

INTERNATIONAL WATER DISTRICT

RESOLUTION AUTHORIZING THE APPROVAL, EXECUTION, AND DELIVERY OF THE CONTRACT BETWEEN THE UNITED STATES AND INTERNATIONAL WATER DISTRICT PROVIDING FOR PROJECT WATER SERVICE FROM FRIANT DIVISION AND FACILITES REPAYMENT AND FILING A NOTICE OF STATUTORY EXEMPTION AND CATEGORICAL EXEMPTIONS FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the International Water District (the "District") entered into the Contract Between the United States and International Water District for Water Service on August 23, 1963, designated as Contract Number 14-06-585A as amended (the "Original Contract"), for the delivery of 1,200 acre-feet of Class 1 water ("Project Water") from the Friant Division of the Central Valley Project ("Friant") through February 28, 1995; and

WHEREAS, the United States and the District have, pursuant to Subsection 3404(c)(1) of the Central Valley Project Improvement Act, subsequently entered into interim renewal contracts identified as Contract Number (s) 14-06-200-585A-IR1 through 14-06-200-585A-IR4, which provided for the continued water service to the District from March 1, 1995 through February 28, 2001, and subsequently entered into a long-term renewal contract identified as Contract Number 14-06-200-585A-LTR1, which provided for continued water service to the District through February 28, 2026, which was amended January 22, 2007, and is herein referred to as the "Existing Contract"; and

WHEREAS, the Existing Contract provides for the United States to deliver 1,200 acre feet per year of Project Water to the District; and

WHEREAS, on December 16, 2016, the 114th Congress of the United States of America enacted the Water Infrastructure Improvements for the Nation Act (Pub. L. 114-322, 130 Stat. 1628) (the "WIIN Act"); and

WHEREAS, Section 4011(a)(1) of the WIIN Act provides that "upon request of the contractor, the Secretary of the Interior shall convert any water service contract in effect on the date of enactment of this subtitle and between the United States and a water users' association to allow for prepayment of the repayment contract pursuant to paragraph (2) under mutually agreeable terms and conditions"; and

WHEREAS, the District is a "water user association" as that term is used in the WIIN Act; and

WHEREAS, Section 4011(a)(1) further provides that "the manner of conversion under this paragraph shall be as follows: (A) Water service contracts that were entered into under section (c) of the Act of August 4, 1939 (53 Stat. 1196) (the "1939 Act"), to be converted under this section shall be converted to repayment contracts under section 9(d) of [the 1939 Act]"; and

WHEREAS, Section 4011(a)(4)(C) provides all contracts entered into pursuant to Section 4011(a)(1), (2), and (3) shall “not modify other water service, repayment, exchange and transfer contractual rights between the water users’ association, and the Bureau of Reclamation, or any rights, obligations, or relationships of the water users’ association and their landowners as provided under State law”; and

WHEREAS, Section 4011(d)(3) and (4) of the WIIN Act provides that “implementation of the provisions of this subtitle shall not alter...(3) the priority of a water service or repayment contractor to receive water; or (4) except as expressly provided in this section, any obligations under the Federal Reclamation law, including the continuation of Restoration Fund charges pursuant to section 3407(d) (Pub. L. 102-575), of the water service and repayment contractors making prepayments pursuant to this section”; and

WHEREAS, pursuant to Section 4011(a)(1) of the WIIN Act, the District has requested that the United States, through the United States Bureau of Reclamation (“Reclamation”), initiate the process to convert its Water Service Contract, which was executed under Section 9(e) of the 1939 Act, to a repayment contract under Section 9(d) of the 1939 Act; and

WHEREAS, pursuant to and consistent with the WIIN Act, Reclamation and the District negotiated terms and conditions that amend and convert the Existing Contract to a repayment contract, and those terms and conditions are reflected in the attached CONTRACT BETWEEN THE UNITED STATES AND INTERNATIONAL WATER DISTRICT PROVIDING FOR PROJECT WATER SERVICE FROM FRIANT DIVISION AND FACILITIES REPAYMENT (the “Repayment Contract”); and

WHEREAS, the Repayment Contract also reflects the current standard terms and conditions required by the Reclamation Manual; and

WHEREAS, the Repayment Contract continues Project Water service to the District in the same amounts as the Existing Contract, and within certain established parameters, in the same scope and nature as ongoing Friant operations and its existing facilities; and

WHEREAS, Project Water made available under the Repayment Contract will be diverted through the same Friant facilities as the water provided under the Original Contract, the Interim Renewal Contracts, and the Existing Contract; and

WHEREAS, the District has fully utilized, for reasonable and beneficial use, all water provided under the Interim Water Service Contract by receiving and delivering such water to lands within the District’s boundaries for irrigation purposes, or putting such water to beneficial use through conservation and transfer in accordance with California law and expects to fully utilize, for reasonable and beneficial use, the quantity of Project Water to be made available to it pursuant to the Repayment Contract; and

WHEREAS, the District has relied on water obtained from Friant for more than fifty years, and therefore it is imperative to the District and its landowners that the District continue to deliver the same quantity of water service to its lands through a contract with the United States pursuant to Reclamation Law and more particularly the Act of Congress of July 2, 1956 (70 Stat. 483) and the Act of Congress of October 30, 1992 (96 Stat. 1262); and

WHEREAS, the District maintains in its records copies of contracts, water delivery reports, crop information and other data supporting these factual findings; and

WHEREAS, Reclamation initiated a 60-day public comment period for the Repayment Contract, which period has ended; and

WHEREAS, Reclamation has reviewed all public comments and has approved the Repayment Contract for execution by the District; and

WHEREAS, the District has reviewed the terms and conditions of the Repayment Contract and finds the form and content thereof to be acceptable to the District and appropriate for execution, and therefore proposes to enter into the Repayment Contract; and

WHEREAS, the District has reviewed the Repayment Contract and the provisions of CEQA and has considered whether any direct or indirect physical change to the environment will result from converting to the Repayment Contract, and has considered whether converting to the Repayment Contract may possibly have a significant effect on the environment; and

WHEREAS, pursuant to the Ralph M. Brown Act (Gov. Code sections 54950, et seq.) the District timely posted its agenda packet for this special meeting held on December 3, 2021, at least twenty-four hours prior to said special meeting, indicating that the District's Board of Directors would be considering approval of and authorization for execution of the Repayment Contract.

NOW, THEREFORE, it is hereby resolved by the Board of Directors of the International Water District that:

1.e The above recitals are true and correct, and this Board so finds and determines.

2.e Executing the Repayment Contract is statutorily exempt from compliance with CEQA as provided in the California Public Resources Code and implemented through Title 14 of the California Code of Regulations, Sections 15260 through 15285, with particular reference to Section 15261, subdivision (a), because it is merely a continuation of a project approved, funded, and fully operated prior to November 23, 1970, and no modification or alteration in Friant or the amount of Project Water delivered is proposed.

3.e To the extent that the Repayment Contract may involve a change in rates, tolls, fares, or other charges necessary to repay the capital costs for Friant facilities, the Repayment Contract is also statutorily exempt from CEQA pursuant to Title 14 of the California Code of Regulations Section 15273.

4.e Executing the Repayment Contract is also subject to the “common sense” categorical exemption from CEQA as provided in Title 14 of the California Code of Regulations section 15061, subd. (b)(3), because it merely contemplates water delivery in the same nature and scope as prior contracts, which have been in place for over fifty years, and therefore continues existing operations within established parameters and will not result in any further significant effects on the environment.

5.e Execution of the Repayment Contract is categorically exempt from CEQA as provided in Title 14 of the California Code of Regulations, Section 15300 through 15333, with particular reference to Section 15301, because it provides for the continued operation of existing facilities with no expansion of the District’s current water use or infrastructure.

6.e The Repayment Contract does not present unusual circumstances and will not create any effects or impacts specified in Title 14 of the California Code of Regulations, Section 15300.2.

7.e Execution of the Repayment Contract is exempt from CEQA based on its record of proceedings showing that the Repayment Contract continues water service to the District in the same amounts as the Existing Contract, within established parameters, in the same scope and nature as ongoing Friant operations and its existing facilities; it involves no increase in existing service; and no new construction, expansion, or any modification to the existing distribution system; nor any change in the source of water to be delivered, or the uses to which such supplies will be put.

8.e The Repayment Contract, as finalized by Reclamation, presented to the Board and on file with the Secretary hereof, is hereby approved. The District’s Board President is hereby authorized to execute and deliver the Conversion Contract in the form attached hereto as Exhibit “A.”

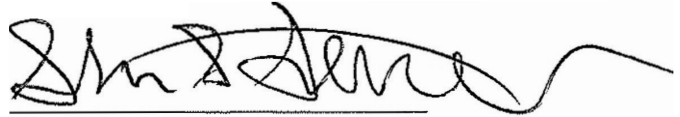
9.e The District shall prepare and file a Notice of Exemption with the Fresno County Clerk as provided for in Title 14 of the California Code of Regulations, Section §§ 15062(c)(2), in substantially the form attached hereto as Exhibit “B”.e

10.e The District’s officers, staff, and consultants are hereby authorized and directed to take all additional actions they deem necessary or appropriate to carry out the intent of this resolution and to ensure continued water service to the District and its water users.

11.e A certified copy of this resolution shall be prepared and transmitted by the District’s Secretary to the United State Bureau of Reclamation.

PASSED AND ADOPTED this 7th day of December, 2021, by the following vote,
to wit:

AYES: 3 Directors: Stevenson, G. Harlan, L. Harlan
NOES: 0
ABSENT: 2 Directors: F. Harlan, Walker
ABSTAIN: 0

A handwritten signature in black ink, appearing to read "Shawn Stevenson", written over a horizontal line.

Shawn Stevenson, President
International Water District

Attest:


Lavonne Harlan, Secretary

**CERTIFICATE OF SECRETARY
OF
INTERNATIONAL WATER DISTRICT,
A California Water District**

I, Lavonne Harlan, do hereby certify that I am the duly authorized and appointed Secretary of the International Water District, a California Water District (the "District"); that the foregoing is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District on the 7th day of December, 2021; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this 7th day of December, 2021.


Secretary of International Water District

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

CONTRACT BETWEEN THE UNITED STATES
AND
INTERNATIONAL WATER DISTRICT
PROVIDING FOR PROJECT WATER SERVICE FROM FRIANT DIVISION AND
FACILITIES REPAYMENT

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

CONTRACT BETWEEN THE UNITED STATES
AND
INTERNATIONAL WATER DISTRICT
PROVIDING FOR PROJECT WATER SERVICE FROM FRIANT DIVISION AND
FACILITIES REPAYMENT

1 THIS CONTRACT, made this 15TH day of DECEMBER, 2021, is entered
2 into pursuant to the Act of June 17, 1902, (32 Stat. 388), and acts amendatory or supplementary
3 thereto, including but not limited to: the Act of August 26, 1937 (50 Stat. 844), as amended and
4 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70
5 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1262), October 27, 1986 (100
6 Stat. 3050), as amended, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), and Title
7 X, Subtitle A, of the Act of March 30, 2009 (123 Stat. 1349), also referred to as the San Joaquin
8 River Restoration Settlement Act hereinafter referred to as SJRRSA, and the Water
9 Infrastructure Improvements for the Nation Act (Public Law (Pub. L.) 114-322, 130 Stat. 1628),
10 Section 4011 (a-d) and (f) ("WIIN Act"), all collectively hereinafter referred to as Federal
11 Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred to as the
12 United States and INTERNATIONAL WATER DISTRICT hereinafter referred to as the
13 Contractor, a public agency of the State of California, duly organized, existing, and acting
14 pursuant to the laws thereof, with its principal place of business in California;

WITNESSETH, That:

EXPLANATORY RECITALS

[1st] WHEREAS, the United States has constructed and is operating the Central Valley Project, California, for diversion, storage, carriage, distribution and beneficial use, for flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and restoration, generation and distribution of electric energy, salinity control, navigation and other beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries; and

[2nd] WHEREAS, the United States constructed Friant Dam (thereby creating Millerton Lake) and the Friant-Kern and Madera Canals, hereinafter collectively referred to as the Friant Division Facilities, 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 United States and the Contractor entered into Contract Number 14-06-585A as amended, which established terms for the delivery to the Contractor of Project Water from the Friant Division from August 23, 1963 through February 28, 1995; and

[4th] WHEREAS, the Contractor and the United States have, pursuant to subsection 3404(c)(1) of the Central Valley Project Improvement Act (CVPIA), subsequently entered into interim renewal contracts, identified as Contract Number(s) 14-06-200-585A-IR1 through 14-06-200-585A-IR4, which provided for the continued water service to Contractor from March 1, 1995 through February 28, 2001, and subsequently entered into a long-term renewal contract identified as Contract Number 14-06-200-585A-LTR1, which provided for continued water

service to Contractor through February 28, 2026, which was amended January 22, 2007, and is herein referred to as the "Existing Contract"; and

[5th] WHEREAS, pursuant to Section 8 of the Act of June 17, 1902 (32 Stat. 388), the United States has acquired water rights and other rights to the flows of the San Joaquin River, including without limitation the permits issued as the result of Decision 935 by the California State Water Resource Control Board and the contracts described in subdivision (n) of Article 3 of this Contract, pursuant to which the Contracting Officer develops, diverts, stores and delivers Project Water stored or flowing through Millerton Lake in accordance with State and Federal law for the benefit of Project Contractors in the Friant Division and for other specified Project purposes; and

[6th] WHEREAS, the water supplied to the Contractor pursuant to this Contract is Project Water developed through the exercise of the rights described in the fifth (5th) Explanatory Recital of this Contract; and

[7th] WHEREAS, pursuant to subdivision (b) of Article 14 of the Existing Contract, the terms of the Existing Contract are subject to any enforceable order, judgment and/or settlement in NRDC v. Patterson, No. CIVS 88-1658-LKK-EM (now styled Natural Resources Defense Council, et al. v. Rodgers, et al., No. CIV-S-88-1658 LKK/GGH) and that the Existing Contract shall be timely modified as necessary to effectuate or facilitate any final order, judgment or settlement in said litigation and which Settlement was subsequently confirmed and implemented through the SJRRSA; and

[8th] WHEREAS, on December 16, 2016, the 114th Congress of the United States of America enacted the WIIN Act; and

[9th] WHEREAS, Section 4011(a)(1) provides that “upon request of the contractor, the Secretary of the Interior shall convert any water service contract in effect on the date of enactment of this subtitle and between the United States and a water users’ association [Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under mutually agreeable terms and conditions.”; and

[10th] WHEREAS, Section 4011(a)(1) further provides that “the manner of conversion under this paragraph shall be as follows: (A) Water service contracts that were entered into under section (e) of the Act of August 4, 1939 (53 Stat. 1196), to be converted under this section shall be converted to repayment contracts under section 9(d) of that Act (53 Stat. 1195)”; and “(B) Water service contracts that were entered under subsection (c)(2) of section 9 of the Act of August 4, 1939 (53 Stat. 1194), to be converted under this section shall be converted to a contract under subsection (c)(1) of section 9 of that Act (53 Stat. 1195).”; and

[11th] WHEREAS, Section 4011(a)(4)(C) further provides all contracts entered into pursuant to Section 4011(a)(1), (2), and (3) shall “not modify other water service, repayment, exchange and transfer contractual rights between the water users’ association [Contractor], and the Bureau of Reclamation, or any rights, obligations, or relationships of the water users’ association [Contractor] and their landowners as provided under State law.”; and

[12th] WHEREAS, Section 4011(d)(3) and (4) of the WIIN Act provides that “implementation of the provisions of this subtitle shall not alter...(3) the priority of a water service or repayment contractor to receive water; or (4) except as expressly provided in this section, any obligations under the Federal Reclamation law, including the continuation of

Restoration Fund charges pursuant to section 3407(d) (Pub. L. 102-575), of the water service and repayment contractors making prepayments pursuant to this section.”; and

[13th] WHEREAS, upon the request of the Contractor, the WIIN Act directs the Secretary to convert irrigation water service contracts and municipal and industrial (M&I) water service contracts into repayment contracts, amend existing repayment contracts, and allow contractors to prepay their construction cost obligations pursuant to applicable Federal Reclamation law; and

[14th] 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/or has demonstrated projected future demand for water use such that the Contractor has the capability 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

[15th] WHEREAS, water obtained from the Central Valley Project has been relied upon by urban and agricultural areas within California for more than fifty (50) years and is considered by the Contractor as an essential portion of its water supply; and

[16th] WHEREAS, the economies of regions within the Central Valley Project, including the Contractor’s, depend upon the continued availability of water, including water service from the Central Valley Project; and

[17th] 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

[18th] 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 Central Valley 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 Central Valley Project; and

[19th] WHEREAS, during Uncontrolled Seasons, Friant Division Project Contractors utilize undependable Class 2 Water in their service areas to, among other things, assist in the management and alleviation of groundwater overdraft in the Friant Division service area, provide opportunities for environmental enhancement, including restoration of the San Joaquin River below Friant Dam, minimize flooding along the San Joaquin River, encourage optimal water management, and maximize the reasonable and beneficial use of the water; and

[20th] WHEREAS, the parties desire and intend that this Contract not provide a disincentive to the Friant Division Project Contractors continuing to carry out the beneficial activities set out in the Explanatory Recital immediately above; and

[21st] WHEREAS, the United States has determined that the Contractor has fulfilled all of its obligations under the Existing Contract; and

[22nd] WHEREAS, the Contracting Officer and the Contractor agree that this Contract complies with Section 4011 of the WIIN Act; and

[23rd] WHEREAS, the Contracting Officer and the Contractor agree to amend and convert the Existing Contract pursuant to Section 4011 of the WIIN Act and other 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) "Additional Capital Obligation" shall mean construction costs or other capitalized costs incurred after the Effective Date or not reflected in the Existing Capital Obligation as defined herein and in accordance with Section 4011, subsection (a)(2)(B) and (a)(3)(B) of the Water Infrastructure Improvements for the Nation Act (Pub. L. 114-322, 130 Stat. 1628) ("WIIN Act");

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

(c) "Charges" shall mean the payments required by Federal Reclamation law in addition to the Rates and Tiered Pricing Components specified in this Contract as determined annually by the Contracting Officer pursuant to this Contract;

(d) "Class 1 Water" shall mean that supply of water stored in or flowing through Millerton Lake which, subject to the contingencies hereinafter described in Articles 3, 12, and 13 of this Contract, will be available for delivery from Millerton Lake and the Friant-Kern and Madera Canals as a dependable water supply during each Year;

(e) "Class 2 Water" shall mean that supply of water which can be made available subject to the contingencies hereinafter described in Articles 3, 12, and 13 of this Contract for delivery from Millerton Lake and the Friant-Kern and Madera Canals in addition to

the supply of Class 1 Water. Because of its uncertainty as to availability and time of occurrence, such water will be undependable in character and will be furnished only if, as, and when it can be made available as determined by the Contracting Officer;

(f) "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 Total;

(g) "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;

(h) "Contract Total" shall mean the maximum amount of Class 1 Water plus the maximum amount of Class 2 Water to which the Contractor is entitled under subdivision (a) of Article 3 of this Contract;

(i) "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 34 of this Contract without amendment of this Contract;

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

(k) "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;

(l) “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;

(m) “Existing Capital Obligation” shall mean the remaining amount of construction costs or other capitalized costs allocable to the Contractor as described in Section 4011, subsections (a)(2)(A) and (a)(3)(A) of the WIIN Act, and as identified in the Central Valley Project Irrigation Water Rates and/or Municipal and Industrial Water Rates, respectively, in the Final 2021 Ratebooks, as adjusted to reflect payments not reflected in such schedule. The Contracting Officer has computed the Existing Capital Obligation and such amount is set forth in Exhibit “C”, which is incorporated herein by reference;

(n) “Full Cost Rate” shall mean that water rate described in Sections 205(a)(3) or 202(3) of the RRA, whichever is applicable;

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

(p) “Irrigation Full Cost Water Rate” shall have the same meaning as “full cost” as that term is used in Paragraph (3) of Section 202 of the RRA;

(q) “Irrigation Water” shall mean the use of Project Water to irrigate lands primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto;

(r) “Landholder” shall mean a party that directly or indirectly owns or leases nonexempt land, as provided in 43 CFR 426.2;

(s) "Long Term Historic Average" shall mean the average of the final forecast of Water Made Available to the Contractor pursuant to this Contract and the contracts referenced in the third (3rd) and fourth (4th) Explanatory Recitals of this Contract;

(t) "Municipal and Industrial (M&I) Water" shall mean the use of Project Water for municipal, industrial, and miscellaneous other purposes not falling under the definition of "Irrigation Water" or within another category of water use under an applicable Federal authority;

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

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

(w) "Operating Non-Federal Entity" shall mean the Friant Water Authority, or its successor, a Non-Federal entity, which has the obligation to operate and maintain all or a portion of the Friant Division Facilities pursuant to an agreement with the United States and which may have funding obligations with respect thereto;

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

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

(z) "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;

(aa) “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;

(bb) “Repayment Obligation” for Water Delivered as Irrigation Water shall mean the Existing Capital Obligation discounted by $\frac{1}{2}$ of the Treasury rate, which shall be the amount due and payable to the United States, pursuant to Section 4011(a)(2)(A) of the WIIN Act; and for Water Delivered as M&I Water shall mean the amount due and payable to the United States, pursuant to Section 4011(a)(3)(A) of the WIIN Act;

(cc) “San Joaquin River Restoration Settlement Act” or “SJRRSA” shall mean Title X, Subtitle A, of the Act of March 30, 2009 (123 Stat. 1349);

(dd) “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;

(ee) “Settlement” shall mean the Stipulation of Settlement dated September 13, 2006, the Order Approving Stipulation of Settlement, and the Judgment and further orders issued by the Court pursuant to the terms and conditions of the Settlement in Natural Resources Defense Council, et al. v. Rodgers, et al., No. CIV-S-88-1658 LLJ/GGH;

(ff) “Tiered Pricing Component” shall be the incremental amount to be paid for each acre-foot of Water Delivered as described in Article 7 of this Contract and as provided for in Exhibit “B”;

(gg) “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;

(hh) “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, pursuant to subdivision (a) of Article 4 of this Contract;

(ii) “Water Scheduled” shall mean Project Water made available to the Contractor for which times and quantities for delivery have been established by the Contractor and Contracting Officer, pursuant to subdivision (b) of Article 4 of this Contract; and

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

TERM OF CONTRACT – RIGHT TO USE OF WATER

2. (a) This Contract shall be effective January 1, 2022, hereinafter known as the “Effective Date”, and shall continue so long as the Contractor pays applicable Rates and Charges under this Contract, consistent with Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat. 1195) as applicable, and applicable law;

(1) Provided, That the Contracting Officer shall not seek to terminate this Contract for failure to fully or timely pay applicable Rates and Charges by the Contractor, unless the Contracting Officer has first provided at least sixty (60) calendar days written notice to the Contractor of such failure to pay and the Contractor has failed to cure such failure to pay, or to diligently commence and maintain full curative payments satisfactory to the Contracting Officer within the sixty (60) calendar days’ notice period;

253 (2) Provided, further, That the Contracting Officer shall not seek to
254 suspend making water available or declaring Water Made Available pursuant to this Contract for
255 non-compliance by the Contractor with the terms of this Contract or Federal law, unless the
256 Contracting Officer has first provided at least thirty (30) calendar days written notice to the
257 Contractor and the Contractor has failed to cure such non-compliance, or to diligently commence
258 curative actions satisfactory to the Contracting Officer for a non-compliance that cannot be fully
259 cured within the thirty (30) calendar days' notice period. If the Contracting Officer has
260 suspended making water available pursuant to this paragraph, upon cure of such non-compliance
261 satisfactory to the Contracting Officer, the Contracting Officer shall resume making water
262 available and declaring Water Made Available pursuant to this Contract;

263 (3) Provided, further, That this Contract may be terminated at any
264 time by mutual consent of the parties hereto.

265 (b) Upon complete payment of the Repayment Obligation by the Contractor,
266 and notwithstanding any Additional Capital Obligation that may later be established, the acreage
267 limitations, reporting, and Full Cost pricing provisions of the Reclamation Reform Act of 1982,
268 and subdivisions (k) Eligible Lands, (l) Excess Lands, and (o) Ineligible Lands, of Article 1 of
269 this Contract shall no longer be applicable.

270 (c) Notwithstanding any provision of this Contract, the Contractor reserves
271 and shall have all rights and benefits under the Act of July 2, 1956 (70 Stat. 483), to the extent
272 allowed by law.

(d) Notwithstanding any provision of this Contract, the Contractor reserves and shall have all rights and benefits under the Act of June 21, 1963 (77 Stat. 68), to the extent allowed by law.

WATER TO BE MADE AVAILABLE AND DELIVERED FOR THE CONTRACTOR

3. (a) During each Year, consistent with all applicable State water rights, permits, and licenses, Federal law, the Settlement including the SJRRSA, and subject to the provisions set forth in Articles 12 and 13 of this Contract, the Contracting Officer shall make available for delivery to the Contractor 1,200 acre-feet of Class 1 Water for irrigation and M&I purposes. The quantity of 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.

(b) Omitted.

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

(d) The Contractor shall make reasonable and beneficial use of all Project Water or other water furnished pursuant to this Contract. Groundwater recharge programs, groundwater banking programs, surface water storage programs, and other similar programs utilizing Project Water or other water furnished pursuant to this Contract conducted within the Contractor's Service Area which are consistent with applicable State law and result in use consistent with applicable Federal Reclamation law will be allowed; *Provided, That* any direct recharge program(s) is (are) described in the Contractor's Water Conservation Plan submitted pursuant to Article 25 of this Contract; *Provided, further, That* such Water Conservation Plan demonstrates sufficient lawful uses exist in the Contractor's Service Area so that using a long-

term average, the quantity of Delivered Water is demonstrated to be reasonable for such uses and in compliance with Federal Reclamation law. Groundwater recharge programs, groundwater banking programs, surface water storage programs, and other similar programs utilizing Project Water or other water furnished pursuant to this Contract conducted outside the Contractor's Service Area may be permitted upon written approval of the Contracting Officer, which approval will be based upon environmental documentation, Project Water rights, and Project operational concerns. The Contracting Officer will address such concerns in regulations, policies, or guidelines.

(e) The Contractor shall comply with requirements applicable to the Contractor in biological opinion(s) prepared as a result of a consultation regarding the execution of any water service contract between the Contracting Officer and the Contractor in effect immediately prior to the Effective Date undertaken pursuant to Section 7 of the Endangered Species Act of 1973 (ESA), as amended, that are within the Contractor's legal authority to implement. The Contractor shall comply with the limitations or requirements imposed by environmental documentation applicable to the Contractor and within its legal authority to implement regarding specific activities, including conversion of Irrigation Water to M&I Water. Nothing herein shall be construed to prevent the Contractor from challenging or seeking judicial relief in a court of competent jurisdiction with respect to any biological opinion or other environmental documentation referred to in this Article of this Contract.

(f) Subject to subdivisions (l) and (n) of this Article of this Contract, 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 in this Article of this Contract during the Year without adversely impacting the Project or other Project Contractors and consistent with the Secretary's legal obligations. At the request of the Contractor, the Contracting Officer will consult with the Contractor prior to making such a determination. Subject to subdivisions (l) and (n) of this Article of this Contract, 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.

(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 "carryover." The Contractor may request permission to use during the current Year a quantity of Project Water which may be made available by the United States to the Contractor during the subsequent Year referred to as "pre-use." The Contracting Officer's written approval may permit such uses in accordance with applicable statutes, regulations, guidelines, and policies.

(h) The Contractor's right pursuant to Federal Reclamation law and applicable State law to the reasonable and beneficial use of the Water Delivered pursuant to this Contract

shall not be disturbed so long as the Contractor shall fulfill all of its obligations under this Contract. Nothing in the preceding sentence shall affect the Contracting Officer's ability to impose shortages under Article 12 or subdivision (b) of Article 13 of this Contract.

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

(j) The Contracting Officer shall make reasonable efforts to protect the water rights and other rights described in the fifth (5th) Explanatory Recital of this Contract and to provide the water available under this Contract. The Contracting Officer shall not object to participation by the Contractor, in the capacity and to the extent permitted by law, in administrative proceedings related to the water rights and other rights described in the fifth (5th) Explanatory Recital of this Contract; *Provided, however, That* the Contracting Officer retains the right to object to the substance of the Contractor's position in such a proceeding.

(k) Project Water furnished to the Contractor during any month designated in a schedule or revised schedule submitted by the Contractor and approved by the Contracting Officer shall be deemed to have been accepted by the Contractor as Class 1 Water to the extent that Class 1 Water is called for in such schedule for such month and shall be deemed to have been accepted as Class 2 Water to the extent Class 2 Water is called for in such schedule for such month. If in any month the Contractor diverts a quantity of water in addition to the total amount of Class 1 Water and Class 2 Water set forth in the Contractor's approved schedule or revised schedule for such month, such additional diversions shall be charged first against the

Contractor's remaining Class 2 Water supply available in the current Year. To the extent the Contractor's remaining Class 2 Water supply available in the current Year is not sufficient to account for such additional diversions, such additional diversions shall be charged against the Contractor's remaining Class 1 Water supply available in the current Year. To the extent the Contractor's remaining Class 1 Water and Class 2 Water supplies available in the current Year are not sufficient to account for such additional diversions, such additional diversions shall be charged first against the Contractor's available Class 2 Water supply and then against the Contractor's available Class 1 Water supply, both for the following Year. Payment for all additional diversions of water shall be made in accordance with Article 7 of this Contract.

(l) If the Contracting Officer determines there is a Project Water supply available at Friant Dam as the result of an unusually large water supply not otherwise storable for Project purposes or infrequent and otherwise unmanaged flood flows of short duration, such water will be made available to the Contractor and others under Section 215 of the Act of October 12, 1982, pursuant to the priorities specified below if the Contractor enters into a temporary contract with the United States not to exceed one (1) year for the delivery of such water or as otherwise provided for in Federal Reclamation law and associated regulations. Such water may be identified by the Contractor either (i) as additional water to supplement the supply of Class 1 Water and/or Class 2 Water made available to it pursuant to this Contract or, (ii) upon written notification to the Contracting Officer, as water to be credited against the Contractor's Class 2 Water supply available pursuant to this Contract. The Contractor shall deliver such water to Eligible Lands, or to Excess Lands in accordance with this Article. The Contracting Officer shall make water determined to be available pursuant to this subsection according to the

383 following priorities: first, to contractors for Class 1 Water and/or Class 2 Water within the Friant
384 Division; second, to contractors in the Cross Valley Division of the Project. The Contracting
385 Officer will consider requests from other parties for Section 215 Water for use within the area
386 identified as the Friant Division service area in the environmental assessment developed in
387 connection with the execution of the Existing Contract.

388 (m) Nothing in this Contract, nor any action or inaction of the Contractor or
389 Contracting Officer in connection with the implementation of this Contract, is intended to
390 override, modify, supersede or otherwise interfere with any term or condition of the water rights
391 and other rights referred in the fifth (5th) Explanatory Recital of this Contract.

392 (n) The rights of the Contractor under this Contract are subject to the terms of
393 the contract for exchange waters, dated July 27, 1939, between the United States and the San
394 Joaquin and Kings River Canal and Irrigation Company, Incorporated, et al., (hereinafter referred
395 to as the Exchange Contractors), Contract No. I1r-1144, as amended. The United States agrees
396 that it will not deliver to the Exchange Contractors thereunder waters of the San Joaquin River
397 unless and until required by the terms of said contract, and the United States further agrees that it
398 will not voluntarily and knowingly determine itself unable to deliver to the Exchange
399 Contractors entitled thereto from water that is available or that may become available to it from
400 the Sacramento River and its tributaries or the Sacramento-San Joaquin Delta those quantities
401 required to satisfy the obligations of the United States under said Exchange Contract and under
402 Schedule 2 of the Contract for Purchase of Miller and Lux Water Rights (Contract I1r-1145,
403 dated July 27, 1939).

TIME FOR DELIVERY OF WATER

4. (a) On or about February 20 of each Calendar Year, the Contracting Officer shall announce the Contracting Officer's initial declaration of the Water Made Available. The declaration will be updated monthly and more frequently if necessary, based on then-current operational and hydrologic conditions and a new declaration with changes, if any, to the Water Made Available will be made. The Contracting Officer shall provide forecasts of Project operations and the basis of the estimate, with relevant supporting information, upon the written request of the Contractor. Concurrently with the declaration of the Water Made Available, the Contracting Officer shall provide the Contractor with the updated Long Term Historic Average. The declaration of Project operations will be expressed in terms of both Water Made Available and the Long Term Historic Average.

(b) On or before each March 1 and at such other times as necessary, the Contractor shall submit to the Contracting Officer a written schedule, satisfactory to the Contracting Officer, showing the monthly quantities of Project Water to be delivered by the United States to the Contractor pursuant to this Contract for the Year commencing on such March 1. The Contracting Officer shall use all reasonable means to deliver Project Water according to the approved schedule for the Year commencing on such March 1.

(c) The Contractor shall not schedule Project Water in excess of the quantity of Project Water the Contractor intends to put to reasonable and beneficial use within the Contractor's Service Area, or to sell, transfer or exchange pursuant to Article 9 of this Contract during any Year.

(d) Subject to the conditions set forth in subdivision (a) of Article 3 of this Contract, the United States shall deliver Project Water to the Contractor in accordance with the initial schedule submitted by the Contractor pursuant to subdivision (b) of this Article, or any written revision(s), satisfactory to the Contracting Officer, thereto submitted within a reasonable time prior to the date(s) on which the requested change(s) is/are to be implemented; Provided, *That* the total amount of water requested in that schedule or revision does not exceed the quantities announced by the Contracting Officer pursuant to the provisions of subdivision (a) of Article 3 of this Contract, and the Contracting Officer determines that there will be sufficient capacity available in the appropriate Friant Division Facilities to deliver the water in accordance with that schedule; Provided, further, *That* the Contractor shall not schedule the delivery of any water during any period as to which the Contractor is notified by the Contracting Officer or Operating Non-Federal Entity that Project facilities required to make deliveries to the Contractor will not be in operation because of scheduled O&M.

(e) The Contractor may, during the period from and including November 1 of each Year through and including the last day of February of that Year, request delivery of any amount of the Class 1 Water estimated by the Contracting Officer to be made available to it during the following Year. The Contractor may, during the period from and including January 1 of each Year (or such earlier date as may be determined by the Contracting Officer) through and including the last day of February of that Year, request delivery of any amount of Class 2 Water estimated by the Contracting Officer to be made available to it during the following Year. Such water shall hereinafter be referred to as pre-use water. Such request must be submitted in writing by the Contractor for a specified quantity of pre-use and shall be subject to the approval of the

Contracting Officer. Payment for pre-use water so requested shall be at the appropriate Rate(s) for the following Year in accordance with Article 7 of this Contract and shall be made in advance of delivery of any pre-use water. The Contracting Officer shall deliver such pre-use water in accordance with a schedule or any revision thereof submitted by the Contractor and approved by the Contracting Officer, to the extent such water is available and to the extent such deliveries will not interfere with the delivery of Project Water entitlements to other Friant Division contractors or the physical maintenance of the Project facilities. The quantities of pre-use Water Delivered pursuant to this subdivision shall be deducted from the quantities of water that the Contracting Officer would otherwise be obligated to make available to the Contractor during the following Year; Provided, That the quantity of pre-use water to be deducted from the quantities of either Class 1 Water or Class 2 Water to be made available to the Contractor in the following Year shall be specified by the Contractor at the time the pre-use water is requested or as revised in its first schedule for the following Year submitted in accordance with subdivision (b) of this Article of this Contract, based on the availability of the following Year water supplies as determined by the Contracting Officer.

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 a 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, the Operating Non-Federal Entity, or other appropriate entity shall make all reasonable efforts to maintain sufficient flows and levels of

water in the Friant-Kern Canal to deliver Project Water to the Contractor at specific turnouts established pursuant to subdivision (a) of this Article of this Contract.

(c) The Contractor shall deliver Irrigation Water in accordance with any applicable land classification provisions of Federal Reclamation law and 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 United States, the Operating Non-Federal Entity or other appropriate entity as designated by the Contracting Officer (hereafter "other appropriate entity") at the point or points of delivery established pursuant to subdivision (a) of this Article of this Contract. Upon the request of either party to this Contract, the Contracting Officer shall investigate, or cause to be investigated by the responsible Operating Non-Federal Entity, the accuracy of such measurements and shall take any necessary steps to adjust any errors appearing therein. For any period of time when accurate measurements have not been made, the Contracting Officer shall consult with the Contractor and the responsible Operating Non-Federal Entity prior to making a final determination of the quantity delivered for that period of time.

(e) Neither the Contracting Officer nor any Operating Non-Federal Entity shall be responsible for the control, carriage, handling, use, disposal, or distribution of Project Water Delivered to the Contractor pursuant to this Contract beyond the delivery points specified in subdivision (a) of this Article of this Contract. The Contractor shall indemnify the United States, its officers, employees, agents, and assigns on account of damage or claim of damage of

any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such Project Water beyond such delivery points, except for any damage or claim arising out of: (i) acts or omissions of the Contracting Officer or any of its officers, employees, agents, or assigns, including any responsible Operating Non-Federal Entity, with the intent of creating the situation resulting in any damage or claim; (ii) willful misconduct of the Contracting Officer or any of its officers, employees, agents, or assigns, including any responsible Operating Non-Federal Entity; (iii) negligence of the Contracting Officer or any of its officers, employees, agents, or assigns including any responsible Operating Non-Federal Entity; or (iv) damage or claims resulting from a malfunction of facilities owned and/or operated by the United States or responsible Operating Non-Federal Entity; Provided, That the Contractor is not the Operating Non-Federal Entity that owned or operated the malfunctioning facility(ies) from which the damage claim arose.

MEASUREMENT OF WATER WITHIN THE CONTRACTOR'S SERVICE AREA

6. (a) The Contractor has established a measurement program satisfactory to the Contracting Officer; 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, and maintaining and repairing all such measuring devices and implementing all such water measuring methods at no cost to the United States. The Contractor shall use the information obtained from such water measuring

513 devices or water measuring methods to ensure its proper management of the water, to bill water
514 users for water delivered by the Contractor; and, if applicable, to record water delivered for M&I
515 purposes by customer class as defined in the Contractor's water conservation plan provided for
516 in Article 25 of this Contract. Nothing herein contained, however, shall preclude the Contractor
517 from establishing and collecting any charges, assessments, or other revenues authorized by
518 California law.

519 (b) To the extent the information has not otherwise been provided, upon
520 execution of this Contract, the Contractor shall provide to the Contracting Officer a written
521 report describing the measurement devices or water measuring methods being used or to be used
522 to implement subdivision (a) of this Article of this Contract and identifying the agricultural
523 turnouts and the M&I service connections or alternative measurement programs approved by the
524 Contracting Officer, at which such measurement devices or water measuring methods are being
525 used, and, if applicable, identifying the locations at which such devices and/or methods are not
526 yet being used including a time schedule for implementation at such locations. The Contracting
527 Officer shall advise the Contractor in writing within sixty (60) days as to the adequacy of, and
528 necessary modifications, if any, of the measuring devices or water measuring methods identified
529 in the Contractor's report and if the Contracting Officer does not respond in such time, they shall
530 be deemed adequate. If the Contracting Officer notifies the Contractor that the measuring
531 devices or methods are inadequate, the parties shall within sixty (60) days following the
532 Contracting Officer's response, negotiate in good faith the earliest practicable date by which the
533 Contractor shall modify said measuring devices and/or measuring methods as required by the
534 Contracting Officer to ensure compliance with subdivision (a) of this Article of this Contract.

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

(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 on or before the twentieth (20th) calendar day of each month of the quantity of Irrigation and M&I Water taken during the preceding month.

RATES, METHOD OF PAYMENT FOR WATER AND ACCELERATED REPAYMENT OF FACILITIES

7. (a) Notwithstanding the Contractor's full prepayment of the Repayment Obligation pursuant to Section 4011, subsection (a)(2)(A) and subsection (a)(3)(A) of the WIIN Act, as set forth in Exhibit "C", and any payments required pursuant to Section 4011, subsection (b) of the WIIN Act, to reflect the adjustment for the final cost allocation as described in this Article, subsection (b), the Contractor's Project construction and other obligations shall be determined 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, consistent with the WIIN Act; and 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 transfers, or any other mechanism as may be agreed to in writing by the Contractor and the Contracting Officer. The Rates, Charges, and

Tiered Pricing Component applicable to the Contractor upon execution of this Contract are set forth in Exhibit "B", as may be revised annually.

(1) The Contractor shall pay the United States as provided for in this Article of this Contract for all Delivered Water at Rates, Charges, and Tiered Pricing Component in accordance with policies for Irrigation Water and M&I Water. The Contractor's Rates shall be established to recover its estimated reimbursable costs included in the operation and maintenance component of the Rate and amounts established to recover deficits and other charges, if any, including construction costs as identified in the following subdivisions.

(2) In accordance with the WIIN Act, the Contractor's allocable share of Project construction costs will be repaid pursuant to the provisions of this Contract.

(A) The amount due and payable to the United States, pursuant to the WIIN Act, shall be the Repayment Obligation. The Repayment Obligation has been computed by the Contracting Officer in a manner consistent with the WIIN Act and is set forth as a lump sum payment (M&I and Irrigation) and as four (4) approximately equal annual installments (Irrigation Only) to be repaid no later than three (3) years after the Effective Date as set forth in Exhibit "C". The Repayment Obligation is due in lump sum by March 1, 2022 as provided by the WIIN Act. The Contractor must provide appropriate notice to the Contracting Officer in writing no later than thirty (30) days prior to the Effective Date, if electing to repay the amount due using the lump sum alternative. If such notice is not provided by such date, the Contractor shall be deemed to have elected the installment payment alternative, in which case, the first such payment shall be made no later March 1, 2022. The second payment shall be made no later than the first anniversary of the first payment date. The third payment shall be made no

580 later than the second anniversary of the first payment date. The final payment shall be made no
581 later than January 1, 2025. If the installment payment option is elected by the Contractor, the
582 Contractor may pre-pay the remaining portion of the Repayment Obligation by giving the
583 Contracting Officer sixty (60) days written notice, in which case, the Contracting Officer shall
584 re-compute the remaining amount due to reflect the pre-payment using the same methodology as
585 was used to compute the initial annual installment payment amount, which is illustrated in
586 Exhibit "C". Notwithstanding any Additional Capital Obligation that may later be established,
587 receipt of the Contractor's payment of the Repayment Obligation to the United States shall fully
588 and permanently satisfy the Existing Capital Obligation.

589 (B) Additional Capital Obligations that are not reflected in, the
590 schedules referenced in Exhibit "C" and properly assignable to the Contractor, shall be repaid as
591 prescribed by the WIIN Act without interest except as required by law. Consistent with Federal
592 Reclamation law, interest shall continue to accrue on the M&I portion of the Additional Capital
593 Obligation assigned to the Contractor until such costs are paid. Increases or decreases in the
594 Additional Capital Obligation assigned to the Contractor caused solely by annual adjustment of
595 the Additional Capital Obligation assigned to each Project Contractor by the Secretary shall not
596 be considered in determining the amounts to be paid pursuant to this subdivision (a)(2)(B),
597 however, will be considered under subdivision (b) of this Article. A separate agreement shall be
598 established by the Contractor and the Contracting Officer to accomplish repayment of the
599 Additional Capital Obligation assigned to the Contractor within the timeframe prescribed by the
600 WIIN Act, subject to the following:

(1) If the collective Additional Capital Obligation properly assignable to the contractors exercising conversion under Section 4011 of the WIIN Act is less than five million dollars (\$5,000,000), then the portion of such costs properly assignable to the Contractor shall be repaid not more than five (5)-years after the Contracting Officer notifies the Contractor of the Additional Capital Obligation; Provided, That the reference to the amount of five million dollars (\$5,000,000) shall not be a precedent in any other context.

(2) If the collective Additional Capital Obligation properly assignable to the contractors exercising conversion under Section 4011 of the WIIN Act is equal to or greater than five million dollars (\$5,000,000), then the portion of such costs properly assignable to the Contractor shall be repaid as provided by applicable Federal Reclamation law and Project ratesetting policy; Provided, That the reference to the amount of five million dollars (\$5,000,000) shall not be a precedent in any other context.

(b) In the event that the final cost allocation referenced in Section 4011(b) of the WIIN Act determines that the costs properly assignable to the Contractor are greater than what has been paid by the Contractor, the Contractor shall be obligated to pay the remaining allocated costs. The term of such additional repayment contract shall be not less than one (1) year and not more than ten (10) years, however, mutually agreeable provisions regarding the rate of repayment of such amount may be developed by the Contractor and Contracting Officer. In the event that the final cost allocation indicates that the costs properly assignable to the Contractor are less than what the Contractor has paid, the Contracting Officer shall credit such overpayment as an offset against any outstanding or future obligations of the Contractor, with the exception of Restoration Fund charges pursuant to Section 3407(d) of Pub. L. 102-575.

(c) The Contracting Officer shall notify the Contractor of the Rates, Charges, and Tiered Pricing Component 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 (2) 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 and Tiered Pricing Component for Project Water for the following Year and the computations and cost allocations upon which those Rates are based. The Contractor shall be allowed not less than two (2) months to review and comment on such computations and cost allocations. By December 31 of each Calendar Year, the Contracting Officer shall provide the Contractor with the final Rates and Tiered Pricing Component to be in effect for the upcoming Year, and such notification shall revise Exhibit "B".

(d) At the time the Contractor submits the Contractor's 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 of this Contract, for the Project Water scheduled to be delivered pursuant to this Contract during the

first two (2) 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 of this Contract, 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 sixty (60) days after the delivery of Project Water carried over under subdivision (g) of Article 3 of this Contract if such water is not delivered by the last day of February.

(e) The Contractor shall also make a payment in addition to the Rate(s) in subdivision (d) of this Article of this Contract to the United States for Water Delivered, at the Charges and the appropriate Tiered Pricing Component then in effect, before the end of the month following the month of delivery; Provided, That the Contractor may be granted an

exception from the Tiered Pricing Component pursuant to subdivision (k)(2) of this Article of this Contract. 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/Entities or, if there is no Operating Non-Federal Entity, by the Contracting Officer. Such water delivery report shall be the basis for payment of Charges and Tiered Pricing Components by the Contractor, and shall be provided to the Contractor by the Contracting Officer (as applicable) within five (5) days after the end of the month of delivery. The water delivery report shall be deemed a bill basis for payment of Charges and the applicable Tiered Pricing Component 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 Charges and the Tiered Pricing Component shall be computed pursuant to Article 20 of this Contract.

(f) 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 (f) 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 of this Contract.

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

(h) All revenues received by the United States from the Contractor relating to the delivery of Project Water or the delivery of non-project water through Project facilities shall

689 be allocated and applied in accordance with Federal Reclamation law and the associated rules or
690 regulations, and the then-current Project ratesetting policies for M&I Water or Irrigation Water.

691 (i) The Contracting Officer shall keep its accounts pertaining to the
692 administration of the financial terms and conditions of its long-term contracts, in accordance
693 with applicable Federal standards, so as to reflect the application of Project costs and revenues.
694 The Contracting Officer shall, each Year upon request of the Contractor, provide to the
695 Contractor a detailed accounting of all Project and Contractor expense allocations, the
696 disposition of all Project and Contractor revenues, and a summary of all water delivery
697 information. The Contracting Officer and the Contractor shall enter into good faith negotiations
698 to resolve any discrepancies or disputes relating to accountings, reports, or information.

699 (j) The parties acknowledge and agree that the efficient administration of this
700 Contract is their mutual goal. Recognizing that experience has demonstrated that mechanisms,
701 policies, and procedures used for establishing Rates, Charges, and Tiered Pricing Component,
702 and/or for making and allocating payments, other than those set forth in this Article of this
703 Contract may be in the mutual best interest of the parties, it is expressly agreed that the parties
704 may enter into agreements to modify the mechanisms, policies, and procedures for any of those
705 purposes while this Contract is in effect without amending this Contract.

706 (k) (1) Beginning at such time as deliveries of Class 1 Water and Class 2
707 Water in a Year exceed eighty (80) percent of the Contract Total, then before the end of the
708 month following the month of delivery the Contractor shall make an additional payment to the
709 United States equal to the applicable Tiered Pricing Component. The Tiered Pricing Component
710 for the total of the deliveries of Class 1 Water and Class 2 Water in excess of eighty (80) percent

of the Contract Total, but less than or equal to ninety (90) percent of the Contract Total, shall equal the one-half of the difference between the Rate established under subdivision (a) of this Article and the Irrigation Full Cost Water Rate or M&I Full Cost Water Rate, whichever is applicable. The Tiered Pricing Component for the total of the deliveries of Class 1 Water and Class 2 Water which exceeds ninety (90) percent of the Contract Total shall equal the difference between (i) the Rate established under subdivision (a) of this Article of this Contract and (ii) the Irrigation Full Cost Water Rate or M&I Full Cost Water Rate, whichever is applicable.

(2) Subject to the Contracting Officer's written approval, the Contractor may request and receive an exemption from such Tiered Pricing Component for Project Water Delivered to produce a crop which the Contracting Officer determines will provide significant and quantifiable habitat values for waterfowl in fields where the water is used and the crops are produced; Provided, That the exemption from the Tiered Pricing Component for Irrigation Water shall apply only if such habitat values can be assured consistent with the purposes of the CVPIA through binding agreements executed with or approved by the Contracting Officer prior to use of such water.

(3) For purposes of determining the applicability of the Tiered Pricing Component pursuant to this Article of this Contract, Water Delivered shall include Project Water that the Contractor transfers to others, but shall not include Project Water transferred and delivered to the Contractor.

(l) For the term of this Contract, Rates applied under the respective ratesetting policies will be established to recover only reimbursable O&M (including any deficits) and capital costs of the Project, as those terms are used in the then-current Project

ratesetting policies, and interest, where appropriate, except in instances where a minimum Rate is applicable in accordance with the relevant Project ratesetting policy. Changes of significance in practices which implement the Contracting Officer's ratesetting policies will not be implemented until the Contracting Officer has provided the Contractor an opportunity to discuss the nature, need, and impact of the proposed change.

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

(n) Pursuant to the Act of October 27, 1986 (100 Stat. 3050), the Contracting Officer is authorized to adjust determinations of ability to pay every five (5) years.

NON-INTEREST BEARING O&M 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 therefore shall have no further liability.

SALES, TRANSFERS, AND 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 subdivisions (b) and (c) of this Article of this Contract. No such sales, transfers, or exchanges shall be approved absent compliance with appropriate environmental documentation including but not limited to the National Environmental Policy Act (NEPA) and the 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 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, the Contracting Officer has prepared, as appropriate, necessary environmental documentation including, but not limited to, the NEPA and the ESA analyzing annual transfers among Contractors within the same geographical area and the Contracting Officer shall determined that such Project Water sales, transfers, and exchanges comply with applicable law.

(c) Water transfers analyzed in the environmental documentation referenced in subdivision (b) of this Article of this Contract, shall be conducted with advance notice to the Contracting Officer, but shall not require prior written approval by the Contracting Officer.

(d) The environmental documentation and the Contracting Officer's compliance determination for transactions described in subdivision (b) of this Article of this Contract shall be reviewed every five (5) years and updated, as necessary, prior to the expiration of the then-existing five (5)- year period. All subsequent environmental documentation shall include an alternative to evaluate not less than the quantity of Project Water historically sold, transferred, or exchanged within the same geographical area.

(e) For transfers to qualify under subdivision (b) of this Article of this Contract such Project Water sale, transfer, or exchange must: (i) be for irrigation purposes for lands irrigated within the previous three (3) years, for M&I use, groundwater recharge, groundwater banking, 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 One Thousand Dollars (\$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 thirty (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 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 24 of this Contract.

TEMPORARY REDUCTIONS – RETURN FLOWS

11. (a) The Contracting Officer shall make all reasonable efforts to optimize delivery of the Contract Total subject to: (i) the authorized purposes and priorities of the Project; (ii) the requirements of Federal law and the Settlement; and (iii) the obligations of the United States under existing contracts, or renewals thereof, providing for water deliveries from the Project.

(b) The Contracting Officer or Operating Non-Federal Entity may temporarily discontinue or reduce the quantity of Water Delivered to the Contractor as herein provided for the purposes of investigation, inspection, maintenance, repair, or replacement of any of the

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

(c) The United States reserves the right to all seepage and return flow water derived from Water Delivered to the Contractor hereunder which escapes or is discharged beyond the Contractor's Service Area; Provided, That this shall not be construed as claiming for the United States any right as seepage or return flow to water being used pursuant to this Contract for surface irrigation or underground storage either being put to reasonable and beneficial use pursuant to this Contract within the Contractor's Service Area by the Contractor or those claiming by, through, or under the Contractor. For purposes of this subdivision, groundwater recharge, groundwater banking and all similar groundwater activities will be deemed to be underground storage.

CONSTRAINTS ON THE AVAILABILITY OF WATER

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

(b) If there is a Condition of Shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought, and other physical or natural

causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then, except as provided in subdivision (a) of Article 17 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) The United States shall not execute contracts which together with this Contract, shall in the aggregate provide for furnishing Class 1 Water in excess of 800,000 acre-feet per Year or Class 2 Water in excess of 1,401,470 acre-feet per Year; Provided, That, subject to subdivision (l) of Article 3 of this Contract, the limitation placed on Class 2 Water contracts shall not prohibit the United States from entering into temporary contracts of one year or less in duration for delivery of Project Water to other entities if such water is not necessary to meet the schedules as may be submitted by all Friant Division Project Contractors entitled to receive Class 1 Water and/or Class 2 Water under their contracts. Nothing in this subdivision shall limit the Contracting Officer's ability to take actions that result in the availability of new water supplies to be used for Project purposes and allocating such new supplies; Provided, That the Contracting Officer shall not take such actions until after consultation with the Friant Division Project Contractors.

(d) The Contracting Officer shall not deliver any Class 2 Water pursuant to this or any other contract heretofore or hereafter entered into any Year unless and until the Contracting Officer determines that the cumulative total quantity of Class 1 Water specified in subdivision (c) of this Article of this Contract will be available for delivery in said Year. If the Contracting Officer determines there is or will be a shortage in any Year in the quantity of Class 1 Water available for delivery, the Contracting Officer shall apportion the available Class 1 Water among all Contractors entitled to receive such water that will be made available at Friant Dam in accordance with the following:

(1) A determination shall be made of the total quantity of Class 1 Water at Friant Dam which is available for meeting Class 1 Water contractual commitments, the amount so determined being herein referred to as the available supply.

(2) The total available Class 1 supply shall be divided by the Class 1 Water contractual commitments, the quotient thus obtained being herein referred to as the Class 1 apportionment coefficient.

(3) The total quantity of Class 1 Water under Article 3 of this Contract shall be multiplied by the Class 1 apportionment coefficient and the result shall be the quantity of Class 1 Water required to be delivered by the Contracting Officer to the Contractor for the respective Year, but in no event shall such amount exceed the total quantity of Class 1 Water specified in subdivision (a) of Article 3 of this Contract.

(e) If the Contracting Officer determines there is less than the quantity of Class 2 Water which the Contractor otherwise would be entitled to receive pursuant to Article 3 of this Contract, the quantity of Class 2 Water which shall be furnished to the Contractor by the Contracting Officer will be determined in the manner set forth in paragraphs (1), (2), and (3), of subdivision (d) of this Article of this Contract substituting the term "Class 2" for the term "Class 1."

(f) In the event that in any Year there is made available to the Contractor, by reason of any shortage or apportionment as provided in subdivisions (a), (d), or (e) of this Article of this Contract, or any discontinuance or reduction of service as set forth in subdivision (b) of Article 11 of this Contract, less than the quantity of water which the Contractor otherwise would be entitled to receive hereunder, there shall be made an adjustment on account of the amounts

890 already paid to the Contracting Officer by the Contractor for Class 1 Water and Class 2 Water
891 for said Year in accordance with Article 10 of this Contract.

892 UNAVOIDABLE GROUNDWATER PERCOLATION

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

897 (b) Upon complete payment of the Repayment Obligation by the Contractor,
898 this Article 13 shall no longer be applicable.

899 COMPLIANCE WITH FEDERAL RECLAMATION LAWS

900
901 14. (a) The parties agree that the delivery of Irrigation Water or use of Federal
902 facilities pursuant to this Contract is subject to Federal Reclamation law, including but not
903 limited to, the Reclamation Reform Act of 1982 (43 U.S.C. 390aa, et seq.), as amended and
904 supplemented, and the rules and regulations promulgated by the Secretary of the Interior under
905 Federal Reclamation law.

906 (b) The terms of this Contract are subject to the Settlement and the SJRRSA.
907 Nothing in this Contract shall be interpreted to limit or interfere with the full implementation of
908 the Settlement and the SJRRSA.

909 PROTECTION OF WATER AND AIR QUALITY

910 15. (a) Omitted.

911 (b) The United States will care for, operate and maintain reserved works in a
912 manner that preserves the quality of the water at the highest level possible as determined by the
913 Contracting Officer. The United States does not warrant the quality of the water delivered to the
914 Contractor and is under no obligation to furnish or construct water treatment facilities to
915 maintain or improve the quality of water delivered to the Contractor.

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

(d) This Article shall not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

WATER ACQUIRED BY THE CONTRACTOR OTHER THAN FROM THE UNITED STATES

16. (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); and (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. The Contractor and the Contracting Officer concur that the Contractor's distribution system was constructed without funds made available pursuant to Federal Reclamation law. The use of this distribution system is not subject to the provisions of this subdivision of this Article.

(b) Water or water rights now owned or hereafter acquired by the Contractor, other than from the United States or adverse to the Project or its contractors (i.e., non-project water), 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 Contracting Officer. In addition, if electrical power is required to pump non-Project water, the Contractor shall be responsible for obtaining the necessary power and paying the necessary charges therefor.

(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 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, and

their respective officers, agents, and employees, from any claim for damage to persons or property, direct or indirect, resulting from Contractor's diversion or extraction of non-project water from any source.

(4) Diversion of such non-Project water into Project facilities shall be consistent with all applicable laws, and if involving groundwater, consistent with any 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 the Contractor 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.

(c) Upon complete payment of the Repayment Obligation by the Contractor, subdivision (a) of this Article 16 shall no longer be applicable.

OPINIONS AND DETERMINATIONS

17. (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 Article of this Contract is intended to or shall affect or alter the standard of judicial review applicable under Federal law to any opinion or

determination implementing a specific provision of Federal law embodied in statute or regulation.

(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 the State of California, and the rules and regulations promulgated by the Secretary. Such determinations shall be made in consultation with the Contractor to the extent reasonably practicable.

COORDINATION AND COOPERATION

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

(b) It is the intent of the Secretary to improve water supply reliability. To carry out this intent:

(1) The Contracting Officer will, at the request of the Contractor, assist in the development of integrated resource management plans for the Contractor. Further,

the Contracting Officer will, as appropriate, seek authorizations for implementation of partnerships to improve water supply, water quality, and reliability.

(2) The Secretary will, as appropriate, pursue program and project implementation and authorization in coordination with Project Contractors to improve the water supply, water quality, and reliability of the Project for all Project purposes.

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

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

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

(c) Without limiting the contractual obligations of the Contracting Officer hereunder, nothing in this Contract shall be construed to limit or constrain the Contracting Officer's ability to communicate, coordinate, and cooperate with the Contractor or other interested stakeholders or to make decisions in a timely fashion as needed to protect health, safety, physical integrity of structures or facilities, or the Contracting Officer's ability to comply with applicable laws.

CHARGES FOR DELINQUENT PAYMENTS

19. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is

delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information,

1070 unless such disclosure is in response to a formal complaint or charge, in furtherance of an
1071 investigation, proceeding, hearing, or action, including an investigation conducted by the
1072 employer, or is consistent with the Contractor's legal duty to furnish information.

1073 (d) The Contractor will send to each labor union or representative of
1074 workers with which it has a collective bargaining agreement or other contract or understanding,
1075 a notice, to be provided by the Contracting Officer, advising the labor union or workers'
1076 representative of the Contractor's commitments under section 202 of Executive Order No.
1077 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places
1078 available to employees and applicants for employment.

1079 (e) The Contractor will comply with all provisions of Executive Order No.
1080 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary
1081 of Labor.

1082 (f) The Contractor will furnish all information and reports required by
1083 Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations, and orders of
1084 the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and
1085 accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation
1086 to ascertain compliance with such rules, regulations, and orders.

1087 (g) In the event of the Contractor's noncompliance with the
1088 nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this
1089 Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may
1090 be declared ineligible for further Government contracts in accordance with procedures
1091 authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may
1092 be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24,
1093 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by
1094 law.

1095 (h) The Contractor will include the provisions of paragraphs (a) through (g)
1096 in every subcontract or purchase order unless exempted by the rules, regulations, or orders
1097 of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of
1098 Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
1099 The Contractor will take such action with respect to any subcontract or purchase order as
1100 may be directed by the Secretary of Labor as a means of enforcing such provisions,
1101 including sanctions for noncompliance: *Provided, however, That* in the event the
1102 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or
1103 vendor as a result of such direction, the Contractor may request the United States to enter
1104 into such litigation to protect the interests of the United States.

GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

21. (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 obligation to the Contractor.

(b) The payment of charges becoming due pursuant to this Contract 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 is in arrears in the advance payment of water rates due the United States. The Contractor shall not deliver water under the terms and conditions of this Contract for lands or parties that are in arrears in the advance payment of water rates as levied or established by the Contractor.

(c) With respect to subdivision (b) of this Article of this Contract, 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 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this Contract in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in

1140 reliance on the representations and agreements made in this Article and that the United
1141 States reserves the right to seek judicial enforcement thereof.

1142 (d) Complaints of discrimination against the Contractor shall be investigated
1143 by the Contracting Officer's Office of Civil Rights.

1144 PRIVACY ACT COMPLIANCE

1145 23. (a) The Contractor shall comply with the Privacy Act of 1974 (Privacy Act)
1146 (5 U.S.C. § 552a) and the Department of the Interior rules and regulations under the Privacy Act
1147 (43 C.F.R. § 2.45, et seq.) in maintaining Landholder certification and reporting records required
1148 to be submitted to the Contractor for compliance with Sections 206, 224(c), and 228 of the
1149 Reclamation Reform Act of 1982 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to 43
1150 C.F.R. § 426.18.

1151 (b) With respect to the application and administration of the criminal penalty
1152 provisions of the Privacy Act (5 U.S.C. § 552a(i)), the Contractor and the Contractor's
1153 employees who are responsible for maintaining the certification and reporting records referenced
1154 in paragraph (a) above are considered to be employees of the Department of the Interior. See 5
1155 U.S.C. § 552a(m).

1156 (c) The Contracting Officer or a designated representative shall provide the
1157 Contractor with current copies of the Department of the Interior Privacy Act regulations and the
1158 Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Interior/WBR-
1159 31, Acreage Limitation) which govern the maintenance, safeguarding, and disclosure of
1160 information contained in the Landholders' certification and reporting records.

1161 (d) The Contracting Officer shall designate a full-time employee of the
1162 Bureau of Reclamation to be the System Manager responsible for making decisions on denials
1163 pursuant to 43 C.F.R. §§ 2.61 and 2.64 and amendment requests pursuant to 43 C.F.R. § 2.72.
1164 The Contractor is authorized to grant requests by individuals for access to their own records.

1165 (e) The Contractor shall forward promptly to the System Manager each
1166 proposed denial of access under 43 C.F.R. § 2.64 and each request for amendment of records
1167 filed under 43 C.F.R. § 2.71; notify the requester accordingly of such referral; and provide the
1168 System Manager with information and records necessary to prepare an appropriate response to
1169 the requester. These requirements do not apply to individuals seeking access to their own
1170 certification and reporting forms filed with the Contractor pursuant to 43 C.F.R. § 426.18 unless
1171 the requester elects to cite the Privacy Act as authority for the request.

1172 (f) Upon complete payment of the Repayment Obligation by the
1173 Contractor, this Article 23 will no longer be applicable.

CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

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

WATER CONSERVATION

25. (a) Prior to the delivery of water provided from or conveyed through Federally constructed or Federally financed facilities pursuant to this Contract, the Contractor shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations). Additionally, an effective water conservation and efficiency program shall be based on the Contractor's water conservation plan that has been determined by the Contracting Officer to meet the conservation and efficiency criteria for evaluating water conservation plans established under Federal law. The water conservation and efficiency program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. Continued Project Water delivery pursuant to this Contract shall be contingent upon the Contractor's continued implementation of such water conservation program. In the event the Contractor's water conservation plan or any revised water conservation plan completed pursuant to subdivision (d) of this Article of this Contract have not

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

(b) Should the amount of M&I Water Delivered pursuant to subdivision (a) of Article 3 of this Contract equal or exceed two thousand (2,000) acre-feet per Year, the Contractor shall implement the Best Management Practices identified by the time frames issued by the Mid-Pacific Region's then-existing conservation and efficiency criteria for such M&I Water unless any such practice is determined by the Contracting Officer to be inappropriate for the Contractor.

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

(d) At five (5)-year intervals, the Contractor shall revise its water conservation plan to reflect the then-existing conservation and efficiency criteria for evaluating water conservation plans established under Federal law and submit such revised water management plan to the Contracting Officer for review and evaluation. The Contracting Officer will then determine if the water conservation plan meets Reclamation's then-existing conservation and efficiency criteria for evaluating water conservation plans established under Federal law.

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

EXISTING OR ACQUIRED WATER OR WATER RIGHTS

26. Except as specifically provided in Article 16 of this Contract, the provisions of this Contract shall not be applicable to or affect non-Project water or water rights now owned or hereafter acquired by the Contractor or any user of such water within the Contractor's Service Area. Any such water shall not be considered Project Water under this Contract. In addition, this Contract shall not be construed as limiting or curtailing any rights which the Contractor or any water user within the Contractor's Service Area acquires or has available under any other contract pursuant to Federal Reclamation law.

OPERATION AND MAINTENANCE BY THE OPERATING NON-FEDERAL ENTITY

27. (a) The O&M of a portion of the Project facilities which serve the Contractor, and responsibility for funding a portion of the costs of such O&M, have been transferred to the Operating Non-Federal Entity by separate agreement between the United States and the Operating Non-Federal Entity. That separate agreement shall not interfere with or affect the rights or obligations of the Contractor or the United States hereunder.

(b) The Contracting Officer has previously notified the Contractor in writing that the O&M of a portion of the Project facilities which serve the Contractor has been transferred to the Operating Non-Federal Entity, and therefore, the Contractor shall pay directly to the Operating Non-Federal Entity, or to any successor approved by the Contracting Officer under the terms and conditions of the separate agreement between the United States and the Operating Non-Federal Entity described in subdivision (a) of this Article of this Contract, all

1242 rates, charges or assessments of any kind, including any assessment for reserve funds, which the
1243 Operating Non-Federal Entity or such successor determines, sets or establishes for (i) the O&M
1244 of the portion of the Project facilities operated and maintained by the Operating Non-Federal
1245 Entity or such successor, or (ii) the Friant Division's share of the operation, maintenance and
1246 replacement costs for physical works and appurtenances associated with the Tracy Pumping
1247 Plant, the Delta-Mendota Canal, the O'Neill Pumping/Generating Plant, the federal share of the
1248 O'Neill Forebay, the Mendota Pool, and the federal share of San Luis Unit joint use conveyance
1249 and conveyance pumping facilities. Such direct payments to the Operating Non-Federal Entity
1250 or such successor shall not relieve the Contractor of its obligation to pay directly to the United
1251 States the Contractor's share of the Project Rates, Charges, and Tiered Pricing Components
1252 except to the extent the Operating Non-Federal Entity collects payments on behalf of the United
1253 States in accordance with the separate agreement identified in subdivision (a) of this Article of
1254 this Contract.

1255 (c) For so long as the O&M of any portion of the Project facilities serving the
1256 Contractor is performed by the Operating Non-Federal Entity, or any successor thereto, the
1257 Contracting Officer shall adjust those components of the Rates for Water Delivered under this
1258 Contract representing the cost associated with the activity being performed by the Operating
1259 Non-Federal Entity or its successor.

1260 (d) In the event the O&M of the Project facilities operated and maintained by
1261 the Operating Non-Federal Entity is re-assumed by the United States during the term of this
1262 Contract, the Contracting Officer shall so notify the Contractor, in writing, and present to the
1263 Contractor a revised Exhibit "B" which shall include the portion of the Rates to be paid by the

Contractor for Project Water under this Contract representing the O&M costs of the portion of such Project facilities which have been re-assumed. The Contractor shall, thereafter, in the absence of written notification from the Contracting Officer to the contrary, pay the Rates, Charges, and Tiered Pricing Component(s) specified in the revised Exhibit "B" directly to the United States in compliance with Article 7 of this Contract.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

28. 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.

BOOKS, RECORDS, AND REPORTS

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

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

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

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

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

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

SEVERABILITY

31. In the event that a person or entity who is neither (i) a party to a Project contract, nor (ii) a person or entity that receives Project Water from a party to a Project contract, nor (iii) an association or other form of organization whose primary function is to represent parties to Project contracts, brings an action in a court of competent jurisdiction challenging the legality or enforceability of a provision included in this Contract and said person, entity, association, or organization obtains a final court decision holding that such provision is legally invalid or unenforceable and the Contractor has not intervened in that lawsuit in support of the plaintiff(s), the parties to this Contract shall use their best efforts to (i) within thirty (30) days of the date of such final court decision identify by mutual agreement the provisions in this Contract which must be revised and (ii) within three (3) months thereafter promptly agree on the appropriate

revision(s). The time periods specified above may be extended by mutual agreement of the parties. Pending the completion of the actions designated above, to the extent it can do so without violating any applicable provisions of law, the United States shall continue to make the quantities of Project Water specified in this Contract available to the Contractor pursuant to the provisions of this Contract which were not found to be legally invalid or unenforceable in the final court decision.

RESOLUTION OF DISPUTES

32. Should any dispute arise concerning any provisions of this Contract, or the parties' rights and obligations thereunder, the parties shall meet and confer in an attempt to resolve the dispute. Prior to the Contractor commencing any legal action, or the Contracting Officer referring any matter to Department of Justice, the party shall provide to the other party thirty (30) days written notice of the intent to take such action; *Provided, That* such notice shall not be required where a delay in commencing an action would prejudice the interests of the party that intends to file suit. During the thirty (30) day notice period, the Contractor and the Contracting Officer shall meet and confer in an attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that the Contractor or the United States may have.

OFFICIALS NOT TO BENEFIT

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

CHANGES IN CONTRACTOR'S ORGANIZATION AND/OR SERVICE AREA

34. (a) While this Contract is in effect, no change may be made in the Contractor's Service Area or organization, by inclusion or exclusion of lands or by any other

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

(b) Within thirty (30) days of receipt of a request for such a change, the Contracting Officer will notify the Contractor of any additional information required by the Contracting Officer for processing said request, and both parties will meet to establish a mutually agreeable schedule for timely completion of the process. Such process will analyze whether the proposed change is likely to: (i) result in the use of Project Water contrary to the terms of this Contract; (ii) impair the ability of the Contractor to pay for Project Water furnished under this Contract or to pay for any Federally-constructed facilities for which the Contractor is responsible; and (iii) have an impact on any Project Water rights applications, permits, or licenses. In addition, the Contracting Officer shall comply with the National Environmental Policy Act and the Endangered Species Act. The Contractor will be responsible for all costs incurred by the Contracting Officer in this process, and such costs will be paid in accordance with Article 24 of this Contract.

FEDERAL LAWS

35. By entering into this Contract, the Contractor does not waive its rights to contest the validity or application in connection with the performance of the terms and conditions of this Contract of any Federal law or regulation; *Provided, That* the Contractor agrees to comply with the terms and conditions of this Contract unless and until relief from application of such Federal

law or regulation to the implementing provision of the Contract is granted by a court of competent jurisdiction.

RECLAMATION REFORM ACT OF 1982

36. (a) Upon a Contractor's compliance with and discharge of the Repayment Obligation pursuant to this Contract, subsections (a) and (b) of Section 213 of the Reclamation Reform Act of 1982 (96 Stat. 1269) shall apply to affected lands.

(b) The obligation of a Contractor to pay the Additional Capital Obligation shall not affect the Contractor's status as having repaid all of the construction costs assignable to the Contractor or the applicability of subsections (a) and (b) of Section 213 of the Reclamation Reform Act of 1982 (96 Stat. 1269) once the Repayment Obligation is paid.

CERTIFICATION OF NONSEGREGATED FACILITIES

37. The Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the

1387 following notice to such proposed subcontractors (except where the proposed subcontractors
1388 have submitted identical certifications for specific time periods):

1389 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
1390 CERTIFICATIONS OF NONSEGREGATED FACILITIES

1391 A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract
1392 exceeding \$10,000 which is not exempt from the provisions of the Equal Employment
1393 Opportunity clause. The certification may be submitted either for each subcontract or for all
1394 subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for
1395 making false statements in offers is prescribed in 18 U.S.C. § 1001.

1396 NOTICES

1397 38. Any notice, demand, or request authorized or required by this Contract shall be
1398 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
1399 delivered to the Area Manager, South-Central California Area Office, 1243 N Street, Fresno,
1400 California 93721 and on behalf of the United States, when mailed, postage prepaid, or delivered
1401 to the Board of Directors of International Water District, 9010 Tollhouse Road, Clovis,
1402 California 93613. The designation of the addressee or the address may be changed by notice
1403 given in the same manner as provided in this Article for other notices.

1404 MEDIUM FOR TRANSMITTING PAYMENT

1405 39. (a) All payments from the Contractor to the United States under this Contract
1406 shall be by the medium requested by the United States on or before the date payment is due. The
1407 required method of payment may include checks, wire transfers, or other types of payment
1408 specified by the United States.

1409 (b) Upon execution of the Contract, the Contractor shall furnish the
1410 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose
1411 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising
1412 out of the Contractor's relationship with the United States.

1413 CONTRACT DRAFTING CONSIDERATIONS

1414 40. This amended Contract has been negotiated and reviewed by the parties hereto,
1415 each of whom is sophisticated in the matters to which this amended Contract pertains. The
1416 double-spaced Articles of this amended Contract have been drafted, negotiated, and reviewed by
1417 the parties, and no one party shall be considered to have drafted the stated Articles. Single-
1418 spaced Articles are standard Articles pursuant to Bureau of Reclamation policy.

1425 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day
1426 and year first above written.

1427 **APPROVED AS TO LEGAL FORM AND
SUFFICIENCY - REVIEWED BY:**

THE UNITED STATES OF AMERICA



1428 **OFFICE OF THE REGIONAL SOLICITOR**
1429 **DEPARTMENT OF THE INTERIOR**
1430
1431

By: _____
Regional Director
Interior Region 10: California-Great Basin
Bureau of Reclamation

1432 (SEAL)

INTERNATIONAL WATER DISTRICT

1433
1434

By: _____
President of the Board of Directors

1435 Attest:


1436 By: _____
1437 Secretary of the Board of Directors

1425 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day
1426 and year first above written.


1427 THE UNITED STATES OF AMERICA

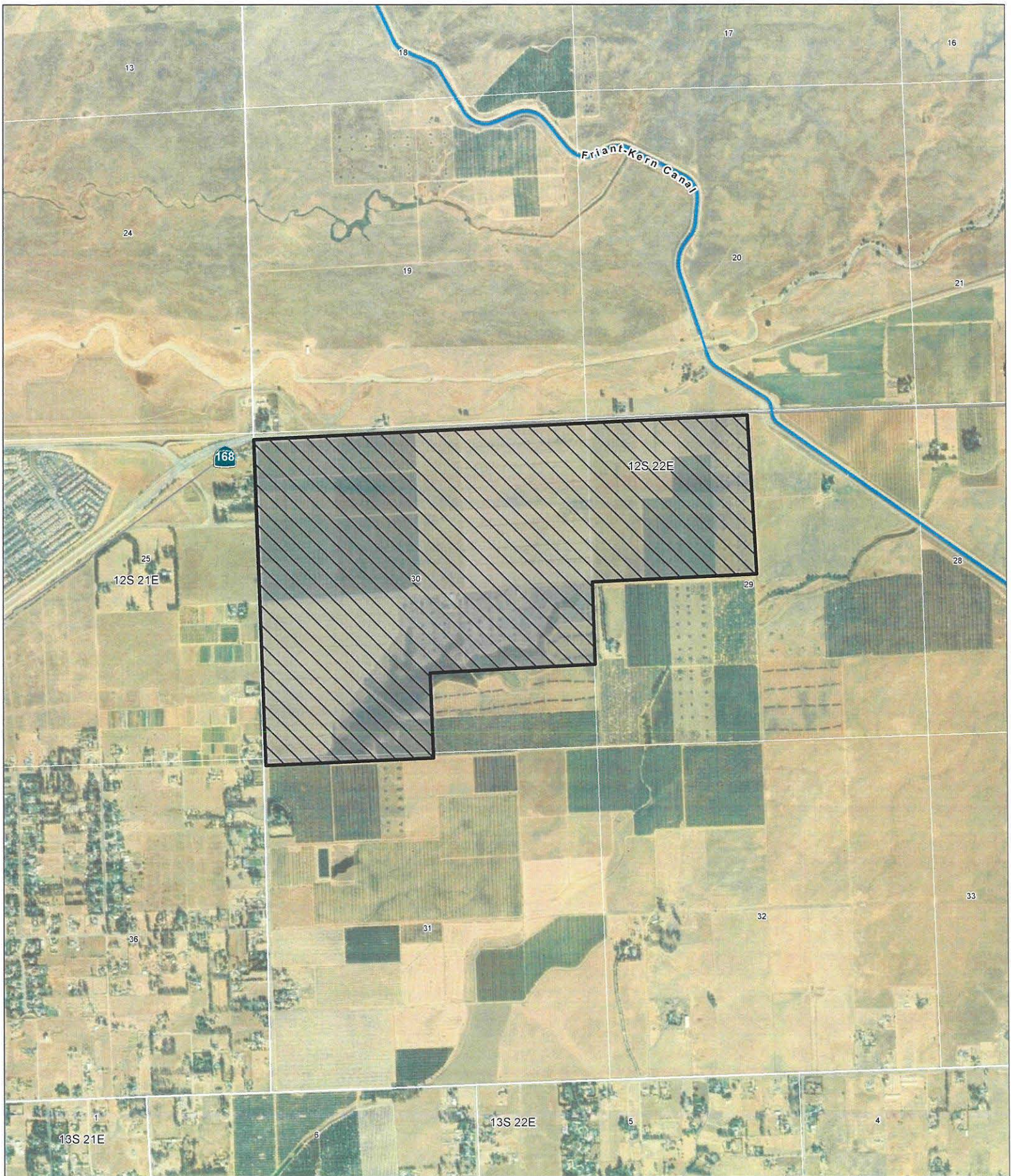
1428 By: 
1429 Regional Director
1430 Interior Region 10: California-Great Basin
1431 Bureau of Reclamation

1432 (SEAL) INTERNATIONAL WATER DISTRICT

1433 By: 
1434 President of the Board of Directors

1435 Attest:

1436 By: 
1437 Secretary of the Board of Directors



- District Boundary
- Contractor's Service Area

International Water District

Contract No. 14-06-200-585A-LTR1-P
Exhibit A



BUREAU OF
RECLAMATION



EXHIBIT B
INTERNATIONAL WATER DISTRICT
2021 Rates and Charges
(Per Acre-Foot)

Description	Irrigation Water Class 1	M&I Water
COST-OF-SERVICE (COS) RATES		
Construction Cost	0	0
O&M Components		
Water Marketing	\$ 8.68	\$ 5.97
Storage	\$ 16.70	\$ 24.62
Conveyance	0	0
Conveyance Pumping	0	0
Deficit Cost	0	0
TOTAL COS RATE	\$ 25.38	\$ 30.59
IRRIGATION FULL COST RATE		
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	TBD	0
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	TBD	0
TIERED PRICING COMPONENTS (Payment in addition to COS rates)		
IRRIGATION		
<i>Tier 2 Rate: >80% <90% of Contract Total [Section 202(3) Irrigation Full-Cost Rate – COS Rate]/2 (Amount to be added to Tier 1 Rate)</i>	TBD	
<i>Tier 3 Rate: >90% of Contract Total [Section 202(3) irrigation Full-Cost Rate – COS Rate]/2 (Amount to be added to Tier 1 Rate)</i>	TBD	
CHARGES AND ASSESSMENTS (Payment in addition to COS rates)		
P.L. 102-575 Surcharges		
Restoration Fund Payment [Section 3407(d)(2)(A)]	\$ 11.23	\$ 22.46
Friant Surcharge [Section 3407(d)(2)(A)]	\$ 7.00	\$ 7.00
P.L. 106-377 Assessments		
Trinity Public Utilities District [Appendix B, Section 203]	\$ 0.15	\$ 0.15

EXPLANATORY NOTES

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

EXHIBIT C
Repayment Obligation - Current Calculation under the WIIN Act,
Section 4011 (a) (2)

Unpaid Construction Cost from the 2021 Water Rate Books*

Contractor: International WD
Facility: Friant-Kern Canal
Contract: 14-06-200-585A-LTR1-P

Irrigation Construction Cost (2021 Irrigation Ratebook, Schedule A-2Ba)

Description	Unpaid Cost	Discount
Construction Cost	\$ 138,177	0
2020 Repayment (Estimate) **	\$ 23,672	0
Adjusted Construction Cost	\$ 114,505	\$ 108,693
Intertie Construction Cost (N/A):	0	0
Total	\$ 114,505	\$ 108,693
If Paid in Installments (Used 20 yr CMT)		
Payment 1, Due 1/1/2022****		\$ 27,818
Payment 2, Due 1/1/2023****		\$ 27,818
Payment 3, Due 1/1/2024****		\$ 27,818
Payment 4, Due 1/1/2025****		\$ 27,818
Total Installment Payments		\$ 111,273
20 yr CMT Rates - 11/26/2021 (to be adjusted to effective date of contract)@		1.890%
Discount Rate (1/2 of the Treasury Rate per the WIIN Act, Section 4011(a)(2)(A))		0.945%

M&I Construction Cost (2021 M&I Ratebook, Sch A-2Ba)

Description	Unpaid Cost
Construction Cost	\$ 0
2020 Repayment (Estimate) **	\$ 0
Adjusted Construction Cost***:	\$ 0

Calculation Support: Irrigation Lump Sum or First Payment****
Days Until the End of the Fiscal Year

1/1/2022
272

Unpaid Allocated Construction Cost = UACC

Unpaid Intertie Construction Cost = UICC

UACC Fiscal Year	UACC Beginning Balance	UACC Straight Line Repayment	UACC Present Value	UICC Beginning Balance	UICC Straight Line Repayment	UICC Present Value	Total Present Value
2021	\$ 114,505	\$ 11,451	\$ 11,264	\$0	\$0	\$0	\$ 11,264
2022	\$ 103,055	\$ 11,451	\$ 11,237	\$0	\$0	\$0	\$ 11,237
2023	\$ 91,604	\$ 11,451	\$ 11,132	\$0	\$0	\$0	\$ 11,132
2024	\$ 80,154	\$ 11,451	\$ 11,028	\$0	\$0	\$0	\$ 11,028
2025	\$ 68,703	\$ 11,451	\$ 10,925	\$0	\$0	\$0	\$ 10,925
2026	\$ 57,253	\$ 11,451	\$ 10,822	\$0	\$0	\$0	\$ 10,822
2027	\$ 45,802	\$ 11,451	\$ 10,721	\$0	\$0	\$0	\$ 10,721
2028	\$ 34,352	\$ 11,451	\$ 10,621	\$0	\$0	\$0	\$ 10,621
2029	\$ 22,901	\$ 11,451	\$ 10,521	\$0	\$0	\$0	\$ 10,521
2030	\$ 11,451	\$ 11,451	\$ 10,423	\$0	\$0	\$0	\$ 10,423
2031-2063	-	-	-	-	-	-	-
Total Lump Sum Payment			\$ 108,693			\$0	\$ 108,693
Amount of Reduction, Lump Sum			\$ 5,812			\$0	\$ 5,812

*Costs are assumed to be paid and all charges are assumed to be accurate. If at a later date charges are determined to need update, they are still required. Also, unpaid charges are still a requirement under contract.

** 2020 Repayment is based on a conservative estimate. If not sufficient, the remainder will be billed.

*** Excludes Interest to payment date as Interest will be computed as an annual expense as usual.

****Contractor has 60 days from the effective date of the contract or installment dates to make payment.

@To be updated. The WIIN Act requires us to have a Constant Maturity Treasury rate based on the effective date of the contract.