[Exempt From Filing Fee Government Code § 6103]

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10 11 12 13 14	JON D. RUBIN, State Bar No. 196944 <i>jrubin@wwd.ca.gov</i> General Counsel, Westlands Water District 400 Capitol Mall, 28 th Floor Sacramento, California 95814 Telephone: (916) 321-4207 Facsimile: (559) 241-6277	
15 16	Attorneys for Plaintiff WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1	
17	SUPERIOR COURT OF TH	E STATE OF CALIFORNIA
18	COUNTY OF FRESNO	, CENTRAL DIVISION
19	WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1, a	Case No. 20CECG01011
20 21	distribution district in a California Water District,	WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1'S COMPLAINT FOR VALIDATION
22	Plaintiff,	JUDGMENT
23	v.	[Code Civ. Proc. § 860, et seq.]
24	ALL PERSONS INTERESTED IN THE MATTER OF THE CONTRACTS	
25	BETWEEN THE UNITED STATES AND WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1	
26	PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT,	
27 28	Defendants.	
20		

Plaintiff WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1 ("District") alleges as follows:

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Introduction

1. The District files this action seeking a validation judgment, pursuant to Code of Civil 4 5 Procedure section 860, et seq., Water Code sections 35855 and 36520, and Government Code 6 section 53510, et seq., as to four separate contracts between the United States and Westlands Water District Distribution District No. 1 providing for Central Valley Project ("CVP" or "Project") water 7 8 service and facilities repayment, which the District Board of Directors, on January 21, 2020, 9 approved in substantially the form presented to it and authorized their execution and delivery as set 10 forth in Resolution Nos. 101-20, 102-20, 103-20 and 104-20 (collectively "Converted Contracts"). True and correct copies of Resolution Nos. 101-20, 102-20, 103-20 and 104-20 (collectively 11 12 "Resolutions") and the Converted Contracts, as attached to the Resolutions, are attached hereto at 13 Exhibits A through D, respectively, and are incorporated herein by this reference.

14 2. This validation action is brought in this Court under Code of Civil Procedure section
15 860 as a special in rem proceeding for judicial examination, approval, and confirmation of the
16 proceedings leading up to and including the adoption of the Resolutions and resulting approval of
17 the Converted Contracts as set forth in the Resolutions. The terms of each of the Converted Contracts
18 require the institution of this validation action.

3. All such proceedings by and for the District related to the approval of the Converted
Contracts, as set forth herein, were, and are, in the best interests of the District and all interested
parties, and were, and are, in all respects legal and valid, and the Converted Contracts are in all
respects valid under applicable California law.

23

Parties

- 4. The District is, and at all times relevant has been, a public agency within the meaning
 of Code of Civil Procedure section 860.
- 5. The District is, and at all times relevant has been, a distribution district in a California
 Water District duly organized and existing under and by virtue of the California Water District Law
 (Part 6.5 of Division 13 of the California Water Code, at section 36460, et seq.). The District is

located within Fresno and Kings counties, California, and the District's principal office is located in
 Fresno, California.

6. The Defendants named herein as "ALL PERSONS INTERESTED IN THE
MATTER OF THE CONTRACTS BETWEEN THE UNITED STATES AND WESTLANDS
WATER DISTRICT DISTRIBUTION DISTRICT NO. 1 PROVIDING FOR PROJECT WATER
SERVICE AND FACILITIES REPAYMENT" are all interested parties pursuant to Section 861 of
the Code of Civil Procedure and are therefore sued by such designation.

8

Jurisdiction and Venue

9 7. Jurisdiction resides in this Court pursuant to Code of Civil Procedure section 860,
10 Water Code sections 35407, 35408, 35855 and 36520, and Government Code section 53510, et seq.
11 8. Venue resides in this Court pursuant to Code of Civil Procedure section 860 since
12 the District's principal office is located in Fresno, California.

13

Publication of the Summons

9. 14 The Business Journal and the Hanford Sentinel are newspapers published, and are of 15 general circulation, in the County of Fresno and the County of Kings, respectively, and publication 16 of the Summons in these newspapers is consistent with the provisions of Code of Civil Procedure 17 section 861. The Court should therefore order publication of the Summons in said newspapers 18 pursuant to Code of Civil Procedure section 861. The District is informed and believes, and thereon 19 alleges, that the proceedings held herein and the adoption of the Resolutions are of general 20 knowledge to the persons affected thereby or interested therein. The other reasonably practicable 21 manners of providing notice are: (1) notice mailed and/or emailed to District landowners and water 22 users; and (2) notice posted on the Westlands Water District's website. Therefore, the Court should 23 also order that the District mail and/or email the Summons to the District landowners and water 24 users in the same manner the District customarily provides notice to landowners and water users 25 regarding District activities, and order the District to post the Summons on the Westlands Water District's website. 26

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Factual Background

10. The United States constructed and operates the CVP 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.

7

A. Mercy Springs Water District Contract

8 11. On or about September 28, 1959, the Mercy Springs Water District ("MSWD")
9 entered into a contract for water service with the United States, Contract No. 14-06-200-3365
10 ("MSWD Contract"), which provided for the delivery to the MSWD of water diverted through CVP
11 facilities.

12 12. Upon the expiration of the original MSWD Contract, MSWD and the United States
13 entered into successive interim renewal contracts providing for water service including Contract No.
14 14-06-200-3365A-IR8 ending on February 28, 2006.

15 13. On or about May 14, 1999, the District, MSWD, Santa Clara Valley Water District
16 ("SCVWD") and Pajaro Valley Water Management Agency ("PVWMA") and the United States
17 entered into an agreement for partial assignment (Assignment Contract 14-06-200-3365A-IR5-B)
18 of MSWD's water service contract. Under this assignment, MSWD assigned its right, title and
19 interest to 6,260 acre-feet of its water service contract to the District, SCVWD and PVWMA.

14. The District, SCVWD and PVWMA have entered into successive interim renewal
contracts with the United States providing for water service, including most recently Contract No.
14-06-200-3365A-IR17-B, between the United States, the District and SCVWD, ending on
February 28, 2022, or until the applicable Converted Contract is in place.

PVWMA is not included in the new converted contract authorized by the District
through Resolution No. 101-20, pursuant to the terms of the assignment agreement, since it never
exercised the rights PVWMA was accorded under the assignment agreement.

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B.

Centinella Water District Contract

2 16. On or about July 8, 1977, the Centinella Water District ("CWD") entered into a
3 contract for water service with the United States, Contract No. 7-07-20-W0055 ("CWD Contract"),
4 which provided for the delivery to the CWD of water diverted through CVP facilities.

5 17. Upon the expiration of the original 1977 Contract, CWD and the United States
6 entered into successive interim renewal contracts providing for water service including Contract No.
7 7-07-20-W0055-IR8 ending on February 28, 2006.

8 18. On or about November 9, 2004, the District, CWD and the United States entered into
9 an agreement for assignment (Assignment Contract 7-07-20-W0055-IR8-B) of CWD's water service
10 contract. Under this assignment, CWD assigned its right, title and interest to 2,500 acre-feet of its
11 water service contract to the District.

12 19. The District has entered into successive interim renewal contracts with the United
13 States for water service based upon the assignment of the CWD water service contract, including
14 most recently Contract No. 07-07-20-W0055-IR17-B ending on February 28, 2022, or until the
15 applicable Converted Contract is in place.

16

C. Widren Water District Contract

17 20. On or about June 21, 1967, the Widren Water District ("WWD") entered into a
18 contract for water service with the United States, Contract No. 14-06-200-8018 ("WWD Contract"),
19 which provided for the delivery to the WWD of water diverted through CVP facilities.

20 21. Upon the expiration of the original WWD Contract, WWD and the United States
21 entered into successive interim renewal contracts providing for water service including Contract No.
22 14-06-200-8018-IR8 ending on February 28, 2006.

- 23 22. On or about May 27, 2005, the District, WWD and the United States entered into an
 24 agreement for assignment (Assignment Contract 14-06-200-8018-IR8-B) of WWD's water service
 25 contract. Under this assignment, WWD assigned its right, title and interest to 2,990 acre-feet of its
 26 water service contract to the District.
- 27 23. The District has entered into successive interim renewal contracts with the United
 28 States for water service based upon the assignment of the WWD contract, including most recently
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Contract No. 14-06-200-8018-IR17-B ending on February 28, 2022, or until the applicable
 Converted Contract is in place.

3

D.

Broadview Water District

4 24. On or about November 27, 1959, the Broadview Water District ("BWD") entered
5 into a contract for water service with the United States, Contract No. 14-06-200-8092, as amended
6 May 15, 1963 ("BWD Contract"), which provided for the delivery to the BWD of water diverted
7 through CVP facilities.

8 25. Upon the expiration of the original 1959 Contract, as amended, BWD and the United
9 States entered into successive interim renewal contracts providing for water service including
10 Contract No. 14-06-200-8092-IR9 ending on February 28, 2007.

26. On or about March 1, 2007, the District, BWD and the United States entered into an
agreement for assignment (Assignment Contract 14-06-200-8092-IR9) of BWD's water service
contract. Under this assignment, WWD assigned its right, title and interest to 27,000 acre-feet of
its water service contract to the District.

15 27. The District has entered into successive interim renewal contracts with the United
16 States for water service based upon the assignment of the BWD contract, including most recently
17 Contract No. 14-06-200-8092-IR17 ending on February 28, 2022, or until the applicable Converted
18 Contract is in place.

19

E. WIIN Act

20 28. On or about December 16, 2016, the 114th Congress of the United States of America
21 enacted the Water Infrastructure Improvements for the Nation Act (Pub. L. 114-322, 130 Stat. 1628)
22 ("WIIN Act"). Section 4011(a)(1) of the WIIN Act provides that: "upon request of the contractor,
23 the Secretary of the Interior shall convert any water service contract in effect on the date of
24 enactment of this subtitle and between the United States and a water users' association [Contractor]
25 to allow for prepayment of the repayment contract pursuant to paragraph (2) under mutually
26 agreeable terms and conditions."

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F. Converted Contracts

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2 29. Pursuant to, and consistent with, the WIIN Act, the District requested that the United
3 States convert the District's existing interim renewal contracts to repayment contracts. The United
4 States and the District subsequently negotiated terms and conditions to convert the District's existing
5 interim renewal contracts to repayment contracts, and those terms and conditions are reflected in
6 the Converted Contracts. The Converted Contracts also reflect the current standard terms and
7 conditions required by the Reclamation Manual, and continue water service to the District in the
8 same scope and nature of the ongoing CVP and its existing facilities.

9 30. The specific Converted Contracts are: (1) Contract No. 14-06-200-3365A-XXX-B, 10 entitled "Contract Between the United States and Santa Clara Valley Water District and Westlands" Water District Distribution District No. 1 Providing for Project Water Service and Facilities 11 12 Repayment," based upon the water assigned under the MSWD Contract and the subject of 13 Resolution No. 101-20 ("MSWD Assignment Converted Contract"); (2) Contract No. 7-02-30-W0055-XXX, entitled "Contract Between the United States and Westlands Water District 14 Distribution District No. 1 Providing for Project Water Service and Facilities Repayment," based 15 16 upon the water assigned under the CWD Contract and the subject of Resolution No. 102-20 ("CWD 17 Assignment Converted Contract"); (3) Contract No. 14-06-200-8018-XXX, entitled "Contract 18 Between the United States and Westlands Water District Distribution District No. 1 Providing for 19 Project Water Service and Facilities Repayment," based upon the water assigned under the WWD 20 Contract and the subject of Resolution No. 103-20 ("WWD Assignment Converted Contract"); and (4) Contract No. 14-06-200-8092-XXX, entitled "Contract Between the United States and 21 Westlands Water District Distribution District No. 1 Providing for Project Water Service and 22 23 Facilities Repayment," based upon water assigned under the BWD Contract and the subject of 24

Resolution No. 104-20 ("BWD Assignment Converted Contract").
31. Under the Converted Contracts, ongoing receipt and delivery of water to the District
will continue with no expansion of service and no new facilities constructed because the District
will deliver the water received under the Converted Contracts: (a) to lands within the District's
boundaries for beneficial use and that have been in production, and (b) through existing facilities.

- 32. Although the specific terms of the Converted Contracts are set forth within their text
 as incorporated herein, the following highlight some of the changes made:
- 3 (a) superfluous recitals in the existing interim renewal contracts were deleted and
 4 new recitals were added to explain the basis for the conversion;
- (b) definitions were: (1) added to reflect new provisions required to convert the
 existing interim renewal contracts to repayment contracts, and (2) modified to reflect requirements
 of the Reclamation Manual;

8 (c) the terms of the existing interim renewal contracts were deleted and new text
9 added that provides a new effective dates based upon the contract's execution, and for each of the
10 contracts to continue so long as certain conditions are met;

(d) provisions, principally those related to rates, method of payment and
repayment, were deleted, revised, and supplemented to reflect the payment obligation and mandates
of the WIIN Act; and

(e) other provisions were deleted, revised, and supplemented to reflect text
mandated by the Reclamation Manual.

33. The District reviewed the terms and conditions of the Converted Contracts and found
the form and content thereof to be acceptable to the District and appropriate for execution. The terms
and conditions of the Converted Contracts are within the scope of the authority granted by the
District's Board of Directors through the Resolutions, and consistent with, the District's powers and
authorities under California Water District Law, including Water Code sections 35851, 35875 and
36520.

22 34. On January 21, 2020, at a duly noticed and regular meeting of the District's Board of 23 Directors, the Board of Directors adopted the Resolutions. Prior to and at this meeting, the District 24 complied with the Ralph M. Brown Act, Government Code section 54950, et seq. Prior to this 25 meeting and in accord with the provisions of the Brown Act, the District, among other actions, timely posted on January 16, 2020, at its Fresno office, 3130 North Fresno Street, Fresno, CA 26 27 93703, and at its 5-Points office, 23050 W. Mt. Whitney Avenue, Five Points, CA 93624, a written 28 agenda for the January 21, 2020 meeting. This agenda described the Board of Directors' intent to 1923137.4 2010-100

consider the adoption of the Resolutions, and provided interested parties with the opportunity to
review and comment upon the proposed Resolutions and Converted Contracts. On January 16,
2020, the District also timely distributed copies of the agenda and posted a copy of the agenda
through a prominent direct link, on the Westlands Water District's website, at https://wwd.ca.gov,
all in conformance with the provisions of the Ralph M. Brown Act, Government Code section
54950, et seq. A true and correct copy of the agenda, as posted and distributed by the District, is
attached hereto at Exhibit E, and is incorporated herein by reference.

8 35. Through the Board's adoption of the Resolutions, the Board: (a) authorized the filing
9 of notices of statutory exemption and categorical exemption from the California Environmental
10 Quality Act for approval of and authorization to execute the Converted Contracts; (b) authorized the
11 approval, execution, and delivery of the Converted Contracts; and (c) authorized additional actions
12 in furtherance thereof.

36. No case has been filed challenging the District's actions under the California
Environmental Quality Act, and the time for filing any such action has now passed.

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16

First Cause of Action

(Validation Action as to all Defendants re MSWD Assignment Converted Contract)

17 37. The District incorporates by reference, as though fully set forth herein, each and
18 every paragraph alleged in this Complaint.

38. The District and the United States have agreed upon the terms of the MSWD
Assignment Converted Contract, and the District's Board of Directors has duly approved and
authorized the execution of the MSWD Assignment Converted Contract pursuant to Resolution No.
101-20.

39. Such entry into and execution of the MSWD Assignment Converted Contract is
authorized and consistent with the District's rights and powers under California Water District Law
in order to help assure and safeguard an adequate water supply for the District and its landowners
and water users.

40. The District therefore seeks a decree, pursuant to Code of Civil Procedure section
860, et seq., determining that: (a) the District has, and at all times relevant has had, the authority to
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1	enter into said MSWD Assignment Converted Contract, including as set forth in Water Code
2	sections 35851, 35875 and 36520; (b) all of the proceedings of the District's approval of the MSWD
3	Assignment Converted Contract were in all respects legal and valid and that the same are approved
4	and confirmed; and (c) said MSWD Assignment Converted Contract, and each and every provision
5	thereof, is in all respects valid under applicable California law.
6	Second Cause of Action
7	(Validation Action as to all Defendants re CWD Assignment Converted Contract)
8	41. The District incorporates by reference, as though fully set forth herein, each and
9	every paragraph alleged in this Complaint.
10	42. The District and the United States have agreed upon the terms of the CWD
11	Assignment Converted Contract, and the District's Board of Directors has duly approved and
12	authorized the execution of the CWD Assignment Converted Contract pursuant to Resolution No.
13	102-20.
14	43. Such entry into and execution of the CWD Assignment Converted Contract is
15	authorized and consistent with the District's rights and powers under California Water District Law
16	in order to help assure and safeguard an adequate water supply for the District and its landowners
17	and water users.
18	44. The District therefore seeks a decree, pursuant to Code of Civil Procedure section
19	860, et seq., determining that: (a) the District has, and at all times relevant has had, the authority to
20	enter into said CWD Assignment Converted Contract, including as set forth in Water Code sections
21	35851, 35875 and 36520; (b) all of the proceedings of the District's approval of the CWD
22	Assignment Converted Contract were in all respects legal and valid and that the same are approved
23	and confirmed; and (c) said CWD Assignment Converted Contract, and each and every provision
24	thereof, is in all respects valid under applicable California law.
25	Third Cause of Action
26	(Validation Action as to all Defendants re WWD Assignment Converted Contract)
27	45. The District incorporates by reference, as though fully set forth herein, each and
28	every paragraph alleged in this Complaint.
	1923137.4 2010-100
	WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1'S COMPLAINT FOR VALIDATION 10 JUDGMENT

46. The District and the United States have agreed upon the terms of the WWD
 Assignment Converted Contract, and the District's Board of Directors has duly approved and
 authorized the execution of the WWD Assignment Converted Contract pursuant to Resolution No.
 103-20.

5 47. Such entry into and execution of the WWD Assignment Converted Contract is 6 authorized and consistent with the District's rights and powers under California Water District Law 7 in order to help assure and safeguard an adequate water supply for the District and its landowners 8 and water users.

48. The District therefore seeks a decree, pursuant to Code of Civil Procedure section
860, et seq., determining that: (a) the District has, and at all times relevant has had, the authority to
enter into said WWD Assignment Converted Contract, including as set forth in Water Code sections
35851, 35875 and 36520; (b) all of the proceedings of the District's approval of the WWD
Assignment Converted Contract were in all respects legal and valid and that the same are approved
and confirmed; and (c) said WWD Assignment Converted Contract, and each and every provision
thereof, is in all respects valid under applicable California law.

16

17

Fourth Cause of Action

(Validation Action as to all Defendants re BWD Assignment Converted Contract)

18 49. The District incorporates by reference, as though fully set forth herein, each and19 every paragraph alleged in this Complaint.

50. The District and the United States have agreed upon the terms of the BWD
Assignment Converted Contract, and the District's Board of Directors has duly approved and
authorized the execution of the BWD Assignment Converted Contract pursuant to Resolution No.
104-20.

Such entry into and execution of the BWD Assignment Converted Contract is
authorized and consistent with the District's rights and powers under California Water District Law
in order to help assure and safeguard an adequate water supply for the District and its landowners
and water users.

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52. The District therefore seeks a decree, pursuant to Code of Civil Procedure section
860, et seq., determining that: (a) the District has, and at all times relevant has had, the authority to
enter into said BWD Assignment Converted Contract, including as set forth in Water Code sections
35851, 35875 and 36520; (b) all of the proceedings of the District's approval of the BWD
Assignment Converted Contract were in all respects legal and valid and that the same are approved
and confirmed; and (c) said BWD Assignment Converted Contract, and each and every provision
thereof, is in all respects valid under applicable California law.

8

WHEREFORE, the District prays for judgment as follows:

9 1. That this action is properly brought under Code of Civil Procedure section 860, et
10 seq., Water Code sections 35407, 35408, 35855 and 36520, and Government Code section 53510,
11 et seq., and is a proper procedure to determine the validity of the Converted Contracts, and each of
12 them, and all of the other proceedings described in this Complaint;

That the District is a distribution district in a California water district, duly organized
 and existing under, and by virtue of, the California Water District Law (Part 6.5 of Division 13 of
 the California Water Code, at section 36460, et seq.), lying within the counties of Fresno and Kings,
 State of California, and is a public agency of the State of California;

17 3. That judgment be entered determining that all persons having, or claiming to have, 18 any interest in the Converted Contracts, and each of them, and the proceedings leading up to and 19 including the making and approval of said Converted Contracts, and each of them, and the validity 20 of the provisions thereof, and any landowner or water user in said District and any interested person, 21 have each and all been duly served with process and summoned to appear and answer the complaint 22 of the District herein by the publication of the Summons pursuant to Code of Civil Procedure section 23 861 and Government Code section 6063, and other means found reasonably practicable by the 24 Court, all in compliance with the law and pursuant to the order of the Court, that said publication 25 was for the time and in the form and manner in all respects as required by law;

4. That judgment be entered determining that: (a) that the District has, and at all times
relevant has had, the authority to enter into said Converted Contracts, and each of them, under
California Water District Law, including Water Code sections 35851, 35875 and 36520; (b) that all
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1	of the proceedings to the District's approval of said Converted Contracts, and each of them, were in
2	all respects legal and valid and the same are hereby approved and confirmed; and (c) that said
3	Converted Contracts, and each of them, are in all respects valid under applicable California law;
4	5. That, pursuant to Code of Civil Procedure section 870, the Court finds that the
5	judgment as entered in this action be forever binding and conclusive as to all matters herein
6	adjudicated and as to all matters which could have been adjudicated herein as to the validity and
7	binding nature of the Converted Contracts, and each of them, against the District and against all

8 other parties to this action, related to the matters described in paragraphs 1 through 4 hereof;

6. That the Court provide in its judgment an appropriate injunction permanently
enjoining and restraining each and every person from instituting any action or proceeding raising
any issues as to the validity and binding nature of the Converted Contracts, and each of them, as to
which the judgment is binding and conclusive pursuant to Code of Civil Procedure section 870; and
7. For such other and further relief as the Court deems just and proper.

By:

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15 Dated: March 18, 2020

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD A Professional Corporation

aller Hern

Daniel J. O'Hanlon William T. Chisum Attorneys for Plaintiff WESTLANDS WATER DISTRICT

1		INDEX OF EXHIBITS
2	Exhibit A	Resolution No. 101-20, Westlands Water District Distribution District No. 1, A Resolution of the Board of Directors: Authorizing the Filing of Notices of Statutory
3		Exemption and Categorical Exemption from the California Environmental Quality Act for Approval of and Authorization to Execute the Contract Between the United
4		States and Westlands Water District Distribution District No. 1 Providing for Project Water Service and Facilities Repayment, Authorizing Approval, Execution, and
5		Delivery of the Contract Between the United States and Westlands Water District Distribution District No. 1 Providing for Project Water Service and Facilities
6 7		Repayment, and Authorizing Actions in Furtherance Thereof including attached Contract No.14-06-200-3365A-XXX-B, entitled "Contract Between the United States and Santa Clara Vallay Water District and Westlands Water District
8		States and Santa Clara Valley Water District and Westlands Water District Distribution District No. 1 Providing for Project Water Service and Facilities Repayment".
9	Exhibit B	Resolution No. 102-20, Westlands Water District Distribution District No. 1, A
10		Resolution of the Board of Directors: Authorizing the Filing of Notices of Statutory Exemption and Categorical Exemption from the California Environmental Quality Act for Approval of and Authorization to Execute the Contract Between the United
11		States and Westlands Water District Distribution District No. 1 Providing for Project Water Service and Facilities Repayment, Authorizing Approval, Execution, and
12		Delivery of the Contract Between the United States and Westlands Water District Distribution District No. 1 Providing for Project Water Service and Facilities
13		Repayment, and Authorizing Actions in Furtherance Thereof including attached Contract No. Contract No. 7-02-30-W0055-XXX, entitled "Contract Between the
14		United States and Westlands Water District Distribution District No. 1 Providing for Project Water Service and Facilities Repayment".
15	Exhibit C	Resolution No. 103-20, Westlands Water District Distribution District No. 1, A
16 17		Resolution of the Board of Directors: Authorizing the Filing of Notices of Statutory Exemption and Categorical Exemption from the California Environmental Quality Act for Approval of and Authorization to Execute the Contract Between the United
18		States and Westlands Water District Distribution District No. 1 Providing for Project Water Service and Facilities Repayment, Authorizing Approval, Execution, and
19		Delivery of the Contract Between the United States and Westlands Water District Distribution District No. 1 Providing for Project Water Service and Facilities
20		Repayment, and Authorizing Actions in Furtherance Thereof including attached Contract No. 14-06-200-8018-XXX, entitled "Contract Between the United States
21		and Westlands Water District Distribution District No. 1 Providing for Project Water Service and Facilities Repayment".
22	Exhibit D	Resolution No. 104-20, Westlands Water District Distribution District No. 1, A Resolution of the Board of Directors: Authorizing the Filing of Notices of Statutory
23		Exemption and Categorical Exemption from the California Environmental Quality Act for Approval of and Authorization to Execute the Contract Between the United
24		States and Westlands Water District Distribution District No. 1 Providing for Project Water Service and Facilities Repayment, Authorizing Approval, Execution, and
25		Delivery of the Contract Between the United States and Westlands Water District Distribution District No. 1 Providing for Project Water Service and Facilities
26 27		Repayment, and Authorizing Actions in Furtherance Thereof including attached Contract No. 14-06-200-8092-XXX, entitled "Contract Between the United States and Westlands Water Distribution District No. 1 Providing for Project Water
27		and Westlands Water District Distribution District No. 1 Providing for Project Water Service and Facilities Repayment".
20	1923137.4 2010-10	0
	WESTLANI	DS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1'S COMPLAINT FOR VALIDATION 14
		JUDGMENT

1	Exhibit E	Westlands January 21,	Water District 2020 meeting.	Notice	of	Regular	Meeting	and	Agenda	Notice	re
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EXHIBIT A

I

RESOLUTION NO. 101-20

WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1

A RESOLUTION OF THE BOARD OF DIRECTORS:

AUTHORIZING THE FILING OF NOTICE OF CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR APPROVAL OF AND AUTHORIZATION TO EXECUTE THE CONTRACT BETWEEN THE UNITED STATES AND WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1 PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT,

AUTHORIZING APPROVAL, EXECUTION, AND DELIVERY OF THE CONTRACT BETWEEN THE UNITED STATES AND WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1 PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT, AND

AUTHORIZING ACTIONS IN FURTHERANCE THEREOF

WHEREAS, Mercy Springs Water District (MSWD) entered into a contract for water service with the United States on September 28, 1959, Contract No. 14-06-200-3365 (the "Original Contract"), which provided for the delivery of up to 13,300 acre feet of water diverted through Central Valley Project facilities. Upon expiration of the Original Contract, MSWD entered into successive interim renewal contracts with the United States of America providing for water service, including Contract No. 14-06-200-3365A-IR8 ending on February 28, 2006; and

WHEREAS, on May 14, 1999, Pajaro Valley Water Management Agency, Santa Clara Valley Water District, Westlands Water District Distribution District No.1 (District), MSWD and the United States through the Bureau of Reclamation entered into an agreement for partial assignment (Assignment Contract 14-06-200-3365A-IR5-B) of MSWD's water service contract. Under this Assignment Contract, MSWD assigned its right, title and interest to 6,260 acre-feet of its water service contract to the District, Pajaro Valley Water Management Agency, and Santa Clara Valley Water District; and

WHEREAS, Pajaro Valley Water Management Agency, Santa Clara Valley Water District, and the District entered into successive interim renewal contracts with the United States of America providing for water service, including the current Contract No. 14-06-200-3365A-IR16-B (Existing Interim Renewal Contract) ending on February 29, 2020; and

WHEREAS, the United States has tendered a form of an interim renewal contract to the District, Renewal Contract No. 14-06-200-3365A-IR17-B, (Interim Renewal Contract) which provides for the delivery of water diverted through Central Valley Project facilities under terms that are substantially the same as the Existing Interim Renewal Contract, which if executed, would remain in effect through February 28, 2022; and

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

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

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

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

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

WHEREAS, on or about April 23, 2018, pursuant to WIIN Act, 4011(a)(1), the District requested that United States Bureau of Reclamation initiate the process to convert its water service contract to a repayment contract.

WHEREAS, pursuant to and consistent with the WIIN Act, the United States, Santa Clara Valley Water District and the District negotiated terms and conditions that convert the Existing Interim Renewal Contract to a repayment contract, and those terms and conditions are reflected in the attached Converted Contract between the United States, Santa Clara Valley Water District and Westlands Water District Distribution District No. 1

providing for Project Water Service and Facilities Repayment, which is incorporated herein by this reference (Converted Contract); and

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

WHEREAS, the Converted Contract continues water service to the District and Santa Clara Valley Water District within established parameters, in the same scope and nature of the ongoing Central Valley Project and its existing facilities; and

WHEREAS, the United States has determined that the District and Santa Clara Valley Water District have fulfilled all of their obligations under the Existing Interim Renewal Contract; and

WHEREAS, the District and Santa Clara Valley Water District have demonstrated to the satisfaction of the Contracting Officer that they have utilized the Project Water supplies available to them for reasonable and beneficial use and expects to utilize fully for reasonable and beneficial use the quantity of Project Water to be made available to them pursuant to the Converted Contract; and

WHEREAS, water obtained from the Project has been relied upon by urban and agricultural areas within California for more than 50 years, and is considered by the District as an essential portion of its water supply; and

WHEREAS, the economies of regions within the Project, including the District's, depend upon the continued availability of water, including water service from the Project; and

WHEREAS, it is imperative to the District and its landowners that the District continue water service to lands within the District for beneficial use, and the District therefore proposes to enter into the Converted Contract; and

WHEREAS, under the Converted Contract, ongoing receipt and delivery of water will continue with no expansion of service and no new facilities constructed because the District will deliver the water received under the Converted Contract: (1) to lands within the District's boundaries for beneficial use and that have been in production, and (2) through existing facilities; and

WHEREAS, the District has reviewed the terms and conditions of the Converted Contract and finds the form and content thereof to be acceptable to the District and appropriate for execution; and WHEREAS, the District maintains in its records copies of contracts, water delivery reports, crop information and other data supporting these factual findings.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED as follows:

1. The facts set forth in the recitals above and in the documents referenced therein are true and correct, and the Board so finds and determines.

2. The Converted Contract will not create any effects specified in Title 14 of the California Code of Regulations, Section 15300.2.

3. Executing the Converted Contract is exempt from the California Environmental Quality Act based on its record of proceedings showing that the Converted Contract continues water service to the District within established parameters, in the same scope and nature of the ongoing Central Valley Project and its existing facilities; it involves no increase in existing service; and no new construction, expansion, or any modification to the existing distribution system; nor any change in the source of water to be delivered, or the uses to which such supplies will be put.

4. Execution of the Converted Contract is categorically exempt from compliance with the California Environmental Quality Act as provided in Title 14 of the California Code of Regulations, Section 15300 through 15333, with particular reference to Section 15301, because it merely provides for continued operation of existing facilities.

5. The District shall prepare and file a Notice of Exemption with the Clerks of Fresno and Kings Counties and the Office of Planning and Research (State Clearinghouse) as provided for in Title 14 of the California Code of Regulations, Section 15062(b), in substantially the forms attached hereto as Exhibit A.

The Converted Contract in substantially the form presented to the Board and on file with the Secretary is hereby approved.

7. The President of the District is hereby authorized to execute and deliver the Converted Contract in substantially the form attached hereto, with such additional changes and/or modifications as are approved by the President of the District, its General Manager, and its General Counsel.

8. The District's officers, staff, and consultants are authorized and directed to take all additional actions they deem necessary or appropriate in order to carry out the intent of this resolution.

9. A certified copy of this resolution shall be prepared and transmitted by the District's Secretary to the United States Bureau of Reclamation.

Adopted at a regular meeting of the Board of Directors, at Fresno, California, this 21st day of January, 2020.

AYES: Directors Anderson, Bourdeau, Coelho, Errotabere, Enos, Ferguson, Neves, Nunn and Peracchi

NOES: None

ABSENT: None

Bobbie Ormonde, District Secretary

Notice of Exemption

Го:	Office of Planning and Research		
	P.O. Box 3044, Room 113		
	Sacramento, CA 95812-3044		

From: (Public Agency): Westlands Water District P.O. Box 6056

Fresno, CA 93703-6056

Project Location - County:

(Address)

Fresno and Kings

Project Title: Westlands Water District Distribution District No. 1 Central Valley Project Water Repayment Contract #14-08-200-3385A-XXX-8 (Mercy Springs 2-way Panial Assignment Conversion to Repayment)

Project Applicant: Westlands Water District - Distribution District No. 1

Project Location - Specific:

County Clerk

County of: Fresno 2221 Kern Street Fresno, CA 93721

Within the boundaries of the Westlands Water District

Project Location - City: Not Applicable

Description of Nature, Purpose and Beneficiaries of Project:

The project is the execution of Contract #14-06-200-3365A-XXX-B (Mercy Springs 2-way Partial Assignment), which would convert Westlands Water District Distribution District No. 1's (District) existing water service contract to a repayment contract that provides the terms and conditions for water service with the United States Bureau of Reclamation (USBR) for the purpose of continuing delivery of Central Valley Project water within established parameters to lands within the District's existing service area boundary. The beneficiaries of the project are the District, its landowners, and water users. The USBR is a party to the trilateral agreement and as such is a recipient of the District's approval (Pub. Resources Code, §§21065, 21167.6.5). The project is entirely administrative in scope.

Name of Public Agency Approving Project: Westlands Water District - Distribution District No. 1

Name of Person or Agency Carrying Out Project: Westlands Water District - Distribution District No. 1

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: CEQA Guidelines, §15301
- Statutory Exemptions. State code number:

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Reasons why project is exempt:

The project is also exempt under 14 CCR 15301 as it provides for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The Project is wholly administrative in scope as the project involves no construction, alteration, or expansion of an existing use.

Lead Agency Contact Person:	Jose Gutierrez		Area Code/Telep	hone/E	xtension:	(559) 241-6215
	ant: ified document of exemption ce of Exemption been filed by			ving the	project? [🗉 Yes 🗖 No
Signature:		Date:	January 22, 2020	Title:	Chief Op	perating Officer
I Signe	ed by Lead Agency 🗉 Signe	d by Ap	oplicant			
Authority cited: Section	ns 21083 and 21110, Public Resou	irces Cod	te. Date R	eceived f	or filing at O	PR:

Revised 2011

Appendix E

Print Form

NOTICE OF EXEMPTION

- To: X Office of Planning and Research/State Clearinghouse P.O. Box 3044, 1400 Tenth Street, Room 222 Sacramento, CA 95812-3044
 - County Clerk/County Recorder
 County of Fresno
 2220 Tulare Street
 Fresno, CA 93721
 - X County Clerk/County Recorder County of Kings County Government Center 1400 West Lacey Boulevard Hanford, CA 93230
- From: X Westlands Water District P.O. Box 6056 Fresno, CA 93703
- Project Title: Westlands Water District Distribution District No. 1 Central Valley Project Water Repayment Contract #14-06-200-3365A-XXX-B (Mercy Springs 2-way Partial Assignment Conversion to Repayment).

Project Applicant: Westlands Water District - Distribution District No. 1

Project Location - Specific: Within the boundaries of the Westlands Water District.

Project Location – City: Not Applicable Project Location – County: Fresno and Kings.

Description of Nature, Purpose and Beneficiaries of Project:

The project is the execution of Contract #14-06-200-3365A-XXX-B (Mercy Springs 2-way Partial Assignment), which would convert Westlands Water District Distribution District No. 1's (District) existing water service contract to a repayment contract that provides the terms and conditions for water service with the United States Bureau of Reclamation (USBR) for the purpose of continuing delivery of Central Valley Project water within established parameters to lands within the District's existing service area boundary. The beneficiaries of the project are the District, its landowners, and water users. The USBR is a party to the trilateral agreement and as such is a recipient of the District's approval (Pub. Resources Code, §§21065, 21167.6.5). The project is entirely administrative in scope.

Name of Public Agency Approving Project: Westlands Water District - Distribution District No. 1

Name of Person or Agency Carrying Out Project: Westlands Water District - Distribution District No. 1

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- X Categorical Exemption. State type and section number: <u>CEQA Guidelines</u>, §15301
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The project is also exempt under 14 CCR 15301 as it provides for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The Project is wholly administrative in scope as the project involves no construction, alteration, or expansion of an existing use.

Lead Agency

Contact Person: Jose Gutierrez

Area Code/Telephone/Extension: (559) 241-6215

If filed by applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a Notice of Exemption been filed by the public agency approving the project? X YES NO

Signature: _____ Date: January 22, 2020 Title: Chief Operating Officer .

X Signed by Lead Agency X Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Reference: Sections 21108, 21152, and 21152.1, Public Resources Code. Date Received for filing at OPR:

Revised 2011

Irrigation and M&I Contract No. 14-06-200-3365A-XXX-B (Mercy Springs 2-way Partial Assignment)

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

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Article No.

CONTRACT BETWEEN THE UNITED STATES AND

SANTA CLARA VALLEY WATER DISTRICT AND WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1 PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT

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Contract No. 14-06-200-3365A-XXX-B

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Exhibit A – Rates and Charges Exhibit B – Repayment Obligation Exhibit C – Pajaro Valley Water Management Agency Letter Exhibit D – 1999 Partial Assignment Agreement

Contract No. 14-06-200-3365A-XXX-B

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

<u>CONTRACT BETWEEN THE UNITED STATES</u> <u>AND</u> <u>SANTA CLARA VALLEY WATER DISTRICT AND</u> <u>WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1</u> <u>PROVIDING FOR PROJECT WATER SERVICE</u> <u>AND FACILITIES REPAYMENT</u>

1	THIS CONTRACT, made this day of 20, in pursuance generally of
2	the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary thereto,
3	including, but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and
4	supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70
5	Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100
6	Stat. 3050), as amended Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), as
7	amended, and the Water Infrastructure Improvements for the Nation Act (Public Law 114-322,
8	130 Stat. 1628), Section 4011 (a-d) and (f) ("WIIN Act"), all collectively hereinafter referred to
9	as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter
10	referred to as the United States, and SANTA CLARA VALLEY WATER DISTRICT AND
11	WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1, hereinafter referred to
12	as the Contractors, public agencies of the State of California, duly organized, existing, and acting
13	pursuant to the laws thereof;
14	WITNESSETH, That:

EXPLANATORY RECITALS

[1st] 16 WHEREAS, the United States has constructed and is operating the Central Valley 17 Project, California, for diversion, storage, carriage, distribution, and beneficial use, for flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and 18 restoration, generation and distribution of electric energy, salinity control, navigation, and other 19 beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and 20 the San Joaquin River and their tributaries; and 21 [2nd] WHEREAS, the United States constructed the Delta-Mendota Canal and related 22 23 facilities, hereinafter collectively referred to as the Delta Division facilities, which will be used in part for the furnishing of water to the Contractors pursuant to the terms of this Contract; and 24 [3rd] WHEREAS, the Mercy Springs Water District (District) and the United States 25 entered into Contract No. 14-06-200-3365A, dated June 21, 1967, which provided the District, 26 Central Valley Project water from the Delta-Mendota Canal from June 21, 1967 to February 28. 27 1995; and 28 [4th] 29 WHEREAS, the United States and the District entered into Contracts No. 14-06-200-3365A-IR1 and 14-06-200-3365A-IR2, which provided for the continued water service to 30 the District from March 1, 1995, through February 29, 2000; and 31 [5th] WHEREAS, the District assigned to the Contractors and Pajaro Valley Water 32 Management Agency on May 14, 1999, the right, title, and interest in that portion of Contract 33

34 No. 14-06-200-3365A-IR2 consisting of 6,260 acre-feet of the entitlement of the Project Water

35 including any rights to renew Contract No. 14-06-200-3365A-IR2 for the entitlement; and

36 [6th] WHEREAS, the Contractors and Pajaro Valley Water Management Agency

37 entered into a separate agreement on May 14, 1999, stating their terms and conditions for sharing

38 the assigned Project Water supply; and

39	[7 th] WHEREAS, the United States and the Contractors and Pajaro Valley Water
40	Management Agency entered into Contract Number 14-06-200-3365A-IR3-B and subsequent
41	Interim Renewal Contracts 14-06-200-3365A-IR4-B through 14-06-200-3365A-IR16-B, the last
42	of which is hereinafter referred to as the "Existing Contract", which established terms for the
43	delivery of Project Water to the Contractors from the Delta Division, and which was in effect the
44	date the WIIN Act was enacted; and
45	[8 th] WHEREAS, Project Water has never been delivered to Pajaro Valley Water
46	Management Agency pursuant to the Existing Contract, and on July 26, 2019, the Contracting
47	Officer received a letter (Exhibit C) from the General Manager of Pajaro Valley Water
48	Management Agency withdrawing its interest in Contract No. 14-06-200-3365A-IR3-B and all
49	successive renewals; and
50	[9 th] WHEREAS, on December 16, 2016, the 114th Congress of the United States of
51	America enacted the WIIN Act; and
52	[10th] WHEREAS, Section 4011(a)(1) provides that "upon request of the contractor, the
53	Secretary of the Interior shall convert any water service contract in effect on the date of
54	enactment of this subtitle and between the United States and a water users' association
55	[Contractors] to allow for prepayment of the repayment contract pursuant to paragraph (2) under
56	mutually agreeable terms and conditions."; and
57	[11 th] WHEREAS, Section 4011(a)(1) further provides that "the manner of conversion
58	under this paragraph shall be as follows: (A) Water service contracts that were entered into
59	under section (e) of the Act of August 4, 1939 (53 Stat. 1196), to be converted under this section
60	shall be converted to repayment contracts under section 9(d) of that Act (53 Stat. 1195)"; and
61	"(B) Water service contracts that were entered under subsection (c)(2) of section 9 of the Act of

	62	August 4, 1939 (53 Stat. 1194), to be converted under this section shall be converted to a
ł	63	contract under subsection (c)(1) of section 9 of that Act (53 Stat. 1195)."; and
	64	[12 th] WHEREAS, Section 4011(a)(4)(C) further provides all contracts entered into
	65	pursuant to Section 4011(a)(1), (2), and (3) shall "not modify other water service, repayment,
	66	exchange, and transfer contractual rights between the water users' association [Contractors], and
	67	the Bureau of Reclamation, or any rights, obligations, or relationships of the water users'
	68	association [Contractors] and their landowners as provided under State law."; and
	69	[13 th] WHEREAS, Section 4011(d)(3) and (4) of the WIIN Act provides that
	70	"implementation of the provisions of this subtitle shall not alter(3) the priority of a water
	71	service or repayment contractor to receive water; or (4) except as expressly provided in this
	72	section, any obligations under the Federal Reclamation law, including the continuation of
	73	Restoration Fund charges pursuant to section 3407(d) (Pub. L. 102-575), of the water service and
	74	repayment contractors making prepayments pursuant to this section."; and
	75	[14 th] WHEREAS, upon the request of the Contractors, the WIIN Act directs the
	76	Secretary to convert irrigation water service contracts and Municipal and Industrial (M&I) water
	77	service contracts into repayment contracts, amend existing repayment contracts, and allow
	78	contractors to prepay their construction cost obligations pursuant to applicable Federal
	79	Reclamation law; and
	80	[15 th] WHEREAS, the United States has determined that the Contractors have to date
	81	fulfilled all of its obligations under the Existing Contract; and
	82	[16 th] WHEREAS, the Contacting Officer has determined that the Contractors have the
	83	capability to fully utilize for reasonable and beneficial use, or shown projected future reasonable

.

Contract; and 85 [17th] WHEREAS, the Contracting Officer and the Contractors agree that this Contract 86 complies with Section 4011 of the WIIN Act; and 87 [18th] WHEREAS, the Contracting Officer and the Contractors agree to amend and 88 89 convert the Existing Contract pursuant to section 4011 of the WIIN Act and other Federal Reclamation law on the terms and conditions set forth below: 90 91 NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby mutually agreed by the parties hereto as follows: 92 93 DEFINITIONS 1. When used herein unless otherwise distinctly expressed, or manifestly 94 incompatible with the intent of the parties as expressed in this Contract, the term; 95 96 (a) "Additional Capital Obligation" shall mean construction costs or other 97 capitalized costs incurred after the effective date of Contract or not reflected in the Existing Capital Obligation as defined herein and in accordance with Section 4011, subsection (a)(2)(B) 98 and (a)(3)(B) of the Water Infrastructure Improvements for the Nation Act (Pub. L. 114-322, 130 99 Stat. 1628) ("WIIN Act"); 100 "Calendar Year" shall mean the period January 1 through December 31, 101 (b) 102 both dates inclusive; 103 "Charges" shall mean the payments required by Federal Reclamation law (c) 104 in addition to the Rates and Tiered Pricing Component specified in this Contract as determined 105 annually by the Contracting Officer pursuant to this Contract;

and beneficial use for, the quantity of Project Water to be made available to it pursuant to this

84

Contract No. 14-06-200-3365A-XXX-B

106	(d) "Contractors' Boundaries" shall mean the area to which the Contractors
107	are permitted to provide Project Water under this Contract;
108	(e) "CVPIA" shall mean the Central Valley Project Improvement Act, Title
109	XXXIV of the Act of October 30, 1992 (106 Stat. 4706);
110	(f) "Delivered Water" or "Water Delivered" shall mean Project Water made
111	available to the Contractors and diverted at the point(s) of delivery approved by the Contracting
112	Officer;
113	(g) "Eligible Lands" shall mean all lands to which Irrigation Water may be
114	delivered in accordance with Section 204 of the Reclamation Reform Act of October 12, 1982
115	(96 Stat. 1263), as amended;
116	(h) "Excess Lands" shall mean all lands defined as excess in Section 204 of
117	the Reclamation Reform Act of 1982, other than those lands exempt from acreage limitation
118	under Federal Reclamation law;
119	(i) "Existing Capital Obligation" shall mean the remaining amount of
120	construction costs or other capitalized costs allocable to the Contractors as described in section
121	4011, subsections (a)(2)(A) and (a)(3)(A) of the WIIN Act, and as identified in the Central
122	Valley Project Irrigation Water Rates and/or Municipal and Industrial Water Rates, respectively,
123	dated Month/Day/Year [specify ratebook year for all contractors.] [contractor specific to address
124	the intertie], as adjusted to reflect payments not reflected in such schedule. The Contracting
125	Officer has computed the Existing Capital Obligation and such amount is set forth in Exhibit B,
126	which is incorporated herein by reference;
127	(j) "Full Cost Rate" shall mean that water rate described in Sections 205(a)(3)
128	or 202(3) of the Reclamation Reform Act of 1982, whichever is applicable;

129	(k)	"Ineligible Lands" shall mean all lands to which Irrigation Water may not
130	be delivered in acco	rdance with Section 204 of the Reclamation Reform Act of 1982;
131	(1)	"Irrigation Water" shall mean the use of Project Water to irrigate lands
132		duction of commercial agricultural crops or livestock, and domestic and
133	other uses that are in	1
134	(m)	"Landholder" shall mean an individual or entity attributed with the total
135	irrigable acreage of	one or more tracts of land situated in one or more districts owned and/or
136	operated under a lea	se which is served with Irrigation Water pursuant to a contract with the
137	United States;	
138	(n)	"Municipal and Industrial (M&I) Water" shall mean the use of Project
139	Water for municipal	, industrial, and miscellaneous other purposes not falling under the definition
140	of "Irrigation Water"	or within another category of water use under an applicable Federal
141	authority;	
142	(0)	"Operation and Maintenance" or "O&M" shall mean normal and
143	reasonable care, con	trol, operation, repair, replacement and maintenance of Project facilities;
144	(p)	"Operating Non-Federal Entity" shall mean a Non-Federal entity which
145	has the obligation to	operate and maintain all or a portion of the Delta Division facilities pursuant
146	to an agreement with	the United States;
147	(q)	"Project" shall mean the Central Valley Project owned by the United
148	States and operated b	by the Department of the Interior, Bureau of Reclamation;
149	(r)	"Project Contractors" shall mean all parties who have contracts for water
150	service for Project W	ater from the Project with the United States pursuant to Federal
151	Reclamation law;	
152	(s)	"Project Water" shall mean all water that is developed, diverted, stored, or
153	delivered by the Unit	ed States in accordance with the statutes authorizing the Project and in

154	accordance with the terms and conditions of applicable water rights permits and licenses
155	acquired by and/or issued to the United States pursuant to California law;
156	(t) "Rates" shall mean the payments determined annually by the Contracting
157	Officer in accordance with the then current applicable water ratesetting policies for the Project;
158	(u) "Repayment Obligation" for Water Delivered as Irrigation Water shall
159	mean the Existing Capital Obligation discounted by ½ of the Treasury rate, which shall be the
160	amount due and payable to the United States, pursuant to section 4011(a)(2)(A) of the WIIN Act;
161	and for Water Delivered as M&I Water shall mean the amount due and payable to the United
162	States, pursuant to section 4011(a)(3)(A) of the WIIN Act;
163	(v) "Secretary" or "Contracting Officer" shall mean the Secretary of the
164	United States Department of the Interior or his duly authorized representative;
165	(w) "Tiered Pricing Component" shall be the incremental amount to be paid
166	for each acre-foot of Water Delivered as described in Article 7 of this Contract and as provided
167	for in Exhibit A;
168	(x) "Water Made Available" shall mean the estimated amount of Project
169	Water that can be delivered to the Contractors for the upcoming Year as declared by the
170	Contracting Officer, pursuant to subdivision (a) of Article 4 of this Contract;
171	(y) "Year" shall mean the period from and including March 1 of each
172	Calendar Year through the last day of February of the following Calendar Year;
173	TERM OF CONTRACT - RIGHT TO USE OF WATER
174	2. (a) This Contract shall be effective March 1, 2020, hereinafter known as the
175	"Effective Date", and shall continue so long as the Contractors pay applicable Rates and Charges

under this Contract, consistent with Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat.
1195) as applicable, and applicable law;

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

184 (2)Provided, further, That the Contracting Officer shall not seek to 185 suspend making water available or declaring Water Made Available pursuant to this Contract for 186 non-compliance by the Contractors with the terms of this Contract or Federal law, unless the 187 Contracting Officer has first provided at least thirty (30) calendar days written notice to the 188 Contractors and the Contractors have failed to cure such non-compliance, or to diligently 189 commence curative actions satisfactory to the Contracting Officer for a non-compliance that 190 cannot be fully cured within the thirty (30) calendar days' notice period. If the Contracting 191 Officer has suspended making water available pursuant to this paragraph, upon cure of such non-192 compliance satisfactory to the to the Contracting Officer, the Contracting Officer shall resume 193 making water available and declaring Water Made Available pursuant to this Contract; 194 Provided, further, That this Contract may be terminated at any (3)

195 time by mutual consent of the parties hereto.

(b) Upon complete payment of the Repayment Obligation by the Contractors,
and notwithstanding any Additional Capital Obligation that may later be established, the acreage
limitations, reporting, and Full Cost pricing provisions of the Reclamation Reform Act of 1982,

and subdivisions (g) Eligible Lands, (h) Excess Lands, and (k) Ineligible Lands of Article 1 ofthis Contract shall no longer be applicable.

201 (c) Notwithstanding any provision of this Contract, the Contractors reserve
202 and shall have all rights and benefits under the Act of July 2, 1956 (70 Stat. 483), to the extent
203 allowed by law.

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

207 WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTORS

3. (a) Subject to the provisions set forth in Articles 11 and 12 of this Contract, 208 209 and consistent with applicable State water rights, permits, and licenses, the Contractors are 210 entitled to, and the Contracting Officer shall be obligated to make available to the Contractors up 211 to 6,260 acre-feet of Project Water for Irrigation and/or Municipal and Industrial purposes during 212 the term of this Contract. The quantity of Project Water delivered to the Contractors in accordance with this subdivision of this Article 3 in any Year shall be scheduled and paid for 213 214 pursuant to the provisions of Articles 4 and 7 of this Contract, and shall not exceed the quantity of Project Water the Contractors intend to put to reasonable beneficial use within the 215 216 Contractors' Boundaries or sold, transferred, or exchanged pursuant to Article 9 of this Contract during the term of this Contract. 217

(b) The Contractors shall utilize the Project Water made available to the
 Contractors pursuant to this Contract in accordance with all applicable requirements of any
 Biological Opinion addressing the execution of this Contract developed pursuant to Section 7 of
 the Endangered Species Act of 1973 as amended, and in accordance with environmental
documentation as may be required for specific activities, including conversion of IrrigationWater to M&I Water.

(c) The Contractors shall make reasonable and beneficial use of Project Water
or other water furnished pursuant to this Contract. In addition, use of Project Water in a
groundwater recharge program shall be permitted under this Contract to the extent that it is
carried out in accordance with California law: *Provided, however, That* such groundwater
recharge program cannot be undertaken unless and until the Contractors submit a groundwater
management plan pursuant to California law that demonstrates that such groundwater recharge
program will result in a reasonable and beneficial use of such water.

(d) If the Contracting Officer determines that Project Water, or other water
available to the Project, can be made available to the Contractors in addition to the quantity of
Project Water made available to the Contractors pursuant to subdivision (a) of this Article, the
Contracting Officer shall so notify the Contractors. If the Contractors request the delivery of any
quantity of such water, the Contracting Officer shall make such water available to the
Contractors in accordance with applicable statutes, regulations, guidelines, and policies.

(e) If the Contractors request permission to reschedule for use during the
subsequent Year some or all of the Project Water made available to the Contractors during the
current Year or to use, during the current Year, that quantity of Project Water the United States
has agreed to make available to the Contractors during the subsequent Year, the Contracting
Officer may permit such uses in accordance with applicable statutes, regulations, guidelines, and
policies.

(f) The Contractors' rights pursuant to Federal Reclamation law and
 applicable State law to the beneficial use of water furnished pursuant to this Contract shall not be

disturbed so long as the Contractors shall fulfill all of their obligations under this Contract.
Nothing in the preceding sentence shall affect the Contracting Officer's ability to impose
shortages under subdivision (b) of Article 12 of this Contract.

(g) Notwithstanding subdivisions (l) and (n) of Article 1 of this Contract,
Project Water furnished to the Contractors pursuant to this Contract may be delivered for
purposes other than those described in subdivisions (l) and (n) of Article 1 of this Contract upon
written approval by the Contracting Officer in accordance with the terms and conditions of such
approval.

(h) The Contractors' right pursuant to Federal Reclamation law and applicable
State law to the reasonable and beneficial use of the Water Delivered pursuant to this Contract
shall not be disturbed, and this Contract shall continue so long as the Contractors pay applicable
Rates and Charges under this Contract consistent with Section 9(d) or 9(c)(1) of the Act of
August 4, 1939 (53 Stat. 1195) as applicable, and applicable law. Nothing in the preceding
sentence shall affect the Contracting Officer's ability to impose shortages under Article 11 or
subdivision (b) of Article 12 of this Contract.

260

TIME FOR DELIVERY OF WATER

261 4. On or about February 20, of each Calendar Year, the Contracting Officer (a) 262 shall declare the amount of Project Water estimated to be made available to the Contractors 263 pursuant to this Contract for the upcoming Year. The declaration will be updated monthly, as necessary, based on current hydrologic conditions. The Contracting Officer shall make available 264 the forecast of Project operations, with relevant supporting information, upon the written request 265 266 of the Contractors or their representatives. Upon written request of the Contractors, the 267 Contracting Officer shall provide the basis of the estimate which shall include, but not be limited 268 to, a monthly pumping forecast for the O'Neill Pumping Plant, the projected carryover of Project

reservoirs, projected CVPIA impacts, projected Endangered Species Act and all other regulatoryimpacts.

(b) On or before each March 1, the Contractors shall submit to the
Contracting Officer and at such other times as necessary, a written schedule, satisfactory to the
Contracting Officer, showing the times and quantities of Project Water to be delivered by the
United States to the Contractors during the upcoming year pursuant to this Contract, and
consistent with subdivision (a) of Article 3 of this Contract.

(c) Subject to the conditions set forth in subdivision (a) of Article 3 of this
Contract, the United States shall deliver Project Water to the Contractors in accordance with the
initial schedule submitted by the Contractors pursuant to subdivision (b) of this Article, or any
revision(s) thereto submitted within a reasonable time prior to the date(s) on which the requested
change(s) is(are) to be implemented.

281 POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

5. (a) The Project Water to be furnished to the Contractors pursuant to this Contract shall be made available to the Contractors a point or points of delivery either on Project facilities or another location or locations mutually agreed to in writing by the Contracting Officer and the Contractors

(b) The Contracting Officer shall make all reasonable efforts to maintain
sufficient flows and levels of water in the Delta-Mendota Canal to furnish Project Water to the
Contractors at the full design capacity of the turnout(s) established as a delivery point(s) pursuant
to subdivision (a) of this Article.

(c) Irrigation Water furnished to the Contractors pursuant to this Contract
 shall be delivered by the Contractors in accordance with any applicable land classification
 provisions of Federal Reclamation law and the associated regulations. Project Water shall not be

delivered to land outside the Contractors' Boundaries unless approved in advance by theContracting Officer.

295 (d) All Project Water delivered to the Contractors pursuant to this Contract 296 shall be measured and recorded with equipment furnished, installed, operated, and maintained by 297 the United States or the responsible Operating Non-Federal Entity at the point or points of 298 delivery established pursuant to subdivision (a) of this Article. Upon the request of any party to 299 this Contract, the Contracting Officer shall investigate the accuracy of such measurements and 300 shall take any necessary steps to adjust any errors appearing therein. The Contractors shall 301 advise the Contracting Officer on or before the 10th calendar day of each month of the quantity 302 of M&I Water taken during the preceding month.

303 (e) Neither the United States nor any Operating Non-Federal Entity shall be responsible for the control, carriage, handling, use, disposal, or distribution of Project Water 304 305 made available to the Contractors pursuant to this Contract beyond the delivery points specified 306 in subdivision (a) of this Article. The Contractors shall indemnify the United States its officers, 307 employees, agents, and assigns on account of damage or claim of damage of any nature 308 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 309 310 distribution of such Project Water beyond such delivery points, except for any damage or claim 311 arising out of (i) acts performed by the United States or any of its officers, employees, agents, or 312 assigns, including any responsible Operating Non-Federal Entity, with the intent of creating the situation resulting in any damage or claim; (ii) willful misconduct of the United States or any of 313 its officers, employees, agents, or assigns, including any responsible Operating Non-Federal 314

- Entity, or (iii) negligence of the United States or any of its officers, employees, agents, or
 assigns, including any responsible Operating Non-Federal Entity.
- 317

MEASUREMENT OF WATER WITHIN THE DISTRICT

318 6. The Contractors shall ensure that, unless the Contractors establish an (a) alternative measurement program satisfactory to the Contracting Officer, all surface water 319 320 delivered for irrigation purposes within the Contractors' Boundaries is measured at each 321 agricultural turnout and such water delivered for Municipal and Industrial purposes is measured 322 at each Municipal and Industrial service connection. All water measuring devices or water measuring methods of comparable effectiveness must be acceptable to the Contracting Officer. 323 324 The Contractors shall be responsible for installing, operating, and maintaining and repairing all 325 such measuring devices and implementing all such water measuring methods at no cost to the 326 United States. The Contractors shall use the information obtained from such water measuring 327 devices or water measuring methods to ensure proper management of the water; to bill water 328 users for water delivered by the Contractors; and, if applicable, to record water delivered for 329 Municipal and Industrial purposes by customer class as defined in their water conservation plan. 330 Nothing herein contained in this Article, however, shall preclude the Contractors from 331 establishing and collecting any charges, assessments or other revenues authorized by California 332 law. The Contractors shall include a summary of their annual surface water deliveries in the annual report described in subdivision (d) of Article 25 of this Contract. 333 Omitted. 334 (b) 335 All new surface water delivery systems installed within the Contractors'

335 (c) All new surface water delivery systems installed within the Contractors
 336 Boundaries after the effective date of this Contract shall also comply with the measurement
 337 provisions described in subdivision (a) of this Article.

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338	(d) The Contractors shall inform the Contracting Officer and the State of
339	California in writing by April 30 of each Year of the monthly volume of surface water delivered
340	within the Contractors' Boundaries during the previous Year.
341 342	RATES, METHOD OF PAYMENT FOR WATER AND ACCELERATED REPAYMENT OF FACILITIES
343	7. (a) Notwithstanding the Contractors' full prepayment of the Repayment
344	Obligation pursuant to section 4011, subsection (a)(2)(A) and subsection (a)(3)(A) of the WIIN
345	Act, as set forth in Exhibit B, and any payments required pursuant to section 4011, subsection (b)
346	of the WIIN Act, to reflect the adjustment for the final cost allocation as described in this Article,
347	subsection (b), the Contractors' Project construction and other obligations shall be determined in
348	accordance with: (i) the Secretary's ratesetting policy for Irrigation Water adopted in 1988 and
349	the Secretary's then-existing ratesetting policy for M&I Water, consistent with the WIIN Act;
350	and such ratesetting policies shall be amended, modified, or superseded only through a public
351	notice and comment procedure; (ii) applicable Federal Reclamation law and associated rules and
352	regulations, or policies, and (iii) other applicable provisions of this Contract. Payments shall be
353	made by cash transaction, electronic funds transfers, or any other mechanism as may be agreed
354	to in writing by the Contractors and the Contracting Officer. The Rates, Charges, and Tiered
355	Pricing Component applicable to the Contractors upon execution of this Contract are set forth in
356	Exhibit "A," as may be revised annually.
357	(1) The Contractors shall pay the United States as provided for in this
358	Article of this Contract for all Delivered Water at Rates, Charges, and Tiered Pricing Component
359	in accordance with policies for Irrigation Water and M&I Water. The Contractors' Rates shall
360	be established to recover their estimated reimbursable costs included in the operation and

361	maintenance component of the Rate and amounts established to recover deficits and other
362	charges, if any, including construction costs as identified in the following subdivisions.
363	(2) In accordance with the WIIN Act, the Contractors' allocable share
364	of Project construction costs will be repaid pursuant to the provisions of this Contract.
365	(A) The amount due and payable to the United States, pursuant
366	to the WIIN Act, shall be the Repayment Obligation. The Repayment Obligation has been
367	computed by the Contracting Officer in a manner consistent with the WIIN Act and is set forth
368	as a lump sum payment (M&I and Irrigation) and as four (4) approximately equal annual
369	installments (Irrigation Only) to be repaid no later than three (3) years after the effective date of
370	this Contract as set forth in Exhibit B. [There could be one or two exhibits in most cases due to
371	more than one service area (For Irrigation contractors and M&I contractors)] The Repayment
372	Obligation is due in lump sum by [Month, Day, Year] as provided by the WIIN Act. The
373	Contractors must provide appropriate notice to the Contracting Officer in writing no later than
374	thirty (30) days prior to [Month, Day, Year] [Division Level: consider the effective date of the
375	contract being converted] if electing to repay the amount due using the lump sum alternative. If
376	such notice is not provided by such date, the Contractors shall be deemed to have elected the
377	installment payment alternative, in which case, the first such payment shall be made no later than
378	[Month, Day, Year] [Division Level: consider the effective date of the contract being
379	converted]. The second payment shall be made no later than the first anniversary of the first
380	payment date. The third payment shall be made no later than the second anniversary of the first
381	payment date. The final payment shall be made no later than [Month, Day, Year] [no later than
382	the third anniversary of the effective date of the contract]. If the installment payment option is
383	elected by the Contractors, the Contractors may pre-pay the remaining portion of the Repayment

384	Obligation by giving the Contracting Officer sixty (60) days written notice, in which case, the
385	Contracting Officer shall re-compute the remaining amount due to reflect the pre-payment using
386	the same methodology as was used to compute the initial annual installment payment amount,
387	which is illustrated in Exhibit B. Notwithstanding any Additional Capital Obligation that may
388	later be established, receipt of the Contractors' payment of the Repayment Obligation to the
389	United States shall fully and permanently satisfy the Existing Capital Obligation.
390	(B) Additional Capital Obligations that are not reflected in, the
391	schedules referenced in Exhibit B and properly assignable to the Contractors, shall be repaid as
392	prescribed by the WIIN Act without interest except as required by law. Consistent with Federal
393	Reclamation law, interest shall continue to accrue on the M&I portion of the Additional Capital
394	Obligation assigned to the Contractors until such costs are paid. Increases or decreases in the
395	Additional Capital Obligation assigned to the Contractors caused solely by annual adjustment of
396	the Additional Capital Obligation assigned to each Project contractor by the Secretary shall not
397	be considered in determining the amounts to be paid pursuant to this subdivision (a)(2)(B),
398	however, will be considered under subdivision (b) of this Article. A separate agreement shall be
399	established by the Contractors and the Contracting Officer to accomplish repayment of the
400	Additional Capital Obligation assigned to the Contractors within the timeframe prescribed by the
401	WIIN Act, subject to the following:
402	(1) If the collective Additional Capital Obligation
403	properly assignable to the contractors exercising conversion under section 4011 of the WIIN Act
404	is less than five million dollars (\$5,000,000), then the portion of such costs properly assignable
405	to the Contractors shall be repaid not more than five (5)-years after the Contracting Officer

406	notifies the Contractors of the Additional Capital Obligation; Provided, That the reference to the
407	amount of five million dollars (\$5,000,000) shall not be a precedent in any other context.
408	(2) If the collective Additional Capital Obligation
409	properly assignable to the contractors exercising conversion under section 4011 of the WIIN Act
410	is equal to or greater than five million dollars (\$5,000,000), then the portion of such costs
411	properly assignable to the Contractors shall be repaid as provided by applicable Federal
412	Reclamation law and Project ratesetting policy; Provided, That the reference to the amount of
413	five million dollars (\$5,000,000) shall not be a precedent in any other context.
414	(b) In the event that the final cost allocation referenced in Section 4011(b) of
415	the WIIN Act determines that the costs properly assignable to the Contractors are greater than
416	what has been paid by the Contractors, the Contractors shall be obligated to pay the remaining
417	allocated costs. The term of such additional repayment contract shall be not less than one (1)
418	year and not more than ten (10) years, however, mutually agreeable provisions regarding the rate
419	of repayment of such amount may be developed by the Contractors and Contracting Officer. In
420	the event that the final cost allocation indicates that the costs properly assignable to the
421	Contractors are less than what the Contractors have paid, the Contracting Officer shall credit
422	such overpayment as an offset against any outstanding or future obligations of the Contractors,
423	with the exception of Restoration Fund charges pursuant to section 3407(d) of Pub. L. 102-575.
424	(c) The Contracting Officer shall notify the Contractors of the Rates, Charges,
425	and Tiered Pricing Component as follows:
426	(1) Prior to July 1, of each Calendar Year, the Contracting Officer
427	shall provide the Contractors the preliminary calculation of the Charges that will be applied for
428	the period October 1, of the current Calendar Year, through September 30, of the following

Calendar Year, and identify the statutes, regulations and guidelines used as the basis for such
calculations. On or before September 15, of each Calendar Year, the Contracting Officer shall
notify the Contractors in writing of the Charges to be in effect during the period October 1, of the
current Calendar Year, through September 30, of the following Calendar Year, and such
notification shall revise Exhibit "A."

434 Prior to October 1 of each Calendar Year, the Contracting Officer (2)435 shall make available to the Contractors an estimate of the Rates and Tiered Pricing Component 436 for Project Water for the following Year and the computations and cost allocations upon which those Rates are based. The Contractors shall be allowed not less than two (2) months to review 437 438 and comment on such computations and cost allocations. By December 31 of each Calendar 439 Year, the Contracting Officer shall provide the Contractors with the final Rates and Tiered 440 Pricing Component to be in effect for the upcoming Year, and such notification shall revise Exhibit "A." 441

442 At the time the Contractors submit the initial schedule for the delivery of (d) 443 Project Water for each Year pursuant to subdivision (b) of Article 4 of this Contract, the 444 Contractors shall pay the United States the total amount payable pursuant to the applicable 445 Rate(s) for all Project Water scheduled to be delivered pursuant to this Contract during the first 446 two (2) calendar months of the Year. Before the end of the first month or part thereof of the 447 Year, and before the end of each calendar month thereafter, the Contractors shall pay pursuant to 448 the applicable Rate(s) for all Project Water scheduled to be delivered pursuant to this Contract during the second month immediately following. Adjustments between the payments for the 449 450 scheduled amount of Project Water and the appropriate payments for quantities of Delivered Water furnished pursuant to this Contract each month shall be made before the end of the 451

452 following month: Provided, That any revised schedule submitted by the Contractors pursuant to 453 Article 4 of this Contract, which increases the amount of Project Water to be delivered pursuant to this Contract during any month shall be accompanied with appropriate payment for Rates to 454 455 assure that Project Water is not furnished to the Contractors in advance of such payment. In any 456 month in which the quantity of Delivered Water furnished to the Contractors pursuant to this 457 Contract equals the quantity of Project Water scheduled and paid for by the Contractors, no 458 additional Project Water shall be made available to the Contractors unless and until payment of 459 Rates for such additional Project Water is made. Final adjustment between the payments of 460 Rates for the Project Water scheduled and the quantities of Delivered Water furnished during 461 each Year pursuant to this Contract shall be made as soon as possible but no later than April 30th 462 of the following Year.

463 The Contractor shall also make a payment in addition to the Rate(s) in (e) subdivision (d) of this Article to the United States for Water Delivered, at the Charges and 464 465 appropriate Tiered Pricing Component then in effect, before the end of the month following the 466 month of delivery; Provided, That the Contractor may be granted an exception from the Tiered 467 Pricing Component pursuant to subdivision (k)(2) of this Article. The payments shall be 468 consistent with the quantities of Irrigation Water and M&I Water Delivered as shown in the 469 water delivery report for the subject month prepared by the Operating Non-Federal Entity or, if 470 there is no Operating Non-Federal Entity, by the Contracting Officer. The water delivery report 471 shall be deemed a bill for the payment of Charges and applicable Tiered Pricing Component for 472 Water Delivered. Adjustment for overpayment or underpayment of Charges and the Tiered 473 Pricing Component shall be made through the adjustment of payments due to the United States

474 for Charges for the next month. Any amount to be paid for past due payment of Charges shall be475 computed pursuant to Article 18 of this Contract.

476 (f) The Contractors shall pay for any Project Water provided under
477 subdivision (d) or (e) of Article 3 of this Contract as determined by the Contracting Officer
478 pursuant to applicable statutes, regulations, guidelines, and policies.

479 (g) Payments to be made by the Contractors to the United States under this480 Contract may be paid from any revenues available to the Contractors.

(h) Revenues received by the United States pursuant to this Contract shall be
allocated and applied in accordance with Federal Reclamation law, including but not limited to,
subsection 3 of Section 1 of the Act of July 2, 1956 (70 Stat. 483), and subsection (f) of Section
3405, subsection (c)(l) of Section 3406 and subsection (d)(2)(A) of Section 3407 of the CVPIA,
and the associated regulations, including but not limited to, the Project Irrigation Water
ratesetting policy and the Project M&I Water ratesetting policy promulgated pursuant to the
Administrative Procedures Act.

488 (i) At the Contractors' request, the Contracting Officer shall provide to the 489 Contractors an accounting of all of the expenses allocated and the disposition of all revenues 490 received pursuant to this Contract in sufficient detail to allow the Contractors to determine that 491 the allocation of expenses and disposition of all revenues received was accomplished in 492 conformance with Federal Reclamation law and the associated regulations. The Contracting 493 Officer and the Contractors shall enter into good faith negotiations to resolve any discrepancies 494 or disputes arising out of said accounting of the Contractors' review thereof. 495 The parties acknowledge and agree that the efficient administration of this (i)

496 Contract is their mutual goal. Recognizing that experience has demonstrated that mechanisms,

policies, and procedures used for establishing Rates, Charges, and Tiered Pricing Component,
and/or for making and allocating payments, other than those set forth in this Article would be in
the mutual best interest of the parties, it is expressly agreed that the parties may enter into
agreements to modify the mechanisms, policies and procedures for any of those purposes while
this Contract is in effect without amending this Contract.

502 (k) 1. Beginning at such time as deliveries of Project Water in a Year 503 exceed 80 percent of the Contract Total, then before the end of the month following the month of 504 delivery the Contractor shall make an additional payment to the United States equal to the 505 applicable Tiered Pricing Component. The Tiered Pricing Component for the amount of Water 506 Delivered in excess of 80 percent of the Contract Total, but less than or equal to 90 percent of the Contract Total, shall equal one-half of the difference between the Rate established under 507 508 subdivision (a) of this Article and the Irrigation Full Cost Water Rate or M&I Full Cost Water 509 Rate, whichever is applicable. The Tiered Pricing Component for the amount of Water 510 Delivered which exceeds 90 percent of the Contract Total shall equal the difference between (i) 511 the Rate established under subdivision (a) of this Article and (ii) the Irrigation Full Cost Water 512 Rate or M&I Full Cost Water Rate, whichever is applicable. For all Water Delivered pursuant to 513 subdivision (a) of Article 3 of this Contract which is in excess of 80 percent of the Contract 514 Total, this increment shall be deemed to be divided between Irrigation Water and M&I Water in 515 the same proportion as actual deliveries of each bear to the cumulative total Water Delivered. 2. 516 Subject to the Contracting Officer's written approval, the 517 Contractor may request and receive an exemption from such Tiered Pricing Component for 518 Project Water delivered to produce a crop which the Contracting Officer determines will provide significant and quantifiable habitat values for waterfowl in fields where the water is used and the 519

520	crops are produced; Provided, That the exemption from the Tiered Pricing Component for
521	Irrigation Water shall apply only if such habitat values can be assured consistent with the
522	purposes of the CVPIA through binding agreements executed with or approved by the
523	Contracting Officer prior to use of such water.
524	3. For purposes of determining the applicability of the Tiered Pricing
525	Component pursuant to this Article, Water Delivered shall include Project Water that the
526	Contractor transfers to others but shall not include Project Water transferred to the Contractor,
527	nor shall it include the additional water provided to the Contractor under the provisions of
528	subdivision (d) of Article 3 of this Contract.
529	NON-INTEREST BEARING OPERATION AND MAINTENANCE DEFICITS
530	8. The Contractors and the Contracting Officer concur that at the time of execution
531	of this Contract, the Contractors have no non-interest bearing operation and maintenance deficits
532	and shall have no further liability therefor.
533	TRANSFERS OR EXCHANGES OF WATER
534	9. The right to Project Water provided for in this Contract may be sold, transferred,
535	or exchanged to others for beneficial uses within the State of California if such sale, transfer, or
536	exchange is authorized by applicable Federal laws, State laws, and applicable guidelines or
537	regulations then in effect. The right to sell, transfer, or exchange Project Water shall include,
538	and the Contracting Officer shall apply this Article in a manner that does not impede or restrict,
539	lawful short-term sales, transfers, or exchanges of the type the District and Contractors
540	historically carried out with approval of the Contracting Officer under Contract No. 14-06-200-
541	3365A, as amended, assigned, and renewed. No sale, transfer, or exchange of the right to Project
542	Water under this Contract may take place without the prior written approval of the Contracting
543	Officer.
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544	APPLICATION OF PAYMENTS AND ADJUSTMENTS
545	10. (a) The amount of any overpayment by the Contractors shall be applied first
546	to any accrued indebtedness arising out of this Contract then due and payable by the Contractors.
547	Any amount of such overpayment then remaining shall, at the option of the Contractors, be
548	refunded to the Contractors or credited upon amounts to become due to the United States from
549	the Contractors under the provisions of this Contract in the following months. With respect to
550	overpayment, such adjustment shall constitute the sole remedy of the Contractors or anyone
551	having or claiming to have the right to the use of any of the water supply provide for in this
552	Contract.
553	(b) All advances for miscellaneous costs incurred for work requested by the
554	Contractors pursuant to Article 23 of this Contract shall be adjusted to reflect the actual costs
555	when the work has been completed. If the advances exceed the actual costs incurred, the
556	difference will be refunded to the Contractors. If the actual costs exceed the Contractors'
557	advances, the Contractors will be billed for the additional costs pursuant to Article 23 of this
558	Contract.
559	TEMPORARY REDUCTIONS - RETURN FLOWS
560	11. (a) Subject to: (i) the authorized purposes and priorities of the Project; and (ii)
561	the obligations of the United States under existing contracts, or renewals thereof, providing for
562	water deliveries from the Project, the Contracting Officer shall make all reasonable efforts to
563	optimize Project Water deliveries to the Contractors as provided in this Contract.
564	(b) The United States may temporarily discontinue or reduce the quantity of
565	Project Water to be delivered to the Contractors as herein provided for the purposes of
566	investigation, inspection, maintenance, repair, or replacement of any of the Project facilities or
567	any part thereof necessary for the delivery of Project Water to the Contractors, but so far as

568	feasible the Contracting Officer will give the Contractors due notice in advance of such
569	temporary discontinuance or reduction, except in case of emergency, in which case no notice
570	need be given: Provided, That the United States shall use its best efforts to avoid any
571	discontinuance or reduction in such service. Upon resumption of service after such reduction or
572	discontinuance, and if requested by the Contractors, the United States will, if possible, deliver
573	the quantity of Project Water which would have been delivered hereunder in the absence of such
574	discontinuance or reduction: Provided, further, That with respect to any quantity of Project
575	Water not delivered after a discontinuance or reduction the Contractors shall be relieved of their
576	scheduling and payment obligations for such quantity of Project Water.
577	(c) The United States reserves the right to all seepage and return flow water
578	derived from water delivered to the Contractors under this Contract which escapes or is
579	discharged beyond the Contractors' Boundaries: Provided, That this shall not be construed as
580	claiming for the United States any right to seepage or return flow being put to reasonable and
581	beneficial use pursuant to this Contract within the Contractors' Boundaries by the Contractors or
582	those claiming by, through, or under the Contractors.
583	CONSTRAINTS ON THE AVAILABILITY OF WATER
584	12. (a) In its operation of the Project, the Contracting Officer will use all
585	reasonable means to guard against a Condition of Shortage in the quantity of Project Water to be
586	made available to the Contractors pursuant to this Contract. In the event the Contracting Officer
587	determines that a Condition of Shortage appears probable, the Contracting Officer will notify the
588	Contractors of said determination as soon as practicable.
589	(b) If there is a Condition of Shortage because of inaccurate runoff forecasting
590	or other similar operational errors affecting the Project; drought and other physical or natural
591	causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer
592	to meet current and future legal obligations, then, except as provided in subdivision (a) of Article
	17 of this Contract, no liability shall accrue against the United States or any of its officers,
593 594	agents, or employees for any damage, direct or indirect, arising therefrom.

595	(c) In any Year in which there may occur a shortage for any of the reasons
596	specified in subdivision (b) of this Article, the Contracting Officer shall apportion the available
597	Project Water supply among the Contractors and others entitled, under existing contracts and
598	future contracts (to the extent such future contracts are permitted under subsections (a) and (b) of
599	Section 3404 of the CVPIA) and renewals thereof, to receive Project Water consistent with the
600	contractual obligations of the United States.
601	(d) Subject to subdivision (c) of this Article, in any Year in which here may
602	occur a shortage for any of the reasons specified in subdivision (b) of this Article, the
603	Contracting Officer shall apportion the available Project Water among the Contractors and others
604	entitled to receive Project Water from the Delta-Mendota Canal as follows:
605	(1) A determination shall be made of the total quantity of water
606	scheduled to be delivered during the respective Year under all contracts then in force for the
607	delivery of water from the Delta-Mendota Canal, the quantity so determined being herein
608	referred to as the contractual commitments from the Delta-Mendota Canal.
609	(2) The total quantity of water scheduled to be delivered to the
610	Contractors from the Delta-Mendota Canal during the respective Year under subdivision (a) of
611	Article 3 of this Contract shall be divided by the contractual commitments, the quotient thus
612	obtained being herein referred to as the Contractors' contractual entitlement from the Delta-
613	Mendota Canal.
614	(3) The supply determined by the Contracting Officer to be available
615	from the Delta-Mendota Canal shall be multiplied by the Contractors' contractual entitlement
616	and the result shall be the quantity of water required to be delivered by the United States to the
617	Contractors for the respective Year from the Delta-Mendota Canal.

618	UNAVOIDABLE GROUNDWATER PERCOLATION
619	13. (a) The Contractors shall not be deemed to have furnished Irrigation Water to
620	Excess Lands or Ineligible Lands within the meaning of this Contract if such lands are irrigated
621	with groundwater that reaches the underground strata as an unavoidable result of the furnishing
622	of Irrigation Water by the Contractors to Eligible Lands.
623	(b) Upon complete payment of the Repayment Obligation by the Contractors,
624	this Article 13 shall no longer be applicable.
625	COMPLIANCE WITH FEDERAL RECLAMATION LAWS
626 627 628 629 630	14. 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.
631	PROTECTION OF WATER AND AIR QUALITY
632	15. (a) Omitted
633 634 635 636 637	(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 level possible as determined by the Contracting Officer. The United States does not warrant the quality of the water delivered to the Contractors and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractors.
638 639 640 641 642 643 644	(c) The Contractors will comply with all applicable water and air pollution laws and regulations of the United States and the State of California; and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractors; 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 Contractors facilities or Project Water provided by the Contractors within their Service Areas.
645	(d) This Article shall not affect or alter any legal obligations of the Secretary

646 to provide drainage or other discharge services.

647 <u>WATER ACQUIRED BY THE CONTRACTORS OTHER THAN FROM THE UNITED</u> 648 <u>STATES</u>

16. Water or water rights now owned or hereafter acquired by the Contractors 649 (a) other than from the United States and Irrigation Water furnished pursuant to the terms of this 650 Contract may be simultaneously transported through the same distribution facilities of the 651 Contractors subject to the following: (i) if the facilities utilized for commingling Irrigation 652 653 Water and non-Project water were constructed without funds made available pursuant to Federal 654 Reclamation law, the provisions of Federal Reclamation law will be applicable only to the Landholders of lands which receive Irrigation Water; (ii) the eligibility of land to receive 655 Irrigation Water must be established through the certification requirements as specified in the 656 657 Acreage Limitation Rules and Regulations (43 CFR Part 426); (iii) the water requirements of 658 Eligible Lands within the Contractors' Boundaries can be established and the quantity of Irrigation Water to be utilized is less than or equal to the quantity necessary to irrigate such 659 660 Eligible Lands; and (iv) if the facilities utilized for commingling Irrigation Water and non-Project water are constructed with funds made available pursuant to Federal Reclamation law, 661 the non-Project water will be subject to Federal Reclamation law, until such funds have been 662 repaid. 663 Upon complete payment of the Repayment Obligation by the Contractors, 664 (b) 665 this Article 16 shall no longer be applicable. OPINIONS AND DETERMINATIONS 666 Where the terms of this Contract provide for actions to be based upon the 667 17. (a) opinion or determination of any party to this Contract, said terms shall not be construed as 668

669 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or

670 determinations. All parties, notwithstanding any other provisions of this Contract, expressly

671 reserve the right to relief from and appropriate adjustment, including monetary damages, for any

672 such arbitrary, capricious, or unreasonable opinion or determination. Each opinion or

673 determination by any party shall be provided in a timely manner.

674 (b) The Contracting Officer shall have the right to make determinations

675 necessary to administer this Contract that are consistent with the expressed and implied

676 provisions of this Contract, the laws of the United States and the State of California, and the

677 rules and regulations promulgated by the Secretary. Such determinations shall be made in

678 consultation with the Contractors to the extent reasonably practicable.

679

CHARGES FOR DELINQUENT PAYMENTS

18. 680 (a) The Contractors shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractors 681 shall pay an interest charge on the delinquent payment for each day the payment is delinquent 682 beyond the due date. If a payment becomes 60 days delinquent, the Contractors shall pay, in 683 addition to the interest charge, an administrative charge to cover additional costs of billing and 684 processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractors 685 686 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 687 688 at the rate of 6 percent per year. The Contractors shall also pay any fees incurred for debt 689 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.

694 (c) When a partial payment on a delinquent account is received, the amount 695 received shall be applied first to the penalty charges, second to the administrative charges, third 696 to the accrued interest, and finally to the overdue payment.

697

EQUAL EMPLOYMENT OPPORTUNITY

698

19. During the performance of this Contract, the Contractors agree as follows:

(a) The Contractors will not discriminate against any employee or applicant
 for employment because of race, color, religion, sex, sexual orientation, gender identity, or
 national origin. The Contractors 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 Contractors agree to post in
 conspicuous places, available to employees and applicants for employment, notices to be

708 provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

The Contractors will not discharge or in any other manner discriminate 713 (c) against any employee or applicant for employment because such employee or applicant has 714 inquired about, discussed, or disclosed the compensation of the employee or applicant or another 715 716 employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such 717 718 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 719 720 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 721 consistent with the Contractors' legal duty to furnish information. 722

(d) The Contractors will send to each labor union or representative of workers
with which the Contractors have 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 Contractors' 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 Contractors will comply with all provisions of Executive Order No.
11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary
of Labor.

(f) The Contractors 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 their 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 Contractors' 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 Contractors may be declared
ineligible for further Government contracts in accordance with procedures authorized in
Executive Order No. 11246 of September 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.

744 (h) The Contractors will include the provisions of paragraphs (a) through (g) 745 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 746 747 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractors will take such action with respect to any subcontract or purchase order as may be 748 749 directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractors become involved in, or 750 is threatened with, litigation with a subcontractor or vendor as a result of such direction, the 751 Contractors may request the United States to enter into such litigation to protect the interests of 752 the United States. 753

754

GENERAL OBLIGATION - BENEFITS CONDITIONED UPON PAYMENT

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

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the Contractors through Project facilities during any period in which the Contractors are in arrears in the advance payment of water rates due the United States. The Contractors shall not deliver water under the terms and conditions of this Contract for lands or parties that are in arrears in the advance payment of water rates as levied or established by the Contractors.

766

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

21. 767 (a) The Contractors 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 768 769 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 III of the Americans with Disabilities Act of 1990 (Pub. 770 L. 101-336; 42 U.S.C. § 12181, et seq.), and any other applicable civil rights laws, and with the 771 applicable implementing regulations and any guidelines imposed by the U.S. Department of the 772 Interior and/or Bureau of Reclamation. 773

(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 Contractors agree 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 Contractors make this Contract in consideration of and for the
 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
 Federal financial assistance extended after the date hereof to the Contractors 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 Contractors recognize
 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.

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

791

PRIVACY ACT COMPLIANCE

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

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

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

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

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

819 (f) Upon complete payment of the Repayment Obligation by the Contractors,

820 this Article 22 will no longer be applicable.

CONTRACTORS TO PAY CERTAIN MISCELLANEOUS COSTS
23. In addition to all other payments to be made by the Contractors pursuant to this
Contract, the Contractors shall pay to the United States, within sixty (60) days after receipt of a
bill and detailed statement submitted by the Contracting Officer to the Contractors for such
specific items of direct cost incurred by the United States for work requested by the Contractors
associated with this Contract plus a percentage of such direct costs for administrative and general
overhead in accordance with applicable Bureau of Reclamation policy and procedures. All such
amounts referred to in this Article shall not exceed the amount agreed to in writing in advance by
the Contractors. This Article shall not apply to costs for routine contract administration.
WATER CONSERVATION
24. (a) Prior to the delivery of water provided from or conveyed through Federally constructed or Federally financed facilities pursuant to this Contract, the Contractors shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).
Additionally, an effective water conservation and efficiency program shall be based on the
Contractors' water conservation plan that has been determined by the Contracting Officer to
meet the conservation and efficiency criteria for evaluating water conservation plans established
under Federal law. The water conservation and efficiency program shall contain definite water
conservation objectives, appropriate economically feasible water conservation measures, and
time schedules for meeting those objectives.
(b) Should the amount of M&I Water delivered pursuant to subdivision (a)
Article 3 of this Contract equal or exceed 2,000 acre-feet per Year, the Contractors shall
implement the Best Management Practices identified by and the time frames issued by the Mid-
Pacific Region's then-existing conservation and efficiency criteria for such M&I Water unless

any such practice is determined by the Contracting Officer to be inappropriate for theContractors.

(c) As part of the water conservation program, the Contractors shall develop 847 and be implementing a tiered block water pricing program that promotes conservation and the 848 efficient management of Project Water during the term of this Contract. Such pricing program 849 850 for Project Water shall take into account all relevant circumstances, including without limitation, 851 water shortages imposed under this Contract and the availability and cost of the Contractors' and 852 individual water user's non-Project alternative sources of supply, including groundwater and 853 other non-Project water supplies, so that the Contractors' pricing structure provides incentives 854 for conservation and the efficient management of overall water supply available to water users 855 served by the Contractors. Provided, That no such tiered block water pricing program need be implemented by the Contractors if the Contracting Officer determines, based on information 856 provided by the Contractors, that (i) such a pricing structure will not result in significant 857 858 conservation of water available for use within the Contractors' Boundaries, including groundwater or (ii) other pricing program, conservation, or management measures are more 859 860 appropriate and/or will result in comparable or better conservation of the water supplies available within the Contractors' Boundaries. Provided, further, That if the Contractors fail to, or elect not 861 862 to, comply with this subdivision of this Article 24, then any subsequent Contract shall contain a 863 tiered pricing contractual provision pursuant to subsection (d) of Section 3405 of the CVPIA. 864 (d) The Contractors shall submit to the Contracting Officer by December 31, 865 of each Calendar Year, an annual report on the status of their implementation of the water 866 conservation program.

867	(e) At five (5)-year intervals, the Contractors shall revise their water
868	conservation plan to reflect the then-existing conservation and efficiency criteria for evaluating
869	water conservation plans established under Federal law and submit such revised water
870	management plan to the Contracting Officer for review and evaluation. The Contracting Officer
871	will then determine if the water conservation plan meets the Bureau of Reclamation's then-
872	existing conservation and efficiency criteria for evaluating water conservation plans established
873	under Federal law.
874	(f) Upon complete payment of the Repayment Obligation by the Contractors,
875	and notwithstanding any Additional Capital Obligation that may later be established, subsection
876	(c) of this Article 24 of this Contract shall no longer be applicable.
877	EXISTING OR ACQUIRED WATER OR WATER RIGHTS
878	25. Except as specifically provided in Article 16 of this Contract, the provisions of
879	this Contract shall not be applicable to or affect water or water rights now owned or hereafter
880	acquired by the Contractors or any user of such water within the Contractors' Boundaries from
881	other than the United States by the Contractors. Any such water shall not be considered Project
882	Water under this Contract. In addition, this Contract shall not be construed as limiting or
883	curtailing any rights which the Contractors or any water user within the Contractors' Boundaries
884	acquires or has available under any other contract pursuant to the Federal Reclamation law.
885	OPERATION AND MAINTENANCE BY THE OPERATING NON-FEDERAL ENTITY
886	26. (a) The responsibility for performing and, in some cases, funding the O&M of
887	all or any portion of the Delta Division facilities may be transferred to an Operating Non-Federal
888	Entity by one or more separate agreements between the United States and the Operating Non-
889	Federal Entity. Any such agreement(s) shall require the Operating Non-Federal Entity to

perform the O&M in compliance with the provisions of this Contract and shall not interfere withthe rights and obligations of the Contractors and the United States under this Contract.

892 (b) The Contracting Officer has previously notified the Contractors in writing 893 that the Operation and Maintenance of a portion of the Project facilities which serve the 894 Contractors have been transferred to the Operating Non-Federal Entity, and therefore, the 895 Contractors shall pay directly to the Operating Non-Federal Entity, or to any successor approved 896 by the Contracting Officer under the terms and conditions of the separate agreement between the 897 United States and the Operating Non-Federal Entity described in subdivision (a) of this Article. 898 all rates, charges, or assessments of any kind, including any assessment for reserve funds, which 899 the Operating Non-Federal Entity or such successor determines, sets, or establishes for the 900 Operation and Maintenance of the portion of the Project facilities operated and maintained by the 901 Operating Non-Federal Entity or such successor. Such direct payments to Operating Non-902 Federal Entity or such successor shall not relieve the Contractors of their obligation to pay 903 directly to the United States the Contractors' share of the Project Rates, Charges, and Tiered 904 Pricing Component except to the extent the Operating Non-Federal Entity collects payments on 905 behalf of the United States in accordance with the separate agreement identified in subdivision 906 (a) of this Article.

907 (c) In the event the Operation and Maintenance of the Project facilities
908 operated and maintained by the Operating Non-Federal Entity is re-assumed by the United States
909 during the term of this Contract, the Contracting Officer shall so notify the Contractors, in
910 writing, and present to the Contractors a revised Exhibit "A" which shall include the portion of
911 the Rates to be paid by the Contractors for Project Water under this Contract representing the
912 Operation and Maintenance costs of the portion of such Project facilities which have been

- 913 reassumed. The Contractors shall, thereafter, in the absence of written notification from the
- 914 Contracting Officer to the contrary, pay the Rates and Charges specified in the revised Exhibit

915 "A" directly to the United States in compliance with Article 7 of this Contract.

916

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

917 27. The expenditure or advance of any money or the performance of any obligation of 918 the United States under this Contract shall be contingent upon appropriation or allotment of 919 funds. Absence of appropriation or allotment of funds shall not relieve the Contractors from any 920 obligations under this Contract. No liability shall accrue to the United States in case funds are 921 not appropriated or allotted.

922

BOOKS, RECORDS, AND REPORTS

The Contractors shall establish and maintain accounts and other books and 923 28. 924 records pertaining to administration of the terms and conditions of this Contract, including the Contractors' financial transactions; water supply data; project operations, maintenance, and 925 replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop 926 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting 927 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on 928 929 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 930 and make copies of the other party's books and records relating to matters covered by this 931 Contract. 932

933 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

937 (b) The assignment of any right or interest in this Contract by either party

shall not interfere with the rights or obligations of the other party to this Contract absent the

- 939 written concurrence of said other party.
- 940

SEVERABILITY

- 941 30. In the event that a person or entity who is neither (i) a party to a Project Contract,
- 942 nor (ii) a person or entity that receives Project Water from a party to a Project Contract, nor (iii)
- 943 an association or other form of organization whose primary function is to represent parties to

944	Project Contracts, brings an action in a court of competent jurisdiction challenging the legality or
945	enforceability of a provision included in this Contract and said person, entity, association, or
946	organization obtains a final court decision holding that such provision is legally invalid or
947	unenforceable and the Contractors have not intervened in that lawsuit in support of the
948	plaintiff(s), the parties to this Contract shall use their best efforts to (i) within thirty (30) days of
949	the date of such final court decision identify by mutual agreement the provisions in this Contract
950	which must be revised, and (ii) within three (3) months thereafter promptly agree on the
951	appropriate revision(s). The time periods specified above may be extended by mutual agreement
952	of the parties. Pending the completion of the actions designated above, to the extent it can do so
953	without violating any applicable provisions of law, the United States shall continue to make the
954	quantities of Project Water specified in this Contract available to the Contractors pursuant to the
955	provisions of this Contract which were not found to be legally invalid or unenforceable in the
956	final court decision.
957	OFFICIALS NOT TO BENEFIT
958	31. No Member of or Delegate to the Congress, Resident Commissioner, or official of
959	the Contractors shall benefit from this Contract other than as a water user or landowner in the
960	same manner as other water users or landowners.
961	CHANGES IN CONTRACTORS' ORGANIZATION AND/OR SERVICE AREA
962	32. While this Contract is in effect, no change may be made in the Contractors'
963	Service Areas or organizations, by inclusion or exclusion of lands or by any other changes which
964	may affect the respective rights, obligations, privileges, and duties of either the United States or
965	the Contractors under this Contract, including, but not limited to, dissolution, consolidation, or
966	merger, except upon the Contracting Officer's written consent.
967	RECLAMATION REFORM ACT OF 1982
968	33. (a) Upon the Contractors' compliance with and discharge of the Repayment
969	Obligation pursuant to this Contract, subsections (a) and (b) of Section 213 of the Reclamation
970	Reform Act of 1982 (96 Stat. 1269) shall apply to affected lands.

(b) The obligation of the Contractors to pay the Additional Capital Obligation

972 shall not affect the Contractors' status as having repaid all of the construction costs assignable to

973 the Contractors or the applicability of subsections (a) and (b) of section 213 of the Reclamation

974 Reform Act of 1982 (96 Stat. 1269) once the Repayment Obligation is paid.

975

CERTIFICATION OF NONSEGREGATED FACILITIES

976 34. The Contractors hereby certify that the Contractors do not maintain or provide for 977 thier employees any segregated facilities at any of their establishments and that the Contracors do not permit their employees to perform their services at any location under the Contractors 978 979 control where segregated facilities are maintained. The Contractors certify further that the Contractors will not maintain or provide for their employees any segregated facilities at any of 980 981 their establishments and that the Contractors will not permit its employees to perform their 982 services at any location under the Contractors control where segregated facilities are maintained. 983 The Contractors agree that a breach of this certification is a violation of the Equal Employment 984 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 985 areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking 986 fountains, recreation or entertainment areas, transportation, and housing facilities provided for 987 employees which are segregated by explicit directive or are in fact segregated on the basis of 988 989 race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Contractors further agree that (except where the Contractors have obtained identical 990 certifications from proposed subcontractors for specific time periods) the Contractors will obtain 991 992 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 993 994 Opportunity clause; that the Contractors will retain such certifications in their files; and that the Contractors will forward the following notice to such proposed subcontractors (except where the 995 proposed subcontractors have submitted identical certifications for specific time periods): 996

997 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR 998 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.

1004

MEDIUM FOR TRANSMITTING PAYMENT

35. (a) All payments from the Contractors 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 Contractors shall furnish the
 Contracting Officer with the Contractors' taxpayer's identification number (TIN). The purpose
 for requiring the Contractors' TIN is for collecting and reporting any delinquent amounts arising
 out of the Contractors' relationship with the United States.

- 1013 TERMINATION OF PAJARO VALLEY WATER MANAGEMENT AGENCY INTEREST
- 1014 36. (a) Pajaros interest in Contract No. 14-06-200-3365A-IR3-B and all
- 1015 successive renewals is hereby terminated by mutual agreement.
- 1016 (b) This termination shall relieve the United States from its obligation to
- 1017 provide Pajaro with use of water in accordance with the agreement dated May 14, 1999 (Exhibit
- 1018 D).
- 1019

NOTICES

Any notice, demand, or request authorized or required by this Contract shall be 1020 37. deemed to have been given, on behalf of the Contractors, when mailed, postage prepaid, or 1021 delivered to the Area Manager, South-Central California Area Office, 1243 N Street, Fresno, 1022 1023 California 93721, Bureau of Reclamation, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Directors of Santa Clara Valley Water District, 1024 1025 5750 Almaden Expressway, San Jose, California 95118-3686, and the Board of Directors of Westlands Water District Distribution District No. 1, P.O. Box 6056, Fresno, California 93703-1026 1027 6056. 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. 1028

1029 CONTRACT DRAFTING CONSIDERATIONS

1030 38. This amended Contract has been negotiated and reviewed by the parties hereto, 1031 each of whom is sophisticated in the matters to which this amended Contract pertains. The 1032 double-spaced Articles of this amended Contract have been drafted, negotiated, and reviewed by 1033 the parties, and no one party shall be considered to have drafted the stated Articles. Single-1034 spaced Articles are standard Articles pursuant to Bureau of Reclamation policy.

1035 CONFIRMATION OF CONTRACT

39. Promptly after the execution of this amended Contract, the Contractors 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 Contractors
for the authorization of the execution of this amended Contract. This amended Contract shall not
be binding on the United States until the Contractors secure a final decree.

	Contract 110. 14 00 200 5505117
IN WITNESS	WHEREOF, the parties hereto have executed this Contract as of the
and year first above w	vritten.
	UNITED STATES OF AMERICA
	By:
	Regional Director
	Mid-Pacific Region
	Bureau of Reclamation
*	
	WESTLANDS WATER DISTRICT DISTRIBUTION
	DISTRICT NO. 1
(SEAL)	
	By:
	President of the Board of Directors
Attest:	
By:	
Secretary of the E	Board of Directors
	SANTA CLARA VALLEY WATER DISTRICT
(SEAL)	
	By:
	Chief Executive Officer
Attest:	

Irrigation and M&I Contract No. 14-06-200-3365A-XXX-B

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

<u>CONTRACT BETWEEN THE UNITED STATES</u> <u>AND</u> <u>SANTA CLARA VALLEY WATER DISTRICT AND</u> <u>WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1</u> <u>PROVIDING FOR PROJECT WATER SERVICE</u> <u>AND FACILITIES REPAYMENT</u>

Exhibits

Exhibit A - Rates and Charges

This Exhibit template is unchanged from current Contract and is updated annually. Rate Schedules may be found at: https://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html

Exhibit B - Repayment Obligation

This Exhibit template was developed during the WIIN Act Negotiations. Relevant data will be incorporated upon contract execution.

Exhibit C - Pajaro Valley Water Management Agency Letter

Exhibit D - 1999 Partial Assignment Agreement

EXHIBIT A PAJARO VALLEY WATER MANAGEMENT AGENCY, WESTLANDS WATER DISTRICT & SANTA CLARA VALLEY WATER DISTRICT 2019 Rates and Charges (Per Acre-Foot)

	Westlan	ds WD	Santa Clari	Valley WD	
	Irrigation Water	M&I Water	Irrigation Water	M&I Wate	
COST-OF-SERVICE (COS) RATE	1	F 1		1	
Construction Costs	\$68.25	\$9.26	\$36.48	\$1.94	
DMC Aqueduct Intertie	\$1.11	\$0.00	\$0.52		
O&M Components		00.00		1	
Water Marketing	\$7.07	\$7.34	\$7.07	\$7.34	
Storage	\$14.52	\$15.90	\$14.41	\$14.70	
Credit for other PUE Remittance	(\$9.74)	(\$3.14)	(\$13.94)	(\$4.96)	
Conveyance	(37,74)	(33,14)	(\$13,34)	(34.30)	
and a second s					
Conveyance Pumping					
Direct Pumping					
Deficit Cost Component(American Recovery and Reinvestment Act (ARRA)included)	\$0.00		\$0.00	\$0.00	
TOTAL COS RATE (Tier 1 Rate)	\$81.21	\$29.36	\$44.54	\$19.02	
Project Use Energy Payment		1		1	
Direct Pumping	\$12.63	\$11.44	\$18.08	\$18.08	
Other PUE Remittance	\$9.74	\$3.14	\$13.94	\$4.96	
IRRIGATION FULL-COST RATE					
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	\$117.71		\$72.94		
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	\$151.30		\$93.69		
	5151,50	· · · · ·	\$75.07	13-3	
M&I FULL COST RATE (Schedule FC-2)	1000 metalo	\$32.25	antar soo	\$19.64	
and have a series of the serie			- · · · · ·	parta and a second	
TIERED PRICING COMPONENTS (In Addition to Total COS Rate Above)					
Irrigation					
Tier 2 Rate: >80% <=90% of Contract Total [Section 202(3) Irrigation Full Cost Rate - Irrigation COS Rate]/2 (Amount	\$18.25	1	\$14.20		
Tier 3 Rate: >90 of Contract Total	\$10.25		\$14.20		
[Section 202(3) Irrigation Full Cost Rate - Irrigation COS Rate] (Amount to be added to Tier 1 Rate)	\$36.50	I	\$28,40		
M&I Tier 2 Rate: >80% <=90% of Contract Total					
[M&I Full Cost Rate - M&I COS Rate]/2					
(Amount to be added to Tier 1 Rate)		\$1.45		\$0.31	
Tier 3 Rate: >90% of Contract Total					
[M&] Full Cost Rate - M&I COS Rate]		- P			
(Amount to be added to Tier I) Rate)		\$2.89		\$0.62	
HARGES AND ASSESSMENTS (Payments in addition to Rates)					
P.L. 102-575 Surcharge (Restoration Fund Payment)		691.00	610 cm	691.95	
	\$10.63	\$21.26	\$10.63	\$21.26	
[Section 3407(d)(2)(A)]					
P.L. 106-377 Assessment (Trinity Public Utilities District)	50.20	00.00	60.20	60.00	
A REAL PROPERTY AND A REAL	\$0.30	\$0.30	\$0.30	\$0.30	

Additional detail of rate components is available on the Internet at: http://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html

Irrigation and M&1 Contract No. 14-06-200-3365A-XXX-B Exhibit C Template

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

Contractor:	
Facility:	
Contracts	

Contractor A San Luis Canal (This does not include Deita-Mendota Pool or Canal) Contract Number #:

Represents an Example of Cost to Repay Construction Based on Unpaid Construction (From 2018 or 2019 of the Water Rate Bool

Data Tinak	Statistics and states	U	npaid Cost	Discount	
Construction C	ost (Excludes Intertie):	\$	2,000,000	\$	1,860,792
Intertie Constr	uction Cost:	5	50,000	S	36,963
Total		5	2,050,000	\$	1,897,754
If Paid in Instal	iments (1/2 of 20 yr CMIT)				
	Due				
Payment 1	1-Jan-20			\$	492,663
Payment 2	1-lan-21			5	492,663
Payment 3	1-Jan-22			5	492,663
Payment 4	1-kan-23			5	492,663
Total Installme	nt Payments			\$	1,970,653
20 yr OVIT Rate	5-4/23/2018				3.0505
and the second se	1/2 of 20 yr CMT (WIIN Act, Section	4011(a)(2)(A) & fi			1.525

M&I Construction Cost (2018 or 201	9 M&I Ratebook, Schedule A-2Ba
	Unpaid Cost
Construction Cost *:	\$ 300,000
* Excludes interest to payment date as inter	st will be computed as an annual
expense as usual	

			Nrigation lump Sum or first payment due date 1-lan-20 Days Until End of Fiscal Year 273												
		Unpaid Allocated Construction Cost					Unpaid Intertie Construction Cost							Total	
		Beginning	Straight Line			Present	Beginning		Straight Line	Present		Present			
		Balance Repayment		-	Value	Balance		Repayment		Value		Values			
2018	\$	2,000,000	\$	153,846	\$	153,846	\$	50,000	\$	1,087	\$	1,087	5	154,93	
2015	\$	1,846,154	\$	153,845	\$	153,846	5	48,913	\$	1,087	5	1,087	5	154,93	
2020	5	1,692,308	5	153,846	5	152,116	5	47,825	\$	1,087	5	1,075	5	153,15	
2021	s	1,538,462	\$	153,845	\$	149,831	\$	45,739	\$	1,087	\$	1,059	\$	150,85	
2022	5	1,384,615	5	153,845	5	147,580	5	45,652	\$	1,087	5	1,043	5	148,6	
2023	s	1,230,769	5	153,846	\$	145,364	\$	44,565	5	1,087	5	1,027	5	146,3	
2024	s	1,076,923	5	153,846	\$	143,180	5	43,475	s	1,087	5	1,012	s	144,15	
2025	5	923,077	s	153,846	5	141,029	5	42,391	5	1,087	5	996	5	142,0	
2026	5	769,231	5	153,846	\$	138,911	5	41,304	5	1,087	\$	981	\$	139,8	
2027	5	615,385	\$	153,846	5	136,824	5	40,217	5	1,087	s	967	5	137,75	
2028	5	461,538	5	153,846	\$	134,769	5	39,130	s	1,087	s	952	\$	135,72	
2029	\$	307,692	5	153,845	5	132,745	5	38,043	5	1,087	\$	938	5	133,68	
2030	\$	153,846	5	153,846	5	130,751	5	36,957	\$	1,087	s	924	\$	131,67	
2031-63		1.100	-				\$	35,870		35,870	ŝ	23,815	5	23,81	
iotal, Lump Se	um 1	ayment			ŝ	1,860,792		10000			5	36,962	5	1,897,7	
mount of Res	duct	ion, Lump Su	m		s	139,206					5	13,038	5	152,24	

** Water Rate Charges and payments are a requirement under the existing and amendatory contract. If at a later date charges are updated based on Regional and Area Office reviews, any unpaid charges are still due. Exhibit C



PAJARO VALLEY WATER MANAGEMENT AGENCY

36 BRENNAN STREET • WATSONVILLE, CA 95076 TEL: (831) 722-9292 FAX: (831) 722-3139 https://www.pvwater.org

July 26, 2019

Bureau of Reclamation - SCCAO Attn: Michael Jackson, P.E. 1243 N. Street Fresno, CA 93721-1813

SUBJECT: Partial Assignment from Mercy Springs

Dear Mr. Jackson,

Pajaro Valley Water Management Agency is withdrawing its interest in the Existing Contract and current renewal, titled "Interim Renewal Contract Among The United States and Pajaro Valley Water Management Agency, Santa Clara Valley Water District, and Westlands Water District Distribution District No. 1 Providing For Project Water Service From The San Luis Unit And Delta Division the Partial Assignment Water Service Contract" Contract No. 14-06-200-3365A-IR-B (Partial Assignment from Mercy Springs).

Should you have any questions, or if you need additional information, please do not hesitate to contact me at (831) 722-9292, or lockwood@pvwater.org.

Sincerely,

Brian Lockwood General Manager
Exhibit D

Contract No. 14-06-200-3365A-XXX-B 14-06-200-3265A/R2

AGREEMENT FOR PARTIAL

ASSIGNMENT OF WATER SERVICE CONTRACT

THIS AGREEMENT is made this 14th day of May 1999, by and among Mercy Springs Water District ("Mercy Springs"), Pajaro Valley Water Management Agency ("Pajaro Valley"), Westlands Water District ("Westlands"), Santa Clara Valley Water District ("Santa Clara") and the United States of America through the United States Bureau of Reclamation ("Reclamation").

RECITALS

A. On June 21, 1967, Mercy Springs and the United States entered into Contract No. 14-06-200-3365A providing for the annual delivery of up to Thirteen Thousand Three Hundred (13,300) acre feet of water from the Central Valley Project ("CVP"). On February 27, 1995, Mercy Springs and the United States entered into Interim Renewal Contract No. 14-06-200-3365A-IR1, which was effective through February 28, 1998, and on February 20, 1998, Mercy Springs and the United States entered into Interim Renewal contract No. 14-06-200-3365A-IR1, which was effective through February 28, 1998, and on February 20, 1998, Mercy Springs and the United States entered into Interim Renewal contract No. 14-06-200-3365A-IR2 (the "Existing Contract"), which expires February 28, 2000; and thereafter shall, upon the request, be renewed for successive interim periods of not more than Two (2) years in length, and thereafter upon final completion of certain environmental documentation, and upon the request, shall be renewed for a term of Twenty-five (25) years, which may thereafter be renewed for terms not to exceed Twenty-five (25) years.

B. Article 30(a) of the Existing Contract provides for assignment of the Contract upon written approval of the Contracting Officer acting on behalf of the United States.

-1-

C. Upon execution of this Agreement, Mercy Springs will assign to Pajaro Valley, Westlands and Santa Clara all Mercy Springs' right, title, and interest in that portion of the Existing Contract as it relates to, and is for the benefit of, the One Thousand Six Hundred Five (1,605) acres of lands within Mercy Springs [more particularly described in Exhibit "A" (the "Subject Lands") and consisting of Six Thousand Two Hundred Sixty (6,260) annual acre-feet of entitlement under the Existing Contract (that portion referred to hereafter as the "Subject Water Supply"), including any rights to renew the Existing Contract for the Subject Water Supply.

D. Mercy Springs, Pajaro Valley, Westlands and Santa Clara have also entered into a separate agreement entitled "Agreement Relating to Partial Assignment of Water Service Contract" (hereafter referred to as the "Four-Party Agreement"), whereby the Subject Water Supply from this assignment will be provided to Westlands and Santa Clara for a period of at least ten (10) years. The Four-Party Agreement provides that if conditions specified therein do not occur within twenty (20) years of the effective date of this Agreement, all of Pajaro Valley's interest in the Existing Contract or a renewal thereof shall terminate.

E. The Subject Water Supply has been determined to be included in the average annual quantity of CVP water actually delivered to Mercy Springs under Contract No. 214-06-200-3365A during the last three years of normal water delivery prior to enactment of the Central Valley Project Improvement Act.

AGREEMENT

IT IS THEREFORE AGREED AMONG THE BELOW PARTIES:

 Incornoration of Recitals. Each of the above RECITALS is hereby incorporated as a part of this Agreement.

-2-

2. <u>Terms and Conditions</u>. Subject to the terms of the terms of the Four-Party Agreement, upon execution of this Agreement, Pajaro Valley, Westlands, and Santa Clara accept all terms and conditions included in the Existing Contract, as may be modified upon renewal thereof, and as may be modified or supplemented herein, and those parties to this Agreement acknowledge and accept their proportionate share of the CVP capital obligation incurred under Contract Nos. 14006-200-3365A or 14-06-200-3365A-IR1, or the Existing Contract.

3. Payment of Existing Operation and Maintenance Deficit. Prior to delivery of any of the Subject Water Supply pursuant to this assignment, Mercy Springs shall have paid in full to the United States any operation and maintenance deficit that may be owed by Mercy Springs to the United States as a result of the delivery of CVP Water to Mercy Springs pursuant to Contract Nos. 14006-200-3365A or 14-06-200-3365A-IR1, or the Existing Contract delivered prior to the effective date of the Agreement.

 <u>Change in Service Area</u>. The Existing Contract is hereby modified to include in the contract service area, the service areas of Westlands and Santa Clara, where the Subject Water Supply can be used.

5. <u>Water Rates and Charges</u>. The Subject Water Supply shall be subject to the applicable Rates, Charges, and Crediting determined annually in accordance with Federal Iaw, associated regulations and the then current CVP ratesetting policies. To enable Reclamation to compute appropriate Rates, Charges, and Crediting, Westlands, Santa Clara, and/or Pajaro Valley shall submit water delivery schedules required by the Existing contract, as may be amended,

-3-

supplemented, or renewed, to Reclamation identifying to whom the Subject Water Supply will be delivered.

6. <u>Use of Water By Pajaro Valley</u>. The delivery to Pajaro Valley of any of the Subject Water Supply shall be contingent upon appropriate environmental review and modification of the contract service area described in the Existing Contract or the renewal thereof. In addition to the terms and conditions on the use of CVP water in the Existing Contract, as may be amended or supplemented, the delivery of any of the Subject Water Supply for M&I purposes to the Pajaro Valley service area is conditioned upon the prior written approval of the Contracting Officer.

7. <u>Allocation of Water Shortages</u>. Irrespective of actual use, the Subject Water Supply shall be acknowledged by the parties and treated by the United States as irrigation water for the purposes of allocating water shortages among CVP water service contractors.

8. Place of Use and Land Classification Requirements. The delivery of any of the Subject Water Supply to Pajaro Valley shall also be contingent upon inclusion, if not previously accomplished, of the lands in the permitted place of use for the CVP water rights by the California State Water Resources Control Board. The use of any of the Subject Water Supply for irrigation purposes must be preceded, if not previously completed, by appropriate Federal land classification and shall be consistent with Federal Reclamation law.

-4-

 <u>Retention of Rights</u>. Upon execution of this Agreement, Mercy Springs will retain all right, title, and interest in that portion of the Existing Contract exclusive of the Subject Water Supply for the Subject Lands.

10. <u>Applicability of the Reclamation Reform Act of 1982</u>. The Subject Water Supply when used for irrigation purposes shall only be delivered to lands held by landholders who have elected to be subject to the provisions of the Reclamation Reform Act of 1982, 43 U.S.C. Sections 390aa *et seq.*, 96 Stat. 1263, by executing an irrevocable election or within a district subject to said Act.

11. <u>Existing Contract Renewal Rights</u>. All parties to this agreement acknowledge and understand that this agreement does not afford any of the parties any contractual rights to any renewal of the Existing Contract beyond that provided pursuant to the Existing Contract.

 Effective Date. The effective date of this Agreement shall be the date on which it is approved by the United States.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and

year first above written.

62.4.4.4

MERCY SPRINGS WATER DISTRICT

anene Ma

WESTLANDS WATER DISTRICT

By nnò Title General N ancol

SANTA CLARA VALLEY DISTRICT

Reference SCVID Agreement # A2263

Title 160

PAJARO VALLEY WATER MANAGEMENT AGENCY

By Title Vice Chairwean

By

The foregoing Agreement for Partial Assignment of the Existing Contract and the terms

detailed above are hereby approved and accepted by the United States of America.

Dated:

APROVED AS TO LEGAL FORM AND SUFFICIENCY

OFFICE OF REGIONAL SOLICITOR DEPARTMENT OF THE INTERIOR

B Loting Regional Director, Mid-Pacific

Region, Bureau of Reclamation



PAJARO VALLEY WATER MANAGEMENT AGENCY

36 BRENNAN STREET • WATSONVILLE, CA 95076 TEL: (831) 722-9292 • FAX: (831) 722-3139 email: info@pvwma.dst.ca.us • http://www.pvwma.dst.ca.us

Board of Directors Meeting

MINUTES

May 7, 1999

 Call to Order and Roll Call of PVWMA Directors: The Regular Board meeting of Pajaro Valley Water Management Agency was called to order at 1:33 p.m. by Vice Chair Howard Mauthe.

Board Members Present:	Frank Capurro, Gwen Carroll, Warren Koenig, Howard Mauthe, Joe Roediger
Board Members Absent:	Brad Bennett, Rosemarie Imazio
Staff Members Present:	Charles McNiesh, General Manager (GM) Barbara Jordan, Administrative Services Officer (ASO) Sharon Chappelear, Administrative Assistant (AA)
Others Present:	Lyndel Melton, Consultant David Lindow, Consultant

- Closed Session (1:00 1:30 p.m.): Pursuant to Government Code section 54956.8 Real property negotiations: Mercy Springs Water District property and water contract assignment; negotiating parties: PVWMA, Mercy Springs Water District/Sloan/Sagouspe, Santa Clara Valley Water District, and Westlands Water District.
- Open Session will begin at 1:30 p.m. Report on closed session. The closed session was not held and there is therefore, no report.
- 4. Action Item:
 - A. Execute Mercy Springs contract assignment document, execute water district agreement Supplementing the contract assignment document, and approve related escrow instructions. GM stated that escrow has been extended to May 14, 1999. Title company needs more time to secure signatures. After a short discussion, the following action was taken.

ACTION: Motion by Director Koenig to authorize the General Manager and the appropriate Board Member to negotiate and execute the final Mercy Springs documents unless there are substantial changes from the current document drafts. Motion carried by unanimous Aye vote, with Director Roediger abstaining.

5. Oral Communications: None

Director Imazio present at 1:38 p.m.

I hereby certify that this is a true copy of the approved minutes of the May 7, 1999 meeting of the Board of Directors of the Pajaro Valley Water Management Agency.

ATTEST:

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Sharon A. Chappelear Acting Secretary/Board of Directors

Date: September 28, 1999

• 10

MERCY SPRINGS WATER DISTRICT

RESOLUTION APPROVING THE ASSIGNMENT OF A PORTION OF THE WATER SERVICE CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND MERCY SPRINGS WATER DISTRICT AND PROVIDING FOR THE COOPERATION OF DISTRICT TO CARRY OUT THE ASSIGNMENT

WHEREAS, the Mercy Springs Water District ("District") entered into a "Contract Between the United States and Mercy Springs Water District Providing for Water Service" dated February 27, 1965, Contract No. 14-06-200-3365A IR1 ("Bureau Contract"); and

WHEREAS, the District has adopted a policy entitled "Program Requirements for District Approval of Landowner Requests Relating to Partial Assignments/Long Term Transfers Affecting Central Valley Project Water Supply, dated December 10, 1996 ("District Policy"); and

WHEREAS, said District Policy is consistent with Water Code Section 382 which authorizes a local agency such as this District to transfer water outside of its boundaries, the use of which is voluntarily foregoing by water users within the agency; and

WHEREAS, certain landowners (the "Landowners") within the District have entered into an Agreement dated October 9, 1996 (the "Letter of Intent") with Pajaro Valley Water Management Agency ("Agency"), a copy of which is attached as Exhibit "A", participation in which Letter of Intent was offered to all District Landowners, which provides for the sale of Landowners of certain lands within the District and the right to receive water from the District under the Bureau contract related to such lands, and the assignment of a portion of the District Bureau Contract to the Agency for delivery of water to the Agency; and

WHEREAS, District has reviewed the terms and conditions of the Letter of Intent; and

WHEREAS, District desires to help facilitate the carrying out of the assignment of a portion of the Bureau Contract as set out in the Letter of Intent and is satisfied with its provisions, subject to compliance with the District Policy; and

WHEREAS, District will complete all actions necessary for compliance with the California Environmental Quality Act with respect to the Letter of Intent and its provisions for a sale of lands within the District, and assignment of a portion of the District Bureau Contract to Agency; the Bureau of Reclamation will comply with the National Environmental Policy Act; and

WHEREAS, although each member of the Board of Directors may participate in the partial assignment provided by the Letter of Intent, this Board has been advised action on such matter would not be a violation of Government Code §1090 in that the program provided for under the District Policy and Letter of Intent is offered to all Landowners under the same term and conditions regardless of whether they are members of the Board of Directors; furthermore, members of the Board voting upon this resolution were drawn by lot after first disqualifying all directors from voting on the matter.

C

NOW, THEREFORE, BE IT RESOLVED by this Board of Directors as follows:

 The facts set forth in the recitals above are true and correct, and the Board so finds and determines.

 The District shall cooperate with and facilitate implementing the partial assignment provided for in the Letter of Intent, consistent with the District Policy, and the District's officers and staff are authorized and directed to do all things necessary and appropriate to carry out the foregoing, and

 The District or the Agency will act as lead agency in carrying out the California Environmental Quality Act ("CEQA");

4. Subject to compliance with CEQA and any other applicable laws, it is the District's intent to execute the partial assignment and other necessary documents to carry out the Letter of Intent, consistent with the District Policy.

ALL THE FOREGOING, being on motion of Director <u>Sloan</u> seconded by Director <u>Sac</u>, was authorized by following vote, namely:

AYES: Director Sloan, Director Ed Koda, Director Sagouspe

NOES: None

ABSTAIN: Director Devine, Director Tama Koda

ABSENT: None

I HEREBY CERTIFY that the foregoing is a true copy of the resolution of the Board of Directors of Mercy Springs Water District as duly passed and adopted by said Board of Directors at an adjourned meeting held this <u>10th</u> day of <u>December</u>, 1996.

Secretary

etenddocs/mmcy.nes

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I hereby certify that this is a true copy of the approved minutes of the December 15, 1998, meeting of the Board of Directors of the Santa Clara Valley Water District.

ATTEST:

bert telis

Elizabeth A. Ellis Deputy Clerk/Board of Directors

Date: May 14, 1999

7 ii). Ms. Maher reviewed the staff report regarding the Central Valley Project Dry-Year Option Agreement and responded to Board members' questions.

It was moved by Director Sauchez, seconded by Director Zlotnick, and unanimously carried that April JI Assgunnet the Board authorize the General Manager to execute a joint assignment contract for Cental Valley Contr for CVP Project water, consistent with terms and conditions described in the agenda memorandum, pending 117r completion of environmental documentation and review of the final form of agreement by the District's General Counsel; and that a budget adjustment from the Water Enterprise Supplemental Water Appropriation account be approved in an amount sufficient to pay the District's share of costs to complete the joint assignment contract, as well as the District's share of debt service costs for the first year, not to exceed \$250,000. Directors Estremera and Judge were absent.

Director Zlotnick requested a CALFED update from Ms. Amy C. Fowler, Special Programs Engineer, Project Management Group.

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Chairperson Gross moved the agenda to Item 21 i).

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RESOLUTION NO. 116-09

WESTLANDS WATER DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS DESIGNATING THE DISTRICT'S REPRESENTATIVES FOR NEGOTIATIONS WITH THE BUREAU OF REGLAMATION FOR THE RENEWAL OF THE ASSIGNED PORTION OF THE MERCY SPRINGS WATER DISTRICT INTERIM AND LONG-TERM WATER SERVICE CONTRACTS

WHEREAS, Section 3404(c) of the Central Valley Project Improvement Act (P.L. 102-575) provides for the long-term renewal of water services contracts following completion of the environmental review established for long-term contract renewals by said Act; and

WHEREAS, Contract No. 14-06-200-3365A-IR1 has been partially assigned, with the approval of the United States, to the Westlands Water District (the "District"); and

WHEREAS, Contract No. 14-08-200-3385A-IR1 will expire on February 29, 2000; and

WHEREAS, the Bureau of Reclamation has notified the District that it anticipates commencing contract negotiations for interim renewal contracts on September 29, 1999, long-term renewal contracts in mid-October, 1999, and has requested that each district designate those individuals authorized to represent and negotiate on behalf of the district during the negotiation process; and

WHEREAS, the Board has determined that it is in the best interest of the District to designate its General Manager David Orth, two members of its Board of Directors, C.A. Dingle and Thomas Hurtbutt, and District counsel Thomas W. Birmingham, to represent the District in these negotiations.

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:

Section 1. The matters stated in the recitels above are true and correct, and the Board so finds and determines.

Section 2. The General Manager, David Orth, two members of its Boerd of Directors, C.A. Dingle and Thomas Hunbuit, and District counsel Thomas W. Birmingham, are hereby authorized to negotiate the Interim and long-term renewal contracts for and on behalf of the District, and the General Manager is authorized to so notify the Bureau of Reclementon.

Section 3. The authorities granted hereby are for coordination and negotiation purposes only, and the terms of any interim and long-term renewal contract resulting from such negotiations shall be subject to final approval by the Board of Directors. Section4. The General Manager and any other District employee or consultant designated by the General Manager is hereby authorized and directed to take such additional actions as may be necessary or convenient to carry out the Intention of this Resolution.

Section 5. This Resolution shall take effect immediately,

PASSED AND ADOPTED THIS 20th Day of September, 1929

Attest

Dave Ciapponi, Secretary

C.A. Dingle, President

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by Westlands Water District, a California water district, at a meeting of the Board of Directors thereof duly called and held at the office of the district on the 20th day of September, 1999.

I AME !

Dave Clapponi, Secretary

AGREEMENT RELATING TO PARTIAL ASSIGNMENT OF WATER SERVICE CONTRACT

THIS AGREEMENT is made this 14th day of May 1999, by and among Marcy Springs Water District ("Mercy Springs"), Westlands Water District ("Westlands"), Santa Clara Valley Water District ("Santa Clara"), and Pajaro Valley Water Management Agency ("Pajaro Valley").

RECITALS

A. On June 21, 1967, Mercy Springs and the United States entered into Contract No. 14-06-200-3365A providing for Project water service for the annual delivery of up to Thirteen Thousand Three Hundred (13,300) acre feet of water from the Central Valley Project ("CVP"). On February 27, 1995, Mercy Springs and the United States entered into Interim Renewal Contract No. 14-06-200-3365A-IR1, which was effective through February 28, 1998, and on February 20, 1998, Mercy Springs and the United States entered into Interim Renewal Contract No. 14-06-200-3365A-IR1, which was effective through February 28, 1998, and on February 20, 1998, Mercy Springs and the United States entered into Interim Renewal Contract No. 14-06-200-3365A-IR2 (the "Existing Contract"), which by its terms will be effective through February 28, 2000; and thereafter shall, upon the request of Mercy Springs, be renewed for successive Interim periods of not more than Two (2) years in length, and thereafter upon final completion of certain environmental documentation, and upon the request of Mercy Springs, shall be renewed for a term of Twenty-five (25) years, which may thereafter be renewed

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for terms not to exceed Twenty-five (25) years.

B. The Existing Contract at Article 30(a) provides for assignment of the Contract upon written approval of the Contracting Officer acting on behalf of the United States.

C. Mercy Springs by this Agreement intends to assign to Westlands, Santa Clara, and Pajaro Valley a portion of the Existing Contract to provide for delivery of water to Westlands, Santa Clara, and Pajaro Valley pursuant to the terms and conditions set forth herein.

D. Upon the United States' approval of the Agreement for Partial Assignment of Water Service Contract ("Assignment Agreement"), Mercy Springs will assign to Westlands, Santa Clara, and Pajaro Valley all its right, title, and interest in and to that portion of the Existing Contract as it relates to and is for the benefit of the One Thousand Six Hundred Five (1,605) acres of lands within Mercy Springs more particularly described in Exhibit "A" (the "Subject Lands") and consisting of Six Thousand Two Hundred Sixty (6,260) annual acre feet of entitlement under the Existing Contract (the "Subject Water Supply"). Including any rights to renew the Existing Contract for the Subject Water Supply; and Westlands, Santa Clara, and Pajaro Valley shall assume that portion of the Existing Contract as it relates to the Subject Water Supply.

E. Westlands, Santa Clare, and Pajaro Valley will renew that portion of the Existing Contract for the Subject Water Supply under the provisions of the Central Valley Project Improvement Act, Title XXXIV of Public Law 102-575 for the annual delivery of up to

Sin Thousand Two Hundred Sixty (6,260) acre fest of CVP water for infustion, municipal, and industrial uses.

F. It is the intent of Westlands, Santa Clara, and Pajaro Valley, that the Subject Water Supply is being acquired for use within their respective service areas, and subject to the terms of this Agreement, if Westlands, Santa Clara or Pajaro Valley is unwilling or unable to take delivery of some or all of the Subject Water Supply for beneficial use within its service area, the unused supply will be made available to the other assignees of the Existing Contract.

G. Approval of this Agreement by Santa Clara is based, in part, on the desire to develop a right as provided in Paragraph 4 herein for Pajaro Valley to use the Subject Water Supply for protection and randomation of its groundwater basin. It is Pajaro Valley's intention to exercise its rights under this Agreement only upon the development of the physical capability to take delivery of the Subject Water Supply to its service area within approximately twenty (20) years following the effective date of this Agreement.

H. The Agreement for Purchase and Sale and Joint Escrow Instructions with Alan L. Sagouspe, Tambra M. Sagouspe, Stephen W. Stoan, Charlene A. Sloan, and the Sloan Living Trust Dated August 25, 1981, between Pajaro Valley and certain landowners within Mercy Springs is in full force and effect between the parties thereto, to which Mercy Springs is not a party, and will have no involvement as to matters therein mentioned, except as to delivery of the this Agreement executed by Mercy Springs to the escrow agent therein designated, and closing of the transaction under said Furchase Agreement being a prerequisite to the

implementation of the this Agreement. In the event of a dispute between the parties to the Purchase Agreement, Marcy Springs will not be named or made a party to any dispute or proceeding.

AGREEMENT

IT IS THEREFORE AGREED AMONG THE PARTIES AS FOLLOWS:

 Incorporation of <u>Recitals</u>: Each of the Recitals herein before set forth is hereby incorporated as a part of this Agreement and shall be performed to the best of the ability of the parties hereto to perform the same.

2. <u>Payment for Assignment</u>: Upon approval of the Assignment Agreement by the United States, Westlands will pay \$5,617,500.00 (the "Capital Expenditure") into the escrow described in the Agreement for Purchase and Sale and Joint Escrow Instructions between Pajaro Valley and Alam L. Sagouspe, Tambra M. Sagouspe, Stephen W. Sloan, Charlens A. Sloan, and the Sloan Living Trust Dated August 25, 1981, on behalf of Pajaro Valley.

3. <u>Partial Assignment</u>: Mercy Springs hereby assigns to Westlands, Santa Clars, and Pajaro Valley its right, title, and interest in and to Six Thousand Two Hundred Sixty (6,260) minual acre feet of Project water under the Existing Contract previously delivered to the Subject Lande, and as setout in paragraph 6 herein, Westlands, Santa Clars, and Pajaro Valley shall be subject to the rights and duties under the Existing Contract associated therewith. 4. <u>Right to Receive Water</u>: For a period of Twenty (20) years following the effective date of this Agreement, Westlands and/or Santa Clara shall be entitled to receive the Subject Water Supply; provided, that between the expiration of the Teath (10) year and the Twentieth (20) year following the effective date of this Agreement, Pajaro Valley may assume Westlands' entitlement to receive the Subject Water Supply for use in Pajaro Valley's services area; and provided further, that during the first Ten (10) years following the effective date of this Agreement, the total quantity of the water delivered to Santa Clara shall not exceed Twanty-five (25) percent of the total Subject Water Supply provided by the United States during said Twenty (20) year period shall not exceed Twenty-five (25) percent of the total subject Water Supply provided by the United States during said Twenty (20) year period shall not exceed Twenty-five (25) percent of the total Subject Water Supply provided by the United States during said Twenty (20) year period shall not exceed Twenty-five (25) percent of the total Subject Water Supply provided by the United States during said Twenty provided by the United States during said period or 20,000 acre-feet, whichever is greater.

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Pajaro Valley's assumption of Westlands' entitlement to receive the Subject Water Supply shall become affective on the first day of the contract year (March 1 through February 28) following the date of Pajaro Valley provides notice to Wastlands and Santa Clara that it will assume those tights.

If Pajaro Valley fails to assume Westlands' entitlement to receive the Subject Water Supply prior to the expiration of said Twenty (20) year period, Westlands and Santa Clara shall thereafter have the exclusive right to receive the Subject Water Supply; provided, that the maximum quantity of water Santa Clara shall have the right to receive in each successive Ten (10) year period shall be Twenty-five percent (25%) of the Subject Water Supply delivered by the United States during such period. In the sweat the quantity of water received by Santa Clara exceeds Twenty-five percent (25%) of the Subject Water Supply delivered by the United States

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during the subject Ten (10) year period. Sante Clars shall transfer or reallocate to Westlands the difference between the actual quantity of water received by Santa Clars and Twenty-five percent (25%) of the Subject Water Supply delivered by the United States during said period. Such transfer or reallocation shall occur in a year when Santa Clars receives none of the Subject Water Supply.

Subject to the limitations herein, during any year prior to the expiration of the twentieth (20th) year, Santa Clara shall, at its discretion, have a first priority to the Subject Water Supply or any portion thereof; provided that in any year Santa Clara anticipates that it will receive water under this Agreement, Santa Clara shall notify Westlands or Pajaro Valley in writing of the quantity of the Subject Water Supply which it will take no later than April 25th or five (5) days after the Bureau of Reclamation's April water supply announcement, whichever is earlier. In the absence of such notice, Westlands, or Pajaro Valley If it has assumed Westlands' entitlement to receive the Subject Water Supply, shall be entitled to receive the Subject Water Supply during that year.

For a period of thirty (30) years following the effective date of this Agreement, Westlands and Santa Clara shall have a right of first refusal to acquire from Pajaro Valley, at an annual cost of Fifty-four dollars and thirty cents (\$54.30) per acre-foot, the Subject Water Supply, or any portion thereof, if Pajaro Valley enters into any agreement to transfer or assign the Subject Water Supply, or any portion thereof. Westlands and/or Santa Clara shall exercise said right within ninety (90) days from the date Pajaro Valley provides notice of the transfer or assignment to them, which notice shall be effective five (5) days after it is sent via first class mail. If both Westlands and Santa Clara exercise said right, Seventy-five percent (75%) of the subject water shall be transferred or assigned to Westlands and Twenty-five percent (25%) of the

subject water shall be transferred or assigned to Santa Clara. A water exchange, or banking agreement that results in alternative water supplies being made available for use within Pejaro Velley's service area shall not constitute a transfer giving rise to this right of first refusal.

5. <u>Peyments Among the Parties</u>: For a period of Thirty (30) years following the effective date of this Agreement or, until any indebtedness incurred by Westlands to finance the acquisition of the Subject Water Supply has been refinanced or defeased pursuant to any defeasance insurament accompanying the debt, Santa Clara shall reimburae Westlands an amount equal to one-half of the annual net debt service costs incurred by Westlands to finance or infinance the acquisition of the Subject Water Supply; provided, that Westlands shall not refinance the debt incurred to acquire the Subject Water Supply without the written consent of Santa Clara. Payments from Santa Clara shall be made to Westlands twice per year, on a date not less than ninety (90) days prior to the date on which Westlands is obligated to pay principal and interest on the debt.

In the event assumes Westlands' emitlement to receive the Subject Water Supply, Pajaro Valley shall pay to Westlands an amount equal to fifty-four dollars and thirty cents (\$54.30) times 6,260 acre-feet per year for the number of years remaining until the end of the thirtieth (30th) year following the effective date of this Agreement times a reliability factor of saventy percent (70%). Thereafter, Westlands shall be relieved of any further obligation or duty under this Agreement and the Existing Contract or any renewal thereof. Until the expiration of the Twenty (20) year period describe in paragraph 4, Santa Clara shall make payments to Pajaro Valley in amounts equal to what would have been paid by Santa Clara to Westlands had Pajaro Valley not exercised its option. In the event Pajaro Valley has assumed Westlands⁴ rights under

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this Agreement, it shall have the exclusive right to receive the Subject Water-Supply for use in its service area after the expiration of the Twenty (20) year period described in paragraph 4, above, and Santa Clara shall be relieved of any further obligation or duty under this Agreement and the Existing Contract or any renewal thereof.

6. <u>Assumption of Obligations</u>: Westlands and Santa Clara hereby accept all rights and assume all duties contained in the Existing Contract or any renewal thereof applicable to the Subject Water Supply, subject to the remaining obligations of Mercy Springs under the balance of the Existing Contract or renewal thereof. In particular, Westlands and Santa Clara shall be responsible for all financial obligations under the Existing Contract applicable to the Subject Water Supply owed to the United States by Mercy Springs as it relates to the Subject Water Supply delivered after the effective date of this Agreement. The balance of the Existing Contract or renewal thereof not assigned hereby shall continue to be held by Mercy Springs for the benefit of land within Mercy Springs.

In the event Pajaro Valley assumes Westlands' entitlement to receive the Subject Water Supply, Pajaro Valley will accept and assume all of the duties contained in the Existing Contract or any renewal thereof applicable to the Subject Water Supply assumed by Westlands pursuant to this Agreement, and Westlands shall have no further obligations under this Agreement or the Existing Contract or a renewal thereof. Upon the expitation of said Twenty (20) year period, all rights accepted and duties assumed hereby shall be Pajaro Valley's exclusively, and Sama Clara shall have no further obligations under this Agreement or the Existing Contract or a renewal thereof.

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7. <u>Payment of Costs of Approval</u>: Westlands, Santa Clara and Pajaro Valley shall pay all costs associated with processing and socking approval of the Assignment Agreement, including, but not limited to, compliance under the National Environmental Policy Act ("NEPA") and the California Environmental Quality Act ("CEQA"), and related processes.

8. <u>Obligation to Defend and Indemnify</u>. In the event any action is brought challenging the propriety of this Agreement by a landowner or resident within the boundaries of one of the parties hereto, that party shall defend, indemnify and hold hamless the other parties from any such action.

9. <u>Entire Agreement</u>: This Agreement contains the entire agreement and understanding between the parties to it with respect to the matters covered by it and supersedes all prior agreements, negotiations, and discussions.

 <u>Amendment</u>: This Agreement may be amended only by a writing signed by the party against whom enforcement of the change is sought.

11. <u>Effective Date</u>: The effective date of this Agreement shall be the date on which the United States approves the Assignment Agreement.

12 <u>Multiple Originals</u>: This Agreement may be executed in counterparts, each of which aball be deemed an original.

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IN WITNESS WHEREOF, the parties have executed this Agreement Relating to

Partial Assignment of Water Service Contract as of the day and year first above written.

MERCY SPRINGS WATER DISTRICT

ARTER SOM PLUSIONADE

SANTA CLARA VALLEY WATER DISTRICT

By______ Title:

WESTLANDS WATER DISTRICT

By General

PAJARO VALLEY WATER MANAGEMENT AGENCY

Tru By: Title:

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IN WITNESS WHEREOF, the parties have executed this Agreement Relating to

Panial Assignment of Water Service Contract as of the day and year first above, written.

MERCY SPRINGS WATER DISTRICT

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SANTA CLARA VALLEY WATER DISTRICT

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PAJARO VALLEY WATER MANAGEMENT AGENCY

By_ Title:

WESTLANDS WATER DISTRICT

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IN WITNESS WHEREOF, the parties have examined this Agreement Relating to Partial Assignment of Water Service Contract as of the day and year first above written.

MERCY SPRINGS WATER DISTRICT

SANTA CLARA VALLEY WATER DISTRICT

Title:

By____

Title:

WESTLANDS WATER DISTRICT

PAJARO VALLEY WATER MANAGEMENT AGENCY

By _____

Title:

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By:___

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EXHIBIT B

RESOLUTION NO. 102-20

WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1

A RESOLUTION OF THE BOARD OF DIRECTORS:

AUTHORIZING THE FILING OF NOTICES OF STATUTORY EXEMPTION AND CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR APPROVAL OF AND AUTHORIZATION TO EXECUTE THE CONTRACT BETWEEN THE UNITED STATES AND WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1 PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT,

AUTHORIZING APPROVAL, EXECUTION, AND DELIVERY OF THE CONTRACT BETWEEN THE UNITED STATES AND WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1 PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT, AND

AUTHORIZING ACTIONS IN FURTHERANCE THEREOF

WHEREAS, Centinella Water District (CWD) entered into a contract for water service with the United States on July 8,1977, Contract No. 7-07-20-W0055 (the "Original Contract"), which provided for the delivery of up to 2,500 acre feet of water diverted through Central Valley Project facilities. Upon expiration of the Original Contract, CWD entered into successive interim renewal contracts with the United States of America providing for water service, including Contract No. 7-07-20-W0055-IR8 ending on February 28, 2006; and

WHEREAS, on November 9, 2004, Westlands Water District Distribution District No. 1 (District), CWD and the United States through the Bureau of Reclamation entered into an agreement for assignment (Assignment Contract 7-07-20-W0055-IR8-B) of CWD's water service contract. Under this Assignment Contract, CWD assigned its right, title and interest to 2,500 acre-feet of its water service contract to the District; and

WHEREAS, the District entered into successive interim renewal contracts with the United States of America providing for water service, including the current Contract No. 7-07-20-W0055-IR16-B (Existing Interim Renewal Contract) ending on February 29, 2020; and

WHEREAS, the United States has tendered a form of an interim renewal contract to the District, Renewal Contract No. 7-07-20-W0055-IR17-B, (Interim Renewal Contract) which provides for the delivery of water diverted through Central Valley Project facilities under terms that are substantially the same as the Existing Interim Renewal Contract, which if executed, would remain in effect through February 28, 2022; and

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

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

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

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

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

WHEREAS, on or about April 23, 2018, pursuant to WIIN Act, 4011(a)(1), the District requested that United States Bureau of Reclamation initiate the process to convert its water service contract to a repayment contract.

WHEREAS, pursuant to and consistent with the WIIN Act, the United States and the District negotiated terms and conditions that convert the Existing Interim Renewal Contract to a repayment contract, and those terms and conditions are reflected in the attached Converted Contract between the United States and Westlands Water District Distribution District No. 1 providing for Project Water Service and Facilities Repayment, which is incorporated herein by this reference (Converted Contract); and

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

WHEREAS, the Converted Contract continues water service to the District within established parameters, in the same scope and nature of the ongoing Central Valley Project and its existing facilities; and

WHEREAS, the United States has determined that the District has fulfilled all of its obligations under the Existing Interim Renewal Contract; and

WHEREAS, the District has demonstrated to the satisfaction of the Contracting Officer that the District has utilized the Project Water supplies available to it for reasonable and beneficial use and expects to utilize fully for reasonable and beneficial use the quantity of Project Water to be made available to it pursuant to the Converted Contract; and

WHEREAS, water obtained from the Project has been relied upon by urban and agricultural areas within California for more than 50 years, and is considered by the District as an essential portion of its water supply; and

WHEREAS, the economies of regions within the Project, including the District's, depend upon the continued availability of water, including water service from the Project; and

WHEREAS, it is imperative to the District and its landowners that the District continue water service to lands within the District for beneficial use, and the District therefore proposes to enter into the Converted Contract; and

WHEREAS, under the Converted Contract, ongoing receipt and delivery of water will continue with no expansion of service and no new facilities constructed because the District will deliver the water received under the Converted Contract: (1) to lands within the District's boundaries for beneficial use and that have been in production, and (2) through existing facilities; and

WHEREAS, the District has reviewed the terms and conditions of the Converted Contract and finds the form and content thereof to be acceptable to the District and appropriate for execution; and

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

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED as follows:

1. The facts set forth in the recitals above and in the documents referenced therein are true and correct, and the Board so finds and determines.

 The Converted Contract will not create any effects specified in Title 14 of the California Code of Regulations, Section 15300.2.

3. Executing the Converted Contract is statutorily exempt from compliance with the California Environmental Quality Act as provided in the California Public Resources Code and implemented through Title 14 of the California Code of Regulations, Sections 15260 through 15285, with particular reference to Section 15261, because it is merely a continuation of a project approved, funded and fully operated prior to November 23, 1970, and no modification or alteration in the Central Valley Project or the amount of water delivered is proposed.

4. Execution of the Converted Contract is exempt from the California Environmental Quality Act based on its record of proceedings showing that the Converted Contract continues water service to the District within established parameters, in the same scope and nature of the ongoing Central Valley Project and its existing facilities; it involves no increase in existing service; and no new construction, expansion, or any modification to the existing distribution system; nor any change in the source of water to be delivered, or the uses to which such supplies will be put.

5. Execution of the Converted Contract is categorically exempt from compliance with the California Environmental Quality Act as provided in Title 14 of the California Code of Regulations, Section 15300 through 15333, with particular reference to Section 15301, because it merely provides for continued operation of existing facilities.

6. The District shall prepare and file a Notice of Exemption with the Clerks of Fresno and Kings Counties and the Office of Planning and Research (State Clearinghouse) as provided for in Title 14 of the California Code of Regulations, Section 15062(b), in substantially the forms attached hereto as Exhibit A.

7. The Converted Contract in substantially the form presented to the Board and on file with the Secretary is hereby approved.

8. The President of the District is hereby authorized to execute and deliver the Converted Contract in substantially the form attached hereto, with such additional changes and/or modifications as are approved by the President of the District, its General Manager, and its General Counsel.

 The District's officers, staff, and consultants are authorized and directed to take all additional actions they deem necessary or appropriate in order to carry out the intent of this resolution. 10. A certified copy of this resolution shall be prepared and transmitted by the District's Secretary to the United States Bureau of Reclamation.

Adopted at a regular meeting of the Board of Directors, at Fresno, California, this 21st day of January, 2020.

AYES: Directors Anderson, Bourdeau, Coelho, Errotabere, Enos, Ferguson, Neves, Nunn and Peracchi

NOES: None

ABSENT: None

Bobbie Ormonde, District Secretary

Notice of Exemption

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Print Form

To: Office of Planning and Research P.O. Box 3044, Room 113 Sacramento, CA 95812-3044 From: (Public Agency): Westlands Water District P.O. Box 6056

Fresno, CA 93703-6056

(Address)

Project Title: Westiands Water District Distribution District No. 1 Central Valley Project Water Repayment Contract #7-07-20-W0055-XXX (Centinetia Assignment Conversion to Repayment)

Project Applicant: Westlands Water District - Distribution District No. 1

Project Location - Specific:

County Clerk County of: Fresno

2221 Kern Street Fresno, CA 93721

Within the boundaries of the Westlands Water District

Project Location - City: Not Applicable Project Location - County: Fre

Fresno and Kings

Description of Nature, Purpose and Beneficiaries of Project:

The project is the execution of Contract #7-07-20-W0055-XXX (Centinella Assignment), which would convert Westlands Water District Distribution District No. 1's (District) existing water service contract to a repayment contract that provides the terms and conditions for water service with the United States Bureau of Reclamation (USBR) for the purpose of continuing delivery of Central Valley Project water within established parameters to lands within the District's existing service area boundary. The beneficiaries of the project are the District, its landowners, and water users. The USBR is a party to the bilateral agreement and as such is a recipient of the District's approval (Pub. Resources Code, §§21065, 21167.6.5). The project is entirely administrative in scope.

Name of Public Agency Approving Project: Westlands Water District - Distribution District No. 1

Name of Person or Agency Carrying Out Project: Westlands Water District - Distribution District No. 1

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: CEQA Guidelines, §15301
- Statutory Exemptions. State code number: CEQA Guidelines, §15261

Reasons why project is exempt:

The project is statutorily exempt from compliance with the California Environmental Quality Act as provided in Title 14 of the California Code of Regulations, Section 15261, because it is merely a continuation of a project approved, funded and fully operated prior to November 23, 1970 and no modification or alteration in the Central Valley Project or the amount of water delivered is proposed.

The project is also exempt under 14 CCR 15301 as it provides for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The Project is wholly administrative in scope as the project involves no construction, alteration, or expansion of an existing use.

Lead Agency Contact Person: Jose Gutierrez Area Code/Telephone/Extension: (559) 241-6215

If filed by applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a Notice of Exemption been filed by the public agency approving the project? I Yes I No

Signature: _____ Date: January 22, 2020 Title: Chief Operating Officer

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Reference: Sections 21108, 21152, and 21152.1, Public Resources Code. Date Received for filing at OPR:

Revised 2011

NOTICE OF EXEMPTION

То:	x	Office of Planning and Research/State Clearinghouse P.O. Box 3044, 1400 Tenth Street, Room 222 Sacramento, CA 95812-3044
		County Clerk/County Recorder County of Fresno 2220 Tulare Street Fresno, CA 93721
	x	County Clerk/County Recorder County of Kings County Government Center 1400 West Lacey Boulevard Hanford, CA 93230
From:	x	Westlands Water District P.O. Box 6056

Project Title: Westlands Water District Distribution District No. 1 Central Valley Project Water Repayment Contract #7-07-20-W0055-XXX (Centinella Assignment Conversion to Repayment).

Project Applicant: Westlands Water District - Distribution District No. 1

Project Location - Specific: Within the boundaries of the Westlands Water District.

Project Location – City: Not Applicable Project Location – County: Fresno and Kings.

Description of Nature, Purpose and Beneficiaries of Project:

Fresno, CA 93703

The project is the execution of Contract #7-07-20-W0055-XXX (Centinella Assignment), which would convert Westlands Water District Distribution District No. 1's (District) existing water service contract to a repayment contract that provides the terms and conditions for water service with the United States Bureau of Reclamation (USBR) for the purpose of continuing delivery of Central Valley Project water within established parameters to lands within the District's existing service area boundary. The beneficiaries of the project are the District, its landowners, and water users. The USBR is a party to the bilateral agreement and as such is a recipient of the District's approval (Pub. Resources Code, §§21065, 21167.6.5). The project is entirely administrative in scope.

Name of Public Agency Approving Project: Westlands Water District - Distribution District No. 1

Name of Person or Agency Carrying Out Project: Westlands Water District - Distribution District No. 1

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- X Categorical Exemption. State type and section number: CEQA Guidelines, §15301
- X Statutory Exemptions. State code number: CEQA Guidelines, §15261

Reasons why project is exempt:

The project is statutorily exempt from compliance with the California Environmental Quality Act as provided in Title 14 of the California Code of Regulations, Section 15261, because it is merely a continuation of a project approved, funded and fully operated prior to November 23, 1970 and no modification or alteration in the Central Valley Project or the amount of water delivered is proposed.

The project is also exempt under 14 CCR 15301 as it provides for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The Project is wholly administrative in scope as the project involves no construction, alteration, or expansion of an existing use.

Lead Agency

Contact Person: Jose Gutierrez

Area Code/Telephone/Extension: (559) 241-6215

If filed by applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a Notice of Exemption been filed by the public agency approving the project? X YES NO

Signature: _____ Date: January 22, 2020 Title: Chief Operating Officer

X Signed by Lead Agency X Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Reference: Sections 21108, 21152, and 21152.1, Public Resources Code. Date Received for filing at OPR:

Revised 2011
Irrigation and M&I Contract No. 7-07-20-W0055-XXX (Centinella Assignment)

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

CONTRACT BETWEEN THE UNITED STATES

AND

WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1 PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT

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Contract No. 7-07-20-W0055-XXX

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

<u>CONTRACT BETWEEN THE UNITED STATES</u> <u>AND</u> <u>WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1</u> <u>PROVIDING FOR PROJECT WATER SERVICE</u> <u>AND FACILITIES REPAYMENT</u>

1	THIS CONTRACT, made this day of 20, in pursuance generally of
2	the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary thereto,
3	including, but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and
4	supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70
5	Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100
6	Stat. 3050), as amended Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), as
7	amended, and the Water Infrastructure Improvements for the Nation Act (Public Law 114-322,
8	130 Stat. 1628), Section 4011 (a-d) and (f) ("WIIN Act"), all collectively hereinafter referred to
9	as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter
10	referred to as the United States, and WESTLANDS WATER DISTRICT DISTRIBUTION
11	DISTRICT NO. 1, hereinafter referred to as the Contractor, a public agency of the State of
12	California, duly organized, existing, and acting pursuant to the laws thereof;
13	WITNESSETH, That:

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EXPLANATORY RECITALS

15	[1 st] WHEREAS, the United States has constructed and is operating the Central Valley
16	Project, California, for diversion, storage, carriage, distribution, and beneficial use, for flood
17	control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and
18	restoration, generation and distribution of electric energy, salinity control, navigation, and other
19	beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and
20	the San Joaquin River and their tributaries; and
21	[2 nd] WHEREAS, the United States constructed the Delta-Mendota Canal and related
22	facilities, hereinafter collectively referred to as the Delta Division facilities, which will be used
23	in part for the furnishing of water to the Contractor pursuant to the terms of this Contract; and
24	[3 rd] WHEREAS, the Centinella Water District (District) and the United States entered
25	into Contract No. 7-07-20-W0055, which provided the District, Central Valley Project water
26	from the Delta-Mendota Canal from July 8, 1977 to February 28, 1995; and
27	[4 th] WHEREAS, the United States and the District entered into Contract No. 7-07-20-
28	W0055-IR1 and subsequent Interim Renewal Contracts 7-07-20-W0055-IR2 through 7-07-20-
29	W0055-IR8, which provided for the continued water service to the District from March 1, 1995,
30	through February 28, 2006; and
31	[5 th] WHEREAS, the Contractor and the District executed an agreement on February
32	28, 2006, which assigned to the Contractor all right, title, and interest to Contract No. 7-07-20-
33	W0055-IR8; and
34	[6 th] WHEREAS, the United States and the Contractor entered into Contract Number
35	7-07-20-W0055-IR9 and subsequent Interim Renewal Contracts 7-07-20-W0055-IR10 through
36	7-07-20-W0055-IR16, the last of which is hereinafter referred to as the "Existing Contract",

37	which established terms for the delivery of Project Water to the Contractor from the Delta
38	Division, and which was in effect the date the WIIN Act was enacted; and
39	[7 th] WHEREAS, on December 16, 2016, the 114th Congress of the United States of
40	America enacted the WIIN Act; and
41	[8 th] WHEREAS, Section 4011(a)(1) provides that "upon request of the contractor, the
42	Secretary of the Interior shall convert any water service contract in effect on the date of
43	enactment of this subtitle and between the United States and a water users' association
44	[Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under
45	mutually agreeable terms and conditions."; and
46	[9 th] WHEREAS, Section 4011(a)(1) further provides that "the manner of conversion
47	under this paragraph shall be as follows: (A) Water service contracts that were entered into
48	under section (e) of the Act of August 4, 1939 (53 Stat. 1196), to be converted under this section
49	shall be converted to repayment contracts under section 9(d) of that Act (53 Stat. 1195)"; and
50	"(B) Water service contracts that were entered under subsection (c)(2) of section 9 of the Act of
51	August 4, 1939 (53 Stat. 1194), to be converted under this section shall be converted to a
52	contract under subsection (c)(1) of section 9 of that Act (53 Stat. 1195)."; and
53	[10 th] WHEREAS, Section 4011(a)(4)(C) further provides all contracts entered into
54	pursuant to Section 4011(a)(1), (2), and (3) shall "not modify other water service, repayment,
55	exchange, and transfer contractual rights between the water users' association [Contractor], and
56	the Bureau of Reclamation, or any rights, obligations, or relationships of the water users'
57	association [Contractor] and their landowners as provided under State law."; and
58	[11 th] WHEREAS, Section 4011(d)(3) and (4) of the WIIN Act provides that
59	"implementation of the provisions of this subtitle shall not alter(3) the priority of a water

60	service or repayment contractor to receive water; or (4) except as expressly provided in this
61	section, any obligations under the Federal Reclamation law, including the continuation of
62	Restoration Fund charges pursuant to section 3407(d) (Pub. L. 102-575), of the water service and
63	repayment contractors making prepayments pursuant to this section."; and
64	[12 th] WHEREAS, upon the request of the Contractor, the WIIN Act directs the
65	Secretary to convert irrigation water service contracts and Municipal and Industrial (M&I) water
66	service contracts into repayment contracts, amend existing repayment contracts, and allow
67	contractors to prepay their construction cost obligations pursuant to applicable Federal
68	Reclamation law; and
69	[13 th] WHEREAS, the United States has determined that the Contractor has to date
70	fulfilled all of its obligations under the Existing Contract; and
71	[14 th] WHEREAS, the Contacting Officer has determined that the Contractor has the
72	capability to fully utilize for reasonable and beneficial use, or shown projected future reasonable
73	and beneficial use for, the quantity of Project Water to be made available to it pursuant to this
74	Contract; and
75	[15 th] WHEREAS, the Contracting Officer and the Contractor agree that this Contract
76	complies with Section 4011 of the WIIN Act; and
77	[16 th] WHEREAS, the Contracting Officer and the Contractor agree to amend and
78	convert the Existing Contract pursuant to section 4011 of the WIIN Act and other Federal
79	Reclamation law on the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein
 contained, it is hereby mutually agreed by the parties hereto as follows:

82	DEFINITIONS
83	1. When used herein unless otherwise distinctly expressed, or manifestly
84	incompatible with the intent of the parties as expressed in this Contract, the term:
85	(a) "Additional Capital Obligation" shall mean construction costs or other
86	capitalized costs incurred after the effective date of Contract or not reflected in the Existing
87	Capital Obligation as defined herein and in accordance with Section 4011, subsection (a)(2)(B)
88	and (a)(3)(B) of the Water Infrastructure Improvements for the Nation Act (Pub. L. 114-322, 130
89	Stat. 1628) ("WIIN Act");
90	(b) "Calendar Year" shall mean the period January 1 through December 31,
91	both dates inclusive;
92	(c) "Charges" shall mean the payments required by Federal Reclamation law
93	in addition to the Rates and Tiered Pricing Component specified in this Contract as determined
94	annually by the Contracting Officer pursuant to this Contract;
95	(d) "Contractor's Boundaries" shall mean the area to which the Contractor is
96	permitted to provide Project Water under this Contract;
97	(e) "CVPIA" shall mean the Central Valley Project Improvement Act, Title
98	XXXIV of the Act of October 30, 1992 (106 Stat. 4706);
99	(f) "Delivered Water" or "Water Delivered" shall mean Project Water made
100	available to the Contractor and diverted at the point(s) of delivery approved by the Contracting
101	Officer;
102	(g) "Eligible Lands" shall mean all lands to which Irrigation Water may be
103	delivered in accordance with Section 204 of the Reclamation Reform Act of October 12, 1982
104	(96 Stat. 1263), as amended;

105	(h) "Excess Lands" shall mean all lands defined as excess in Section 204 of
106	the Reclamation Reform Act of 1982, other than those lands exempt from acreage limitation
107	under Federal Reclamation law;
108	(i) "Existing Capital Obligation" shall mean the remaining amount of
109	construction costs or other capitalized costs allocable to the Contractor as described in section
110	4011, subsections (a)(2)(A) and (a)(3)(A) of the WIIN Act, and as identified in the Central
111	Valley Project Irrigation Water Rates and/or Municipal and Industrial Water Rates, respectively,
112	dated Month/Day/Year [specify ratebook year for all contractors.] [contractor specific to address
113	the intertie], as adjusted to reflect payments not reflected in such schedule. The Contracting
114	Officer has computed the Existing Capital Obligation and such amount is set forth in Exhibit C,
115	which is incorporated herein by reference;
116	(j) "Full Cost Rate" shall mean that water rate described in Sections 205(a)(3)
117	or 202(3) of the Reclamation Reform Act of 1982, whichever is applicable;
118	(k) "Ineligible Lands" shall mean all lands to which Irrigation Water may not
119	be delivered in accordance with Section 204 of the Reclamation Reform Act of 1982;
120 121 122	 (l) "Irrigation Water" shall mean the use of Project Water to irrigate lands primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto;
123	(m) "Landholder" shall mean an individual or entity attributed with the total
124	irrigable acreage of one or more tracts of land situated in one or more districts owned and/or
125	operated under a lease which is served with Irrigation Water pursuant to a contract with the
126	United States;
127 128 129	(n) "Municipal and Industrial (M&I) Water" shall mean the use of Project Water for municipal, industrial, and miscellaneous other purposes not falling under the definition of "Irrigation Water" or within another category of water use under an applicable Federal

130 authority;

131	(o)	"Operation and Maintenance" or "O&M" shall mean normal and
132	reasonable care, cont	rol, operation, repair, replacement and maintenance of Project facilities;
133	(p)	"Operating Non-Federal Entity" shall mean a Non-Federal entity which
134	has the obligation to	operate and maintain all or a portion of the Delta Division facilities pursuant
135	to an agreement with	the United States;
136	(q)	"Project" shall mean the Central Valley Project owned by the United
137	States and operated b	by the Department of the Interior, Bureau of Reclamation;
138	(r)	"Project Contractors" shall mean all parties who have contracts for water
139	service for Project W	ater from the Project with the United States pursuant to Federal
140	Reclamation law;	
141	(s)	"Project Water" shall mean all water that is developed, diverted, stored, or
142	delivered by the Unit	ed States in accordance with the statutes authorizing the Project and in
143	accordance with the t	erms and conditions of applicable water rights permits and licenses
144	acquired by and/or iss	sued to the United States pursuant to California law;
145	(t)	"Rates" shall mean the payments determined annually by the Contracting
146	Officer in accordance	with the then current applicable water ratesetting policies for the Project;
147	(u)	"Repayment Obligation" for Water Delivered as Irrigation Water shall
148	mean the Existing Ca	pital Obligation discounted by ½ of the Treasury rate, which shall be the
149	amount due and payal	ble to the United States, pursuant to section 4011(a)(2)(A) of the WIIN Act;
150	and for Water Deliver	ed as M&I Water shall mean the amount due and payable to the United
151	States, pursuant to se	ction 4011(a)(3)(A) of the WIIN Act;
152	(v)	"Secretary" or "Contracting Officer" shall mean the Secretary of the
153	United States Departm	nent of the Interior or his duly authorized representative;

154	(w) "Tiered Pricing Component" shall be the incremental amount to be paid
155	for each acre-foot of Water Delivered as described in Article 7 of this Contract and as provided
156	for in Exhibit A;
157	(x) "Water Made Available" shall mean the estimated amount of Project
158	Water that can be delivered to the Contractor for the upcoming Year as declared by the
159	Contracting Officer, pursuant to subdivision (a) of Article 4 of this Contract;
160	(y) "Year" shall mean the period from and including March 1 of each
161	Calendar Year through the last day of February of the following Calendar Year.
162	TERM OF CONTRACT - RIGHT TO USE OF WATER
163	2. (a) This Contract shall be effective March 1, 2020, hereinafter known as the
164	"Effective Date", and shall continue so long as the Contractor pays applicable Rates and Charges
165	under this Contract, consistent with Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat.
166	1195) as applicable, and applicable law;
167	(1) <u>Provided</u> , That the Contracting Officer shall not seek to terminate
168	this Contract for failure to fully or timely pay applicable Rates and Charges by the Contactor,
169	unless the Contracting Officer has first provided at least sixty (60) calendar days written notice
170	to the Contractor of such failure to pay and the Contractor has failed to cure such failure to pay,
171	or to diligently commence and maintain full curative payments satisfactory to the Contracting
172	Officer within the sixty (60) calendar days' notice period;
173	(2) <u>Provided, further</u> . That the Contracting Officer shall not seek to
174	suspend making water available or declaring Water Made Available pursuant to this Contract for
175	non-compliance by the Contractor with the terms of this Contract or Federal law, unless the
176	Contracting Officer has first provided at least thirty (30) calendar days written notice to the
177	Contractor and the Contractor has failed to cure such non-compliance, or to diligently commence

178	curative actions satisfactory to the Contracting Officer for a non-compliance that cannot be fully
179	cured within the thirty (30) calendar days' notice period. If the Contracting Officer has
180	suspended making water available pursuant to this paragraph, upon cure of such non-compliance
181	satisfactory to the to the Contracting Officer, the Contracting Officer shall resume making water
182	available and declaring Water Made Available pursuant to this Contract;
183	(3) <u>Provided, further</u> , That this Contract may be terminated at any
184	time by mutual consent of the parties hereto.
185	(b) Upon complete payment of the Repayment Obligation by the Contractor,
186	and notwithstanding any Additional Capital Obligation that may later be established, the acreage
187	limitations, reporting, and Full Cost pricing provisions of the Reclamation Reform Act of 1982,
188	and subdivisions (f) Eligible Lands, (g) Excess Lands, and (j) Ineligible Lands of Article 1 of this
189	Contract shall no longer be applicable.
190	(c) Notwithstanding any provision of this Contract, the Contractor reserves
191	and shall have all rights and benefits under the Act of July 2, 1956 (70 Stat. 483), to the extent
192	allowed by law.
193	(d) Notwithstanding any provision of this Contract, the Contractor reserves
194	and shall have all rights and benefits under the Act of June 21, 1963 (77 Stat. 68), to the extent
195	allowed by law.
196	WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTOR
197	3. (a) Subject to the provisions set forth in Articles 11 and 12 of this Contract,
198	and consistent with applicable State water rights, permits, and licenses, the Contractor is entitled
199	to, and the Contracting Officer shall be obligated to make available to the Contractor up to 2,500
200	acre-feet of Project Water during any Year for Irrigation and/or Municipal and Industrial
201	purposes. The quantity of Project Water delivered to the Contractor in accordance with this

202 subdivision of this Article 3 in any Year shall be scheduled and paid for pursuant to the 203 provisions of Articles 4 and 7 of this Contract, and shall not exceed the quantity of Project Water the Contractor intends to put to reasonable beneficial use within the Contractor's Boundaries or 204 205 sold, transferred, or exchanged pursuant to Article 9 of this Contract. 206 (b) The Contractor shall utilize the Project Water made available to it 207 pursuant to this Contract in accordance with all applicable requirements of any Biological Opinion addressing the execution of this Contract developed pursuant to Section 7 of the 208 Endangered Species Act of 1973 as amended, and in accordance with environmental 209 documentation as may be required for specific activities, including conversion of Irrigation 210 Water to M&I Water. 211 212 The Contractor shall make reasonable and beneficial use of Project Water (c) 213 or other water furnished pursuant to this Contract. In addition, use of Project Water in a 214 groundwater recharge program shall be permitted under this Contract to the extent that it is carried out in accordance with California law: Provided, however, That such groundwater 215 216 recharge program cannot be undertaken unless and until the Contractor submits a groundwater 217 management plan pursuant to California law that demonstrates that such groundwater recharge 218 program will result in a reasonable and beneficial use of such water. 219 (d) If the Contracting Officer determines that Project Water, or other water 220 available to the Project, can be made available to the Contractor in addition to the quantity of 221 Project Water made available to the Contractor pursuant to subdivision (a) of this Article, the 222 Contracting Officer shall so notify the Contractor. If the Contractor requests the delivery of any quantity of such water, the Contracting Officer shall make such water available to the Contractor 223 in accordance with applicable statutes, regulations, guidelines, and policies.

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Contract No. 7-07-20-W0055-XXX

225 (e) If the Contractor requests permission to reschedule for use during the 226 subsequent Year some or all of the Project Water made available to the Contractor during the 227 current Year or to use, during the current Year, that quantity of Project Water the United States 228 has agreed to make available to the Contractor during the subsequent Year, the Contracting 229 Officer may permit such uses in accordance with applicable statutes, regulations, guidelines, and 230 policies. 231 (f) The Contractor's rights pursuant to Federal Reclamation law and 232 applicable State law to the beneficial use of water furnished pursuant to this Contract shall not be 233 disturbed so long as the Contractor shall fulfill all of its obligations under this Contract. Nothing 234 in the preceding sentence shall affect the Contracting Officer's ability to impose shortages under subdivision (b) of Article 12 of this Contract. 235 236 Notwithstanding subdivisions (k) and (m) of Article 1 of this Contract, (g) 237 Project Water furnished to the Contractor pursuant to this Contract may be delivered for 238 purposes other than those described in subdivisions (k) and (m) of Article 1 of this Contract upon 239 written approval by the Contracting Officer in accordance with the terms and conditions of such 240 approval. 241 (h) The Contractor's right pursuant to Federal Reclamation law and applicable 242 State law to the reasonable and beneficial use of the Water Delivered pursuant to this Contract 243 shall not be disturbed, and this Contract shall continue so long as the Contractor pays applicable 244 Rates and Charges under this Contract consistent with Section 9(d) or 9(c)(1) of the Act of 245 August 4, 1939 (53 Stat. 1195) as applicable, and applicable law. Nothing in the preceding 246 sentence shall affect the Contracting Officer's ability to impose shortages under Article 11 or subdivision (b) of Article 12 of this Contract. 247

24	TIME FOR DELIVERY OF WATER
24	4. (a) On or about February 20, of each Calendar Year, the Contracting Officer
250	shall declare the amount of Project Water estimated to be made available to the Contractor
25:	pursuant to this Contract for the upcoming Year. The declaration will be updated monthly, as
252	necessary, based on current hydrologic conditions. The Contracting Officer shall make available
253	the forecast of Project operations, with relevant supporting information, upon the written request
254	of the Contractor or its representatives. Upon written request of the Contractor, the Contracting
255	Officer shall provide the basis of the estimate which shall include, but not be limited to, a
256	monthly pumping forecast for the O'Neill Pumping Plant, the projected carryover of Project
257	reservoirs, projected CVPIA impacts, projected Endangered Species Act and all other regulatory
258	impacts.
259	(b) On or before each March 1, the Contractor shall submit to the Contracting
260	Officer and at such other times as necessary, a written schedule, satisfactory to the Contracting
261	Officer, showing the times and quantities of Project Water to be delivered by the United States to
262	the Contractor pursuant to this Contract, and consistent with subdivision (a) of Article 3 of this
263	Contract.
264	(c) Subject to the conditions set forth in subdivision (a) of Article 3 of this
265	Contract, the United States shall deliver Project Water to the Contractor in accordance with the
266	initial schedule submitted by the Contractor pursuant to subdivision (b) of this Article, or any
267	revision(s) thereto submitted within a reasonable time prior to the date(s) on which the requested
268	change(s) is(are) to be implemented.
269	POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER
270	5. (a) The Project Water to be furnished to the Contractor pursuant to this
271	Contract shall be made available to the Contractor at either of the mileposts identified in Exhibit
	12

B and any additional point or points of delivery either on Delta Division facilities or another
location or locations mutually agreed to in writing by the Contracting Officer and the Contractor
(b) The Contracting Officer shall make all reasonable efforts to maintain
sufficient flows and levels of water in the Delta-Mendota Canal to furnish Project Water to the
Contractor at the full design capacity of the turnout(s) established as a delivery point(s) pursuant
to subdivision (a) of this Article.

(c) Irrigation Water furnished to the Contractor pursuant to this Contract shall
be delivered by the Contractor in accordance with any applicable land classification provisions
of Federal Reclamation law and the associated regulations. Project Water shall not be delivered
to land outside the Contractor's Boundaries unless approved in advance by the Contracting
Officer.

283 (d) All Project Water delivered to the Contractor pursuant to this Contract shall be measured and recorded with equipment furnished, installed, operated, and maintained by 284 285 the United States or the responsible Operating Non-Federal Entity at the point or points of 286 delivery established pursuant to subdivision (a) of this Article. Upon the request of either party 287 to this Contract, the Contracting Officer shall investigate the accuracy of such measurements and 288 shall take any necessary steps to adjust any errors appearing therein. The Contractor shall advise 289 the Contracting Officer on or before the 10th calendar day of each month of the quantity of M&1 290 Water taken during the preceding month.

(e) Neither the United States nor any Operating Non-Federal Entity shall be
responsible for the control, carriage, handling, use, disposal, or distribution of Project Water
made available to the Contractor pursuant to this Contract beyond the delivery points specified in
subdivision (a) of this Article. The Contractor shall indemnify the United States its officers,

295	employees, agents, and assigns on account of damage or claim of damage of any nature
296	whatsoever for which there is legal responsibility, including property damage, personal injury, or
297	death arising out of or connected with the control, carriage, handling, use, disposal, or
298	distribution of such Project Water beyond such delivery points, except for any damage or claim
299	arising out of (i) acts performed by the United States or any of its officers, employees, agents, or
300	assigns, including any responsible Operating Non-Federal Entity, with the intent of creating the
301	situation resulting in any damage or claim; (ii) willful misconduct of the United States or any of
302	its officers, employees, agents, or assigns, including any responsible Operating Non-Federal
303	Entity, or (iii) negligence of the United States or any of its officers, employees, agents, or
304	assigns, including any responsible Operating Non-Federal Entity.
305	MEASUREMENT OF WATER WITHIN THE DISTRICT
306	6. (a) Within five (5) years of the effective date of this Contract, the Contractor
307	shall ensure that, unless the Contractor establishes an alternative measurement program
308	satisfactory to the Contracting Officer, all surface water delivered for irrigation purposes within
309	the Contractor's Boundaries is measured at each agricultural turnout and such water delivered for
310	Municipal and Industrial purposes is measured at each Municipal and Industrial service
311	connection. All water measuring devices or water measuring methods of comparable
312	effectiveness must be acceptable to the Contracting Officer. The Contractor shall be responsible
313	for installing, operating, and maintaining and repairing all such measuring devices and
314	implementing all such water measuring methods at no cost to the United States. The Contractor
315	shall use the information obtained from such water measuring devices or water measuring
316	methods to ensure proper management of the water; to bill water users for water delivered by the
317	Contractor; and, if applicable, to record water delivered for Municipal and Industrial purposes by
318	customer class as defined in its water conservation plan. Nothing herein contained in this

	319	Article, however, shall preclude the Contractor from establishing and collecting any charges,
	320	assessments or other revenues authorized by California law. The Contractor shall include a
	321	summary of its annual surface water deliveries in the annual report described in subdivision (d)
	322	of Article 24 of this Contract.
	323	(b) Omitted.
	324	(c) All new surface water delivery systems installed within the Contractor's
	325	Boundaries after the effective date of this Contract shall also comply with the measurement
	326	provisions described in subdivision (a) of this Article.
	327	(d) The Contractor shall inform the Contracting Officer and the State of
	328	California in writing by April 30 of each Year of the monthly volume of surface water delivered
	329	within the Contractor's Boundaries during the previous Year.
	330	RATES, METHOD OF PAYMENT FOR WATER AND ACCELERATED REPAYMENT OF
	331	FACILITIES
	332	7. (a) Notwithstanding the Contractor's full prepayment of the Repayment
13	333	Obligation pursuant to section 4011, subsection (a)(2)(A) and subsection (a)(3)(A) of the WIIN
T S	334	Act, as set forth in Exhibit C, and any payments required pursuant to section 4011, subsection (b)
	335	of the WIIN Act, to reflect the adjustment for the final cost allocation as described in this Article,
19	336	subsection (b), the Contractor's Project construction and other obligations shall be determined in
-	337	accordance with: (i) the Secretary's ratesetting policy for Irrigation Water adopted in 1988 and
	338	the Secretary's then-existing ratesetting policy for M&I Water, consistent with the WIIN Act;
	339	and such ratesetting policies shall be amended, modified, or superseded only through a public
2	340	notice and comment procedure; (ii) applicable Federal Reclamation law and associated rules and
	341	regulations, or policies, and (iii) other applicable provisions of this Contract. Payments shall be
4	342	made by cash transaction, electronic funds transfers, or any other mechanism as may be agreed

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343	to in writing by the Contractor and the Contracting Officer. The Rates, Charges, and Tiered
344	Pricing Component applicable to the Contractor upon execution of this Contract are set forth in
345	Exhibit "A," as may be revised annually
346	(1) The Contractor shall pay the United States as provided for in this
347	Article of this Contract for all Delivered Water at Rates, Charges, and Tiered Pricing Component
348	in accordance with policies for Irrigation Water and M&I Water. The Contractor's Rates shall
349	be established to recover its estimated reimbursable costs included in the operation and
350	maintenance component of the Rate and amounts established to recover deficits and other
351	charges, if any, including construction costs as identified in the following subdivisions.
352	(2) In accordance with the WIIN Act, the Contractor's allocable share
353	of Project construction costs will be repaid pursuant to the provisions of this Contract.
354	(A) The amount due and payable to the United States, pursuant
355	to the WIIN Act, shall be the Repayment Obligation. The Repayment Obligation has been
356	computed by the Contracting Officer in a manner consistent with the WIIN Act and is set forth
357	as a lump sum payment (M&I and Irrigation) and as four (4) approximately equal annual
358	installments (Irrigation Only) to be repaid no later than three (3) years after the effective date of
359	this Contract as set forth in Exhibit C. [There could be one or two exhibits in most cases due to
360	more than one service area (For Irrigation contractors and M&I contractors)] The Repayment
361	Obligation is due in lump sum by [Month, Day, Year] as provided by the WIIN Act. The
362	Contractor must provide appropriate notice to the Contracting Officer in writing no later than
363	thirty (30) days prior to [Month, Day, Year] [Division Level: consider the effective date of the
364	contract being converted] if electing to repay the amount due using the lump sum alternative. If
365	such notice is not provided by such date, the Contractor shall be deemed to have elected the

366 installment payment alternative, in which case, the first such payment shall be made no later than [Month, Day, Year] [Division Level: consider the effective date of the contract being 367 converted]. The second payment shall be made no later than the first anniversary of the first 368 369 payment date. The third payment shall be made no later than the second anniversary of the first 370 payment date. The final payment shall be made no later than [Month, Day, Year] [no later than 371 the third anniversary of the effective date of the contract]. If the installment payment option is elected by the Contractor, the Contractor may pre-pay the remaining portion of the Repayment 372 373 Obligation by giving the Contracting Officer sixty (60) days written notice, in which case, the 374 Contracting Officer shall re-compute the remaining amount due to reflect the pre-payment using 375 the same methodology as was used to compute the initial annual installment payment amount, 376 which is illustrated in Exhibit C. Notwithstanding any Additional Capital Obligation that may later be established, receipt of the Contractor's payment of the Repayment Obligation to the 377 378 United States shall fully and permanently satisfy the Existing Capital Obligation. 379 Additional Capital Obligations that are not reflected in, the (B) schedules referenced in Exhibit C and properly assignable to the Contractor, shall be repaid as 380 381 prescribed by the WIIN Act without interest except as required by law. Consistent with Federal 382 Reclamation law, interest shall continue to accrue on the M&I portion of the Additional Capital 383 Obligation assigned to the Contractor until such costs are paid. Increases or decreases in the 384 Additional Capital Obligation assigned to the Contractor caused solely by annual adjustment of 385 the Additional Capital Obligation assigned to each Project contractor by the Secretary shall not 386 be considered in determining the amounts to be paid pursuant to this subdivision (a)(2)(B), 387 however, will be considered under subdivision (b) of this Article. A separate agreement shall be 388 established by the Contractor and the Contracting Officer to accomplish repayment of the

389 Additional Capital Obligation assigned to the Contractor within the timeframe prescribed by the390 WIIN Act, subject to the following:

(1)391 If the collective Additional Capital Obligation 392 properly assignable to the contractors exercising conversion under section 4011 of the WIIN Act 393 is less than five million dollars (\$5,000,000), then the portion of such costs properly assignable 394 to the Contractor shall be repaid not more than five (5)-years after the Contracting Officer notifies the Contractor of the Additional Capital Obligation; Provided, That the reference to the 395 396 amount of five million dollars (\$5,000,000) shall not be a precedent in any other context. 397 If the collective Additional Capital Obligation (2)398 properly assignable to the contractors exercising conversion under section 4011 of the WIIN Act is equal to or greater than five million dollars (\$5,000,000), then the portion of such costs 399 400 properly assignable to the Contractor shall be repaid as provided by applicable Federal 401 Reclamation law and Project ratesetting policy; Provided, That the reference to the amount of 402 five million dollars (\$5,000,000) shall not be a precedent in any other context. 403 (b) In the event that the final cost allocation referenced in Section 4011(b) of 404 the WIIN Act determines that the costs properly assignable to the Contractor are greater than what has been paid by the Contractor, the Contractor shall be obligated to pay the remaining 405 allocated costs. The term of such additional repayment contract shall be not less than one (1) 406 year and not more than ten (10) years, however, mutually agreeable provisions regarding the rate 407 408 of repayment of such amount may be developed by the Contractor and Contracting Officer. In 409 the event that the final cost allocation indicates that the costs properly assignable to the 410 Contractor are less than what the Contractor has paid, the Contracting Officer shall credit such

411 overpayment as an offset against any outstanding or future obligations of the Contractor, with the
412 exception of Restoration Fund charges pursuant to section 3407(d) of Pub. L. 102-575.

413 (c) The Contracting Officer shall notify the Contractor of the Rates, Charges,
414 and Tiered Pricing Component as follows:

415 (1)Prior to July 1, of each Calendar Year, the Contracting Officer shall provide the Contractor the preliminary calculation of the Charges that will be applied for 416 the period October 1, of the current Calendar Year, through September 30, of the following 417 418 Calendar Year, and identify the statutes, regulations and guidelines used as the basis for such 419 calculations. On or before September 15, of each Calendar Year, the Contracting Officer shall 420 notify the Contractor in writing of the Charges to be in effect during the period October 1, of the 421 current Calendar Year, through September 30, of the following Calendar Year, and such 422 notification shall revise Exhibit "A."

423 (2)Prior to October 1 of each Calendar Year, the Contracting Officer 424 shall make available to the Contractor an estimate of the Rates and Tiered Pricing Component 425 for Project Water for the following Year and the computations and cost allocations upon which 426 those Rates are based. The Contractor shall be allowed not less than two (2) months to review 427 and comment on such computations and cost allocations. By December 31 of each Calendar 428 Year, the Contracting Officer shall provide the Contractor with the final Rates and Tiered Pricing 429 Component to be in effect for the upcoming Year, and such notification shall revise Exhibit "A." 430 (d) At the time the Contractor submits the initial schedule for the delivery of 431 Project Water for each Year pursuant to subdivision (b) of Article 4 of this Contract, the Contractor shall pay the United States the total amount payable pursuant to the applicable Rate(s) 432 for all Project Water scheduled to be delivered pursuant to this Contract during the first two (2) 433

434 calendar months of the Year. Before the end of the first month or part thereof of the Year, and 435 before the end of each calendar month thereafter, the Contractor shall pay pursuant to the 436 applicable Rate(s) for all Project Water scheduled to be delivered pursuant to this Contract 437 during the second month immediately following. Adjustments between the payments for the 438 scheduled amount of Project Water and the appropriate payments for quantities of Delivered 439 Water furnished pursuant to this Contract each month shall be made before the end of the 440 following month: Provided, That any revised schedule submitted by the Contractor pursuant to 441 Article 4 of this Contract, which increases the amount of Project Water to be delivered pursuant 442 to this Contract during any month shall be accompanied with appropriate payment for Rates to 443 assure that Project Water is not furnished to the Contractor in advance of such payment. In any 444 month in which the quantity of Delivered Water furnished to the Contractor pursuant to this 445 Contract equals the quantity of Project Water scheduled and paid for by the Contractor, no 446 additional Project Water shall be made available to the Contractor unless and until payment of 447 Rates for such additional Project Water is made. Final adjustment between the payments of 448 Rates for the Project Water scheduled and the quantities of Delivered Water furnished during 449 each Year pursuant to this Contract shall be made as soon as possible but no later than April 30th 450 of the following Year.

(e) The Contractor shall also make a payment in addition to the Rate(s) in
subdivision (d) of this Article to the United States for Water Delivered, at the Charges and
appropriate Tiered Pricing Component then in effect, before the end of the month following the
month of delivery; Provided, That the Contractor may be granted an exception from the Tiered
Pricing Component pursuant to subdivision (k)(2) of this Article. The payments shall be
consistent with the quantities of Irrigation Water and M&I Water Delivered as shown in the

water delivery report for the subject month prepared by the Operating Non-Federal Entity or, if 457 458 there is no Operating Non-Federal Entity, by the Contracting Officer. The water delivery report 459 shall be deemed a bill for the payment of Charges and applicable Tiered Pricing Component for Water Delivered. Adjustment for overpayment or underpayment of Charges and the Tiered 460 461 Pricing Component shall be made through the adjustment of payments due to the United States 462 for Charges for the next month. Any amount to be paid for past due payment of Charges shall be 463 computed pursuant to Article 18 of this Contract. 464 The Contractor shall pay for any Project Water provided under subdivision (f) (d) or (e) of Article 3 of this Contract as determined by the Contracting Officer pursuant to 465 applicable statutes, regulations, guidelines, and policies. 466 467 Payments to be made by the Contractor to the United States under this (g) 468 Contract may be paid from any revenues available to the Contractor. 469 (h) Revenues received by the United States pursuant to this Contract shall be 470 allocated and applied in accordance with Federal Reclamation law, including but not limited to, subsection 3 of Section 1 of the Act of July 2, 1956 (70 Stat. 483), and subsection (f) of Section 471 472 3405, subsection (c)(l) of Section 3406 and subsection (d)(2)(A) of Section 3407 of the CVPIA, 473 and the associated regulations, including but not limited to, the Project Irrigation Water 474 ratesetting policy and the Project M&I Water ratesetting policy promulgated pursuant to the 475 Administrative Procedures Act. 476 (i) At the Contractor's request, the Contracting Officer shall provide to the Contractor an accounting of all of the expenses allocated and the disposition of all revenues 477 478 received pursuant to this Contract in sufficient detail to allow the Contractor to determine that 479 the allocation of expenses and disposition of all revenues received was accomplished in

480 conformance with Federal Reclamation law and the associated regulations. The Contracting
481 Officer and the Contractor shall enter into good faith negotiations to resolve any discrepancies or
482 disputes arising out of said accounting of the Contractor's review thereof.

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

490 (k) 1. Beginning at such time as deliveries of Project Water in a Year 491 exceed 80 percent of the Contract Total, then before the end of the month following the month of delivery the Contractor shall make an additional payment to the United States equal to the 492 applicable Tiered Pricing Component. The Tiered Pricing Component for the amount of Water 493 494 Delivered in excess of 80 percent of the Contract Total, but less than or equal to 90 percent of the 495 Contract Total, shall equal one-half of the difference between the Rate established under subdivision (a) of this Article and the Irrigation Full Cost Water Rate or M&I Full Cost Water 496 497 Rate, whichever is applicable. The Tiered Pricing Component for the amount of Water Delivered which exceeds 90 percent of the Contract Total shall equal the difference between (i) 498 499 the Rate established under subdivision (a) of this Article and (ii) the Irrigation Full Cost Water 500 Rate or M&I Full Cost Water Rate, whichever is applicable. For all Water Delivered pursuant to 501 subdivision (a) of Article 3 of this Contract which is in excess of 80 percent of the Contract

502	Total, this increment shall be deemed to be divided between Irrigation Water and M&I Water in
503	the same proportion as actual deliveries of each bear to the cumulative total Water Delivered.
504	2. Subject to the Contracting Officer's written approval, the
505	Contractor may request and receive an exemption from such Tiered Pricing Component for
506	Project Water delivered to produce a crop which the Contracting Officer determines will provide
507	significant and quantifiable habitat values for waterfowl in fields where the water is used and the
508	crops are produced; Provided, That the exemption from the Tiered Pricing Component for
509	Irrigation Water shall apply only if such habitat values can be assured consistent with the
510	purposes of the CVPIA through binding agreements executed with or approved by the
511	Contracting Officer prior to use of such water.
512	3. For purposes of determining the applicability of the Tiered Pricing
513	Component pursuant to this Article, Water Delivered shall include Project Water that the
514	Contractor transfers to others but shall not include Project Water transferred to the Contractor,
515	nor shall it include the additional water provided to the Contractor under the provisions of
516	subdivision (d) of Article 3 of this Contract.
517	NON-INTEREST BEARING OPERATION AND MAINTENANCE DEFICITS
518	8. The Contractor and the Contracting Officer concur that at the time of execution of
519	this Contract, the Contractor has no non-interest bearing operation and maintenance deficits and
520	shall have no further liability therefor.
521	TRANSFERS OR EXCHANGES OF WATER
522	9. The right to Project Water provided for in this Contract may be sold, transferred,
523	or exchanged to others for beneficial uses within the State of California if such sale, transfer, or
524	exchange is authorized by applicable Federal laws, State laws, and applicable guidelines or
525	regulations then in effect. The right to sell, transfer, or exchange Project Water shall include,

526	and the Contracting Officer shall apply this Article in a manner that does not impede or restrict,
527	lawful short-term sales, transfers, or exchanges of the type the District and Contractor
528	historically carried out with approval of the Contracting Officer under Contract No. 7-07-20-
529	W0055, as amended, assigned, and renewed. No sale, transfer, or exchange of the right to
530	Project Water under this Contract may take place without the prior written approval of the
531	Contracting Officer.
532	APPLICATION OF PAYMENTS AND ADJUSTMENTS
533	10. (a) The amount of any overpayment by the Contractor shall be applied first to
534	any accrued indebtedness arising out of this Contract then due and payable by the Contractor.
535	Any amount of such overpayment then remaining shall, at the option of the Contractor, be
536	refunded to the Contractor or credited upon amounts to become due to the United States from the
537	Contractor under the provisions of this Contract in the following months. With respect to
538	overpayment, such adjustment shall constitute the sole remedy of the Contractor or anyone
539	having or claiming to have the right to the use of any of the water supply provide for in this
540	Contract.
541	(b) All advances for miscellaneous costs incurred for work requested by the
542	Contractor pursuant to Article 23 of this Contract shall be adjusted to reflect the actual costs
543	when the work has been completed. If the advances exceed the actual costs incurred, the
544	difference will be refunded to the Contractor. If the actual costs exceed the Contractor's
545	advances, the Contractor will be billed for the additional costs pursuant to Article 23 of this

- 546 Contract.
- 547

TEMPORARY REDUCTIONS - RETURN FLOWS

548 11. (a) Subject to: (i) the authorized purposes and priorities of the Project; and
549 (ii) the obligations of the United States under existing contracts, or renewals thereof, providing

for water deliveries from the Project, the Contracting Officer shall make all reasonable efforts to
optimize Project Water deliveries to the Contractor as provided in this Contract.

The United States may temporarily discontinue or reduce the quantity of 552 (b) Project Water to be delivered to the Contractor as herein provided for the purposes of 553 investigation, inspection, maintenance, repair, or replacement of any of the Project facilities or 554 555 any part thereof necessary for the delivery of Project Water to the Contractor, but so far as feasible the Contracting Officer will give the Contractor due notice in advance of such temporary 556 discontinuance or reduction, except in case of emergency, in which case no notice need be given: 557 Provided, That the United States shall use its best efforts to avoid any discontinuance or 558 reduction in such service. Upon resumption of service after such reduction or discontinuance, 559 and if requested by the Contractor, the United States will, if possible, deliver the quantity of 560 561 Project Water which would have been delivered hereunder in the absence of such discontinuance or reduction: Provided, further, That with respect to any quantity of Project Water not delivered 562 after a discontinuance or reduction the Contractor shall be relieved of its scheduling and payment 563 obligations for such quantity of Project Water. 564 565 The United States reserves the right to all seepage and return flow water (c) derived from water delivered to the Contractor under this Contract which escapes or is 566 567 discharged beyond the Contractor's Boundaries: Provided, That this shall not be construed as claiming for the United States any right to seepage or return flow being put to reasonable and 568 beneficial use pursuant to this Contract within the Contractor's Boundaries by the Contractor or 569 those claiming by, through, or under the Contractor. 570

571

CONSTRAINTS ON THE AVAILABILITY OF WATER

in its operation of the Project, the Contracting Officer will use all
 reasonable means to guard against a Condition of Shortage in the quantity of Project Water to be
 made available to the Contractor pursuant to this Contract. In the event the Contracting Officer

determines that a Condition of Shortage appears probable, the Contracting Officer will notify the
 Contractor of said determination as soon as practicable.

(b) If there is a Condition of Shortage because of inaccurate runoff forecasting
or other similar operational errors affecting the Project; drought and other physical or natural
causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer
to meet current and future legal obligations, then, except as provided in subdivision (a) of Article
17 of this Contract, no liability shall accrue against the United States or any of its officers,
agents, or employees for any damage, direct or indirect, arising therefrom.

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(c) In any Year in which there may occur a shortage for any of the reasons

specified in subdivision (b) of this Article, the Contracting Officer shall apportion the available

585 Project Water supply among the Contractor and others entitled, under existing contracts and

586 future contracts (to the extent such future contracts are permitted under subsections (a) and (b) of

587 Section 3404 of the CVPIA) and renewals thereof, to receive Project Water consistent with the

588 contractual obligations of the United States.

589 (d) Subject to subdivision (c) of this Article, in any Year in which there may

590 occur a shortage for any of the reasons specified in subdivision (b) of this Article, the

591 Contracting Officer shall apportion the available Project Water among the Contractor and others

592 entitled to receive Project Water from the Delta-Mendota Canal as follows:

593 (1) A determination shall be made of the total quantity of water
594 scheduled to be delivered during the respective Year under all contracts then in force for the
595 delivery of water from the Delta-Mendota Canal, the quantity so determined being herein
596 referred to as the contractual commitments from the Delta-Mendota Canal.

597 (2) The total quantity of water scheduled to be delivered to the
598 Contractor from the Delta-Mendota Canal during the respective Year under subdivision (a) of
599 Article 3 of this Contract shall be divided by the contractual commitments, the quotient thus
600 obtained being herein referred to as the Contractor's contractual entitlement from the Delta601 Mendota Canal.

602	(3) The supply determined by the Contracting Officer to be available
603	from the Delta-Mendota Canal shall be multiplied by the Contractor's contractual entitlement and
604	the result shall be the quantity of water required to be delivered by the United States to the
605	Contractor for the respective Year from the Delta-Mendota Canal.
606	UNAVOIDABLE GROUNDWATER PERCOLATION
607	13. (a) The Contractor shall not be deemed to have furnished Irrigation Water to
608	Excess Lands or Ineligible Lands within the meaning of this Contract if such lands are irrigated
609	with groundwater that reaches the underground strata as an unavoidable result of the furnishing
610	of Irrigation Water by the Contractor to Eligible Lands.
611	(b) Upon complete payment of the Repayment Obligation by the Contractor,
612	this Article 13 shall no longer be applicable.
613	COMPLIANCE WITH FEDERAL RECLAMATION LAWS
614 615 616 617 618	14. 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.
619	PROTECTION OF WATER AND AIR QUALITY
620	15. (a) Omitted
621 622 623 624 625	(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 level possible as determined by the Contracting Officer. The United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.
626 627 628 629 630 .631 632	(c) The Contractor will comply with all applicable water and air pollution laws and regulations of the United States and the State of California; and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and shall be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or Project Water provided by the Contractor within its Service Area.

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

635 636

WATER ACQUIRED BY THE CONTRACTOR OTHER THAN FROM THE UNITED STATES

637 16. (a) Water or water rights now owned or hereafter acquired by the Contractor 638 other than from the United States and Irrigation Water furnished pursuant to the terms of this 639 Contract may be simultaneously transported through the same distribution facilities of the 640 Contractor subject to the following: (i) if the facilities utilized for commingling Irrigation Water 641 and non-Project water were constructed without funds made available pursuant to Federal 642 Reclamation law, the provisions of Federal Reclamation law will be applicable only to the Landholders of lands which receive Irrigation Water; (ii) the eligibility of land to receive 643 644 Irrigation Water must be established through the certification requirements as specified in the 645 Acreage Limitation Rules and Regulations (43 CFR Part 426); (iii) the water requirements of 646 Eligible Lands within the Contractor's Boundaries can be established and the quantity of 647 Irrigation Water to be utilized is less than or equal to the quantity necessary to irrigate such 648 Eligible Lands; and (iv) if the facilities utilized for commingling Irrigation Water and non-649 Project water are constructed with funds made available pursuant to Federal Reclamation law, 650 the non-Project water will be subject to Federal Reclamation law, until such funds have been 651 repaid.

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

654

OPINIONS AND DETERMINATIONS

655 17. (a) Where the terms of this Contract provide for actions to be based upon the 656 opinion or determination of either party to this Contract, said terms shall not be construed as 657 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or

658	determinations. Both parties, notwithstanding any other provisions of this Contract, expressly
659	reserve the right to relief from and appropriate adjustment for any such arbitrary, capricious, or
660	unreasonable opinion or determination. Each opinion or determination by either party shall be
661	provided in a timely manner.
662	(b) The Contracting Officer shall have the right to make determinations
663	necessary to administer this Contract that are consistent with the expressed and implied
664	provisions of this Contract, the laws of the United States and the State of California, and the
665	rules and regulations promulgated by the Secretary. Such determinations shall be made in
666	consultation with the Contractor to the extent reasonably practicable.
667	CHARGES FOR DELINQUENT PAYMENTS
668	18. (a) The Contractor shall be subject to interest, administrative, and penalty
669	charges on delinquent payments. If a payment is not received by the due date, the Contractor
670	shall pay an interest charge on the delinquent payment for each day the payment is delinquent
671	beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in
672	addition to the interest charge, an administrative charge to cover additional costs of billing and
673	processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor
674	shall pay, in addition to the interest and administrative charges, a penalty charge for each day the
675	payment is delinquent beyond the due date, based on the remaining balance of the payment due
676	at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt
677	collection services associated with a delinquent payment.
678	(b) The interest rate charged shall be the greater of either the rate prescribed
679	quarterly in the Federal Register by the Department of the Treasury for application to overdue
680	payments, or the interest rate of 0.5 percent per month. The interest rate charged will be
681	determined as of the due date and remain fixed for the duration of the delinquent period.
682	(c) When a partial payment on a delinquent account is received, the amount
683	received shall be applied first to the penalty charges, second to the administrative charges, third
684	to the accrued interest, and finally to the overdue payment.
685	EQUAL EMPLOYMENT OPPORTUNITY
686	19. During the performance of this Contract, the Contractor agrees as follows:
687	(a) The Contractor will not discriminate against any employee or applicant for
688	employment because of race, color, religion, sex, sexual orientation, gender identity, or national
689	origin. The Contractor will take affirmative action to ensure that applicants are employed, and
	29

690 that employees are treated during employment, without regard to their race, color, religion, sex, 691 sexual orientation, gender identity, or national origin. Such action shall include, but not be 692 limited to, the following: employment, upgrading, demotion, or transfer; recruitment or 693 recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and 694 selection for training, including apprenticeship. The Contractor agrees to post in conspicuous 695 places, available to employees and applicants for employment, notices to be provided by the 696 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.

The Contractor will not discharge or in any other manner discriminate 701 (c) 702 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 703 employee or applicant. This provision shall not apply to instances in which an employee who 704 has access to the compensation information of other employees or applicants as part of such 705 employee's essential job functions discloses the compensation of such other employees or 706 applicants to individuals who do not otherwise have access to such information, unless such 707 disclosure is in response to a formal complaint or charge, in furtherance of an investigation, 708 proceeding, hearing, or action, including an investigation conducted by the employer, or is 709 consistent with the Contractor's legal duty to furnish information. 710

(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.

717 (e) The Contractor will comply with all provisions of Executive Order No.
718 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary
719 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 its 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 September 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.

The Contractor will include the provisions of paragraphs (a) through (g) in 732 (h) 733 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 734 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 735 Contractor will take such action with respect to any subcontract or purchase order as may be 736 directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions 737 738 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 739 740 Contractor may request the United States to enter into such litigation to protect the interests of the United States. 741

742

GENERAL OBLIGATION - BENEFITS CONDITIONED UPON PAYMENT

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

(b) The payment of charges becoming due pursuant to this Contract is a
condition precedent to receiving benefits under this Contract. The United States shall not make
water available to the Contractor through Project facilities during any period in which the
Contractor is in arrears in the advance payment of water rates due the United States. The
Contractor shall not deliver water under the terms and conditions of this Contract for lands or
parties that are in arrears in the advance payment of water rates as levied or established by the
Contractor.

754

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

21. 755 (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 756 (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 757 758 III; 42 U.S.C. 6101, 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 759 760 applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation. 761

(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.

769 The Contractor makes this Contract in consideration of and for the (c) 770 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 771 772 Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes 773 774 and agrees that such Federal assistance will be extended in reliance on the representations and 775 agreements made in this Article and that the United States reserves the right to seek judicial 776 enforcement thereof. 777 (d) Complaints of discrimination against the Contractor shall be investigated 778 by the Contracting Officer's Office of Civil Rights. PRIVACY ACT COMPLIANCE 779 The Contractor shall comply with the Privacy Act of 1974 (Privacy Act) 780 22. (a) 781 (5 U.S.C. § 552a) and the Department of the Interior rules and regulations under the Privacy Act (43 C.F.R. § 2.45, et seq.) in maintaining Landholder certification and reporting records required 782 to be submitted to the Contractor for compliance with Sections 206, 224(c), and 228 of the 783 Reclamation Reform Act of 1982 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to 43 784 C.F.R. § 426.18. 785 With respect to the application and administration of the criminal penalty 786 (b) provisions of the Privacy Act (5 U.S.C. § 552a(i)), the Contractor and the Contractor's 787 788 employees who are responsible for maintaining the certification and reporting records referenced in paragraph (a) above are considered to be employees of the Department of the Interior. See 5 789 790 U.S.C. § 552a(m). The Contracting Officer or a designated representative shall provide the 791 (c) Contractor with current copies of the Department of the Interior Privacy Act regulations and the 792 Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Interior/WBR-793 794 31, Acreage Limitation) which govern the maintenance, safeguarding, and disclosure of 795 information contained in the Landholders' certification and reporting records. 796 (d) The Contracting Officer shall designate a full-time employee of the 797 Bureau of Reclamation to be the System Manager responsible for making decisions on denials pursuant to 43 C.F.R. §§ 2.61 and 2.64 and amendment requests pursuant to 43 C.F.R. § 2.72. 798 799 The Contractor is authorized to grant requests by individuals for access to their own records. The Contractor shall forward promptly to the System Manager each 800 (e) proposed denial of access under 43 C.F.R. § 2.64 and each request for amendment of records 801 filed under 43 C.F.R. § 2.71; notify the requester accordingly of such referral; and provide the 802 System Manager with information and records necessary to prepare an appropriate response to 803 the requester. These requirements do not apply to individuals seeking access to their own 804 certification and reporting forms filed with the Contractor pursuant to 43 C.F.R. § 426.18 unless 805 806 the requester elects to cite the Privacy Act as an authority for the request.

807	(f) Upon complete payment of the Repayment Obligation by the Contractor,
808	this Article 22 will no longer be applicable.
809	CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS
810	23. In addition to all other payments to be made by the Contractor pursuant to this
811	Contract, the Contractor shall pay to the United States, within sixty (60) days after receipt of a
812	bill and detailed statement submitted by the Contracting Officer to the Contractor for such
813	specific items of direct cost incurred by the United States for work requested by the Contractor
814	associated with this Contract plus a percentage of such direct costs for administrative and general
815	overhead in accordance with applicable Bureau of Reclamation policy and procedures. All such
816	amounts referred to in this Article shall not exceed the amount agreed to in writing in advance by
817	the Contractor. This Article shall not apply to costs for routine contract administration.
818	WATER CONSERVATION
819	24. (a) Prior to the delivery of water provided from or conveyed through
820	Federally constructed or Federally financed facilities pursuant to this Contract, the Contractor
821	shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation
822	Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).
823	Additionally, an effective water conservation and efficiency program shall be based on the
824	Contractor's water conservation plan that has been determined by the Contracting Officer to meet
825	the conservation and efficiency criteria for evaluating water conservation plans established under
826	Federal law. The water conservation and efficiency program shall contain definite water
827	concernation objectives, componentiate accurationly family suctor concernation measures, and
027	conservation objectives, appropriate economically feasible water conservation measures, and
828	time schedules for meeting those objectives.
828	time schedules for meeting those objectives.

832 Pacific Region's then-existing conservation and efficiency criteria for such M&I Water unless 833 any such practice is determined by the Contracting Officer to be inappropriate for the Contractor. 834 As part of the water conservation program, the Contractor shall develop (c) and be implementing a tiered block water pricing program that promotes conservation and the 835 efficient management of Project Water within eighteen (18) months of the effective date of this 836 837 Contract. Such pricing program for Project Water shall take into account all relevant 838 circumstances, including without limitation, water shortages imposed under this Contract and the 839 availability and cost of the Contractor's and individual water user's non-Project alternative 840 sources of supply, including groundwater and other non-Project water supplies, so that the Contractor's pricing structure provides incentives for conservation and the efficient management 841 of overall water supply available to water users served by the Contractor. Provided, That no 842 843 such tiered block water pricing program need be implemented by the Contractor if the 844 Contracting Officer determines, based on information provided by the Contractor, that (i) such a pricing structure will not result in significant conservation of water available for use within the 845 Contractor's Boundaries, including groundwater or (ii) other pricing program, conservation, or 846 847 management measures are more appropriate and/or will result in comparable or better conservation of the water supplies available within the Contractor's Boundaries. Provided. 848 849 further, That if the Contractor fails to, or elects not to, comply with this subdivision of this 850 Article 24, then any subsequent Contract shall contain a tiered pricing contractual provision 851 pursuant to subsection (d) of Section 3405 of the CVPIA. 852 The Contractor shall submit to the Contracting Officer by December 31, of (d) 853 each Calendar Year, an annual report on the status of its implementation of the water

854 conservation program.
Contract No. 7-07-20-W0055-XXX

 $\hat{\gamma} \in \hat{\mathcal{A}}$

855	(e) At five (5)-year intervals, the Contractor shall revise its water	
856	conservation plan to reflect the then-existing conservation and efficiency criteria for evaluating	
857	water conservation plans established under Federal law and submit such revised water	
858	management plan to the Contracting Officer for review and evaluation. The Contracting Officer	
859	will then determine if the water conservation plan meets the Bureau of Reclamation's then-	
860	existing conservation and efficiency criteria for evaluating water conservation plans established	
861	under Federal law.	
862	(d) Upon complete payment of the Repayment Obligation by the Contractor,	
863	and notwithstanding any Additional Capital Obligation that may later be established, subsection	
864	(b) of this Article 24 of this Contract shall no longer be applicable.	
865	EXISTING OR ACQUIRED WATER OR WATER RIGHTS	
866	25. Except as specifically provided in Article 16 of this Contract, the provisions of	
867	this Contract shall not be applicable to or affect water or water rights now owned or hereafter	
868	acquired by the Contractor or any user of such water within the Contractor's Boundaries from	
869	other than the United States by the Contractor. Any such water shall not be considered Project	
870	Water under this Contract. In addition, this Contract shall not be construed as limiting or	
871	curtailing any rights which the Contractor or any water user within the Contractor's Boundaries	
872	acquires or has available under any other contract pursuant to the Federal Reclamation law.	
873	OPERATION AND MAINTENANCE BY THE OPERATING NON-FEDERAL ENTITY	
874	26. (a) The responsibility for performing and, in some cases, funding the O&M of	
875	all or any portion of the Delta Division facilities may be transferred to an Operating Non-Federal	
876	Entity by one or more separate agreements between the United States and the Operating Non-	
877	Federal Entity. Any such agreement(s) shall require the Operating Non-Federal Entity to	

perform the O&M in compliance with the provisions of this Contract and shall not interfere with 878 879 the rights and obligations of the Contractor and the United States under this Contract. 880 (b) The Contracting Officer has previously notified the Contractor in writing 881 that the Operation and Maintenance of a portion of the Project facilities which serve the 882 Contractor has been transferred to the Operating Non-Federal Entity, and therefore, the Contractor shall pay directly to the Operating Non-Federal Entity, or to any successor approved 883 884 by the Contracting Officer under the terms and conditions of the separate agreement between the 885 United States and the Operating Non-Federal Entity described in subdivision (a) of this Article, 886 all rates, charges, or assessments of any kind, including any assessment for reserve funds, which 887 the Operating Non-Federal Entity or such successor determines, sets, or establishes for the 888 Operation and Maintenance of the portion of the Project facilities operated and maintained by the 889 Operating Non-Federal Entity or such successor. Such direct payments to Operating Non-890 Federal Entity or such successor shall not relieve the Contractor of its obligation to pay directly 891 to the United States the Contractor's share of the Project Rates, Charges, and Tiered Pricing 892 Component except to the extent the Operating Non-Federal Entity collects payments on behalf of 893 the United States in accordance with the separate agreement identified in subdivision (a) of this Article. 894

(c) In the event the Operation and Maintenance of the Project facilities
operated and maintained by the Operating Non-Federal Entity 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 "A" which shall include the portion of
the Rates to be paid by the Contractor for Project Water under this Contract representing the
Operation and Maintenance costs of the portion of such Project facilities which have been re-

Contract No. 7-07-20-W0055-XXX

assumed. The Contractor shall, thereafter, in the absence of written notification from the 901

902 Contracting Officer to the contrary, pay the Rates, Charges, and Tiered Pricing Component

specified in the revised Exhibit "A" directly to the United States in compliance with Article 7 of 903

this Contract. 904

905

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

27. 906 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 907 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any 908 obligations under this Contract. No liability shall accrue to the United States in case funds are 909 not appropriated or allotted. 910

911

BOOKS, RECORDS, AND REPORTS

28. The Contractor shall establish and maintain accounts and other books and records 912 pertaining to administration of the terms and conditions of this Contract, including the 913 914 Contractor's financial transactions; water supply data; project operations, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop 915 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting 916 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on 917 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws 918 919 and regulations, each party to this Contract shall have the right during office hours to examine 920 and make copies of the other party's books and records relating to matters covered by this 921 Contract.

922

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

923 29. (a) The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest 924 therein by either party shall be valid until approved in writing by the other party. 925

926

(b) The assignment of any right or interest in this Contract by either party

shall not interfere with the rights or obligations of the other party to this Contract absent the 927

written concurrence of said other party. 928

929

30. In the event that a person or entity who is neither (i) a party to a Project Contract, 930

SEVERABILITY

nor (ii) a person or entity that receives Project Water from a party to a Project Contract, nor (iii) 931

932	an association or other form of organization whose primary function is to represent parties to	
933	Project Contracts, brings an action in a court of competent jurisdiction challenging the legality or	
934	enforceability of a provision included in this Contract and said person, entity, association, or	
935	organization obtains a final court decision holding that such provision is legally invalid or	
936	unenforceable and the Contractor has not intervened in that lawsuit in support of the plaintiff(s),	
937	the parties to this Contract shall use their best efforts to (i) within thirty (30) days of the date of	
938	such final court decision identify by mutual agreement the provisions in this Contract which	
939	must be revised, and (ii) within three (3) months thereafter promptly agree on the appropriate	
940	revision(s). The time periods specified above may be extended by mutual agreement of the	
941	parties. Pending the completion of the actions designated above, to the extent it can do so	
942	without violating any applicable provisions of law, the United States shall continue to make the	
943	quantities of Project Water specified in this Contract available to the Contractor pursuant to the	
944	provisions of this Contract which were not found to be legally invalid or unenforceable in the	
945	final court decision.	
946	OFFICIALS NOT TO BENEFIT	
947 948	31. 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	

949

CHANGES IN CONTRACTOR'S ORGANIZATION AND/OR SERVICE AREA

same manner as other water users or landowners.

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

956	RECLAMATION REFORM ACT OF 1982
957	33. (a) Upon a Contractor's compliance with and discharge of the Repayment
958	Obligation pursuant to this Contract, subsections (a) and (b) of Section 213 of the Reclamation
959	Reform Act of 1982 (96 Stat. 1269) shall apply to affected lands.
960	(b) The obligation of a Contractor to pay the Additional Capital Obligation
961	shall not affect the Contractor's status as having repaid all of the construction costs assignable to
962	the Contractor or the applicability of subsections (a) and (b) of section 213 of the Reclamation
963	Reform Act of 1982 (96 Stat. 1269) once the Repayment Obligation is paid.
964	CERTIFICATION OF NONSEGREGATED FACILITIES
965	34. The Contractor hereby certifies that it does not maintain or provide for its
966	employees any segregated facilities at any of its establishments and that it does not permit its
967	employees to perform their services at any location under its control where segregated facilities
968	are maintained. It certifies further that it will not maintain or provide for its employees any
969	segregated facilities at any of its establishments and that it will not permit its employees to
970	perform their services at any location under its control where segregated facilities are
971	maintained. The Contractor agrees that a breach of this certification is a violation of the Equal
972	Employment Opportunity clause in this Contract. As used in this certification, the term
973	"segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,
974	restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,
975	parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
976	facilities provided for employees which are segregated by explicit directive or are in fact
977	segregated on the basis of race, creed, color, or national origin, because of habit, local custom,
978	disability, or otherwise. The Contractor further agrees that (except where it has obtained
979	identical certifications from proposed subcontractors for specific time periods) it will obtain
980	identical certifications from proposed subcontractors prior to the award of subcontracts
981	exceeding \$10,000 which are not exempt from the provisions of the Equal Employment
982	Opportunity clause; that it will retain such certifications in its files; and that it will forward the
983	following notice to such proposed subcontractors (except where the proposed subcontractors
984	have submitted identical certifications for specific time periods):
985	NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
986	CERTIFICATIONS OF NONSEGREGATED FACILITIES
987	A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract
988	exceeding \$10,000 which is not exempt from the provisions of the Equal Employment
989	Opportunity clause. The certification may be submitted either for each subcontract or for all
000	subcontracts during a period (i.e. quarterly semiannually or annually) Note: The penalty for

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.

992 MEDIUM FOR TRANSMITTING PAYMENT

35. (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.

997 (b) Upon execution of this Contract, the Contractor shall furnish the
998 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose
999 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising
1000 out of the Contractor's relationship with the United States.

1001

NOTICES

1002 36. Any notice, demand, or request authorized or required by this Contract shall be 1003 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or 1004 delivered to the Area Manager, South-Central California Area Office, 1243 N Street, Fresno, California 93721, Bureau of Reclamation, and on behalf of the United States, when mailed, 1005 postage prepaid, or delivered to the Board of Directors of the Westlands Water District 1006 Distribution District No. 1, P.O. Box 6056, Fresno, California 93703-6056. The designation of 1007 the addressee or the address may be changed by notice given in the same manner as provided in 1008 this Article for other notices. 1009

1010 CONTRACT DRAFTING CONSIDERATIONS

1011 37. This amended Contract has been negotiated and reviewed by the parties hereto, 1012 each of whom is sophisticated in the matters to which this amended Contract pertains. The 1013 double-spaced Articles of this amended Contract have been drafted, negotiated, and reviewed by 1014 the parties, and no one party shall be considered to have drafted the stated Articles. Single-1015 spaced Articles are standard Articles pursuant to Bureau of Reclamation policy.

1016 CONFIRMATION OF CONTRACT

38. Promptly after the execution of this amended 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 amended Contract. This amended Contract shall not
 be binding on the United States until the Contractor secures a final decree.

1022	IN WITNESS WHEREOI	F, the parties hereto have executed this Contract as of the day	
1023	and year first above written.		
1024		UNITED STATES OF AMERICA	
			Ĩ
1025		By:	
1026		Regional Director	
1027		Mid-Pacific Region	
1028		Bureau of Reclamation	
and a			

		Colora Ford Secondary and a second
1029 1030		WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1
1031	(SEAL)	
1032		By:
1033		President of the Board of Directors
1034	Attest:	
1035	By:	

1036 Secretary of the Board of Directors

Irrigation and M&I Contract No. 7-07-20-W0055-XXX (Centinella Assignment)

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

<u>CONTRACT BETWEEN THE UNITED STATES</u> <u>AND</u> <u>WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1</u> <u>PROVIDING FOR PROJECT WATER SERVICE</u> <u>AND FACILITIES REPAYMENT</u>

Exhibits

Exhibit A - Rates and Charges

This Exhibit template is unchanged from current Contract and is updated annually. Rate Schedules may be found at: https://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html

Exhibit B - Points of Diversion

This Exhibit has been updated to reflect Westlands Water District's points of diviserion.

Exhibit C - Repayment Obligation

This Exhibit template was developed during the WIIN Act Negotiations. Relevant data will be incorporated upon contract execution.

EXHIBIT A WESTLANDS WATER DISTRICT (ASSIGNMENT OF CENTINELLA WATER DISTRICT) 2019 Rates and Charges (Per Acre-Foot)

	Irrigation	M&I 3
	Water	Water
	SLC	SLC
COST-OF-SERVICE (COS) RATE		
Construction Costs	\$68.25	
DMC Aqueduct Intertie	\$1.11	
O&M Components		
Water Marketing	\$7.07	
Storage	\$14.52	
Credit for other PUE Remittance ¹	(\$9.74)	
Direct Pumping		
American Recovery and Reinvestment Act (ARRA)	\$0.00	
TOTAL COS RATE	\$81.21	
Project Use Energy Payment ²		
Direct Pumping	\$12.63	
Other PUE Remittance	\$9.74	
IRRIGATION FULL-COST RATE	1	
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	\$117.71	
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	\$151.30	
CHARGES AND ASSESSMENTS (Payments in addition to Rates)		
P.L. 102-575 Surcharge (Restoration Fund Payment) [Section 3407(d)(2)(A)]	\$10.63	
P.L. 106-377 Assessment (Trinity Public Utilities District) [Appendix B, Section 203]	\$0.30	

EXPLANATORY NOTES

- 1 Project Use Energy payment is being remitted to Western Area Power Authority for storage and direct pumping based on the deliveries of a select few contractors. The rates for the select few contractors are reduced as a credit in the O&M rates. All Contractors will ultimately pay for the storage and direct pumping service but as an offset to the amount paid by the select few.
- 2 Project Use Energy payment is in addition to the Contract Rate and Full-Cost Water Rates. Refer to the water rate books for more information.
- 3 The Contractor has not projected any delivery of M&I Water for the 2019 contract year. A temporary M&I Rate will be applied upon any M&I water delivery.

The CVP M&I Water Shortage Policy per EIS/EIR dated August 2015 and Record of Decision dated November 2015 defines the M&I Historic Use as the average quantity of CVP water put to beneficial use during the last three years of water deliveries, unconstrained (100% allocation) by the availability of CVP water for South of the Delta. Contractor's last three years in acre feet (AF) are: 2006 = 0 AF; 2011 = 0 AF; 2017 = 0 AF; equals a M&I Historic use average quantity of 0 AF.

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

Exhibit B

Points of Diversion on the San Luis Canal:

MP-104.18 Lat.1R, MP-105.2L, MP-105.22 Lat.1L, MP-105.23 Lat.2R, MP-106.35 Lat.2L, MP-108.39 Lat.3L, MP-108.46 Lat.3R, MP-110.52 Lat. 4L, MP-111.93 Lat.5L, MP-113 Lat.6L, MP-113.77 Lat.4R, MP-114R, MP-114.64R, MP-114.90 Lat.5R, MP-114.92R, MP-116.02R, MP-116.32R, MP-116.91R, MP-117.51 Lat.8L, MP-117.51R, MP-118.44 Lat.7R, MP-118.46R, MP-119.56R A&B, MP-119.63 Lat.8R, MP-119.63R ABC, MP-120.77 Lat.9L, MP-120.86R, MP-120.87R A&B, MP-121.92 Lat.10L, MP-122.02R, MP-122.05R, MP-122.59R, MP-123.89R, MP-124.16R, MP-124.18 Lat.11L, MP-124.19R, MP-125.36R, MP-126.65 Lat.12L, MP-128.49R, MP-128.57 Lat.11R, MP-128.78R, MP-129.88 Lat.13L, MP-130.85 Lat.14L, MP-131.70 Lat.15L, MP-132.74 Lat.12R, MP-132.81 Lat.16L, MP-133.81 Lat.17L, MP-133.81 Lat.13R, MP-134.94 Lat.18L, MP-135.96 Lat.14R, MP-136.05 Lat.19L, MP-137.00 Lat.15R, MP-137.11 Lat.20L, MP-138.14 Lat.16R, MP-138.29 Lat.21L, MP-139.27 Lat.17R, MP-139.39 Lat.22L, MP-140.48 Lat.18R, MP-140.57 Lat.23L, MP-141.29R, MP-141.53 Lat.19R, MP-141.60 Lat.24L, MP-142.57R, MP-142.60R A&B, MP-143.16, MP-145.26 Lat.25L, MP-145.32 Lat.20R, MP-147.02 Lat.26L, MP-147.75R, MP-147.77R, MP-149.12 Lat.27L, MP-149.55 Lat.21R, MP-149.59R, MP-150.48R, MP-150.88 Lat.28L, MP-151.19 Lat.22R, MP-152.35 Lat.29L, MP-154.11 Lat.30L, MP-156.34 Lat.23R, MP-156.40 Lat.31L, MP-158.47 Lat.32L, MP-158.47 Lat.24R, MP-160.45 Lat.33L, MP-160.45 Lat.25R, MP-161.60 Lat.34L, MP-161.60 Lat.26R, MP-162.63 Lat.35L, MP-163.59L, MP-163.69 Lat.36L, MP-163.69 Lat.27R, MP-164.79 Lat.28R, MP-167.04 Lat.37L, MP-167.84 Lat.29R, MP-169.30 Lat.38L, MP-171.51 Lat.30R

Exhibit C Template

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

Contractor:		Con	tractor A										
Facility:		San	Luis Cana	m	his does not in	clude	Delta-Men	idoti	a Pool or Canal)				
			tract Num	iber	#:								
Irrigation	Construction	Cost	(2018 or 2	019	Irrigation Rate	ebool	k, Schedule	A-2	Ba and A-2Bc)	٦.			
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	201					U	Inpaid Cost		Discount	1			
Construction Co	ost (Excludes In	stertie)	=			5	2,000,000	\$	1,860,792				
Intertie Constru	ection Cost:					5	50,000	5	36,962				
Fotal						\$	2,050,000	\$	1,897,754	1			
f Paid in Install	ments (1/2 of 2		(TM										
	Due									L			
Payment 1	1-Jan-20							5	492,663				
ayment 2	1-Jan-21							\$	492,663				
ayment 3	1-Jan-22							\$	492,663	1			
Payment 4	1-lan-23							5	492,663				
fotal Installmen	nt Payments							\$	1,970,653	1			
Den Chill Date									3 0104				
20 yr CMT Rate									3.050%				
·			×		4011(a)(2)(A) & Ratebook, Sch	eduk		1	1.525%				
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** Water Rate Charges and payments are a requirement under the existing and amendatory contract. If at a later date charges are updated based on Regional and Area Office reviews, any unpaid charges are still due.

\$

5

\$

5

39,130 \$

38,043 \$

36,957 \$

35,870 \$

1,087 5

1,087 5

1,067 5

35,870 5

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938

924

23,815

36,962

13,038

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134,769

132,745

130,751

1,860,792

139,208

2028 \$

2029 \$

2030 5

Total, Lump Sum Payment

Amount of Reduction, Lump Sum

2031-63

461,538 \$

153,846 \$

153,846 \$

153,846 5

\$

\$

307,692 \$ 153,846 \$

135,721

133,683

131,675

1,897,754

152,246

23,815

EXHIBIT C

RESOLUTION NO. 103-20

WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1

A RESOLUTION OF THE BOARD OF DIRECTORS:

AUTHORIZING THE FILING OF NOTICES OF STATUTORY EXEMPTION AND CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR APPROVAL OF AND AUTHORIZATION TO EXECUTE THE CONTRACT BETWEEN THE UNITED STATES AND WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1 PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT,

AUTHORIZING APPROVAL, EXECUTION, AND DELIVERY OF THE CONTRACT BETWEEN THE UNITED STATES AND WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1 PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT, AND

AUTHORIZING ACTIONS IN FURTHERANCE THEREOF

WHEREAS, Widren Water District (Widren) entered into a contract for water service with the United States on June 21,1967, Contract No. 14-06-200-8018 (the "Original Contract"), which provided for the delivery of up to 2,990 acre feet of water diverted through Central Valley Project facilities. Upon expiration of the Original Contract, Widren entered into successive interim renewal contracts with the United States of America providing for water service, including Contract No. 14-06-200-8018-IR8 ending on February 28, 2006; and

WHEREAS, on May 27, 2005, Westlands Water District Distribution District No.1 (District) and the United States through the Bureau of Reclamation entered into an agreement for assignment (Assignment Contract 14-06-200-8018-IR8-B) of Widren's water service contract. Under this Assignment Contract, Widren assigned its right, title and interest to 2,990 acre-feet of its water service contract to the District; and

WHEREAS, the District has entered into successive interim renewal contracts with the United States of America providing for water service, including the most recent Contract No. 14-06-200-8018-IR16-B (Existing Interim Renewal Contract) ending on February 29, 2020; and

WHEREAS, the United States has tendered a form of an interim renewal contract to the District, Renewal Contract No. 14-06-200-8018-IR17-B, (Interim Renewal Contract) which provides for the delivery of water diverted through Central Valley Project facilities under terms that are substantially the same as the Existing Interim Renewal Contract, which if executed, would remain in effect through February 28, 2022; and

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

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

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

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

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

WHEREAS, on or about April 23, 2018, pursuant to WIIN Act, 4011(a)(1), the District requested that United States Bureau of Reclamation initiate the process to convert its water service contract to a repayment contract.

WHEREAS, pursuant to and consistent with the WIIN Act, the United States and the District negotiated terms and conditions that convert the Existing Interim Renewal Contract to a repayment contract, and those terms and conditions are reflected in the attached Converted Contract between the United States and Westlands Water District Distribution District No. 1 providing for Project Water Service and Facilities Repayment, which is incorporated herein by this reference (Converted Contract); and

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

WHEREAS, the Converted Contract continues water service to the District within established parameters, in the same scope and nature of the ongoing Central Valley Project and its existing facilities; and

WHEREAS, the United States has determined that the District has fulfilled all of its obligations under the Existing Interim Renewal Contract; and

WHEREAS, the District has demonstrated to the satisfaction of the Contracting Officer that the District has utilized the Project Water supplies available to it for reasonable and beneficial use and expects to utilize fully for reasonable and beneficial use the quantity of Project Water to be made available to it pursuant to the Converted Contract; and

WHEREAS, water obtained from the Project has been relied upon by urban and agricultural areas within California for more than 50 years, and is considered by the District as an essential portion of its water supply; and

WHEREAS, the economies of regions within the Project, including the District's, depend upon the continued availability of water, including water service from the Project; and

WHEREAS, it is imperative to the District and its landowners that the District continue water service to lands within the District for beneficial use, and the District therefore proposes to enter into the Converted Contract; and

WHEREAS, under the Converted Contract, ongoing receipt and delivery of water will continue with no expansion of service and no new facilities constructed because the District will deliver the water received under the Converted Contract: (1) to lands within the District's boundaries for beneficial use and that have been in production, and (2) through existing facilities; and

WHEREAS, the District has reviewed the terms and conditions of the Converted Contract and finds the form and content thereof to be acceptable to the District and appropriate for execution; and

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

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED as follows:

1. The facts set forth in the recitals above and in the documents referenced therein are Irue and correct, and the Board so finds and determines. The Converted Contract will not create any effects specified in Title 14 of the California Code of Regulations, Section 15300.2.

3. Executing the Converted Contract is statutorily exempt from compliance with the California Environmental Quality Act as provided in the California Public Resources Code and implemented through Title 14 of the California Code of Regulations, Sections 15260 through 15285, with particular reference to Section 15261, because it is merely a continuation of a project approved, funded and fully operated prior to November 23, 1970, and no modification or alteration in the Central Valley Project or the amount of water delivered is proposed.

4. Execution of the Converted Contract is exempt from the California Environmental Quality Act based on its record of proceedings showing that the Converted Contract continues water service to the District within established parameters, in the same scope and nature of the ongoing Central Valley Project and its existing facilities; it involves no increase in existing service; and no new construction, expansion, or any modification to the existing distribution system; nor any change in the source of water to be delivered, or the uses to which such supplies will be put.

5. Execution of the Converted Contract is categorically exempt from compliance with the California Environmental Quality Act as provided in Title 14 of the California Code of Regulations, Section 15300 through 15333, with particular reference to Section 15301, because it merely provides for continued operation of existing facilities.

6. The District shall prepare and file a Notice of Exemption with the Clerks of Fresno and Kings Counties and the Office of Planning and Research (State Clearinghouse) as provided for in Title 14 of the California Code of Regulations, Section 15062(b), in substantially the forms attached hereto as Exhibit A.

The Converted Contract in substantially the form presented to the Board and on file with the Secretary is hereby approved.

8. The President of the District is hereby authorized to execute and deliver the Converted Contract in substantially the form attached hereto, with such additional changes and/or modifications as are approved by the President of the District, its General Manager, and its General Counsel.

9. The District's officers, staff, and consultants are authorized and directed to take all additional actions they deem necessary or appropriate in order to carry out the intent of this resolution.

10. A certified copy of this resolution shall be prepared and transmitted by the District's Secretary to the United States Bureau of Reclamation.

Adopted at a regular meeting of the Board of Directors, at Fresno, California, this 21st day of January, 2020.

AYES: Directors Anderson, Bourdeau, Coelho, Errotabere, Enos, Ferguson, Neves, Nunn and Peracchi

NOES: None

ABSENT: None

Bobbie Ormonde, District Secretary

Notice of Exemption

To: Office of Planning and Research P.O. Box 3044, Room 113	From: (Public Agency): Westlands Water District P.O. Box 6056
Sacramento, CA 95812-3044	Fresno, CA 93703-6056
County Clerk County of: Fresno	(Address)
2221 Kem Street	(contract)
Fresno, CA 93721	
Project Title: Westlands Water District Distribution District No. 1 C	entral Valley Project Water Repayment Contract #14-06-200-8018-XXX (Widren Assignment Conversion to Repayment
Project Applicant: Westlands Water Dist	rict - Distribution District No. 1
Project Location - Specific:	
Within the boundaries of the West	lands Water District
Project Location - City: Not Applicable	Project Location - County: Fresno and Kings
Description of Nature, Purpose and Benefic	iaries of Project:
existing water service contract to a repayment contract that provide for the purpose of continuing delivery of Central Valley Project water	dren Assignment), which would convert Westlands Water District Distribution District No. 1's (District) as the terms and conditions for water service with the United States Bureau of Reclamation (USBR) ar within established parameters to lands within the District's existing service area boundary. The er users. The USBR is a party to the bilateral agreement and as such is a recipient of the District's is entirely administrative in scope.
Name of Public Agency Approving Project:	Westlands Water District - Distribution District No. 1
Name of Person or Agency Carrying Out Pro	oject: Westlands Water District - Distribution District No. 1
Exempt Status: (check one):	
Ministerial (Sec. 21080(b)(1); 15268	8);
Declared Emergency (Sec. 21080(b))	b)(3); 15269(a));
Emergency Project (Sec. 21080(b)((4); 15269(b)(c));
Categorical Exemption. State type a	and section number: CEQA Guidelines, §15301
Statutory Exemptions. State code n	number: CEQA Guidelines, §15261
Reasons why project is exempt:	
The project is statutorily exempt from compliance with the California	a Environmental Quality Act as provided in Title 14 of the California Code of Regulations, Section inded and fully operated prior to November 23, 1970 and no modification or alteration in the Central
	he operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public ical features, involving negligible or no expansion of existing or former use. The Project is wholly ration, or expansion of an existing use.
Lead Agency Contact Person: Jose Gutierrez	Area Code/Telephone/Extension: (559) 241-6215
If filed by applicant: 1. Attach certified document of exemption 2. Has a Notice of Exemption been filed	on finding. by the public agency approving the project? Yes No
	Date: January 22, 2020 Title: Chief Operating Officer
Signature:	Date: Time: Time:
Signed by Lead Agency Signed Signed Signed Signed Signed Agency	ned by Applicant
uthority cited: Sections 21083 and 21110, Public Res	
uthority cited: Sections 21083 and 21110, Public Res elerence: Sections 21108, 21152, and 21152.1, Publ	

Revised 2011

Print Form

Appendix E

From: (Public Agency): Westlands Water District P.O. Box 6056

NOTICE OF EXEMPTION

To:	x	Office of Planning and Research/State Clearinghouse P.O. Box 3044, 1400 Tenth Street, Room 222 Sacramento, CA 95812-3044
	a	County Clerk/County Recorder County of Fresno 2220 Tulare Street Fresno, CA 93721
	x	County Clerk/County Recorder County of Kings County Government Center 1400 West Lacey Boulevard Hanford, CA 93230
From:	x	Westlands Water District

- From: X Westlands Water District P.O. Box 6056 Fresno, CA 93703
- Project Title: Westlands Water District Distribution District No. 1 Central Valley Project Water Repayment Contract #14-06-200-8018-XXX (Widren Assignment Conversion to Repayment).

Project Applicant: Westlands Water District - Distribution District No. 1

Project Location - Specific: Within the boundaries of the Westlands Water District.

Project Location – City: Not Applicable Project Location – County: Fresno and Kings.

Description of Nature, Purpose and Beneficiaries of Project:

The project is the execution of Contract #14-06-200-8018-XXX (Widren Assignment), which would convert Westlands Water District Distribution District No. 1's (District) existing water service contract to a repayment contract that provides the terms and conditions for water service with the United States Bureau of Reclamation (USBR) for the purpose of continuing delivery of Central Valley Project water within established parameters to lands within the District's existing service area boundary. The beneficiaries of the project are the District, its landowners, and water users. The USBR is a party to the bilateral agreement and as such is a recipient of the District's approval (Pub. Resources Code, §§21065, 21167.6.5). The project is entirely administrative in scope.

Name of Public Agency Approving Project: Westlands Water District - Distribution District No. 1

Name of Person or Agency Carrying Out Project: Westlands Water District - Distribution District No. 1

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- X Categorical Exemption. State type and section number: CEQA Guidelines, §15301
- X Statutory Exemptions. State code number: CEQA Guidelines, §15261

Reasons why project is exempt:

The project is statutorily exempt from compliance with the California Environmental Quality Act as provided in Title 14 of the California Code of Regulations, Section 15261, because it is merely a continuation of a project approved, funded and fully operated prior to November 23, 1970 and no modification or alteration in the Central Valley Project or the amount of water delivered is proposed.

The project is also exempt under 14 CCR 15301 as it provides for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The Project is wholly administrative in scope as the project involves no construction, alteration, or expansion of an existing use.

Lead Agency

Contact Person: Jose Gutierrez

Area Code/Telephone/Extension: (559) 241-6215

If filed by applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a Notice of Exemption been filed by the public agency approving the project? X YESUNO

Signature: Date: J

Date: January 22, 2020 Title: Chief Operating Officer

X Signed by Lead Agency X Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Reference: Sections 21108, 21152, and 21152.1, Public Resources Code. Date Received for filing at OPR:____

Revised 2011

Irrigation and M&I Contract No. 14-06-200-8018-XXX (Widren Assignment)

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

CONTRACT BETWEEN THE UNITED STATES

AND

WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1 PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT

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Contract No. 14-06-200-8018-XXX

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

<u>CONTRACT BETWEEN THE UNITED STATES</u> <u>AND</u> <u>WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1</u> <u>PROVIDING FOR PROJECT WATER SERVICE</u> <u>AND FACILITIES REPAYMENT</u>

THIS CONTRACT, made this _____ day of 20 , in pursuance generally of 1 2 the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary thereto, including, but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and 3 4 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70 5 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050), as amended Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), as 6 amended, and the Water Infrastructure Improvements for the Nation Act (Public Law 114-322, 7 130 Stat. 1628), Section 4011 (a-d) and (f) ("WIIN Act"), all collectively hereinafter referred to 8 9 as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter 10 referred to as the United States, and WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1, hereinafter referred to as the Contractor, a public agency of the State of 11 California, duly organized, existing, and acting pursuant to the laws thereof; 12 WITNESSETH, That: 13

- 11	a

EXPLANATORY RECITALS

15	[1 st] WHEREAS, the United States has constructed and is operating the Central Valley
16	Project, California, for diversion, storage, carriage, distribution, and beneficial use, for flood
17	control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and
18	restoration, generation and distribution of electric energy, salinity control, navigation, and other
19	beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and
20	the San Joaquin River and their tributaries; and
21	[2 nd] WHEREAS, the United States constructed the Delta-Mendota Canal and related
22	facilities, hereinafter collectively referred to as the Delta Division facilities, which will be used
23	in part for the furnishing of water to the Contractor pursuant to the terms of this Contract; and
24	[3 rd] WHEREAS, the Widren Water District (District) and the United States entered
25	into Contract No. 14-06-200-8018, which provided the District, Central Valley Project water
26	from the Delta-Mendota Canal from September 28, 1959 to February 28, 1995; and
27	[4 th] WHEREAS, the United States and the District entered into Contract No. 14-06-
28	200-8018-IR1 and subsequent Interim Renewal Contracts 14-06-200-8018-IR2 through 14-06-
29	200-8018-IR8, which provided for the continued water service to the District from March 1,
30	1995, through February 28, 2006; and
31	[5 th] WHEREAS, the Contractor and the District executed an agreement on February
32	28, 2006, which assigned to the Contractor all right, title, and interest to Contract No. 14-06-200-
33	8018-IR8; and
34	[6 th] WHEREAS, the United States and the Contractor entered into Contract Number
35	14-06-200-8018-IR9 and subsequent Interim Renewal Contracts 14-06-200-8018-IR10 through
36	14-06-200-8018-IR16, the last of which is hereinafter referred to as the "Existing Contract",

37	which established terms for the delivery of Project Water to the Contractor from the Delta
38	Division, and which was in effect the date the WIIN Act was enacted; and
39	[7 th] WHEREAS, on December 16, 2016, the 114th Congress of the United States of
40	America enacted the WIIN Act; and
41	[8 th] WHEREAS, Section 4011(a)(1) provides that "upon request of the contractor, the
42	Secretary of the Interior shall convert any water service contract in effect on the date of
43	enactment of this subtitle and between the United States and a water users' association
44	[Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under
45	mutually agreeable terms and conditions."; and
46	[9 th] WHEREAS, Section 4011(a)(1) further provides that "the manner of conversion
47	under this paragraph shall be as follows: (A) Water service contracts that were entered into
48	under section (e) of the Act of August 4, 1939 (53 Stat. 1196), to be converted under this section
49	shall be converted to repayment contracts under section 9(d) of that Act (53 Stat. 1195)"; and
50	"(B) Water service contracts that were entered under subsection (c)(2) of section 9 of the Act of
51	August 4, 1939 (53 Stat. 1194), to be converted under this section shall be converted to a
52	contract under subsection (c)(1) of section 9 of that Act (53 Stat. 1195)."; and
53	[10 th] WHEREAS, Section 4011(a)(4)(C) further provides all contracts entered into
54	pursuant to Section 4011(a)(1), (2), and (3) shall "not modify other water service, repayment,
55	exchange, and transfer contractual rights between the water users' association [Contractor], and
56	the Bureau of Reclamation, or any rights, obligations, or relationships of the water users'
57	association [Contractor] and their landowners as provided under State law."; and
58	[11 th] WHEREAS, Section 4011(d)(3) and (4) of the WIIN Act provides that
59	"implementation of the provisions of this subtitle shall not alter(3) the priority of a water

60	service or repayment contractor to receive water; or (4) except as expressly provided in this
61	section, any obligations under the Federal Reclamation law, including the continuation of
62	Restoration Fund charges pursuant to section 3407(d) (Pub. L. 102-575), of the water service and
63	repayment contractors making prepayments pursuant to this section."; and
64	[12 th] WHEREAS, upon the request of the Contractor, the WIIN Act directs the
65	Secretary to convert irrigation water service contracts and Municipal and Industrial (M&I) water
66	service contracts into repayment contracts, amend existing repayment contracts, and allow
67	contractors to prepay their construction cost obligations pursuant to applicable Federal
68	Reclamation law; and
69	[13 th] WHEREAS, the United States has determined that the Contractor has to date
70	fulfilled all of its obligations under the Existing Contract; and
71	[14 th] WHEREAS, the Contacting Officer has determined that the Contractor has the
72	capability to fully utilize for reasonable and beneficial use, or shown projected future reasonable
73	and beneficial use for, the quantity of Project Water to be made available to it pursuant to this
74	Contract; and
75	[15 th] WHEREAS, the Contracting Officer and the Contractor agree that this Contract
76	complies with Section 4011 of the WIIN Act; and
77	[16 th] WHEREAS, the Contracting Officer and the Contractor agree to amend and
78	convert the Existing Contract pursuant to section 4011 of the WIIN Act and other Federal
79	Reclamation law on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein
contained, it is hereby mutually agreed by the parties hereto as follows:

82	DEFINITIONS
83	1. When used herein unless otherwise distinctly expressed, or manifestly
84	incompatible with the intent of the parties as expressed in this Contract, the term:
85	(a) "Additional Capital Obligation" shall mean construction costs or other
86	capitalized costs incurred after the effective date of Contract or not reflected in the Existing
87	Capital Obligation as defined herein and in accordance with Section 4011, subsection (a)(2)(B)
88	and (a)(3)(B) of the Water Infrastructure Improvements for the Nation Act (Pub. L. 114-322, 130
89	Stat. 1628) ("WIIN Act");
90	(b) "Calendar Year" shall mean the period January 1 through December 31,
91	both dates inclusive;
92	(c) "Charges" shall mean the payments required by Federal Reclamation law
93	in addition to the Rates and Tiered Pricing Component specified in this Contract as determined
94	annually by the Contracting Officer pursuant to this Contract;
95	(d) "Contractor's Boundaries" shall mean the area to which the Contractor is
96	permitted to provide Project Water under this Contract;
97	(e) "CVPIA" shall mean the Central Valley Project Improvement Act, Title
98	XXXIV of the Act of October 30, 1992 (106 Stat. 4706);
99	(f) "Delivered Water" or "Water Delivered" shall mean Project Water made
100	available to the Contractor and diverted at the point(s) of delivery approved by the Contracting
101	Officer;
102	(g) "Eligible Lands" shall mean all lands to which Irrigation Water may be
103	delivered in accordance with Section 204 of the Reclamation Reform Act of October 12, 1982
104	(96 Stat. 1263), as amended;

105	(h) "Excess Lands" shall mean all lands defined as excess in Section 204 of
106	the Reclamation Reform Act of 1982, other than those lands exempt from acreage limitation
107	under Federal Reclamation law;
108	(i) "Existing Capital Obligation" shall mean the remaining amount of
109	construction costs or other capitalized costs allocable to the Contractor as described in section
110	4011, subsections (a)(2)(A) and (a)(3)(A) of the WIIN Act, and as identified in the Central
111	Valley Project Irrigation Water Rates and/or Municipal and Industrial Water Rates, respectively,
112	dated Month/Day/Year [specify ratebook year for all contractors.] [contractor specific to address
113	the intertie], as adjusted to reflect payments not reflected in such schedule. The Contracting
114	Officer has computed the Existing Capital Obligation and such amount is set forth in Exhibit C,
115	which is incorporated herein by reference;
116	(j) "Full Cost Rate" shall mean that water rate described in Sections 205(a)(3)
117	or 202(3) of the Reclamation Reform Act of 1982, whichever is applicable;
118	(k) "Ineligible Lands" shall mean all lands to which Irrigation Water may not
119	be delivered in accordance with Section 204 of the Reclamation Reform Act of 1982;
120 121 122	 "Irrigation Water" shall mean the use of Project Water to irrigate lands primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto;
123	(m) "Landholder" shall mean an individual or entity attributed with the total
124	irrigable acreage of one or more tracts of land situated in one or more districts owned and/or
125	operated under a lease which is served with Irrigation Water pursuant to a contract with the
126	United States;
127 128 129 130	(n) "Municipal and Industrial (M&I) Water" shall mean the use of Project Water for municipal, industrial, and miscellaneous other purposes not falling under the definition of "Irrigation Water" or within another category of water use under an applicable Federal authority;

	131	(o) "Operation and Maintenance" or "O&M" shall mean normal and
	132	reasonable care, control, operation, repair, replacement and maintenance of Project facilities;
	133	(p) "Operating Non-Federal Entity" shall mean a Non-Federal entity which
	134	has the obligation to operate and maintain all or a portion of the Delta Division facilities pursuant
	135	to an agreement with the United States;
	136	(q) "Project" shall mean the Central Valley Project owned by the United
	137	States and operated by the Department of the Interior, Bureau of Reclamation;
	138	(r) "Project Contractors" shall mean all parties who have contracts for water
	139	service for Project Water from the Project with the United States pursuant to Federal
	140	Reclamation law;
	141	(s) "Project Water" shall mean all water that is developed, diverted, stored, or
	142	delivered by the United States in accordance with the statutes authorizing the Project and in
	143	accordance with the terms and conditions of applicable water rights permits and licenses
3	144	acquired by and/or issued to the United States pursuant to California law;
4	145	(t) "Rates" shall mean the payments determined annually by the Contracting
9	146	Officer in accordance with the then current applicable water ratesetting policies for the Project;
	147	(u) "Repayment Obligation" for Water Delivered as Irrigation Water shall
	148	mean the Existing Capital Obligation discounted by ½ of the Treasury rate, which shall be the
1	149	amount due and payable to the United States, pursuant to section 4011(a)(2)(A) of the WIIN Act;
đ	150	and for Water Delivered as M&I Water shall mean the amount due and payable to the United
1	151	States, pursuant to section 4011(a)(3)(A) of the WIIN Act;
1	152	(v) "Secretary" or "Contracting Officer" shall mean the Secretary of the
1	153	United States Department of the Interior or his duly authorized representative;

154	(w) "Tiered Pricing Component" shall be the incremental amount to be paid
155	for each acre-foot of Water Delivered as described in Article 7 of this Contract and as provided
156	for in Exhibit A;
157	(x) "Water Made Available" shall mean the estimated amount of Project
158	Water that can be delivered to the Contractor for the upcoming Year as declared by the
159	Contracting Officer, pursuant to subdivision (a) of Article 4 of this Contract;
160	(y) "Year" shall mean the period from and including March 1 of each
161	Calendar Year through the last day of February of the following Calendar Year.
162	TERM OF CONTRACT - RIGHT TO USE OF WATER
163	2. (a) This Contract shall be effective March 1, 2020, hereinafter known as the
164	"Effective Date", and shall continue so long as the Contractor pays applicable Rates and Charges
165	under this Contract, consistent with Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat.
166	1195) as applicable, and applicable law;
167	(1) <u>Provided</u> , That the Contracting Officer shall not seek to terminate
168	this Contract for failure to fully or timely pay applicable Rates and Charges by the Contactor,
169	unless the Contracting Officer has first provided at least sixty (60) calendar days written notice
170	to the Contractor of such failure to pay and the Contractor has failed to cure such failure to pay,
171	or to diligently commence and maintain full curative payments satisfactory to the Contracting
172	Officer within the sixty (60) calendar days' notice period;
173	(2) <u>Provided, further, That the Contracting Officer shall not seek to</u>
174	suspend making water available or declaring Water Made Available pursuant to this Contract for
175	non-compliance by the Contractor with the terms of this Contract or Federal law, unless the
176	Contracting Officer has first provided at least thirty (30) calendar days written notice to the
177	Contractor and the Contractor has failed to cure such non-compliance, or to diligently commence
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178 curative actions satisfactory to the Contracting Officer for a non-compliance that cannot be fully 179 cured within the thirty (30) calendar days' notice period. If the Contracting Officer has suspended making water available pursuant to this paragraph, upon cure of such non-compliance 180 181 satisfactory to the to the Contracting Officer, the Contracting Officer shall resume making water 182 available and declaring Water Made Available pursuant to this Contract; 183 (3)Provided, further, That this Contract may be terminated at any 184 time by mutual consent of the parties hereto. 185 (b) Upon complete payment of the Repayment Obligation by the Contractor, 186 and notwithstanding any Additional Capital Obligation that may later be established, the acreage limitations, reporting, and Full Cost pricing provisions of the Reclamation Reform Act of 1982, 187 and subdivisions (g) Eligible Lands, (h) Excess Lands, and (k) Ineligible Lands of Article 1 of 188 this Contract shall no longer be applicable. 189 190 Notwithstanding any provision of this Contract, the Contractor reserves (c) 191 and shall have all rights and benefits under the Act of July 2, 1956 (70 Stat. 483), to the extent 192 allowed by law. Notwithstanding any provision of this Contract, the Contractor reserves 193 (d) and shall have all rights and benefits under the Act of June 21, 1963 (77 Stat. 68), to the extent 194 allowed by law. 195 WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTOR 196 3. 197 (a) Subject to the provisions set forth in Articles 11 and 12 of this Contract, 198 and consistent with applicable State water rights, permits, and licenses, the Contractor is entitled 199 to, and the Contracting Officer shall be obligated to make available to the Contractor up to 2,990 200 acre-feet of Project Water during any Year for Irrigation and/or Municipal and Industrial 201 purposes. The quantity of Project Water delivered to the Contractor in accordance with this

202 subdivision of this Article 3 in any Year shall be scheduled and paid for pursuant to the provisions of Articles 4 and 7 of this Contract, and shall not exceed the quantity of Project Water 203 204 the Contractor intends to put to reasonable beneficial use within the Contractor's Boundaries or 205 sold, transferred, or exchanged pursuant to Article 9 of this Contract. 206 (b) The Contractor shall utilize the Project Water made available to it 207 pursuant to this Contract in accordance with all applicable requirements of any Biological 208 Opinion addressing the execution of this Contract developed pursuant to Section 7 of the 209 Endangered Species Act of 1973 as amended, and in accordance with environmental 210 documentation as may be required for specific activities, including conversion of Irrigation 211 Water to M&I Water. 212 (c) The Contractor shall make reasonable and beneficial use of Project Water 213 or other water furnished pursuant to this Contract. In addition, use of Project Water in a 214 groundwater recharge program shall be permitted under this Contract to the extent that it is 215 carried out in accordance with California law: Provided, however, That such groundwater 216 recharge program cannot be undertaken unless and until the Contractor submits a groundwater 217 management plan pursuant to California law that demonstrates that such groundwater recharge 218 program will result in a reasonable and beneficial use of such water. 219 If the Contracting Officer determines that Project Water, or other water (d) 220 available to the Project, can be made available to the Contractor in addition to the quantity of 221 Project Water made available to the Contractor pursuant to subdivision (a) of this Article, the 222 Contracting Officer shall so notify the Contractor. If the Contractor requests the delivery of any 223 quantity of such water, the Contracting Officer shall make such water available to the Contractor 224 in accordance with applicable statutes, regulations, guidelines, and policies.

225	(e) If the Contractor requests permission to reschedule for use during the
226	subsequent Year some or all of the Project Water made available to the Contractor during the
227	current Year or to use, during the current Year, that quantity of Project Water the United States
228	has agreed to make available to the Contractor during the subsequent Year, the Contracting
229	Officer may permit such uses in accordance with applicable statutes, regulations, guidelines, and
230	policies.
231	(f) The Contractor's rights pursuant to Federal Reclamation law and
232	applicable State law to the beneficial use of water furnished pursuant to this Contract shall not be
233	disturbed so long as the Contractor shall fulfill all of its obligations under this Contract. Nothing
234	in the preceding sentence shall affect the Contracting Officer's ability to impose shortages under
235	subdivision (b) of Article 12 of this Contract.
236	(g) Notwithstanding subdivisions (l) and (n) of Article 1 of this Contract,
237	Project Water furnished to the Contractor pursuant to this Contract may be delivered for
238	purposes other than those described in subdivisions (1) and (n) of Article 1 of this Contract upon
239	written approval by the Contracting Officer in accordance with the terms and conditions of such
240	approval.
241	
242	TIME FOR DELIVERY OF WATER
243	4. (a) On or about February 20, of each Calendar Year, the Contracting Officer
244	shall declare the amount of Project Water estimated to be made available to the Contractor
245	pursuant to this Contract for the upcoming Year. The declaration will be updated monthly, as
246	necessary, based on current hydrologic conditions. The Contracting Officer shall make available
247	the forecast of Project operations, with relevant supporting information, upon the written request
248	of the Contractor or its representatives. Upon written request of the Contractor, the Contracting

Officer shall provide the basis of the estimate which shall include, but not be limited to, a
 monthly pumping forecast for the O'Neill Pumping Plant, the projected carryover of Project
 reservoirs, projected CVPIA impacts, projected Endangered Species Act and all other regulatory
 impacts.

(b) On or before each March 1, the Contractor shall submit to the Contracting
Officer and at such other times as necessary, a written schedule, satisfactory to the Contracting
Officer, showing the times and quantities of Project Water to be delivered by the United States to
the Contractor pursuant to this Contract, and consistent with subdivision (a) of Article 3 of this
Contract.

(c) Subject to the conditions set forth in subdivision (a) of Article 3 of this
Contract, the United States shall deliver Project Water to the Contractor in accordance with the
initial schedule submitted by the Contractor pursuant to subdivision (b) of this Article, or any
revision(s) thereto submitted within a reasonable time prior to the date(s) on which the requested
change(s) is(are) to be implemented.

263

POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

264 5. (a) The Project Water to be furnished to the Contractor pursuant to this 265 Contract shall be made available to the Contractor at either of the mileposts identified in Exhibit 266 B and any additional point or points of delivery either on Delta Division facilities or another 267 location or locations mutually agreed to in writing by the Contracting Officer and the Contractor 268 (b) The Contracting Officer shall make all reasonable efforts to maintain 269 sufficient flows and levels of water in the Delta-Mendota Canal to furnish Project Water to the 270 Contractor at the full design capacity of the turnout(s) established as a delivery point(s) pursuant to subdivision (a) of this Article. 271

(c) Irrigation Water furnished to the Contractor pursuant to this Contract shall
be delivered by the Contractor in accordance with any applicable land classification provisions
of Federal Reclamation law and the associated regulations. Project Water shall not be delivered
to land outside the Contractor's Boundaries unless approved in advance by the Contracting
Officer.

All Project Water delivered to the Contractor pursuant to this Contract (d) 277 278 shall be measured and recorded with equipment furnished, installed, operated, and maintained by 279 the United States or the responsible Operating Non-Federal Entity at the point or points of 280 delivery established pursuant to subdivision (a) of this Article. Upon the request of either party to this Contract, the Contracting Officer shall investigate the accuracy of such measurements and 281 282 shall take any necessary steps to adjust any errors appearing therein. The Contractor shall advise 283 the Contracting Officer on or before the 10th calendar day of each month of the quantity of M&I 284 Water taken during the preceding month.

Neither the United States nor any Operating Non-Federal Entity shall be 285 (e) 286 responsible for the control, carriage, handling, use, disposal, or distribution of Project Water 287 made available to the Contractor pursuant to this Contract beyond the delivery points specified in 288 subdivision (a) of this Article. The Contractor shall indemnify the United States its officers, 289 employees, agents, and assigns on account of damage or claim of damage of any nature 290 whatsoever for which there is legal responsibility, including property damage, personal injury, or 291 death arising out of or connected with the control, carriage, handling, use, disposal, or 292 distribution of such Project Water beyond such delivery points, except for any damage or claim 293 arising out of (i) acts performed by the United States or any of its officers, employees, agents, or 294 assigns, including any responsible Operating Non-Federal Entity, with the intent of creating the

295 situation resulting in any damage or claim; (ii) willful misconduct of the United States or any of 296 its officers, employees, agents, or assigns, including any responsible Operating Non-Federal 297 Entity, or (iii) negligence of the United States or any of its officers, employees, agents, or 298 assigns, including any responsible Operating Non-Federal Entity. 299 MEASUREMENT OF WATER WITHIN THE DISTRICT 6. Within five (5)-years of the effective date of this Contract, the Contractor 300 (a) 301 shall ensure that, unless the Contractor establishes an alternative measurement program 302 satisfactory to the Contracting Officer, all surface water delivered for irrigation purposes within 303 the Contractor's Boundaries is measured at each agricultural turnout and such water delivered for 304 Municipal and Industrial purposes is measured at each Municipal and Industrial service 305 connection. All water measuring devices or water measuring methods of comparable 306 effectiveness must be acceptable to the Contracting Officer. The Contractor shall be responsible 307 for installing, operating, and maintaining and repairing all such measuring devices and 308 implementing all such water measuring methods at no cost to the United States. The Contractor 309 shall use the information obtained from such water measuring devices or water measuring 310 methods to ensure proper management of the water; to bill water users for water delivered by the 311 Contractor; and, if applicable, to record water delivered for Municipal and Industrial purposes by 312 customer class as defined in its water conservation plan. Nothing herein contained in this 313 Article, however, shall preclude the Contractor from establishing and collecting any charges, 314 assessments or other revenues authorized by California law. The Contractor shall include a 315 summary of its annual surface water deliveries in the annual report described in subdivision (d) of Article 24 of this Contract. 316 Omitted. 317 (b)
318	(c) All new surface water delivery systems installed within the Contractor's
319	Boundaries after the effective date of this Contract shall also comply with the measurement
320	provisions described in subdivision (a) of this Article.
321	(d) The Contractor shall inform the Contracting Officer and the State of
322	California in writing by April 30 of each Year of the monthly volume of surface water delivered
323	within the Contractor's Boundaries during the previous Year.
324	RATES, METHOD OF PAYMENT FOR WATER AND ACCELERATED REPAYMENT OF
325	FACILITIES
326	7. (a) Notwithstanding the Contractor's full prepayment of the Repayment
327	Obligation pursuant to section 4011, subsection (a)(2)(A) and subsection (a)(3)(A) of the WIIN
328	Act, as set forth in Exhibit C, and any payments required pursuant to section 4011, subsection (b)
329	of the WIIN Act, to reflect the adjustment for the final cost allocation as described in this Article,
330	subsection (b), the Contractor's Project construction and other obligations shall be determined in
331	accordance with: (i) the Secretary's ratesetting policy for Irrigation Water adopted in 1988 and
332	the Secretary's then-existing ratesetting policy for M&I Water, consistent with the WIIN Act;
333	and such ratesetting policies shall be amended, modified, or superseded only through a public
334	notice and comment procedure; (ii) applicable Federal Reclamation law and associated rules and
335	regulations, or policies, and (iii) other applicable provisions of this Contract. Payments shall be
336	made by cash transaction, electronic funds transfers, or any other mechanism as may be agreed
337	to in writing by the Contractor and the Contracting Officer. The Rates, Charges, and Tiered
338	Pricing Component applicable to the Contractor upon execution of this Contract are set forth in
339	Exhibit "A," as may be revised annually.
340	(1) The Contractor shall pay the United States as provided for in this
341	Article of this Contract for all Delivered Water at Rates, Charges, and Tiered Pricing Component

342	in accordance with policies for Irrigation Water and M&I Water. The Contractor's Rates shall
343	be established to recover its estimated reimbursable costs included in the operation and
344	maintenance component of the Rate and amounts established to recover deficits and other
345	charges, if any, including construction costs as identified in the following subdivisions.
346	(2) In accordance with the WIIN Act, the Contractor's allocable share
347	of Project construction costs will be repaid pursuant to the provisions of this Contract.
348	(A) The amount due and payable to the United States, pursuant
349	to the WIIN Act, shall be the Repayment Obligation. The Repayment Obligation has been
350	computed by the Contracting Officer in a manner consistent with the WIIN Act and is set forth
351	as a lump sum payment (M&I and Irrigation) and as four (4) approximately equal annual
352	installments (Irrigation Only) to be repaid no later than three (3) years after the effective date of
353	this Contract as set forth in Exhibit C. [There could be one or two exhibits in most cases due to
354	more than one service area (For Irrigation contractors and M&I contractors)] The Repayment
355	Obligation is due in lump sum by [Month, Day, Year] as provided by the WIIN Act. The
356	Contractor must provide appropriate notice to the Contracting Officer in writing no later than
357	thirty (30) days prior to [Month, Day, Year] [Division Level: consider the effective date of the
358	contract being converted] if electing to repay the amount due using the lump sum alternative. If
359	such notice is not provided by such date, the Contractor shall be deemed to have elected the
360	installment payment alternative, in which case, the first such payment shall be made no later than
361	[Month, Day, Year] [Division Level: consider the effective date of the contract being
362	converted]. The second payment shall be made no later than the first anniversary of the first
363	payment date. The third payment shall be made no later than the second anniversary of the first
364	payment date. The final payment shall be made no later than [Month, Day, Year] [no later than
504	payment date. The final payment shan be made no fater than prioritit pay, read [no fater main

365	the third anniversary of the effective date of the contract]. If the installment payment option is
366	elected by the Contractor, the Contractor may pre-pay the remaining portion of the Repayment
367	Obligation by giving the Contracting Officer sixty (60) days written notice, in which case, the
368	Contracting Officer shall re-compute the remaining amount due to reflect the pre-payment using
369	the same methodology as was used to compute the initial annual installment payment amount,
370	which is illustrated in Exhibit C. Notwithstanding any Additional Capital Obligation that may
371	later be established, receipt of the Contractor's payment of the Repayment Obligation to the
372	United States shall fully and permanently satisfy the Existing Capital Obligation.
373	(B) Additional Capital Obligations that are not reflected in, the
374	schedules referenced in Exhibit C and properly assignable to the Contractor, shall be repaid as
375	prescribed by the WIIN Act without interest except as required by law. Consistent with Federal
376	Reclamation law, interest shall continue to accrue on the M&I portion of the Additional Capital
377	Obligation assigned to the Contractor until such costs are paid. Increases or decreases in the
378	Additional Capital Obligation assigned to the Contractor caused solely by annual adjustment of
379	the Additional Capital Obligation assigned to each Project contractor by the Secretary shall not
380	be considered in determining the amounts to be paid pursuant to this subdivision (a)(2)(B),
381	however, will be considered under subdivision (b) of this Article. A separate agreement shall be
382	established by the Contractor and the Contracting Officer to accomplish repayment of the
383	Additional Capital Obligation assigned to the Contractor within the timeframe prescribed by the
384	WIIN Act, subject to the following:
385	(1) If the collective Additional Capital Obligation
386	properly assignable to the contractors exercising conversion under section 4011 of the WIIN Act
387	is less than five million dollars (\$5,000,000), then the portion of such costs properly assignable

388	to the Contractor shall be repaid not more than five (5)-years after the Contracting Officer
389	notifies the Contractor of the Additional Capital Obligation; Provided, That the reference to the
390	amount of five million dollars (\$5,000,000) shall not be a precedent in any other context.
391	(2) If the collective Additional Capital Obligation
392	properly assignable to the contractors exercising conversion under section 4011 of the WIIN Act
393	is equal to or greater than five million dollars (\$5,000,000), then the portion of such costs
394	properly assignable to the Contractor shall be repaid as provided by applicable Federal
395	Reclamation law and Project ratesetting policy; Provided, That the reference to the amount of
396	five million dollars (\$5,000,000) shall not be a precedent in any other context.
397	(b) In the event that the final cost allocation referenced in Section 4011(b) of
398	the WIIN Act determines that the costs properly assignable to the Contractor are greater than
399	what has been paid by the Contractor, the Contractor shall be obligated to pay the remaining
400	allocated costs. The term of such additional repayment contract shall be not less than one (1)
401	year and not more than ten (10) years, however, mutually agreeable provisions regarding the rate
402	of repayment of such amount may be developed by the Contractor and Contracting Officer. In
403	the event that the final cost allocation indicates that the costs properly assignable to the
404	Contractor are less than what the Contractor has paid, the Contracting Officer shall credit such
405	overpayment as an offset against any outstanding or future obligations of the Contractor, with the
406	exception of Restoration Fund charges pursuant to section 3407(d) of Pub. L. 102-575.
407	(c) The Contracting Officer shall notify the Contractor of the Rates, Charges,
408	and Tiered Pricing Component as follows:
409	(1) Prior to July 1, of each Calendar Year, the Contracting Officer
410	shall provide the Contractor the preliminary calculation of the Charges that will be applied for

the period October 1, of the current Calendar Year, through September 30, of the following
Calendar Year, and identify the statutes, regulations and guidelines used as the basis for such
calculations. On or before September 15, of each Calendar Year, the Contracting Officer shall
notify the Contractor in writing of the Charges to be in effect during the period October 1, of the
current Calendar Year, through September 30, of the following Calendar Year, and such
notification shall revise Exhibit "A."

417 (2)Prior to October 1 of each Calendar Year, the Contracting Officer 418 shall make available to the Contractor an estimate of the Rates and Tiered Pricing Component 419 for Project Water for the following Year and the computations and cost allocations upon which 420 those Rates are based. The Contractor shall be allowed not less than two (2) months to review 421 and comment on such computations and cost allocations. By December 31 of each Calendar 422 Year, the Contracting Officer shall provide the Contractor with the final Rates and Tiered Pricing Component to be in effect for the upcoming Year, and such notification shall revise Exhibit "A." 423 At the time the Contractor submits the initial schedule for the delivery of 424 (d) 425 Project Water for each Year pursuant to subdivision (b) of Article 4 of this Contract, the 426 Contractor shall pay the United States the total amount payable pursuant to the applicable Rate(s) 427 for all Project Water scheduled to be delivered pursuant to this Contract during the first two (2) 428 calendar months of the Year. Before the end of the first month or part thereof of the Year, and 429 before the end of each calendar month thereafter, the Contractor shall pay pursuant to the 430 applicable Rate(s) for all Project Water scheduled to be delivered pursuant to this Contract 431 during the second month immediately following. Adjustments between the payments for the 432 scheduled amount of Project Water and the appropriate payments for quantities of Delivered 433 Water furnished pursuant to this Contract each month shall be made before the end of the

following month: Provided, That any revised schedule submitted by the Contractor pursuant to 434 435 Article 4 of this Contract, which increases the amount of Project Water to be delivered pursuant 436 to this Contract during any month shall be accompanied with appropriate payment for Rates to 437 assure that Project Water is not furnished to the Contractor in advance of such payment. In any 438 month in which the quantity of Delivered Water furnished to the Contractor pursuant to this 439 Contract equals the quantity of Project Water scheduled and paid for by the Contractor, no 440 additional Project Water shall be made available to the Contractor unless and until payment of 441 Rates for such additional Project Water is made. Final adjustment between the payments of 442 Rates for the Project Water scheduled and the quantities of Delivered Water furnished during 443 each Year pursuant to this Contract shall be made as soon as possible but no later than April 30th 444 of the following Year.

445 The Contractor shall also make a payment in addition to the Rate(s) in (e) subdivision (d) of this Article to the United States for Water Delivered, at the Charges and 446 447 appropriate Tiered Pricing Component then in effect, before the end of the month following the 448 month of delivery; Provided, That the Contractor may be granted an exception from the Tiered 449 Pricing Component pursuant to subdivision (k)(2) of this Article. The payments shall be 450 consistent with the quantities of Irrigation Water and M&I Water Delivered as shown in the 451 water delivery report for the subject month prepared by the Operating Non-Federal Entity or, if there is no Operating Non-Federal Entity, by the Contracting Officer. The water delivery report 452 453 shall be deemed a bill for the payment of Charges and applicable Tiered Pricing Component for 454 Water Delivered. Adjustment for overpayment or underpayment of Charges and the Tiered 455 Pricing Component shall be made through the adjustment of payments due to the United States

- 456 for Charges for the next month. Any amount to be paid for past due payment of Charges shall be457 computed pursuant to Article 18 of this Contract.
- (f) The Contractor shall pay for any Project Water provided under subdivision
 (d) or (e) of Article 3 of this Contract as determined by the Contracting Officer pursuant to
 applicable statutes, regulations, guidelines, and policies.
- 461 (g) Payments to be made by the Contractor to the United States under this462 Contract may be paid from any revenues available to the Contractor.
- (h) Revenues received by the United States pursuant to this Contract shall be
 allocated and applied in accordance with Federal Reclamation law, including but not limited to,
 subsection 3 of Section 1 of the Act of July 2, 1956 (70 Stat. 483), and subsection (f) of Section
 3405, subsection (c)(l) of Section 3406 and subsection (d)(2)(A) of Section 3407 of the CVPIA,
 and the associated regulations, including but not limited to, the Project Irrigation Water
 ratesetting policy and the Project M&I Water ratesetting policy promulgated pursuant to the
 Administrative Procedures Act.
- At the Contractor's request, the Contracting Officer shall provide to the 470 (i) 471 Contractor an accounting of all of the expenses allocated and the disposition of all revenues received pursuant to this Contract in sufficient detail to allow the Contractor to determine that 472 473 the allocation of expenses and disposition of all revenues received was accomplished in 474 conformance with Federal Reclamation law and the associated regulations. The Contracting 475 Officer and the Contractor shall enter into good faith negotiations to resolve any discrepancies or 476 disputes arising out of said accounting of the Contractor's review thereof. 477 (i) The parties acknowledge and agree that the efficient administration of this
- 478 Contract is their mutual goal. Recognizing that experience has demonstrated that mechanisms,

policies, and procedures used for establishing Rates, Charges, and Tiered Pricing Component,
and/or for making and allocating payments, other than those set forth in this Article would be in
the mutual best interest of the parties, it is expressly agreed that the parties may enter into
agreements to modify the mechanisms, policies and procedures for any of those purposes while
this Contract is in effect without amending this Contract.

Beginning at such time as deliveries of Project Water in a Year 484 (k) 1. 485 exceed 80 percent of the Contract Total, then before the end of the month following the month of 486 delivery the Contractor shall make an additional payment to the United States equal to the 487 applicable Tiered Pricing Component. The Tiered Pricing Component for the amount of Water 488 Delivered in excess of 80 percent of the Contract Total, but less than or equal to 90 percent of the 489 Contract Total, shall equal one-half of the difference between the Rate established under 490 subdivision (a) of this Article and the Irrigation Full Cost Water Rate or M&I Full Cost Water Rate, whichever is applicable. The Tiered Pricing Component for the amount of Water 491 Delivered which exceeds 90 percent of the Contract Total shall equal the difference between (i) 492 493 the Rate established under subdivision (a) of this Article and (ii) the Irrigation Full Cost Water 494 Rate or M&I Full Cost Water Rate, whichever is applicable. For all Water Delivered pursuant to 495 subdivision (a) of Article 3 of this Contract which is in excess of 80 percent of the Contract 496 Total, this increment shall be deemed to be divided between Irrigation Water and M&I Water in 497 the same proportion as actual deliveries of each bear to the cumulative total Water Delivered. 498 2. Subject to the Contracting Officer's written approval, the 499 Contractor may request and receive an exemption from such Tiered Pricing Component for 500 Project Water delivered to produce a crop which the Contracting Officer determines will provide 501 significant and quantifiable habitat values for waterfowl in fields where the water is used and the

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502	crops are produced; Provided, That the exemption from the Tiered Pricing Component for
503	Irrigation Water shall apply only if such habitat values can be assured consistent with the
504	purposes of the CVPIA through binding agreements executed with or approved by the
505	Contracting Officer prior to use of such water.
506	3. For purposes of determining the applicability of the Tiered Pricing
507	Component pursuant to this Article, Water Delivered shall include Project Water that the
508	Contractor transfers to others but shall not include Project Water transferred to the Contractor,
509	nor shall it include the additional water provided to the Contractor under the provisions of
510	subdivision (d) of Article 3 of this Contract.
511	NON-INTEREST BEARING OPERATION AND MAINTENANCE DEFICITS
512	8. The Contractor and the Contracting Officer concur that at the time of execution of
513	this Contract, the Contractor has no non-interest bearing operation and maintenance deficits and
514	shall have no further liability therefor.
515	TRANSFERS OR EXCHANGES OF WATER
516	9. The right to Project Water provided for in this Contract may be sold, transferred,
517	or exchanged to others for beneficial uses within the State of California if such sale, transfer, or
518	exchange is authorized by applicable Federal laws, State laws, and applicable guidelines or
519	regulations then in effect. The right to sell, transfer, or exchange Project Water shall include,
520	and the Contracting Officer shall apply this Article in a manner that does not impede or restrict,
521	lawful short-term sales, transfers, or exchanges of the type the District and Contractor
522	historically carried out with approval of the Contracting Officer under Contract No. 14-06-200-
523	8018, as amended, assigned, and renewed. No sale, transfer, or exchange of the right to Project
524	Water under this Contract may take place without the prior written approval of the Contracting
525	Officer.

	526	APPLICATION OF PAYMENTS AND ADJUSTMENTS
	527	10. (a) The amount of any overpayment by the Contractor shall be applied first to
	528	any accrued indebtedness arising out of this Contract then due and payable by the Contractor.
	529	Any amount of such overpayment then remaining shall, at the option of the Contractor, be
	530	refunded to the Contractor or credited upon amounts to become due to the United States from the
	531	Contractor under the provisions of this Contract in the following months. With respect to
	532	overpayment, such adjustment shall constitute the sole remedy of the Contractor or anyone
	533	having or claiming to have the right to the use of any of the water supply provide for in this
	534	Contract.
	535	(b) All advances for miscellaneous costs incurred for work requested by the
	536	Contractor pursuant to Article 23 of this Contract shall be adjusted to reflect the actual costs
	537	when the work has been completed. If the advances exceed the actual costs incurred, the
	538	difference will be refunded to the Contractor. If the actual costs exceed the Contractor's
	539	advances, the Contractor will be billed for the additional costs pursuant to Article 23 of this
	540	Contract.
	541	TEMPORARY REDUCTIONS - RETURN FLOWS
	542	11. (a) Subject to: (i) the authorized purposes and priorities of the Project; and
i.	543	(ii) the obligations of the United States under existing contracts, or renewals thereof, providing
	544	for water deliveries from the Project, the Contracting Officer shall make all reasonable efforts to
	545	optimize Project Water deliveries to the Contractor as provided in this Contract.
	546	(b) The United States may temporarily discontinue or reduce the quantity of
	547	Project Water to be delivered to the Contractor as herein provided for the purposes of
	548	investigation, inspection, maintenance, repair, or replacement of any of the Project facilities or
	549	any part thereof necessary for the delivery of Project Water to the Contractor, but so far as

550	feasible the Contracting Officer will give the Contractor due notice in advance of such temporary
551	discontinuance or reduction, except in case of emergency, in which case no notice need be given:
552	Provided, That the United States shall use its best efforts to avoid any discontinuance or
553	reduction in such service. Upon resumption of service after such reduction or discontinuance,
554	and if requested by the Contractor, the United States will, if possible, deliver the quantity of
555	Project Water which would have been delivered hereunder in the absence of such discontinuance
556	or reduction: Provided, further, That with respect to any quantity of Project Water not delivered
557	after a discontinuance or reduction the Contractor shall be relieved of its scheduling and payment
558	obligations for such quantity of Project Water.
559	(c) The United States reserves the right to all seepage and return flow water
560	derived from water delivered to the Contractor under this Contract which escapes or is
561	discharged beyond the Contractor's Boundaries: Provided, That this shall not be construed as
562	claiming for the United States any right to seepage or return flow being put to reasonable and
563	beneficial use pursuant to this Contract within the Contractor's Boundaries by the Contractor or
564	those claiming by, through, or under the Contractor.
565	CONSTRAINTS ON THE AVAILABILITY OF WATER
566	12. (a) In its operation of the Project, the Contracting Officer will use all
567	reasonable means to guard against a Condition of Shortage in the quantity of Project Water to be
568	made available to the Contractor pursuant to this Contract. In the event the Contracting Officer
569	determines that a Condition of Shortage appears probable, the Contracting Officer will notify the
570	Contractor of said determination as soon as practicable.
571	(b) If there is a Condition of Shortage because of inaccurate runoff forecasting
572	or other similar operational errors affecting the Project; drought and other physical or natural
573	causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer
574	to meet current and future legal obligations, then, except as provided in subdivision (a) of Article
575	17 of this Contract, no liability shall accrue against the United States or any of its officers,

576 agents, or employees for any damage, direct or indirect, arising therefrom.

577	(c) In any Year in which there may occur a shortage for any of the reasons
578	specified in subdivision (b) of this Article, the Contracting Officer shall apportion the available
579	Project Water supply among the Contractor and others entitled, under existing contracts and
580	future contracts (to the extent such future contracts are permitted under subsections (a) and (b) of
581	Section 3404 of the CVPIA) and renewals thereof, to receive Project Water consistent with the
582	contractual obligations of the United States.
583	(d) Subject to subdivision (c) of this Article, in any Year in which there may
584	occur a shortage for any of the reasons specified in subdivision (b) of this Article, the
585	Contracting Officer shall apportion the available Project Water among the Contractor and others
586	entitled to receive Project Water from the Delta-Mendota Canal as follows:
587	(1) A determination shall be made of the total quantity of water
588	scheduled to be delivered during the respective Year under all contracts then in force for the
589	delivery of water from the Delta-Mendota Canal, the quantity so determined being herein
590	referred to as the contractual commitments from the Delta-Mendota Canal.
591	(2) The total quantity of water scheduled to be delivered to the
592	Contractor from the Delta-Mendota Canal during the respective Year under subdivision (a) of
593	Article 3 of this Contract shall be divided by the contractual commitments, the quotient thus
594	obtained being herein referred to as the Contractor's contractual entitlement from the Delta-
595	Mendota Canal.
596	(3) The supply determined by the Contracting Officer to be available
597	from the Delta-Mendota Canal shall be multiplied by the Contractor's contractual entitlement and
598	the result shall be the quantity of water required to be delivered by the United States to the
599	Contractor for the respective Year from the Delta-Mendota Canal.

600	UNAVOIDABLE GROUNDWATER PERCOLATION
601	13. (a) The Contractor shall not be deemed to have furnished Irrigation Water to
602	Excess Lands or Ineligible Lands within the meaning of this Contract if such lands are irrigated
603	with groundwater that reaches the underground strata as an unavoidable result of the furnishing
604	of Irrigation Water by the Contractor to Eligible Lands.
605	(b) Upon complete payment of the Repayment Obligation by the Contractor,
606	this Article 13 shall no longer be applicable.
607	COMPLIANCE WITH FEDERAL RECLAMATION LAWS
608	14. The parties agree that the delivery of Irrigation Water or use of Federal facilities
609	pursuant to this Contract is subject to Federal Reclamation law, including but not limited to, the
610	Reclamation Reform Act of 1982 (43 U.S.C. 390aa et seq.), as amended and supplemented, and
611	the rules and regulations promulgated by the Secretary of the Interior under Federal Reclamation
612	law,
613	PROTECTION OF WATER AND AIR QUALITY
614	15. (a) Omitted
615	(b) The United States will care for, operate and maintain reserved works in a
616	manner that preserves the quality of the water at the highest level possible as determined by the
617	Contracting Officer. The United States does not warrant the quality of the water delivered to the
618	Contractor and is under no obligation to furnish or construct water treatment facilities to
619	maintain or improve the quality of water delivered to the Contractor.
620	(c) The Contractor will comply with all applicable water and air pollution
621	laws and regulations of the United States and the State of California; and will obtain all required
622	permits or licenses from the appropriate Federal, State, or local authorities necessary for the
623	delivery of water by the Contractor; and shall be responsible for compliance with all Federal,
624	State, and local water quality standards applicable to surface and subsurface drainage and/or
625	discharges generated through the use of Federal or Contractor facilities or Project Water
626	provided by the Contractor within its Service Area.
627	(d) This Article shall not affect or alter any legal obligations of the Secretary
620	to provide designed or other discharge convices

628 to provide drainage or other discharge services.

629 <u>WATER ACQUIRED BY THE CONTRACTOR OTHER THAN FROM THE UNITED</u> 630 <u>STATES</u>

16. Water or water rights now owned or hereafter acquired by the Contractor 631 (a) other than from the United States and Irrigation Water furnished pursuant to the terms of this 632 Contract may be simultaneously transported through the same distribution facilities of the 633 Contractor subject to the following: (i) if the facilities utilized for commingling Irrigation Water 634 635 and non-Project water were constructed without funds made available pursuant to Federal 636 Reclamation law, the provisions of Federal Reclamation law will be applicable only to the Landholders of lands which receive Irrigation Water; (ii) the eligibility of land to receive 637 Irrigation Water must be established through the certification requirements as specified in the 638 639 Acreage Limitation Rules and Regulations (43 CFR Part 426); (iii) the water requirements of Eligible Lands within the Contractor's Boundaries can be established and the quantity of 640 Irrigation Water to be utilized is less than or equal to the quantity necessary to irrigate such 641 Eligible Lands; and (iv) if the facilities utilized for commingling Irrigation Water and non-642 Project water are constructed with funds made available pursuant to Federal Reclamation law, 643 the non-Project water will be subject to Federal Reclamation law, until such funds have been 644 repaid. 645 Upon complete payment of the Repayment Obligation by the Contractor, 646 (b)

- 647 this Article 16 shall no longer be applicable.
- 648

OPINIONS AND DETERMINATIONS

649 17. (a) Where the terms of this Contract provide for actions to be based upon the
650 opinion or determination of either party to this Contract, said terms shall not be construed as
651 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or
652 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly

653 reserve the right to relief from and appropriate adjustment for any such arbitrary, capricious, or

654 unreasonable opinion or determination. Each opinion or determination by either party shall be

655 provided in a timely manner.

656

(b) The Contracting Officer shall have the right to make determinations

657 necessary to administer this Contract that are consistent with the expressed and implied

provisions of this Contract, the laws of the United States and the State of California, and the

659 rules and regulations promulgated by the Secretary. Such determinations shall be made in

660 consultation with the Contractor to the extent reasonably practicable.

661

CHARGES FOR DELINQUENT PAYMENTS

662 18. (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 663 shall pay an interest charge on the delinquent payment for each day the payment is delinquent 664 beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in 665 addition to the interest charge, an administrative charge to cover additional costs of billing and 666 processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor 667 shall pay, in addition to the interest and administrative charges, a penalty charge for each day the 668 payment is delinquent beyond the due date, based on the remaining balance of the payment due 669 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt 670 collection services associated with a delinquent payment. 671

(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.

676 (c) When a partial payment on a delinquent account is received, the amount 677 received shall be applied first to the penalty charges, second to the administrative charges, third 678 to the accrued interest, and finally to the overdue payment.

679

EQUAL EMPLOYMENT OPPORTUNITY

680

19. 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.

695 (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 696 inquired about, discussed, or disclosed the compensation of the employee or applicant or another 697 employee or applicant. This provision shall not apply to instances in which an employee who 698 has access to the compensation information of other employees or applicants as part of such 699 700 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 701 702 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 703 704 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 September 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 its 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 September 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.

726 (h) The Contractor will include the provisions of paragraphs (a) through (g) in 727 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 728 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 729 Contractor will take such action with respect to any subcontract or purchase order as may be 730 731 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 732 733 is threatened with, litigation with a subcontractor or vendor as a result of such direction, the 734 Contractor may request the United States to enter into such litigation to protect the interests of 735 the United States.

736

GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

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

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the Contractor through Project facilities during any period in which the Contractor is in arrears in the advance payment of water rates due the United States. The Contractor shall not deliver water under the terms and conditions of this Contract for lands or parties that are in arrears in the advance payment of water rates as levied or established by the Contractor.

748

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

21. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 749 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as 750 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title 751 III; 42 U.S.C. 6101, et seq.), Title III of the Americans with Disabilities Act of 1990 (Pub. L. 752 101-336; 42 U.S.C. § 12181, et seq.), and any other applicable civil rights laws, and with the 753 applicable implementing regulations and any guidelines imposed by the U.S. Department of the 754 Interior and/or Bureau of Reclamation. 755

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

(c) The Contractor makes this Contract in consideration of and for the
 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of

Reclamation, including installment payments after such date on account of arrangements for
Federal financial assistance which were approved before such date. The Contractor recognizes
and agrees that such Federal assistance will be extended in 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.

773

PRIVACY ACT COMPLIANCE

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

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

(c) The Contracting Officer or a designated representative shall provide the
Contractor with current copies of the Department of the Interior Privacy Act regulations and the
Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Interior/WBR31, Acreage Limitation) which govern the maintenance, safeguarding, and disclosure of
information contained in the Landholders' certification and reporting records.

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

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

801 (f) Upon complete payment of the Repayment Obligation by the Contractor,

802 this Article 22 will no longer be applicable.

803	CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS
804	23. In addition to all other payments to be made by the Contractor pursuant to this
805	Contract, the Contractor shall pay to the United States, within sixty (60) days after receipt of a
806	bill and detailed statement submitted by the Contracting Officer to the Contractor for such
807	specific items of direct cost incurred by the United States for work requested by the Contractor
808	associated with this Contract plus a percentage of such direct costs for administrative and general
809	overhead in accordance with applicable Bureau of Reclamation policy and procedures. All such
810	amounts referred to in this Article shall not exceed the amount agreed to in writing in advance by
811	the Contractor. This Article shall not apply to costs for routine contract administration.
812	WATER CONSERVATION
813	24. (a) Prior to the delivery of water provided from or conveyed through
814	Federally constructed or Federally financed facilities pursuant to this Contract, the Contractor
815	shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation
816	Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).
817	Additionally, an effective water conservation and efficiency program shall be based on the
818	Contractor's water conservation plan that has been determined by the Contracting Officer to meet
819	the conservation and efficiency criteria for evaluating water conservation plans established under
820	Federal law. The water conservation and efficiency program shall contain definite water
821	conservation objectives, appropriate economically feasible water conservation measures, and
822	time schedules for meeting those objectives.
823	(b) Should the amount of M&I Water delivered pursuant to subdivision (a)
824	Article 3 of this Contract equal or exceed 2,000 acre-feet per Year, the Contractor shall
825	implement the Best Management Practices identified by and the time frames issued by the Mid-
826	Pacific Region's then-existing conservation and efficiency criteria for such M&I Water unless
827	any such practice is determined by the Contracting Officer to be inappropriate for the Contractor.

828	(c) As part of the water conservation program, the Contractor shall develop
829	and be implementing a tiered block water pricing program that promotes conservation and the
830	efficient management of Project Water within eighteen (18) months of the effective date of this
831	Contract. Such pricing program for Project Water shall take into account all relevant
832	circumstances, including without limitation, water shortages imposed under this Contract and the
833	availability and cost of the Contractor's and individual water user's non-Project alternative
834	sources of supply, including groundwater and other non-Project water supplies, so that the
835	Contractor's pricing structure provides incentives for conservation and the efficient management
836	of overall water supply available to water users served by the Contractor. Provided, That no
837	such tiered block water pricing program need be implemented by the Contractor if the
838	Contracting Officer determines, based on information provided by the Contractor, that (i) such a
839	pricing structure will not result in significant conservation of water available for use within the
840	Contractor's Coundaries, including groundwater or (ii) other pricing program, conservation, or
841	management measures are more appropriate and/or will result in comparable or better
842	conservation of the water supplies available within the Contractor's Boundaries. Provided,
843	further, That if the Contractor fails to, or elects not to, comply with this subdivision of this
844	Article 24, then any subsequent Contract shall contain a tiered pricing contractual provision
845	pursuant to subsection (d) of Section 3405 of the CVPIA.
846	(d) The Contractor shall submit to the Contracting Officer by December 31, of
847	each Calendar Year, an annual report on the status of its implementation of the water
848	conservation program.
849	(e) At five (5)-year intervals, the Contractor shall revise its water
850	conservation plan to reflect the then-existing conservation and efficiency criteria for evaluating

851	water conservation plans established under Federal law and submit such revised water
852	management plan to the Contracting Officer for review and evaluation. The Contracting Officer
853	will then determine if the water conservation plan meets the Bureau of Reclamation's then-
854	existing conservation and efficiency criteria for evaluating water conservation plans established
855	under Federal law.
856	(ef) Upon complete payment of the Repayment Obligation by the Contractor,
857	and notwithstanding any Additional Capital Obligation that may later be established, subsection
858	(b) of this Article 24 of this Contract shall no longer be applicable.
859	EXISTING OR ACQUIRED WATER OR WATER RIGHTS
860	25. Except as specifically provided in Article 16 of this Contract, the provisions of
861	this Contract shall not be applicable to or affect water or water rights now owned or hereafter
862	acquired by the Contractor or any user of such water within the Contractor's Boundaries from
863	other than the United States by the Contractor. Any such water shall not be considered Project
864	Water under this Contract. In addition, this Contract shall not be construed as limiting or
865	curtailing any rights which the Contractor or any water user within the Contractor's Boundaries
866	acquires or has available under any other contract pursuant to the Federal Reclamation law.
867	OPERATION AND MAINTENANCE BY THE OPERATING NON-FEDERAL ENTITY
868	26. (a) The responsibility for performing and, in some cases, funding the O&M of
869	all or any portion of the Delta Division facilities may be transferred to an Operating Non-Federal
870	Entity by one or more separate agreements between the United States and the Operating Non-
871	Federal Entity. Any such agreement(s) shall require the Operating Non-Federal Entity to
872	perform the O&M in compliance with the provisions of this Contract and shall not interfere with
873	the rights and obligations of the Contractor and the United States under this Contract.

874	(b) The Contracting Officer has previously notified the Contractor in writing
875	that the Operation and Maintenance of a portion of the Project facilities which serve the
876	Contractor has been transferred to the Operating Non-Federal Entity, and therefore, the
877	Contractor shall pay directly to the Operating Non-Federal Entity, or to any successor approved
878	by the Contracting Officer under the terms and conditions of the separate agreement between the
879	United States and the Operating Non-Federal Entity described in subdivision (a) of this Article,
880	all rates, charges, or assessments of any kind, including any assessment for reserve funds, which
881	the Operating Non-Federal Entity or such successor determines, sets, or establishes for the
882	Operation and Maintenance of the portion of the Project facilities operated and maintained by the
883	Operating Non-Federal Entity or such successor. Such direct payments to Operating Non-
884	Federal Entity or such successor shall not relieve the Contractor of its obligation to pay directly
885	to the United States the Contractor's share of the Project Rates, Charges, and Tiered Pricing
886	Component except to the extent the Operating Non-Federal Entity collects payments on behalf of
887	the United States in accordance with the separate agreement identified in subdivision (a) of this
888	Article.
889	(c) In the event the Operation and Maintenance of the Project facilities
890	operated and maintained by the Operating Non-Federal Entity is re-assumed by the United States
891	during the term of this Contract, the Contracting Officer shall so notify the Contractor, in
892	writing, and present to the Contractor a revised Exhibit "A" which shall include the portion of

the Rates to be paid by the Contractor for Project Water under this Contract representing the

Operation and Maintenance costs of the portion of such Project facilities which have been

reassumed. The Contractor shall, thereafter, in the absence of written notification from the

894

896 Contracting Officer to the contrary, pay the Rates, Charges, and Tiered Pricing Component

specified in the revised Exhibit "A" directly to the United States in compliance with Article 7 of

898 this Contract.

899

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

900 27. The expenditure or advance of any money or the performance of any obligation of 901 the United States under this Contract shall be contingent upon appropriation or allotment of 902 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any 903 obligations under this Contract. No liability shall accrue to the United States in case funds are 904 not appropriated or allotted.

905

BOOKS, RECORDS, AND REPORTS

The Contractor shall establish and maintain accounts and other books and records 906 28. 907 pertaining to administration of the terms and conditions of this Contract, including the Contractor's financial transactions; water supply data; project operations, maintenance, and 908 replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop 909 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting 910 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on 911 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws 912 and regulations, each party to this Contract shall have the right during office hours to examine 913 and make copies of the other party's books and records relating to matters covered by this 914 915 Contract.

916 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

917 29. (a) The provisions of this Contract shall apply to and bind the successors and 918 assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest 919 therein by either party shall be valid until approved in writing by the other party.

920 (b) The assignment of any right or interest in this Contract by either party

921 shall not interfere with the rights or obligations of the other party to this Contract absent the

922 written concurrence of said other party.

 923
 SEVERABILITY

 924
 30. In the event that a person or entity who is neither (i) a party to a Project Contract,

925 nor (ii) a person or entity that receives Project Water from a party to a Project Contract, nor (iii)

- 926 an association or other form of organization whose primary function is to represent parties to
- 927 Project Contracts, brings an action in a court of competent jurisdiction challenging the legality or

928	enforceability of a provision included in this Contract and said person, entity, association, or
929	organization obtains a final court decision holding that such provision is legally invalid or
930	unenforceable and the Contractor has not intervened in that lawsuit in support of the plaintiff(s),
931	the parties to this Contract shall use their best efforts to (i) within thirty (30) days of the date of
932	such final court decision identify by mutual agreement the provisions in this Contract which
933	must be revised, and (ii) within three (3) months thereafter promptly agree on the appropriate
934	revision(s). The time periods specified above may be extended by mutual agreement of the
935	parties. Pending the completion of the actions designated above, to the extent it can do so
936	without violating any applicable provisions of law, the United States shall continue to make the
937	quantities of Project Water specified in this Contract available to the Contractor pursuant to the
938	provisions of this Contract which were not found to be legally invalid or unenforceable in the
939	final court decision.
940	OFFICIALS NOT TO BENEFIT
941 942 943	31. 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.
944	CHANGES IN CONTRACTOR'S ORGANIZATION AND/OR SERVICE AREA
945 946 947 948 949	32. While this Contract is in effect, no change may be made in the Contractor's Service Area or organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this Contract, including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.
950	RECLAMATION REFORM ACT OF 1982
951	33. (a) Upon a Contractor's compliance with and discharge of the Repayment
952	Obligation pursuant to this Contract, subsections (a) and (b) of Section 213 of the Reclamation
953	Reform Act of 1982 (96 Stat. 1269) shall apply to affected lands.

Contract No. 14-06-200-8018-XXX

954

(b) The obligation of a Contractor to pay the Additional Capital Obligation

shall not affect the Contractor's status as having repaid all of the construction costs assignable to

956 the Contractor or the applicability of subsections (a) and (b) of section 213 of the Reclamation

957 Reform Act of 1982 (96 Stat. 1269) once the Repayment Obligation is paid.

958

CERTIFICATION OF NONSEGREGATED FACILITIES

34. The Contractor hereby certifies that it does not maintain or provide for its 959 960 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 961 962 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 963 964 perform their services at any location under its control where segregated facilities are 965 maintained. The Contractor agrees that a breach of this certification is a violation of the Equal 966 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, 967 968 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 969 970 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, 971 disability, or otherwise. The Contractor further agrees that (except where it has obtained 972 identical certifications from proposed subcontractors for specific time periods) it will obtain 973 identical certifications from proposed subcontractors prior to the award of subcontracts 974 975 exceeding \$10,000 which are not exempt from the provisions of the Equal Employment 976 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 977 have submitted identical certifications for specific time periods): 978

 979
 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR

 980
 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.

986

MEDIUM FOR TRANSMITTING PAYMENT

987 35. (a) All payments from the Contractor to the United States under this Contract
988 shall be by the medium requested by the United States on or before the date payment is due. The
989 required method of payment may include checks, wire transfers, or other types of payment
990 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.

995

NOTICES

996 36. Any notice, demand, or request authorized or required by this Contract shall be 997 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or 998 delivered to the Area Manager, South-Central California Area Office, 1243 N Street, Fresno, 999 California 93721, Bureau of Reclamation, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Directors of the Westlands Water District 1000 1001 Distribution District No. 1, P.O. Box 6056, Fresno, California 93703-6056. The designation of the addressee or the address may be changed by notice given in the same manner as provided in 1002 1003 this Article for other notices.

1004

CONTRACT DRAFTING CONSIDERATIONS

1005 37. This amended Contract has been negotiated and reviewed by the parties hereto, 1006 each of whom is sophisticated in the matters to which this amended Contract pertains. The 1007 double-spaced Articles of this amended Contract have been drafted, negotiated, and reviewed by 1008 the parties, and no one party shall be considered to have drafted the stated Articles. Single-1009 spaced Articles are standard Articles pursuant to Bureau of Reclamation policy.

1010

CONFIRMATION OF CONTRACT

38. Promptly after the execution of this amended 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 amended Contract. This amended Contract shall not
be binding on the United States until the Contractor secures a final decree.

1016 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day

1017 and year first above written.

UNITED STATES OF AMERICA

1019		By:
1020		Regional Director
1021		Mid-Pacific Region
1022		Bureau of Reclamation
1023		WESTLANDS WATER DISTRICT DISTRIBUTION
1024		DISTRICT NO. 1
1025	(SEAL)	
1026		By:
1027		President of the Board of Directors
1028	Attest:	
1029	By:	
1030	Secretary of the B	Board of Directors

Irrigation and M&I Contract No. 14-06-200-8018-XXX

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

<u>CONTRACT BETWEEN THE UNITED STATES</u> <u>AND</u> <u>WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1</u> <u>PROVIDING FOR PROJECT WATER SERVICE</u> <u>AND FACILITIES REPAYMENT</u>

Exhibits

Exhibit A – Map of Contractor's Service Area This Exhibit is unchanged from current Contract.

Exhibit B - Rates and Charges

ş.

This Exhibit template is unchanged from current Contract and is updated annually. Rate Schedules may be found at: https://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html

Exhibit C - Repayment Obligation

This Exhibit template was developed during the WIIN Act Negotiations. Relevant data will be incorporated upon contract execution.

EXHIBIT B WESTLANDS WATER DISTRICT (ASSIGNMENT FROM WIDREN WATER DISTRICT) 2019 Rates and Charges (Per Acre-Foot)

have a second	Irrigation	M&I ³		
	Water	Water		
	SLC	SLC		
COST-OF-SERVICE (COS) RATE				
Construction Costs	\$68.25			
DMC Aqueduct Intertie	\$1.11			
O&M Components				
Water Marketing	\$7.07			
Storage	\$14.52			
Credit for other PUE Remittance ¹	(\$9.74)			
Direct Pumping				
American Recovery and Reinvestment Act (ARRA)	\$0.00			
TOTAL COS RATE	\$81.21			
Project Use Energy Payment ²				
Direct Pumping	\$12.63			
Other PUE Remittance	\$9.74			
IRRIGATION FULL-COST RATE	1			
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	\$117.71			
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	\$151.30			
CHARGES AND ASSESSMENTS (Payments in addition to Rates)				
P.L. 102-575 Surcharge (Restoration Fund Payment) [Section 3407(d)(2)(A)]	\$10.63	10.000 100 100 000 000		
P.L. 106-377 Assessment (Trinity Public Utilities District) [Appendix B, Section 203]	\$0.30			

EXPLANATORY NOTES

- 1 Project Use Energy payment is being remitted to Western Area Power Auithority for storage and direct pumping based on the deliveries of a select few contractors. The rates for the select few contractors are reduced as a credit in the O&M rates. All Contractors will ultimately pay for the storage and direct pumping service but as an offset to the amount paid by the select few.
- 2 Project Use Energy payment is in addition to the Contract Rate and Full-Cost Water Rates. Refer to the water rate books for more information.
- 3 The Contractor has not projected any delivery of M&I Water for the 2019 contract year. A temporary M&I Rate will be applied upon any M&I water delivery.

The CVP M&I Water Shortage Policy per EIS/EIR dated August 2015 and Record of Decision dated November 2015 defines the M&I Historic Use as the average quantity of CVP water put to beneficial use during the last three years of water deliveries, unconstrained (100% allocation) by the availability of CVP water for South of the Delta. Contractor's last three years in acre feet (AF) are: 2006 = 0 AF; 2011 = 0 AF; 2017 = 0 AF; equals a M&I Historic use average quantity of 0 AF.

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

Exhibit B

Points of Diversion on the San Luis Canal:

MP-104.18 Lat.1R, MP-105.2L, MP-105.22 Lat.1L, MP-105.23 Lat.2R, MP-106.35 Lat.2L, MP-108.39 Lat.3L, MP-108.46 Lat.3R, MP-110.52 Lat. 4L, MP-111.93 Lat.5L, MP-113 Lat.6L, MP-113.77 Lat.4R, MP-114R, MP-114.64R, MP-114.90 Lat.5R, MP-114.92R, MP-116.02R, MP-116.32R, MP-116.91R, MP-117.51 Lat.8L, MP-117.51R, MP-118.44 Lat.7R, MP-118.46R, MP-119.56R A&B, MP-119.63 Lat.8R, MP-119.63R ABC, MP-120.77 Lat.9L, MP-120.86R, MP-120.87R A&B, MP-121.92 Lat.10L, MP-122.02R, MP-122.05R, MP-122.59R, MP-123.89R, MP-124.16R, MP-124.18 Lat.11L, MP-124.19R, MP-125.36R, MP-126.65 Lat.12L, MP-128.49R, MP-128.57 Lat.11R, MP-128.78R, MP-129.88 Lat.13L, MP-130.85 Lat.14L, MP-131.70 Lat.15L, MP-132.74 Lat.12R, MP-132.81 Lat.16L, MP-133.81 Lat.17L, MP-133.81 Lat.13R, MP-134.94 Lat.18L, MP-135.96 Lat.14R, MP-136.05 Lat.19L, MP-137.00 Lat.15R, MP-137.11 Lat.20L, MP-138.14 Lat.16R, MP-138.29 Lat.21L, MP-139.27 Lat.17R, MP-139.39 Lat.22L, MP-140.48 Lat.18R, MP-140.57 Lat.23L, MP-141.29R, MP-141.53 Lat.19R, MP-141.60 Lat.24L, MP-142.57R, MP-142.60R A&B, MP-143.16, MP-145.26 Lat.25L, MP-145.32 Lat.20R, MP-147.02 Lat.26L, MP-147.75R, MP-147.77R, MP-149.12 Lat.27L, MP-149.55 Lat.21R, MP-149.59R, MP-150.48R, MP-150.88 Lat.28L, MP-151.19 Lat.22R, MP-152.35 Lat.29L, MP-154.11 Lat.30L, MP-156.34 Lat.23R, MP-156.40 Lat.31L, MP-158.47 Lat.32L, MP-158.47 Lat.24R, MP-160.45 Lat.33L, MP-160.45 Lat.25R, MP-161.60 Lat.34L, MP-161.60 Lat.26R, MP-162.63 Lat.35L, MP-163.59L, MP-163.69 Lat.36L, MP-163.69 Lat.27R, MP-164.79 Lat.28R, MP-167.04 Lat.37L, MP-167.84 Lat.29R, MP-169.30 Lat.38L, MP-171.51 Lat.30R

Irrigation and M&I Contract No. 14-06-200-8018-XXX Exhibit C Template

used on Unpaid Construction (From 2018 or 2019 of the Water Rate Boo

in. + abl Colculation under the WIIN Act. Contine 4011 (a) (2)

webakment onuPariou.	current calculation under	the mina wer second anti fal fr	1

Represents an Example of Cost to Repay Construction Ba

Contractor: Facility: Contract:

Contractor A San Luis Canal (This does not include Delta-Mendota Pool or Canal) Contract Number #:

		U	Inpaid Cost		Discount
Construction (lost (Excludes Intertie):	\$	2,000,000	\$	1,860,792
Intertie Constr	uction Cost:	\$	50,000	\$	36,962
Total		5	2,050,000	\$	1,897,754
If Paid in Instal	Iments (1/2 of 20 yr CMT)				
	Due				
Payment 1	1-Jan-20			5	492,663
Payment 2	1-Jan-21			5	492,663
Payment 3	1-Jan-22			s	492,663
Payment 4	1-Jan-23			\$	492,663
Total Installme	nt Payments			\$	1,970,653
20 yr CMT Rate	s-4/23/2018				3 0505
Discount Rate:	1/2 of 20 yr CMT (Will Act, Section	on 4011(a)(2)(A) & f)			1.5253

M&I Construction Cost (2018 of 2015	Mai Ratebook, Sched	wie	A-2Ba
La recentration of the second s		Un	paid Cost
Construction Cost *:		5	300,000
* Excludes interest to payment date as interes	st will be computed as an	100	leave
expense as usual			

		_					-		-				1	
1		Unpaid A	lloca	ted Constru	ctio	n Cost		Unp	aid I	ntertie Construction) Cos	at 🛛		Total
		Beginning	St	raight Line		Present	8	eginning		Straight Line	1	Present		Present
iscal Yr	Balance		Repayment			Value	Balance		Repayment		Value		Values	
2018	\$	2,000,000	\$	153,846	\$	153,846	5	50,000	\$	1,087	\$	1,087	\$	154,93
2019	s	1,846,154	\$	153,846	\$	153,846	5	48,913	\$	1,087	s	1,087	5	154,93
2020	s	1,692,308	s	153,845	\$	152,115	5	47,826	\$	1,087	5	1,075	5	153,19
2021	\$	1,538,462	\$	153,846	\$	149,831	5	46,739	5	1,087	\$	1,059	5	150,89
2022	\$	1,384,615	\$	153,846	\$	147,580	\$	45,652	5	1,087	\$	1,043	\$	148,62
2023	5	1,230,769	5	153,846	5	145,364	5	44,565	\$	1,087	\$	1,027	5	146,35
2024	\$	1,076,923	5	153,845	\$	143,180	\$	43,478	s	1,087	\$	1,012	5	144,15
2025	\$	923,077	\$	153,846	s	141,029	\$	42,391	\$	1,087	s	996	5	142,02
2026	5	769,231	5	153,846	\$	138,911	\$	41,301	5	1,087	Ś	981	5	139,89
2027	\$	615,385	5	153,846	s	136,824	5	40,217	\$	1,087	5	967	5	137,75
2028	s	461,538	S	153,846	ŝ	134,769	5	39,130	s	1,087	s	952	5	135,72
2029	\$	307,692	5	153,845	\$	132,745	Ś	38,043	\$	1,087	\$	938	5	133,68
2030	\$	153,846	5	153,846	s	130,751	\$	36,957	5	1,087	\$	924	5	131,67
2031-63					1		\$	35,870	5	35,870	\$	23,815	5	23,81
otal, Lump Su	m P	ayment			\$	1,860,792					\$	36,962	5	1,897,75

* Water Rate Charges and payments are a requirement under the existing and amendatory contract. If at a later date charges are updated based on Regional and Area Office reviews, any unpaid charges are still due.

EXHIBIT D

RESOLUTION NO. 104-20

WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1

A RESOLUTION OF THE BOARD OF DIRECTORS:

AUTHORIZING THE FILING OF NOTICES OF STATUTORY EXEMPTION AND CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR APPROVAL OF AND AUTHORIZATION TO EXECUTE THE CONTRACT BETWEEN THE UNITED STATES AND WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1 PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT,

AUTHORIZING APPROVAL, EXECUTION, AND DELIVERY OF THE CONTRACT BETWEEN THE UNITED STATES AND WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1 PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT, AND

AUTHORIZING ACTIONS IN FURTHERANCE THEREOF

WHEREAS, on November 27, 1959, Broadview Water District (Broadview) and the United States entered into a contract for water service, herein referred to as, Contract No. 14-06-200-8092 (the "Original Contract") as amended on May 15, 1963, which provided for the delivery of up to 27,000 acre feet of water diverted through Central Valley Project facilities. Upon expiration of the Original Contract, Broadview entered into successive interim renewal contracts with the United States of America providing for water service, including Contract No. 14-06-200-8092-IR9 ending on February 28, 2007; and

WHEREAS, on March 1, 2007, Westlands Water District Distribution District No.1 (District), Broadview and the United States through the Bureau of Reclamation entered into an agreement for assignment (Assignment Contract 14-06-200-8092-IR9) of Broadview's water service contract. Under this Assignment Contract, Broadview assigned its right, title and interest to 27,000 acre-feet of its water service contract to the District; and

WHEREAS, the District has entered into successive interim renewal contracts with the United States of America providing for water service including the current Contract No. 14-06-200-8092-IR16 (Existing Interim Renewal Contract) ending on February 29, 2020; and

WHEREAS, the United States has tendered a form of an interim renewal contract to the District, Renewal Contract No. 14-06-200-8092-IR17, (Interim Renewal Contract) which provides for the delivery of water diverted through Central Valley Project facilities under terms that are substantially the same as the Existing Interim Renewal Contract, which if executed, would remain in effect through February 28, 2022; and

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

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

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

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

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

WHEREAS, on or about April 23, 2018, pursuant to WIIN Act, 4011(a)(1), the District requested that United States Bureau of Reclamation initiate the process to convert its water service contract to a repayment contract.

WHEREAS, pursuant to and consistent with the WIIN Act, the United States and the District negotiated terms and conditions that convert the Existing Interim Renewal Contract to a repayment contract, and those terms and conditions are reflected in the attached Converted Contract between the United States and Westlands Water District Distribution District No. 1 providing for Project Water Service and Facilities Repayment, which is incorporated herein by this reference (Converted Contract); and WHEREAS, the Converted Contract also reflects the current standard terms and conditions required by the Reclamation Manual; and

WHEREAS, the Converted Contract continues water service to the District within established parameters, in the same scope and nature of the ongoing Central Valley Project and its existing facilities; and

WHEREAS, the United States has determined that the District has fulfilled all of its obligations under the Existing Interim Renewal Contract; and

WHEREAS, the District has demonstrated to the satisfaction of the Contracting Officer that the District has utilized the Project Water supplies available to it for reasonable and beneficial use and expects to utilize fully for reasonable and beneficial use the quantity of Project Water to be made available to it pursuant to the Converted Contract; and

WHEREAS, water obtained from the Project has been relied upon by urban and agricultural areas within California for more than 50 years, and is considered by the District as an essential portion of its water supply; and

WHEREAS, the economies of regions within the Project, including the District's, depend upon the continued availability of water, including water service from the Project; and

WHEREAS, it is imperative to the District and its landowners that the District continue water service to lands within the District for beneficial use, and the District therefore proposes to enter into the Converted Contract, and

WHEREAS, under the Converted Contract, ongoing receipt and delivery of water will continue with no expansion of service and no new facilities constructed because the District will deliver the water received under the Converted Contract: (1) to lands within the District's boundaries for beneficial use and that have been in production, and (2) through existing facilities; and

WHEREAS, the District has reviewed the terms and conditions of the Converted Contract and finds the form and content thereof to be acceptable to the District and appropriate for execution; and

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

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED as follows:

1. The facts set forth in the recitals above and in the documents referenced therein are true and correct, and the Board so finds and determines.

 The Converted Contract will not create any effects specified in Title 14 of the California Code of Regulations, Section 15300.2.

3. Executing the Converted Contract is statutorily exempt from compliance with the California Environmental Quality Act as provided in the California Public Resources Code and implemented through Title 14 of the California Code of Regulations, Sections 15260 through 15285, with particular reference to Section 15261, because it is merely a continuation of a project approved, funded and fully operated prior to November 23, 1970, and no modification or alteration in the Central Valley Project or the amount of water delivered is proposed.

4. Execution of the Converted Contract is exempt from the California Environmental Quality Act based on its record of proceedings showing that the Converted Contract continues water service to the District within established parameters, in the same scope and nature of the ongoing Central Valley Project and its existing facilities; it involves no increase in existing service; and no new construction, expansion, or any modification to the existing distribution system; nor any change in the source of water to be delivered, or the uses to which such supplies will be put.

5. Execution of the Converted Contract is categorically exempt from compliance with the California Environmental Quality Act as provided in Title 14 of the California Code of Regulations, Section 15300 through 15333, with particular reference to Section 15301, because it merely provides for continued operation of existing facilities.

6. The District shall prepare and file a Notice of Exemption with the Clerks of Fresno and Kings Counties and the Office of Planning and Research (State Clearinghouse) as provided for in Title 14 of the California Code of Regulations, Section 15062(b), in substantially the forms attached hereto as Exhibit A.

7. The Converted Contract in substantially the form presented to the Board and on file with the Secretary is hereby approved.

8. The President of the District is hereby authorized to execute and deliver the Converted Contract in substantially the form attached hereto, with such additional changes and/or modifications as are approved by the President of the District, its General Manager, and its General Counsel.
9. The District's officers, staff, and consultants are authorized and directed to take all additional actions they deem necessary or appropriate in order to carry out the intent of this resolution.

10. A certified copy of this resolution shall be prepared and transmitted by the District's Secretary to the United States Bureau of Reclamation.

Adopted at a regular meeting of the Board of Directors, at Fresno, California, this 21st day of January, 2020.

AYES: Directors Anderson, Bourdeau, Coelho, Errotabere, Enos, Ferguson, Neves, Nunn and Peracchi

NOES: None

ABSENT: None

Bobbie Ormonde, District Secretary

Notice of Exemption

Appe	ndix	E	

Print Form

To:	Office of Planning and Research
	P.O. Box 3044, Room 113
	Sacramento, CA 95812-3044
	Marcalana tan 1004 630 ang ang ang asar

From: (Public Agency): Westlands Water District P.O. Box 6056

Fresno, CA 93703-6056

(Address)

Project Title: Westlands Water District Distribution District No. 1 Central Valley Project Water Repayment Contract #14-06-200-8092-XXX (Broadview Assignment Conversion to Repayment)

Project Applicant: Westlands Water District - Distribution District No. 1

Project Location - Specific:

County Clerk County of: Fresno

2221 Kern Street Fresno, CA 93721

Within the boundaries of the Westlands Water District

Project Location - City: Not Applicable

Description of Nature. Purpose and Beneficiaries of Project:

of Project:

Project Location - County:

Fresno and Kings

The project is the execution of Contract #14-06-200-8092-XXX (Broadview Assignment), which would convert Westlands Water District Distribution District No. 1's (District) existing water service contract to a repayment contract that provides the terms and conditions for water service with the United States Bureau of Reclamation (USBR) for the purpose of continuing delivery of Central Valley Project water within established parameters to lands within the District's existing service area boundary. The beneficiaries of the project are the District, its landowners, and water users. The USBR is a party to the bilateral agreement and as such is a recipient of the District's approval (Pub. Resources Code, §§21065, 21167.6,5). The project is entirely administrative in scope.

Name of Public Agency Approving Project: Westlands Water District - Distribution District No. 1

Name of Person or Agency Carrying Out Project: Westlands Water District - Distribution District No. 1

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: CEQA Guidelines, §15301
- Statutory Exemptions. State code number: CEQA Guidelines, §15261

Reasons why project is exempt:

The project is statutorily exempt from compliance with the California Environmental Quality Act as provided in Title 14 of the California Code of Regulations, Section 15261, because it is merely a continuation of a project approved, funded and fully operated prior to November 23, 1970 and no modification or alteration in the Central Valley Project or the amount of water delivered is proposed.

The project is also exempt under 14 CCR 15301 as it provides for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The Project is wholly administrative in scope as the project involves no construction, alteration, or expansion of an existing use.

Lead Agency Contact Person: Jose Gutierrez Area Code/Telephone/Extension: (559) 241-6215

If filed by applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a Notice of Exemption been filed by the public agency approving the project?
 Yes No

Signature: Date: January 22, 2020 Title: Chief Operating Officer

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Rece Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

Revised 2011

NOTICE OF EXEMPTION

To: х Office of Planning and Research/State Clearinghouse P.O. Box 3044, 1400 Tenth Street, Room 222 Sacramento, CA 95812-3044 County Clerk/County Recorder D. County of Fresno 2220 Tulare Street Fresno, CA 93721 х County Clerk/County Recorder County of Kings **County Government Center** 1400 West Lacey Boulevard Hanford, CA 93230 From: X Westlands Water District

- Prom: X Westlands Water District P.O. Box 6056 Fresno, CA 93703
- Project Title: Westlands Water District Distribution District No. 1 Central Valley Project Water Repayment Contract #14-06-200-8092-XXX (Broadview Assignment Conversion to Repayment).

Project Applicant: Westlands Water District - Distribution District No. 1

Project Location - Specific: Within the boundaries of the Westlands Water District.

Project Location – City: Not Applicable Project Location – County: Fresno and Kings.

Description of Nature, Purpose and Beneficiaries of Project:

The project is the execution of Contract #14-06-200-8092-XXX (Broadview Assignment), which would convert Westlands Water District Distribution District No. 1's (District) existing water service contract to a repayment contract that provides the terms and conditions for water service with the United States Bureau of Reclamation (USBR) for the purpose of continuing delivery of Central Valley Project water within established parameters to lands within the District's existing service area boundary. The beneficiaries of the project are the District, its landowners, and water users. The USBR is a party to the bilateral agreement and as such is a recipient of the District's approval (Pub. Resources Code, §§21065, 21167.6.5). The project is entirely administrative in scope.

Name of Public Agency Approving Project: Westlands Water District - Distribution District No. 1

Name of Person or Agency Carrying Out Project: Westlands Water District - Distribution District No. 1

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- X Categorical Exemption. State type and section number: CEQA Guidelines, §15301
- X Statutory Exemptions. State code number: CEQA Guidelines, §15261

Appendix E

Reasons why project is exempt:

The project is statutorily exempt from compliance with the California Environmental Quality Act as provided in Title 14 of the California Code of Regulations, Section 15261, because it is merely a continuation of a project approved, funded and fully operated prior to November 23, 1970 and no modification or alteration in the Central Valley Project or the amount of water delivered is proposed.

The project is also exempt under 14 CCR 15301 as it provides for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The Project is wholly administrative in scope as the project involves no construction, alteration, or expansion of an existing use.

Lead Agency

Contact Person: Jose Gutierrez

Area Code/Telephone/Extension: (559) 241-6215

If filed by applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a Notice of Exemption been filed by the public agency approving the project? X YES NO

Signature:

Date: January 22, 2020 Title: Chief Operating Officer

X Signed by Lead Agency X Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Reference: Sections 21108, 21152, and 21152.1, Public Resources Code. Date Received for filing at OPR:

Revised 2011

Irrigation and M&I Contract No. 14-06-200-8092-XXX (Broadview Assignment)

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

CONTRACT BETWEEN THE UNITED STATES AND

WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1 PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT

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

<u>CONTRACT BETWEEN THE UNITED STATES</u> <u>AND</u> <u>WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1</u> <u>PROVIDING FOR PROJECT WATER SERVICE</u> AND FACILITIES REPAYMENT

1 THIS CONTRACT, made this day of 20, in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary thereto, 2 including, but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and 3 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70 4 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100 5 Stat. 3050), as amended Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), as 6 7 amended, and the Water Infrastructure Improvements for the Nation Act (Public Law 114-322, 8 130 Stat. 1628), Section 4011 (a-d) and (f) ("WIIN Act"), all collectively hereinafter referred to 9 as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter 10 referred to as the United States, and WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1, hereinafter referred to as the Contractor, a public agency of the State of 11 California, duly organized, existing, and acting pursuant to the laws thereof; 12 WITNESSETH, That: 13

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	-		

EXPLANATORY RECITALS

15 [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 16 control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and 17 restoration, generation and distribution of electric energy, salinity control, navigation, and other 18 19 beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries; and 20 [2nd] 21 WHEREAS, the United States constructed the Delta-Mendota Canal and related facilities, hereinafter collectively referred to as the Delta Division facilities, and the San Luis 22 23 Canal and related facilities, hereinafter collectively referred to as the San Luis Canal, which will 24 be used in part for the furnishing of water to the Contractor pursuant to the terms of this 25 Contract; and [3rd] WHEREAS, the Broadview Water District (District) and the United States 26 entered into Contract No. 14-06-200-8092, which provided the District, Central Valley Project 27 water from the Delta-Mendota Canal from November 27, 1959 to February 28, 1995; and 28 [4th] WHEREAS, the United States and the District entered into Contract No. 14-06-29 200-8092-IR1 and subsequent Interim Renewal Contracts 14-06-200-8092-IR2 through 14-06-30 31 200-8092-IR9, which provided for the continued water service to the District from March 1, 1995, through February 29, 2008; and 32 [5th] WHEREAS, the Contractor and the District executed an agreement on March 1, 33 2007, which assigned to the Contractor all right, title, and interest to Contract No. 14-06-200-34 8092-IR9; and 35 [6th] WHEREAS, the United States and the Contractor entered into Contract Number 36

37 14-06-200-8092-IR10 and subsequent Interim Renewal Contracts 14-06-200-8092-IR11 through

38	14-06-200-8092-IR16, the last of which is hereinafter referred to as the "Existing Contract",
39	which established terms for the delivery of Project Water to the Contractor from the Delta
40	Division and San Luis Canal, and which was in effect the date the WIIN Act was enacted; and
41	[7 th] WHEREAS, on December 16, 2016, the 114th Congress of the United States of
42	America enacted the WIIN Act; and
43	[8 th] WHEREAS, Section 4011(a)(1) provides that "upon request of the contractor, the
44	Secretary of the Interior shall convert any water service contract in effect on the date of
45	enactment of this subtitle and between the United States and a water users' association
46	[Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under
47	mutually agreeable terms and conditions."; and
48	[9 th] WHEREAS, Section 4011(a)(1) further provides that "the manner of conversion
49	under this paragraph shall be as follows: (A) Water service contracts that were entered into
50	under section (e) of the Act of August 4, 1939 (53 Stat. 1196), to be converted under this section
51	shall be converted to repayment contracts under section 9(d) of that Act (53 Stat. 1195)"; and
52	"(B) Water service contracts that were entered under subsection (c)(2) of section 9 of the Act of
53	August 4, 1939 (53 Stat. 1194), to be converted under this section shall be converted to a
54	contract under subsection (c)(1) of section 9 of that Act (53 Stat. 1195)."; and
55	[10 th] WHEREAS, Section 4011(a)(4)(C) further provides all contracts entered into
56	pursuant to Section 4011(a)(1), (2), and (3) shall "not modify other water service, repayment,
57	exchange, and transfer contractual rights between the water users' association [Contractor], and
58	the Bureau of Reclamation, or any rights, obligations, or relationships of the water users'
59	association [Contractor] and their landowners as provided under State law."; and

60	[11th] WHEREAS, Section 4011(d)(3) and (4) of the WIIN Act provides that
61	"implementation of the provisions of this subtitle shall not alter(3) the priority of a water
62	service or repayment contractor to receive water; or (4) except as expressly provided in this
63	section, any obligations under the Federal Reclamation law, including the continuation of
64	Restoration Fund charges pursuant to section 3407(d) (Pub. L. 102-575), of the water service and
65	repayment contractors making prepayments pursuant to this section."; and
66	[12 th] WHEREAS, upon the request of the Contractor, the WIIN Act directs the
67	Secretary to convert irrigation water service contracts and Municipal and Industrial (M&I) water
68	service contracts into repayment contracts, amend existing repayment contracts, and allow
69	contractors to prepay their construction cost obligations pursuant to applicable Federal
70	Reclamation law; and
71	[13th] WHEREAS, the United States has determined that the Contractor has to date
72	fulfilled all of its obligations under the Existing Contract; and
73	[14 th] WHEREAS, the Contacting Officer has determined that the Contractor has the
74	capability to fully utilize for reasonable and beneficial use, or shown projected future reasonable
75	and beneficial use for, the quantity of Project Water to be made available to it pursuant to this
76	Contract; and
77	[15 th] WHEREAS, the Contracting Officer and the Contractor agree that this Contract
78	complies with Section 4011 of the WIIN Act; and
79	[16 th] WHEREAS, the Contracting Officer and the Contractor agree to amend and
80	convert the Existing Contract pursuant to section 4011 of the WIIN Act and other Federal
81	Reclamation law on the terms and conditions set forth below;

	82	NOW, THEREFORE, in consideration of the mutual and dependent covenants herein
, D	83	contained, it is hereby mutually agreed by the parties hereto as follows:
L.	84	DEFINITIONS
â	85	1. When used herein unless otherwise distinctly expressed, or manifestly
4	86	incompatible with the intent of the parties as expressed in this Contract, the term:
4	87	(a) "Additional Capital Obligation" shall mean construction costs or other
1	88	capitalized costs incurred after the effective date of Contract or not reflected in the Existing
8	89	Capital Obligation as defined herein and in accordance with Section 4011, subsection (a)(2)(B)
9	90	and (a)(3)(B) of the Water Infrastructure Improvements for the Nation Act (Pub. L. 114-322, 130
9	91	Stat. 1628) ("WIIN Act");
5	92	(b) "Calendar Year" shall mean the period January 1 through December 31,
5	93	both dates inclusive;
9	94	(c) "Charges" shall mean the payments required by Federal Reclamation law
9	95	in addition to the Rates and Tiered Pricing Component specified in this Contract as determined
9	96	annually by the Contracting Officer pursuant to this Contract;
9	7	(d) "Contractor's Boundaries" shall mean the area to which the Contractor is
9	8	permitted to provide Project Water under this Contract;
9	9	(e) "CVPIA" shall mean the Central Valley Project Improvement Act, Title
10	0	XXXIV of the Act of October 30, 1992 (106 Stat. 4706);
10	1	(f) "Delivered Water" or "Water Delivered" shall mean Project Water made
10	2	available to the Contractor and diverted at the point(s) of delivery approved by the Contracting
10	3	Officer;

104	(g) "Eligible Lands" shall mean all lands to which Irrigation Water may be
105	delivered in accordance with Section 204 of the Reclamation Reform Act of October 12, 1982
106	(96 Stat. 1263), as amended;
107	(h) "Excess Lands" shall mean all lands defined as excess in Section 204 of
108	the Reclamation Reform Act of 1982, other than those lands exempt from acreage limitation
109	under Federal Reclamation law;
110	(i) "Existing Capital Obligation" shall mean the remaining amount of
111	construction costs or other capitalized costs allocable to the Contractor as described in section
112	4011, subsections (a)(2)(A) and (a)(3)(A) of the WIIN Act, and as identified in the Central
113	Valley Project Irrigation Water Rates and/or Municipal and Industrial Water Rates, respectively,
114	dated Month/Day/Year [specify ratebook year for all contractors.] [contractor specific to address
115	the intertie], as adjusted to reflect payments not reflected in such schedule. The Contracting
116	Officer has computed the Existing Capital Obligation and such amount is set forth in Exhibit C,
117	which is incorporated herein by reference;
118	(j) "Full Cost Rate" shall mean that water rate described in Sections 205(a)(3)
119	or 202(3) of the Reclamation Reform Act of 1982, whichever is applicable;
120	(k) "Ineligible Lands" shall mean all lands to which Irrigation Water may not
121	be delivered in accordance with Section 204 of the Reclamation Reform Act of 1982;
122 123 124	 "Irrigation Water" shall mean the use of Project Water to irrigate lands primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto;
125	(m) "Landholder" shall mean an individual or entity attributed with the total
126	irrigable acreage of one or more tracts of land situated in one or more districts owned and/or
127	operated under a lease which is served with Irrigation Water pursuant to a contract with the
128	United States;

129	(n) "Municipal and Industrial (M&I) Water" shall mean the use of Project
130	Water for municipal, industrial, and miscellaneous other purposes not falling under the definition
131	of "Irrigation Water" or within another category of water use under an applicable Federal
132	authority;
133	(o) "Operation and Maintenance" or "O&M" shall mean normal and
134	reasonable care, control, operation, repair, replacement and maintenance of Project facilities;
135	(p) "Operating Non-Federal Entity" shall mean a Non-Federal entity which
136	has the obligation to operate and maintain all or a portion of the Delta Division facilities and/or
137	San Luis Canal pursuant to an agreement with the United States;
138	(q) "Project" shall mean the Central Valley Project owned by the United
139	States and operated by the Department of the Interior, Bureau of Reclamation;
140	(r) "Project Contractors" shall mean all parties who have contracts for water
141	service for Project Water from the Project with the United States pursuant to Federal
142	Reclamation law;
143	(s) "Project Water" shall mean all water that is developed, diverted, stored, or
144	delivered by the United States in accordance with the statutes authorizing the Project and in
145	accordance with the terms and conditions of applicable water rights permits and licenses
146	acquired by and/or issued to the United States pursuant to California law;
147	(t) "Rates" shall mean the payments determined annually by the Contracting
148	Officer in accordance with the then current applicable water ratesetting policies for the Project;
149	(u) "Repayment Obligation" for Water Delivered as Irrigation Water shall
150	mean the Existing Capital Obligation discounted by ½ of the Treasury rate, which shall be the
151	amount due and payable to the United States, pursuant to section 4011(a)(2)(A) of the WIIN Act;
152	and for Water Delivered as M&I Water shall mean the amount due and payable to the United
153	States, pursuant to section 4011(a)(3)(A) of the WIIN Act;

154	(v) "Secretary" or "Contracting Officer" shall mean the Secretary of the
155	United States Department of the Interior or his duly authorized representative;
156	(w) "Tiered Pricing Component" shall be the incremental amount to be paid
157	for each acre-foot of Water Delivered as described in Article 7 of this Contract and as provided
158	for in Exhibit A;
159	(x) "Water Made Available" shall mean the estimated amount of Project
160	Water that can be delivered to the Contractor for the upcoming Year as declared by the
161	Contracting Officer, pursuant to subdivision (a) of Article 4 of this Contract;
162	(y) "Year" shall mean the period from and including March 1 of each
163	Calendar Year through the last day of February of the following Calendar Year.
164	TERM OF CONTRACT - RIGHT TO USE OF WATER
165	2. (a) This Contract shall be effective March 1, 2020, hereinafter known as the
166	"Effective Date", and shall continue so long as the Contractor pays applicable Rates and Charges
167	under this Contract, consistent with Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat.
168	1195) as applicable, and applicable law;
169	(1) <u>Provided</u> , That the Contracting Officer shall not seek to terminate
170	this Contract for failure to fully or timely pay applicable Rates and Charges by the Contactor,
171	unless the Contracting Officer has first provided at least sixty (60) calendar days written notice
172	to the Contractor of such failure to pay and the Contractor has failed to cure such failure to pay,
173	or to diligently commence and maintain full curative payments satisfactory to the Contracting
174	Officer within the sixty (60) calendar days' notice period;
175	(2) <u>Provided, further</u> , That the Contracting Officer shall not seek to
176	suspend making water available or declaring Water Made Available pursuant to this Contract for
177	non-compliance by the Contractor with the terms of this Contract or Federal law, unless the

178	Contracting Officer has first provided at least thirty (30) calendar days written notice to the
179	Contractor and the Contractor has failed to cure such non-compliance, or to diligently commence
180	curative actions satisfactory to the Contracting Officer for a non-compliance that cannot be fully
181	cured within the thirty (30) calendar days' notice period. If the Contracting Officer has
182	suspended making water available pursuant to this paragraph, upon cure of such non-compliance
183	satisfactory to the to the Contracting Officer, the Contracting Officer shall resume making water
184	available and declaring Water Made Available pursuant to this Contract;
185	(3) <u>Provided, further</u> , That this Contract may be terminated at any
186	time by mutual consent of the parties hereto.
187	(b) Upon complete payment of the Repayment Obligation by the Contractor,
188	and notwithstanding any Additional Capital Obligation that may later be established, the acreage
189	limitations, reporting, and Full Cost pricing provisions of the Reclamation Reform Act of 1982,
190	and subdivisions (g) Eligible Lands, (h) Excess Lands, and (k) Ineligible Lands of Article 1 of
191	this Contract shall no longer be applicable.
192	(c) Notwithstanding any provision of this Contract, the Contractor reserves
193	and shall have all rights and benefits under the Act of July 2, 1956 (70 Stat. 483), to the extent
194	allowed by law.
195	(d) Notwithstanding any provision of this Contract, the Contractor reserves
196	and shall have all rights and benefits under the Act of June 21, 1963 (77 Stat. 68), to the extent
197	allowed by law.
198	WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTOR
199	3. (a) Subject to the provisions set forth in Articles 11 and 12 of this Contract,
200	and consistent with applicable State water rights, permits, and licenses, the Contractor is entitled
201	to, and the Contracting Officer shall be obligated to make available to the Contractor up to

27,000 acre-feet of Project Water during any Year for Irrigation and/or Municipal and Industrial 202 203 purposes. The quantity of Project Water delivered to the Contractor in accordance with this 204 subdivision of this Article 3 in any Year shall be scheduled and paid for pursuant to the 205 provisions of Articles 4 and 7 of this Contract, and shall not exceed the quantity of Project Water 206 the Contractor intends to put to reasonable beneficial use within the Contractor's Boundaries or sold, transferred, or exchanged pursuant to Article 9 of this Contract. 207 208 (b) The Contractor shall utilize the Project Water made available to it 209 pursuant to this Contract in accordance with all applicable requirements of any Biological 210 Opinion addressing the execution of this Contract developed pursuant to Section 7 of the 211 Endangered Species Act of 1973 as amended, and in accordance with environmental documentation as may be required for specific activities, including conversion of Irrigation 212 Water to M&I Water. 213 (c) The Contractor shall make reasonable and beneficial use of Project Water 214 215 or other water furnished pursuant to this Contract. In addition, use of Project Water in a 216 groundwater recharge program shall be permitted under this Contract to the extent that it is 217 carried out in accordance with California law: Provided, however, That such groundwater 218 recharge program cannot be undertaken unless and until the Contractor submits a groundwater 219 management plan pursuant to California law that demonstrates that such groundwater recharge 220 program will result in a reasonable and beneficial use of such water. 221 (d) If the Contracting Officer determines that Project Water, or other water available to the Project, can be made available to the Contractor in addition to the quantity of 222 223 Project Water made available to the Contractor pursuant to subdivision (a) of this Article, the 224 Contracting Officer shall so notify the Contractor. If the Contractor requests the delivery of any

- quantity of such water, the Contracting Officer shall make such water available to the Contractorin accordance with applicable statutes, regulations, guidelines, and policies.
- (e) If the Contractor requests permission to reschedule for use during the
 subsequent Year some or all of the Project Water made available to the Contractor during the
 current Year or to use, during the current Year, that quantity of Project Water the United States
 has agreed to make available to the Contractor during the subsequent Year, the Contracting
 Officer may permit such uses in accordance with applicable statutes, regulations, guidelines, and
 policies.

(f) The Contractor's rights pursuant to Federal Reclamation law and
applicable State law to the beneficial use of water furnished pursuant to this Contract shall not be
disturbed so long as the Contractor shall fulfill all of its obligations under this Contract. Nothing
in the preceding sentence shall affect the Contracting Officer's ability to impose shortages under
subdivision (b) of Article 12 of this Contract.

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

(h) The Contractor's right pursuant to Federal Reclamation law and applicable
State law to the reasonable and beneficial use of the Water Delivered pursuant to this Contract
shall not be disturbed, and this Contract shall continue so long as the Contractor pays applicable
Rates and Charges under this Contract consistent with Section 9(d) or 9(c)(1) of the Act of
August 4, 1939 (53 Stat. 1195) as applicable, and applicable law. Nothing in the preceding

sentence shall affect the Contracting Officer's ability to impose shortages under Article 11 or
subdivision (b) of Article 12 of this Contract.

250

TIME FOR DELIVERY OF WATER

251 4. On or about February 20, of each Calendar Year, the Contracting Officer (a) shall declare the amount of Project Water estimated to be made available to the Contractor 252 253 pursuant to this Contract for the upcoming Year. The declaration will be updated monthly, as 254 necessary, based on current hydrologic conditions. The Contracting Officer shall make available 255 the forecast of Project operations, with relevant supporting information, upon the written request 256 of the Contractor or its representatives. Upon written request of the Contractor, the Contracting Officer shall provide the basis of the estimate which shall include, but not be limited to, a 257 monthly pumping forecast for the O'Neill Pumping Plant, the projected carryover of Project 258 259 reservoirs, projected CVPIA impacts, projected Endangered Species Act and all other regulatory impacts. 260

(b) On or before each March 1, the Contractor shall submit to the Contracting
Officer and at such other times as necessary, a written schedule, satisfactory to the Contracting
Officer, showing the times and quantities of Project Water to be delivered by the United States to
the Contractor pursuant to this Contract, and consistent with subdivision (a) of Article 3 of this
Contract.

(c) Subject to the conditions set forth in subdivision (a) of Article 3 of this
Contract, the United States shall deliver Project Water to the Contractor in accordance with the
initial schedule submitted by the Contractor pursuant to subdivision (b) of this Article, or any
revision(s) thereto submitted within a reasonable time prior to the date(s) on which the requested
change(s) is(are) to be implemented.

271	POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER	
272	5. (a) The Project Water to be furnished to the Contractor pursuant to this	
273	Contract shall be made available to the Contractor at either of the mileposts identified in Exhibit	
274	B in the quantities scheduled by the Contractor or at any additional point or points of delivery	
275	either on Delta Division facilities, the San Luis Canal, or another location or locations mutually	
276	agreed to in writing by the Contracting Officer and the Contractor: Provided, That prior to	
277	furnishing Project Water to the Contractor at the milepost on the San Luis Canal identified in	
278	Exhibit B, the Contractor shall obtain all necessary permits and/or licenses for the construction	
279	of the turnout facility on the San Luis Canal and complete the construction thereof. The	
280	Contracting Officer shall cooperate with the Contractor in obtaining any necessary permits	
281	and/or licenses.	
282	(b) The Contracting Officer shall make all reasonable efforts to maintain	
283	sufficient flows and levels of water in the Delta-Mendota Canal and/or the San Luis Canal to	
284	furnish Project Water to the Contractor at the full design capacity of the turnout(s) established as	
285	a delivery point(s) pursuant to subdivision (a) of this Article.	
286	(c) Irrigation Water furnished to the Contractor pursuant to this Contract shall	
287	be delivered by the Contractor in accordance with any applicable land classification provisions	
288	of Federal Reclamation law and the associated regulations. Project Water shall not be delivered	
289	to land outside the Contractor's Boundaries unless approved in advance by the Contracting	
290	Officer.	
291	(d) All Project Water delivered to the Contractor pursuant to this Contract	
292	shall be measured and recorded with equipment furnished, installed, operated, and maintained by	
293	the United States or the responsible Operating Non-Federal Entity at the point or points of	
294	delivery established pursuant to subdivision (a) of this Article. Upon the request of either party	

to this Contract, the Contracting Officer shall investigate the accuracy of such measurements and
shall take any necessary steps to adjust any errors appearing therein. The Contractor shall advise
the Contracting Officer on or before the 10th calendar day of each month of the quantity of M&I
Water taken during the preceding month.

299 (e) Neither the United States nor any Operating Non-Federal Entity shall be 300 responsible for the control, carriage, handling, use, disposal, or distribution of Project Water made available to the Contractor pursuant to this Contract beyond the delivery points specified in 301 subdivision (a) of this Article. The Contractor shall indemnify the United States its officers, 302 303 employees, agents, and assigns on account of damage or claim of damage of any nature 304 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 305 distribution of such Project Water beyond such delivery points, except for any damage or claim 306 307 arising out of (i) acts performed by the United States or any of its officers, employees, agents, or assigns, including any responsible Operating Non-Federal Entity, with the intent of creating the 308 situation resulting in any damage or claim; (ii) willful misconduct of the United States or any of 309 its officers, employees, agents, or assigns, including any responsible Operating Non-Federal 310 311 Entity, or (iii) negligence of the United States or any of its officers, employees, agents, or 312 assigns, including any responsible Operating Non-Federal Entity. MEASUREMENT OF WATER WITHIN THE DISTRICT 313 6. 314 Within five (5)-years of the effective date of this Contract, the Contractor (a) shall ensure that, unless the Contractor establishes an alternative measurement program 315 316 satisfactory to the Contracting Officer, all surface water delivered for irrigation purposes within

- 317 the Contractor's Boundaries is measured at each agricultural turnout and such water delivered for
- 318 Municipal and Industrial purposes is measured at each Municipal and Industrial service

319	connection. All water measuring devices or water measuring methods of comparable							
320	effectiveness must be acceptable to the Contracting Officer. The Contractor shall be responsible							
321	for installing, operating, and maintaining and repairing all such measuring devices and							
322	implementing all such water measuring methods at no cost to the United States. The Contractor							
323	shall use the information obtained from such water measuring devices or water measuring							
324	methods to ensure proper management of the water; to bill water users for water delivered by the							
325	Contractor; and, if applicable, to record water delivered for Municipal and Industrial purposes by							
326	customer class as defined in its water conservation plan. Nothing herein contained in this							
327	Article, however, shall preclude the Contractor from establishing and collecting any charges,							
328	assessments or other revenues authorized by California law. The Contractor shall include a							
329	summary of its annual surface water deliveries in the annual report described in subdivision (d)							
330	of Article 24 of this Contract.							
331	(b) Omitted.							
332	(c) All new surface water delivery systems installed within the Contractor's							
333	Boundaries after the effective date of this Contract shall also comply with the measurement							
334	provisions described in subdivision (a) of this Article.							
335	(d) The Contractor shall inform the Contracting Officer and the State of							
336	California in writing by April 30 of each Year of the monthly volume of surface water delivered							
337	within the Contractor's Boundaries during the previous Year.							
338 339	RATES, METHOD OF PAYMENT FOR WATER AND ACCELERATED REPAYMENT OF FACILITIES							
340	7. (a) Notwithstanding the Contractor's full prepayment of the Repayment							
341	Obligation pursuant to section 4011, subsection (a)(2)(A) and subsection (a)(3)(A) of the WIIN							
342	Act, as set forth in Exhibit C, and any payments required pursuant to section 4011, subsection (b)							

343	of the WIIN Act, to reflect the adjustment for the final cost allocation as described in this Article,
344	subsection (b), the Contractor's Project construction and other obligations shall be determined in
345	accordance with: (i) the Secretary's ratesetting policy for Irrigation Water adopted in 1988 and
346	the Secretary's then-existing ratesetting policy for M&I Water, consistent with the WIIN Act;
347	and such ratesetting policies shall be amended, modified, or superseded only through a public
348	notice and comment procedure; (ii) applicable Federal Reclamation law and associated rules and
349	regulations, or policies, and (iii) other applicable provisions of this Contract. Payments shall be
350	made by cash transaction, electronic funds transfers, or any other mechanism as may be agreed
351	to in writing by the Contractor and the Contracting Officer. The Rates, Charges, and Tiered
352	Pricing Component applicable to the Contractor upon execution of this Contract are set forth in
353	Exhibit "A," as may be revised annually
354	(1) The Contractor shall pay the United States as provided for in this
355	Article of this Contract for all Delivered Water at Rates, Charges, and Tiered Pricing Component
356	in accordance with policies for Irrigation Water and M&I Water. The Contractor's Rates shall
357	be established to recover its estimated reimbursable costs included in the Operation and
358	Maintenance component of the Rate and amounts established to recover deficits and other
359	charges, if any, including construction costs as identified in the following subdivisions.
360	(2) In accordance with the WIIN Act, the Contractor's allocable share
361	of Project construction costs will be repaid pursuant to the provisions of this Contract.
362	(A) The amount due and payable to the United States, pursuant
363	to the WIIN Act, shall be the Repayment Obligation. The Repayment Obligation has been
364	computed by the Contracting Officer in a manner consistent with the WIIN Act and is set forth
365	as a lump sum payment (M&I and Irrigation) and as four (4) approximately equal annual

366	installments (Irrigation Only) to be repaid no later than three (3) years after the effective date of
367	this Contract as set forth in Exhibit C. [There could be one or two exhibits in most cases due to
368	more than one service area (For Irrigation contractors and M&I contractors)] The Repayment
369	Obligation is due in lump sum by [Month, Day, Year] as provided by the WIIN Act. The
370	Contractor must provide appropriate notice to the Contracting Officer in writing no later than
371	thirty (30) days prior to [Month, Day, Year] [Division Level: consider the effective date of the
372	contract being converted] if electing to repay the amount due using the lump sum alternative. If
373	such notice is not provided by such date, the Contractor shall be deemed to have elected the
374	installment payment alternative, in which case, the first such payment shall be made no later than
375	[Month, Day, Year] [Division Level: consider the effective date of the contract being
376	converted]. The second payment shall be made no later than the first anniversary of the first
377	payment date. The third payment shall be made no later than the second anniversary of the first
378	payment date. The final payment shall be made no later than [Month, Day, Year] [no later than
379	the third anniversary of the effective date of the contract]. If the installment payment option is
380	elected by the Contractor, the Contractor may pre-pay the remaining portion of the Repayment
381	Obligation by giving the Contracting Officer sixty (60) days written notice, in which case, the
382	Contracting Officer shall re-compute the remaining amount due to reflect the pre-payment using
383	the same methodology as was used to compute the initial annual installment payment amount,
384	which is illustrated in Exhibit C. Notwithstanding any Additional Capital Obligation that may
385	later be established, receipt of the Contractor's payment of the Repayment Obligation to the
386	United States shall fully and permanently satisfy the Existing Capital Obligation.
387	(B) Additional Capital Obligations that are not reflected in, the
388	schedules referenced in Exhibit C and properly assignable to the Contractor, shall be repaid as

389	prescribed by the WIIN Act without interest except as required by law. Consistent with Federal						
390	Reclamation law, interest shall continue to accrue on the M&I portion of the Additional Capital						
391							
392							
393	the Additional Capital Obligation assigned to each Project contractor by the Secretary shall not						
394	be considered in determining the amounts to be paid pursuant to this subdivision (a)(2)(B),						
395	however, will be considered under subdivision (b) of this Article. A separate agreement shall be						
396	established by the Contractor and the Contracting Officer to accomplish repayment of the						
397	Additional Capital Obligation assigned to the Contractor within the timeframe prescribed by the						
398	WIIN Act, subject to the following:						
399	(1) If the collective Additional Capital Obligation						
400	properly assignable to the contractors exercising conversion under section 4011 of the WIIN Act						
401	is less than five million dollars (\$5,000,000), then the portion of such costs properly assignable						
402	to the Contractor shall be repaid not more than five (5)-years after the Contracting Officer						
403	notifies the Contractor of the Additional Capital Obligation; Provided, That the reference to the						
404	amount of five million dollars (\$5,000,000) shall not be a precedent in any other context.						
405	(2) If the collective Additional Capital Obligation						
406	properly assignable to the contractors exercising conversion under section 4011 of the WIIN Act						
407	is equal to or greater than five million dollars (\$5,000,000), then the portion of such costs						
408	properly assignable to the Contractor shall be repaid as provided by applicable Federal						
409	Reclamation law and Project ratesetting policy; Provided, That the reference to the amount of						
410	five million dollars (\$5,000,000) shall not be a precedent in any other context.						

411	(b) In the event that the final cost allocation referenced in Section 4011(b) of
412	the WIIN Act determines that the costs properly assignable to the Contractor are greater than
413	what has been paid by the Contractor, the Contractor shall be obligated to pay the remaining
414	allocated costs. The term of such additional repayment contract shall be not less than one (1)
415	year and not more than ten (10) years, however, mutually agreeable provisions regarding the rate
416	of repayment of such amount may be developed by the Contractor and Contracting Officer. In
417	the event that the final cost allocation indicates that the costs properly assignable to the
418	Contractor are less than what the Contractor has paid, the Contracting Officer shall credit such
419	overpayment as an offset against any outstanding or future obligations of the Contractor, with the
420	exception of Restoration Fund charges pursuant to section 3407(d) of Pub. L. 102-575.
421	(c) The Contracting Officer shall notify the Contractor of the Rates, Charges,
422	and Tiered Pricing Component as follows:
423	(1) Prior to July 1, of each Calendar Year, the Contracting Officer
424	shall provide the Contractor the preliminary calculation of the Charges that will be applied for
425	the period October 1, of the current Calendar Year, through September 30, of the following
426	Calendar Year, and identify the statutes, regulations and guidelines used as the basis for such
427	calculations. On or before September 15, of each Calendar Year, the Contracting Officer shall
428	notify the Contractor in writing of the Charges to be in effect during the period October 1, of the
429	current Calendar Year, through September 30, of the following Calendar Year, and such
430	notification shall revise Exhibit "A."
431	(2) Prior to October 1 of each Calendar Year, the Contracting Officer
432	shall make available to the Contractor an estimate of the Rates and Tiered Pricing Component
433	for Project Water for the following Year and the computations and cost allocations upon which

those Rates are based. The Contractor shall be allowed not less than two (2) months to review 434 435 and comment on such computations and cost allocations. By December 31 of each Calendar Year, the Contracting Officer shall provide the Contractor with the final Rates and Tiered Pricing 436 437 Component to be in effect for the upcoming Year, and such notification shall revise Exhibit "A." 438 (d) At the time the Contractor submits the initial schedule for the delivery of 439 Project Water for each Year pursuant to subdivision (b) of Article 4 of this Contract, the 440 Contractor shall pay the United States the total amount payable pursuant to the applicable Rate(s) 441 for all Project Water scheduled to be delivered pursuant to this Contract during the first two (2) 442 calendar months of the Year. Before the end of the first month or part thereof of the Year, and before the end of each calendar month thereafter, the Contractor shall pay pursuant to the 443 applicable Rate(s) for all Project Water scheduled to be delivered pursuant to this Contract 444 during the second month immediately following. Adjustments between the payments for the 445 scheduled amount of Project Water and the appropriate payments for quantities of Delivered 446 447 Water furnished pursuant to this Contract each month shall be made before the end of the 448 following month: Provided, That any revised schedule submitted by the Contractor pursuant to Article 4 of this Contract, which increases the amount of Project Water to be delivered pursuant 449 450 to this Contract during any month shall be accompanied with appropriate payment for Rates to 451 assure that Project Water is not furnished to the Contractor in advance of such payment. In any 452 month in which the quantity of Delivered Water furnished to the Contractor pursuant to this 453 Contract equals the quantity of Project Water scheduled and paid for by the Contractor, no 454 additional Project Water shall be made available to the Contractor unless and until payment of 455 Rates for such additional Project Water is made. Final adjustment between the payments of Rates for the Project Water scheduled and the quantities of Delivered Water furnished during 456

457 each Year pursuant to this Contract shall be made as soon as possible but no later than April 30th458 of the following Year.

The Contractor shall also make a payment in addition to the Rate(s) in 459 (e) subdivision (d) of this Article to the United States for Water Delivered, at the Charges and 460 461 appropriate Tiered Pricing Component then in effect, before the end of the month following the 462 month of delivery; Provided, That the Contractor may be granted an exception from the Tiered 463 Pricing Component pursuant to subdivision (k)(2) of this Article. The payments shall be 464 consistent with the quantities of Irrigation Water and M&I Water Delivered as shown in the 465 water delivery report for the subject month prepared by the Operating Non-Federal Entity or, if there is no Operating Non-Federal Entity, by the Contracting Officer. The water delivery report 466 shall be deemed a bill for the payment of Charges and applicable Tiered Pricing Component for 467 Water Delivered. Adjustment for overpayment or underpayment of Charges and the Tiered 468 Pricing Component shall be made through the adjustment of payments due to the United States 469 470 for Charges for the next month. Any amount to be paid for past due payment of Charges shall be computed pursuant to Article 18 of this Contract. 471

- 472 (f) The Contractor shall pay for any Project Water provided under subdivision
 473 (d) or (e) of Article 3 of this Contract as determined by the Contracting Officer pursuant to
 474 applicable statutes, regulations, guidelines, and policies.
- 475 (g) Payments to be made by the Contractor to the United States under this476 Contract may be paid from any revenues available to the Contractor.
- 477 (h) Revenues received by the United States pursuant to this Contract shall be
 478 allocated and applied in accordance with Federal Reclamation law, including but not limited to,
 479 subsection 3 of Section I of the Act of July 2, 1956 (70 Stat. 483), and subsection (f) of Section

480	3405, subsection (c)(l) of Section 3406 and subsection (d)(2)(A) of Section 3407 of the CVPIA,				
481	and the associated regulations, including but not limited to, the Project Irrigation Water				
482	ratesetting policy and the Project M&I Water ratesetting policy promulgated pursuant to the				
483	Administrative Procedures Act.				
484	(i) At the Contractor's request, the Contracting Officer shall provide to the				
485	Contractor an accounting of all of the expenses allocated and the disposition of all revenues				
486	received pursuant to this Contract in sufficient detail to allow the Contractor to determine that				
487	the allocation of expenses and disposition of all revenues received was accomplished in				
488	conformance with Federal Reclamation law and the associated regulations. The Contracting				
489	Officer and the Contractor shall enter into good faith negotiations to resolve any discrepancies or				
490	disputes arising out of said accounting of the Contractor's review thereof.				
491	(j) The parties acknowledge and agree that the efficient administration of this				
492	Contract is their mutual goal. Recognizing that experience has demonstrated that mechanisms,				
493	policies, and procedures used for establishing Rates, Charges, and Tiered Pricing Component,				
494	and/or for making and allocating payments, other than those set forth in this Article would be in				
495	the mutual best interest of the parties, it is expressly agreed that the parties may enter into				
496	agreements to modify the mechanisms, policies and procedures for any of those purposes while				
497	this Contract is in effect without amending this Contract.				
498	(k) 1. Beginning at such time as deliveries of Project Water in a Year				
499	exceed 80 percent of the Contract Total, then before the end of the month following the month of				
500	delivery the Contractor shall make an additional payment to the United States equal to the				
501	applicable Tiered Pricing Component. The Tiered Pricing Component for the amount of Water				
502	Delivered in excess of 80 percent of the Contract Total, but less than or equal to 90 percent of the				

503	Contract Total, shall equal one-half of the difference between the Rate established under							
504	subdivision (a) of this Article and the Irrigation Full Cost Water Rate or M&I Full Cost Water							
505	Rate, whichever is applicable. The Tiered Pricing Component for the amount of Water							
506	Delivered which exceeds 90 percent of the Contract Total shall equal the difference between (i)							
507	the Rate established under subdivision (a) of this Article and (ii) the Irrigation Full Cost Water							
508	Rate or M&I Full Cost Water Rate, whichever is applicable. For all Water Delivered pursuant to							
509	subdivision (a) of Article 3 of this Contract which is in excess of 80 percent of the Contract							
510	Total, this increment shall be deemed to be divided between Irrigation Water and M&I Water in							
511	the same proportion as actual deliveries of each bear to the cumulative total Water Delivered.							
512	2. Subject to the Contracting Officer's written approval, the							
513	Contractor may request and receive an exemption from such Tiered Pricing Component for							
514	Project Water delivered to produce a crop which the Contracting Officer determines will provide							
515	significant and quantifiable habitat values for waterfowl in fields where the water is used and the							
516	crops are produced; Provided, That the exemption from the Tiered Pricing Component for							
517	Irrigation Water shall apply only if such habitat values can be assured consistent with the							
518	purposes of the CVPIA through binding agreements executed with or approved by the							
519	Contracting Officer prior to use of such water.							
520	3. For purposes of determining the applicability of the Tiered Pricing							
521	Component pursuant to this Article, Water Delivered shall include Project Water that the							
522	Contractor transfers to others but shall not include Project Water transferred to the Contractor,							
523	nor shall it include the additional water provided to the Contractor under the provisions of							
524	subdivision (d) of Article 3 of this Contract.							

NON-INTEREST BEARING OPERATION AND MAINTENANCE DEFICITS 525 The Contractor and the Contracting Officer concur that at the time of execution of 526 8. this Contract, the Contractor has no non-interest bearing O&M deficits and shall have no further 527 liability therefor. 528 TRANSFERS OR EXCHANGES OF WATER 529 530 9. The right to Project Water provided for in this Contract may be sold, transferred, 531 or exchanged to others for beneficial uses within the State of California if such sale, transfer, or 532 exchange is authorized by applicable Federal laws, State laws, and applicable guidelines or 533 regulations then in effect. The right to sell, transfer, or exchange Project Water shall include, and the Contracting Officer shall apply this Article in a manner that does not impede or restrict, 534 535 lawful short-term sales, transfers, or exchanges of the type the District and Contractor 536 historically carried out with approval of the Contracting Officer under Contract No. 14-06-200-537 8092, as amended, assigned, and renewed. No sale, transfer, or exchange of the right to Project Water under this Contract may take place without the prior written approval of the Contracting 538 539 Officer. 540 APPLICATION OF PAYMENTS AND ADJUSTMENTS 541 10. (a) The amount of any overpayment by the Contractor shall be applied first to 542 any accrued indebtedness arising out of this Contract then due and payable by the Contractor. 543 Any amount of such overpayment then remaining shall, at the option of the Contractor, be 544 refunded to the Contractor or credited upon amounts to become due to the United States from the 545 Contractor under the provisions of this Contract in the following months. With respect to 546 overpayment, such adjustment shall constitute the sole remedy of the Contractor or anyone 547 having or claiming to have the right to the use of any of the water supply provide for in this 548 Contract.

549	(b) All advances for miscellaneous costs incurred for work requested by the					
550	Contractor pursuant to Article 23 of this Contract shall be adjusted to reflect the actual costs					
551	when the work has been completed. If the advances exceed the actual costs incurred, the					
552	difference will be refunded to the Contractor. If the actual costs exceed the Contractor's					
553	advances, the Contractor will be billed for the additional costs pursuant to Article 23 of this					
554	Contract.					
555	TEMPORARY REDUCTIONS - RETURN FLOWS					
556	11. (a) Subject to: (i) the authorized purposes and priorities of the Project; and (ii)					
557	the obligations of the United States under existing contracts, or renewals thereof, providing for					
558	water deliveries from the Project, the Contracting Officer shall make all reasonable efforts to					
559	optimize Project Water deliveries to the Contractor as provided in this Contract.					
560	(b) The United States may temporarily discontinue or reduce the quantity of					
561	Project Water to be delivered to the Contractor as herein provided for the purposes of					
562	investigation, inspection, maintenance, repair, or replacement of any of the Project facilities or					
563	any part thereof necessary for the delivery of Project Water to the Contractor, but so far as					
564	feasible the Contracting Officer will give the Contractor due notice in advance of such temporary					
565	discontinuance or reduction, except in case of emergency, in which case no notice need be given:					
566	Provided, That the United States shall use its best efforts to avoid any discontinuance or					
567	reduction in such service. Upon resumption of service after such reduction or discontinuance,					
568	and if requested by the Contractor, the United States will, if possible, deliver the quantity of					
569	Project Water which would have been delivered hereunder in the absence of such discontinuance					
570	or reduction: Provided, further, That with respect to any quantity of Project Water not delivered					
571	after a discontinuance or reduction the Contractor shall be relieved of its scheduling and payment					
572	obligations for such quantity of Project Water.					

573	(c) The United States reserves the right to all seepage and return flow water						
574	derived from water delivered to the Contractor under this Contract which escapes or is						
575	discharged beyond the Contractor's Boundaries: Provided, That this shall not be construed as						
576	claiming for the United States any right to seepage or return flow being put to reasonable and						
577	beneficial use pursuant to this Contract within the Contractor's Boundaries by the Contractor or						
578	those claiming by, through, or under the Contractor.						
579	CONSTRAINTS ON THE AVAILABILITY OF WATER						
580	12. (a) In its operation of the Project, the Contracting Officer will use all						
581	reasonable means to guard against a Condition of Shortage in the quantity of Project Water to be						
582	made available to the Contractor pursuant to this Contract. In the event the Contracting Officer						
583	determines that a Condition of Shortage appears probable, the Contracting Officer will notify the						
584	Contractor of said determination as soon as practicable.						
585	(b) If there is a Condition of Shortage because of inaccurate runoff forecasting						
586	or other similar operational errors affecting the Project; drought and other physical or natural						
587	causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer						
588	to meet current and future legal obligations, then, except as provided in subdivision (a) of Article						
589	17 of this Contract, no liability shall accrue against the United States or any of its officers,						
590	agents, or employees for any damage, direct or indirect, arising therefrom.						
590	agents, or employees for any damage, direct or indirect, arising merentom.						
591	(c) In any Year in which there may occur a shortage for any of the reasons						
592	specified in subdivision (b) of this Article, the Contracting Officer shall apportion the available						
593	Project Water supply among the Contractor and others entitled, under existing contracts and						
594	future contracts (to the extent such future contracts are permitted under subsections (a) and (b) of						
595	Section 3404 of the CVPIA) and renewals thereof, to receive Project Water consistent with the						
596	contractual obligations of the United States.						
597	(d) Subject to subdivision (c) of this Article, in any Year in which there may						
598	occur a shortage for any of the reasons specified in subdivision (b) of this Article, the						
599	Contracting Officer shall apportion the available Project Water among the Contractor and others						
600	entitled to receive Project Water from the Delta-Mendota Canal as follows:						

	Contract No. 14-06-200-8092-XXX			
601	(1) A determination shall be made of the total quantity of water			
602	scheduled to be delivered during the respective Year under all contracts then in force for the			
603	delivery of water from the Delta-Mendota Canal, the quantity so determined being herein			
604	referred to as the contractual commitments from the Delta-Mendota Canal.			
605	(2) The total quantity of water scheduled to be delivered to the			
606	Contractor from the Delta-Mendota Canal during the respective Year under subdivision (a) of			
607	Article 3 of this Contract shall be divided by the contractual commitments, the quotient thus			
608	obtained being herein referred to as the Contractor's contractual entitlement from the Delta-			
609	Mendota Canal.			
610	(3) The supply determined by the Contracting Officer to be available			
611	from the Delta-Mendota Canal shall be multiplied by the Contractor's contractual entitlement and			
612	the result shall be the quantity of water required to be delivered by the United States to the			
613	Contractor for the respective Year from the Delta-Mendota Canal.			
614	UNAVOIDABLE GROUNDWATER PERCOLATION			
615	13. (a) The Contractor shall not be deemed to have furnished Irrigation Water to			
616	Excess Lands or Ineligible Lands within the meaning of this Contract if such lands are irrigated			
617	with groundwater that reaches the underground strata as an unavoidable result of the furnishing			
618	of Irrigation Water by the Contractor to Eligible Lands.			
619	(b) Upon complete payment of the Repayment Obligation by the Contractor,			
620	this Article 13 shall no longer be applicable.			
621	COMPLIANCE WITH FEDERAL RECLAMATION LAWS			
622	14. The parties agree that the delivery of Irrigation Water or use of Federal facilities			
623	pursuant to this Contract is subject to Federal Reclamation law, including but not limited to, the			
624	Reclamation Reform Act of 1982 (43 U.S.C. 390aa et seq.), as amended and supplemented, and			
625	the rules and regulations promulgated by the Secretary of the Interior under Federal Reclamation			
626	law.			

627		PROTECTION OF WATER AND AIR QUALITY	
628	15. (a)	Omitted	
629	(b)	The United States will care for, operate and maintain reserved works in a	
630	No. 2	ves the quality of the water at the highest level possible as determined by the	
631		The United States does not warrant the quality of the water delivered to the	
632	· · · · · · · · · · · · · · · · · · ·	nder no obligation to furnish or construct water treatment facilities to	
633		e the quality of water delivered to the Contractor.	
634	(c)	The Contractor will comply with all applicable water and air pollution	
635	laws and regulation	s of the United States and the State of California; and will obtain all required	
636		from the appropriate Federal, State, or local authorities necessary for the	
637		the Contractor; and shall be responsible for compliance with all Federal,	
638		er quality standards applicable to surface and subsurface drainage and/or	
639		d through the use of Federal or Contractor facilities or Project Water	
640		ntractor within its Service Area.	
641	(d)	This Article shall not affect or alter any legal obligations of the Secretary	
642	to provide drainage	or other discharge services.	
643	WATER ACQU	JIRED BY THE CONTRACTOR OTHER THAN FROM THE UNITED	
644		STATES	
645	16. (a)	Water or water rights now owned or hereafter acquired by the Contractor	
646	other than from the	United States and Irrigation Water furnished pursuant to the terms of this	
647	Contract may be sin	nultaneously transported through the same distribution facilities of the	
648	Contractor subject t	o the following: (i) if the facilities utilized for commingling Irrigation Water	
649	and non-Project wat	er were constructed without funds made available pursuant to Federal	
650	Reclamation law, th	e provisions of Federal Reclamation law will be applicable only to the	
651	Landholders of land	s which receive Irrigation Water; (ii) the eligibility of land to receive	
652	Irrigation Water mu	st be established through the certification requirements as specified in the	
653	Acreage Limitation	Rules and Regulations (43 CFR Part 426); (iii) the water requirements of	
654	Eligible Lands with	n the Contractor's Boundaries can be established and the quantity of	
655	Irrigation Water to b	e utilized is less than or equal to the quantity necessary to irrigate such	
656	Eligible Lands; and	(iv) if the facilities utilized for commingling Irrigation Water and non-	

Project water are constructed with funds made available pursuant to Federal Reclamation law,
the non-Project water will be subject to Federal Reclamation law, until such funds have been
repaid.

660 (b) Upon complete payment of the Repayment Obligation by the Contractor,661 this Article 16 shall no longer be applicable.

662

OPINIONS AND DETERMINATIONS

17. Where the terms of this Contract provide for actions to be based upon the (a) 663 opinion or determination of either party to this Contract, said terms shall not be construed as 664 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or 665 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly 666 667 reserve the right to relief from and appropriate adjustment for any such arbitrary, capricious, or 668 unreasonable opinion or determination. Each opinion or determination by either party shall be 669 provided in a timely manner.

670 (b) The Contracting Officer shall have the right to make determinations 671 necessary to administer this Contract that are consistent with the expressed and implied 672 provisions of this Contract, the laws of the United States and the State of California, and the 673 rules and regulations promulgated by the Secretary. Such determinations shall be made in 674 consultation with the Contractor to the extent reasonably practicable.

675

CHARGES FOR DELINQUENT PAYMENTS

676 18. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinguent payments. If a payment is not received by the due date, the Contractor 677 shall pay an interest charge on the delinquent payment for each day the payment is delinquent 678 679 beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in 680 addition to the interest charge, an administrative charge to cover additional costs of billing and 681 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 682 payment is delinquent beyond the due date, based on the remaining balance of the payment due 683

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.

690 (c) When a partial payment on a delinquent account is received, the amount 691 received shall be applied first to the penalty charges, second to the administrative charges, third 692 to the accrued interest, and finally to the overdue payment.

693

EQUAL EMPLOYMENT OPPORTUNITY

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

695 (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 696 origin. The Contractor will take affirmative action to ensure that applicants are employed, and 697 that employees are treated during employment, without regard to their race, color, religion, sex, 698 sexual orientation, gender identity, or national origin. Such action shall include, but not be 699 limited to, the following: employment, upgrading, demotion, or transfer; recruitment or 700 recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and 701 selection for training, including apprenticeship. The Contractor agrees to post in conspicuous 702 703 places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause. 704

(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.

The Contractor will not discharge or in any other manner discriminate 709 (c) 710 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 711 712 employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such 713 employee's essential job functions discloses the compensation of such other employees or 714 applicants to individuals who do not otherwise have access to such information, unless such 715 disclosure is in response to a formal complaint or charge, in furtherance of an investigation, 716 proceeding, hearing, or action, including an investigation conducted by the employer, or is 717 consistent with the Contractor's legal duty to furnish information. 718

(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 September 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 its 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 September 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.

740 (h) 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 741 Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 742 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 743 744 Contractor will take such action with respect to any subcontract or purchase order as may be 745 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 746 is threatened with, litigation with a subcontractor or vendor as a result of such direction, the 747 748 Contractor may request the United States to enter into such litigation to protect the interests of the United States. 749

750

GENERAL OBLIGATION - BENEFITS CONDITIONED UPON PAYMENT

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

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the Contractor through Project facilities during any period in which the Contractor is in arrears in the advance payment of water rates due the United States. The Contractor shall not deliver water under the terms and conditions of this Contract for lands or parties that are in arrears in the advance payment of water rates as levied or established by the Contractor.

762

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

21. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 763 (Pub, L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub, L. 93-112, Title V, as 764 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title 765 III: 42 U.S.C. 6101, et seq.), Title III of the Americans with Disabilities Act of 1990 (Pub. L. 766 101-336; 42 U.S.C. § 12181, et seq.), and any other applicable civil rights laws, and with the 767 applicable implementing regulations and any guidelines imposed by the U.S. Department of the 768 Interior and/or Bureau of Reclamation. 769

(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.

777 (c) The Contractor makes this Contract in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other 778 779 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 780 781 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 782 agreements made in this Article and that the United States reserves the right to seek judicial 783 enforcement thereof. 784

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

787

PRIVACY ACT COMPLIANCE

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

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

(c) The Contracting Officer or a designated representative shall provide the
 Contractor with current copies of the Department of the Interior Privacy Act regulations and the
 Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Interior/WBR-

31, Acreage Limitation) which govern the maintenance, safeguarding, and disclosure of
 information contained in the Landholders' certification and reporting records.

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

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

815

(f) Upon complete payment of the Repayment Obligation by the Contractor,

816 this Article 22 will no longer be applicable.

817

CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

818 23. In addition to all other payments to be made by the Contractor pursuant to this

819 Contract, the Contractor shall pay to the United States, within sixty (60) days after receipt of a

820 bill and detailed statement submitted by the Contracting Officer to the Contractor for such

specific items of direct cost incurred by the United States for work requested by the Contractor

822 associated with this Contract plus a percentage of such direct costs for administrative and general

823 overhead in accordance with applicable Bureau of Reclamation policy and procedures. All such

amounts referred to in this Article shall not exceed the amount agreed to in writing in advance by

825 the Contractor. This Article shall not apply to costs for routine contract administration.

826

WATER CONSERVATION

827 24. (a) Prior to the delivery of water provided from or conveyed through
828 Federally constructed or Federally financed facilities pursuant to this Contract, the Contractor
829 shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation
830 Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

Additionally, an effective water conservation and efficiency program shall be based on the 831 Contractor's water conservation plan that has been determined by the Contracting Officer to meet 832 the conservation and efficiency criteria for evaluating water conservation plans established under 833 Federal law. The water conservation and efficiency program shall contain definite water 834 835 conservation objectives, appropriate economically feasible water conservation measures, and 836 time schedules for meeting those objectives. 837 (b) Should the amount of M&I Water delivered pursuant to subdivision (a) Article 3 of this Contract equal or exceed 2,000 acre-feet per Year, the Contractor shall 838 implement the Best Management Practices identified by and the time frames issued by the Mid-839 840 Pacific Region's then-existing conservation and efficiency criteria for such M&I Water unless any such practice is determined by the Contracting Officer to be inappropriate for the Contractor. 841 842 As part of the water conservation program, the Contractor shall develop (c) and be implementing a tiered block water pricing program that promotes conservation and the 843 844 efficient management of Project Water within eighteen (18) months of the effective date of this 845 Contract. Such pricing program for Project Water shall take into account all relevant 846 circumstances, including without limitation, water shortages imposed under this Contract and the 847 availability and cost of the Contractor's and individual water user's non-Project alternative

sources of supply, including groundwater and other non-Project water supplies, so that the

849 Contractor's pricing structure provides incentives for conservation and the efficient management

850 of overall water supply available to water users served by the Contractor. <u>Provided</u>, That no

such tiered block water pricing program need be implemented by the Contractor if the

852 Contracting Officer determines, based on information provided by the Contractor, that (i) such a

853 pricing structure will not result in significant conservation of water available for use within the

34

854	Contractor's Boundaries, including groundwater or (ii) other pricing program, conservation, or
855	management measures are more appropriate and/or will result in comparable or better
856	conservation of the water supplies available within the Contractor's Boundaries. Provided.
857	further. That if the Contractor fails to, or elects not to, comply with this subdivision of this
858	Article 24, then any subsequent Contract shall contain a tiered pricing contractual provision
859	pursuant to subsection (d) of Section 3405 of the CVPIA.
860	(d) The Contractor shall submit to the Contracting Officer by December 31, of
861	each Calendar Year, an annual report on the status of its implementation of the water
862	conservation program.
863	(e) At five (5)-year intervals, the Contractor shall revise its water
864	conservation plan to reflect the then-existing conservation and efficiency criteria for evaluating
865	water conservation plans established under Federal law and submit such revised water
866	management plan to the Contracting Officer for review and evaluation. The Contracting Officer
867	will then determine if the water conservation plan meets the Bureau of Reclamation's then-
868	existing conservation and efficiency criteria for evaluating water conservation plans established
869	under Federal law.
870	(f) Upon complete payment of the Repayment Obligation by the Contractor,
871	and notwithstanding any Additional Capital Obligation that may later be established, subsection
872	(c) of this Article 24 of this Contract shall no longer be applicable.
873	EXISTING OR ACQUIRED WATER OR WATER RIGHTS
874	25. Except as specifically provided in Article 16 of this Contract, the provisions of
875	this Contract shall not be applicable to or affect water or water rights now owned or hereafter
876	acquired by the Contractor or any user of such water within the Contractor's Boundaries from
877	other than the United States by the Contractor. Any such water shall not be considered Project

878 Water under this Contract. In addition, this Contract shall not be construed as limiting or 879 curtailing any rights which the Contractor or any water user within the Contractor's Boundaries acquires or has available under any other contract pursuant to the Federal Reclamation law. 880 OPERATION AND MAINTENANCE BY THE OPERATING NON-FEDERAL ENTITY 881 882 26. (a) The responsibility for performing and, in some cases, funding the O&M of 883 all or any portion of the Delta Division facilities and/or the San Luis Canal may be transferred to 884 an Operating Non-Federal Entity by one or more separate agreements between the United States 885 and the Operating Non-Federal Entity. Any such agreement(s) shall require the Operating Non-886 Federal Entity to perform the O&M in compliance with the provisions of this Contract and shall 887 not interfere with the rights and obligations of the Contractor and the United States under this 888 Contract. The Contracting Officer has previously notified the Contractor in writing 889 (b) that the Operation and Maintenance of a portion of the Project facilities which serve the 890 Contractor has been transferred to the Operating Non-Federal Entity, and therefore, the 891 892 Contractor shall pay directly to the Operating Non-Federal Entity, or to any successor approved 893 by the Contracting Officer under the terms and conditions of the separate agreement between the 894 United States and the Operating Non-Federal Entity described in subdivision (a) of this Article, 895 all rates, charges, or assessments of any kind, including any assessment for reserve funds, which 896 the Operating Non-Federal Entity or such successor determines, sets, or establishes for the 897 Operation and Maintenance of the portion of the Project facilities operated and maintained by the Operating Non-Federal Entity or such successor. Such direct payments to Operating Non-898 899 Federal Entity or such successor shall not relieve the Contractor of its obligation to pay directly 900 to the United States the Contractor's share of the Project Rates, Charges, and Tiered Pricing 901 Component except to the extent the Operating Non-Federal Entity collects payments on behalf of

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- 902 the United States in accordance with the separate agreement identified in subdivision (a) of this903 Article.
- 904 (c) In the event the Operation and Maintenance of the Project facilities
- 905 operated and maintained by the Operating Non-Federal Entity is re-assumed by the United States
- 906 during the term of this Contract, the Contracting Officer shall so notify the Contractor, in
- 907 writing, and present to the Contractor a revised Exhibit "A" which shall include the portion of
- 908 the Rates to be paid by the Contractor for Project Water under this Contract representing the
- 909 Operation and Maintenance costs of the portion of such Project facilities which have been re-
- 910 assumed. The Contractor shall, thereafter, in the absence of written notification from the
- 911 Contracting Officer to the contrary, pay the Rates, Charges, and Tiered Pricing Component
- 912 specified in the revised Exhibit "A" directly to the United States in compliance with Article 7 of
- 913 this Contract.
- 914

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

915 27. The expenditure or advance of any money or the performance of any obligation of 916 the United States under this Contract shall be contingent upon appropriation or allotment of 917 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any 918 obligations under this Contract. No liability shall accrue to the United States in case funds are 919 not appropriated or allotted.

920

BOOKS, RECORDS, AND REPORTS

921 28. 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 922 Contractor's financial transactions; water supply data; project operations, maintenance, and 923 924 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 925 926 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 927 928 and regulations, each party to this Contract shall have the right during office hours to examine 929 and make copies of the other party's books and records relating to matters covered by this 930 Contract.

931	ASSIGNMENT LIMITED - SUCCESSORS AND ASSIGNS OBLIGATED
932 933 934	29. (a) The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either party shall be valid until approved in writing by the other party.
935	(b) The assignment of any right or interest in this Contract by either party
936	shall not interfere with the rights or obligations of the other party to this Contract absent the
937	written concurrence of said other party.
938	SEVERABILITY
939	30. In the event that a person or entity who is neither (i) a party to a Project Contract,
940	nor (ii) a person or entity that receives Project Water from a party to a Project Contract, nor (iii)
941	an association or other form of organization whose primary function is to represent parties to
942	Project Contracts, brings an action in a court of competent jurisdiction challenging the legality or
943	enforceability of a provision included in this Contract and said person, entity, association, or
944	organization obtains a final court decision holding that such provision is legally invalid or
945	unenforceable and the Contractor has not intervened in that lawsuit in support of the plaintiff(s),
946	the parties to this Contract shall use their best efforts to (i) within thirty (30) days of the date of
947	such final court decision identify by mutual agreement the provisions in this Contract which
948	must be revised, and (ii) within three (3) months thereafter promptly agree on the appropriate
949	revision(s). The time periods specified above may be extended by mutual agreement of the
950	parties. Pending the completion of the actions designated above, to the extent it can do so
951	without violating any applicable provisions of law, the United States shall continue to make the
952	quantities of Project Water specified in this Contract available to the Contractor pursuant to the
953	provisions of this Contract which were not found to be legally invalid or unenforceable in the
954	final court decision.

955	OFFICIALS NOT TO BENEFIT
956	31. No Member of or Delegate to the Congress, Resident Commissioner, or official of
957	the Contractor shall benefit from this Contract other than as a water user or landowner in the
958	same manner as other water users or landowners.
959	CHANGES IN CONTRACTOR'S ORGANIZATION AND/OR SERVICE AREA
960	32. While this Contract is in effect, no change may be made in the Contractor's
961	Service Area or organization, by inclusion or exclusion of lands or by any other changes which
962	may affect the respective rights, obligations, privileges, and duties of either the United States or
963	the Contractor under this Contract, including, but not limited to, dissolution, consolidation, or
964	merger, except upon the Contracting Officer's written consent.
965	RECLAMATION REFORM ACT OF 1982
966	33. (a) Upon a Contractor's compliance with and discharge of the Repayment
967	Obligation pursuant to this Contract, subsections (a) and (b) of Section 213 of the Reclamation
968	Reform Act of 1982 (96 Stat. 1269) shall apply to affected lands.
969	(b) The obligation of a Contractor to pay the Additional Capital Obligation
970	shall not affect the Contractor's status as having repaid all of the construction costs assignable to
971	the Contractor or the applicability of subsections (a) and (b) of section 213 of the Reclamation
972	Reform Act of 1982 (96 Stat. 1269) once the Repayment Obligation is paid.
973	CERTIFICATION OF NONSEGREGATED FACILITIES
974	34. The Contractor hereby certifies that it does not maintain or provide for its
975	employees any segregated facilities at any of its establishments and that it does not permit its
976	employees to perform their services at any location under its control where segregated facilities
977	are maintained. It certifies further that it will not maintain or provide for its employees any
978	segregated facilities at any of its establishments and that it will not permit its employees to
979 980	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
981	Employment Opportunity clause in this Contract. As used in this certification, the term
982	"segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,
983	restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,
984	parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
985	facilities provided for employees which are segregated by explicit directive or are in fact
986	segregated on the basis of race, creed, color, or national origin, because of habit, local custom,
987	disability, or otherwise. The Contractor further agrees that (except where it has obtained
988	identical certifications from proposed subcontractors for specific time periods) it will obtain

989 identical certifications from proposed subcontractors prior to the award of subcontracts

990 exceeding \$10,000 which are not exempt from the provisions of the Equal Employment

991 Opportunity clause; that it will retain such certifications in its files; and that it will forward the

992 following notice to such proposed subcontractors (except where the proposed subcontractors

993 have submitted identical certifications for specific time periods):

994 995

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.

1001

MEDIUM FOR TRANSMITTING PAYMENT

1002 35. (a) All payments from the Contractor to the United States under this Contract
 1003 shall be by the medium requested by the United States on or before the date payment is due. The
 1004 required method of payment may include checks, wire transfers, or other types of payment
 1005 specified by the United States.

1006 (b) Upon execution of this Contract, the Contractor shall furnish the 1007 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose 1008 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising 1009 out of the Contractor's relationship with the United States.

1010

NOTICES

1011 36. Any notice, demand, or request authorized or required by this Contract shall be 1012 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or 1013 delivered to the Area Manager, South-Central California Area Office, 1243 N Street, Fresno, 1014 California 93721, Bureau of Reclamation, and on behalf of the United States, when mailed, 1015 postage prepaid, or delivered to the Board of Directors of the Westlands Water District 1016 Distribution District No. 1, P.O. Box 6056, Fresno, California 93703-6056. The designation of 1017 the addressee or the address may be changed by notice given in the same manner as provided in 1018 this Article for other notices.

1018 this Article for other notices.

1019

CONTRACT DRAFTING CONSIDERATIONS

1020 37. This amended Contract has been negotiated and reviewed by the parties hereto, 1021 each of whom is sophisticated in the matters to which this amended Contract pertains. The 1022 double-spaced Articles of this amended Contract have been drafted, negotiated, and reviewed by 1023 the parties, and no one party shall be considered to have drafted the stated Articles. Single-1024 spaced Articles are standard Articles pursuant to Bureau of Reclamation policy. 1031 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day

1032 and year first above written.

1033 UNITED STATES OF AMERICA

1034		By:
1035		Regional Director
1036		Mid-Pacific Region
1037		Bureau of Reclamation
1038		WESTLANDS WATER DISTRICT DISTRIBUTION
1039		DISTRICT NO. 1
1040	(SEAL)	
1041		By:
1042		President of the Board of Directors
1043	Attest:	
1044	By:	
1045	Secretary of the Boa	ard of Directors

Irrigation and M&I Contract No. 14-06-200-8092-XXX (Broadview Assignment)

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

<u>CONTRACT BETWEEN THE UNITED STATES</u> <u>AND</u> <u>WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1</u> <u>PROVIDING FOR PROJECT WATER SERVICE</u> <u>AND FACILITIES REPAYMENT</u>

Exhibits

Exhibit A - Rates and Charges

This Exhibit template is unchanged from current Contract and is updated annually. Rate Schedules may be found at: https://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html

Exhibit B - Points of Diversion

This Exhibit has been updated to reflect Westlands Water District's points of diviserion.

Exhibit C - Repayment Obligation

This Exhibit template was developed during the WIIN Act Negotiations. Relevant data will be incorporated upon contract execution.

EXHIBIT A WESTLANDS WATER DISTRICT (ASSIGNMENT OF BROADVIEW WATER DISTRICT) 2019 Rates and Charges (Per Acre-Foot)

	Irrigation	M&I
	Water	Water
	SLC	SLC
COST-OF-SERVICE (COS) RATE		
Construction Costs	\$68.25	\$9.26
DMC Aqueduct Intertie	\$1.11	
O&M Components		
Water Marketing	\$7.07	\$7.34
Storage	\$14.52	\$15.90
Credit for other PUE Remittance ¹	(\$9.74)	(\$3.14)
Direct Pumping		and the second second
American Recovery and Reinvestment Act (ARRA)	\$0.00	\$0.00
TOTAL COS RATE	\$81.21	\$29.36
Project Use Energy Payment ²	1	
Direct Pumping	\$12.63	\$11.44
Other PUE Remittance	\$9.74	\$3.14
IRRIGATION FULL-COST RATE		
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	\$117.71	
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	\$151.30	
M&I FULL COST RATE]	
CHARGES AND ASSESSMENTS (Payments in addition to Rates)		
P.L. 102-575 Surcharge (Restoration Fund Payment) [Section 3407(d)(2)(A)]	\$10.63	\$21.26
P.L. 106-377 Assessment (Trinity Public Utilities District) [Appendix B, Section 203]	\$0.30	\$0.30

EXPLANATORY NOTES

Project Use Energy payment is being remitted to Western Area Power Auithority for storage and direct pumping based on the deliveries of a select few contractors. The rates for the select few contractors are reduced as a credit in the O&M rates. All Contractors will ultimately pay for the storage and direct pumping service but as an offset to the amount paid by the select few.

2 Project Use Energy payment is in addition to the Contract Rate and Full-Cost Water Rates. Refer to the water rate books for more information.

The CVP M&I Water Shortage Policy per EIS/EIR dated August 2015 and Record of Decision dated November 2015 defines the M&I Historic Use as the average quantity of CVP water put to beneficial use during the last three years of water deliveries, unconstrained (100% allocation) by the availability of CVP water for South of the Delta. Contractor's last three years in acre feet (AF) are: 2006 = 56 AF; 2011 = 0 AF; 2017 = 0 AF; equals a M&I Historic use average quantity of 19 AF.

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

Irrigation and M&I Contract No. 14-06-200-8092-XXX

Exhibit B

Points of Diversion on the San Luis Canal:

MP-104.18 Lat.1R, MP-105.2L, MP-105.22 Lat.1L, MP-105.23 Lat.2R, MP-106.35 Lat.2L, MP-108.39 Lat.3L, MP-108.46 Lat.3R, MP-110.52 Lat. 4L, MP-111.93 Lat.5L, MP-113 Lat.6L, MP-113.77 Lat.4R, MP-114R, MP-114.64R, MP-114.90 Lat.5R, MP-114.92R, MP-116.02R, MP-116.32R, MP-116.91R, MP-117.51 Lat.8L, MP-117.51R, MP-118.44 Lat.7R, MP-118.46R, MP-119.56R A&B, MP-119.63 Lat.8R, MP-119.63R ABC, MP-120.77 Lat.9L, MP-120.86R, MP-120.87R A&B, MP-121.92 Lat.10L, MP-122.02R, MP-122.05R, MP-122.59R, MP-123.89R, MP-124.16R, MP-124.18 Lat.11L, MP-124.19R, MP-125.36R, MP-126.65 Lat.12L, MP-128.49R, MP-128.57 Lat.11R, MP-128.78R, MP-129.88 Lat.13L, MP-130.85 Lat.14L, MP-131.70 Lat.15L, MP-132.74 Lat.12R, MP-132.81 Lat.16L, MP-133.81 Lat.17L, MP-133.81 Lat.13R, MP-134.94 Lat.18L, MP-135.96 Lat.14R, MP-136.05 Lat.19L, MP-137.00 Lat.15R, MP-137.11 Lat.20L, MP-138.14 Lat.16R, MP-138.29 Lat.21L, MP-139.27 Lat.17R, MP-139.39 Lat.22L, MP-140.48 Lat.18R, MP-140.57 Lat.23L, MP-141.29R, MP-141.53 Lat.19R, MP-141.60 Lat.24L, MP-142.57R, MP-142.60R A&B, MP-143.16, MP-145.26 Lat.25L, MP-145.32 Lat.20R, MP-147.02 Lat.26L, MP-147.75R, MP-147.77R, MP-149.12 Lat.27L, MP-149.55 Lat.21R, MP-149.59R, MP-150.48R, MP-150.88 Lat.28L, MP-151.19 Lat.22R, MP-152.35 Lat.29L, MP-154.11 Lat.30L, MP-156.34 Lat.23R, MP-156.40 Lat.31L, MP-158.47 Lat.32L, MP-158.47 Lat.24R, MP-160.45 Lat.33L, MP-160.45 Lat.25R, MP-161.60 Lat.34L, MP-161.60 Lat.26R, MP-162.63 Lat.35L, MP-163.59L, MP-163.69 Lat.36L, MP-163.69 Lat.27R, MP-164.79 Lat.28R, MP-167.04 Lat.37L, MP-167.84 Lat.29R, MP-169.30 Lat.38L, MP-171.51 Lat.30R

Exhibit C Template

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

Contractor: Facility:			tractor A Luis Cana	Thi	s does not li	nclude	Delta-Men	idot	a Pool or Canal)				
Contract:			tract Num	- C* - 27		co en s							
Intention	Construction	Cost	2019	040 1	relaction Rat	ahaa	k Cohadada	3.2	Ba and A-2Bc)	1			
inganon	CONSU DECION	CUSE	(2010 UK 2)	123 1	ingation nat	_	Inpaid Cost	A-Z	Discount	-			
Construction C	ost (Excludes in	nortio	1-			s	2,000,000	•	1,860,792				
Intertie Constru	and the second second					ŝ	50,000		36,962				
Total						5	2,050,000	-	1,897,754	-			
f Paid in Instal	ments (1/2 of 2	O vr C	(TM										
	Due									1			
Payment 1	1-Jan-20							\$	492,663				
Payment 2	1-Jan-21							5	492,663				
Payment 3	1-Jan-22							\$	492,663				
Payment 4	1-Jan-23							5	492,663				
Total Installme	nt Payments							\$	1,970,653	1			
20 yr CMT Rate									3.050%	1			
Discount Rate:	1/2 of 20 yr Ch	AT (WI	IM Art Cart	1 min 191									
MOL Conc	Inution Cost						A 284		1.5259				
Construction Co	rest to payment	(2018	or 2019 N	18.1 R	atebook, Sci	heduk U S	npaid Cost 300,000		1528	2			
Construction Co * Excludes Inter expense as usua	ost *: rest to payment al	(2018 date Iniga	or 2019 N as interest	vil be	atebook, Sd • computed a • first paymer	hedul U S s an an	npaid Cost 300,000 mual		1-lan-20 273				
Construction Co * Excludes Inter expense as usua	ost *: rest to payment al apport:	(2018 date Iniga Days	t or 2019 N as interest o ation lump S Until End o	vill be ium o f Fisc	atebook, Sci e computed a e first paymen al Year	hedul U S s an an	npaid Cost 300,000 mual date		1-ian-20 273				
Construction Co * Excludes Inter expense as usua	ost *: rest to payment al epont: Unpaid J	(2018 date Irriga Days Allocat	t or 2019 N as interest o ation lump S Until End o ted Constru	vill be ium o f Fisc	atebook, Sci e computed as r first paymen al Year Cost	neduk U S s an an nt due	npaid Cost 300,000 inual date Unpa	iid Ir	1-lan-20 273 tertic Construction	Cost	-		Total
Construction Co ⁷ Excludes Inter expense as usual Calculation Sup	ost *: rest to payment al oport: Unpaid J Beginning	(2018 date Irriga Days Allocat Str	or 2019 N as interest o micon lump S Until End o ted Construe aight Line	vill be ium o f Fisc	atebook, Sci e computed au r first paymer al Year Cost	neduk U S s an an nt due	repaid Cost 300,000 mual date Unpa Seginning	iid Ir	1-lan-20 273 tertic Construction Straight Line	Cost	Present		Present
Construction Co * Excludes Inter expense as usua Calculation Sup [Iscal Yr	ost *: rest to payment al opont: Unpaid J Beginning Balance	(2018 date : firriga Days Allocat Str Re	or 2019 N as interest o ation lump S Until End o ted Constru- aight Line spayment	vill be ium o f Fisc	atebook, Sci e computed au r first paymer al Year Cost Present Value	heduk U S s an an nt due	repaid Cost 300,000 mual date Unpa Seginning Balance	1	1-Jan-20 273 stertie Construction Straight Line Repayment	Cost	Present Value		Present Values
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Construction Co ¹ Excludes Inter expense as usual Calculation Sup Calculation Sup Calculation Sup Calculation Sup 2018 2019	ost *: rest to payment al Unpaid J Beginning Balance \$ 2,000,000 \$ 1,846,154	(2018 date Irriga Days Allocat Str Re S S	or 2019 N as interest o ation lump S Until End o ted Construe aight Line payment 153,846 153,846	1&I R will be ium o f Fisc ction f s \$	atebook, Sci e computed as r first paymer al Year Cost Present Value 153,845 153,845	hedula U S an an nt due E S S	repaid Cost: 300,000 inual date Unpa Seginning Balance 50,000 48,913	5	1-Jan-20 273 ttertis Construction Straight Line <u>Repayment</u> 1,087 1,087	S S	Present Value 1,087 1,087	5	Present Values 154,933 154,933
Construction Co ¹ Excludes Inter expense as usual Calculation Sup Calculation Sup Ca	unpaid / Beginning Balance \$ 2,000,000 \$ 1,846,154 \$ 1,692,308	(2018 c date frrige Days Allocat Str Re S S S S	or 2019 N as interest ation lump S Until End o ted Construe alight Line spayment 153,846 153,846	I&I R will be kum o f Fisc S S S S S	atebook, Sci e computed as r first paymes al Year Cost Present Value 153,845 153,846 152,116	heduk U S an an nt due E S S S	repaid Cost: 300,000 inual date Unpa Seginning Balance 50,000 48,913 47,826	5 5 5	1-Jan-20 273 stertie Construction Straight Line Repayment 1,087 1,087	Cost S S S	Present Value 1,087 1,087 1,075	5	Present Values 154,933 154,933 153,151
Construction Co * Excludes Inter expense as usual Calculation Sup Calculation Sup Calculation Sup 2018 2019 2020	Unpaid / Beginning Balance \$ 2,000,000 \$ 1,846,154 \$ 1,692,308 \$ 1,538,462	(2018 date trriga Days Str Re S S S S S	as interest of ation lump S Until End of ted Construe aight Line spayment 153,846 153,846 153,846	I&I R will be ium o f Fisc \$ \$ \$ \$ \$ \$	atebook, So e computed as a first paymes al Year Cost Present Value 153,845 153,845 153,846 152,116 149,831	heduli U S an an nt due E S S	repaid Cost: 300,000 inual date <u>Unpa</u> <u>Seginning</u> <u>Balance</u> 50,000 48,913 47,826 46,739	5 5 5 5	1-Jan-20 273 straight Line <u>Repayment</u> 1,087 1,087 1,087	S S S S	Present Value 1,087 1,087 1,075 1,059	5	Present Values 154,933 154,933 153,151 150,890
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Construction Co * Excludes Inter expense as usua Calculation Sup Fiscal Yr 2018 2020 2021 2021 2022	est *: rest to payment al upport: Beginning Balance \$ 2,000,000 \$ 1,846,154 \$ 1,692,308 \$ 1,538,462 \$ 1,384,615 \$ 1,230,769	(2018 c date lirriga Days Str Re S S S S S S S S S S	as interest of ation lump S Until End of ted Construe aight Line spayment 153,846 153,846 153,846	Nel R will be ium o f Fisc S S S S S S S	atebook, So e computed as a first paymes al Year Cost Present Value 153,845 153,845 153,846 152,116 149,831	heduku U S san an nt due S S S S S S S	repaid Cost: 300,000 inual date <u>Unpa</u> <u>Seginning</u> <u>Balance</u> 50,000 48,913 47,826 46,739	\$ \$ \$ \$ \$ \$ \$	1-lan-20 273 ttertie Construction Straight Line Repayment 1,087 1,087 1,087 1,087	S S S S S	Present Value 1,087 1,087 1,075 1,059 1,043 1,027	\$ \$ \$ \$ \$	Present Values 154,933 154,933 153,191 150,890 148,623 146,391
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** Water Rate Charges and payments are a requirement under the existing and amendatory contract. If at a later date charges are updated based on Regional and Area Office reviews, any unpaid charges are still due.

41,304 5

40,217 5

39,130 \$

38,043 5

36,957 5

35,870 \$

1,087 \$

1,087 \$

1,087 \$

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139,892

137,791 135,721

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152,246

23,815

153,846 5 138,911 \$

136,824 5

132,745 \$

130,751 \$

\$

5

134,769

1,860,792

139,208

153,846 \$

153,846 \$

153,846 5

153,846 \$

5

\$

2026 \$

2027 \$

2028 \$

2029 5

2030 5

Total, Lump Sum Payment

Amount of Reduction, Lump Sum

2031-63

769,231 \$

615,385 \$

461,538 \$

307,692 \$

153,846 \$

EXHIBIT E

NOTICE OF REGULAR MEETING AND AGENDA

NOTICE

Notice is hereby given that a regular meeting of the Board of Directors of Westlands Water District will be held on January 21, 2020 at 1:00 p.m. at the District's Fresno Office, 3130 N. Fresno Street, Fresno, California 93703.

Public Comment - Any member of the public may address the Board concerning any matter on the agenda before or, for open session items, during its consideration of that matter. Public comment is limited to three minutes per person and no more than fifteen minutes per topic. For good cause, the Board President may waive these limitations.

AGENDA

1. Call to Order

- Board to Consider Corrections or Additions to the Agenda of Items, as Authorized by Government Code Section 54950 et seq.
- 3. Board to Consider Approval of the Minutes of the following:
 - a. Special Board Meeting of December 11, 2019
 - b. Regular Board Meeting of December 17, 2019
 - c. Special Board Meeting and Hearing of December 18, 2019
 - d. Special Board Meeting of January 6, 2020
 - e. Special Board Meeting and Hearing of January 8, 2020
- 4. General Manager's Report (Birmingham)
 - a. Water supply, water operations and Projected Water Supply and Use and Central Valley Project/ State Water Project Operations, drainage, energy, Bay-Delta Water Quality Control Plan-Voluntary Agreement Update, ROC on LTO and other resources activities
 - b. Federal & State Legislative Affairs
 - c. Public Outreach
 - d. Other District Activities
- Outside Agency Activities (Board) Reports on activities of outside agencies (FFA, SLDMWA, ACWA and SFCWA, etc.) will be presented.
- Legal Affairs Committee (Coelho) The Committee Chair will report on items within the Committee's jurisdiction.
- Operations & Maintenance Committee (Coelho) The Committee Chair will report on items within the Committee's jurisdiction.

January 21, 2020 at 1:00 p.m.

Public Comment - Any member of the public may address the Board concerning any matter on the agenda before or, for open session items, during its consideration of that matter. Public comment is limited to three minutes per person and no more than fifteen minutes per topic. For good cause, the Board President may waive these limitations.

- Personnel Committee (Enos) The Committee Chair will report on items within the Committee's jurisdiction.
- Water Policy Committee (Errotabere) The Committee Chair will report and the Board will act upon recommendations of the Committee, if any, regarding the following items:
 - a. Consider a Recommendation that the Board of Directors Adopt Resolution No. 101-20 Certifying the Final Environmental Impact Statement/Environmental Impact Report, SCH #2013041028, for the Mendota Pool Group 20-Year Exchange Program Pursuant to the California Environmental Quality Act
 - b. Consider a Recommendation that the Board of Directors Adopt Resolution No. 102-20 Approving and Adopting the Mendota Pool Group 20-Year Exchange Program, and Related Actions
- 10. Sustainable Groundwater Management Act Serving as the Groundwater Sustainability Agency of the Westside Subbasin, Board to receive an update and provide input on Sustainable Groundwater Management Act of 2014 (SGMA) implementation/compliance activities, including actions to implement the Groundwater Sustainability Plan.
- Finance & Administration Committee (Enos) The Committee will report and the Board will act upon recommendations of the Committee, if any, regarding the following items:
 - a. Board to Consider Selection of Underwriting Team for 2020A Revenue Bonds
 - b. Consider Recommendation that the Board of Directors Approve Budget Transfers and Augmentations
 - 1) 2019-2020 Budget Augmentation and Transfer for Power Temporary Facilities
 - c. Consider Recommendation that the Board of Directors Approve Accounts Payable Reports
 - d. Receive Report on Investments and Financial Reports
- 12. Consider a Recommendation that the Board of Directors Adopt Resolution No. 103-20 Authorizing Execution and Delivery of a Joint Exercise of Powers Agreement to Create the San Luis Unit/Westlands Water District Financing Authority and a Joint Exercise of Powers Agreement to Create the San Luis Unit/San Luis Water District Financing Authority, and Authorizing Certain Other Matters in Connection Therewith
- 13. Board to Consider Request by Brownstein, Hyatt, Farber, Schreck for Waiver of Potential Conflict of Interest and Informed Consent

January 21, 2020 at 1:00 p.m.

Public Comment - Any member of the public may address the Board concerning any matter on the agenda before or, for open session items, during its consideration of that matter. Public comment is limited to three minutes per person and no more than fifteen minutes per topic. For good cause, the Board President may waive these limitations.

- 14. Board to Consider (a) Appointment of a District Representative to the San Luis & Delta-Mendota Water Authority Board of Directors, and (b) Recommendation for an Appointment of a District Representative to the San Luis & Delta-Mendota Water Authority Finance and Administration Committee
- 15. Board to Consider Appointment of Director Dan Errotabere to the Westlands Water District Financing Corporation Board of Directors
- Sitting as the Board of Directors of Distribution District No. 1 The Board will act upon the recommendations, if any, regarding the following items:
 - 1. Call to Order
 - Board to Consider Corrections or Additions to the Agenda of Items, as Authorized by Government Code Section 54950 et seq.
 - 3. Approval of the Minutes of the Regular Board Meeting of December 17, 2019
 - 4. Consider Recommendation that the Board of Directors Adopt Resolution Nos. 101-20, 102-20, 103-20 and 104-20, Authorizing the Filing of Notices of Statutory Exemption and Categorical Exemption from the California Environmental Quality Act for Approval of and Authorization to Execute the Contract Between the United States and Westlands Water District Providing for Project Water Service and Facilities Repayment, Authorizing Approval and Execution of the Contract Between the United States and Westlands Water District Providing for Project Water Service and Facilities Repayment, Authorizing Approval Froviding for Project Water Service and Facilities Repayment, and Authorizing Actions Furtherance Thereof
 - Public Comment Any member of the public may address the Board concerning any matter not on the Agenda within the Board's jurisdiction. Public comment is limited to three minutes per person and no more than fifteen minutes per topic. For good cause, the Board President may waive these limitations.
 - 6. Adjournment
- 17. Sitting as the Board of Directors of Distribution District No. 2 The Board will act upon the recommendations, if any, regarding the following items:
 - 1. Call to Order
 - Board to Consider Corrections or Additions to the Agenda of Items, as Authorized by Government Code Section 54950 et seq.
 - Board to Consider Approval of the Minutes of the Regular Board Meeting of December 17, 2019

January 21, 2020 at 1:00 p.m.

Public Comment - Any member of the public may address the Board concerning any matter on the agenda before or, for open session items, during its consideration of that matter. Public comment is limited to three minutes per person and no more than fifteen minutes per topic. For good cause, the Board President may waive these limitations.

- 4. Consider Recommendation that the Board of Directors Adopt Resolution Nos. 101-20, Authorizing the Filing of Notices of Statutory Exemption and Categorical Exemption from the California Environmental Quality Act for Approval of and Authorization to Execute the Contract Between the United States and Westlands Water District Providing for Project Water Service and Facilities Repayment, Authorizing Approval and Execution of the Contract Between the United States and Westlands Water District Providing for Project Water Service and Facilities Repayment, Authorizing Approval and Execution of the Contract Between the United States and Westlands Water District Providing for Project Water Service and Facilities Repayment, and Authorizing Actions Furtherance Thereof
- Public Comment Any member of the public may address the Board concerning any matter not on the Agenda within the Board's jurisdiction. Public comment is limited to three minutes per person and no more than fifteen minutes per topic. For good cause, the Board President may waive these limitations.
- 6. Adjournment
- 18. Public Comment Any member of the public may address the Board concerning any matter not on the Agenda but within the Board's jurisdiction. Public comment is limited to three minutes per person and no more than fifteen minutes per topic. For good cause, the Board President may waive these limitations.
- Closed Session The Board will meet in closed session pursuant to the Government Code sections noted to discuss the following:
 - a. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9 – 2 potential cases
 - b. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 – 3 potential cases
 - c. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Existing Litigation Pursuant to paragraph (1) of Subdivision (d) of Section 54956.9
 - Firebaugh Canal Water District et al. v. United States of America et al., United States District Court, Eastern District of California, Case Nos. 1:88-cv-634-LJO/SKO, 1:91-cv-048-LJO/SKO
 - Westlands Water District v. United States, United States Court of Appeal for the Federal Circuit, Case No. 13-5069

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> San Luis & Delta-Mendota Water Authority and Westlands Water District v. Delta Stewardship Council et al., Sacramento County Superior Court Case No. 34-2013-80001500 (Delta Plan Litigation). Appeals in Delta Plan Litigation:

City of Stockton v. Delta Stewardship Council et al. (Sacramento County Superior Court JCCP No. 4758)(Third District Court of Appeal Case No. C082994); State Water Contractors, et al. v. Delta Stewardship Council et al. (Sacramento County Superior Court JCCP No. 4758) (Third District Court of Appeal Case No. C082944); California Water Impact Network, et al. v. Delta Stewardship Council et al. (Sacramento County Superior Court JCCP No. 4758) (Third District Court of Appeal Case No. C082994); Central Delta Water Agency, et al. v. Delta Stewardship Council et al. (Sacramento County Superior Court JCCP No. 4758) (Third District Court of Appeal Case No. C082994); North Coast Rivers Alliance, et al. v. Delta Stewardship Council et al. (Sacramento County Superior Court JCCP No. 4758) (Third District Court of Appeal Case No.C082994); San Luis & Delta-Mendota Water Agency et al. v. Delta Stewardship Council et al. (Sacramento County Superior Court JCCP No. 4758) (Third District Court of Appeal Case No. C082994); Save the California Delta Alliance v. Delta Stewardship Council et al. (Sacramento County Superior Court JCCP No. 4758) (Third District Court of Appeal Case No. C082994)

- California Sportfishing Protection Alliance et al. vs. California State Water Resources Control Board, et al., Alameda County Superior Court, Case No. RG15780498 (State WQCP/TUCP) (2015 TUCP Orders)
- North Coast Rivers Alliance et al. v. U.S. Department of the Interior et al., United States District Court, Eastern District of California, Case No. 1:16-cv-00307-LJO-MJS (2016-2018 Interim Renewal Contract EA)
- Natural Resources Defense Council et al. v. Bernhardt et al., United States District Court, Eastern District of California, Case No. 1:05-cv-01207-LJO-EPG (2005 DMC Contract Renewals Litigation)
- City of Fresno, et al. v. United States, United States Court of Federal Claims, Case No. 16-1276L (Friant Takings Suit)
- 8) North Coast Rivers Alliance v. Delta Stewardship Council, Sacramento County Superior Court, Case No. 34- 2018-80002898; Central Delta Water Agency v. Delta Stewardship Council, Sacramento County Superior Court, Case No. 34-2018-80002900; Friends of the River v. Delta Stewardship Council, Sacramento County Superior Court, Case No. 34-2018-80002901; California Water Impact

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Network v. Delta Stewardship Council, Sacramento County Superior Court, Case No. 34-2018-80002904 (Delta Plan Amendment Litigation)

- Westlands Water District v. State Water Resources Control Board, Fresno County Superior Court, Case No. 19CECG00165 (WQCP Phase 1 Litigation)
- North Coast Rivers Alliance et al. v. Department of Water Resources, Sacramento Superior Court Case No. 34-2019-80003057 (COA Addendum-WaterFix No Harm Litigation)
- People of the State of California v. Westlands Water District, Shasta Superior Court, Case No. 192487 (Public Resources Code Section 5093.542)
- Friends of the River et al. v. Westlands Water District, Shasta Superior Court, Case No. 192490 (Public Resources Code Section 5093.542)
- North Coast Rivers Alliance et al. v. Westlands Water District, Shasta Superior Court, Case No. 192958 (Public Resources Code Section 5093.542)
- 14) Westlands Water District v. All Persons Interested in the Matter of the Contract Between the United States and Westlands Water District Providing Project Water Service, San Luis Unit and Delta Division and Facilities Repayment, Fresno Superior Court, Case No. 19CECG03887 (Validation Action)
- Pacific Coast Federation of Fishermen's Association et al. v. Ross et al., United States District Court, Northern District of California, Case No. 3:19-cv-07897 (2019 ROC on LTO BiOps Litigation)
- 16) Mound Farms v. California Department of General Services et al., Yolo County Superior Court, Case No. PT19-2766 (Yolo Ranch CEQA Challenge)
- 20. Report from Closed Session, if any Required by Government Code Section 54957.1
- 21. Board to Consider Election of One of its Members to Serve as Vice President of the Board
- 22. Board to Consider Authorizing Amendment to the Term of the General Manager's Employment Agreement
- 23. Adjournment

I, <u>Original Signed by District Secretary</u>, declare that the foregoing agenda for the January 21, 2020 regular meeting of the Westlands Water District Board of Directors was posted on January 16, 2020, at the District's Fresno Office, 3130 N. Fresno Street, Fresno, CA 93703, at the District's Five Points Field Office, 23050 W. Mt. Whitney Avenue, Five Points, CA 93624, and on the District's website, at https://wwd.ca.gov and was available for public inspection.

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Written materials related to an item on this agenda to be considered in open session that are public records and that are distributed less than 72 hours prior to the meeting will be made available for public inspection, (1) when distributed if said materials were prepared by the District or a member of the Board of Directors or (2) after the meeting if said materials were prepared by others, at the District's Fresno office, 3130 N. Fresno St., Fresno, California during normal business hours.

A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the District provide a disability-related modification or accommodation in order to participate in any public meeting of the District. Such assistance includes appropriate alternative formats for the agendas and agenda packets used for any public meetings of the District. Requests for such assistance and for agendas and agenda packets shall be made in person, by telephone, facsimile, or written correspondence.