\$6.01	\$3.20
Conveyance		
O&M ¹	\$0.00	\$0.00
Capital	\$6.12	\$6.46
<i>TOTAL COST OF SERVICE RATE</i>	\$12.13	\$9.66
<i>CHARGES AND ASSESSMENTS (Payments in addition to Rates)</i>		
P.L. 102-575 Surcharges ²		
Restoration Fund Payments [Section 3407(d)(2)(A)]	\$9.11	\$18.23
Friant Surcharge [Section 3406(c)(1)]	\$7.00	\$7.00
P.L. 106-377 Assessment (Trinity Public Utilities District) ³ [Appendix B, Section 203]	\$0.11	\$0.11
<i>TOTAL RATE PER ACRE-FOOT</i>	\$28.35	\$35.00

EXPLANATORY NOTES

¹ Conveyance and Conveyance Pumping O&M costs have been removed for ratesetting purposes and will be directly billed to the ONFE.

² The surcharges were determined pursuant to Title XXXIV of P.L. 102-575. Restoration Fund surcharges under P.L. 102-575 are determined on a fiscal year basis (10/1-9/30).

³ The Trinity Public Utilities District Assessment is applicable to each acre-foot of water delivered from 3/1/2010-2/28/2011 and is adjusted annually.

Additional details of the rate components are available on the Internet at
<http://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html>