

Appendix B4

Contract between the U.S. Bureau of
Reclamation and
Solano County Water Agency
Providing for Water Service

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Solano Project, California

CONTRACT BETWEEN THE UNITED STATES
AND
SOLANO COUNTY WATER AGENCY
PROVIDING FOR WATER SERVICE

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Contract No. 14-06-200-4090R

1
2 UNITED STATES
3 DEPARTMENT OF THE INTERIOR
4 BUREAU OF RECLAMATION
5 Solano Project, California

6 CONTRACT BETWEEN THE UNITED STATES
7 AND
8 SOLANO COUNTY WATER AGENCY

9 THIS CONTRACT, made this 28th day of February 1999, in

10 pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
11 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),
12 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
13 July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), and October 12, 1982 (96 Stat. 1262), as
14 amended, all collectively hereinafter referred to as the Federal Reclamation law, between THE
15 UNITED STATES OF AMERICA, hereinafter referred to as the United States, and the
16 SOLANO COUNTY WATER AGENCY, successor in interest to the SOLANO COUNTY
17 FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter referred to as
18 the Agency, a political subdivision of the State of California, duly organized, existing, and acting
19 pursuant to the laws thereof, with its principal place of business in the City of Vacaville, State of
20 California,

21 WITNESSETH, That:

EXPLANATORY RECITALS

2 WHEREAS, on May 5, 1948, the Secretary of the Interior approved and adopted
3 a report on the Solano County Project, dated March 15, 1948, which was presented to the
4 President of the United States on November 11, 1948, and to the Congress on January 1, 1949,
5 thereby authorizing the Secretary of the Interior to construct the Project; and

6 WHEREAS, the United States has constructed the Solano Project, herein after
7 referred to as the Project, for flood control and for the storage, diversion, carriage, distribution,
8 and beneficial use of water of the Putah Creek for the purpose of agricultural, municipal,
9 industrial and domestic consumption, and other purposes; and

0 WHEREAS, on March 7, 1955, the Agency and the United States entered into
1 Contract No. 14-06-200-4090 (Original Contract), which required the United States to furnish
2 Project water to the Agency to be delivered to various Participating Agencies of the Agency; and

3 WHEREAS, the United States has determined that the Agency to date has fulfilled
4 all of its obligations under the Original Contract; and

5 WHEREAS, the Contracting Officer has determined that the Participating
6 Agencies have for many years had the capability to fully utilize for reasonable and beneficial use
7 the water of the Project; and

8 WHEREAS, the United States and the Agency have requested the State Water
9 Resources Control Board (SWRCB) to license the Project water rights, and have entered into an
0 agreement which provides that: (1) if prior to the licensing of the Project water rights, title to the
1 major Project works has not been transferred to the Agency and /or the Participating Agencies
2 and the reimbursable costs of the Project have not been fully repaid, the Agency shall take all

1 necessary steps to add the United States as an additional licensee pending such transfer of title or
2 such repayment; (2) if after the name of the United States has been added to the Project water
3 right license (s), title to the major Project works is transferred to the Agency and/or the
4 Participating Agencies or the Agency and the Participating Agencies fully repay the reimbursable
5 costs of the Project, the United States shall thereupon take all necessary steps to remove its name
6 from the license (s); (3) upon the issuance of the license (s), the Agency shall take all necessary
7 steps to add the Participating Agencies as additional licensees; and

8 WHEREAS, rights of renewal of Contract No. 14-06-200-4090 pursuant to
9 subsections (c) and (e) of Section 9 of the Act of August 4, 1939 (53 Stat. 1187), as amended by
10 the Acts of July 2, 1956 (70 Stat. 483) and June 21, 1963 (77 Stat. 68) are set forth in this
11 contract; and

12 WHEREAS, the Contracting Officer and the Agency agree that the Project shall
13 be operated to provide for the protection of prior downstream rights holders and public trust
14 resources in accordance with Project Water Rights, and that the Contracting Officer will petition
15 the State Water Resources Control Board (SWRCB) to amend the Solano Project water rights to
16 address the Project's obligation to release water into Putah Creek for public trust resources in
17 addition to such water currently being released for downstream interests; and

18 WHEREAS, the Contracting Officer and the Agency will execute a contract which
19 provides for the Agency and any of its subcontractors to continue the funding and performance of
20 operation and maintenance of the Project; and,

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

DEFINITIONS

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

(a) "Act" shall mean the Solano County Water Agency Act, being Chapter 573 of the 1989 Statutes of the State of California, as the same may hereafter be amended or re-enacted;

(b) "Administrative Charges" shall mean those Project costs, including overhead, reasonably incurred by the Contracting Officer in connection with, but not limited to: monitoring, administering, and negotiating a subsequent renewal and/or possibly amendments or supplements to this contract; maintaining water delivery and payment records; accounting for annual financial operations; the development of annual water rates and related activities; activities associated with Project water rights, including but not limited to the State licensing process; and all costs exclusive of capital costs associated with all environmental requirements required to administer this contract and provide for the continuation of water as intended herein;

(c) "Agency's Service Area" shall mean the area to which the Agency is permitted to provide Project Water under this contract identified in Exhibit "A", which area and exhibit may be revised without amending this contract if such revisions are acceptable to the Contracting Officer;

(d) "Available Supply" shall mean the quantity of Project Water the United States is authorized by applicable law, including, but not limited to, applicable provisions of California water law, the provisions of Project water right permits/licenses, and final

1 decisions of the SWRCB or any Court which are binding on the United States, to make
2 available to the Agency during each Year pursuant to this contract. The Available Supply
3 does not include the quantity of Project Water the Contracting Officer is required by
4 applicable law to make available to some party other than the Agency, including the Napa
5 County Flood Control and Water Conservation District, and/or is required by applicable
6 law to allocate to a purpose or purposes other than irrigation, municipal or industrial
7 purposes. In addition, unless mutually agreed by the parties, in writing, the Available
8 Supply during each Year shall not exceed the lesser of the total quantity of Project Water
9 (i) stored in or that can be physically conveyed through Project facilities during that Year,
10 or (ii) 207,350 acre-feet plus the amounts of any water stored from previous years
11 pursuant to Article 4(c). If the United States is no longer named or is no longer a licensee
12 on the Project water rights and the Agency has fully repaid the reimbursable cost of the
13 Project, the prior sentence shall no longer be applicable;

14 (e) "Calendar Year" shall mean the period from January 1 through
15 December 31, both dates inclusive;

16 (f) "Contract Year" or "Year" shall mean the period from and including the
17 first day of March of each Calendar Year through and including the last day of February of
18 the following Calendar Year;

19 (g) "Contracting Officer" shall mean the Secretary of the United States
20 Department of the Interior or his duly authorized representative;

21 (h) "Delivered Water" shall mean Project Water made available to the Agency
22 and diverted at the point(s) of delivery approved by the Contracting Officer;

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

3 (j) "Excess Lands" shall mean all lands defined as excess in Section 204 of the
4 RRA, other than those lands exempt from acreage limitation under Federal Reclamation
5 law;

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

8 (l) "Irrigation Water" shall mean Delivered Water which is used primarily in
9 the production of commercial agricultural crops or livestock, including domestic use
10 incidental thereto, and watering of livestock. Irrigation Water shall also include Delivered
11 Water furnished to public entities for use on land that Reclamation determines the public
12 entity uses primarily for non-revenue producing functions;

13 (m) "M&I Water" shall mean water Delivered Water other than Irrigation
14 Water. M&I Water shall include water used for purposes such as the watering of
15 landscaping or pasture for animals (e.g., horses) which are kept for personal enjoyment or
16 water delivered to landholdings operated in units of less than two (2) acres, or such larger
17 landholding size, if any, specified in a water service contract between a Participating
18 Agency or Public Agency and the United States, unless the Agency establishes to the
19 satisfaction of the Contracting Officer that the use of water delivered to any such
20 landholding is a use described in subdivision (l) of this Article;

21 (n) "Participating Agency" shall mean any water district, reclamation district,
22 irrigation district, water conservation district, municipality, flood control district,

1 other public entity, city, or political subdivision of the state empowered by law to
2 appropriate water and to deliver water to water users, the territory of which lies
3 principally within Solano County, or any state agency, which Participating Agency enters
4 into a contract with the Agency for (i) the repayment in whole or in part to the Agency or
5 any other person, corporation, public agency, or the United States of any or all of the
6 construction costs of the Project, (ii) the underwriting in whole or part of any or all of
7 those construction costs, (iii) the repayment in whole or in part to the Agency or any other
8 person, corporation, public agency, or the United States of any or all of the cost of
9 furnishing Project Water to the agency or the underwriting in whole or in part of the cost,
10 or (iv) the payment in whole or in part for Project Water to be furnished or sold to that
11 Participating Agency by the Agency or the United States.

12 (o) "Project" shall mean the Solano Project, California, consisting of
13 Monticello Dam and Reservoir, Putah Diversion Dam and Reservoir, and Putah South
14 Canal, substantially as described and set forth in House Document No. 65, 81st Congress,
15 1st Session (the "Solano Project Report");

16 (p) "Project Water" shall mean all water that is developed, diverted, stored, or
17 delivered by the United States in accordance with the statutes authorizing the Project and
18 in accordance with the terms and conditions of applicable water rights permits and licenses
19 acquired by and/or issued to the United States pursuant to California law which are now in
20 effect and as may in the future be modified;

21 (q) "Public Entity" shall mean States, political subdivisions or agencies thereof,
22 and agencies of the federal government;

1 (r) "Secretary" or "Contracting Officer" shall mean the Secretary of the United
2 States Department of the Interior or his duly authorized representative;

3 TERM OF CONTRACT--RIGHT TO USE OF WATER

4 2. (a) This contract shall be effective from March 1, 1999, and shall remain in
5 effect through February 29, 2024. Upon request by the Agency, this contract and each renewal
6 thereof shall be renewed pursuant to the Act of July 2, 1956 (70 Stat. 483), and the Act of
7 June 21, 1963 (77 Stat. 68); Provided, That the request for renewal is given no later than two (2)
8 years prior to the date on which the then-existing contract expires; and Provided further, That the
9 Contracting Officer determines the Agency has substantially complied with all the terms and
10 conditions of the contract then in effect.

11 WATER TO BE MADE AVAILABLE AND DELIVERED TO THE AGENCY

12 3. (a) Subject to the terms and conditions of this contract, and consistent with
13 applicable State water right permits and licenses, the Agency is entitled to, and the Contracting
14 Officer shall be obligated to make available to the Agency the Available Supply of water from the
15 Project. The quantity of Project Water made available to the Agency in any Year shall be
16 scheduled and paid for pursuant to the provisions of Articles 4 and 5, and shall not exceed the
17 quantity of Project Water the Agency intends to put to reasonable beneficial use within the
18 Agency's Service Area or sell, transfer, or exchange pursuant to Article 8 during any Year.

19 (b) The Agency shall utilize the Delivered Water in accordance with all
20 applicable requirements of any Biological Opinion addressing the execution of this contract
21 developed pursuant to Section 7 of the Endangered Species Act of 1973 as amended, and in
22 accordance with such environmental documentation as may be required for specific activities.

1 (c) The parties acknowledge that the Agency and some Participating Agencies
2 are parties to the Putah Creek Water Cases (Judicial Council Coordination No. 2565) and that the
3 Contracting Officer will petition the SWRCB to amend the Solano Project water rights to address
4 the Project's obligation to release water into Putah Creek for public trust resources in addition to
5 the quantities of water that are currently being released for downstream interests. The parties
6 agree to work in good faith to pursue such petition which would meet the needs of the public
7 trust resources. Nothing in this contract shall be construed to prohibit the Contracting Officer
8 from filing, or taking further actions in support of such petition.

9 (d) Subject to the terms and conditions of this contract, the Agency's right
10 pursuant to Federal Reclamation law and applicable State law to the beneficial use of water made
11 available under and furnished pursuant to this renewal contract, and any subsequent renewal
12 hereof, shall not be disturbed so long as the Agency fulfills all of its obligations under this and any
13 subsequent renewal contracts.

14 TIME FOR DELIVERY OF WATER

15 4. (a) By February 1 of each Calendar Year during the term of this
16 contract, the Agency shall submit to the Contracting Officer a written schedule, satisfactory to the
17 Contracting Officer, showing the times and quantities of Project Water to be delivered to the
18 Agency for irrigation and M&I use during the upcoming Year.

19 (b) Said schedule shall indicate separately the amount of Irrigation Water,
20 M&I Water, and the amount to cover conveyance canal losses, to be furnished by the United
21 States during each month of the Year for which said schedule is submitted. The United States
22 shall make all reasonable efforts to furnish Project Water in accordance with said schedule, or any

1 revision thereof satisfactory to the Contracting Officer, submitted by the Agency within a
2 reasonable time before the desired change of the time for delivery as nearly as may be feasible.

3 (c) In the event that in any Year during the term of this contract the Agency notifies
4 the Contracting Officer that any portion of the water that the Agency has scheduled and paid for,
5 pursuant to this Article 4 and Article 5 respectively, will not be used, then to the extent that
6 storage space is available in Monticello Reservoir of the Project, the United States may, upon
7 request of the Agency, withhold delivery of and store in Monticello Reservoir, for and on behalf
8 of the Agency, any such unused quantities of water required to be made available and furnished
9 by the United States pursuant to this contract, such water shall thereafter be made available to the
10 Agency in accordance with a schedule to be furnished by the Agency; Provided, That in the event
11 any water is so stored and it becomes necessary to release water from Monticello Reservoir
12 because of the lack of storage capacity or in the event that water spills from Monticello Reservoir,
13 water so released or spilled shall, up to the amount stored for and on behalf of the Agency, be
14 deemed the water stored for and on behalf of the Agency.

15 RATE AND METHOD OF PAYMENT FOR PROJECT WATER

16 5. (a) The rate to be paid for Irrigation Water furnished during the Year
17 beginning March 1, 1999, shall be \$2.65 per acre-foot. This rate shall also apply to conveyance
18 canal losses. Six (6) months prior to the end of every Year beginning March 1, 2000, and every
19 Year thereafter, Reclamation shall revise the Irrigation Water rate, as necessary for the sole
20 purpose of recovering the Project's unpaid capital costs of the Project by February 28, 2009.
21 The Irrigation Water rate shall be adjusted in accordance with the following methodology:
22 Reclamation shall assume an annual delivery of 157,000 acre-feet of Irrigation Water. If the

1 amount of Irrigation Water delivered in any Year is less than 157,000 acre-feet, the following
2 Year's Irrigation Water rate will be increased to recover the difference between the revenues that
3 would have been collected by delivering 157,000 acre-feet at \$2.65 per acre-foot. If the
4 Irrigation Water delivered in any year exceeds 157,000 acre-feet, the following Year's Irrigation
5 Water rate will remain at \$2.65 per acre-foot. Water stored and paid for pursuant to Article 4(c)
6 above shall not be subject to any Rate in the year in which it is ultimately delivered.

7 (b) The rate to be paid for M&I Water furnished beginning March 1, 1999,
8 shall be \$15.00 per acre-foot. Six (6) months prior to the end of every Year, beginning in 2000,
9 and every Year thereafter, Reclamation shall revise the M&I Water rate, as necessary, for the
10 sole purpose of recovering the unpaid capital costs of the Project by February 28, 2009. It is
11 recognized that all revenues derived from the delivery of M&I Project water shall be credited to
12 repayment of the unpaid capital cost of the Project allocated to irrigation. The M&I Water rate
13 shall be adjusted in accordance with the following methodology: Reclamation shall assume an
14 annual delivery of 43,000 acre-feet of M&I Water per Year. If the amount of M&I Water
15 delivered in any Year is less than 43,000 acre-feet, the following Year's M&I Water rate will be
16 increased to recover the difference between the revenues that would have been collected by
17 delivering 43,000 acre-feet at \$15.00 per acre-foot. If the M&I Water delivered in any year
18 exceeds 43,000 acre-feet, the following Year's M&I Water rate will remain at \$15.00 per acre
19 feet. Water stored and paid for pursuant to Article 4.(c) above shall not be subject to any Rate
20 in the year in which it is ultimately delivered.

21 (c) Each Year the Agency shall make payment of the amount due to the United
22 States for the amounts of Irrigation Water, M&I Water, and conveyance canal losses as described

1 in Article 4(a) as follows: The Agency shall pay for one-half of the amount of Project Water
2 scheduled to be delivered during each Year on or before the first day of the Year and shall pay the
3 remainder of said amount on before September 1 of said Year, or such other later date or dates of
4 the respective Year as may be specified by the Contracting Officer in a written notice to the
5 Agency.

6 (d) In addition to the rates described in (a) and (b) of this Article, the Agency
7 shall pay in advance to United States sufficient funds to cover any Administrative Charges
8 associated with this contract in any upcoming Year. In consultation with the Agency,
9 Reclamation shall estimate the Administrative Charges and shall provide said estimate to the
10 Agency in writing by January 1 of each Calendar Year. The Agency shall pay one-half of the
11 estimated Administrative Charges for each Year by March 1 of each Calendar Year and the
12 remaining one half by September 1 of each Calendar Year. However, for the period March 1,
13 1999, through February 29, 2000, the Agency shall provide payment of the Administrative Costs
14 in the following manner: The Agency shall advance to the United States \$25,000 to finance the
15 estimated Administrative Charges for the period March 1, 1999, through February 29, 2000. If
16 the Contracting Officer determines after consultation with the Agency, anytime between
17 March 1, 1999, through February 29, 2000, that \$25,000 is insufficient to cover the actual
18 Administrative Charges for the period March 1, 1999, through February 29, 2000, the
19 Contracting Officer shall so advise the Agency, and the Agency shall remit to the United States an
20 amount sufficient to cover the actual Administrative Charges.

1
2 (e) Upon payout of the capital costs of the Project allocated to irrigation, the
3 water rates described in (a) and (b) of this Article shall be adjusted or eliminated, as appropriate,
4 in accordance with Federal Reclamation law then in effect.

5 (f) In the event that the United States undertakes improvements,
6 modifications, and/or additions to the Project, which result in an increase of the capital costs of
7 the Project, and the repayment of such cost is not expressly addressed in the statute authorizing
8 such undertaking (for example, the Safety of Dams Act of November 2, 1978, as amended), under
9 those circumstances, the United States, in consultation with the Agency, shall establish an
10 appropriate repayment period and the Agency shall commence paying a rate, which is sufficient to
11 permit the United States to recover such additional capital costs from the Agency within that
12 repayment period. Should additional capital work be approved for the Solano Project, Napa
13 County Flood Control and Water Conservation District (District) shall only be responsible for its
14 appropriate share of any additional capital costs associated with improvements and modifications
15 to Project facilities used to store or deliver Project Water to said District. Improvements and
16 modifications to Project facilities not used to store or deliver Project Water to the District will be
17 the responsibility of the Agency, its successors or assigns, as appropriate. The District's share of
18 any future capital cost for the Project shall be based on its prorated share of the quantity of
19 Project Water delivered from the Project.

20 (g) Revenues received by the United States pursuant to this renewal contract
21 shall be allocated and applied in accordance with Federal Reclamation law.

1 (h) At the Agency's request, the Contracting Officer shall provide to the
2 Agency an accounting of all the expenses allocated and the disposition of all revenues received
3 pursuant to this renewal contract in sufficient detail to allow the Agency to determine that the
4 allocation of expenses and disposition of all revenues received was accomplished in conformance
5 with Federal Reclamation law. The Contracting Officer and the Agency shall enter into good faith
6 negotiations to resolve any discrepancies or disputes arising out of said accounting or the
7 Agency's review thereof.

8 (i) The parties acknowledge and agree that the efficient administration of this
9 renewal contract is their mutual goal. Recognizing that experience has demonstrated that
10 mechanisms, policies and procedures used for establishing rates and charges, and/or for making
11 and allocating payments, other than those set forth in this Article could be in the mutual best
12 interest of the parties, it is expressly agreed that the parties may enter into agreements for
13 alternative mechanisms, policies, and procedures for any of those purposes while this renewal
14 contract is in effect without amending this renewal contract.

15 POINT OF DELIVERY AND
16 RESPONSIBILITY FOR DISTRIBUTION OF WATER

17 6. (a) The Project Water to be furnished to the Agency pursuant to this contract
18 shall be made available to the Agency at the headworks of the Putah South Canal at the Putah
19 Diversion Dam, and any additional point or points of delivery either on Project facilities or
20 another location or locations mutually agreed to in writing by the Contracting Officer and the
21 Agency, which writing shall also address measuring points and obligations for any additional
22 location or locations.

1 (b) Irrigation Water furnished to the Agency pursuant to this contract shall be
2 delivered by the Agency to its Participating Agencies in accordance with applicable land
3 classification provisions of Federal Reclamation law and the associated regulations. The Agency
4 shall not deliver Project Water to land outside the Agency's Service Area unless approved by the
5 Contracting Officer.

6 (c) All Delivered Water shall be measured and recorded with existing
7 equipment furnished and installed by the Contracting Officer, and operated, maintained, and
8 replaced, as necessary, by the Agency, at the headworks of the Putah South Canal. Upon the
9 request of the Contracting Officer, the Agency shall investigate the accuracy of such
10 measurements and shall take any necessary steps to adjust any errors appearing therein.

11 (d) M&I Water delivered to Participating Agencies that receive exclusively
12 M&I Water will be measured by the Agency at the points of delivery to each of said Participating
13 Agency. All M&I Water delivered to Participating Agencies that receive both M&I Water and
14 Irrigation Water is measured by each of these Participating Agencies at the point(s) of delivery to
15 each of the Participating Agency's customers of said class of water. Where necessary, as
16 conclusively determined by the Contracting Officer, the Agency will install measuring equipment
17 at turnouts along the Putah South Canal; Provided, That upon the request of the United States,
18 the Agency shall investigate the accuracy of all measuring equipment, installed by the Agency and
19 its Participating Agencies, to determine the amounts of M&I Water used, and shall adjust, at the
20 Agency's expense, any errors disclosed by such investigation. The Agency shall provide the
21 United States with access to all such measuring equipment to permit it to determine the accuracy

1 thereof. The Agency shall maintain records satisfactory to the Contracting Officer of the amount
2 of M&I Water furnished.

3 (e) The Agency shall advise the Contracting Officer on or before the 15th
4 calendar day of each month of the total quantity of Delivered Water taken during the preceding
5 month, and the quantity of such water taken as M&I Water.

6 (f) The United States shall not be responsible for the control, carriage
7 handling, use, disposal, or distribution of water, which may be furnished hereunder, outside the
8 facilities then being operated and maintained by the United States. The Agency and Participating
9 Agencies shall hold harmless the United States, its officers, agents and employees from legal
10 liability for damages of any nature whatsoever arising out of any actions or omissions by the
11 Agency, its officers, agents and employees related to the control, carriage, handling, use, or
12 disposal or distribution of water outside the facilities operated and maintained by the United
13 States, unless provided for in any Operations and Maintenance contract between the Contracting
14 Officer and the Agency.

15 MEASUREMENT OF WATER WITHIN THE PARTICIPATING AGENCIES

16 7. (a) Within five (5) years of the effective date of this contract, the Agency and
17 all Participating Agencies shall ensure that, unless one or more of the Participating Agencies
18 establishes an alternative measurement program satisfactory to the Contracting Officer, all
19 Irrigation Water delivered within each of the Participating Agency's service areas is measured at
20 each agricultural turnout and all M&I Water delivered within each of the Participating Agency's
21 service areas is measured at each municipal and industrial service connection. All water
22 measuring devices or water measuring methods of comparable effectiveness must be acceptable to

1 the Contracting Officer. The Participating Agencies shall be responsible for installing, operating,
2 and maintaining and repairing all such measuring devices and implementing all such water
3 measuring methods at no cost to the United States. The Participating Agencies shall use the
4 information obtained from such water measuring devices or water measuring methods to ensure
5 proper management of the water; to bill water users for water delivered by the Participating
6 Agency; and, if applicable, to record water delivered for M&I purposes by customer class as
7 defined in its water conservation plan. Nothing herein contained, however, shall preclude any
8 Participating Agency from establishing and collecting any charges, assessments or other revenues
9 authorized by California law. The Agency shall also include a summary of each of the
0 Participating Agency's annual surface water deliveries in the annual report described in Article
1 14(c).

2 (b) All new surface water delivery systems installed within any Participating
3 Agency's service area after the effective date of this contract shall comply with the measurement
4 provisions described in subdivision (a) of this Article.

5 (c) The Agency shall inform the Contracting Officer and the State of California
6 in writing by April 30 of each Year of the monthly volume of surface Project and non-Project
7 Water delivered by the Agency within the Agency's Service Area during the previous Year.

8 (d) The Agency shall be responsible for ascertaining and reporting to the
9 Contracting Officer whether the amount of Irrigation Water or M&I Water delivered each Year,
10 irrespective of the size of the landholding where the water is used, so that the Contracting Officer
11 can apply the appropriate rates.

1 TRANSFERS OR EXCHANGES OF WATER

2 8. The right to Project Water provided for in this contract may only be sold,
3 transferred, or exchanged with the prior written approval of the Contracting Officer and
4 completed consultation pursuant to Section 7 of the Federal Endangered Species Act of 1973 as
5 amended, and only if authorized by other applicable Federal laws, State laws, and applicable
6 guidelines or regulations then in effect. Notwithstanding the foregoing, the Agency shall have the
7 right, in accordance with the Agency’s contracts with Participating Agencies, to transfer
8 allocations of Project Water among Participating Agencies for use within the Agency’s Service
9 Area without prior consent by or notice to the Contracting Officer, as long as the transfer is in
10 accordance with all the applicable requirements of any Biological Opinion on this contract.
11 Without the prior approval of the Contracting Officer and completed consultation under Section 7
12 of the Endangered Species Act of 1973 as amended, the right to Project Water provided for in
13 this contract may not be sold, transferred, or exchanged outside the Agency’s Service Area.

14 APPLICATION OF PAYMENTS AND ADJUSTMENTS

15 9. (a) The amount of any overpayment by the Agency shall be applied first to any
16 accrued indebtedness arising out of this contract then due and payable to the United States by the
17 Agency, and any amount of such overpayment thereafter remaining shall, at the option of the
18 Agency, be refunded to the Agency or credited upon amounts to become due to the United States
19 from the Agency under the provisions of this contract in the ensuing Year.

20 TEMPORARY REDUCTIONS--RETURN FLOWS

21 10. (a) Subject to: (i) the authorized purposes and priorities of the Project; and
22 (ii) the obligations of the United States under existing contracts, or renewals thereof, providing
23 for water deliveries from the Project, the Contracting Officer shall make all reasonable efforts to
24 optimize Project Water deliveries to the Agency as provided in this contract.

1 (b) The United States may temporarily discontinue or reduce the quantity of
2 Project Water to be delivered to the Agency as herein provided for the purposes of investigation,
3 inspection, maintenance, repair, or replacement of any of the Project facilities or any part thereof
4 necessary for the delivery of Project Water to the Agency, but so far as feasible the Contracting
5 Officer will give the Agency due notice in advance of such temporary discontinuance or
6 reduction, except in case of emergency, in which case no notice need be given: Provided, That
7 the United States shall use its best efforts to avoid any discontinuance or reduction in such
8 service. Upon resumption of service after such reduction or discontinuance, and if requested by
9 the Agency, the United States will, if possible, deliver the quantity of Project Water, which would
10 have been delivered hereunder in the absence of such discontinuance or reduction: Provided
11 further, That with respect to any quantity of Project Water not delivered after a discontinuance or
12 reduction the Agency shall be relieved of its scheduling and payment obligations for such quantity
13 of Project Water.

14 (c) The United States reserves the right to all seepage and return flow water
15 derived from water delivered to the Agency hereunder, which escapes or is discharged beyond the
16 boundaries of the Agency: Provided, That this shall not be construed as claiming for the United
17 States any right to groundwater recharge within the Agency's boundaries subject to the
18 limitations of Article 11, seepage or return flow being put to reasonable and beneficial use
19 pursuant to this contract within the Agency's Service Area by the Agency or those claiming by,
20 through, or under the Agency.

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UNAVOIDABLE GROUND-WATER PERCOLATION

11. The Agency shall not be deemed to have furnished Irrigation Water to Excess Lands or Ineligible Lands within the meaning of this contract if such lands are irrigated with ground water that reaches the underground strata as an unavoidable result of the furnishing of Irrigation Water by the Agency to Eligible Lands.

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SEVERABILITY

12. In the event that a person or entity, who is neither (i) a party to a Project contract nor (ii) a person or entity that received Project Water from a party to a Project contract, nor (iii) an association or other form of organization whose primary function is to represent parties to Project contracts, brings an action in a court of competent jurisdiction challenging the legality of enforceability of a provision included in this contract and said person, entity, association, or organization obtains a final court decision holding that such provision is legally invalid or unenforceable, and the Agency has not intervened in that lawsuit in support of the plaintiff(s), the parties to this contract shall use their best efforts to (i) within thirty (30) days of the date of such final court decision identify by mutual agreement the provisions in this contract which must be revised, and (ii) within three (3) months thereafter promptly agree on the appropriate revision(s). The time periods specified above may be extended by mutual agreement of the parties. Pending the completion of the actions designated above, to the extent it can do so without violating any applicable provision of law, the United States shall continue to make the quantities of Project water specified in this contract available to the Agency pursuant to the provisions of this contract, which were not found to be legally invalid or unenforceable in the final court decision.

1 AGENCY TO PAY CERTAIN MISCELLANEOUS COSTS

2 13. In addition to other payments to be made by the Agency pursuant to this contract,
3 the Agency shall pay to the United States, within sixty (60) days after receipt of a bill and detailed
4 statement submitted by the Contracting Officer to the Agency for such specific items of direct
5 cost incurred by the United States for work requested by the Agency associated with this contract
6 plus a percentage of such direct costs for administrative and general overhead in accordance with
7 applicable Bureau of Reclamation policy and procedures. All such amounts referred to in this
8 Article shall not exceed the amount agreed to in writing in advance by the Agency. This Article
9 shall not apply to costs for routine contract administration.

10 WATER CONSERVATION

11 14. (a) The parties acknowledge that, as of the date of execution of this contract,
12 the Agency and each of the Participating Agencies that is obligated to do so have developed and
13 are implementing water conservation plans (i) which contain definite water conservation goals,
14 appropriate economically feasible water conservation measures, and a time schedule for meeting
15 the water conservation goals, (ii) which meet or exceed (a) the requirements of Federal law and
16 (b) the criteria entitled "U.S. Bureau of Reclamation, Mid-Pacific Region Criteria for Evaluating
17 Water Management Plans," and (iii) and which shall be updated at least every five (5) years.

18 (b) The Agency shall, promptly upon its adoption, submit to the Contracting
19 Officer a copy of any material revision to its water conservation plan or to a water conservation
20 plan of a Participating Agency.

1 (c) The Agency shall submit to the Contracting Officer by February 15, of each
2 Calendar Year, a report of the status of implementation of its water conservation plan and
3 implementation of the water conservation plans of each of the Participating Agencies.

4 (d) (1) If at any time the Contracting Officer concludes that the Agency or
5 a Participating Agency's water conservation plan does not substantially conform to the
6 requirements of Federal law or rules or regulations promulgated by the Contracting Officer
7 pursuant to Federal law, then the Agency and/or each Participating Agency shall amend their
8 respective water conservation plans as necessary to meet the requirements of such law, rule, or
9 regulation.

10 (2) If at any time the Contracting Officer concludes that the Agency or
11 Participating Agency's water conservation plan is materially inconsistent with any water
12 conservation criteria adopted by the Contracting Officer pursuant to Reclamation law then in
13 effect, the Contracting Office shall promptly notify the Agency or Participating Agency of his
14 conclusion and the reasons for it. Thereafter, the Contracting Officer and the Agency or
15 Participating Agency shall promptly confer for the purpose of reaching agreement as to any
16 changes that will be made to the water conservation plan in light of such criteria.

17 WATER ACQUIRED BY THE AGENCY
18 OTHER THAN FROM THE UNITED STATES

19 15. Water or water rights now owned or hereafter acquired by the Agency other than
20 from the United States and Irrigation Water furnished pursuant to the terms of this contract may
21 be simultaneously transported through the same distribution facilities of the Agency subject to the
22 following: (i) if the facilities utilized for commingling Irrigation Water and non-Project water

1 were constructed without funds made available pursuant to Federal Reclamation law, the
2 provisions of Federal Reclamation law will be applicable only to the landholders of lands, which
3 receive Irrigation Water; (ii) the eligibility of land to receive Irrigation Water must be established
4 through the certification requirements as specified in the Acreage Limitation Rules and
5 Regulations 43 CFR Part 426); (iii) the water requirements of eligible lands within the Agency's
6 Service Area can be established, and the quantity of Irrigation Water to be utilized is less than or
7 equal to the quantity necessary to irrigate such eligible lands; and (iv) the facilities utilized for
8 commingling Irrigation Water and non-Project water are constructed with funds made available
9 pursuant to Federal Reclamation law, the non-Project water will be subject to Federal
10 Reclamation law.

11 EXISTING OR ACQUIRED WATER OR WATER RIGHTS

12 16. Except as specifically provided in Article 15 of this contract, the provisions of this
13 contract shall not be applicable to or affect any water or water rights now owned or hereafter
14 acquired by the Agency or any user of such water within the Agency's Service Area from other
15 than the United States. Any such water shall not be considered Project Water under this contract.
16 In addition, this contract shall not be construed as limiting or curtailing any rights, which the
17 Agency or any water user within the Agency's Service Area acquires or has available under any
18 other contract pursuant to the Federal Reclamation law.

19 TITLE TO REMAIN IN THE UNITED STATES

20 17. Title to all of the Project works constructed by the United States shall be and
21 remain in the name of the United States until otherwise provided by the Congress,

1 notwithstanding the transfer of any of such works to the Agency or other non-Federal entity for
2 operation and maintenance.

3 CONTRACTS BETWEEN AGENCY AND PARTICIPATING AGENCIES

4 18. Prior to the delivery of Project Water under this contract to a Participating
5 Agency, the Agency shall enter into a contractual relationship with that Participating Agency,
6 which shall provide that the terms thereof are subject to the terms of this contract. Currently the
7 Agency has contracts with the following Participating Agencies: the California Department of
8 Corrections; the Cities of Fairfield, Suisun City, Vacaville, and Vallejo; the Maine Prairie Water
9 District; the Solano Irrigation District; and the University of California; which contracts provide
10 for a right to renewal upon renewal of the Original Contract.

11 CONDITIONS UPON DELIVERY OF WATER BY THE UNITED STATES 12 FROM THE PROJECT

13 19. The Agency shall be the exclusive party through which the United States furnishes
14 Project Water by contract to water users within the territorial jurisdiction of the Agency.

15 WATER AND AIR POLLUTION CONTROL

16 20. The Agency, in carrying out this contract, shall comply with all applicable water
17 and air pollution laws and regulations of the United States and the State of California, and shall
18 obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

19 QUALITY OF WATER

20 21. (a) Project facilities used to make available and deliver Project Water to the
21 Agency pursuant to this contract shall be operated and maintained to enable the United States to
22 make available and deliver Project Water to the Agency in accordance with the water quality
23 standards specified in subsection 2(b) of the Act of August 26, 1937 (50 Stat. 865), as added by
24 Section 101 of the Act of October 27, 1986 (100 Stat. 3050) or other existing Federal laws. The
25 United States is under no obligation to construct or furnish water treatment facilities to maintain
26 or to better the quality of Project Water furnished to the Agency pursuant to this contract. The

1 United States does not warrant the quality of Project Water made available and delivered to the
2 Agency pursuant to this contract.

3 (b) The operation and maintenance of Project facilities shall be performed in
4 such manner as is practicable to maintain the quality of raw water made available through such
5 facilities at the highest level reasonably attainable as determined by the Contracting Officer. The
6 Agency shall be responsible for compliance with all State and Federal water quality standards
7 applicable to surface and subsurface agricultural drainage discharges generated through the use of
8 Federal or Agency facilities or Project Water provided by the Agency within the Agency's Service
9 Area. This Article shall not affect or alter any legal obligations of the Secretary to provide
10 drainage services.

11 (c) The Contracting Officer shall continue to cooperate with the Agency on
12 programs and projects to improve the quality of water delivered by the Project including, but not
13 limited to, measures to control erosion, sedimentation, and pollutants in the watershed of
14 Monticello Reservoir.

15 COMPLIANCE WITH FEDERAL RECLAMATION LAW

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

21 RULES, REGULATIONS, DETERMINATIONS, AND SHORTAGE

22
23 (a) The parties agree that the delivery of water of the use of Federal facilities
24 pursuant to this contract for non-irrigation purposes is subject to Reclamation law, as amended
25 and supplemented, and the rules and regulations promulgated by the Secretary of the Interior
26 under Reclamation law.

27 (b) The Contracting Officer shall have the right to make determinations
28 necessary to administer this contract that are consistent with the expressed and implied provisions
29 of this contract, the laws of the United States and the State of California, and the rules and
30 regulations promulgated by the Secretary of the Interior. Such determinations shall be made in
31 consultation with the Agency.

32 (c) Where the terms of this contract provide for actions to be based upon the
33 opinion or determination of either party to this contract, said terms will not be construed as

1 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or
2 determinations. Both parties, notwithstanding any other provisions of this contract, expressly
3 reserve the right to seek relief from and appropriate adjustment, including monetary damages, for
4 any such arbitrary, capricious, or unreasonable opinion or determination. Each opinion or
5 determination by either party shall be provided in a timely manner.

6 (d) There may occur at times, during any Year, a shortage in the quantity of
7 water available for furnishing to the Agency for distribution to Participating Agencies. If there is
8 a reduction in the Project Water available to the Agency during any Year because of errors in
9 physical operations of the Project, drought, other physical causes beyond the control of the
10 Contracting Officer, or actions taken by the Contracting Officer to meet legal obligations, no
11 liability shall accrue against the United States or any of its officers, agents, or employees for any
12 damage, direct or indirect, arising therefrom, so long as actions based upon the opinions or
13 determinations of the Contracting Officer are consistent with the standards in this Article 23.

14 (e) No liability shall accrue against the United States or any of its officers,
15 agents, or employees for any damage, direct or indirect, arising from the filing or the pursuit of
16 the petition that the Contracting Officer has filed with the SWRCB, as referred to in Article 3(c),
17 to amend the Solano Project water rights to address the Project's obligation to release water into
18 Putah Creek for public trust resources; Provided, Such petition is reasonable in light of the
19 respective obligations of the parties pursuant to this contract and is consistent with Articles 23(b)
20 and (c), above.

21 (f) The Contracting Officer shall use all reasonable means to guard against a
22 condition of shortage in the quantity of water to be made available to the Agency in any Year
23 pursuant to this contract.

24 CHARGES FOR DELINQUENT PAYMENTS

25 24. (a) The Agency shall be subject to interest, administrative, and penalty charges
26 on delinquent installments or payments. When a payment is not received by the due date, the
27 Agency shall pay an interest charge for each day the payment is delinquent beyond the due date.
28 When a payment becomes 60 days delinquent, the Agency shall pay an administrative charge to
29 cover additional costs of billing and processing the delinquent payment. When a payment is
30 delinquent 90 days or more, the Agency shall pay an additional penalty charge of 6 percent per

1 year for each day the payment is delinquent beyond the due date. Further, the Agency shall pay
2 any fees incurred for debt collection services associated with a delinquent payment.

3 (b) The interest charge rate shall be the greater of the rate prescribed quarterly
4 in the Federal Register by the Department of the Treasury for application to overdue payments, or
5 the interest rate of 0.5 percent per month prescribed by Section 6 of the Reclamation Project Act
6 of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and
7 remain fixed for the duration of the delinquent period.

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

11 EQUAL OPPORTUNITY

12 25. During the performance of this contract, the Agency agrees as follows:

13 (1) The Agency will not discriminate against any employee or applicant for
14 employment because of race, color, religion, sex, or national origin. The Agency will take
15 affirmative action to ensure that applicants are employed, and that employees are treated
16 during employment, without regard to their race, color, religion, sex, or national origin.
17 Such action shall include, but not be limited to, the following: Employment, upgrading,
18 demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates
19 of payment or other forms of compensation; and selection for training, including
20 apprenticeship. The Agency agrees to post in conspicuous places, available to employees
21 and applicants for employment, notices to be provided by the Contracting Officer setting
22 forth the provisions of this nondiscrimination clause.

23 (2) The Agency will, in all solicitations or advertisements for employees placed
24 by or on behalf of the Agency, state that all qualified applicants will receive consideration
25 for employment without discrimination because of race, color, religion, sex, or national
26 origin.

27 (3) The Agency will send to each labor union or representative of workers with
28 which it has a collective bargaining agreement or other contract or understanding, a
29 notice, to be provided by the Contracting Officer, advising the said labor union or
30 workers' representative of the Agency's commitments under Section 202 of Executive
31 Order No. 11246 of September 24, 1965, and shall post copies of the notice in
32 conspicuous places available to employees and applicants for employment.

33 (4) The Agency will comply with all provisions of Executive Order
34 No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant
35 orders of the Secretary of Labor.

1 (5) The Agency will furnish all information and reports required by said
2 amended Executive Order and by the rules, regulations, and orders of the Secretary of
3 Labor, or pursuant thereto, and will permit access to its books, records, and accounts by
4 the Contracting Officer and the Secretary of Labor for purposes of investigation to
5 ascertain compliance with such rules, regulations, and orders.

6 (6) In the event of the Agency's noncompliance with the nondiscrimination
7 clauses of this contract or with any of the said rules, regulations, or orders, this contract
8 may be canceled, terminated, or suspended, in whole or in part, and the Agency may be
9 declared ineligible for further Government contracts in accordance with procedures
10 authorized in said amended Executive Order, and such other sanctions may be imposed
11 and remedies invoked as provided in said Executive Order, or by rule, regulation, or order
12 of the Secretary of Labor, or as otherwise provided by law.

13 (7) The Agency will include the provisions of paragraphs (1) through (7) in
14 every subcontract or purchase order unless exempted by the rules, regulations, or orders
15 of the Secretary of Labor issued pursuant to Section 204 of said amended Executive
16 Order, so that such provisions will be binding upon each subcontractor or vendor. The
17 Agency will take such action with respect to any subcontract or purchase order as may be
18 directed by the Secretary of Labor as a means of enforcing such provisions, including
19 sanctions for noncompliance: Provided, however, That in the event the Agency becomes
20 involved in, or is threatened with, litigation with a subcontractor or vendor as a result of
21 such direction, the Agency may request the United States to enter into such litigation to
22 protect the interests of the United States.

23 GENERAL OBLIGATION--BENEFITS
24 CONDITIONED UPON PAYMENT

25 26. (a) The obligation of the Agency to pay the United States as provided in this
26 contract is a general obligation of the Agency notwithstanding the manner in which the obligation
27 may be distributed among the Agency's water users and notwithstanding the default of individual
28 water users in their obligations to the Agency.

29 (b) The payment of charges becoming due hereunder is a condition precedent
30 to receiving benefits under this contract. The United States shall not make water available to the
31 Agency through project facilities during any period in which the Agency may be in arrears in the
32 advance payment of water rates due the United States. The Agency shall not furnish water made
33 available pursuant to this contract for lands or parties, which are in arrears in the advance
34 payment of water rates levied or established by the Agency.

1 (d) The Contracting Officer shall designate a full-time employee of the Bureau
2 of Reclamation to be the System Manager who shall be responsible for making decisions on
3 denials pursuant to 43 CFR 2.61 and 2.64 amendment requests pursuant to 43 CFR 2.72. The
4 Agency is authorized to grant requests by individuals for access to their own records.

5 (e) The Agency shall forward promptly to the System Manager each proposed
6 denial of access under 43 CFR 2.64; and each request for amendment of records filed under 43
7 CFR 2.71; notify the requester accordingly of such referral; and provide the System Manager with
8 information and records necessary to prepare an appropriate response to the requester. These
9 requirements do not apply to individuals seeking access to their own certification and reporting
10 forms filed with the Agency pursuant to 43 CFR 426.18, unless the requester elects to cite the
11 Privacy Act as a basis for the request.

12 CONTINGENT ON APPORTIONMENT OR ALLOTMENT OF FUNDS

13 29. The expenditure or advance of any money or the performance of any obligation of
14 the United States under this contract shall be contingent upon appropriation or allotment of funds.
15 Absence of appropriation or allotment of funds shall not relieve the Agency from any obligations
16 under this contract. No liability shall accrue to the United States in case funds are not
17 appropriated or allotted.

BOOKS, RECORDS, AND REPORTS

19 30. (a) The Agency shall establish and maintain accounts and other books and
20 records pertaining to administration of the terms and conditions of this contract, including: the
21 Agency's financial transactions, water supply data, and Project land and right-of-way agreements;
22 the water users' land-use (crop census), landownership, land-leasing and water use data; and other
23 matters that the Contracting Officer may require. Reports thereon shall be furnished to the
24 Contracting Officer in such form and on such date or dates as the Contracting Officer may
25 require. Subject to applicable Federal laws and regulations, each party to this contract shall have
26 the right during office hours to examine and make copies of the other party's books and records
27 relating to matters covered by this contract.

28 (b) Notwithstanding Article 30(a) above, the Agency may meet its obligation
29 as set forth in Article 30(a) above through delegation to any Participating Agency.

30 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

31 31. (a) The provisions of this contract shall apply to and bind the successors and
32 assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest
33 therein shall be valid until approved in writing by the Contracting Officer.

1 (b) Unless directed by law to the contrary, no assignment or transfer of this
2 contract or any right or interest therein by the Contracting Officer shall be valid until approved in
3 writing by the Agency.

4 OFFICIALS NOT TO BENEFIT

5 32. No Member of or Delegate to Congress, Resident Commissioner, or official of the
6 Agency shall benefit from this contract other than as a water user or landowner in the same
7 manner as other water users or landowners.

8 CHANGES IN AGENCY'S ORGANIZATION

9 33. While this contract is in effect, no change may be made in the Agency's
10 boundaries, by inclusion or exclusion of lands, dissolution, consolidation, merger or otherwise,
11 except upon the Contracting Officer's written consent.

12 CONFIRMATION OF CONTRACT

13 34. The Agency, after the execution of this contract, shall promptly seek to secure a
14 decree of a court of competent jurisdiction of the State of California, confirming the execution of
15 this contract. The Agency shall furnish the United States a certified copy of the final decree, the
16 validation proceedings, and all pertinent supporting records of the court approving and confirming
17 this contract, and decreeing and adjudging it to be lawful, valid, and binding on the Agency. This
18 contract shall not be binding on the United States until such final decree has been secured.

19 NOTICES

20 35. Any notice, demand, or request authorized or required by this contract shall be
21 deemed to have been given, on behalf of the Agency, when mailed, postage prepaid, or delivered
22 to the Area Manager, Central California Area Office, Bureau of Reclamation, 7794 Folsom Dam
23 Road, Folsom, California 95630-1799, on behalf of the United States, when mailed, postage
24 prepaid, or delivered to the Manager, Solano County Water Agency, 508 Elmira Road, Vacaville,
25 California 95687. The designation of the addressee or the address may be changed by notice
26 given in the same manner as provided in this Article for other notices.

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

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
James C. Turner
OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA

By: *Jack P. ...*
acting Regional Director, Mid-Pacific Region
Bureau of Reclamation

(SEAL)

SOLANO COUNTY WATER AGENCY

By: *George Pettigrove*
Title: Chair man

Attest:

D. N. O...
Secretary

(H:Solanfn.wpd)

EXHIBIT A

Solano County Water Agency Contract Service Area

 Contract Service Area

