

Temporary Water Service – Year 20____
Irrigation Only/Irrigation and M&I/M&I Only
[select applicable purpose of use]
Contract No. _____

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

CONTRACT FOR TEMPORARY WATER SERVICE
BETWEEN THE UNITED STATES
AND

[Friant Division 9(d) Contractor's name in CAPS]
(A Friant Repayment Contractor)

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UNITED STATES
DEPARTMENT OF THE INTERIOR
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CONTRACT FOR TEMPORARY WATER SERVICE
BETWEEN THE UNITED STATES
AND

THIS CONTRACT ("Contract") is made this _____ day of _____, 20_____, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto including the Acts of August 26, 1937 (50 Stat. 844), as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050), as amended, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), and Title X, Subtitle A, of the Act of March 30, 2009 (123 Stat. 1349), also referred to as the San Joaquin River Restoration Settlement Act, all collectively hereinafter referred to as the Federal Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this Contract, hereinafter referred to as the Contracting Officer, and _____ [Contractor's name in CAPS], hereinafter referred to as the Contractor;

WITNESSETH, That:

EXPLANATORY RECITALS

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

[2nd] WHEREAS, 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 under Section 215 of the Act of October 12, 1982, 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; and

[3rd] WHEREAS, pursuant to Section 215 of the Act of October 12, 1982 (96 Stat. 1263), such Temporary Water supplies used for irrigation purposes are exempt from the ownership limitations of Federal Reclamation law; and

[4th] WHEREAS, the Contractor may need additional water and is willing to contract with the United States pursuant to terms and conditions set forth below to obtain a supply of such Temporary Water from Friant Division Project facilities;

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

DEFINITIONS

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

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

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

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

(d) “Contractor’s Service Area” shall mean the area to which the Contractor is permitted to provide Temporary Water under this Contract as described in Exhibit A attached hereto, which may be modified from time to time in accordance with Article 21 of this Contract without amendment of this Contract;

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

(f) “Municipal and Industrial Water” or “M&I Water” shall mean Temporary Water, other than Irrigation Water, made available to the Contractor. M&I Water shall include water used for human use and purposes such as the watering of landscaping or pasture for

animals (e.g., horses) which are kept for personal enjoyment or water delivered to land holdings operated in units of less than five acres unless the Contractor establishes to the satisfaction of the Contracting Officer that the use of water delivered to any such landholding is a use described in subdivision (e) of this Article;

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

(h) “Operating Non-Federal Entity” shall mean the , its successors or assigns, a non-Federal entity which has the obligation to operate and maintain a portion of the Project facilities in the Friant Division pursuant to a separate agreement with the United States and which may have funding obligations with respect thereto;

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

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

(k) “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 United States Department of the Interior;

(l) “Temporary Water” shall mean a supply of water made possible during the Year as a result of an unusually large water supply not otherwise storable for Project purposes, or infrequent and otherwise unmanaged flood flows of short duration;

(m) “Temporary Water Delivered” shall mean Temporary Water diverted for use by the Contractor at the point(s) of delivery approved by the Contracting Officer;

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

(o) “Year” shall mean the period from and including March 1 of the Calendar Year through the last day of February of the following Calendar Year.

TERM OF CONTRACT

2. This Contract shall become effective on the date first hereinabove written and shall remain in effect through February , 20 . This Contract shall not be extended or renewed and no provision of this Contract shall be construed in any way as a basis for the Contractor to establish any priority or right to a Project water supply or to obligate the United States to enter into any other water service contract(s): Provided, that nothing in this Contract shall be construed to modify, amend, or supersede any term or provision of Contractor's water service or water repayment contract with the United States.

WATER TO BE MADE AVAILABLE TO THE CONTRACTOR

3. (a) It is understood and agreed that because of its uncertainty as to availability and time of occurrence, Temporary Water will be furnished only if, as, and when it can be made available, as determined by the Contracting Officer. The Contracting Officer shall announce to the Contractor the time period(s) during which Temporary Water can be made available under this Contract. Following such announcement(s) by the Contracting Officer, and subject to the

terms and conditions hereinafter stated, the United States shall make available to the Contractor a maximum of _____ acrefeet of Temporary Water to be applied to beneficial use, consistent with all applicable State water rights, permits, and licenses; Federal law; and the terms and conditions of this Contract, within the Contractor's Service Area except as otherwise approved pursuant to subdivisions (c), (d), or (e) of Article 5 of this Contract. If the Contractor submits a written request to revise the Contract's stated maximum quantity that provides the basis for its proposed revision, the Contracting Officer will consider such request and provide a written response. At the exclusive discretion of the Contracting Officer, the maximum Contract quantity may be increased without amendment to this Contract. Temporary 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) Deliveries of Temporary Water shall be terminated when the Contracting Officer determines that Temporary Water is no longer available. The announcement(s) by the Contracting Officer of the availability and subsequent non-availability of Temporary Water may be made either orally or in writing on 24 hours' or less notice.

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

(d) The Contractor shall make reasonable and beneficial use of all Temporary Water furnished pursuant to this Contract.

TIME FOR DELIVERY OF WATER

4. The Contractor shall submit to the Contracting Officer a written schedule, satisfactory to the Contracting Officer, showing the monthly quantity and the time for delivery of the Temporary Water to be made available pursuant to subdivision (a) of Article 3 of this Contract: Provided, That the Contractor shall not schedule Temporary Water during the term of this Contract in excess of the quantity that the Contractor intends to put to beneficial use within the Contractor's Service Area unless otherwise approved pursuant to subdivision (e) of Article 5 of this Contract. Said delivery schedule and any revisions thereof shall be submitted at such times as determined by the Contracting Officer and shall be subject to the approval of the Contracting Officer.

POINTS OF DELIVERY – RESPONSIBILITY
FOR DISTRIBUTION OF WATER

5. (a) Temporary Water Scheduled shall be delivered to the Contractor at a point or points on the and any additional point or points of delivery either on Project facilities or another location or locations mutually agreed to in writing by the Contracting Officer and the Contractor.

(b) All Temporary Water Delivered to the Contractor pursuant to this Contract shall be measured and recorded with equipment furnished, installed, operated, and maintained by the Contracting Officer either directly or indirectly through its written agreement(s) with the Operating Non-Federal Entity, unless undertaken by the Contractor with the consent of the Contracting Officer, at the point or points of delivery established pursuant to subdivision (a) of

this Article. Upon the request of either party to this Contract, the Contracting Officer shall investigate, or cause to be investigated by the appropriate 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 make a final determination of the quantity delivered for that period of time. The Contracting Officer shall consult with Contractor and the Operating Non-Federal Entity prior to making said determination.

(c) Temporary Water made available pursuant to this Contract shall only be delivered by the Contractor to lands situated within the Contractor's Service Area depicted on Exhibit A, unless otherwise authorized under subdivision (e) of this Article of this Contract.

(d) Temporary Water made available pursuant to this Contract shall not be transferred, exchanged, banked, or otherwise disposed of by the Contractor, unless otherwise authorized under subdivision (e) of this Article of this Contract.

(e) Temporary Water made available pursuant to this Contract shall not be transferred, exchanged, or banked for other water supplies without the written approval of the Contracting Officer prior to the transfer, exchange, or banking, and no transfers, exchanges or banking shall be approved absent all appropriate environmental documentation, including but not limited to, documents prepared pursuant to the National Environmental Policy Act and the Endangered Species Act.

(f) Absent a separate written agreement with the Contractor to the contrary, neither the Contracting Officer nor the Operating NonFederal Entity shall be responsible for the

control, carriage, handling, use, disposal, or distribution of Temporary Water Delivered to the Contractor pursuant to this Contract beyond the point(s) of delivery specified in subdivision (a) of this Article. 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 Temporary Water Delivered 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 the 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 the Operating Non-Federal Entity, (iii) negligence of the Contracting Officer or any of its officers, employees, agents, or assigns, including the Operating Non-Federal Entity, or (iv) damage or claims resulting from a malfunction of facilities owned and/or operated by the United States or the Operating Non-Federal Entity. The Contractor further releases the United States, its officers, agents, or assigns, including the Operating Non-Federal Entity, from every claim for damage to persons or property, direct or indirect, resulting from the Contracting Officer's determinations of the quantity of Temporary Water made available in the Friant Division Project facilities. Nothing contained in this Article shall be construed as an assumption of liability by the Contractor with respect to such matters.

WATER MEASUREMENT WITHIN CONTRACTOR'S SERVICE AREA

6. (a) The Contractor shall ensure that all Temporary Water Delivered for irrigation purposes within the Contractor's Service Area is measured at each agricultural turnout and that all Temporary Water Delivered for municipal and industrial (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 devices or water measuring methods to ensure its proper management of the Temporary Water and to bill water users for deliveries of such water by the Contractor. Nothing herein contained, however, shall preclude the Contractor from establishing and collecting any charges, assessments, or other revenues authorized by California law.

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

PAYMENTS AND ADJUSTMENTS

7. (a) Upon execution of this Contract, the Contractor shall pay to the United States the sum of \$1,000 which shall constitute an administrative charge hereunder. No refund of the administrative charge shall be made by the United States to the Contractor.

(b) At the time the Contractor submits a delivery schedule, or any revision thereof, pursuant to 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 forth in Exhibit B, for the quantity of Temporary Water Scheduled. Temporary Water shall not be delivered to the Contractor prior to receipt of such advance payment: Provided, That the Contractor is not required to initially schedule the maximum amount of water specified in subdivision (a) of Article 3 of this Contract.

(c) In addition to payment of the Rate(s) pursuant to subdivision (b) of this Article, the Contractor shall pay all Charges owing for Temporary Water Delivered before the end of the month following the month of delivery. The Charges for Temporary Water Delivered pursuant to this Contract are set forth in Exhibit B. Charges required pursuant to P.L. 102-575 will adjust on October 1, 20. Following the adjustment, the Contractor shall pay the adjusted Charges. All Charges due shall be based on the quantities of Irrigation Water and M&I Water shown in the United States' water delivery report for the subject month. The water delivery report shall be regarded by the Contractor as a bill for the payment of appropriate Charges. Any monthly adjustment for overpayment or underpayment of Charges shall be accomplished through the adjustment of Charges due to the United States in the next month.

(d) Within 60 days of the expiration of this Contract, any payment made by the Contractor in excess of the total amount due to the United States pursuant to this Contract shall, at the option of the Contractor, be refunded by the United States to the Contractor or credited against other obligations due to the United States by the Contractor. With respect to

overpayment, such refund or credit shall constitute the sole remedy of the Contractor or anyone having, or claiming to have by or through the Contractor, the right to the use of any of the Temporary Water supply provided for herein.

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

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

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

RETURN FLOWS

8. The United States reserves the right to all seepage and return flow water derived from Temporary 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.

OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

9. (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 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, all rates, charges, or assessments of any kind, including any assessment for reserve funds, which the Operating Non-Federal Entity or such successor determines, sets, or establishes for the O&M of the portion of the Project facilities operated and maintained by the Operating Non-Federal Entity. Such direct payments to the Operating Non-Federal Entity or such successor shall not relieve the Contractor of its obligation to pay directly to the United States the Contractor's share of the Project Rates and Charges, except to the extent the Operating Non-Federal Entity or such successor collects payments on behalf of the United States in accordance with the separate agreement identified in subdivision (a) of this Article.

(c) For so long as the O&M of any portion of the Project facilities serving the Contractor is performed by the Operating Non-Federal Entity, or any successor thereto, the Contracting Officer shall adjust those components of the Rates for water delivered under this

Contract representing the cost associated with the activity being performed by the Operating Non-Federal Entity or its successor.

(d) In the event the O&M of the Project facilities operated and maintained by Operating Non-Federal Entity, or any successor thereto, is re-assumed by the United States during the term of this Contract, the Contracting Officer shall so notify the Contractor, in writing, and present to the Contractor a revised Exhibit B which shall include the portion of the Rates to be paid by the Contractor for the 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 and Charges specified in the revised Exhibit B directly to the United States in compliance with Article 7 of this Contract.

OPINIONS AND DETERMINATIONS

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

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

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with the provisions of this Contract, the laws of the United States and 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.

PROTECTION OF WATER AND AIR QUALITY

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

(b) The Contractor shall comply with all applicable water and air pollution laws and regulations of the United States and the State of California and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of Temporary 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 Temporary Water provided by the Contractor within the Contractor's Service Area.

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

ENVIRONMENTAL MEASURES

12. (a) The Contractor shall comply with the applicable environmental measures established in the environmental documentation, Categorical Exclusion Checklist No. [REDACTED] CEC#[REDACTED], [REDACTED title of CEC in italics] dated [REDACTED Date] prepared by the Contracting Officer for

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this Contract. Such environmental measures are outlined, but not limited to subdivisions 12(a)(1) through 12(b)(2), of this Article:

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

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

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

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

(1) Temporary Water made available pursuant to this Contract will remain within the respective irrigation and M&I water rights place of use for the Friant Division of the Project; and

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

CHARGES FOR DELINQUENT PAYMENTS

13. (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

14. 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, disability, 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, disability, 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, disability, or national origin.

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

(d) The Contractor will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Bureau of Reclamation (Contracting Agency) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

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

(b) The payment of charges becoming due pursuant to this Contract, in compliance with Article 7, is a condition precedent to receiving benefits under this Contract. The United States shall not make Temporary Water available to the Contractor through Project facilities during any period in which the Contractor may be in arrears in the advance payment of the water rates due the United States. The Contractor shall not furnish Temporary Water made available pursuant to this Contract for lands or parties which are in arrears in the advance payment of water rates levied or established by the Contractor.

(c) With respect to subdivision (b) of this Article of this Contract, the Contractor shall have no obligation to require advance payment for water rates which it levies.

BOOKS, RECORDS, AND REPORTS

16. 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 operation, 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.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

17. 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.

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

18. 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.

OFFICIALS NOT TO BENEFIT

19. 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.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

20. (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, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

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

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

CHANGES IN CONTRACTOR'S SERVICE AREA

21. While this Contract is in effect, no change may be made in the Contractor's Service Area or boundaries, by inclusion or exclusion of lands, dissolution, consolidation, merger or otherwise, except upon the Contracting Officer's written consent.

MEDIUM FOR TRANSMITTING PAYMENTS

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

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

NOTICES

23. (a) Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, 1243 "N" Street, Fresno, California 93721, and on behalf of the United States, when mailed, postage prepaid, or delivered to the [Insert Contractor name and address]. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices

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

CONTRACT DRAFTING CONSIDERATIONS

23. This Contract has been negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles.

Temporary Water Service – Year 20____
Contract No. _____

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

UNITED STATES OF AMERICA

By: _____
Area Manager
South-Central California Area Office
Bureau of Reclamation

[Insert Contractor's name in CAPS.]

(SEAL)

By: _____
President, Board of Directors
[Will modify title as appropriate]

Attest:

By: _____
Secretary, Board of Directors
[Will modify title as appropriate]

Temporary Water Service – Year 20
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EXHIBIT A

[PLACEHOLDER PAGE FOR CONTRACTOR’S SERVICE AREA MAP]

EXHIBIT B

Year

[Contractor name in CAPS]

**Rates and Charges
(Per Acre-Foot)**

	Irrigation Water	M&I Water
COST-OF-SERVICE RATE		
Capital Component		
Conveyance	\$	\$
Conveyance Pumping	\$	\$
Direct Pumping	\$	\$
O&M Component		
Water Marketing	\$	\$
Conveyance ¹	\$	\$
Conveyance Pumping ¹	\$	\$
Direct Pumping	\$	\$
Total Cost of Service Rate	\$	\$
CHARGES (Payments in addition to Rates)		
P.L. 102-575 Surcharges²		
Friant Surcharge	\$	\$
Restoration Fund Surcharge	\$	\$
M&I Surcharge	\$	\$
P.L. 106-377 Assessment³		
Trinity Public Utilities District	\$	\$
Total Charges and Assessments	\$	\$

¹ Conveyance and Conveyance Pumping O&M costs have been removed for ratesetting purposes and the Contractor will be directly billed by the Operating Non-Federal Entity.

² The P.L. 102-575 Surcharges are required pursuant to Section 3407 of the *Central Valley Project Improvement Act*, Public Law 102-575, Title XXXIV, 106 Stat. 4706, and are determined annually on a fiscal year basis (October 1– September 30). The M&I Surcharge applies to Temporary Water purchased for M&I purposes by any State or local agency or other entity which has not previously been a Project customer prior to October 12, 1992. Entities which held only short-term or interim water service contracts prior to October 31, 1992, without right of renewal, are regarded as not having been a Project customer prior to October 31, 1992.

³ The Trinity Public Utilities District Assessment is required pursuant to Section 203 of Public Law 106-377, and is determined annually for the period from and including March 1 of each Calendar Year through and including the last day of February of the following Calendar Year.

Temporary Water Service – Year 20
Contract No.

Total Per Acre-Foot	\$	\$

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