Contract No. Insert contract number

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Insert Division/Unit, Central Valley Project, California

TEMPORARY CONTRACT BETWEEN THE UNITED STATES AND INSERT NAME OF CONTRACTOR IN ALL CAPS PROVIDING FOR STORAGE AND CONVEYANCE OF NON-PROJECT WATER

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UNITED STATES
DEPARTMENT OF THE INTERIOR
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Insert Division/Unit, Central Valley Project, California

TEMPORARY CONTRACT BETWEEN THE UNITED STATES
AND
INSERT NAME OF CONTRACTOR IN ALL CAPS
PROVIDING FOR STORAGE AND CONVEYANCE OF NON-PROJECT WATER

THIS CONTRACT, 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 Act of February 21, 1911 (36 Stat. 925), Section 14 of the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), and Section 305 of the Reclamation States Emergency Drought Relief Act of 1991, enacted March 5, 1992 (106 Stat. 59), all collectively hereinafter referred to as the Federal Reclamation laws, 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 insert name of Contractor in all CAPS, hereinafter referred to as the Contractor, individually referred to as "Party" and collectively referred to as "Parties";

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 Contractor asserts a right to a Non-Project Water supply for Insert purpose of use purposes through its interest in Identify source of right, quantity, and season of diversion for surface water and has requested the United States convey said Non-Project Water through Excess Capacity in the Insert name of canal and associated facilities, features of the Insert Division/Unit, Central Valley Project; and

[3rd] WHEREAS, the United States is willing to store and convey said Non-Project Water to the Contractor through Excess Capacity in said Project Facilities in accordance with the terms and conditions hereinafter stated; and

[4th] WHEREAS, pursuant to the terms and conditions of this Contract, and in accordance with Section 14 of the Reclamation Project Act of 1939, the United States is willing to store and/or convey Non-Project Water in the San Luis Reservoir via an exchange of Project Water in the Insert name of canal; and

[4th] WHEREAS, the environmental compliance requirements for the execution of this Contract have been met by Insert date and document number or title of the appropriate environmental document.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

DEFINITIONS

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

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

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

(c) "Contractor's Boundaries" shall mean the geographic area within which the Contractor is authorized to serve Non-Project Water as set forth on Exhibit A, which may be modified in accordance with Article 17, without amendment of this Contract;

(d) "Eligible Lands" shall mean all lands to which Irrigation Water may be delivered in accordance with Section 204 of the RRA;

(e) "Excess Capacity" shall mean capacity in the Project Facilities in excess of that needed to meet the Project's authorized purposes, as determined solely by the Contracting Officer, which may be made available to convey and deliver Non-Project Water;

(f) "Full-Cost Lands" shall mean landholdings described in Sections 205(a)(3) and 202(3) of the RRA;

(g) "Incremental Fee" shall mean the fee, as set forth in Exhibit B, to be paid to the United States pursuant to the acreage limitation provisions of the Federal Reclamation laws for Non-Project Water conveyed through Project Facilities that will be used to irrigate Ineligible Lands;

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

(i) "Irrigation Water" shall mean Non-Project Water used to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto.

(j) "Municipal and Industrial (M&I) Water" shall mean Non-Project Water used 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;

(k) "Non-Project Water" shall mean water acquired by or available to the Contractor from the source(s) identified in Exhibit C that has not been appropriated or acquired by the United States;

(l) "Operating Non-Federal Entity" shall mean the Insert name of ONFE, its successors or assigns, a non-Federal entity that has the obligation pursuant to a separate agreement with the United States to operate and maintain all or a portion of the Project Facilities, and which may have funding obligations with respect thereto;

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

(n) "Project Facilities" shall mean the Insert name of canal, river, and/or reservoir and associated facilities, constructed as features of the Insert Division/Unit, Central Valley Project;

(o) "Project Use Power" is that electrical energy, and its associated ancillary service components, required to provide the full electrical service needed to operate and maintain Project Facilities, and to provide electric service for Project purposes and loads in conformance with the Reclamation Project authorization. Project Use Power is not available to pump Non-Project Water, to operate pumps that were not built as Federal facilities as part of the Project, to pump Project Water outside the authorized service area, or provide for on-farm uses;

(p) "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;

(q) "Rates" shall mean the amount to be paid to the United States by the Contractor, as set forth in Exhibit B, for the use of Excess Capacity in the Project Facilities made available pursuant to this Contract;

(r) "RRA" shall mean the Reclamation Reform Act of October 12, 1982 (96 Stat. 1263), as amended;

(s) "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; and

(t) "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 hereinabove written and shall remain in effect through February Insert correct day, Insert correct year; Provided, That upon written notice to the Contractor, this Contract may be terminated by the Contracting Officer at an earlier date, if the Contracting Officer determines that the Contractor has not been complying with one or more terms or conditions of this Contract.

INTRODUCTION, STORAGE, CONVEYANCE, AND DELIVERY OF NON-PROJECT WATER

3. (a) During the term of this Contract, the Contractor may introduce up to Insert quantity acre-feet each Year of Non-Project Water from the source(s) identified in Exhibit C into the Project Facilities at Identify authorized point(s) of introduction on canal, river, and/or reservoir. The United States or the designated Operating Non-Federal Entity shall convey Non-Project Water through Excess Capacity in the Project Facilities from said point(s) of introduction for delivery to the Contractor at Identify authorized point(s) of delivery on canal, river, and/or

reservoir or other location(s) mutually agreed to in writing by the Contracting Officer and the Contractor, in accordance with an approved schedule submitted by the Contractor pursuant to subdivision (d) of this Article; Provided, That the quantity of Non-Project Water to be delivered to the Contractor from Project Facilities shall not exceed the quantity of Non-Project Water previously introduced into the Project Facilities by the Contractor at said point(s) of introduction, less Insert percent amount.% percent for conveyance losses.

(1) In the event the quantity of water delivered to the Contractor exceeds the quantity of Non-Project Water authorized pursuant to subdivision (a) of this Article, the Contractor shall immediately take all reasonable actions to make available a like amount of water, plus conveyance loss, into the Project Facilities for use by the United States for Project purposes. The provisions of this subdivision are not exclusive and shall not prohibit the United States from exercising any other remedy under existing law, including the early termination of this Contract pursuant to Article 2 of this Contract.

(b) Exhibit C may be modified or replaced by mutual agreement of the Contractor and the Contracting Officer to reflect changes to the source(s) of Non-Project Water without amendment of this Contract; Provided, however, That no such modification or replacement shall be approved by the Contracting Officer absent the completion of all appropriate environmental documentation, including but not limited to documents prepared pursuant to the National Environmental Policy Act of 1969 (NEPA) and the Endangered Species Act of 1973 (ESA), as amended.

(c) All Non-Project Water stored, conveyed and delivered to the Contractor pursuant to this Contract shall be used for Insert purpose(s) of use.

(d) Prior to the introduction of Non-Project Water into the Project Facilities, the Contractor shall submit a schedule to the Contracting Officer and the designated Operating Non-Federal Entity showing the quantities of Non-Project Water to be introduced into the Project Facilities, and the desired time or times for delivery of said Non-Project Water; Provided, That the Contractor is not required to initially schedule delivery of the maximum quantity of Non-Project Water for which the Contractor desires conveyance during the term of this Contract. The initial schedule and any revision(s) thereof shall be in a form acceptable to the Contracting Officer and shall be submitted at such times and in such manner as determined by the Contracting Officer. The Contractor shall not introduce Non-Project Water into the Project Facilities unless and until the schedule and any revision(s) thereof have been approved by the Contracting Officer.

(e) All Non-Project Water remaining in the Project Facilities after 30 days from the date of introduction or upon expiration or termination of this Contract shall be deemed to be unused water relinquished to the United States for Project purposes. Further, all Non-Project Water made available for delivery to the Contractor from the Project Facilities and not accepted by the Contractor shall be deemed to be unused water relinquished to the United States for Project purposes.

(1) All Non-Project Water introduced, but not taken directly by the Contractor within 30 days is deemed to be stored in Project Facilities. Any stored Non-Project Water requested by the Contractor and not taken directly by the Contractor within 30 days after such release or conveyance shall be deemed to be unused water relinquished to the United States for Project purposes. Further, all Non-Project Water made available for delivery to the

Contractor from Project Facilities and not accepted by the Contractor shall be deemed to be unused water relinquished to the United States for Project purposes.

(2) All Non-Project Water remaining in Project Facilities at Contract termination shall be deemed to be unused water donated to the United States for Project purposes unless the Contractor has requested, in writing, a subsequent contract instrument at least 90 days prior to termination of this Contract.

(3) In the event that the Federal share of San Luis Reservoir fills and capacity is no longer available for the Non-Project Water, the Non-Project Water in the Federal share of San Luis Reservoir shall be deemed to be the first water spilled, in accordance with the then-current Rescheduling Guidelines; Provided, That the Contracting Officer will, to the extent possible, inform the Contractor, in writing, or otherwise, of any impending spill from the Federal share of San Luis Reservoir.

(f) Unless otherwise agreed to in writing by the Contracting Officer, the Non-Project Water shall be introduced into and delivered to the Contractor through existing Project Facilities. If temporary inflow or delivery facilities are required to effectuate the introduction of Non-Project Water into the Project Facilities or the delivery of the Non-Project Water to the Contractor from the Project Facilities, the Contractor shall, at its own cost and expense obtain all appropriate environmental documents, necessary rights-of-way for such facilities, including the appropriate right of-use agreement(s) or other authorizations issued by the United States for any such facilities located on right-of-way for existing Project Facilities. The Contractor, at its own cost and expense, shall be responsible for providing, installing, operating, maintaining, repairing, replacing, and removing said inflow and delivery facilities. The Contractor hereby grants to the

Contracting Officer and the Operating Non-Federal Entity access, for the purpose of this Contract, to all temporary inflow and delivery facilities installed by the Contractor.

(g) The introduction, storage, conveyance, and delivery of Non-Project Water pursuant to this Contract will not be supported with Project Use Power. If electrical power is required to convey or pump the Non-Project Water into, through or from the Project Facilities, the Contractor shall: (i) be responsible for the acquisition and payment of all electrical power and associated transmission service charges, and provide a copy of a power contract and copies of payment documents to the Contracting Officer as evidence that such electrical power has been contracted and paid for prior to the introduction, conveyance, and delivery of any Non-Project Water; and/or (ii) prior to the introduction, conveyance, and delivery of any Non-Project Water, enter into a letter of agreement with the United States that provides for the payment of all actual energy costs and fees incurred in the introduction, conveyance and delivery of the Non-Project Water.

(h) The Contractor shall have no rights to any benefits from incidental power generation that may result from the conveyance of the Non-Project Water through Excess Capacity in the Project Facilities authorized pursuant to this Contract.

(i) The introduction of Non-Project Water into the Project Facilities by the Contractor shall be conditioned upon compliance by the Contractor with the environmental measures described in the environmental documentation prepared in connection with the execution of this Contract and with the terms of the applicable operations procedures approved by the Contracting Officer.

(j) Diversion of Non-Project Water under this Contract for the purpose of storage, conveyance, and/or to facilitate a transfer through Project facilities, shall only be

allowed to the extent that such diversions do not adversely affect the operation of the Central Valley Project or State Water Project under permits and licenses for the Central Valley Project or State Water Project during the term of this Contract. An adverse effect shall be the effect deemed to result from diversions under this Contract at any time the United States Bureau of Reclamation and the California Department of Water Resources have declared the Delta to be in balanced water conditions under the Coordinated Operations Agreement or at any other time that such diversion would directly or indirectly require the Central Valley Project or the State Water Project to release water from Storage or to reduce their diversion or re-diversion of water from the Delta to provide or assure flow in the Delta required to meet any applicable provision of state or federal law, including when Old and Middle Rivers flow restrictions are controlling Central Valley Project and State Water Project exports. Delivery of such Non-Project Water in and through Project Facilities for storage, conveyance, and/or to facilitate a transfer 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 contractual water entitlements of any other Project Contractors; or

(iv) interfere with the physical maintenance of Project Facilities.

MEASUREMENT OF NON-PROJECT WATER

4. (a) All Non-Project Water shall be measured and recorded at the point(s) of introduction and point(s) of delivery established pursuant to Article 3 herein with measurement devices acceptable to the Contracting Officer and the methods used to make such measurements shall be in accordance with sound engineering practices.

(b) Unless otherwise agreed to in writing by the Contracting Officer, the Contractor, at its own cost and expense, shall be responsible for providing, installing, operating, maintaining, repairing, replacing, and removing all measurement devices required under this Contract in accordance with any right of-use agreement(s) or other requisite authorization(s) issued by the United States. The Contractor shall be responsible for all costs associated with the issuance of such right-of-use agreement(s) and authorization(s).

(c) The Contractor shall maintain accurate records of the quantity of Non-Project Water, expressed in acre-feet, introduced into and delivered from Project Facilities at said authorized point(s) of introduction and delivery and shall provide such records to the Contracting Officer and the Operating Non-Federal Entity at such times and in such manner as determined by the Contracting Officer.

(d) Upon the request of either Party to this Contract, the Contracting Officer shall investigate or cause to be investigated by the Operating Non-Federal Entity, the accuracy of all measurements of Non-Project Water required by this Contract. If the investigation discloses errors in the recorded measurements, such errors shall be promptly corrected. If the investigation discloses that measurement devices are defective or inoperative, the Contracting Officer shall take any necessary actions to ensure that the responsible Party makes the appropriate adjustments, repairs, or replacements to the measurement devices. In the event the Contractor, as the responsible Party, neglects or fails to make such adjustments, repairs, or replacements to the measurement devices within a reasonable time and to the reasonable satisfaction of the Contracting Officer, the Contracting Officer may cause such adjustments, repairs, or replacements to be made and the costs thereof shall be charged to the Contractor and the Contractor shall pay said charges to the United States immediately upon receipt of a detailed

billing. For any period of time during which accurate measurements of the Non-Project Water have not been made, the Contracting Officer shall consult with the Contractor and the Operating Non-Federal Entity prior to making a determination of the quantity of Non-Project Water introduced, conveyed and delivered for that period of time and such determination by the Contracting Officer shall be final and binding on the Contractor.

OPERATION, MAINTENANCE, AND REPLACEMENT
BY OPERATING NON-FEDERAL ENTITY

5. (a) The operation, maintenance, and replacement (OM&R) of a portion of the Project Facilities to be used to introduce, convey and deliver the Non-Project Water to the Contractor, and responsibility for funding a portion of the costs of such OM&R, have been transferred from the United States to the Insert name of ONFE, the designated Operating Non-Federal Entity, pursuant to a separate agreement, identified as Contract No. Insert contract number, dated Insert date. That separate agreement shall not interfere with or affect the rights or obligations of the Contractor or the United States hereunder.

(b) The Contractor may pay directly to the Insert name of ONFE, or to any successor approved by the Contracting Officer under the terms and conditions of the separate agreement described in subdivision (a) of this Article 5, all rates, charges, or assessments of any kind, including any assessment for replacement funds, that the Insert name of ONFE or such successor determines, sets, or establishes for the operation, maintenance, and replacement of the portion of the Project Facilities operated and maintained by the Insert name of ONFE or such successor used to convey and deliver the Non-Project Water to the Contractor.

(c) For so long as the OM&R of any portion of the Project Facilities used to convey and deliver the Non-Project Water to the Contractor is performed by the Insert name of ONFE, or any successor thereto, the Contracting Officer shall adjust those components of the

Rates for the Non-Project Water conveyed under this Contract by deleting the costs associated with the activity being performed by the Insert name of ONFE or its successor.

(d) In the event the United States reassumes OM&R of any portion of the Project Facilities from the Operating Non-Federal Entity, the Contracting Officer shall so notify the Contractor, in writing, and shall revise the Rates on Exhibit B to include the costs associated with the OM&R activities reassumed by the United States. The Contractor shall, thereafter, in the absence of written notification from the Contracting Officer to the contrary, pay the Rates, specified in the revised Exhibit B directly to the United States in compliance with Article 6 of this Contract.

PAYMENTS AND ADJUSTMENTS

6. (a) At the time the Contractor submits a schedule, or any revision(s) thereof pursuant to subdivision (d) of Article 3 of this Contract, the Contractor shall make an advance payment to the United States equal to the total amount payable pursuant to the applicable Rates shown on Exhibit B for each acre-foot of Non-Project Water to be introduced into the Project Facilities. Non-Project Water shall not be introduced into Project Facilities by the Contractor prior to such payment being received by the United States.

(b) In the event the quantity of water delivered to the Contractor exceeds the quantity of Non-Project Water authorized pursuant to subdivision (a) of Article 3 of this Contract, that additional amount of water shall be deemed Project Water delivered to the Contractor, and an equivalent quantity of water shall be deducted from the Contractor's Project Water supply available thereafter under that certain "Insert Contract Title," designated Contract No. Insert contract number, with an effective date of Insert date, and payment shall be made at the applicable rate identified on Exhibit Insert exhibit designation to said contract. The

provisions of this subdivision are not exclusive and shall not prohibit the United States from exercising any other remedy, including the early termination of this Contract pursuant to Article 2 of this Contract.

(c) The amount of any overpayment by the Contractor by reason of the quantity of Non-Project Water introduced into the Project Facilities and conveyed pursuant to this Contract, as conclusively determined by the Contracting Officer, having been less than the quantity which the Contractor otherwise under the provisions of this Contract would have been required to pay for, shall be applied first to any accrued indebtedness arising out of this Contract then due and owing to the United States by the Contractor. Any amount of such overpayment then remaining shall be refunded to the Contractor; Provided, however, That no refund shall be made by the United States to the Contractor for any quantity of Non-Project Water deemed to be unused water donated to the United States for Project purposes pursuant to subdivision (e) of Article 3 of this Contract.

(d) All payments made by the Contractor pursuant to subdivision (a) of this Article 6 shall be covered into the Reclamation Fund pursuant to Section 3 of the Act of February 21, 1911 (36 Stat. 925).

(e) The payment of the Rates set forth in this Article 6 for the use of Excess Capacity are exclusive of OM&R costs to be paid directly to the Operating Non-Federal Entity by the Contractor, and any additional charges that the Contractor may assess its water users. In accordance with the Act of February 21, 1911 (36 Stat. 925), the Contractor may not impose on its water users any charge for the use of Excess Capacity that exceeds the total amount paid to the United States and to the Operating Non-Federal Entity; Provided, That the Contractor may also charge its water users such additional amounts as are necessary to cover the Contractor's

reasonable administrative costs in contracting with the United States for the use of Excess Capacity in the Project Facilities.

EXCESS CAPACITY

7. (a) The availability of Excess Capacity shall be determined solely by the Contracting Officer. Nothing contained in this Contract shall limit or preclude the United States from utilizing available capacity in the Project Facilities for the storage and conveyance of Project Water pursuant to Federal law, Reclamation law or policy, and existing contract(s); or for using Excess Capacity in the Project Facilities for the storage and conveyance of any other supplies of Non-Project Water.

(b) The Contracting Officer and the Operating Non-Federal Entity shall not be obligated to convey Non-Project Water during periods of maintenance or for other operating requirements.

(c) If at any time the Contracting Officer determines that there will not be Excess Capacity in the Project Facilities sufficient to allow the Non-Project Water to be introduced into, conveyed, and delivered in accordance with an approved schedule submitted by the Contractor, the Contracting Officer shall so notify the Contractor in writing. Within 24 hours of said notice, the Contractor shall revise its schedule accordingly.

(d) No provision of this Contract shall be construed in any way as a basis for the Contractor to establish a priority to or a permanent right to the use of Excess Capacity in the Project Facilities nor to set a precedent to obligate the United States to enter into contracts with any other entities or individuals for the conveyance or storage of Non-Project Water.

ACREAGE LIMITATION PROVISIONS

8. (a) The Non-Project Water introduced, conveyed, and delivered pursuant to this Contract cannot be furnished to irrigate more than 160 acres of Eligible Lands owned directly or indirectly by any one person unless that person has become subject to the discretionary provisions of the RRA. The Rates for furnishing water to irrigate such Eligible Lands are identified as Irrigation Cost of Service, RRA Full Cost 202(3), and RRA Full Cost 205(a)(3) on Exhibit B.

(b) The Non-Project Water conveyed pursuant to this Contract can be furnished to Ineligible Lands only if the Contractor pays the Incremental Fee specified on Exhibit B.

RECEIPT AND DISTRIBUTION OF NON-PROJECT WATER SALE, TRANSFER, OR EXCHANGE OF NON-PROJECT WATER

9. (a) The Parties hereto acknowledge that this Contract does not grant any permission or entitlement to the Contractor to extract and/or divert Non-Project Water from the source(s) described on Exhibit C or to change the nature or place of use of its rights to said Non-Project Water in any way. It is the responsibility of the Contractor to comply with all applicable Federal, State, and local laws, rules and regulations, including, but not limited to, State water law in relation to the Non-Project Water. It is expressly understood by the Parties that the United States is only providing storage and conveyance capacity for the Non-Project Water and neither the Contracting Officer nor the ONFE claims any interest in the acquisition or use of the Non-Project Water beyond the terms specifically set forth in this Contract.

(b) Neither the Contracting Officer, nor the ONFE, makes any representations as to the accuracy of the description or of the validity of the Contractor's rights to the Non-Project Water described in Exhibit C.

(c) No sale, transfer, or exchange of Non-Project Water stored and conveyed under this Contract may take place without the prior written approval of the Contracting Officer.

UNITED STATES NOT LIABLE

10. (a) The United States, its officers, agents and employees, including the Operating Non-Federal Entity, shall not be responsible for the control, care, or distribution of the Non-Project Water before it is introduced into or after it is delivered from the Project Facilities. It is specifically understood by the parties hereto that the United States is only providing conveyance capacity for the Non-Project Water. The United States and the ONFE does not claim any interest in the Non-Project Water beyond the terms specifically set forth in this Contract.

(b) The Contractor shall indemnify and hold harmless the United States, its officers, agents and employees, and the Operating Non-Federal Entity, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage, of any nature whatsoever arising out of any actions or omissions of the Contractor, its directors, officers, agents, contractors, and employees, under this Contract, including the manner or method in which the Non-Project Water identified on Exhibit C is introduced into and delivered from the Project Facilities. The Contractor further releases the United States, its officers, agents and employees, and the Operating Non-Federal Entity, from every claim for injury to persons, death, or property damage, direct or indirect, resulting from the Contracting Officer's determination of the quantity of Excess Capacity available in the Project Facilities for conveyance of the Contractor's Non-Project Water, the determination that the Non-Project Water introduced into Project Facilities must be terminated, and the elimination from Exhibit C of any source(s) of Non-Project Water. Nothing contained in

this Article shall be construed as an assumption of liability by the Contractor with respect to such matters.

CHARGES FOR DELINQUENT PAYMENTS

11. (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.

GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

12. (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 Non-Project Water available to the Contractor through "Insert name of project" project facilities during any period in which the Contractor is in arrears in the advance payment of rates and charges due the United States. The Contractor shall not deliver Non-Project Water under the terms and conditions of this Contract for lands or parties that are in arrears in the advance payment of rates and charges as levied or established by the Contractor.

CONFIRMATION OF CONTRACT

13. (a) Promptly after the execution of this Contract, the Contractor will provide to the Contracting Officer a certified copy of a final decree of a court of competent jurisdiction in the State of California, confirming the proceedings on the part of the Contractor for the

authorization of the execution of this Contract. This Contract will not be binding on the United States until the Contractor secures a final decree.

(b) Promptly after the execution of this Contract, the Contractor will provide evidence to the Contracting Officer that, pursuant to the laws of the State of _____, the Contractor is a legally constituted entity and the contract is lawful, valid, and binding on the Contractor. This Contract will not be binding on the United States until the Contractor provides evidence to the Contracting Officer's satisfaction. In addition to other forms of evidence to meet the requirements of this Article, the Contractor may provide or the Contracting Officer may require a certified copy of a final decree of a court of competent jurisdiction in the State of _____, confirming the proceedings on the part of the Contractor for the authorization of the execution of this Contract.

NOTICES

14. 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 Bureau of Reclamation, Insert name and address of the appropriate Area Office, and on behalf of the United States, when mailed, postage prepaid, or delivered to the [insert General Manager, Manager, Board of Directors] of the Contractor, insert address of Contractor. 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.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

15. 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.

OFFICIALS NOT TO BENEFIT

16. 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

17. While this Contract is in effect, no change may be made in the Contractor's 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.

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.

BOOKS, RECORDS, AND REPORTS

19. 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.

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

20. The parties agree that the delivery of irrigation water or use of Federal facilities pursuant to this Contract is subject to Federal reclamation law, including but not limited to the Reclamation Reform Act of 1982 (43 U.S.C. 390aa, *et seq*.), as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

RULES, REGULATIONS, AND DETERMINATIONS

(a) The parties agree that the delivery of water or the use of Federal facilities pursuant to this Contract is subject to Federal reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with its expressed and implied provisions, the laws of the United States [and the State(s) of _____], and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

COMPLIANCE WITH SMALL RECLAMATION PROJECT LAWS

The parties agree that lands and irrigation-water users benefited through the use of funds furnished under this Contract are subject to the Small Reclamation Projects Act, as amended and supplemented.

PROTECTION OF WATER AND AIR QUALITY

21. (a) The Contractor, without expense to the United States, will care for, operate and maintain the transferred works in a manner that preserves the quality of the water at the highest feasible level as determined by the Contracting Officer.

(b) The United States will care for, operate and maintain reserved works in a manner that preserves the quality of the water at the highest feasible level as determined by the Contracting Officer. The United States does not warrant the quality of the Non-Project Water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of the Non-Project 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 Non-Project Water by the Contractor; and will 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 Project Facilities or Contractor facilities or Non-Project Water provided by the Contractor within the Contractor's Boundaries.

(d) This Article 21 will not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

(e) The Non-Project Water introduced into the Project Facilities shall be of such quality, as determined solely by the Contracting Officer, as to not significantly degrade the quality of the Project Water. If it is determined by the Contracting Officer that the quality of the Non-Project Water from any source(s) identified in Exhibit C will significantly degrade the quality of Project Water in or introduced into the Project Facilities, the Contractor shall, upon receipt of a written notice from the Contracting Officer, arrange for the immediate termination of the introduction of Non-Project Water from such sources(s) into the Project Facilities, and Exhibit C shall be modified to delete such sources(s) of Non-Project Water.

(f) Exhibit D identifies the minimum water quality standards for monitoring the quality of Non-Project Water introduced by the Contractor into Project Facilities. Exhibit E identifies the laboratories approved by the Contracting Officer that are to be used for conducting water quality analyses. The Contractor is responsible for sampling and analytical costs associated with evaluating quality of the Non-Project Water. Non-Project Water introduced into Project Facilities for purposes of water quality testing is considered Project Water.

(g) At all times during the term of this Contract, the Contractor shall be in compliance with the requirements of the then-current Quality Assurance Project Plan (Plan) Select appropriate option by the Contracting Officer to monitor Non-Project Water introduced into and conveyed through the Project Facilities. The Plan describes the sample collection procedures, water testing methods, and data review process, including quality control/quality assurance protocols, to verify analytical results.

(h) The Contracting Officer reserves the right to require additional analyses to ensure the Non-Project Water meets the Bureau of Reclamation's water quality acceptance criteria.

WATER CONSERVATION

22. (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).

(b) The parties hereto acknowledge and agree that pursuant to Contract No. Insert contract number, "Insert Contract Title," with an effective date of Insert Date, the Contractor has implemented an effective water conservation plan/program that has been approved by the Contracting Officer. Said water conservation plan/program shall be deemed to meet the requirements of subdivision (a) of this Article 22; Provided, That the Contractor, prior to execution of this Contract, documents to the satisfaction of the Contracting Officer that the quantity of Non-Project Water to be conveyed pursuant to this Contract has been included in its approved water conservation plan/program and that all Non-Project Water conveyed pursuant to this Contract shall be subject to the same water conservation requirements as the Project Water under Contract No. Insert contract number.

EQUAL EMPLOYMENT OPPORTUNITY

The following language is required by Executive Order No. 11246 of September 24, 1965, in all government contracts unless and until it is superseded or amended.

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

(d) 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 No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(f) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of

the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) 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 Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the provisions of paragraphs (a) through (h) 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 Executive Order No. 11246 of September 24, 1965, 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.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

24. (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.)], [Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12181, 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 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.

CERTIFICATION OF NONSEGREGATED FACILITIES

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

MEDIUM FOR TRANSMITTING PAYMENTS

26. (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 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 this 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.

SEVERABILITY

27. If any provision of this Contract shall be held invalid, illegal, or unenforceable, by a court of competent jurisdiction, the remaining portion or portions shall be considered severable and not be affected by such holding, and the rights and obligations of the Parties shall be construed and enforced as if the provision had not been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause the fundamental benefits afforded by either Party to this Contract to become unavailable or materially altered.

CONTRACT DRAFTING CONSIDERATIONS

28. 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. Single-spaced articles are standard articles pursuant to Reclamation policy.

INCORPORATION OF EXHIBITS

29. Exhibits A through E are attached hereto and incorporated herein by reference.

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
Choose an Area Office name
California-Great Basin Region
Bureau of Reclamation

Insert Contractor name
(SEAL)

By: _____
President of the Board of Directors

Attest:

By: _____
Secretary of the Board of Directors

[Insert ONFE name in All Caps]

By: _____
General Manager

Attest:

By:_____
Secretary of the Board of Directors

EXHIBIT A

CONTRACTOR'S BOUNDARY MAP

This is a placeholder page. The Contractor's Boundary Map is to be designated as Exhibit A and appended to the contract.

EXHIBIT B

Insert Contractors name

YEAR Choose a year

STORAGE AND CONVEYANCE RATES

(Per Acre-Foot)

Cost Component	Irrigation[1] Cost of Service	RRA[2] Full Cost 202(3)	RRA[3] Full Cost 205(a)(3)	Incremental[4] Fee	M&I[5] Cost of Service
Water Marketing					
Conveyance O&M*					
Conveyance O&M Sub-Total:					
Other Costs					
Conveyance Construction					
Sub-Total Conveyance:					
Water Marketing and Conveyance Total:					
Conveyance Pumping Construction Sub-Total:					
Storage O&M					
Storage Construction					
Storage Sub-Total:					
Total Marketing, Conveyance and Storage:					

*Conveyance operation and maintenance costs were removed for ratesetting purposes and are billed directly by the Operating Non-Federal Entity.

NOTE: If the Non-Project Water is being conveyed through the Contractor's 9(d) distribution system, a separate rate will be developed for that system.

Additional details of rate components are available on the internet at http://www.usbr.gov/mp/cvpwaterrates/ratebooks/

[1] The Irrigation Cost of Service Rate is applicable to Eligible Lands that are entitled to receive Irrigation Water at other than a Full-Cost Rate.
[2] The RRA Section 202(3) Full Cost Rate is applicable to a Qualified Recipient or to a Limited Recipient (as those terms are defined in Section 202 of the RRA) receiving Irrigation Water on or before October 1, 1981.
[3] The RRA Section 205(a)(3) Full Cost Rate is applicable to a Limited Recipient (as that term is defined in Section 202 of the RRA) that did not receive Irrigation Water on or before October 1, 1981, and those prior law landholders leasing land in excess of their entitlement.
[4] The Incremental Fee is applicable to Ineligible Lands pursuant to subdivision (b) of Article 9 of this Contract. (Incremental Fee requirements for Ineligible Lands are set forth in 43 CFR 426.15.)
[5] The M&I Cost of Service Rate is applicable to Non-Project Water conveyed and diverted for municipal and industrial purposes. See definition of "Municipal and Industrial Water" in subdivision (j) of Article 1 of this Contract.

EXHIBIT C

SOURCE(S) OF CONTRACTOR'S NON-PROJECT WATER

Insert Contractors name

The source of the Contractor's Non-Project Water Supply, commonly known as "Insert water supply name, is described herein below:

EXHIBIT D

WATER QUALITY STANDARDS

This is a placeholder page. The water quality monitoring requirements applicable to the specific Project facilities to be used to convey the Non-Project Water are to be identified as Exhibit D and appended to the Contract.

EXHIBIT E

APPROVED LABORATORY LIST

This is a placeholder page. The Approved Laboratory List for the 2017 water year is to be designated as E and appended to the Contract.

Document2

A separate page with the filename information is to be included with the Official File Copy. The filename information is not to be included with the contracts sent to the Contractor. Right click Document1 and select update field to update filename.