

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

24 [2nd] WHEREAS, the United States has determined that during the term of this

25 Contract there may be periods of time during which a temporary supply of water not storable for
26 Project purposes or infrequent and otherwise unmanaged flood flows of short duration may exist
27 which can be made available to the Contractor; and

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

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

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

36 DEFINITIONS

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

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

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

45 (c) “Contractor’s Service Area” shall mean the area to which the Contractor is
46 permitted to provide Temporary Water under this Contract as described in Exhibit “A” attached
47 hereto, which may be modified from time to time in accordance with Article 23 of this Contract

48 without amendment of this Contract;

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

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

59 (f) “Operating Non-Federal Entity” or “ONFE” shall mean the Friant Water
60 Authority, its successors or assigns, a non-Federal entity which has the obligation to operate and
61 maintain all or a portion of the Friant Division Project facilities pursuant to agreement with the
62 United States and which may have funding obligations with respect thereto;

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

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

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

70 (j) “Temporary Water” shall mean a supply of water made possible as a result

71 of an unusually large water supply not otherwise storable for Project purposes, or infrequent and
72 otherwise unmanaged flood flows of short duration.

73 TERM OF THE CONTRACT

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

78 WATER TO BE MADE AVAILABLE TO CONTRACTOR

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

89 OPERATION AND MAINTENANCE BY NON-FEDERAL ENTITY

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

94 the Contractor or the United States hereunder.

95 (b) The Contractor shall pay directly to the ONFE, or to any successor
96 approved by the Contracting Officer under the terms and conditions of the separate agreement
97 between the United States and the ONFE described in subdivision (a) of this Article, all rates,
98 charges, or assessments of any kind, including any assessment for reserve funds, which the
99 ONFE or such successor determines, sets, or establishes for the operation and maintenance of the
100 portion of the Project facilities operated and maintained by the ONFE or such successor. Such
101 direct payments to the ONFE or such successor shall not relieve the Contractor of its obligation
102 to pay directly to the United States the Contractor's share of the Project Rates and Charges.

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

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

115 PAYMENT FOR WATER

116 5. (a) The Rates for Temporary Water made available pursuant to this Contract

117 are set forth in Exhibit “B.” At the time the Contractor submits a delivery schedule, or any
118 revision thereof, pursuant to Article 3, payment for the Temporary Water scheduled shall be
119 made in full and no such water shall be furnished in advance of such payment.

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

130 (c) Temporary Water scheduled and made available to the Contractor by the
131 United States but subsequently not used by the Contractor shall be considered as having been
132 accepted by the Contractor and no refund shall be made by the United States to the Contractor
133 for unused Temporary Water.

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

138 (e) Upon execution of the Contract, the Contractor shall furnish the
139 Contracting Officer with the Contractor’s taxpayer’s identification number (TIN). The purpose
140 for requiring the Contractor’s TIN is for collecting and reporting any delinquent amounts arising
141 out of the Contractor’s relationship with the United States.

142 POINTS OF DELIVERY--MEASUREMENT OF WATER--RETURN FLOW

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

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

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

161 RECEIPT AND DISTRIBUTION OF WATER--SALE OF WATER

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

165 (b) No sale, transfer, or exchange of Temporary Water made available under
166 this Contract may take place.

167 ADJUSTMENTS

168 8. When Temporary Water is declared to be no longer available, any payment by the
169 Contractor in excess of the amount necessary to pay for the Temporary Water actually furnished
170 will be refunded by the United States to the Contractor within 60 days after the expiration of this
171 Contract. Such adjustment shall constitute the sole remedy of the Contractor.

172 UNITED STATES NOT LIABLE

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

181 OPINIONS AND DETERMINATIONS

182 10. (a) Where the terms of this Contract provide for actions to be based upon the
183 opinion or determination of either party to this Contract, said terms shall not be construed as
184 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or
185 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly
186 reserve the right to seek relief from and appropriate adjustment for any such arbitrary,
187 capricious, or unreasonable opinion or determination. Each opinion or determination by either

188 party shall be provided in a timely manner. Nothing in subdivision (a) of Article 10 of this
189 Contract is intended to or shall affect or alter the standard of judicial review applicable under
190 Federal law to any opinion or determination implementing a specific provision of Federal law
191 embodied in statute or regulation.

192 (b) The Contracting Officer shall have the right to make determinations
193 necessary to administer this Contract that are consistent with the expressed and implied
194 provisions of this Contract, the laws of the United States and the State of California, and the
195 rules and regulations promulgated by the Secretary. Such determinations shall be made in
196 consultation with the Contractor to the extent reasonably practicable.

197 PROTECTION OF WATER AND AIR QUALITY

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

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

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

213 COMPLIANCE WITH RECLAMATION LAWS

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

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ENVIRONMENTAL MEASURES

13. (a) The Contractor will comply with the applicable environmental measures established in environmental document CEC # 09-165 prepared by the Contracting Officer in 2010 for this Contract. Such environmental measures are outlined within this Article:

(1) The Contractor’s application of Temporary Water made available pursuant to this Contract shall not affect the presence of threatened or endangered species.

(2) Grasslands and shrub land that have never been tilled or irrigated will neither be tilled nor irrigated and put into production using this Temporary Water.

(3) Land that has been fallowed, idled, and/or uncultivated on a temporary basis (i.e., less than three consecutive years) and has now been rotated back into production is not considered conversion of a native habitat. However, if crop lands have remained fallowed for three consecutive years or longer, said crop lands must be surveyed for threatened or endangered species prior to the application of any Temporary Water. The survey method must be deemed appropriate by the Contracting Officer. If threatened or endangered species are found, such lands shall not be irrigated with any Temporary Water.

(b) The Contractor will comply with all federal, state, local, and tribal law, and requirements imposed for protection of the environment and Indian Trust Assets and the following provisions:

(1) Temporary Water will remain within the water rights place of use for the Friant Division, Central Valley Project; and

238 (2) Temporary Water will be conveyed through existing facilities with no
239 new construction or modifications to such facilities in order to take delivery of the
240 Temporary Water.

241 WATER RIGHTS REPORTING REQUIREMENTS

242 14. Within 120 days of receipt of Temporary Water made available pursuant to this
243 Contract, the Contractor shall provide to the Contracting Officer a report of diversion and use of
244 the Temporary Water. The report will provide at a minimum the following information for direct
245 delivery/use on a daily basis:

246 (a) Date and quantity of Temporary Water diverted and delivered and applied to
247 beneficial use;

248 (b) Location of diversion point(s);

249 (c) Purpose of use of Temporary Water; and

250 (d) Description of lands where the Temporary Water was applied to beneficial
251 use (including number of acres). (For Non-CVP Contractors that have any land outside of the
252 Friant Division service area).

253 CHARGES FOR DELINQUENT PAYMENTS

254 15. (a) The Contractor shall be subject to interest, administrative, and penalty
255 charges on delinquent payments. If a payment is not received by the due date, the Contractor
256 shall pay an interest charge on the delinquent payment for each day the payment is delinquent
257 beyond the due date. If a payment becomes 60 days delinquent, in addition to the interest
258 charge, the Contractor shall pay an administrative charge to cover additional costs of billing and
259 processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to
260 the interest and administrative charges, the Contractor shall pay a penalty charge for each day the
261 payment is delinquent beyond the due date, based on the remaining balance of the payment due
262 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt
263 collection services associated with a delinquent payment.

264 (b) The interest charge rate shall be the greater of either the rate prescribed
265 quarterly in the Federal Register by the Department of the Treasury for application to overdue

266 payments or the interest rate of 0.5 percent per month. The interest charge rate will be
267 determined as of the due date and remain fixed for the duration of the delinquent period.

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

271 EQUAL EMPLOYMENT OPPORTUNITY

272 16. (a) During the performance of this Contract, the Contractor agrees as follows:

273 The Contractor will not discriminate against any employee or applicant for employment because
274 of race, color, religion, sex, disability, or national origin. The Contractor will take affirmative
275 action to ensure that applicants are employed, and that employees are treated during
276 employment, without regard to their race, color, religion, sex, disability, or national origin. Such
277 action shall include, but not be limited to the following: employment, upgrading, demotion, or
278 transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms
279 of compensation; and selection for training, including apprenticeship. The Contractor agrees to
280 post in conspicuous places, available to employees and applicants for employment, notices to be
281 provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

286 (c) The Contractor will send to each labor union or representative of workers
287 with which it has a collective bargaining agreement or other contract or understanding, a notice,
288 to be provided by the Contracting Officer, advising the labor union or workers' representative of
289 the Contractor's commitments under Section 202 of Executive Order 11246 of September 24,
290 1965, and shall post copies of the notice in conspicuous places available to employees and
291 applicants for employment.

292 (d) The Contractor will comply with all provisions of Executive Order No.
293 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary
294 of Labor.

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

300 (f) In the event of the Contractor's noncompliance with the nondiscrimination
301 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be

302 canceled, terminated or suspended in whole or in part and the Contractor may be declared
303 ineligible for further Government contracts in accordance with procedures authorized in
304 Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and
305 remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule,
306 regulation, or order of the Secretary of Labor, or as otherwise provided by law.

307 (g) The Contractor will include the provisions of paragraphs (a) through (g) in
308 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
309 Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24,
310 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor
311 will take such action with respect to any subcontract or purchase order as may be directed by the
312 Secretary of Labor as a means of enforcing such provisions, including sanctions for
313 noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is
314 threatened with, litigation with a subcontractor or vendor as a result of such direction, the
315 Contractor may request the United States to enter into such litigation to protect the interests of
316 the United States.

317 GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

318 17. The obligation of the Contractor to pay the United States as provided in this
319 Contract is a general obligation of the Contractor notwithstanding the manner in which the
320 obligation may be distributed among the Contractor's water users and notwithstanding the default
321 of individual water users in their obligation to the Contractor.

322 BOOKS, RECORDS, AND REPORTS

323 18. The Contractor shall establish and maintain accounts and other books and records
324 pertaining to administration of the terms and conditions of this Contract, including the
325 Contractor's financial transactions; water supply data; project operation, maintenance, and
326 replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop
327 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting
328 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on
329 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws
330 and regulations, each party to this Contract shall have the right during office hours to examine
331 and make copies of the other party's books and records relating to matters covered by this
332 Contract.

333 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

334 19. The expenditure or advance of any money or the performance of any obligation of
335 the United States under this Contract shall be contingent upon appropriation or allotment of
336 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
337 obligations under this Contract. No liability shall accrue to the United States in case funds are
338 not appropriated or allotted.

339 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

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

343 OFFICIALS NOT TO BENEFIT

344 21. No Member of or Delegate to the Congress, Resident Commissioner, or official of
345 the Contractor shall benefit from this Contract other than as a water user or landowner in the
346 same manner as other water users or landowners.

347 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

348 22. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
349 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the
350 Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), Title II of the Americans with
351 Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is
352 a non-government entity], and any other applicable civil rights laws, as well as with their
353 respective implementing regulations and guidelines imposed by the U.S. Department of the
354 Interior and/or Bureau of Reclamation.

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

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

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

371 CHANGES IN CONTRACTOR'S SERVICE AREA

372 23. While this Contract is in effect, no change may be made in the Contractor's
373 Service Area, by inclusion or exclusion of lands or by any other changes which may affect the

374 respective rights, obligations, privileges, and duties of either the United States or the Contractor
375 under this Contract including, but not limited to, dissolution, consolidation, or merger, except
376 upon the Contracting Officer's written consent.

377 NOTICES

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

384

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

387 UNITED STATES OF AMERICA

388 By: _____
389 Area Manager, South-Central California
390 Area Office, Bureau of Reclamation

391
392 (SEAL)
393 By: _____
394 President of the Board of Directors

395 Attest:

396 By: _____
397 Secretary of the Board of Directors

EXHIBIT A

[PLACEHOLDER PAGE FOR MAP OR DESCRIPTION OF SERVICE AREA]

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>