



**VIDEO CONFERENCE
RESCHEDULED MEETING OF THE
BOARD OF DIRECTORS**

Byron-Bethany Irrigation District

***Tuesday, September 29, 2020
9:00 a.m.***

***DISTRICT HEADQUARTERS
7995 Bruns Road, Byron, California 94514-1625
Telephone: 209-835-0375 Facsimile: 209-835-2869***

RUSSELL KAGEHIRO
President
Division V

TIM MAGGIORE
Vice President
Division III

LARRY ENOS, JR.
Director
Division I

MARK MAGGIORE
Director
Division II

FELIX MUSCO
Director
Division IV



CHARLES TUSO
Director
Division VI

JEFF BROWN
Director
Division VII

TOM PEREIRA
Director
Division VIII

JACK ALVAREZ
Director
Division IX

AGENDA

Rescheduled Video Conference Board Meeting

Tuesday, September 29, 2020

9:00 AM

Call-in Information:

Meeting ID: Join Zoom Meeting

<https://us02web.zoom.us/j/8458078863>

Meeting ID: 845 807 8863

Call In Number

1-669-900-6833,,8458078863#

NOTE: In accordance with the Governor's Executive Order (N-29-20) and the declared State of Emergency as a result of the threat of COVID-19, members of the Board of Directors and staff will be participating in this meeting remotely from multiple locations. Members of the public are encouraged to use the call-in number, which will allow them to fully participate in the meeting without having to be present in person. If members of the public have any problems using the call-in number during the meeting, please contact the District office at 209-835-0375.

Call to Order/Roll Call/Welcome Division 8 and 9 Directors.

Consider Corrections to the Agenda of Items, as authorized under Government Code Section 54950 et seq.

Opportunity for 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 no more than three minutes per person.

CONSENT CALENDAR

The following items are expected to be routine and non-controversial and can be acted on in one consolidated motion as recommended or may be removed from the Consent Calendar and separately considered at the request of any person.

1. Approve meeting minute summary of August 25, 2020.
2. Approve minute summary of WSID meeting of July 22, 2020.
3. Accept Treasurer's Report for the month of August 2020.
4. Approve Check Register for the month of August, 2020.
5. Approve WSID Check Register through August, 2020.
6. Accept WSID Treasurer's Reports through August, 2020.
7. Ratify the Professional Services Agreement with V&A Consulting Engineers for corrosion engineering services at Pumping Plant 3 South for an amount not to exceed \$15,000.00.
8. Ratify the Professional Services Agreement with Farwest Corrosion Control Company for cathodic protection system repairs for the District Headquarters hydrant system, Mariposa Energy pipeline and the Canal 45 Radial Gate for an amount not to exceed \$35,000.00.

DISCUSSION/ACTION CALENDAR

9. Review and consider adopting Resolution 2020-9 authorizing execution of Repayment Contract 14-06-200-758-LTR1-P for Central Valley Project water service, directing staff to file a Notice of Exemption pursuant to the California Environmental Quality Act, directing staff to file a Validation Action and authorizing actions in furtherance thereof.
10. Review and consider adopting Resolution 2020-10 authorizing execution of (WSID) Repayment Contract 7-07-20-W0045-LTR1-P for Central Valley Project water service, directing staff to file a Notice of Exemption pursuant to the California Environmental Quality Act, directing staff to file a Validation Action and authorizing actions in furtherance thereof.
11. Review and consider "paying off" the Districts' financial obligation of approximately \$484,000 under the San Luis & Delta-Mendota Water Authority Delta Habitat Conservation & Conveyance Plan Activity Agreement.
12. Consider authorizing the purchase of three pickup trucks with Tracy Ford for a cost not to exceed \$92,300.00

REPORTS

Directors
General Counsel
General Manager

RUSSELL KAGEHIRO
President
Division V

TIM MAGGIORE
Vice President
Division III

LARRY ENOS, JR.
Director
Division I

MARK MAGGIORE
Director
Division II



FELIX MUSCO
Director
Division IV

CHARLES TUSO
Director
Division VI

JEFF BROWN
Director
Division VII

RICK GILMORE
General Manager
Secretary

MINUTE SUMMARY

Video Conference Board Meeting
Tuesday, August 25, 2020, 9:00 AM

Call-in Information:

Meeting ID: Join Zoom Meeting
<https://us02web.zoom.us/j/8458078863>

Meeting ID: 845 807 8863

Call In Number

1-669-900-6833,,8458078863#

The Board of Directors of the Byron-Bethany Irrigation District convened at approximately 9:00 a.m. This meeting was held via teleconference in accordance with the Governor's Executive Order (N-29-20) and the declared State of Emergency as a result of the threat of COVID-19, with President Kagehiro presiding

CALL TO ORDER – ROLL CALL 9:08 a.m.

ADOPTION OF THE AGENDA

M/S/C (T. Maggiore/Brown) Vote: (Ayes: Brown, Kagehiro, M. Maggiore, T. Maggiore, Tuso; Noes: 0; Absent: Enos, Musco; Abstain: 0): Adopt the Agenda

CONSENT CALENDAR

1. Approve meeting minute summary of July 21, 2020.
2. Accept Treasurer's Reports for the months for July 2020.
3. Approve Check Registers for the month of July 2020.

M/S/C (T. Maggiore/Brown) Vote: (Ayes: Brown, Kagehiro, M. Maggiore, T. Maggiore, Tuso; Noes: 0; Absent: Enos, Musco; Abstain: 0): Adopt Consent Calendar

DISCUSSION/ACTION CALENDAR

4. Consider authorizing the purchase of an upstream level control gate from Golden Harvest, Inc. for a cost not to exceed \$65,000.00 (Canal 45/Byron Hot Springs Project).

M/S/C (Brown/M. Maggiore) Vote: (Ayes: Brown, Kagehiro, M. Maggiore, T. Maggiore, Tuso; Noes: 0; Absent: Enos, Musco; Abstain: 0): After reviewing the Independent Auditing firm's financial report the motion to accept the FYE 2019 Financial Reports.

5. Lawrence Annexation – requesting Board Authorization to begin the 30-day public review period for the Proposed Negative Declaration, and distribution to affected agencies for their review.

M/S/C (T. Maggiore/Brown) Vote: (Ayes: Brown, Kagehiro, M. Maggiore, T. Maggiore, Tusó; Noes: 0; Absent: Enos, Musco; Abstain: 0): After giving a report to the Board of Directors, the above vote was taken.

ADJOURNMENT 9:26 a.m.

Submitted on August 30, 2020

Approved on September 29, 2020

Ms. Kelley Geyer, Deputy Secretary

Mr. Russell Kagehiro, President

ATTENDANCE

Directors Present:

Russell Kagehiro	Division V
Mark Maggiore	Division II
Tim Maggiore	Division III
Charles Tusó	Division VI
Jeff Brown	Division VII

Staff/Consultants/Present:

Rick Gilmore, General Manager
Kelley Geyer, AGM/Director of Admin
Michael Vergara, SSD Law
Alyson Ackermen, SSD Law
Nick Janes, J-COMM, Inc.

Directors Absent:

Larry Enos
Felix Musco

**MINUTES OF THE MEETING OF THE BOARD
OF DIRECTORS OF THE WEST SIDE IRRIGATION
DISTRICT HELD JULY 22, 2020**

These are the minutes of the meeting of the Board of Directors of The West Side Irrigation District held July 22, 2020.

The roll was called and the following Directors were present: Alvarez, Mattos & Pereira telephonically & Serpa at the close of Scheduled Business. Also present were General Manager Rick Gilmore and Secretary Carol Petz.

The meeting was called to order by President Alvarez.

The Board retired to Closed Session to discuss one existing litigation case. At the conclusion of Closed Session the Board returned to their seats. President Alvarez reported that no action was taken.

The General Manager reminded the Directors of the Byron Bethany Irrigation District and The West Side Irrigation District Consolidation telephonic public hearing to receive any protests against the consolidation. LAFCo has arranged a telephonic hearing which will be held August 4, 2020, at 9:00 a.m. Providing a less than 50% protest rate for the consolidation, the Certificate of Completion can be issued for final approval at the August 13, 2020 LAFCo Meeting.

President Alvarez called for acceptance of the 2019 Annual Independent Audit. Secretary Petz gave an overview of the Audit. A motion was made by Director Mattos and seconded by Director Pereira to accept the 2019 Annual Independent Audit as prepared by Schwartz Giannini Lantsberger & Adamson. Motion carried by the following vote: Ayes: Alvarez, Mattos, and Pereira. Absent: Serpa.

The General Manager presented the Assignment of Central Valley Project Water Contract Between The West Side Irrigation District and Byron-Bethany Irrigation District. Once LAFCo files the Certificate of Completion, the Agreement will be submitted to the Bureau of Reclamation and will request inclusion of WSID lands into BBID. Following a brief discussion a motion was made by Director Pereira and seconded by Director Mattos to accept the Agreement and authorize signing by the President and Secretary. Motion carried by the following vote: Ayes: Alvarez, Mattos, and Pereira. Absent: Serpa.

There were no reports.

The supplemental page of the agenda was reviewed.

The minutes from the meeting of the Board of Directors held June 17, 2020, were presented for approval. Upon a motion made by Director Mattos, and seconded by Director Serpa, the minutes were approved as presented. Motion carried unanimously.

Thereupon, the Treasurer's Report for the month of June was presented for approval along with the following vouchers. Upon a motion made by Director Mattos, and seconded by Director Serpa, the Treasurer's Report was approved and the vouchers were approved as paid. Motion carried unanimously.

**THE WEST SIDE IRRIGATION DISTRICT
VOUCHERS PRESENTED FOR APPROVAL
July 22, 2020**

<u>Voucher</u> <u>No.</u>	<u>Name</u>	<u>Amount</u>
17877	Alhambra	74.45
17878	AT&T	150.03
17879	Correia Garden Service	80.00
17880	Laurina Rocha	100.00
17881	Delta Water Users Assn.	650.00
17882	PG&E	143.35
17883	Staples Credit Plan	203.24
17884	Tracy Glass Shop	350.00
17885	Oak Valley Community Bank – State Deposit	259.11
17886	Oak Valley Community Bank – Federal Deposit	1,945.64
17887	VALIC	1,789.96
17888	ACWA/JPIA	21,174.43
17889	ARCO	1,441.31
17890	City of Tracy	165.55
17891	Comcast	116.82
17892	Cox Bros Tire Service	20.00
17893	Deere Credit, Inc.	33,999.03
17894	O'Reilly Automotive, Inc.	159.98
17895	Rexel of America, LLC	2,387.82
17896	Van's Ace Hardware	134.76
17897	Zenith Insurance Co.	1,100.00
17898	Delta Disposal Service	129.46
17899	Bureau of Reclamation	53,223.97

17900	AT&T Mobility	133.66
17901	Oak Valley Community Bank – State Deposit	310.88
17902	Oak Valley Community Bank – Federal Deposit	2,233.78
17903	PWRPA	41,703.32
17904	California Welding Supply	26.40
17905	Mechanical Analysis/Repair, Inc.	17,870.04
17906	Mechanics Bank Visa Card	767.63
17907	Alhambra	32.49
17908	AT&T	150.85
17909	Byron-Bethany ID	17,267.63
17910	Herum/Crabtree/Suntag	586.95
17911	PG&E	145.02
17912	Herum/Crabtree/Suntag – Delta Litigation	105.57
17913	Jack Alvarez	100.96
17914	Stephen R. Serpa	100.96
17915	Thomas Pereira	100.96
17916	Randy Mattos	100.96

There being no further business to discuss, the meeting was adjourned to such time as a meeting becomes necessary.

Respectfully submitted,

Carol Petz.
Secretary

BYRON BETHANY IRRIGATION DISTRICT
Treasurer's Monthly Report of Investments as of August 2020
Unaudited For Management Purposes Only

AGENDA ITEM NO. 3

Investment	Transfer Account (1010A)	Transfer Account (1010C)	Transfer Account (1010D)	Payroll Account (1011A)	Investment Acct (1003)	Investment Acct (1003A)	Investment Acct (1017)	Investment Acct (1017)	Petty Cash (1080)	
Institution	CVCB Muni	OVCB Muni	OVCB Liquidity Plus	OVCB Payroll	LAIF	LAIF Construction	Comerica JPMorgan Chase	Comerica Morgan Stanley Bank	On-Hand	Total
Interest Rate	0.65%	0.500%	0.500%	0.500%	0.784%	0.784%	1.00%	2.70%		
Maturity							04/30/29	03/08/21		
Portfolio							1.61%	1.61%		3.21%
Beginning Balance	\$1,019,169.74	\$816,943.21	\$6,192,784.47	\$0.00	\$1,907,292.09	\$4,913,000.00	\$250,000.00	\$250,000.00	\$200.00	\$15,349,389.51
Activity	\$0.00	(\$836,066.56)	(\$205,651.75)	(\$88,342.45)	\$0.00	\$0.00	\$0.00	\$0.00	(\$72.00)	(\$1,130,132.76)
Deposits	\$562.64	\$822,188.43	\$427,867.31	\$88,342.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,338,760.83
CLOSING BALANCE	\$1,019,732.38	\$803,065.08	\$ 6,414,800.03	\$0.00	\$1,907,292.09	\$4,913,000.00	\$250,000.00	\$250,000.00	\$128.00	\$15,558,017.58
RESERVES									Account Code	Total
The above investments include the following Reserves:										
Insurance/SIR Reserve									GL 3103	\$105,000.00
SLDMWA - DHCCP Payment Reserve									GL 3109	\$1,000,000.00
Rolling Stock Replacement Reserve									GL 3105	\$100,000.00
Construction Equipment Replacement Reserve									GL 3106	\$100,000.00
Groundwater Management Program									GL 3107	\$200,000.00
OME & GA Reserve									GL 3110	\$2,933,249.64
Mountain House Infrastructure Replacement									GL 3123	\$2,000,000.00
CVP Service Area Capital Improvement									GL 3122	\$50,000.00
PERS Contribution Contingency									GL 3117	\$500,000.00
Capital Improvement Plan - Ten year CIP Plan									GL 3102	\$1,476,085.52
Legal Reserve									GL 3100	\$1,000,000.00
2017 Series Debt Payment Reserve									GL 2850	\$1,600,000.00
2018 Revenue Bonds Debt Payment Reserve									GL 2850	\$1,000,000.00
TOTAL RESERVES										\$12,064,335.16
TOTAL CASH										\$15,558,017.58
(Less) Designated Reserves										(\$12,064,335.16)
UNDESIGNATED RESERVES										\$3,493,682.42
<p>* No investments were made pursuant to Subdivision (I) of Section 53601, 53601.1, and Subdivision (I) Section 53635 of the Government Code.</p> <p>** All investments were made in accordance with the Treasurer's annual statement of investment policy and Board instruction.</p> <p>*** The amounts and maturities of the investments will enable the District to fund its cash flow requirements during the next six months (Gov't Code Sec. 53646 (b) (3)).</p>										



California State Treasurer
Fiona Ma, CPA



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POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	6.777	6.904	6.820	6.982	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.990	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.892	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.789	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784				

Byron-Bethany Irrigation District
Income Statement
Compared with Budget
For the Eight Months Ending August 31, 2020

	Current Month Actual	Year to Date Actual	Year to Date Budget
Revenues			
CVPSA Supplemental Water Sales	\$ 95,957.50	\$ 227,907.50	\$ 300,000.00
Construction Water	2,954.00	18,638.00	3,500.00
Supplemental Water Option	0.00	597,631.98	0.00
Mountain House Water	87,149.53	483,939.96	725,000.00
BOR AG	85,254.21	361,233.98	0.00
BOR M/I	1,702.10	11,625.94	0.00
CVPIA Restoration (M&I)	1,287.38	9,781.25	0.00
CVPIA Restoration (Ag)	9,028.35	55,327.02	0.00
SLDMWA O&M	20,014.62	92,834.54	0.00
Byron Ag Service Area	112,021.65	446,489.55	400,000.00
Byron M&I Service Area	5,006.50	5,006.50	15,000.00
Bethany Ag Service Area	49,501.40	188,284.20	190,000.00
Bethany M&I Service Area (MEP)	2,064.41	14,925.74	22,000.00
USBR Trinity PUD Assessment	264.63	1,633.68	0.00
Gas Tax Refund	0.00	1,580.55	1,580.55
Administration Costs - Fees	25.00	375.00	1,800.00
Annexation Fees	0.00	63,918.00	0.00
Interest on Bank Accounts	3,265.31	130,107.60	300,000.00
Stand-by Revenue	0.00	80,958.63	80,718.64
CVPSA Ag O&M Charge	0.00	20,157.56	20,000.00
CVPSA M & I O&M Charge	0.00	161,397.96	167,000.00
CVPSA M/I with AG Alloc Charge	0.00	12,525.27	10,000.00
Alameda Property Tax Revenue	17,583.36	165,944.73	330,000.00
Contra Costa Property Tax Rev	0.00	167,595.90	350,000.00
San Joaquin 46701 Zn2 Prop Tax	1,629.02	1,972,575.96	3,750,000.00
Reimburse SLDMWA Assess	22,140.46	102,121.60	0.00
Supplemental Water CVPSA	0.00	2,167.82	0.00
PG&E Power(CVPSA)Reimbursed	16,871.63	60,764.13	75,000.00
O&M Labor Recovery	7,657.00	117,105.00	50,000.00
Equipment Use Recovery	0.00	2,975.00	0.00
O & M Materials Recovery	16,762.66	100,447.58	30,000.00
Engineering Recovery	0.00	60,739.75	7,500.00
Admin Labor Recovery	6,366.67	43,673.36	62,000.00
JPIA Refunds	0.00	45,953.50	0.00
Reimburse Director's Benefit	13,286.06	52,649.24	78,726.36
Legal Cost Recovery	0.00	51,829.28	0.00
Rental Unit	560.00	4,760.00	7,280.00
Agricultural Leases	0.00	7,125.00	4,402.50
Other Income	1,399.22	1,437.27	0.00
Total Revenues	579,752.67	5,946,145.53	6,981,508.05
Cost of Sales			
Total Cost of Sales	0.00	0.00	0.00
Gross Profit	579,752.67	5,946,145.53	6,981,508.05

Expenses			
BOR AG	19,684.70	524,745.46	0.00
BOR M/I	1,272.62	9,128.09	0.00
CVPSA Restoration (M&I)	1,265.56	9,600.80	0.00
CVPSA Restoration (Ag)	0.00	44,207.32	0.00
SLDMWA O&M	0.00	84,857.68	0.00
USBR Trinity PUD Assess REIMB	6.96	698.16	0.00
O&M Auto & General Liability	1,684.05	13,472.40	20,526.45
Transformer Maintenance	0.00	0.00	3,000.00
Maintenance Trans. Lines/Poles	0.00	0.00	20,000.00
Pump Control Panels	0.00	0.00	3,500.00
Sub-Station	0.00	0.00	3,500.00
SLDMWA Membership Assessment	30,647.41	72,728.22	80,000.00
Electrical Engineering Services	0.00	0.00	3,000.00
SWRCB User Fee (CVPSA)	0.00	0.00	25,000.00
WSID Wheeling Fee	0.00	309.00	309.00
Supplemental Water Purchase	0.00	57,703.08	60,000.00
Pump/Motor Maintenance	0.00	2,107.73	10,000.00
Pump/Motor Maintenance (CVPSA)	0.00	5,968.07	2,500.00
Pump/Motor Maintenance (RWSA1)	0.00	0.00	2,500.00
Pump/Motor Lube	0.00	0.00	1,500.00
SCADA/Telemetry-Auto Control	(354.00)	11,813.53	35,000.00
Motor Control Maintenance	0.00	0.00	5,000.00
Motor Control Maint. (CVPSA)	0.00	0.00	2,500.00
Motor Control Maint. (RWSA1)	0.00	0.00	2,500.00
PG&E Power	4,743.03	33,613.62	70,000.00
PG&E Power(CVPSA)	12,677.51	130,544.10	20,000.00
Emergency Generators	0.00	3,885.12	10,000.00
WAPA Power	5,926.50	61,737.87	180,000.00
WAPA Restoration	0.00	15,824.33	45,000.00
O&M Employee Relations	0.00	183.81	1,000.00
WWTF Chief Operator	2,080.00	18,135.00	36,000.00
O&M Labor Full Time	39,402.16	311,678.05	607,601.49
O&M Other Compensation	1,947.05	43,816.56	85,457.17
O&M Health Insurance	8,928.61	76,472.25	164,784.72
O&M Dental Insurance	280.80	2,464.80	6,847.68
O&M Vision Insurance	167.04	1,466.24	2,227.20
O&M Retirement (PERS)	1,967.83	29,427.21	60,000.00
O&M Worker's Comp	0.00	25,939.89	40,000.00
O&M Medicare	681.90	5,697.56	9,422.85
O&M Social Security	2,915.65	24,361.47	40,290.79
O&M Life Insurance	119.90	1,053.60	1,630.80
O&M Longevity	323.10	2,607.87	4,150.00
O&M Pesticide	218.18	1,418.16	600.00
O&M Overtime	3,056.25	15,272.25	50,000.00
O&M - Employee Assist Program	501.48	683.80	1,308.40
Canal Maintenance	0.00	0.00	10,000.00
Station Maintenance	156.94	1,846.65	8,000.00
Laterals/Structures	0.00	0.00	10,000.00
Laterals/Structures(CVPSA)	0.00	0.00	5,000.00
Material/Hardware/Fasteners	10,452.81	94,914.66	10,000.00
Sub laterals/Pipelines	0.00	2,096.91	10,000.00
Canal Gate Maintenance	0.00	4,066.10	8,000.00
Canal Gate Maintenance (CVPSA)	0.00	0.00	2,000.00
Surface Drains	0.00	0.00	9,000.00

Tile Drains	0.00	0.00	5,000.00
Canal Crossings	0.00	0.00	2,000.00
Communications	524.07	13,056.78	20,000.00
Small Tools & Equipment	0.00	5,113.13	10,000.00
Building Maintenance	0.00	1,194.45	5,000.00
Grounds Maintenance	1,370.00	10,655.83	17,000.00
Fire System	0.00	2,628.36	9,000.00
Security System	549.63	2,929.56	6,500.00
HVAC Service Supplies	0.00	3,980.34	7,000.00
Janitorial Services/Supply	205.66	1,836.14	20,000.00
Pest Management	76.00	768.00	1,800.00
Uniforms/Clothing Allowance	380.48	4,753.24	8,500.00
Shop Supplies	174.42	1,594.56	6,500.00
Welding Shop & Supplies	0.00	2,729.24	4,000.00
Meter Shop	0.00	0.00	1,000.00
Vehicle Maintenance	318.07	10,331.74	20,000.00
Equipment Maint.	245.78	7,553.34	20,000.00
Fuel/Lube/Oil/Tires	8,383.63	63,714.79	90,000.00
MileageReimbursement	71.47	708.61	500.00
Waste Oil Disposal	0.00	555.00	500.00
Canal Fences	0.00	0.00	2,500.00
Rodent Control	0.00	900.34	2,000.00
Right of Way Weed Control	0.00	1,600.64	40,000.00
Weed Burning	0.00	629.39	2,000.00
Aquatic Weed Control	861.90	89,124.92	150,000.00
Road Maint. & Right of Way	0.00	0.00	10,000.00
Water Quality Testing	0.00	0.00	5,000.00
Flow Meter Repairs	0.00	0.00	5,000.00
Flow Meter Repairs(CVPSA)	1,865.25	1,865.25	1,000.00
Safety Supplies/Equipment	6,635.97	14,806.11	11,000.00
Worker Safety Training	0.00	888.98	4,500.00
Physical Exams	206.40	695.05	3,000.00
Engineering	8,230.90	102,415.05	215,000.00
GSA Implementation	35,782.48	389.81	70,000.00
O&M Continuing Education	0.00	340.00	3,500.00
Permits/Licenses(CVPSA)	0.00	0.00	2,000.00
Propane Facilities	0.00	2,399.07	2,500.00
Refuse/Disposal	0.00	3,091.69	5,000.00
Bottled Water Service	277.38	2,517.55	4,000.00
General Manager	20,765.44	176,506.23	269,950.64
Admin Support Staff	6,937.50	54,223.50	113,422.40
Admin Part Time	0.00	3,287.85	37,440.00
Director of Business Admin	9,800.30	83,302.55	127,403.90
Admin Other Compensation	765.00	39,405.89	55,843.61
Admin Health Insurance	3,977.89	35,428.40	44,303.88
Admin Dental Insurance	124.80	1,123.20	1,497.60
Admin Vision Insurance	74.24	668.16	890.88
Admin Retirement (PERS)	1,890.67	28,273.24	58,030.50
Admin Worker's Comp	0.00	3,234.89	3,000.00
Admin Social Security	1,092.34	18,018.15	31,922.37
Admin Medicare	559.58	5,187.71	7,465.72
Admin Life Insurance	106.16	955.44	1,273.92
Admin Longevity	230.78	1,869.31	2,900.00
Admin Pesticide	92.30	784.55	1,200.00
Admin Employee Relations	0.00	161.81	400.00

State Unemployment Insurance	0.00	2,248.59	4,000.00
FUTA Tax	0.00	613.25	800.00
Office Supplies	464.35	3,602.36	5,000.00
Payroll Services	349.24	3,254.27	5,500.00
Postage	0.00	700.00	1,800.00
Printing, Forms, Maps, Etc	0.00	268.43	3,000.00
Printing (Legal)	0.00	0.00	800.00
DHQ Telephone	852.26	6,784.84	8,000.00
Bank Fees	0.00	39.00	1,000.00
Trustee Fees	0.00	0.00	1,500.00
Dir -Employee Assist Program	17.99	163.45	215.88
Admin-Employee Assist Program	10.28	93.40	1,123.36
Admin Auto & Liability Program	1,122.70	8,981.60	13,677.30
Property Insurance	2,495.97	17,998.32	26,012.76
Business Systems Services	633.54	5,103.81	11,000.00
Pension Fund - 401A	0.00	11,550.00	19,800.00
OPEB	0.00	63,601.00	0.00
Retiree's Health Insurance	2,631.90	26,208.20	43,418.16
State Emp. Training Tax	0.00	102.22	150.00
Director's Fees/ Expenses	0.00	2,931.09	15,000.00
Director's Benefits	13,460.62	121,145.58	161,527.44
District Officials'	0.00	7,109.10	45,000.00
Legal Services	17,156.88	307,418.50	770,000.00
CVPSA - Legal	10,081.98	63,859.19	70,000.00
Legal-Development Services	0.00	130,959.56	0.00
Auditing	15,713.40	15,713.40	14,000.00
Actuarial Services	0.00	1,900.00	4,000.00
Election	0.00	0.00	2,500.00
Record Retention	0.00	0.00	250.00
Rental Unit	30.02	30.02	1,000.00
Permits, Dues & Subscriptions	287.00	22,762.09	50,000.00
Admin. Continuing Education	0.00	0.00	1,000.00
Recording Fees	22.00	138.00	500.00
Interest Expense	0.00	100,348.50	200,697.00
Hardware/Software	675.04	7,234.48	15,000.00
Public Outreach	4,900.00	39,200.00	61,800.00
Website	2,100.00	16,800.00	25,400.00
State/Federal Representation	0.00	63,171.18	150,000.00
HR Consulting	0.00	24,000.00	48,000.00
Miscellaneous Expense	0.00	4,863.40	0.00
Total Expenses	336,335.70	3,635,642.09	5,120,373.87
Net Income	\$ 243,416.97	\$ 2,310,503.44	\$ 1,861,134.18

Byron-Bethany Irrigation District
Balance Sheet
August 31, 2020

ASSETS

Current Assets		
Cash-L.A.I.F. State Treasurer	\$	1,907,292.09
Cash-L.A.I.F. Construction		4,913,000.00
CVCB Muni		1,019,732.38
OVCB Muni		799,897.74
Liquidity Plus		6,414,800.03
Comerica		481,980.00
Petty Cash		128.00
Accts Receivable		132,748.18
Accts Receivable - Other		52,385.52
Prepaid Insurance		25,844.51
		<hr/>
Total Current Assets		15,747,808.45
Property and Equipment		
Allowance for Depreciation		(15,822,694.16)
District Lands		1,837,509.52
General Properties		17,769,887.28
CVPSA Distribution System		792,082.88
Pumping Plant		15,033,122.70
Telemetry/SCADA		261,167.19
Office Equipment		144,242.93
Automotive Equipment		1,006,175.81
General Tools & Equipment		1,505,905.68
PL 984 Project		2,166,723.17
Mariposa Energy Plant		4,716,153.80
Work in Progress		5,540,987.51
		<hr/>
Total Property and Equipment		34,951,264.31
Other Assets		
		<hr/>
Total Other Assets		0.00
		<hr/>
Total Assets	\$	50,699,072.76
		<hr/>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	108,410.61
Health Insurance Payable		(368.54)
Deferred Comp - Payable		9,075.00
Accrued Vacation		75,826.60
Dental Insurance Payable		361.99
Developer Security Deposit		45,000.00
Net Pension Liability		597,819.00
Deferred Inflows		109,085.00
Deferred Outflows		(159,428.00)
Deferred Outflows Contribution		(56,329.00)
Net OPEB Liability/Asset		(213,572.00)
Deferred Outflows (OPEB)		113,913.00
		<hr/>
Total Current Liabilities		629,793.66

Unaudited - For Management Purposes Only

Byron-Bethany Irrigation District
Balance Sheet
August 31, 2020

Long-Term Liabilities		
2018 Enterprise Revenue Bond	4,755,000.00	
2017 Revenue Refi Bond	1,944,000.00	
Long Term Bureau Debt	2,542,989.00	
	<hr/>	
Total Long-Term Liabilities		9,241,989.00
		<hr/>
Total Liabilities		9,871,782.66
 Capital		
Retained Earnings	26,452,451.50	
Legal Reserve	1,000,000.00	
10 Year CIP Reserve	1,476,085.52	
Insurance/SIR Reserve	105,000.00	
Rolling Stock Replacement Res.	100,000.00	
Construction Equipment Replace	100,000.00	
Groundwater Mgmt Program Res	200,000.00	
SLDMWA-DHCCP Reserve	1,000,000.00	
Op & Maint, Eng. & Gen. Admin.	2,933,249.64	
PERS Contribution Contingency	500,000.00	
CVPSA Capital Improve Reserve	50,000.00	
RWSA Infrastructure Replacement	2,000,000.00	
2017 Series Debt Payment Reser	1,600,000.00	
2018 Revenue Bonds Debt Pmt Re	1,000,000.00	
Net Income	2,310,503.44	
	<hr/>	
Total Capital		40,827,290.10
		<hr/>
Total Liabilities & Capital	\$	50,699,072.76
		<hr/>

Byron-Bethany Irrigation District
Account Reconciliation
As of Aug 31, 2020
1010A - CVCB Muni
Bank Statement Date: August 31, 2020

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	1,019,169.74
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	562.64
Ending GL Balance	1,019,732.38
Ending Bank Balance	1,019,732.38
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	0.00
Ending GL Balance	1,019,732.38



BYRON BETHANY IRRIGATION DISTRICT
7995 BRUNS RD
BYRON CA 94514-1625

8-31-20

XX
Page 1

Account Number

LODI OFFICE
(559)298-1775 24-Hour BankLine (559) 297-6638
Out of Local area (866) 455-6638

Introducing Digital Wallet
You can now connect your Central Valley Community Bank
Personal, Business, and Health Savings Account Debit Cards
to Apple Pay, Google Pay or Samsung Pay and use your smartphone to make
purchases. Learn more about Digital Wallet at www.cvcb.com/digital-wallet

ACCOUNT NUMBER SPECIAL MONEY MARKET CHECKING

ACCOUNT SUMMARY

Previous Balance	7-31-20	1,019,169.74
+ Deposits/Credits		.00
- Checks/Debits		.00
- Service Charge		.00
+ Interest Paid		562.64
Current Balance	8-31-20	1,019,732.38

CREDIT ACTIVITY AND OTHER DEBITS

Date	Tracer Description	Amount
8-31	999 INTEREST PAYMENT	562.64

INTEREST SUMMARY

Interest Earned From	8/01/20 Through	8/31/20
Days in Statement Period		31
Interest Earned		562.64
Annual Percentage Yield Earned		.65 %
Interest Paid this Year		6,513.63
Interest Withheld this Year		.00

* - - - - - OVERDRAFT CHARGES/REFUNDS SUMMARY - - - - - *			
	This Cycle	YTD	
Total returned item fees	.00	.00	.00
Total overdraft fees	.00	.00	.00
Total fees charged	.00	.00	.00

	This Cycle	YTD	
Refund of returned check fees	.00	.00	.00
Refund of paid check fees	.00	.00	.00
Total fees refunded	.00	.00	.00

DAILY BALANCE

Date	Balance	Date	Balance	Date	Balance
7-31	1019169.74	8-31	1019732.38		

Continued on Next Page

Byron-Bethany Irrigation District
Account Reconciliation
As of Aug 31, 2020
1010C - OVCB Muni
Bank Statement Date: August 31, 2020

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance				770,991.04
Add: Cash Receipts				611,045.20
Less: Cash Disbursements				(270,824.66)
Add (Less) Other				(311,513.84)
Ending GL Balance				<u>799,897.74</u>
Ending Bank Balance				803,065.08
Add back deposits in transit				
Total deposits in transit				
(Less) outstanding checks				
	Jul 1, 2020	42668	(900.34)	
	Aug 11, 2020	42769	(405.00)	
	Aug 17, 2020	42811	(192.00)	
	Aug 18, 2020	42815	(1,670.00)	
Total outstanding checks				(3,167.34)
Add (Less) Other				
Total other				
Unreconciled difference				<u>0.00</u>
Ending GL Balance				<u><u>799,897.74</u></u>



OAK VALLEY COMMUNITY BANK
TRACY
1034 NORTH CENTRAL AVE.
TRACY CA 95376
(209) 834-3340

BYRON BETHANY IRRIGATION DISTRICT
MUNI ACCOUNT
7995 BRUNS ROAD
BYRON CA 94514-1625

ACCOUNT NUMBER: :
STATEMENT DATE: 8/31/20
PAGE: 1 OF 31

WEB SITE: www.ovcb.com
www.escbank.com
TOLL FREE NUMBER: 866-844-7500

ECONOMY CHECKING-PUBLIC

BYRON BETHANY IRRIGATION DISTRICT
MUNI ACCOUNT

Acct

Beginning Balance	8/01/20	816,943.21	
Deposits / Misc Credits	20	822,188.43	
Withdrawals / Misc Debits	83	836,066.56	
** Ending Balance	8/31/20	803,065.08	**
Service Charge		.00	

Enclosures 71

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
8/04	435.47		Trnsfr from Checking Acct Ending in 0095
8/05	4,452.60		Trnsfr from Checking Acct Ending in 0095
8/06	31,327.28		Trnsfr from Checking Acct Ending in 0095
8/07	16,481.21		Trnsfr from Checking Acct Ending in 0095
8/10	84,593.68		DEPOSIT
8/10	522.00		Trnsfr from Checking Acct Ending in 0095
8/12	44,131.47		DEPOSIT
8/12	144.71		Trnsfr from Checking Acct Ending in 0095
8/14	1,453.14		Trnsfr from Checking Acct Ending in 0095
8/17	11,212.85		Trnsfr from Checking Acct Ending in 0095
8/18	36,218.66		Trnsfr from Checking Acct Ending in 0095
8/19	139,337.98		DEPOSIT
8/19	2,526.50		Trnsfr from Checking Acct Ending in 0095
8/21	40,013.17		Trnsfr from Checking Acct Ending in 0095
8/24	145,214.99		DEPOSIT
8/24	18,684.14		Trnsfr from Checking Acct Ending in 0095
8/26	17,754.48		Trnsfr from Checking Acct Ending in 0095
8/27	2,195.70		Trnsfr from Checking Acct Ending in 0095
8/31	203,258.56		DEPOSIT
8/31	22,229.84		Trnsfr from Checking Acct Ending in 0095

Byron-Bethany Irrigation District
Account Reconciliation
As of Aug 31, 2020
1010D - Liquidity Plus
Bank Statement Date: August 31, 2020

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	8,192,784.47
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>222,015.56</u>
Ending GL Balance	<u>6,414,800.03</u>
Ending Bank Balance	6,414,800.03
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u>6,414,800.03</u>



OAK VALLEY COMMUNITY BANK
TRACY
1034 NORTH CENTRAL AVE.
TRACY CA 95376
(209) 834-3340

BYRON BETHANY IRRIGATION DISTRICT
7995 BRUNS ROAD
BYRON CA 94514-1625

ACCOUNT NUMBER:
STATEMENT DATE: 8/31/20
PAGE: 1 OF 2

WEB SITE: www.ovcb.com
www.escbank.com

TOLL FREE NUMBER: 866-844-7500

OAK TREE CHECKING-PUBLIC BYRON BETHANY IRRIGATION DISTRICT Acct

Beginning Balance	8/01/20	6,192,784.47	
Deposits / Misc Credits	6	427,667.31	
Withdrawals / Misc Debits	15	205,651.75	
** Ending Balance	8/31/20	6,414,800.03	**
Service Charge		.00	
Interest Paid Thru 8/31/20		2,702.67	
Interest Paid Year To Date		33,322.90	
Minimum Balance		6,318,264	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
8/03	178,698.81		Trnsfr from Checking Acct Ending in 0060
8/11	83,088.68		Trnsfr from Checking Acct Ending in 0060
8/13	44,130.47		Trnsfr from Checking Acct Ending in 0060
8/20	11,353.45		Trnsfr from Checking Acct Ending in 0060
8/25	107,693.23		Trnsfr from Checking Acct Ending in 0060
8/31	2,702.67		INTEREST EARNED

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
8/04		435.47	Trnsfr to Checking Acct Ending in 0060
8/05		4,452.60	Trnsfr to Checking Acct Ending in 0060
8/06		31,327.28	Trnsfr to Checking Acct Ending in 0060
8/07		16,481.21	Trnsfr to Checking Acct Ending in 0060
8/10		522.00	Trnsfr to Checking Acct Ending in 0060
8/12		144.71	Trnsfr to Checking Acct Ending in 0060
8/14		1,453.14	Trnsfr to Checking Acct Ending in 0060
8/17		11,212.85	Trnsfr to Checking Acct Ending in 0060
8/18		36,218.66	Trnsfr to Checking Acct Ending in 0060
8/19		2,526.50	Trnsfr to Checking Acct Ending in 0060
8/21		40,013.17	Trnsfr to Checking Acct Ending in 0060
8/24		18,684.14	Trnsfr to Checking Acct Ending in 0060

Byron-Bethany Irrigation District
Account Reconciliation
As of Aug 31, 2020
1011A - OVCB Payroll
Bank Statement Date: August 31, 2020

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	_____
Ending GL Balance	=====
Ending Bank Balance	
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	_____ 0.00
Ending GL Balance	=====



OAK VALLEY COMMUNITY BANK
TRACY
1034 NORTH CENTRAL AVE.
TRACY CA 95376
(209) 834-3340

BYRON BETHANY IRRIGATION DISTRICT
PAYROLL ACCOUNT
7995 BRUNS ROAD
BYRON CA 94514-1625

ACCOUNT NUMBER:
STATEMENT DATE: 8/31/20
PAGE: 1 OF 2

WEB SITE: www.ovcb.com
www.escbank.com

TOLL FREE NUMBER: 866-844-7500

ECONOMY CHECKING-PUBLIC

BYRON BETHANY IRRIGATION DISTRICT
PAYROLL ACCOUNT

Acct

Beginning Balance	8/01/20	.00	
Deposits / Misc Credits	5	88,342.45	
Withdrawals / Misc Debits	9	88,342.45	
** Ending Balance	8/31/20	.00	**
Service Charge		.00	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
8/06	27,777.05		Trnsfr from Checking Acct Ending in 0060
8/07	14,366.36		Trnsfr from Checking Acct Ending in 0060
8/14	59.54		Trnsfr from Checking Acct Ending in 0060
8/20	30,661.67		Trnsfr from Checking Acct Ending in 0060
8/21	15,477.83		Trnsfr from Checking Acct Ending in 0060

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
8/06		290.29	PAYCHEX CGS/GARNISH
8/06		27,486.76	PAYCHEX/PAYROLL
8/07		140.35	PAYCHEX EIB/INVOICE
8/07		14,226.01	PAYCHEX TPS/TAXES
8/14		59.54	PAYCHEX-HRS/HRS PMT
8/20		290.29	PAYCHEX CGS/GARNISH
8/20		30,371.38	PAYCHEX/PAYROLL
8/21		149.35	PAYCHEX EIB/INVOICE
8/21		15,328.48	PAYCHEX TPS/TAXES

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
8/06	.00	8/07	.00	8/14	.00

Byron-Bethany Irrigation District
Account Reconciliation
As of Aug 31, 2020
1003 - Cash-L.A.I.F. State Treasurer
Bank Statement Date: August 31, 2020

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	1,907,292.09
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	
Ending GL Balance	<u>1,907,292.09</u>
Ending Bank Balance	<u>1,907,292.09</u>
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>1,907,292.09</u></u>

Byron-Bethany Irrigation District
Account Reconciliation
As of Aug 31, 2020
1003A - Cash-L.A.I.F. Construction
Bank Statement Date: August 31, 2020

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	4,913,000.00
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	
Ending GL Balance	<u>4,913,000.00</u>
Ending Bank Balance	4,913,000.00
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u>4,913,000.00</u>



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name

BYRON-BETHANY IRRIGATION DIST

Account Number

As of 07/15/2020, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2020.

Earnings Ratio		.00003710668261400
Interest Rate		1.36%
Dollar Day Total	\$	618,082,952.20
Quarter End Principal Balance	\$	6,797,357.08
Quarterly Interest Earned	\$	22,935.01

Byron-Bethany Irrigation District
Account Reconciliation
As of Aug 31, 2020
1017 - Comerica
Bank Statement Date: August 31, 2020

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	481,980.00
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	
Ending GL Balance	<u>481,980.00</u>
Ending Bank Balance	481,980.00
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u>481,980.00</u>



Comerica Securities, Inc.
Member FINRA/SIPC

Comerica Securities, Inc.
411 West Lafayette
Mail Code 3137
Detroit, MI 48226
Phone: 800.232.6883

Brokerage
Account Statement
RECEIVED

JUL 08 2020

* 0213654 02 AV 0.386 02 TR 01076 X113PD19 000000

BYRON-BETHANY ID
RICK GILMORE
7995 BRUNS RD
BYRON CA 94514-1625



April 1, 2020 - June 30, 2020
Account Number:

Byron-Bethany
Irrigation District

Portfolio at a Glance

	This Period	Year-to-Date
BEGINNING ACCOUNT VALUE	\$457,512.50	\$751,426.90
Net Cash Deposits and Withdrawals	0.00	-302,744.35
Adjusted Previous Account Value	457,512.50	448,682.55
Dividends, Interest and Other Income	0.00	6,467.45
Net Change in Portfolio¹	24,467.50	26,830.00
ENDING ACCOUNT VALUE	\$481,980.00	\$481,980.00
Accrued Interest	\$2,526.03	
Estimated Annual Income	\$9,327.04	

¹ Net Change in Portfolio is the difference between the ending account value and beginning account value after activity.

S 213654 X113PD19 022002

Asset Summary

Percent	Asset Type	Prior Year-End	Last Period	This Period
100%	Fixed Income	705,150.00	457,512.50	481,980.00
0%	Cash, Money Funds, and Bank Deposits	46,276.90	0.00	0.00
100%	Account Total	\$751,426.90	\$457,512.50	\$481,980.00

Please review your allocation periodically with your Financial Consultant.
Your Account is 100% invested in Fixed Income.

Additional Information

Description	This Period	Year-to-Date
Principal Payments	\$0.00	\$250,000.00

Summary of Gains and Losses

	Realized This Period	Realized Year-to-Date	Unrealized
Long-Term Gain/Loss	0.00	0.00	-18,020.00
Net Gain/Loss	0.00	0.00	-18,020.00

This summary excludes transactions where cost basis information is not available.

Page 1 of 9

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Corporation (BNY Mellon)
Pershing LLC, member FINRA, NYSE, SIPC



Byron-Bethany Irrigation District
Account Reconciliation
As of Aug 31, 2020
1080 - Petty Cash
Bank Statement Date: August 31, 2020

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	200.00
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>(72.00)</u>
Ending GL Balance	<u>128.00</u>
Ending Bank Balance	128.00
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u>128.00</u>

Byron Bethany Irrigation District
Petty Cash Reconciliation

Beg. Balance
\$200.00

Date	Description	Debit	Credit	GL	Running Balance
08/13/2020	SJC Recorder - Release of a Lien plus parking		22.00	6332	\$178.00
08/17/2020	Petty Cash to CLA01 due to Power Outage at Rental Unit		50.00	4395	\$128.00
					\$128.00

Currency on Hand		Quantity	Total
\$0.01	x	25	0.25
\$0.05	x	51	2.55
\$0.10	x	62	6.20
\$0.25	x	24	6.00
\$1.00	x	3	3.00
\$2.00	x	0	-
\$5.00	x	4	20.00
\$10.00	x	1	10.00
\$20.00	x	4	80.00
\$50.00	x		-
\$100.00	x		-
Total Cash on Hand			128.00

Prepared By: Julia Gavrilenko *JG* Checked By: Iona Lament
 Date: 9/8/2020 *Iona Lament* 9/8/2020
 Approved By: _____
 Date: _____

9/14/20 at 12:01:30.87

Byron-Bethany Irrigation District
Check Register
For the Period From Aug 1, 2020 to Aug 31, 2020

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Ac	Amount
42735	8/1/20	Alhambra Water Service	1010C	277.35
42736	8/1/20	Brentwood Ace Hardware	1010C	29.20
42737	8/1/20	Fruit Growers Laboratory Inc.	1010C	1,504.00
42738	8/1/20	Home Depot Credit Services	1010C	31.47
42739	8/1/20	Hotsy Pacific	1010C	1,394.60
42740	8/1/20	Julia Gavrilenko	1010C	145.71
42741	8/1/20	Occupational Health Centers of CA	1010C	108.00
42742	8/1/20	Shred-It USA LLC	1010C	193.61
42743	8/1/20	Target Specialty Products	1010C	1,600.64
42754	8/1/20	Asbury Environmental Services	1010C	160.00
42755	8/1/20	Cintas Corporation #922	1010C	121.42
42756	8/1/20	Foley & Lardner LLP	1010C	1,837.50
42757	8/1/20	McC Campbell Analytical Inc	1010C	456.90
42758	8/1/20	Ramos Oil Co., Inc.	1010C	1,634.56
42759	8/1/20	Underground Service Alert	1010C	3,535.20
42760	8/11/20	ACWA Joint Powers Insurance Authority	1010C	32,248.74
42761	8/11/20	AT&T Land Line	1010C	852.26
42762	8/11/20	Chase Card Services	1010C	10,406.64
42763	8/11/20	Cintas Corporation #922	1010C	241.23
42764	8/11/20	City of Brentwood	1010C	20,638.85
42765	8/11/20	Condor Earth Technologies Inc	1010C	1,995.00
42766	8/11/20	Cardmember Service	1010C	1,308.87
42767	8/11/20	DIRECTV	1010C	69.99
42768	8/11/20	Del Puerto Water District	1010C	806.21
42769	8/11/20	Fruit Growers Laboratory Inc.	1010C	405.00
42770	8/11/20	Honey Bucket	1010C	227.30
42771	8/11/20	J-COMM Inc	1010C	7,000.00
42772	8/11/20	McC Campbell Analytical Inc	1010C	456.90
42773	8/11/20	Brentwood Auto Parts Inc	1010C	184.42
42774	8/11/20	Central Valley Motor Parts, Inc.	1010C	254.62
42775	8/11/20	Pacific Gas & Electric 4120	1010C	45,382.81
42776	8/11/20	Platt	1010C	640.62

Byron-Bethany Irrigation District
Check Register
For the Period From Aug 1, 2020 to Aug 31, 2020

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Ac	Amount
42777	8/11/20	Ramos Oil Co., Inc.	1010C	3,897.49
42778	8/11/20	San Luis Delta Mendota Water Authority	1010C	12,137.91
42779	8/11/20	Kimberly Ann Sakoi	1010C	98.40
42780	8/11/20	Tully & Young, Inc.	1010C	720.00
42781	8/11/20	Western Area Power Administration	1010C	5,926.50
42782	8/11/20	CoreLogic Solutions, LLC	1010C	302.50
42783	8/11/20	CATD Exchange Services	1010C	4,994.51
42784	8/11/20	Pacific Gas & Electric 2085	1010C	7,102.73
42785	8/11/20	San Luis Delta Mendota Water Authority	1010C	18,509.50
42786	8/11/20	The Wilson Bohannon Company	1010C	549.63
42787	8/11/20	Beckley, Inc	1010C	69.95
42788	8/11/20	Brentwood Ace Hardware	1010C	23.16
42789	8/11/20	Central Valley Motor Parts, inc.	1010C	5.39
42790	8/13/20	Tracy Delta Solid Waste Management, Inc	1010C	883.95
42791	8/13/20	Equipco Sales and Service	1010C	770.30
42792	8/13/20	Alligare LLC	1010C	3,028.37
42793	8/13/20	Cintas Corporation #922	1010C	143.38
42794	8/13/20	Creative Outdoor Environments, Inc.	1010C	1,050.00
42795	8/13/20	Robert W. Johnson C P A	1010C	15,500.00
42796	8/14/20	CARB/PERP	1010C	736.00
42797	8/14/20	AT & T Mobility	1010C	453.09
42798	8/14/20	Ramos Oil Co., Inc.	1010C	1,330.58
42799	8/14/20	Somach, Simmons & Dunn	1010C	27,238.86
42811	8/17/20	California Water Environment Assoc.	1010C	192.00
42812	8/17/20	Wells Fargo Financial Leasing	1010C	437.85
42813	8/18/20	Creative Outdoor Environments, Inc.	1010C	320.00
42814	8/18/20	Underground Services Alert of NorCA & NV	1010C	2,613.23
42815	8/18/20	Booth Electric	1010C	1,670.00
42816	8/18/20	McCauley Ag Services	1010C	76.00
42817	8/18/20	Natividad Clark	1010C	153.17
42818	8/18/20	DOI - BOR - Region: Mid Pacific	1010C	1,266.14
42819	8/18/20	DOI - BOR - Region: Mid Pacific	1010C	2,403.68

Byron-Bethany Irrigation District
Check Register
For the Period From Aug 1, 2020 to Aug 31, 2020

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Ac	Amount
42820	8/18/20	DOI - BOR - Region: Mid Pacific	1010C	1,265.56
42821	8/18/20	DOI - BOR - Region: Mid Pacific	1010C	6.96
42822	8/18/20	DOI - BOR - Region: Mid Pacific	1010C	17,287.50
42823	8/18/20	CH2M HILL Engineers, Inc	1010C	1,311.75
Total				<u>270,624.66</u>

Byron-Bethany Irrigation District
Purchase Journal
For the Period From Aug 1, 2020 to Aug 31, 2020

Date	Invoice/CM #	Line Description	Debit Amount	redit Amount
8/1/20	00036	Urine Collection - VEG01	98.40	
8/1/20	00036	Kimberly Ann Sakoi		98.40
8/2/20	08022020	Truth Finder - Background Check Subscription	27.78	
8/2/20	08022020	Network Solutions - BSD Website Security	7.99	
8/2/20	08022020	Amazon - Power Steering Rack & Pinion & Tie Rods for WSID Truck	236.85	
8/2/20	08022020	Safeway - Fuel	51.41	
8/2/20	08022020	Amazon - Manhole Hook, Cover Lifter & Pick for BSD	613.77	
8/2/20	08022020	Amazon - Transmission Supply Automatic & Converter for WSID Truck	1,460.29	
8/2/20	08022020	Amazon - Power Adapter Plug for Camera DVR, LED Light Strip for PS4	10.45	
8/2/20	08022020	Podesto's Market - 2019 Audit Refreshments	159.31	
8/2/20	08022020	Amazon - Power Strips	14.06	
8/2/20	08022020	Staples - Copy Paper & Multi-Purpose Paper	118.99	
8/2/20	08022020	Amazon - Camecho 9in. LCD Monitor	62.77	
8/2/20	08022020	Staples - Copy Paper	113.63	
8/2/20	08022020	Amazon - Lock Safe Cabinet	75.76	
8/2/20	08022020	Podesto's Market - 2019 Audit Refreshments	54.09	
8/2/20	08022020	Amazon - Hydro Power Soft Wash Brush for PS3 Trash Rack	21.18	
8/2/20	08022020	NationEW.com - Sanitizing Machine	5,827.74	
8/2/20	08022020	Amazon - Tanis Brush, Metal Back Strip Brush for PS3 Trash Rack	88.96	
8/2/20	08022020	Amazon - Tanis Brush, Metal Back Strip Brush for PS3 Trash Rack	46.80	
8/2/20	08022020	Buy Auto Parts - AC Repair for Unit #69-06	270.15	
8/2/20	08022020	Amazon - Replacement Particulate Filter Element for Unit #12-20	25.96	
8/2/20	08022020	Amazon - Lexmark Cartridge	112.68	
8/2/20	08022020	Amazon - Chain Hook	35.61	
8/2/20	08022020	Amazon - Toner Cartridge	43.29	
8/2/20	08022020	Amazon - INET Remote Ethernet, Access Point & Dual Remote	318.77	
8/2/20	08022020	Amazon - Employee Smart Watches	478.35	
8/2/20	08022020	Canepa Car Wash	35.00	
8/2/20	08022020	Chase Bank - Annual Membership Fee	95.00	
8/2/20	08022020	Chase Card Services		10,406.64
8/3/20	080320	Communications, Outreach and Public Affairs for July 2020	4,900.00	
8/3/20	080320	Website Services	2,100.00	
8/3/20	080320	J-COMM Inc		7,000.00
8/3/20	131600	Unleaded (\$2.544 per gallon) Clear Diesel (\$2.478 per gallon)	2,000.65	
8/3/20	131600	Ramos Oil Co., Inc.		2,000.65
8/3/20	971600	Freon & Core Deposit - Unit #69-06	84.40	
8/3/20	971600	Central Valley Motor Parts, Inc.		84.40
8/3/20	AR13864	Groundwater Support Services for April 2020	10,902.10	
8/3/20	AR13864	Groundwater Support Services for May 2020	7,553.57	
8/3/20	AR13864	Groundwater Support Services for June 2020	2,183.18	
8/3/20	AR13864	City of Brentwood		20,638.85
8/4/20	0175247	Pump Maintenance, Supplies & Expenses - Padlocks	549.63	
8/4/20	0175247	The Wilson Bohannon Company		549.63
		GSA Support - Review Materials & Project Communications - Tracy		
8/4/20	3860	Subbasin GSP Technical Team	720.00	
8/4/20	3860	Tully & Young, Inc.		720.00
8/4/20	964829	Battery and Freon - WSID	184.42	
8/4/20	964829	Brentwood Auto Parts Inc		184.42
8/5/20	004815	DHCCP 2013A - 9/1/20 Interest Debt Service	12,137.91	
8/5/20	004815	San Luis Delta Mendota Water Authority		12,137.91
8/5/20	2007E82	Tests: SW8315Am (Acrolein)	456.90	
8/5/20	2007E82	McC Campbell Analytical Inc		456.90
		General Membership - Legislative & CVP Operational Affairs - Contract		
8/6/20	004782	Renewal Coordinator (FY 20/21 2nd Install)	18,509.50	
8/6/20	004782	San Luis Delta Mendota Water Authority		18,509.50
8/6/20	4058055971	DHQ Janitorial Supplies	34.75	
8/6/20	4058055971	Weekly Uniform Service for the week ending 8/6/2020	93.87	

Date	Invoice/CM #	Line Description	Debit Amount	redit Amount
8/6/20	4058055971	Cintas Corporation #922		128.62
8/6/20	G0633305	Rental of Genset 150 for R&T Farms, M.P. 8.51	4,994.51	
8/6/20	G0633305	CATD Exchange Services		4,994.51
8/6/20	NNPB000030720	WAPA Power for the Month of July 2020 - Regular	5,926.50	
8/6/20	NNPB000030720	Western Area Power Administration		5,926.50
8/7/20	08072020	Mobile Data plan & Usage for the Period: 8/8/2020 - 9/7/2020	453.09	
8/7/20	08072020	AT & T Mobility		453.09
8/7/20	5011463703	Ricoh Copier Rental (Contract #603-0227169-000; Serial #3129RA00486; Model IM C4500)	437.85	
8/7/20	5011463703	Wells Fargo Financial Leasing		437.85
8/7/20	S68629	Calibration, cleaning, and certification of YSI 556 MPS, 4M Meter (06E1426AE, 16C30)	320.53	
8/7/20	S68629	Equipco Sales and Service		320.53
8/7/20	S68630	Testing and cleaning of Solinst 101 (19450)	258.94	
8/7/20	S68630	Equipco Sales and Service		258.94
8/7/20	S68631	Calibration, cleaning, and certification of GasAlertMicro Meter (SE312-001077) for BSD	190.83	
8/7/20	S68631	Equipco Sales and Service		190.83
8/10/20	02637	Landscape Grounds Maintenance for the period of: August 2020	1,050.00	
8/10/20	02637	Creative Outdoor Environments, Inc.		1,050.00
8/10/20	131816	Unleaded (\$2.544 per gallon) Clear Diesel (\$2.55 per gallon)	1,330.58	
8/10/20	131816	Ramos Oil Co., Inc.		1,330.58
8/11/20	1-13584	Thrust Alignment for WSID Vehicle	69.95	
8/11/20	1-13584	Beckley, Inc		69.95
8/11/20	177523	Construction Maintenance Equipment Supplies - Poly Tarps for Unit #86-09	20.44	
8/11/20	177523	Brentwood Ace Hardware		20.44
8/11/20	3008275	Professional Legal Services by Michael E. Vergara (General) - July 2020	8,176.00	
8/11/20	3008275	Somach, Simmons & Dunn		8,176.00
8/11/20	3008276	Professional Legal Services by Michael E. Vergara (WSID Merger) - July 2020	5,956.88	
8/11/20	3008276	Somach, Simmons & Dunn		5,956.88
8/11/20	3008277	Professional Legal Services by Michael E. Vergara (Legislation) - July 2020	522.00	
8/11/20	3008277	Somach, Simmons & Dunn		522.00
8/11/20	3008278	Professional Legal Services by Michael E. Vergara (CVP Issues) - July 2020	10,081.98	
8/11/20	3008278	Somach, Simmons & Dunn		10,081.98
8/11/20	3008279	Professional Legal Services by Michael E. Vergara (6th DCA) - July 2020	2,037.00	
8/11/20	3008279	Somach, Simmons & Dunn		2,037.00
8/11/20	3008280	Professional Legal Services by Michael E. Vergara (Employment) - July 2020	465.00	
8/11/20	3008280	Somach, Simmons & Dunn		465.00
8/11/20	6062	Perform Audit for Year Ending: December 31, 2019	15,500.00	
8/11/20	6062	Robert W. Johnson C P A		15,500.00
8/11/20	972518	Freon & Core Deposit for Unit #60-07	27.04	
8/11/20	972518	Central Valley Motor Parts, Inc.		27.04
8/11/20	972519	Core Deposit Return for Unit #60-07		21.65
8/11/20	972519	Central Valley Motor Parts, Inc.	21.65	
8/11/20	AR13893	Groundwater Support Services for July 2020	14,423.63	
8/11/20	AR13893	City of Brentwood		14,423.63
8/13/20	02668	Replacement of 6 irrigation rotors - Lawn area on North side of property	320.00	
8/13/20	02668	Creative Outdoor Environments, Inc.		320.00
8/13/20	199766CH023-45	Engineering and/or Professional Services for the period of 6/27/2020 - 7/31/2020 SCADA and Programming On-Call Services		354.00
8/13/20	199766CH023-45	CH2M HILL Engineers, Inc	354.00	
8/13/20	4058710952	DHQ Janitorial Supplies	44.51	
8/13/20	4058710952	Weekly Uniform Service for the week ending 8/13/2020	98.87	
8/13/20	4058710952	Cintas Corporation #922		143.38
8/14/20	08142020	CWEA Association Membership & CSJS Membership	192.00	
8/14/20	08142020	California Water Environment Assoc.		192.00

Date	Invoice/CM #	Line Description	Debit Amount	redit Amount
8/14/20	08142020	Mileage Reimbursement - Contra Costa County Elections Office and Equipco	71.47	
8/14/20	08142020	Julia Gavrilenko		71.47
8/14/20	104220DIG20	California State Fee for Regulatory Costs (5,508 Tickets) - BSD	2,613.23	
8/14/20	104220DIG20	Underground Services Alert of NorCA & NV		2,613.23
8/15/20	12898	Final Report & Inflow/Infiltration Analysis	5,500.00	
8/15/20	12898	Infrastructure Engineering Cooperation		5,500.00
8/15/20	8180281832	Shred It Service Dates: 6/23/2020 & 7/7/2020	195.89	
8/15/20	8180281832	Shred-It USA LLC		195.89
8/16/20	10440271 081620	Bottled Water Deliveries on 7/24/2020 & 8/7/2020	277.38	
8/16/20	10440271 081620	Alhambra Water Service		277.38
8/17/20	132021	Unleaded (\$2.676 per gallon) Clear Diesel (\$2.535 per gallon)	890.57	
8/17/20	132021	Ramos Oil Co., Inc.		890.57
8/18/20	050591A	Organic Analysis - EPA 548.1	405.00	
8/18/20	050591A	Fruit Growers Laboratory Inc.		405.00
8/18/20	08182020	CLA01 Hotel Accommodations due to Power Outage at Rental Unit	153.17	
8/18/20	08182020	Natividad Clark		153.17
8/18/20	110000009333-001	14" H30FF Gate Valve for CVP Meter, MP 12.27	1,865.25	
8/18/20	110000009333-001	Cal-Sierra Pipe, LLC		1,865.25
8/18/20	13543851	Monthly Pest Control Service at BBID: 8/18/2020	76.00	
8/18/20	13543851	McCauley Ag Services		76.00
8/18/20	199766CH023-51	Engineering and/or Professional Services for the period of 6/27/2020 - 7/31/2020 - Pump Station 4 Replacement Project	1,665.75	
8/18/20	199766CH023-51	CH2M HILL Engineers, Inc		1,665.75
8/18/20	456	Video camera pole and power installation - PS 4N	1,670.00	
8/18/20	456	Booth Electric		1,670.00
8/18/20	68769908	DOT Physical Recertification - MEH01	108.00	
8/18/20	68769908	Occupational Health Centers of CA		108.00
8/18/20	R50006K-08182020	M&I Water Reclamation Charge for the Month of: July 2020 (True-up)	43.66	
8/18/20	R50006K-08182020	M&I Musco Olive Water Reclamation Charge for the Month of: July 2020 (True-up)	1,222.48	
8/18/20	R50006K-08182020	Contract No. 14-06-200-785-LTR1		1,266.14
8/18/20	R50006K-08182020	DOI - BOR - Region: Mid Pacific		
8/18/20	R50006K-08182020-2	Ag Water Reclamation Charge for the Month of: July 2020	2,397.20	
8/18/20	R50006K-08182020-2	M&I Water Reclamation Charge for the Month of: July 2020	6.48	
8/18/20	R50006K-08182020-2	Contract No. 19-WC-20-5474		2,403.68
8/18/20	R50006K-08182020-2	DOI - BOR - Region: Mid Pacific		
8/18/20	R50006K-08182020-3	Ag Water Reclamation Charge for the Month of: July 2020	17,287.50	
8/18/20	R50006K-08182020-3	Contract No. 20-WC-20-5636		17,287.50
8/18/20	R50006K-08182020-3	DOI - BOR - Region: Mid Pacific		
8/18/20	R5173FF-08182020	CVPIA Restoration Charge for Month of: July 2020 (M&I)	43.64	
8/18/20	R5173FF-08182020	CVPIA Restoration Charge for Month of: July 2020 (M&I Musco Olive)	1,221.92	
8/18/20	R5173FF-08182020	Contract No. 14-06-200-785-LTR1		1,265.56
8/18/20	R5173FF-08182020	DOI - BOR - Region: Mid Pacific		
8/18/20	R65008F-08182020	Trinity PUD Assessment for the Month of: July 2020 (M&I)	0.24	
8/18/20	R65008F-08182020	Trinity PUD Assessment for the Month of: July 2020 (M&I Musco Olive)	6.72	
8/18/20	R65008F-08182020	Contract No. 14-06-200-785-LTR1		6.96
8/18/20	R65008F-08182020	DOI - BOR - Region: Mid Pacific		
8/20/20	4059358679	DHQ Janitorial Supplies	27.55	
8/20/20	4059358679	Weekly Uniform Service for the week ending 8/20/2020	93.87	
8/20/20	4059358679	Cintas Corporation #922		121.42
8/21/20	08212020	General Materials - Tape Measures		31.47
8/21/20	08212020	Pre-blended 2-Cycle Fuel	43.97	
8/21/20	08212020	All-purpose Cleaners	37.35	
8/21/20	08212020	Doormat, sprayer, buckets, batteries	174.42	
8/21/20	08212020	Aerosol Wasp and Hornet Killer	25.59	
8/21/20	08212020	Air Filters - 7777 Bruns Road	30.02	
8/21/20	08212020	Home Depot Credit Services		279.88
8/24/20	132227	Unleaded (\$2.596 per gallon) Clear Diesel (\$2.513 per gallon)	2,989.54	
8/24/20	132227	Ramos Oil Co., Inc.		2,989.54
8/25/20	08252020	Monthly Service Charge for Telephone #209-836-0375	723.50	

Date	Invoice/CM #	Line Description	Debit Amount	redit Amount
8/25/20	08252020	Monthly Service Charge for Telephone #925-308-7595	60.09	
8/25/20	08252020	Monthly Service Charge for Telephone #925-513-0050	62.63	
8/25/20	08252020	AT&T Summary Billing Account Services	6.04	
8/25/20	08252020	AT&T Land Line		852.26
8/26/20	12227778	Gray & Yellow Spray for Unit #64-07	140.94	
8/26/20	12227778	Pape Machinery		140.94
8/26/20	20134-001-18	7/31/2020 - General On Call Engineering Services (Project #20134-001)	2,730.90	
8/26/20	20134-001-18	Engineering and/or Professional Services for the period of 7/1/2020 - 7/31/2020 - PS4N Replacement (Project #20134-002)	846.25	
8/26/20	20134-001-18	Engineering and/or Professional 7/1/2020 - 7/31/2020 - Mountain House Pipeline Condition Assessment Project (Project 20134-003)	1,271.25	
8/26/20	20134-001-18	Engineering and/or Professional Services for the period of 7/1/2020 - 7/31/2020 - Mountain House Pump Station Asset Management Pilot Project (Project 20134-004)	3,841.25	
8/26/20	20134-001-18	Engineering and/or Professional Services for the period of 7/1/2020 - 7/31/2020 - Canal 45N Lining & Siphon Crossing Final Design Project (Project 20134-006)	19,935.00	
8/26/20	20134-001-18	Hazen & Sawyer		28,624.65
8/26/20	S1986880.001	Remote Display Cable for PS4	38.44	
8/26/20	S1986880.001	Willie Electric Supply Co., Inc.		38.44
8/27/20	08272020	Adobe Acrobat Pro DC Subscription	14.99	
8/27/20	08272020	Apple - ITunes Cloud Backup	0.99	
8/27/20	08272020	Homedepot.com - Stain and Odor Remover	28.38	
8/27/20	08272020	Tractor Supply - Lynch Pins, Lift Arm Bushing for Unit #82	7.53	
8/27/20	08272020	Cardmember Service		51.89
8/27/20	08272020	Pacific Gas & Electric Charges Account #4120785230 Irrigation Pump-Walnuts for Service Period 7/22/2020 - 8/20/2020	308.52	
8/27/20	08272020	Pacific Gas & Electric Charges Account #4122301135 Sandhu MP17.59 for Service Period 7/22/2020 - 8/20/2020	4,589.13	
8/27/20	08272020	Pacific Gas & Electric Charges Account #4120785586 Griffith 15.10R for Service Period 7/11/2020 - 8/11/2020	113.67	
8/27/20	08272020	Pacific Gas & Electric Charges Account #4120785554 for Service Period 7/22/2020 - 8/20/2020	22.89	
8/27/20	08272020	Pacific Gas & Electric Charges Account #4120785189 Spatafore 13.25R for Service Period 7/22/2020 - 8/20/2020	305.57	
8/27/20	08272020	Pacific Gas & Electric Charges Account #4120785535 for Service Period 7/22/2020 - 8/20/2020	65.77	
8/27/20	08272020	Pacific Gas & Electric Charges Account #4123236877 for Service Period 7/22/2020 - 8/20/2020	211.42	
8/27/20	08272020	Pacific Gas & Electric Charges Account #4120785354 Tatla MP19.15 Chrisman Road for Service Period 7/22/2020 - 8/20/2020	1,915.45	
8/27/20	08272020	Pacific Gas & Electric Charges Account #4129023266 Delta Mendota Canal for Service Period 7/22/2020 - 8/20/2020	916.10	
8/27/20	08272020	Pacific Gas & Electric Charges Account #4120785317 RC Capital MP19.40 for Service Period 7/22/2020 - 8/20/2020	3,946.17	
8/27/20	08272020	Pacific Gas & Electric Charges Account #412684479 Pumping Cost for Well on Corral Hollow for Service Period 7/22/2020 - 8/20/2020	282.82	
8/27/20	08272020	Pacific Gas & Electric 4120		12,677.51
8/27/20	4060003036	DHQ Janitorial Supplies	33.12	
8/27/20	4060003036	Weekly Uniform Service for the week ending 8/27/2020	93.87	
8/27/20	4060003036	Cintas Corporation #922		126.99
8/28/20	37726937626	Satellite Service for the period 8/28/2020 - 9/27/2020	69.99	
8/28/20	37726937626	DIRECTV		69.99
8/31/20	08312020	Pacific Gas & Electric Charges Account #7267502832 490 Hoffman Ln for Period: 7/24/2020 - 8/24/2020	1,364.49	
8/31/20	08312020	Pacific Gas & Electric Charges Account #2085093362 6P N/Marsh Creek Rd for Period: 7/24/2020 - 8/24/2020	1,956.85	
8/31/20	08312020	Pacific Gas & Electric Charges Account #2085093666 WS Bethany Canal 3P for Period: 7/24/2020 - 8/24/2020	934.67	
8/31/20	08312020	Pacific Gas & Electric Charges Account #2085093230 (SIM34) N/S Hwy 4 OPP for Period: 7/24/2020 - 8/24/2020	99.89	

Date	Invoice/CM #	Line Description	Debit Amount	redit Amount
8/31/20	08312020	Pacific Gas & Electric Charges Account #2085093073 N/S Hoffman 5P for Period: 7/24/2020 - 8/24/2020	38.22	
8/31/20	08312020	Pacific Gas & Electric Charges Account #2085093194 W SPRR S Hoffman Ln for Period: 7/24/2020 - 8/24/2020	66.87	
8/31/20	08312020	Pacific Gas & Electric Charges Account #2080801459 2200 Hoffman Ln for Period: 7/24/2020 - 8/24/2020	98.67	
8/31/20	08312020	Pacific Gas & Electric Charges Account #2085093357 7777 Bruns Rd for Period: 7/24/2020 - 8/24/2020	153.15	
8/31/20	08312020	Pacific Gas & Electric Charges Account #2084691543 Herdlyn Rd & Byron Rd: 7/24/2020 - 8/24/2020	30.22	
8/31/20	08312020	Pacific Gas & Electric 2085		4,743.03
8/31/20	132422	Unleaded (\$2.691 per gallon) Clear Diesel (\$2.551 per gallon)	1,076.91	
8/31/20	132422	Ramos Oil Co., Inc.		1,076.91
8/31/20	2020Benefits0653358	ARA01 - O&M Health Benefits for the Period of: October 2020	762.21	
8/31/20	2020Benefits0653358	ARA01 - O&M Dental Benefits for the Period of: October 2020	31.20	
8/31/20	2020Benefits0653358	ARA01 - O&M Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	ARA01 - O&M Life Benefits for the Period of: October 2020	11.00	
8/31/20	2020Benefits0653358	ARA01 - O&M Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	BRO3 - Director Health Benefits for the Period of: October 2020	986.28	
8/31/20	2020Benefits0653358	BRO3 - Director Dental Benefits for the Period of: October 2020	31.20	
8/31/20	2020Benefits0653358	BRO3 - Director Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	BRO3 - Director Life Benefits for the Period of: October 2020	4.60	
8/31/20	2020Benefits0653358	BRO3 - Director Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	DeBorba - Retiree Health Benefits for the Period of: October 2020	548.54	
8/31/20	2020Benefits0653358	ENO12 - Director Health Benefits for the Period of: October 2020	2,613.65	
8/31/20	2020Benefits0653358	ENO12 - Director Dental Benefits for the Period of: October 2020	106.41	
8/31/20	2020Benefits0653358	ENO12 - Director Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	ENO12 - Director Life Benefits for the Period of: October 2020	3.40	
8/31/20	2020Benefits0653358	ENO12 - Director Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	GAV01 - Admin Health Benefits for the Period of: October 2020	762.21	
8/31/20	2020Benefits0653358	GAV01 - Admin Dental Benefits for the Period of: October 2020	31.20	
8/31/20	2020Benefits0653358	GAV01 - Admin Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	GAV01 - Admin Life Benefits for the Period of: October 2020	16.00	
8/31/20	2020Benefits0653358	GAV01 - Admin Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	GEY01 - Admin Health Benefits for the Period of: October 2020	986.28	
8/31/20	2020Benefits0653358	GEY01 - Admin Dental Benefits for the Period of: October 2020	31.20	
8/31/20	2020Benefits0653358	GEY01 - Admin Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	GEY01 - Admin Life Benefits for the Period of: October 2020	41.00	
8/31/20	2020Benefits0653358	GEY01 - Admin Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	GIL01 - Admin Health Benefits for the Period of: October 2020	1,094.58	
8/31/20	2020Benefits0653358	GIL01 - Admin Dental Benefits for the Period of: October 2020	31.20	
8/31/20	2020Benefits0653358	GIL01 - Admin Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	GIL01 - Admin Life Benefits for the Period of: October 2020	41.00	
8/31/20	2020Benefits0653358	GIL01 - Admin Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	Griffith - Retiree Health Benefits for the Period of: October 2020	986.28	
8/31/20	2020Benefits0653358	KAG01 - Director Health Benefits for the Period of: October 2020	2,613.65	
8/31/20	2020Benefits0653358	KAG01 - Director Dental Benefits for the Period of: October 2020	106.41	
8/31/20	2020Benefits0653358	KAG01 - Director Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	KAG01 - Director Life Benefits for the Period of: October 2020	10.40	
8/31/20	2020Benefits0653358	KAG01 - Director Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	Kopp - Retiree Health Benefits for the Period of: October 2020	548.54	
8/31/20	2020Benefits0653358	LAM01 - Admin Health Benefits for the Period of: October 2020	1,134.82	
8/31/20	2020Benefits0653358	LAM01 - Admin Health Benefits Liability for the Period of: October 2020	372.60	
8/31/20	2020Benefits0653358	LAM01 - Admin Dental Benefits for the Period of: October 2020	31.20	
8/31/20	2020Benefits0653358	LAM01 - Admin Dental Benefits Liability for the Period of: October 2020	33.01	
8/31/20	2020Benefits0653358	LAM01 - Admin Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	LAM01 - Admin Life Benefits for the Period of: October 2020	8.16	
8/31/20	2020Benefits0653358	LAM01 - Admin Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	MAG10 - Director Health Benefits for the Period of: October 2020	2,613.65	
8/31/20	2020Benefits0653358	MAG10 - Director Dental Benefits for the Period of: October 2020	106.41	
8/31/20	2020Benefits0653358	MAG10 - Director Vision Benefits for the Period of: October 2020	18.56	

Date	Invoice/CM #	Line Description	Debit Amount	redit Amount
8/31/20	2020Benefits0653358	MAG10 - Director Life Benefits for the Period of: October 2020	5.90	
8/31/20	2020Benefits0653358	MAG10 - Director Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	MAG11 - Director Health Benefits for the Period of: October 2020	986.28	
8/31/20	2020Benefits0653358	MAG11 - Director Dental Benefits for the Period of: October 2020	64.21	
8/31/20	2020Benefits0653358	MAG11 - Director Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	MAG11 - Director Life Benefits for the Period of: October 2020	7.70	
8/31/20	2020Benefits0653358	MAG11 - Director Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	MEH01 - O&M Health Benefits for the Period of: October 2020	1,094.58	
8/31/20	2020Benefits0653358	MEH01 - O&M Dental Benefits for the Period of: October 2020	31.20	
8/31/20	2020Benefits0653358	MEH01 - O&M Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	MEH01 - O&M Life Benefits for the Period of: October 2020	28.00	
8/31/20	2020Benefits0653358	MEH01 - O&M Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	MON01 - O&M Health Benefits for the Period of: October 2020	762.21	
8/31/20	2020Benefits0653358	MON01 - O&M Dental Benefits for the Period of: October 2020	31.20	
8/31/20	2020Benefits0653358	MON01 - O&M Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	MON01 - O&M Life Benefits for the Period of: October 2020	8.30	
8/31/20	2020Benefits0653358	MON01 - O&M Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	MUS10 - Director Health Benefits for the Period of: October 2020	986.28	
8/31/20	2020Benefits0653358	MUS10 - Director Dental Benefits for the Period of: October 2020	31.20	
8/31/20	2020Benefits0653358	MUS10 - Director Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	MUS10 - Director Life Benefits for the Period of: October 2020	5.90	
8/31/20	2020Benefits0653358	MUS10 - Director Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	ORO01 - O&M Health Benefits for the Period of: October 2020	1,444.08	
8/31/20	2020Benefits0653358	ORO01 - O&M Health Benefits Liability for the Period of: October 2020	681.87	
8/31/20	2020Benefits0653358	ORO01 - O&M Dental Benefits for the Period of: October 2020	31.20	
8/31/20	2020Benefits0653358	ORO01 - O&M Dental Benefits Liability for the Period of: October 2020	75.21	
8/31/20	2020Benefits0653358	ORO01 - O&M Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	ORO01 - O&M Life Benefits for the Period of: October 2020	10.00	
8/31/20	2020Benefits0653358	ORO01 - O&M Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	PAP01 - O&M Health Benefits for the Period of: October 2020	762.21	
8/31/20	2020Benefits0653358	PAP01 - O&M Dental Benefits for the Period of: October 2020	31.20	
8/31/20	2020Benefits0653358	PAP01 - O&M Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	PAP01 - O&M Life Benefits for the Period of: October 2020	10.00	
8/31/20	2020Benefits0653358	PAP01 - O&M Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	RES01 - O&M Health Benefits for the Period of: October 2020	762.21	
8/31/20	2020Benefits0653358	RES01 - Admin Dental Benefits for the Period of: October 2020	31.20	
8/31/20	2020Benefits0653358	RES01 - Admin Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	RES01 - O&M Life Benefits for the Period of: October 2020	11.00	
8/31/20	2020Benefits0653358	RES01 - O&M Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	Shoemaker - Retiree Health Benefits for the Period of: October 2020	548.54	
8/31/20	2020Benefits0653358	CLA01 - O&M Health Benefits for the Period of: October 2020	1,134.82	
8/31/20	2020Benefits0653358	CLA01 - O&M Health Benefits Liability for the Period of: October 2020	372.60	
8/31/20	2020Benefits0653358	CLA01 - O&M Dental Benefits for the Period of: October 2020	31.20	
8/31/20	2020Benefits0653358	CLA01 - O&M Health Benefits Liability for the Period of: October 2020	33.01	
8/31/20	2020Benefits0653358	CLA01 - O&M Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	CLA01 - O&M Life Benefits for the Period of: October 2020	14.60	
8/31/20	2020Benefits0653358	CLA01 - O&M Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	TUS15 - Director Health Benefits for the Period of: October 2020	1,972.56	
8/31/20	2020Benefits0653358	TUS15 - Director Dental Benefits for the Period of: October 2020	64.21	
8/31/20	2020Benefits0653358	TUS15 - Director Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	TUS15 - Director Life Benefits for the Period of: October 2020	10.40	
8/31/20	2020Benefits0653358	TUS15 - Director Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	VAZ01 - O&M Health Benefits for the Period of: October 2020	1,444.08	
8/31/20	2020Benefits0653358	VAZ01 - O&M Health Benefits Liability for the Period of: October 2020	681.87	
8/31/20	2020Benefits0653358	VAZ01 - O&M Dental Benefits for the Period of: October 2020	31.20	
8/31/20	2020Benefits0653358	VAZ01 - O&M Dental Benefits Liability for the Period of: October 2020	75.21	
8/31/20	2020Benefits0653358	VAZ01 - O&M Vision Benefits for the Period of: October 2020	18.56	
8/31/20	2020Benefits0653358	VAZ01 - O&M Life Benefits for the Period of: October 2020	16.00	
8/31/20	2020Benefits0653358	VAZ01 - O&M Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	VEG01 - O&M Health Benefits for the Period of: October 2020	762.21	
8/31/20	2020Benefits0653358	VEG01 - O&M Dental Benefits for the Period of: October 2020	31.20	
8/31/20	2020Benefits0653358	VEG01 - Admin Vision Benefits for the Period of: October 2020	18.56	

Date	Invoice/CM #	Line Description	Debit Amount	redit Amount
8/31/20	2020Benefits0653358	VEG01 - O&M Life Benefits for the Period of: October 2020	11.00	
8/31/20	2020Benefits0653358	VEG01 - O&M Employee Assistance Program - October 2020	2.57	
8/31/20	2020Benefits0653358	ACWA Joint Powers Insurance Authority		32,248.74
8/31/20	82038032	Realquest Geographic Package for Month of: August 2020	313.50	
8/31/20	82038032	CoreLogic Solutions, LLC		313.50
			268,298.21	268,298.21

9:18 AM

09/17/20

West Side Irrigation District
Check Detail
August 2020

AGENDA ITEM NO. 5

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Paycheck	6207	08/14/2020	Carol A Pelz		1116 - Oak Valley Co...		-1,380.18
				6501 - Gross Wages...		-45.00	45.00
				6501 - Gross Wages...		-1,728.00	1,728.00
				2190 - Pension Withh...		88.85	-88.85
				2101 - Federal Withho...		128.00	-128.00
				5750 - Employer FICA		-109.92	109.92
				2102-2 - WSID		109.92	-109.92
				2102-1 - Employee		109.92	-109.92
				5760 - Employer Medi...		-25.70	25.70
				2103-2 - WSID		25.70	-25.70
				2103-1 - Employee		25.70	-25.70
				2104 - State W/H		24.82	-24.82
				2105 - SDI		17.73	-17.73
TOTAL						-1,380.18	1,380.18
Paycheck	6208	08/14/2020	Juan Cortes		1116 - Oak Valley Co...		-1,531.61
				6575 - Gross Wages...		-1,823.37	1,823.37
				6575 - Gross Wages...		-200.40	200.40
				2190 - Pension Withh...		101.19	-101.19
				2101 - Federal Withho...		155.00	-155.00
				5750 - Employer FICA		-125.47	125.47
				2102-2 - WSID		125.47	-125.47
				2102-1 - Employee		125.47	-125.47
				5760 - Employer Medi...		-29.34	29.34
				2103-2 - WSID		29.34	-29.34
				2103-1 - Employee		29.34	-29.34
				2104 - State W/H		61.02	-61.02
				2105 - SDI		20.24	-20.24
TOTAL						-1,531.61	1,531.61
Paycheck	6209	08/14/2020	Richard A Martinez		1116 - Oak Valley Co...		-1,764.29
				6575 - Gross Wages...		-2,383.68	2,383.68
				6575 - Gross Wages...		-327.50	327.50
				2190 - Pension Withh...		216.89	-216.89
				4310 - Rental Income		125.00	-125.00
				2101 - Federal Withho...		299.00	-299.00
				5750 - Employer FICA		-168.10	168.10
				2102-2 - WSID		168.10	-168.10
				2102-1 - Employee		168.10	-168.10
				5760 - Employer Medi...		-39.31	39.31
				2103-2 - WSID		39.31	-39.31
				2103-1 - Employee		39.31	-39.31
				2104 - State W/H		71.48	-71.48
				2105 - SDI		27.11	-27.11
TOTAL						-1,764.29	1,764.29
Paycheck	6210	08/14/2020	Richard A Martinez, Jr.		1116 - Oak Valley Co...		-1,259.10
				6575 - Gross Wages...		-1,680.73	1,680.73
				5740 - Group Insurance		45.73	-45.73
				2190 - Pension Withh...		84.54	-84.54
				2101 - Federal Withho...		132.00	-132.00
				5750 - Employer FICA		-104.83	104.83
				2102-2 - WSID		104.83	-104.83
				2102-1 - Employee		104.83	-104.83
				5760 - Employer Medi...		-24.52	24.52
				2103-2 - WSID		24.52	-24.52
				2103-1 - Employee		24.52	-24.52
				2104 - State W/H		23.10	-23.10
				2105 - SDI		18.91	-18.91
TOTAL						-1,259.10	1,259.10

9:18 AM

09/17/20

West Side Irrigation District

Check Detail

August 2020

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Paycheck	6211	08/31/2020	Carol A Pelz		1116 - Oak Valley Co...		-1,604.67
				6501 - Gross Wages...		-45.00	45.00
				6501 - Gross Wages...		-2,038.50	2,038.50
				2190 - Pension Withh...		104.18	-104.18
				2101 - Federal Withho...		162.00	-162.00
				5750 - Employer FICA		-129.18	129.18
				2102-2 - WSID		129.18	-129.18
				2102-1 - Employee		129.18	-129.18
				5760 - Employer Medi...		-30.22	30.22
				2103-2 - WSID		30.22	-30.22
				2103-1 - Employee		30.22	-30.22
				2104 - State W/H		32.41	-32.41
				2105 - SDI		20.84	-20.84
TOTAL						-1,604.67	1,604.67
Paycheck	6212	08/31/2020	Juan Cortes		1116 - Oak Valley Co...		-1,631.51
				6575 - Gross Wages...		-1,623.37	1,623.37
				6575 - Gross Wages...		-200.40	200.40
				2190 - Pension Withh...		101.19	-101.19
				2101 - Federal Withho...		155.00	-155.00
				5750 - Employer FICA		-125.47	125.47
				2102-2 - WSID		125.47	-125.47
				2102-1 - Employee		125.47	-125.47
				5760 - Employer Medi...		-29.34	29.34
				2103-2 - WSID		29.34	-29.34
				2103-1 - Employee		29.34	-29.34
				2104 - State W/H		81.02	-81.02
				2105 - SDI		20.24	-20.24
TOTAL						-1,631.51	1,631.51
Paycheck	6213	08/31/2020	Richard A Martinez		1116 - Oak Valley Co...		-1,648.46
				6575 - Gross Wages...		-2,383.68	2,383.68
				6575 - Gross Wages...		-131.00	131.00
				2190 - Pension Withh...		201.17	-201.17
				4310 - Rental Income		125.00	-125.00
				2101 - Federal Withho...		259.00	-259.00
				5750 - Employer FICA		-155.91	155.91
				2102-2 - WSID		155.91	-155.91
				2102-1 - Employee		155.91	-155.91
				5760 - Employer Medi...		-36.47	36.47
				2103-2 - WSID		36.47	-36.47
				2103-1 - Employee		36.47	-36.47
				2104 - State W/H		63.52	-63.52
				2105 - SDI		25.15	-25.15
TOTAL						-1,648.46	1,648.46
Paycheck	6214	08/31/2020	Richard A Martinez, Jr.		1116 - Oak Valley Co...		-1,259.12
				6575 - Gross Wages...		-1,090.73	1,090.73
				5740 - Group Insurance		45.73	-45.73
				2190 - Pension Withh...		84.64	-84.64
				2101 - Federal Withho...		132.00	-132.00
				5750 - Employer FICA		-104.82	104.82
				2102-2 - WSID		104.82	-104.82
				2102-1 - Employee		104.82	-104.82
				5760 - Employer Medi...		-24.51	24.51
				2103-2 - WSID		24.51	-24.51
				2103-1 - Employee		24.51	-24.51
				2104 - State W/H		23.10	-23.10
				2105 - SDI		18.91	-18.91
TOTAL						-1,259.12	1,259.12
Check	17928	08/12/2020	ACWA/JPIA		1116 - Oak Valley Co...		-21,174.43
				5740 - Group Insurance		-21,174.43	21,174.43
TOTAL						-21,174.43	21,174.43

9:18 AM

09/17/20

West Side Irrigation District

Check Detail

August 2020

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	17929	08/12/2020	ARCO		1116 - Oak Valley Co...		-1,207.12
					5480 - Fuel/Lube	-1,207.12	1,207.12
TOTAL						-1,207.12	1,207.12
Check	17930	08/12/2020	California Welding S...		1116 - Oak Valley Co...		-27.28
					5470 - Shop Maintena...	-27.28	27.28
TOTAL						-27.28	27.28
Check	17931	08/12/2020	Comcast		1116 - Oak Valley Co...		-116.82
					5700 - Office Supplies	-116.82	116.82
TOTAL						-116.82	116.82
Check	17932	08/12/2020	Cox Bros. Tire Service		1116 - Oak Valley Co...		-47.57
					5500 - Auto Expense	-47.57	47.57
TOTAL						-47.57	47.57
Check	17933	08/12/2020	San Luis & Delta-Me...		1116 - Oak Valley Co...		-2,355.00
					5870 - Dues	-2,355.00	2,355.00
TOTAL						-2,355.00	2,355.00
Check	17934	08/12/2020	Harum/Crabtree/Sun...		1116 - Oak Valley Co...		-785.40
					5830 - Legal Expense	-785.40	785.40
TOTAL						-785.40	785.40
Check	17935	08/12/2020	PG&E		1116 - Oak Valley Co...		-205.58
					5780 - Office Power	-205.58	205.58
TOTAL						-205.58	205.58
Check	17936	08/12/2020	Van's Ace Hardware		1116 - Oak Valley Co...		-27.01
					5470 - Shop Maintena...	-27.01	27.01
TOTAL						-27.01	27.01
Check	17937	08/12/2020	Mike Grijaiva		1116 - Oak Valley Co...		-150.00
					5850 - Janitorial Expe...	-150.00	150.00
TOTAL						-150.00	150.00
Check	17938	08/12/2020	County of San Joaquin		1116 - Oak Valley Co...		-381.44
					5440 - Weed/Rodent	-381.44	381.44
TOTAL						-381.44	381.44
Check	17939	08/12/2020	Zenith Insurance Co...		1116 - Oak Valley Co...		-1,100.00
					5720 - Workman's Co...	-1,100.00	1,100.00
TOTAL						-1,100.00	1,100.00

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08/17/20

West Side Irrigation District Check Detail August 2020

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	17940	08/12/2020	SJVUAPCD		1116 - Oak Valley Co...		-160.00
					5870 - Dues	-160.00	160.00
TOTAL						-160.00	160.00
Liability Check	17941	08/15/2020	Oak Valley Communi...		1116 - Oak Valley Co...		-262.41
					2105 - SDI	-81.99	81.99
					2104 - State WH	-180.42	180.42
TOTAL						-262.41	262.41
Liability Check	17942	08/18/2020	Oak Valley Communi...		1116 - Oak Valley Co...		-1,968.38
					2101 - Federal Withho...	-712.00	712.00
					2103-2 - WSID	-118.87	118.87
					2103-1 - Employee	-118.87	118.87
					2102-2 - WSID	-508.32	508.32
					2102-1 - Employee	-508.32	508.32
TOTAL						-1,968.38	1,968.38
Check	17943	08/12/2020	PWRPA		1116 - Oak Valley Co...		-43,065.68
					5240 - WAPA Power	-41,872.32	41,872.32
					5897 - P-3 Funding	-1,193.36	1,193.36
TOTAL						-43,065.68	43,065.68
Check	17944	08/18/2020	Alhambra		1116 - Oak Valley Co...		-45.99
					5700 - Office Supplies	-45.99	45.99
TOTAL						-45.99	45.99
Check	17945	08/18/2020	AT&T Mobility		1116 - Oak Valley Co...		-133.66
					5810 - Cellular Phone	-133.66	133.66
TOTAL						-133.66	133.66
Check	17946	08/18/2020	Bank of America		1116 - Oak Valley Co...		-36.78
					5700 - Office Supplies	-36.78	36.78
TOTAL						-36.78	36.78
Check	17947	08/18/2020	Bureau of Reclamati...		1116 - Oak Valley Co...		-2,767.99
					5100 - CVP Water Pur...	-2,426.06	2,426.06
					5110 - CVP Restoration	-338.21	338.21
					5120 - CVP - O&M Ob...	-3.72	3.72
TOTAL						-2,767.99	2,767.99
Check	17948	08/18/2020	Byron-Bethany ID		1116 - Oak Valley Co...		-7,813.73
					5808 - District Manage...	-4,168.87	4,168.87
					5490 - Pipeline Mainte...	-561.75	561.75
					5200 - Pump House M...	-214.00	214.00
					5490 - Roadway Maint...	-428.00	428.00
					5500 - Auto Expense	-2,443.31	2,443.31
TOTAL						-7,813.73	7,813.73

9:18 AM

09/17/20

West Side Irrigation District
Check Detail
August 2020

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	17949	08/18/2020	City Garage		1116 - Oak Valley Co...		-509.19
					5500 - Auto Expense	-509.19	509.19
TOTAL						-509.19	509.19
Check	17950	08/18/2020	Delta Disposal Service		1116 - Oak Valley Co...		-129.46
					5470 - Shop Maintena...	-129.46	129.46
TOTAL						-129.46	129.46
Check	17951	08/18/2020	County of San Joaquin		1116 - Oak Valley Co...		-762.87
					5440 - Weed/Rodent	-762.87	762.87
TOTAL						-762.87	762.87
Check	17952	08/18/2020	San Luis & Delta-Mo...		1116 - Oak Valley Co...		-703.39
					5102 - CVP-Self Fundi...	-703.39	703.39
TOTAL						-703.39	703.39
Check	17953	08/18/2020	Wagner & Bonsignore		1116 - Oak Valley Co...		-911.40
					5130 - Water Rights	-911.40	911.40
TOTAL						-911.40	911.40
Check	17954	08/27/2020	AT&T		1116 - Oak Valley Co...		-158.59
					5800 - Phone	-50.50	50.50
					5800 - Phone	-108.09	108.09
TOTAL						-158.59	158.59
Check	17955	08/27/2020	Correia Garden Servi...		1116 - Oak Valley Co...		-80.00
					5890 - Lawn Maintena...	-80.00	80.00
TOTAL						-80.00	80.00
Check	17956	08/27/2020	Laurina Rocha		1116 - Oak Valley Co...		-150.00
					5850 - Janitorial Expe...	-150.00	150.00
TOTAL						-150.00	150.00
Check	17957	08/27/2020	PG&E		1116 - Oak Valley Co...		-143.35
					5280 - Other Power	-143.35	143.35
TOTAL						-143.35	143.35
Check	17958	08/27/2020	San Joaquin County ...		1116 - Oak Valley Co...		-100.00
					5820 - Director's/Offici...	-100.00	100.00
TOTAL						-100.00	100.00
Liability Check	17959	08/31/2020	Oak Valley Communi...		1116 - Oak Valley Co...		-263.19
					2105 - SDI	-83.14	83.14
					2104 - State WH	-180.05	180.05
TOTAL						-263.19	263.19

9:18 AM

09/17/20

West Side Irrigation District
Check Detail
 August 2020

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Liability Check	17860	08/31/2020	Oak Valley Communi...		1116 - Oak Valley Co...		-1,979.84
				2101 - Federal Withho...		-708.00	708.00
				2103-2 - WSID		-120.54	120.54
				2103-1 - Employee		-120.54	120.54
				2102-2 - WSID		-515.38	515.38
				2102-1 - Employee		-515.38	515.38
TOTAL						-1,979.84	1,979.84
Liability Check	17861	08/31/2020	VALIC		1116 - Oak Valley Co...		-1,807.94
				5730 - Pension Expen...		-825.59	825.59
				2190 - Pension Withh...		-982.35	982.35
TOTAL						-1,807.94	1,807.94

TREASURER'S MONTHLY REPORT

DATE: July 31, 2020

RECEIPTS

[illegible]

DISBURSEMENTS

[illegible]

LOCATION OF CASH		OUTSTANDING WARRANTS	
Office Cash	\$ 100.00	Jack Alvarez	\$ 100.96
		Randy Mattos	\$ 100.96
		Rexel of America LLC	\$ 2,214.43
		VALIC	\$ 1,931.49
		Carol A. Petz	\$ 1,643.05
		Richard A. Martinez Jr.	\$ 1,299.13
		Turf-N-Trau	\$ 1,000.00
Oak Valley Community Bank	\$ 3,355,407.27	Oak Valley Bank - State Deposit	\$ 276.56
		City of Tracy	\$ 172.09
		PG&E	\$ 148.13
		Laurina Rocha	\$ 100.00
		Carol Petz - Reimb. Supplies	\$ 83.68
		Corneia Garden Service	\$ 80.00
TREASURER'S CASH BALANCE	\$ 3,355,507.27	Ray Morgan Co.	\$ 24.20



TRACY
1034 NORTH CENTRAL AVE.
TRACY CA 95376
(209)834-3340

2458 THE WEST SIDE IRRIGATION DISTRICT
PO BOX 177
TRACY CA 95378

ACCOUNT NUMBER: ~~XXXXXXXXXX~~
STATEMENT DATE: 8/31/20
PAGE: 1 OF 2

WEB SITE: www.ovcb.com
www.escbank.com
TOLL FREE NUMBER: 866-844-7500

OAK TREE CHECKING-PUBLIC	THE WEST SIDE IRRIGATION DISTRICT	Acct	XXXXXXXXXX
Beginning Balance	8/01/20	3,164,542.15	
Deposits / Misc Credits	6	121,732.76	
Withdrawals / Misc Debits	13	95,759.44	
** Ending Balance	8/31/20	3,190,515.47	**
Service Charge		.00	
Interest Paid Thru	8/31/20	1,347.04	
Interest Paid Year To Date		15,987.30	
Minimum Balance		3,155,789	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
8/11	7,514.77		Trnsfr from Checking Acct Ending in 0044
8/13	1,069.60		Trnsfr from Checking Acct Ending in 0044
8/14	70,110.74		Trnsfr from Checking Acct Ending in 0044
8/19	33,643.17		Trnsfr from Checking Acct Ending in 0044
8/25	8,047.44		Trnsfr from Checking Acct Ending in 0044
8/31	1,347.04		INTEREST EARNED

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
8/03		3,750.32	Trnsfr to Checking Acct Ending in 0044
8/04		1,931.49	Trnsfr to Checking Acct Ending in 0044
8/05		2,071.15	Trnsfr to Checking Acct Ending in 0044
8/07		1,000.00	Trnsfr to Checking Acct Ending in 0044
8/12		99.96	Trnsfr to Checking Acct Ending in 0044
8/17		70,192.34	Trnsfr to Checking Acct Ending in 0044
8/18		4,233.79	Trnsfr to Checking Acct Ending in 0044
8/20		26.01	Trnsfr to Checking Acct Ending in 0044
8/21		1,084.83	Trnsfr to Checking Acct Ending in 0044
8/24		9,231.10	Trnsfr to Checking Acct Ending in 0044
8/27		174.45	Trnsfr to Checking Acct Ending in 0044
8/28		1,531.51	Trnsfr to Checking Acct Ending in 0044

[illegible]

1. Sort checks in sequence by check number.
2. Compare each imaged item with your check stub or check register and mark paid.
3. Bank balance shown on front of statement
4. Compare any deposits shown on statement, including bank originated credits, with those entered in your check register. Add any not shown on statement.
5. Sub-total.....
6. Subtract total of outstanding checks
7. Account balance.....
8. Your check book balance
9. Subtract any bank charges including monthly service charge and automatic repayments or transfers you have authorized and have been deducted on this statement.
10. Adjusted checkbook balance

NOTICE REGARDING REPORTS OF NEGATIVE INFORMATION ABOUT YOUR ACCOUNT

Any Charge for Imprinted Checks Includes State Sales Tax Computed at the Current Rate, When Applicable

METHOD USED TO DETERMINE THE BALANCE ON WHICH THE FINANCE CHARGE WILL BE COMPUTED: A daily FINANCE CHARGE will be imposed on all credit advances made under your LINE OF CREDIT from the date of each advance based on the "AVERAGE DAILY BALANCE" method. To get the average daily balance we take the beginning balance of your LINE OF CREDIT each day, add any new advances and subtract any payments or credits or any unpaid FINANCE CHARGES. This gives us a daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "AVERAGE DAILY BALANCE." The FINANCE CHARGE is determined by applying the "Periodic Rate" to the AVERAGE DAILY BALANCE described above. Then we multiply by the number of days in the billing cycle. This is your FINANCE CHARGE calculated by applying a Periodic Rate.

What To Do If You Think You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at: PO Box 98, Oakdale, CA 95361. In your letter, give us the following information:

- *Account Information:* Your name and account number.
- *Dollar Amount:* The dollar amount of the suspected error.
- *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in *writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Contact us at 209-844-7500 or the address shown on the front of this statement as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we first sent you the FIRST statement on which the problem appeared. Be prepared to:

- Tell us your name and account number
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is an error so that you will have use of the money during the time it takes us to complete our investigation.



THE WEST SIDE IRRIGATION DISTRICT

ACCOUNT NUMBER:

STATEMENT DATE:

PAGE:

2458

~~10000000~~

8/31/20

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WEB SITE: www.ovcb.com

www.escbank.com

TOLL FREE PHONE: 866-844-7500

- - ACCOUNT CONTINUED - -

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
8/31		432.49	Trnsfr to Checking Acct Ending in 0044

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
8/03	3,160,791.83	8/13	3,164,273.60	8/21	3,192,490.54
8/04	3,158,860.34	8/14	3,234,384.34	8/24	3,183,259.44
8/05	3,156,789.19	8/17	3,164,192.00	8/25	3,191,306.88
8/07	3,155,789.19	8/18	3,159,958.21	8/27	3,191,132.43
8/11	3,163,303.96	8/19	3,193,601.38	8/28	3,189,600.92
8/12	3,163,204.00	8/20	3,193,575.37	8/31	3,190,515.47





TRACY
1034 NORTH CENTRAL AVE.
TRACY CA 95376
(209)834-3340

3191 THE WEST SIDE IRRIGATION DISTRICT
PO BOX 177
TRACY CA 95378

ACCOUNT NUMBER:
STATEMENT DATE: 8/31/20
PAGE: 1 OF 3

WEB SITE: www.ovcb.com
www.escbank.com
TOLL FREE NUMBER: 866-844-7500

ECONOMY CHECKING-PUBLIC	THE WEST SIDE IRRIGATION DISTRICT	Acct	
Beginning Balance	8/01/20	200,000.00	
Deposits / Misc Credits	18	222,969.92	
Withdrawals / Misc Debits	48	222,969.92	
** Ending Balance	8/31/20	200,000.00	**
Service Charge		.00	
Enclosures		40	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
8/03	3,750.32		Trnsfr from Checking Acct Ending in 0052
8/04	1,931.49		Trnsfr from Checking Acct Ending in 0052
8/05	2,071.15		Trnsfr from Checking Acct Ending in 0052
8/07	1,000.00		Trnsfr from Checking Acct Ending in 0052
8/10	7,595.77		DEPOSIT
8/12	99.96		Trnsfr from Checking Acct Ending in 0052
8/13	72,862.85		DEPOSIT
8/17	70,192.34		Trnsfr from Checking Acct Ending in 0052
8/18	36,194.26		DEPOSIT
8/18	4,233.79		Trnsfr from Checking Acct Ending in 0052
8/20	26.01		Trnsfr from Checking Acct Ending in 0052
8/21	1,084.83		Trnsfr from Checking Acct Ending in 0052
8/24	8,222.10		DEPOSIT
8/24	9,231.10		Trnsfr from Checking Acct Ending in 0052
8/27	174.45		Trnsfr from Checking Acct Ending in 0052
8/28	2,335.50		DEPOSIT
8/28	1,531.51		Trnsfr from Checking Acct Ending in 0052
8/31	432.49		Trnsfr from Checking Acct Ending in 0052

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
8/03		276.56	EMPLOYMENT DEVEL/EDD EFTPM
8/11		7,514.77	Trnsfr to Checking Acct Ending in 0052



3191

THE WEST SIDE IRRIGATION DISTRICT

ACCOUNT NUMBER:

STATEMENT DATE:

PAGE:

~~1000000~~
8/31/20
2 OF 3

WEB SITE: www.ovcb.comwww.escbank.com

TOLL FREE PHONE: 866-844-7500

- - ACCOUNT CONTINUED - -

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
8/13		1,069.60	Trnsfr to Checking Acct Ending in 0052
8/14		70,110.74	Trnsfr to Checking Acct Ending in 0052
8/18		262.41	EMPLOYMENT DEVEL/EDD EFTPMT
8/18		1,966.38	IRS/USATAXPYMT
8/19		33,643.17	Trnsfr to Checking Acct Ending in 0052
8/25		8,047.44	Trnsfr to Checking Acct Ending in 0052

CHECKS PAID CONVENTIONALLY

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
8/05	6203	1,643.05	8/05	17925	24.20	8/21	17938	381.44
8/03	6206*	1,259.13	8/03	17926	2,214.63	8/17	17939	1,100.00
8/17	6207	1,380.18	8/07	17927	1,000.00	8/19	17940	160.00
8/14	6208	1,531.51	8/17	17928	21,174.43	8/17	17943*	43,065.68
8/17	6209	1,764.29	8/19	17929	1,207.12	8/27	17944	45.99
8/17	6210	1,259.10	8/17	17930	27.28	8/25	17945	133.66
8/28	6212*	1,531.51	8/17	17931	116.82	8/24	17946	36.78
8/12	17913*	100.96	8/19	17932	47.57	8/31	17947	2,767.99
8/04	17919*	1,931.49	8/18	17933	2,355.00	8/24	17948	7,813.73
8/05	17920	83.68	8/19	17934	785.40	8/24	17949	509.19
8/05	17921	172.09	8/17	17935	205.56	8/27	17950	129.46
8/11	17922	80.00	8/20	17936	27.01	8/21	17952*	703.39
8/17	17923	100.00	8/13	17937	150.00	8/24	17953	911.40
8/05	17924	148.13						

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
8/03	200,000.00	8/11	200,001.00	8/18	235,844.26
8/04	200,000.00	8/12	200,000.00	8/19	200,001.00
8/05	200,000.00	8/13	271,643.25	8/20	200,000.00
8/07	200,000.00	8/14	200,001.00	8/21	200,000.00
8/10	207,595.77	8/17	200,000.00	8/24	208,182.10



3191

THE WEST SIDE IRRIGATION DISTRICT

ACCOUNT NUMBER: 
STATEMENT DATE: 8/31/20
PAGE: 3 OF 3

WEB SITE: www.ovcb.com

www.escbank.com

TOLL FREE PHONE: 866-844-7500

- - ACCOUNT CONTINUED - -

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
8/25	200,001.00	8/28	202,335.50	8/31	200,000.00
8/27	200,000.00				

**BYRON-BETHANY IRRIGATION DISTRICT
STAFF REPORT**

DATE: 24 SEPTEMBER, 2020
TO: BOARD OF DIRECTORS
FROM: RICK GILMORE, GENERAL MANAGER
SUBJECT: RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH V&A
CONSULTING ENGINEERS FOR CORROSION ENGINEERING
SERVICES – PUMPING PLANT 3

BACKGROUND:

Soil resistivity testing at Pumping Plant 3 has determined that the soil is corrosive to the approximately 140 feet of mortar coated welded steel discharge piping that serves Canal 120 and 155. BBID received several proposals for corrosion engineering services and selected V&A Consulting Engineers.

V&A will prepare a Technical Memorandum with the testing results and make a recommendation on the type of cathodic protection system that should be designed. V&A will also prepare plans and specifications for the cathodic protection system, once selected.

V&A proposes to complete this work at a cost not to exceed \$15,000.00. A Purchase Order was issued on September 16, 2020.

RECOMMENDATION:

The General Manager respectfully requests the Board of Directors ratify the services of V&A Consulting Engineers at a cost not to exceed \$15,000.00

**BYRON-BETHANY IRRIGATION DISTRICT
STAFF REPORT**

DATE: 24 SEPTEMBER, 2020
TO: BOARD OF DIRECTORS
FROM: RICK GILMORE, GENERAL MANAGER
SUBJECT: RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH
FARWEST CORROSION CONTROL COMPANY FOR CATHODIC
PROTECTION SYSTEM REPAIRS

BACKGROUND:

In March 2020, the District requested Farwest to conduct a corrosion protection survey on several of BBID's assets. Based on the survey BBID requested a proposal to replace/install magnesium anodes on three fire risers at Headquarters, three locations along the Mariposa Energy pipeline and at the Radial Gate in Byron. The proposal was provided by task/site at a cost of \$32,000. In order to schedule the work, a Purchase Order was issued on September 9, 2020.

RECOMMENDATION:

The General Manager respectfully requests the Board of Directors ratify the services of Farwest Corrosion Control Company at a cost not to exceed \$32,000.

BYRON-BETHANY IRRIGATION DISTRICT
STAFF REPORT

DATE: 24 SEPTEMBER, 2020
TO: BOARD OF DIRECTORS
FROM: RICK GILMORE, GENERAL MANAGER
SUBJECT: AUTHORIZING EXECUTION OF REPAYMENT CONTRACT 14-06-200-785-LTR1-P BETWEEN THE UNITED STATES AND BYRON-BETHANY IRRIGATION DISTRICT FOR CENTRAL VALLEY PROJECT WATER SERVICE, DIRECTING STAFF TO FILE NOTICE OF EXEMPTION PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT, DIRECTING STAFF TO FILE A VALIDATION ACTION AND AUTHORIZING ACTIONS IN FURTHERANCE THEREOF

BACKGROUND:

As you may recall, the Board authorized staff to proceed with converting its' existing water service contract to a permanent repayment contract under the Water Infrastructure Improvements for the Nation Act (WIIN Act). The WIIN Act authority for contract conversions sunsets December 16, 2021, which means Reclamation and the Contractors must have the conversion contracts negotiated and executed prior to December 16, 2021.

Contractors that fully prepay their construction obligation of the CVP will no longer be subject to requirements of the RRA, once full payout is verified and approved by the Commissioner. Contractors will receive a letter once this occurs. The District's repayment obligation is approximately \$2.2 million and will be funded through the California Municipal Public Finance Authority.

The Repayment Contract is not a project under CEQA because it is a financial activity, having no impact on the physical environment. BBID may invoke the ongoing project and existing facilities exemptions in the event the Repayment Contract is deemed a "project." Finally, BBID may rely on the common-sense exception because the Repayment Contract does not result in changes from the environmental baseline.

RECOMMENDATION:

The General Manager respectfully requests the Board of Directors adopt Resolution 2020-9 as attached to this report.

RESOLUTION 2020-9

**AUTHORIZING EXECUTION OF REPAYMENT CONTRACT 14-06-200-785-LTR1-P
BETWEEN THE UNITED STATES AND BYRON-BETHANY IRRIGATION DISTRICT
FOR CENTRAL VALLEY PROJECT WATER SERVICE, DIRECTING STAFF TO FILE NOTICE
OF EXEMPTION PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT,
DIRECTING STAFF TO FILE A VALIDATION ACTION AND
AUTHORIZING ACTIONS IN FURTHERANCE THEREOF**

CVP Water Service Contracts

WHEREAS, Plain View Water District (PVWD) entered into a contract with the United States Bureau of Reclamation (United States) providing for the delivery of up to 20,600 acre-feet of water diverted through Central Valley Project (CVP) facilities and PVWD's distribution system (Contract No. 14-06-200-785 and hereinafter referred to as, "Original Contract");

WHEREAS, the Original Contract expired on February 28, 1994, and PVWD thereafter entered into successive interim contract renewals with the United States providing for continued water service to PVWD in accordance with substantially the same terms and conditions, except price and length, as the Original Contract, from March 1, 1994, through February 28, 2006 (Contract Nos. 14-06-200-785-IR1 through 14-06-200-785-IR10, collectively referred to hereinafter as, "Interim Renewal Contracts");

WHEREAS, BBID is a multi-county irrigation district established under irrigation district law (Wat. Code, § 20500 et seq.) providing water for irrigation and municipal and industrial purposes of use within its boundaries;

WHEREAS, on August 12, 2004, PVWD and Byron-Bethany Irrigation District (BBID) consolidated, dissolving PVWD and reorganizing PVWD's territory into BBID, thereby establishing a CVP service area that includes lands formerly part of PVWD, within the boundaries of BBID;

WHEREAS, the United States and BBID executed a Long-Term Renewal Contract effective March 1, 2005, through February 28, 2030, with substantially the same terms and conditions as the Interim Renewal Contracts (Contract No. 14-200-785-LTR1 and hereinafter referred to as, "Long-Term Renewal Contract");

WHEREAS, PVWD and/or BBID has fully utilized through reasonable beneficial use all water provided under the Original Contract, Interim Renewal Contracts, and Long-Term Renewal Contract, either by receiving and delivering such water to lands within its CVP service area, or by conserving and/or transferring such water in accordance with law;

WHEREAS, BBID considers the water it is entitled to receive under the Long-Term Renewal Contract essential to its water supply;

WIIN Act

WHEREAS, on December 16, 2016, the 114th Congress of the United States of America enacted the Water Infrastructure Improvements for the Nation Act (Public Law (Pub. L.) 114-322 (Dec. 16, 2016) 130 Stat. 1628), Section 4011 (a-d) and (f) (WIIN Act);

WHEREAS, Section 4011(a)(1) of the WIIN Act provides, “upon request of the contractor, the Secretary of the Department 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 [Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under mutually agreeable terms and conditions[;]”

WHEREAS, Section 4011 (a)(4)(C) of the WIIN Act further provides that all contracts entered into pursuant to Section 4011(a)(1) shall “not modify other water service, repayment, exchange and transfer contractual rights between the [Contractor], and [the United States], or any rights, obligations, or relationships of the [Contractor] and their landowners as provided under State law[;]”

BBID’s Repayment Contract

WHEREAS, upon BBID’s request, the United States offered BBID a proposed contract to allow for prepayment of BBID’s repayment obligations, converting its Long-Term Renewal Contract into a permanent repayment contract (Repayment Contract, attached hereto as Exhibit “A”);

WHEREAS, the Repayment Contract provides BBID continued entitlement to water service in accordance with substantially the same terms and conditions as the Long-Term Renewal Contract, except the timing of payment (affecting price due to accrual of interest) and length;

WHEREAS, the Repayment Contract requires BBID to pay the remaining amount of construction costs and/or other capitalized costs associated with the CVP that are allocable to BBID (Repayment Obligation) by a date certain;

WHEREAS, the United States estimates BBID’s Repayment Obligation is \$2,210,535.00;

WHEREAS, upon execution, the Repayment Contract will be perpetual;

WHEREAS, it is imperative to BBID and its landowners that BBID execute the Repayment Contract to continue its entitlement to CVP water delivery and to control costs associated with BBID’s repayment obligation to the United States;

WHEREAS, the BBID Board of Directors (Board) reviewed the terms of the Repayment Contract, which provides that water will be diverted through the same CVP facilities as the water diverted under the Original Contract, Interim Renewal Contracts, and Long-Term Renewal Contract;

WHEREAS, BBID will distribute CVP water received through the same distribution system as used for the Original Contract, Interim Renewal Contracts, and Long-Term Renewal Contract and will deliver such CVP water under the Repayment Contract to the same lands within the BBID CVP service area;

WHEREAS, BBID has copies of contracts, water delivery reports, crop information, and other data supporting these findings;

California Environmental Quality Act

WHEREAS, the Board reviewed staff's Memorandum regarding Preliminary Environmental Assessment for the Repayment Contract, which is on file with the Secretary of the Board, concluding that BBID's actions in executing the Repayment Contract are exempt from environmental review under the California Environmental Quality Act (CEQA) for the reasons set forth in the memorandum;

Validation

WHEREAS, the Repayment Contract provides that after execution of the Repayment Contract, BBID will provide to the United States a certified copy of a final decree of a court of competent jurisdiction confirming BBID's proceedings for authorizing its execution of the Repayment Contract.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The facts set forth in the recitals above and in the referenced documents are true and correct, and the Board so finds and determines.
2. The Board further finds that:
 - A. Approval of the Repayment Project is not a "project" under CEQA, as defined in California Code of Regulations, Title 14, Section 15378, because it is merely a legal and financial transaction that will not cause any physical impact on the environment.
 - B. If approval of the Repayment Contract is deemed a "project" under CEQA, it is statutorily exempt from further environmental review under CEQA as an "on-going project," as defined in California Code of Regulations, Title 14, Section 15261, subdivision (a), because it is merely the continuation of a project approved, funded, and fully operated prior to November 23, 1970, and no modification or alteration in the facilities, or the amount of water entitled for delivery, is projected.
 - C. If approval of the Repayment Contract is deemed a "project" under CEQA, it is categorically exempt from further environmental review under CEQA as "existing facilities," as defined in California Code of Regulations, Title 14, Section 15301,

because it merely provides for the continued operation of existing facilities, involving no or negligible expansion of use.

- D. If approval of the Repayment Contract is deemed a "project" under CEQA, it is exempt from further environmental review under CEQA's "common sense" exemption, pursuant to California Code of Regulations, Title 14, Section 15061, subdivision (b)(3), because there is no possibility that executing the Repayment Contract may have a significant effect on the environment.
 - E. Approval of the Repayment Contract will not create any of the effects provided in California Code of Regulations, Title 14, Section 15300.2, regarding exceptions to CEQA exemptions.
- 3. The General Manager of BBID is authorized and directed to prepare and file within five (5) days of the Board adopting this Resolution a Notice of Exemption with the County Clerk of San Joaquin County for BBID's Repayment Contract, in accordance with the California Code of Regulations, Title 14, Section 15062, Subdivision (c)(2).
 - 4. The Repayment Contract is in substantially the same form presented to the Board and on file with the Secretary.
 - 5. The Board approves the Repayment Contract.
 - 6. The President, General Manager and Secretary of BBID are authorized and directed to execute the Repayment Contract in substantially the same form presented to the Board, subject to such additions, deletions, and revisions as the executing officers may approve prior to execution. Execution provides conclusive proof of such approval.
 - 7. The Board approves payment of the Repayment Obligation in the amount of \$2,210,535.00.
 - 8. BBID's officers, staff, and consultants are authorized and directed to take all additional actions deemed necessary or appropriate to carry out the intent of this Resolution and to ensure continued water service to BBID and its water users, including to file, as appropriate, a validation action pursuant to Water Code section 23225.

PASSED AND ADOPTED at a Rescheduled Meeting of the Board of Directors of the Byron Bethany Irrigation District on 29 September, 2020 by the following vote:

Ayes: ALVAREZ, BROWN, ENOS, KAGEHIRO, M. MAGGIORE, T. MAGGIORE MUSCO,
PEREIRA, TUSO

Noes:

Abstained:

Absent:

Russell Kagehiro, President

Secretary's Certification

I, Kelley Geyer, Deputy Secretary of the Board of Directors of the Byron Bethany Irrigation District, do hereby certify that the foregoing Resolution is a true and correct copy entered into the Minutes of the Meeting of 29 September, 2020 at which time a quorum was present, and no motion to amend or rescind the above resolution was made.

Kelley Geyer, Deputy Secretary

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

CONTRACT BETWEEN THE UNITED STATES
AND
BYRON-BETHANY IRRIGATION DISTRICT
PROVIDING FOR PROJECT WATER SERVICE
FROM DELTA DIVISION AND FACILITIES REPAYMENT

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

CONTRACT BETWEEN THE UNITED STATES
AND
BYRON-BETHANY IRRIGATION DISTRICT
PROVIDING FOR PROJECT WATER SERVICE
FROM DELTA DIVISION AND FACILITIES REPAYMENT

1 THIS CONTRACT, made this ____ day of _____, 20XX, in
2 pursuance generally of the Act of June 17, 1902, (32 Stat. 388), and acts amendatory thereof or
3 supplementary thereto, including but not limited to, the Acts of August 26, 1937 (50 Stat. 844),
4 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
5 July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263),
6 October 27, 1986 (100 Stat. 3050), as amended, Title XXXIV of the Act of October 30, 1992
7 (106 Stat. 4706), as amended, and the Water Infrastructure Improvements for the Nation Act
8 (Public Law (Pub. L.) 114-322, 130 Stat. 1628), Section 4011 (a-d) and (f) ("WIIN Act"), all
9 collectively hereinafter referred to as Federal Reclamation law, between the UNITED STATES
10 OF AMERICA, hereinafter referred to as the United States, represented by the officer executing
11 this Contract, hereinafter referred to as the Contracting Officer, and BYRON-BETHANY
12 IRRIGATION DISTRICT, hereinafter referred to as the Contractor, a public agency of the State
13 of California, duly organized, existing, and acting pursuant to the laws thereof;

14 WITNESSETH, That:

EXPLANATORY RECITALS

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

[2nd] WHEREAS, the United States constructed the Delta-Mendota Canal and related facilities, which will be used in part for the furnishing of water to the Contractor pursuant to the terms of this Contract; and

[3rd] WHEREAS, the rights to Project Water were acquired by the United States pursuant to California law for operation of the Project; and

[4th] WHEREAS, the United States and the Contractor entered into Contract No. 14-06-200-785, as amended, which in Part A thereof, established terms for the delivery to the Contractor of Project Water from the Delta Division facilities from May 22, 1953, through February 28, 1994; and

[5th] WHEREAS, the United States and the Contractor have pursuant to Subsection 3404(c)(1) of the Central Valley Project Improvement Act (CVPIA), subsequently entered into interim renewal contract(s) identified as Contract No. 14-06-200-785-IR1 and subsequent Interim Renewal Contracts 14-06-200-785-IR2 through 14-06-

200-785-IR10, which provided for water service to the Contractor from March 1, 1994 through February 28, 2006; and

[6th] WHEREAS, the United States and the Contractor entered into a long-term contract identified as Contract No. 14-06-200-785-LTR1, hereinafter referred to as the Existing Contract, which provided for the continued water service to the Contractor following expiration of Contract No. 14-06-200-785-IR10, and which was in effect the date the WIIN Act was enacted; and

[7th] WHEREAS, Plain View Water District and Byron-Bethany Irrigation District determined that consolidation of the two districts would improve the administrative efficiency of the districts and enhance the districts' stability; and

[8th] WHEREAS, San Joaquin Local Agency Formation Commission approved consolidation of Plain View Water District and Byron-Bethany Irrigation District on August 12, 2004, by dissolving Plain View Water District and reorganizing the territory to Byron-Bethany Irrigation District; and

[9th] WHEREAS, the consolidation referred to in the preceding two explanatory recitals did not, in any manner, change the area to which the Project Water may be delivered pursuant to the Existing Contract; and

[10th] WHEREAS, on December 16, 2016, the 114th Congress of the United States of America enacted the WIIN Act; and

[11th] WHEREAS, Section 4011(a)(1) provides that "upon request of the contractor, the Secretary of the Interior shall convert any water service contract in effect on the date of enactment of this subtitle and between the United States and a water users' association

[Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under mutually agreeable terms and conditions.”; and

[12th] 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

[13th] WHEREAS, Section 4011(a)(4)(C) further provides all contracts entered into pursuant to Section 4011(a)(1), (2), and (3) shall “not modify other water service, repayment, exchange and transfer contractual rights between the water users’ association [Contractor], and the Bureau of Reclamation, or any rights, obligations, or relationships of the water users’ association [Contractor] and their landowners as provided under State law.”; and

[14th] 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

[15th] WHEREAS, upon the request of the Contractor, the WIIN Act directs the Secretary to convert irrigation water service contracts and municipal and industrial (M&I) water

service contracts into repayment contracts, amend existing repayment contracts, and allow contractors to prepay their construction cost obligations pursuant to applicable Federal Reclamation law; and

[16th] WHEREAS, the United States has determined that the Contractor has fulfilled all of its obligations under the Existing Contract; and

[17th] WHEREAS, the Contractor has demonstrated to the satisfaction of the Contracting Officer that the Contractor has utilized the Project Water supplies available to it for reasonable and beneficial use and/or has demonstrated future demand for water use such that the Contractor has the capability and expects to utilize fully for reasonable and beneficial use the quantity of Project Water to be made available to it pursuant to this Contract; and

[18th] 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 Contractor as an essential portion of its water supply; and

[19th] WHEREAS, the economies of regions within the Project, including the Contractor's, depend upon the continued availability of water, including water service from the Project; and

[20th] WHEREAS, the Secretary intends through coordination, cooperation, and partnerships to pursue measures to improve water supply, water quality, and reliability of the Project for all Project purposes; and

[21st] WHEREAS, the mutual goals of the United States and the Contractor include: to provide for reliable Project Water supplies; to control costs of those supplies;

to achieve repayment of the Project as required by law; to guard reasonably against Project Water shortages; to achieve a reasonable balance among competing demands for use of Project Water; and to comply with all applicable environmental statutes, all consistent with the legal obligations of the United States relative to the Project; and

[22nd] WHEREAS, the parties intend by this Contract to maintain a cooperative relationship in order to achieve their mutual goals; and

[23rd] WHEREAS, the Contractor has utilized or may utilize transfers, contract assignments, rescheduling, and conveyance of Project Water and non-Project water under this Contract as tools to minimize the impacts of a Condition of Shortage and to maximize the beneficial use of water; and

[24th] WHEREAS, the parties desire and intend that this Contract not provide a disincentive to the Contractor in continuing to carry out the beneficial activities set out in the Explanatory Recital immediately above; and

[25th] WHEREAS, the Contracting Officer and the Contractor agree that this Contract complies with Section 4011 of the WIIN Act; and

[26th] WHEREAS, the Contracting Officer and the Contractor agree to amend and convert the Existing Contract pursuant to section 4011 of the WIIN Act and other Federal Reclamation law on the terms and conditions set forth below;

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

DEFINITIONS

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

(a) "Additional Capital Obligation" shall mean construction costs or other capitalized costs incurred after the Effective Date or not reflected in the Existing Capital Obligation as defined herein and in accordance with Section 4011, subsection (a)(2)(B) and (a)(3)(B) of the Water Infrastructure Improvements for the Nation Act (Pub. L. 114-322, 130 Stat. 1628) ("WIIN Act");

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

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

(d) "Condition of Shortage" shall mean a condition respecting the Project during any Year such that the Contracting Officer is unable to deliver sufficient water to meet the Contract Total;

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

(f) "Contract Total" shall mean the maximum amount of water to which the Contractor is entitled under subdivision (a) of Article 3 of this Contract;

(g) "Contractor's Service Area" shall mean the area to which the Contractor is permitted to provide Project Water under this Contract as described in Exhibit "A" attached hereto, which may be modified from time to time in accordance with Article 34 of this Contract without amendment of this Contract;

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

(i) "Delta Division Facilities" shall mean those existing and future Project facilities in and south of the Sacramento-San Joaquin Rivers Delta, including, but not limited to, the C.W. "Bill" Jones Pumping Plant, the O'Neill Forebay, the O'Neill Pumping/Generating Plant, and the San Luis Reservoir, used to divert, store, and convey water to those Project Contractors entitled to receive water conveyed through the Delta-Mendota Canal;

(j) "Eligible Lands" shall mean all lands to which Irrigation Water may be delivered in accordance with Section 204 of the Reclamation Reform Act of 1982 (96 Stat. 1263), as amended;

(k) "Excess Lands" shall mean all lands in excess of the limitations contained in Section 204 of the Reclamation Reform Act of 1982, other than those lands exempt from acreage limitation under Federal Reclamation law;

(l) "Existing Capital Obligation" shall mean the remaining amount of construction costs or other capitalized costs allocable to the Contractor as described in section 4011, subsections (a)(2)(A) and (a)(3)(A) of the WIIN Act, and as identified in the Central Valley Project Irrigation Water Rates and/or Municipal and Industrial Water Rates, respectively,

dated Month/Day/Year [specify ratebook year for all contractors.] [contractor specific to address the intertie], as adjusted to reflect payments not reflected in such schedule. The Contracting Officer has computed the Existing Capital Obligation and such amount is set forth in Exhibit "C", which is incorporated herein by reference;

(m) "Full Cost Rate" shall mean an annual rate, as determined by the Contracting Officer that shall amortize the expenditures for construction properly allocable to the Project irrigation or M&I functions, as appropriate, of facilities in service including all O&M deficits funded, less payments, over such periods as may be required under Federal Reclamation law, or applicable contract provisions. Interest will accrue on both the construction expenditures and funded O&M deficits from October 12, 1982, on costs outstanding at that date, or from the date incurred in the case of costs arising subsequent to October 12 1982, and shall be calculated in accordance with subsections 202(3)(B) and (3)(C) of the Reclamation Reform Act of 1982. The Full Cost Rate includes actual operation, maintenance, and replacement costs consistent with Section 426.2 of the Rules and Regulations for the Reclamation Reform Act of 1982;

(n) "Ineligible Lands" shall mean all lands to which Irrigation Water may not be delivered in accordance with Section 204 of the Reclamation Reform Act of 1982;

(o) "Irrigation Full Cost Water Rate" shall mean the Full Cost Rate applicable to the delivery of Irrigation Water;

(p) "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;

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

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

193 (s) “M&I Full Cost Water Rate” shall mean the Full Cost Rate
194 applicable to the delivery of M&I Water;

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

198 (u) “Operating Non-Federal Entity” shall mean the entity(ies), its (their)
199 successors or assigns, which has (have) the obligation to operate and maintain all or a
200 portion of the Delta Division Facilities pursuant to written agreement(s) with the United
201 States. When this Contract was entered into, the Operating Non-Federal Entity was the
202 San Luis & Delta-Mendota Water Authority;

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

205 (w) “Project Contractors” shall mean all parties who have contracts for
206 water service for Project Water from the Project with the United States pursuant to Federal
207 Reclamation law;

208 (x) “Project Water” shall mean all water that is developed, diverted,
209 stored, or delivered by the Secretary in accordance with the statutes authorizing the

210 Project and in accordance with the terms and conditions of water rights acquired
211 pursuant to California law;

212 (y) "Rates" shall mean the payments determined annually by the
213 Contracting Officer in accordance with the then-current applicable water ratesetting
214 policies for the Project, as described in subdivision (a) of Article 7 of this Contract;

215 (z) "Recent Historic Average" shall mean the most recent five (5)-year
216 average of the final forecast of Water Made Available to the Contractor pursuant to this
217 Contract or its preceding contract(s);

218 (aa) "Repayment Obligation" for Water Delivered as Irrigation Water shall
219 mean the Existing Capital Obligation discounted by $\frac{1}{2}$ of the Treasury rate, which shall be the
220 amount due and payable to the United States, pursuant to section 4011(a)(2)(A) of the WIIN Act;
221 and for Water Delivered as M&I Water shall mean the amount due and payable to the United
222 States, pursuant to section 4011(a)(3)(A) of the WIIN Act;

223 (bb) "Secretary" shall mean the Secretary of the Interior, a duly appointed
224 successor, or an authorized representative acting pursuant to any authority of the
225 Secretary and through any agency of the Department of the Interior;

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

229 (dd) "Water Delivered" or "Delivered Water" shall mean Project Water
230 diverted for use by the Contractor at the point(s) of delivery approved by the Contracting
231 Officer;

(ee) “Water Made Available” shall mean the estimated amount of Project Water that can be delivered to the Contractor for the upcoming Year as declared by the Contracting Officer, pursuant to subdivision (a) of Article 4 of this Contract;

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

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

TERM OF CONTRACT – RIGHT TO USE OF WATER

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

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

(2) Provided, further, That the Contracting Officer shall not seek to suspend making water available or declaring Water Made Available pursuant to this Contract for

non-compliance by the Contractor with the terms of this Contract or Federal law, unless the Contracting Officer has first provided at least thirty (30) calendar days written notice to the Contractor and the Contractor has failed to cure such non-compliance, or to diligently commence curative actions satisfactory to the Contracting Officer for a non-compliance that cannot be fully 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 satisfactory to the to the Contracting Officer, the Contracting Officer shall resume making water available and declaring Water Made Available pursuant to this Contract;

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

(b) Upon complete payment of the Repayment Obligation by the Contractor, 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 (j) Eligible Lands, (k) Excess Lands, and (n) Ineligible Lands, of Article 1 of this Contract shall no longer be applicable.

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

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

WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTOR

3. (a) During each Year, consistent with all applicable State water rights permits, and licenses, Federal law, and subject to the provisions set forth in Articles 11 and 12 of this Contract, the Contracting Officer shall make available for delivery to the Contractor 20,600 acre-feet of Project Water for irrigation and M&I purposes. Water Delivered to the Contractor in accordance with this subdivision shall be scheduled and paid for pursuant to the provisions of Articles 4 and 7 of this Contract.

(b) Because the capacity of the Project to deliver Project Water has been constrained in recent years and may be constrained in the future due to many factors including hydrologic conditions and implementation of Federal and State laws, the likelihood of the Contractor actually receiving the amount of Project Water set out in subdivision (a) of this Article in any given Year is uncertain. The Contracting Officer's modeling referenced in the programmatic environmental impact statement prepared pursuant to Section 3404(c) of the CVPIA projected that the Contract Total set forth in this Contract will not be available to the Contractor in many years. During the most recent five years prior to execution of the Existing Contract, the Recent Historic Average Water Made Available to the Contractor was 13,555 acre-feet. Nothing in this subdivision (b) of this Article shall affect the rights and obligations of the parties under any provision of this Contract.

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

(1) In the event any Project Contractor (other than a Cross Valley Contractor) that receives Project Water through the Delta Division Facilities obtains a

contractual agreement that the Contracting Officer shall make Project Water available at a point or points of delivery in or north of the Delta, at the request of the Contractor and upon completion of any required environmental documentation, this Contract shall be amended to provide for deliveries in or north of the Delta on mutually agreeable terms. Such amendments to this Contract shall be limited solely to those changes made necessary by the addition of such alternate points of delivery in or north of the Delta; Provided, That the Contracting Officer's use of the Harvey O. Banks Pumping Plant to deliver Project Water does not trigger this right of amendment.

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

Contractor's Service Area may be permitted upon written approval of the Contracting Officer, which approval will be based upon environmental documentation, Project Water rights, and Project operational concerns. The Contracting Officer will address such concerns in regulations, policies, or guidelines.

(e) The Contractor shall comply with requirements applicable to the Contractor in biological opinion(s) prepared as a result of a consultation regarding the execution of any water service contract between the Contracting Officer and the Contractor in effect immediately prior to the Effective Date undertaken pursuant to Section 7 of the Endangered Species Act of 1973 (ESA), as amended, that are within the Contractor's legal authority to implement. The Existing Contract, which evidences in excess of 50 years of diversions for irrigation and/or M&I purposes of the quantities of Project Water provided in subdivision (a) of Article 3 of this Contract, will be considered in developing an appropriate baseline for any required biological assessment(s) prepared pursuant to the ESA, and any other needed environmental review. Nothing herein shall be construed to prevent the Contractor from challenging or seeking judicial relief in a court of competent jurisdiction with respect to any biological opinion or other environmental documentation referred to in this Article.

(f) Following the declaration of Water Made Available under Article 4 of this Contract, the Contracting Officer will make a determination whether Project Water, or other water available to the Project, can be made available to the Contractor in addition to the Contract Total under this Article during the Year without adversely impacting other Project Contractors. At the request of the Contractor, the Contracting Officer will consult with the Contractor prior to making such a determination. If the Contracting

Officer determines that Project Water, or other water available to the Project, can be made available to the Contractor, the Contracting Officer will announce the availability of such water and shall so notify the Contractor as soon as practical. The Contracting Officer will thereafter meet with the Contractor and other Project Contractors capable of taking such water to determine the most equitable and efficient allocation of such water. If the Contractor requests the delivery of any quantity of such water, the Contracting Officer shall make such water available to the Contractor in accordance with applicable statutes, regulations, guidelines, and policies. Subject to existing long-term contractual commitments, water rights, and operational constraints, long-term Project Contractors shall have a first right to acquire such water, including Project Water made available pursuant to Section 215 of the Reclamation Reform Act of 1982.

(g) The Contractor may request permission to reschedule for use during the subsequent Year some or all of the Water Made Available to the Contractor during the current Year, referred to as "rescheduled water." The Contractor may request permission to use during the current Year a quantity of Project Water which may be made available by the United States to the Contractor during the subsequent Year referred to as "preuse." The Contracting Officer's written approval may permit such uses in accordance with applicable statutes, regulations, guidelines, and policies.

(h) The Contractor's right pursuant to Federal Reclamation law and applicable State law to the reasonable and beneficial use of the Water Delivered pursuant to this Contract shall not be disturbed, 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.

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

(j) The Contracting Officer shall make reasonable efforts to protect the water rights necessary for the Project and to provide the water available under this Contract. The Contracting Officer shall not object to participation by the Contractor, in the capacity and to the extent permitted by law, in administrative proceedings related to the Project Water rights; Provided, That the Contracting Officer retains the right to object to the substance of the Contractor's position in such a proceeding; Provided, further, That in such proceedings the Contracting Officer shall recognize the Contractor has a legal right under the terms of this Contract to use Project Water.

TIME FOR DELIVERY OF WATER

4. (a) On or about February 20 each Calendar Year, the Contracting Officer shall announce the Contracting Officer's expected declaration of the Water Made Available. Such declaration will be expressed in terms of Water Made Available and the Recent Historic Average and will be updated monthly, and more frequently if necessary, based on the then-current operational and hydrologic conditions and a new declaration with changes, if any, to the Water Made Available will be made. The

385 Contracting Officer shall provide forecasts of Project operations and the basis of the
386 estimate, with relevant supporting information, upon the written request of the
387 Contractor. Concurrently with the declaration of the Water Made Available, the
388 Contracting Officer shall provide the Contractor with the updated Recent Historic
389 Average.

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

397 (c) The Contractor shall not schedule Project Water in excess of the
398 quantity of Project Water the Contractor intends to put to reasonable and beneficial use
399 within the Contractor's Service Area or to sell, transfer, or exchange pursuant to Article
400 9 of this Contract during any Year.

401 (d) Subject to the conditions set forth in subdivision (a) of Article 3 of this
402 Contract, the United States shall deliver Project Water to the Contractor in accordance
403 with the initial schedule submitted by the Contractor pursuant to subdivision (b) of this
404 Article, or any written revision(s) thereto satisfactory to the Contracting Officer, submitted
405 within a reasonable time prior to the date(s) on which the requested change(s) is/are to be
406 implemented.

POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

5. (a) Project Water scheduled pursuant to subdivision (b) of Article 4 of this Contract shall be delivered to the Contractor at a point or points on the Delta-Mendota Canal and any additional point or points of delivery either on Project facilities or another location or locations mutually agreed to in writing by the Contracting Officer and the Contractor.

(b) The Contracting Officer, either directly or indirectly through its written agreements(s) with the Operating Non-Federal Entity(ies), shall make all reasonable efforts to maintain sufficient flows and levels of water in the Project facilities to deliver Project Water to the Contractor at the point or points of delivery established pursuant to subdivision (a) of this Article.

(c) The Contractor shall deliver Irrigation Water in accordance with any applicable land classification provisions of Federal Reclamation law and the associated regulations. The Contractor shall not deliver Project Water to land outside the Contractor's Service Area unless approved in advance by the Contracting Officer.

(d) All Water Delivered to the Contractor pursuant to this Contract shall be measured and recorded with equipment furnished, installed, operated, and maintained by the Contracting Officer either directly or indirectly through its written agreements(s) with the Operating Non-Federal Entity(ies), unless undertaken by the Contractor with the consent of the Contracting Officer at the point or points of delivery established pursuant to subdivision (a) of this Article. Upon the request of either party to this Contract, the Contracting Officer shall investigate, or cause to be investigated by the

appropriate Operating Non-Federal Entity(ies), the accuracy of such measurements and shall take any necessary steps to adjust any errors appearing therein. For any period of time when accurate measurements have not been made, the Contracting Officer shall consult with the Contractor and the appropriate Operating Non-Federal Entity(ies), if any, prior to making a final determination of the quantity delivered for that period of time.

(e) Absent a separate contrary written agreement with the Contractor, neither the Contracting Officer nor any Operating Non-Federal Entity(ies) shall be responsible for the control, carriage, handling, use, disposal, or distribution of Water Delivered to the Contractor pursuant to this Contract beyond the point or points of delivery established pursuant to subdivision (a) of this Article. The Contractor shall indemnify the United States, its officers, employees, agents, and assigns on account of damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such Water Delivered beyond such point or points of delivery except for any damage or claim arising out of: (i) acts or omissions of the Contracting Officer or any of its officers, employees, agents, and assigns, including the Operating Non-Federal Entity(ies) with the intent of creating the situation resulting in any damage or claim; (ii) willful misconduct of the Contracting Officer or any of its officers, employees, agents, and assigns, including the Operating Non-Federal Entity(ies); (iii) negligence of the Contracting Officer or any of its officers, employees, agents, and assigns, including the Operating Non-Federal Entity(ies); or

(iv) a malfunction of facilities owned and/or operated by the United States or the Operating Non-Federal Entity(ies).

MEASUREMENT OF WATER WITHIN THE CONTRACTOR'S SERVICE AREA

6. (a) The Contractor has established a measuring program satisfactory to the Contracting Officer. The Contractor shall ensure that all surface water delivered for irrigation purposes within the Contractor's Service Area is measured at each agricultural turnout and such water delivered for M&I purposes is measured at each M&I service connection. The water measuring devices or water measuring methods of comparable effectiveness must be acceptable to the Contracting Officer. The Contractor shall be responsible for installing, operating, maintaining, and repairing all such measuring devices and implementing all such water measuring methods at no cost to the United States. The Contractor shall use the information obtained from such water measuring devices or water measuring methods to ensure its proper management of the water; to bill water users for water delivered by the Contractor; and, if applicable, to record water delivered for M&I purposes by customer class as defined in the Contractor's water conservation plan provided for in Article 25 of this Contract. Nothing herein contained, however, shall preclude the Contractor from establishing and collecting any charges, assessments, or other revenues authorized by California law. The Contractor shall include a summary of all its annual surface water deliveries in the annual report described in subdivision (c) of Article 25 of this Contract.

(b) To the extent the information has not otherwise been provided, upon execution of this Contract, the Contractor shall provide to the Contracting Officer a written

report describing the measurement devices or water measuring methods being used or to be used to implement subdivision (a) of this Article and identifying the agricultural turnouts and the M&I service connections or alternative measurement programs approved by the Contracting Officer, at which such measurement devices or water measuring methods are being used, and, if applicable, identifying the locations at which such devices and/or methods are not yet being used including a time schedule for implementation at such locations. The Contracting Officer shall advise the Contractor in writing within 60 days as to the adequacy and necessary modifications, if any, of the measuring devices or water measuring methods identified in the Contractor's report and if the Contracting Officer does not respond in such time, they shall be deemed adequate. If the Contracting Officer notifies the Contractor that the measuring devices or methods are inadequate, the parties shall within 60 days following the Contracting Officer's response, negotiate in good faith the earliest practicable date by which the Contractor shall modify said measuring devices and/or measuring methods as required by the Contracting Officer to ensure compliance with subdivision (a) of this Article.

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

(d) The Contractor shall inform the Contracting Officer and the State of California in writing by April 30 of each Year of the monthly volume of surface water delivered within the Contractor's Service Area during the previous Year.

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

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

7. (a) Notwithstanding the Contractor's full prepayment of the Repayment Obligation pursuant to section 4011, subsection (a)(2)(A) and subsection (a)(3)(A) of the WIIN Act, as set forth in Exhibit "C", and any payments required pursuant to section 4011, subsection (b) of the WIIN Act, to reflect the adjustment for the final cost allocation as described in this Article, subsection (b), the Contractor's Project construction and other obligations shall be determined in accordance with: (i) the Secretary's ratesetting policy for Irrigation Water adopted in 1988 and the Secretary's then-existing ratesetting policy for M&I Water, consistent with the WIIN Act; and such ratesetting policies shall be amended, modified, or superseded only through a public notice and comment procedure; (ii) applicable Federal Reclamation law and associated rules and regulations, or policies, and (iii) other applicable provisions of this Contract. Payments shall be made by cash transaction, electronic funds transfers, or any other mechanism as may be agreed to in writing by the Contractor and the Contracting Officer. The Rates, Charges, and Tiered Pricing Component applicable to the Contractor upon execution of this Contract are set forth in Exhibit "B", as may be revised annually.

(1) The Contractor shall pay the United States as provided for in this Article of this Contract for all Delivered Water at Rates, Charges, and Tiered Pricing

Component in accordance with policies for Irrigation Water and M&I Water. The Contractor's Rates shall be established to recover its estimated reimbursable costs included in the operation and maintenance component of the Rate and amounts established to recover deficits and other charges, if any, including construction costs as identified in the following subdivisions.

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

(A) The amount due and payable to the United States, pursuant to the WIIN Act, shall be the Repayment Obligation. The Repayment Obligation has been computed by the Contracting Officer in a manner consistent with the WIIN Act and is set forth as a lump sum payment (M&I and Irrigation) and as four (4) approximately equal annual installments (Irrigation Only) to be repaid no later than three (3) years after the Effective Date as set forth in Exhibit "C". **There could be one or two exhibits in most cases due to more than**

one service area [For Irrigation contractors and M&I contractors] The Repayment Obligation is due in lump sum by **[Month Day, Year]** as provided by the WIIN Act. The Contractor must provide appropriate notice to the Contracting Officer in writing no later than thirty (30) days prior to **[Month Day, Year] [Division Level: consider the effective date of the contract being converted]** if electing to repay the amount due using the lump sum alternative. If such notice is not provided by such date, the Contractor shall be deemed to have elected the installment payment alternative, in which case, the first such payment shall be made no later than **[Month Day, Year] [Division Level: consider the effective date of the contract being converted]**. The second payment shall be made no later than the first anniversary of the first payment date. The third payment shall be made no later than the second anniversary of the

first payment date. The final payment shall be made no later than [Month Day, Year] [no later than 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 Obligation by giving the Contracting Officer sixty (60) days written notice, in which case, the Contracting Officer shall re-compute the remaining amount due to reflect the pre-payment using the same methodology as was used to compute the initial annual installment payment amount, 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 United States shall fully and permanently satisfy the Existing Capital Obligation.

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

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

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

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

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

(1) Prior to July 1 of each Calendar Year, the Contracting Officer shall provide the Contractor an estimate of the Charges for Project Water that will be applied to the period October 1, of the current Calendar Year, through September 30, of the following Calendar Year, and the basis for such estimate. The Contractor shall be allowed not less than two months to review and comment on such estimates. On or before September 15 of each Calendar Year, the Contracting Officer shall notify the Contractor in writing of the Charges to be in effect during the period October 1 of the current Calendar Year, through September 30, of the following Calendar Year, and such notification shall revise Exhibit "B."

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

(d) At the time the Contractor submits the initial schedule for the delivery of Project Water for each Year pursuant to subdivision (b) of Article 4 of this Contract, the Contractor shall make an advance payment to the United States equal to the total amount payable pursuant to the applicable Rate(s) set under subdivision (a) of this Article, for the

Project Water scheduled to be delivered pursuant to this Contract during the first two calendar months of the Year. Before the end of the first month and before the end of each calendar month thereafter, the Contractor shall make an advance payment to the United States, at the Rate(s) set under subdivision (a) of this Article, for the Water Scheduled to be delivered pursuant to this Contract during the second month immediately following. Adjustments between advance payments for Water Scheduled and payments at Rates due for Water Delivered shall be made before the end of the following month; Provided, That any revised schedule submitted by the Contractor pursuant to Article 4 of this Contract which increases the amount of Water Delivered pursuant to this Contract during any month shall be accompanied with appropriate advance payment, at the Rates then in effect, to assure that Project Water is not delivered to the Contractor in advance of such payment. In any month in which the quantity of Water Delivered to the Contractor pursuant to this Contract equals the quantity of Water Scheduled and paid for by the Contractor, no additional Project Water shall be delivered to the Contractor unless and until an advance payment at the Rates then in effect for such additional Project Water is made. Final adjustment between the advance payments for the Water Scheduled and payments for the quantities of Water Delivered during each Year pursuant to this Contract shall be made as soon as practicable but no later than April 30th of the following Year, or 60 days after the delivery of Project Water rescheduled under subdivision (g) of Article 3 of this Contract if such water is not delivered by the last day of February.

(e) The Contractor shall also make a payment in addition to the Rate(s) in

625 subdivision (d) of this Article to the United States for Water Delivered, at the Charges and the
626 appropriate Tiered Pricing Component then in effect, before the end of the month following the
627 month of delivery; Provided, That the Contractor may be granted an exception from the
628 Tiered Pricing Component pursuant to subdivision (k)(2) of this Article. The payments
629 shall be consistent with the quantities of Irrigation Water and M&I Water Delivered as shown in
630 the water delivery report for the subject month prepared by the Operating Non-Federal Entity or,
631 if there is no Operating Non-Federal Entity, by the Contracting Officer. The water delivery
632 report shall be deemed a bill for the payment of Charges and the applicable Tiered Pricing
633 Component for Water Delivered. Adjustment for overpayment or underpayment of Charges
634 shall be made through the adjustment of payments due to the United States for Charges for the
635 next month. Any amount to be paid for past due payment of Charges and the Tiered Pricing
636 Component shall be computed pursuant to Article 19 of this Contract.

637 (f) The Contractor shall pay for any Water Delivered under subdivision
638 (a), (f), or (g) of Article 3 of this Contract as determined by the Contracting Officer
639 pursuant to applicable statutes, associated regulations, any applicable provisions of
640 guidelines or ratesetting policies; Provided, That the Rate for Water Delivered under
641 subdivision (f) of Article 3 of this Contract shall be no more than the otherwise
642 applicable Rate for Irrigation Water or M&I Water under subdivision (a) of this Article.

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

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

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

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

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

666 (k) (1) Beginning at such time as deliveries of Project Water in a Year
667 exceed 80 percent of the Contract Total, then before the end of the month following the month of
668 delivery the Contractor shall make an additional payment to the United States equal to the

applicable Tiered Pricing Component. The Tiered Pricing Component for the amount of Water 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 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 Delivered which exceeds 90 percent of the Contract Total shall equal the difference between (i) the Rate established under subdivision (a) of this Article and (ii) the Irrigation Full Cost Water Rate or M&I Full Cost Water Rate, whichever is applicable. For all Water Delivered pursuant to subdivision (a) of Article 3 of this Contract which is in excess of 80 percent of the Contract Total, this increment shall be deemed to be divided between Irrigation Water and M&I Water in the same proportion as actual deliveries of each bear to the cumulative total Water Delivered.

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

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

nor shall it include the additional water provided to the Contractor under the provisions of subdivision (f) of Article 3 of this Contract.

(l) For the term of this Contract, Rates applied under the respective ratesetting policies will be established to recover only reimbursable O&M (including any deficits) and capital costs of the Project, as those terms are used in the then-current Project ratesetting policies, and interest, where appropriate, except in instances where a minimum Rate is applicable in accordance with the relevant Project ratesetting policy. Changes of significance in practices which implement the Contracting Officer's ratesetting policies will not be implemented until the Contracting Officer has provided the Contractor an opportunity to discuss the nature, need, and impact of the proposed change.

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

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

(o) With respect to the Rates for M&I Water, the Contractor asserts that it is

not legally obligated to pay any Project deficits claimed by the United States to have accrued as of the date of this Contract or deficit-related interest charges thereon. By entering into this Contract, the Contractor does not waive any legal rights or remedies that it may have with respect to such disputed issues. Notwithstanding the execution of this Contract and payments made hereunder, the Contractor may challenge in the appropriate administrative or judicial forums; (1) the existence, computation, or imposition of any deficit charges accruing during the term of the Existing Contract and any preceding interim renewal contracts, if applicable; (2) interest accruing on any such deficits; (3) the inclusion of any such deficit charges or interest in the Rates; (4) the application by the United States of payments made by the Contractor under its Existing Contract and any preceding interim renewal contracts if applicable; and (5) the application of such payments in the Rates. The Contracting Officer agrees that the Contractor shall be entitled to the benefit of any administrative or judicial ruling in favor of any Project M&I contractor on any of these issues, and credits for payments heretofore made, provided that the basis for such ruling is applicable to the Contractor.

NON-INTEREST BEARING O&M DEFICITS

8. The Contractor and the Contracting Officer concur that, as of the Effective Date the Contractor has no non-interest bearing O&M deficits and shall have no further liability therefore.

SALES, TRANSFERS, OR EXCHANGES OF WATER

9. (a) The right to receive Project Water provided for in this Contract may be sold, transferred, or exchanged to others for reasonable and beneficial uses within the State of California if such sale, transfer, or exchange is authorized by applicable Federal

735 and State laws, and applicable guidelines or regulations then in effect. No sale, transfer,
736 or exchange of Project Water under this Contract may take place without the prior
737 written approval of the Contracting Officer, except as provided for in subdivision (b) of
738 this Article, and no such sales, transfers, or exchanges shall be approved absent all
739 appropriate environmental documentation, including, but not limited to, documents
740 prepared pursuant to the NEPA and ESA. Such environmental documentation should
741 include, as appropriate, an analysis of groundwater impacts and economic and social
742 effects, including environmental justice, of the proposed water transfers on both the
743 transferor and transferee.

744 (b) In order to facilitate efficient water management by means of water
745 transfers of the type historically carried out among Project Contractors located within the
746 same geographical area and to allow the Contractor to participate in an accelerated water
747 transfer program during the term of this Contract, the Contracting Officer shall prepare, as
748 appropriate, all necessary environmental documentation, including, but not limited to,
749 documents prepared pursuant to the NEPA and ESA, analyzing annual transfers within
750 such geographical areas and the Contracting Officer shall determine whether such
751 transfers comply with applicable law. Following the completion of the environmental
752 documentation, such transfers addressed in such documentation shall be conducted with
753 advance notice to the Contracting Officer, but shall not require prior written approval by
754 the Contracting Officer. Such environmental documentation and the Contracting
755 Officer's compliance determination shall be reviewed every five years and updated, as
756 necessary, prior to the expiration of the then existing five (5)-year period. All subsequent

environmental documentation shall include an alternative to evaluate not less than the quantity of Project Water historically transferred within the same geographical area.

(c) For a water transfer to qualify under subdivision (b) of this Article, such water transfer must: (i) be for irrigation purposes for lands irrigated within the previous three years, for M&I use, groundwater recharge, groundwater banking, or similar groundwater activities, surface water storage, or fish and wildlife resources; not lead to land conversion; and be delivered to established cropland, wildlife refuges, groundwater basins, or M&I use; (ii) occur within a single Year; (iii) occur between a willing seller and a willing buyer; (iv) convey water through existing facilities with no new construction or modifications to facilities and be between existing Project Contractors and/or the Contractor and the United States, Department of the Interior; and (v) comply with all applicable Federal, State, and local or tribal laws and requirements imposed for protection of the environment and Indian Trust Assets, as defined under Federal law.

APPLICATION OF PAYMENTS AND ADJUSTMENTS

10. (a) The amount of any overpayment by the Contractor of the Contractor's O&M, capital, and deficit (if any) obligations for the Year shall be applied first to any current liabilities of the Contractor arising out of this Contract then due and payable. Overpayments of more than \$1,000 shall be refunded at the Contractor's request. In lieu of a refund, any amount of such overpayment, at the option of the Contractor, may be credited against amounts to become due to the United States by the Contractor. With respect to overpayment, such refund or adjustment shall constitute the sole remedy of the Contractor or anyone having or claiming to have the right to the use of any of the Project Water supply

provided for by this Contract. All credits and refunds of overpayments shall be made within 30 days of the Contracting Officer obtaining direction as to how to credit or refund such overpayment in response to the notice to the Contractor that it has finalized the accounts for the Year in which the overpayment was made.

(b) All advances for miscellaneous costs incurred for work requested by the Contractor pursuant to Article 24 of this Contract shall be adjusted to reflect the actual costs when the work has been completed. If the advances exceed the actual costs incurred, the difference will be refunded to the Contractor. If the actual costs exceed the Contractor's advances, the Contractor will be billed for the additional costs pursuant to Article 24 of this Contract.

TEMPORARY REDUCTIONS – RETURN FLOWS

11. (a) Subject to: (i) the authorized purposes and priorities of the Project and the requirements of Federal law, and (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.

(b) The Contracting Officer or Operating Non-Federal Entity(ies) may temporarily discontinue or reduce the quantity of Water Delivered to the Contractor as herein provided for the purposes of investigation, inspection, maintenance, repair, or replacement of any of the Project facilities or any part thereof necessary for the delivery of Project Water to the Contractor, but so far as feasible the Contracting Officer or Operating Non-Federal Entity(ies) will give the Contractor due notice in advance of such temporary

discontinuance or reduction, except in case of emergency, in which case no notice need be given; Provided, That the United States shall use its best efforts to avoid any discontinuance or reduction in such service. Upon resumption of service after such discontinuance or reduction, and if requested by the Contractor, the United States will, if possible, deliver the quantity of Project Water which would have been delivered hereunder in the absence of such discontinuance or reduction.

(c) The United States reserves the right to all seepage and return flow water derived from Water Delivered to the Contractor hereunder which escapes or is discharged beyond the Contractor's Service Area; Provided, That this shall not be construed as claiming for the United States any right to seepage or return flow being put to reasonable and beneficial use pursuant to this Contract within the Contractor's Service Area by the Contractor or those claiming by, through, or under the Contractor.

CONSTRAINTS ON THE AVAILABILITY OF WATER

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

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

(c) In any Year in which there may occur a Condition of Shortage for any of the reasons specified in subdivision (b) of this Article, and subject to subdivision (d) of this Article, the Contracting Officer will first allocate the available Project Water consistent

with the Project M&I Water Shortage Policy as finally adopted after environmental review for determining the amount of Project Water Available for delivery to the Project Contractors. Subject to the foregoing allocation, in any year in which there may occur a Condition of Shortage, the Contracting Officer shall then apportion Project Water among the Contractor and others entitled to Project Water from Delta Division Facilities under long-term water service or repayment contracts (or renewals thereof or binding commitments therefore) in force on February 28, 2005, as follows:

(1) The Contracting Officer shall make an initial and subsequent determination as necessary of the total quantity of Project Water estimated to be scheduled or actually scheduled under subdivision (b) of Article 4 of this Contract and under all other interim renewal, long-term water service or repayment contracts then in force for the delivery of Project Water by the United States from Delta Division Facilities during the relevant Year, the quantity so determined being hereinafter referred to as the scheduled total;

(2) A determination shall be made of the total quantity of Project Water that is available for meeting the scheduled total, the quantity so determined being hereinafter referred to as the available supply;

(3) The total quantity of Project Water estimated to be scheduled or actually scheduled by the Contractor during the relevant Year, under subdivision (b) of Article 4 of this Contract, shall be divided by the scheduled total, the quotient thus obtained being hereinafter referred to as the Contractor's proportionate share; and

(4) The available supply shall be multiplied by the Contractor's

proportionate share and the result shall be the quantity of Project Water made available by the United States to the Contractor for the relevant Year in accordance with the schedule developed by the Contracting Officer under subdivision (c)(1) of this Article 12, but in no event shall such amount exceed the Contract Total. In the event the Contracting Officer subsequently determines that the Contracting Officer can increase or needs to decrease the available supply for delivery from Delta Division Facilities to long-term water service and repayment contractors during the relevant Year, such additions or reductions to the available supply shall be apportioned consistent with subparagraphs (1) through (4), inclusive.

(d) By entering into this Contract, the Contractor does not waive any legal rights or remedies it may have to file or participate in any administrative or judicial proceeding contesting: (i) the sufficiency of the Project M&I Water Shortage Policy; (ii) the substance of such a policy; (iii) the applicability of such a policy; or (iv) the manner in which such policy is implemented in order to allocate Project Water between M&I and irrigation purposes; Provided, That the Contractor has commenced any such judicial challenge or any administrative procedures necessary to institute any judicial challenge within six months of the policy becoming final. By agreeing to the foregoing, the Contracting Officer does not waive any legal defenses or remedies that it may have to assert in such a proceeding. Nothing contained herein shall be interpreted to validate or invalidate the Project M&I Water Shortage Policy.

UNAVOIDABLE GROUNDWATER PERCOLATION

13. (a) To the extent applicable, the Contractor shall not be deemed to have

delivered Irrigation Water to Excess Lands or Ineligible Lands within the meaning of this Contract if such lands are irrigated with groundwater that reaches the underground strata as an unavoidable result of the delivery of Irrigation Water by the Contractor to Eligible Lands.

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

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

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.

PROTECTION OF WATER AND AIR QUALITY

15. (a) Omitted

(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.

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

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

(e) Omitted

WATER ACQUIRED BY THE CONTRACTOR OTHER THAN FROM THE UNITED STATES

16. (a) Water or water rights now owned or hereafter acquired by the Contractor other than from the United States and Irrigation Water furnished pursuant to the terms of this Contract may be simultaneously transported through the same distribution facilities of the Contractor subject to the following: (i) if the facilities utilized for commingling Irrigation Water and non-Project water were constructed without funds made available pursuant to Federal Reclamation law, the provisions of Federal Reclamation law will be applicable only to the Landholders of lands which receive Irrigation Water; (ii) the eligibility of land to receive Irrigation Water must be established through the certification requirements as specified in the Acreage Limitation Rules and Regulations (43 CFR Part 426); (iii) the water requirements of Eligible Lands within the Contractor's Service Area can be established and the quantity of Irrigation Water to be utilized is less than or equal to the quantity necessary to irrigate such Eligible Lands; and (iv) if the facilities utilized for commingling Irrigation Water and non-Project water are (were) constructed with funds made available pursuant to Federal Reclamation law, the non-Project water will be subject to the acreage limitation provisions of Federal Reclamation law, unless the Contractor pays to the United States the incremental fee described in 43 CFR 426.15. In determining the incremental fee, the Contracting Officer will calculate annually the cost to the Federal Government, including interest, of storing or delivering non-Project water, which for purposes of this Contract shall be determined as follows: The quotient shall be the unpaid distribution system costs divided by the total irrigable acreage within the

Contractor's Service Area. The incremental fee per acre is the mathematical result of such quotient times the interest rate determined using Section 202 (3) of the Act of October 12, 1982 (96 Stat. 1263). Such incremental fee will be charged to each acre of excess or full-cost land within the Contractor's Service Area that receives non-Project water through Federally financed or constructed facilities. The incremental fee calculation methodology will continue during the term of this Contract absent the promulgation of a contrary Bureau of Reclamation-wide rule, regulation, or policy adopted after the Contractor has been afforded the opportunity to review and comment on the proposed rule, regulation, or policy. If such rule, regulation, or policy is adopted, it shall supersede this provision.

(b) Water or water rights now owned or hereafter acquired by the Contractor, other than from the United States may be stored, conveyed, and/or diverted through Project facilities, subject to the completion of appropriate environmental documentation, with the approval of the Contracting Officer and the execution of any contract determined by the Contracting Officer to be necessary, consistent with the following provisions:

(1) The Contractor may introduce non-Project water into Project facilities and deliver said water to lands within the Contractor's Service Area, including Ineligible Lands, subject to payment to the United States and/or to any applicable Operating Non-Federal Entity of an appropriate rate as determined by the applicable Project ratesetting policy, the Reclamation Reform Act of 1982, and the Project use power policy, if such Project use power policy is applicable, each as amended, modified, or

945 superseded from time to time.

946 (2) Delivery of such non-Project water in and through Project
947 facilities shall only be allowed to the extent such deliveries do not: (i) interfere with
948 other Project purposes as determined by the Contracting Officer; (ii) reduce the quantity or
949 quality of water available to other Project Contractors; (iii) interfere with the delivery of
950 contractual water entitlements to any other Project Contractors; or (iv) interfere with the
951 physical maintenance of the Project facilities.

952 (3) Neither the United States nor the Operating Non-Federal
953 Entity(ies) shall be responsible for control, care, or distribution of the non-Project water
954 before it is introduced into or after it is delivered from the Project facilities. The
955 Contractor hereby releases and agrees to defend and indemnify the United States and the
956 Operating Non-Federal Entity(ies), and their respective officers, agents, and employees,
957 from any claim for damage to persons or property, direct or indirect, resulting from the
958 act(s) of the Contractor, its officers, employees, agents, or assigns, in (i) extracting or
959 diverting non-Project water from any source, or (ii) diverting such non-Project water into
960 Project facilities.

961 (4) Diversion of such non-Project water into Project facilities shall
962 be consistent with all applicable laws, and if involving groundwater, consistent with any
963 applicable groundwater management plan for the area from which it was extracted.

964 (5) After Project purposes are met, as determined by the
965 Contracting Officer, the United States and Project Contractors entitled to Project Water
966 from Delta Division Facilities shall share priority to utilize the remaining capacity of the

967 facilities declared to be available by the Contracting Officer for conveyance and
968 transportation of non-Project water prior to any such remaining capacity being made
969 available to non-Project contractors. Other Project Contractors shall have a second priority
970 to any remaining capacity of facilities declared to be available by the Contracting Officer
971 for conveyance and transportation of non-Project water prior to any such remaining
972 capacity being made available to non-Project contractors.

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

975 OPINIONS AND DETERMINATIONS

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

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

regulations promulgated by the Secretary. Such determinations shall be made in consultation with the Contractor to the extent reasonably practicable.

COORDINATION AND COOPERATION

18. (a) In order to further their mutual goals and objectives, the Contracting Officer and the Contractor shall communicate, coordinate, and cooperate with each other, and with other affected Project Contractors, in order to improve the O&M of the Project. The communication, coordination, and cooperation regarding O&M shall include, but not be limited to, any action which will or may materially affect the quantity or quality of Project Water supply, the allocation of Project Water supply, and Project financial matters including, but not limited to, budget issues. The communication, coordination, and cooperation provided for hereunder shall extend to all provisions of this Contract. Each party shall retain exclusive decision making authority for all actions, opinions, and determinations to be made by the respective party.

(b) Within 120 days following the Effective Date, the Contractor, other affected Project Contractors, and the Contracting Officer shall arrange to meet with interested Project Contractors to develop a mutually agreeable, written Project-wide process, which may be amended as necessary separate and apart from this Contract. The goal of this process shall be to provide, to the extent practicable, the means of mutual communication and interaction regarding significant decisions concerning Project O&M on a real-time basis.

(c) In light of the factors referred to in subdivision (b) of Article 3 of this Contract, it is the intent of the Secretary to improve water supply reliability. To carry out

1011 this intent:

1012 (1) The Contracting Officer will, at the request of the Contractor,
1013 assist in the development of integrated resource management plans for the Contractor.

1014 Further, the Contracting Officer will, as appropriate, seek authorizations for implementation
1015 of partnerships to improve water supply, water quality, and reliability.

1016 (2) The Secretary will, as appropriate, pursue program and project
1017 implementation and authorization in coordination with Project Contractors to improve the
1018 water supply, water quality, and reliability of the Project for all Project purposes.

1019 (3) The Secretary will coordinate with Project Contractors and the
1020 State of California to seek improved water resource management.

1021 (4) The Secretary will coordinate actions of agencies within the
1022 Department of the Interior that may impact the availability of water for Project purposes.

1023 (5) The Contracting Officer shall periodically, but not less than
1024 annually, hold division-level meetings to discuss Project operations, division-level water
1025 management activities, and other issues as appropriate.

1026 (d) Without limiting the contractual obligations of the Contracting Officer
1027 under the other Articles of this Contract, nothing in this Article shall be construed to limit
1028 or constrain the Contracting Officer's ability to communicate, coordinate, and cooperate
1029 with the Contractor or other interested stakeholders or to make decisions in a timely fashion
1030 as needed to protect health, safety, or the physical integrity of structures or facilities.

CHARGES FOR DELINQUENT PAYMENTS

19. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

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

(f) The Contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 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 Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however, That* in the event the Contractor

1107 becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a
1108 result of such direction, the Contractor may request the United States to enter into such
1109 litigation to protect the interests of the United States.

1110 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

1111 21. (a) The obligation of the Contractor to pay the United States as provided in
1112 this Contract is a general obligation of the Contractor notwithstanding the manner in which the
1113 obligation may be distributed among the Contractor's water users and notwithstanding the default
1114 of individual water users in their obligation to the Contractor.

1115 (b) The payment of charges becoming due pursuant to this Contract is a
1116 condition precedent to receiving benefits under this Contract. The United States shall not make
1117 water available to the Contractor through Project facilities during any period in which the
1118 Contractor is in arrears in the advance payment of water rates due the United States. The
1119 Contractor shall not deliver water under the terms and conditions of this Contract for lands or
1120 parties that are in arrears in the advance payment of water rates as levied or established by the
1121 Contractor.

1122 (c) With respect to subdivision (b) of this Article, the Contractor shall have no
1123 obligation to require advance payment for water rates which it levies.

1124 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

1125 22. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
1126 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
1127 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title
1128 III; 42 U.S.C. 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-
1129 336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the
1130 applicable implementing regulations and any guidelines imposed by the U.S.
1131 Department of the Interior and/or Bureau of Reclamation.

1132 (b) These statutes prohibit any person in the United States from being
1133 excluded from participation in, being denied the benefits of, or being otherwise subjected to
1134 discrimination under any program or activity receiving financial assistance from the Bureau
1135 of Reclamation on the grounds of race, color, national origin, disability, or age. By
1136 executing this Contract, the Contractor agrees to immediately take any measures necessary
1137 to implement this obligation, including permitting officials of the United States to inspect
1138 premises, programs, and documents.

1139 (c) The Contractor makes this Contract in consideration of and for the
1140 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
1141 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.

PRIVACY ACT COMPLIANCE

23. (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

1178 pursuant to 43 C.F.R. § 426.18 unless the requester elects to cite the Privacy Act as an
1179 authority for the request.

1180 (f) Upon complete payment of the Repayment Obligation by the
1181 Contractor, this Article 23 will no longer be applicable.

1182 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

1183 24. In addition to all other payments to be made by the Contractor pursuant to this
1184 Contract, the Contractor shall pay to the United States, within 60 days after receipt of a bill
1185 and detailed statement submitted by the Contracting Officer to the Contractor for such
1186 specific items of direct cost incurred by the United States for work requested by the
1187 Contractor associated with this Contract plus indirect costs in accordance with applicable
1188 Bureau of Reclamation policies and procedures. All such amounts referred to in this
1189 Article shall not exceed the amount agreed to in writing in advance by the Contractor.
1190 This Article shall not apply to costs for routine contract administration.

1191 WATER CONSERVATION

1192 25. (a) Prior to the delivery of water provided from or conveyed through
1193 Federally constructed or Federally financed facilities pursuant to this Contract, the
1194 Contractor shall develop a water conservation plan, as required by subsection 210(b) of the
1195 Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and
1196 Regulations).

1197 Additionally, an effective water conservation and efficiency program shall be based on the
1198 Contractor's water conservation plan that has been determined by the Contracting Officer to
1199 meet the conservation and efficiency criteria for evaluating water conservation plans
1200 established under Federal law. The water conservation and efficiency program shall
1201 contain definite water conservation objectives, appropriate economically feasible water
1202 conservation measures, and time schedules for meeting those objectives. Continued

Project Water delivery pursuant to this Contract shall be contingent upon the Contractor's continued implementation of such water conservation program. In the event the Contractor's water conservation plan or any revised water conservation plan completed pursuant to subdivision (d) of this Article 25 have not yet been determined by the Contracting Officer to meet such criteria, due to circumstances which the Contracting Officer determines are beyond the control of the Contractor, water deliveries shall be made under this Contract so long as the Contractor diligently works with the Contracting Officer to obtain such determination at the earliest practicable date, and thereafter the Contractor immediately begins implementing its water conservation and efficiency program in accordance with the time schedules therein.

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

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

(d) At five (5)-year intervals, the Contractor shall revise its water conservation plan to reflect the then-existing conservation and efficiency criteria for evaluating water conservation plans established under Federal law and submit such revised water

management plan to the Contracting Officer for review and evaluation. The Contracting Officer will then determine if the water conservation plan meets the Bureau of Reclamation's then-existing conservation and efficiency criteria for evaluating water conservation plans established under Federal law.

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

EXISTING OR ACQUIRED WATER OR WATER RIGHTS

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

OPERATION AND MAINTENANCE BY THE OPERATING NON-FEDERAL ENTITY

27. (a) The O&M of a portion of the Project facilities which serve the Contractor, and responsibility for funding a portion of the costs of such O&M, have been transferred to the San Luis & Delta-Mendota Water Authority, an Operating Non-Federal Entity by separate agreement (8-07-20-X0354-X) between the United States and Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority. That separate agreement shall not interfere with or affect the rights or obligations of the Contractor or the United States hereunder.

1246 (b) The Contracting Officer has previously notified the Contractor in
1247 writing that the Operation and Maintenance of a portion of the Project facilities which
1248 serve the Contractor has been transferred to the Operating Non-Federal Entity San Luis &
1249 Delta-Mendota Water Authority, and therefore, the Contractor shall pay directly to the
1250 Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority, or to any
1251 successor approved by the Contracting Officer under the terms and conditions of the
1252 separate agreement between the United States and the Operating Non-Federal Entity San
1253 Luis & Delta-Mendota Water Authority described in subdivision (a) of this Article, all rates,
1254 charges, or assessments of any kind, including any assessment for reserve funds, which the
1255 Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority or such successor
1256 determines, sets, or establishes for the Operation and Maintenance of the portion of the Project
1257 facilities operated and maintained by the Operating Non-Federal Entity San Luis & Delta-
1258 Mendota Water Authority or such successor. Such direct payments to Operating Non-Federal
1259 Entity San Luis & Delta-Mendota Water Authority or such successor shall not relieve the
1260 Contractor of its obligation to pay directly to the United States the Contractor's share of
1261 the Project Rates, Charges, and Tiered Pricing Component except to the extent the
1262 Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority collects payments
1263 on behalf of the United States in accordance with the separate agreement identified in
1264 subdivision (a) of this Article.

1265 (c) For so long as the O&M of any portion of the Project facilities
1266 serving the Contractor is performed by Operating Non-Federal Entity San Luis &
1267 Delta-Mendota Water Authority, or any successor thereto, the Contracting Officer

shall adjust those components of the Rates for Water Delivered under this Contract representing the cost associated with the activity being performed by Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority or its successor.

(d) In the event the Operation and Maintenance of the Project facilities operated and maintained by the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority is re-assumed by the United States during the term of this Contract, the Contracting Officer shall so notify the Contractor, in writing, and present to the Contractor a revised Exhibit "B" which shall include the portion of the Rates to be paid by the Contractor for Project Water under this Contract representing the Operation and Maintenance costs of the portion of such Project facilities which have been re-assumed. The Contractor shall, thereafter, in the absence of written notification from the Contracting Officer to the contrary, pay the Rates, Charges, and Tiered Pricing Component specified in the revised Exhibit "B" directly to the United States in compliance with Article 7 of this Contract.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

BOOKS, RECORDS, AND REPORTS

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

office hours to examine and make copies of the other party's books and records relating to matters covered by this Contract.

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

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

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

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

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

SEVERABILITY

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

Project contracts, brings an action in a court of competent jurisdiction challenging the legality or enforceability of a provision included in this Contract and said person, entity, association, or organization obtains a final court decision holding that such provision is legally invalid or unenforceable and the Contractor has not intervened in that lawsuit in support of the plaintiff(s), the parties to this Contract shall use their best efforts to (i) within 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 months thereafter promptly agree on the appropriate revision(s). The time periods specified above may be extended by mutual agreement of the parties. Pending the completion of the actions designated above, to the extent it can do so without violating any applicable provisions of law, the United States shall continue to make the quantities of Project Water specified in this Contract available to the Contractor pursuant to the provisions of this Contract which were not found to be legally invalid or unenforceable in the final court decision.

RESOLUTION OF DISPUTES

32. Should any dispute arise concerning any provisions of this Contract, or the parties' rights and obligations thereunder, the parties shall meet and confer in an attempt to resolve the dispute. Prior to the Contractor commencing any legal action, or the Contracting Officer referring any matter to the Department of Justice, the party shall provide to the other party 30 days' written notice of the intent to take such action; Provided, That such notice shall not be required where a delay in commencing an action would prejudice the interests of the party that intends to file suit. During the 30-day notice period, the Contractor and the Contracting Officer shall meet and confer in an

attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that the Contractor or the United States may have.

OFFICIALS NOT TO BENEFIT

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

CHANGES IN CONTRACTOR'S ORGANIZATION AND/OR SERVICE AREA

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

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

FEDERAL LAWS

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

RECLAMATION REFORM ACT OF 1982

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

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

CERTIFICATION OF NONSEGREGATED FACILITIES

37. The Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact

segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

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

NOTICES

38. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, South-Central California Area Office, 1243 N Street, Fresno, 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 Byron-Bethany Irrigation District, 7995 Bruns Road, Byron, California 94514. 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.

MEDIUM FOR TRANSMITTING PAYMENT

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

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

CONTRACT DRAFTING CONSIDERATIONS

40. This amended Contract has been negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this amended Contract pertains. The

1429 double-spaced Articles of this amended Contract have been drafted, negotiated, and reviewed by
1430 the parties, and no one party shall be considered to have drafted the stated Articles. Single-
1431 spaced Articles are standard Articles pursuant to Bureau of Reclamation policy.

1432 CONFIRMATION OF CONTRACT

1433 41. Promptly after the execution of this amended Contract, the Contractor will
1434 provide to the Contracting Officer a certified copy of a final decree of a court of competent
1435 jurisdiction in the State of California, confirming the proceedings on the part of the Contractor
1436 for the authorization of the execution of this amended Contract. This amended Contract shall not
1437 be binding on the United States until the Contractor secures a final decree.

1438

1439 IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the
1440 day and year first above written.

1441 UNITED STATES OF AMERICA

1442 By: _____
1443 Regional Director
1444 Interior Region 10: California-Great Basin
1445 Bureau of Reclamation

1446 BYRON-BETHANY IRRIGATION DISTRICT
1447 (SEAL)

1448 By: _____
1449 President of the Board of Directors

1450 Attest:

1451 By: _____
1452 Secretary of the Board of Directors

Irrigation and M&I
Contract No. 14-06-200-785-LTR1-P

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

CONTRACT BETWEEN THE UNITED STATES
AND
BYRON-BETHANY IRRIGATION DISTRICT
PROVIDING FOR PROJECT WATER SERVICE
AND FACILITIES REPAYMENT

Exhibits

Exhibit A – Map of Contractor’s Service Area

This Exhibit is unchanged from current Contract..

Exhibit B – 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 C – Repayment Obligation

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

Irrigation and M&I
Contract No. 14-06-200-785-LTR1-P

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

CONTRACT BETWEEN THE UNITED STATES
AND
BYRON-BETHANY IRRIGATION DISTRICT
PROVIDING FOR PROJECT WATER SERVICE
AND FACILITIES REPAYMENT

Exhibits

Exhibit A – Map of Contractor’s Service Area

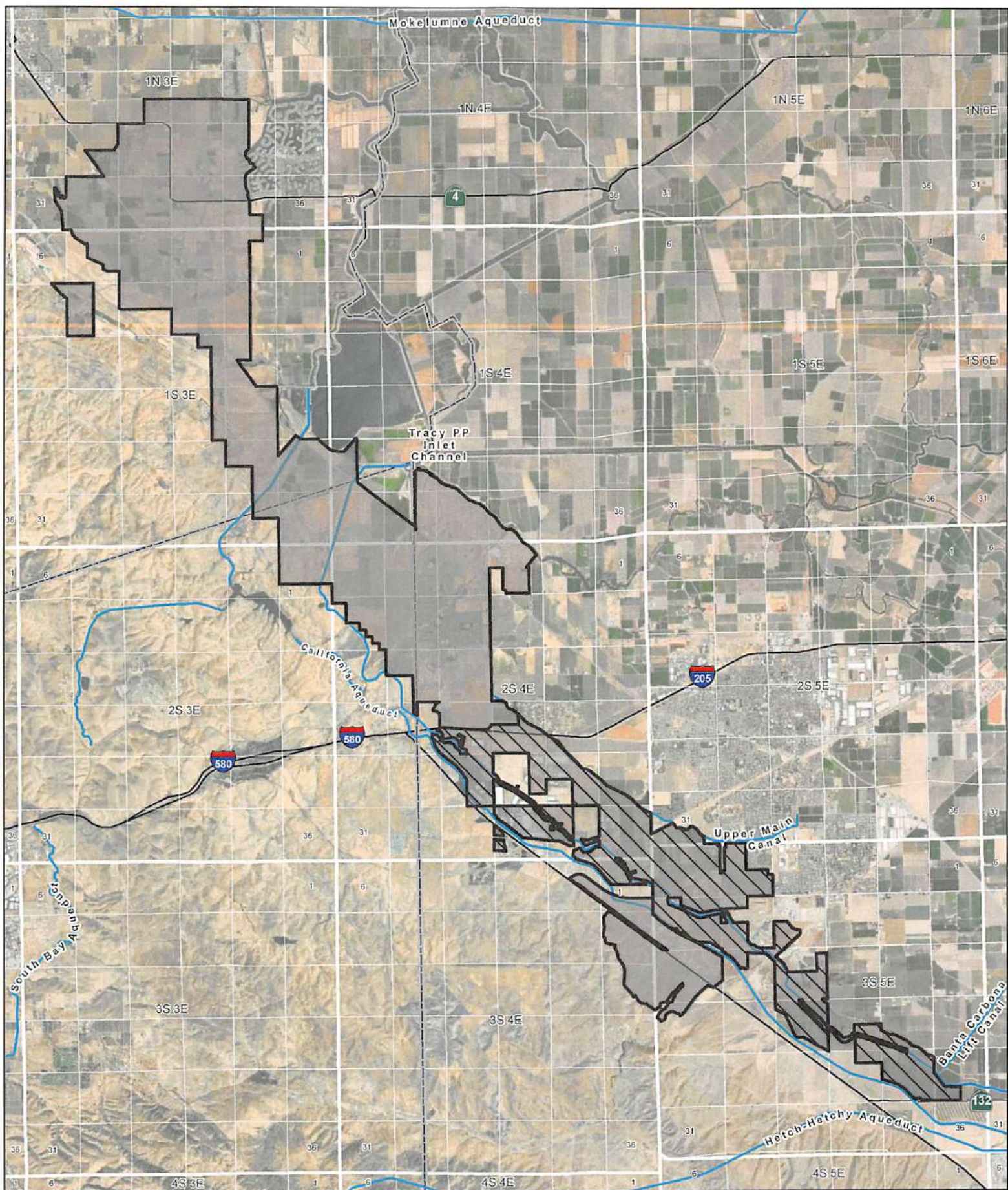
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Exhibit C – Repayment Obligation

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-  District Boundary
-  Contractor's Service Area

Byron Bethany Irrigation District

Contract No. 14-06-200-785-LTR1-P
EXHIBIT A



BUREAU OF
RECLAMATION



EXHIBIT B
BYRON BETHANY IRRIGATION DISTRICT
2020 Rates and Charges
(Per Acre-Foot)

	Irrigation Water	M&I Water Water
COST-OF-SERVICE (COS) RATE		
Construction Costs	\$71.17	\$0.72
DMC Aqueduct Intertie	\$0.99	
O&M Components		
Water Marketing	\$8.97	\$6.12
Storage	\$18.01	\$14.99
Deficit Cost	\$0.00	
TOTAL COS RATE	\$99.14	\$21.83
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.	\$139.79	
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	\$175.30	
M&I FULL COST RATE		
		\$22.06
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 to be added to Tier 1 Rate)	\$20.33	
Tier 3 Rate: >90% of Contract Total [Section 202(3) Irrigation Full Cost Rate - Irrigation COS Rate] (Amount to be added to Tier 1 Rate)	\$40.65	
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)		\$0.12
Tier 3 Rate: >90% of Contract Total [M&I Full Cost Rate - M&I COS Rate] (Amount to be Added to Tier 1 Rate)		\$0.23
CHARGES AND ASSESSMENTS (Payments in addition to Rates)		
P.L. 102-575 Surcharge (Restoration Fund Payment) [Section 3407(d)(2)(A)]	\$10.91	\$21.82
P.L. 106-377 Assessment (Trinity Public Utilities District) [Appendix B, Section 203]	\$0.12	\$0.12

EXPLANATORY NOTES

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 revised as follows: 2006 = 853 AF; 2011 = 907 AF; 2017 = 1,002 AF; which equals a M&I Historic use average quantity of 921 AF.

Additional detail of rate components is available on the Internet at:

<http://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html>

JL 3/20/20

Exhibit C[@]

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

Unpaid Construction Cost from the 2020 Water Rate Books*

Contractor: Byron-Bethany ID
Facility: Delta Mendota Canal
Contract: 14-06-200-785-LTR1-P

Irrigation Construction Cost (2020 Irrigation Ratebook, Schedule A-2Ba)			
	Unpaid Cost	Discount	
Construction Cost	~ \$ 2,409,570		
2019 Repayment (Estimate) **	\$ 255,198		
Adjusted Construction Cost	\$ 2,154,372	\$ 2,091,040	
Intertie Construction Cost (N/A):	\$ 133,419	\$ 119,494	
Total	\$ 2,287,791	\$ 2,210,535	
If Paid in Installments (Used 20 yr CMT)			
	Due****		
Payment 1	9/1/2020	\$ 559,559	
Payment 2	9/1/2021	\$ 559,559	
Payment 3	9/1/2022	\$ 559,559	
Payment 4 ~~~	9/1/2023	\$ 559,559	
Total Installment Payments		\$ 2,238,235	
20 yr CMT Rates - 04/28/2020 (to be adjusted to effective date of contract) [@]			
		1.000%	
Discount Rate (1/2 of the Treasury Rate per the WIIN Act, Section 4011(a)(2)(A))			
		0.500%	

M&I Construction Cost (2020 M&I Ratebook, Sch A-2Ba)	
	Unpaid Cost
Construction Cost:	~ \$ 6,212
2019 Repayment (Estimate) **	
Adjusted Construction Cost***:	\$ 6,212

Calculation Support: Irrigation Lump Sum or First Payment**** 9/1/2020
Days Until the End of the Fiscal Year 29

Fiscal Yr	Unpaid Allocated Construction Cost			Unpaid Intertie Construction Cost			Total
	Beginning Balance	Straight Line Repayment	Present Value	Beginning Balance	Straight Line Repayment	Present Value	Present Values
2020	\$ 2,154,372	\$ 195,852	\$ 194,801	\$ 133,419	\$ 3,032	\$ 3,016	\$ 197,817
2021	\$ 1,958,520	\$ 195,852	\$ 193,908	\$ 130,387	\$ 3,032	\$ 3,002	\$ 196,910
2022	\$ 1,762,668	\$ 195,852	\$ 192,943	\$ 127,355	\$ 3,032	\$ 2,987	\$ 195,931
2023	\$ 1,566,816	\$ 195,852	\$ 191,983	\$ 124,322	\$ 3,032	\$ 2,972	\$ 194,956
2024	\$ 1,370,964	\$ 195,852	\$ 191,028	\$ 121,290	\$ 3,032	\$ 2,958	\$ 193,986
2025	\$ 1,175,112	\$ 195,852	\$ 190,078	\$ 118,258	\$ 3,032	\$ 2,943	\$ 193,021
2026	\$ 979,260	\$ 195,852	\$ 189,132	\$ 115,226	\$ 3,032	\$ 2,928	\$ 192,060
2027	\$ 783,408	\$ 195,852	\$ 188,191	\$ 112,193	\$ 3,032	\$ 2,914	\$ 191,105
2028	\$ 587,556	\$ 195,852	\$ 187,255	\$ 109,161	\$ 3,032	\$ 2,899	\$ 190,154
2029	\$ 391,704	\$ 195,852	\$ 186,323	\$ 106,129	\$ 3,032	\$ 2,885	\$ 189,208
2030	\$ 195,852	\$ 195,852	\$ 185,396	\$ 103,097	\$ 3,032	\$ 2,870	\$ 188,267
2031-63				\$ 100,064	\$ 100,064	\$ 87,120	\$ 87,120
Total, Lump Sum Payment		\$ 2,091,040				\$ 119,494	\$ 2,210,535

Amount of Reduction, Lump Sum \$ 63,332 \$ 13,925 \$ 77,257

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

** 2019 Repayment is based on a conservative estimate. If not sufficient, the remainder will be billed.

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

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

~ M&I Credit from Schedule A-2Ba has been applied to Irrigation Unpaid Amount.

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

~~Final Payment made in installments must be repaid by this date.

BYRON-BETHANY IRRIGATION DISTRICT
STAFF REPORT

DATE: 24 SEPTEMBER, 2020
TO: BOARD OF DIRECTORS
FROM: RICK GILMORE, GENERAL MANAGER
SUBJECT: AUTHORIZING EXECUTION OF REPAYMENT CONTRACT 7-07-20-W0045-LTR1-P BETWEEN THE UNITED STATES AND THE WEST SIDE IRRIGATION DISTRICT FOR CENTRAL VALLEY PROJECT WATER SERVICE, DIRECTING STAFF TO FILE NOTICE OF EXEMPTION PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT, DIRECTING STAFF TO FILE A VALIDATION ACTION AND AUTHORIZING ACTIONS IN FURTHERANCE THEREOF

BACKGROUND:

The WSID Board authorized staff to proceed with converting its' existing water service contract to a permanent repayment contract under the Water Infrastructure Improvements for the Nation Act (WIIN Act). The WIIN Act authority for contract conversions sunsets December 16, 2021, which means Reclamation and the Contractors must have the conversion contracts negotiated and executed prior to December 16, 2021.

Contractors that fully prepay their construction obligation of the CVP will no longer be subject to requirements of the RRA, once full payout is verified and approved by the Commissioner. Contractors will receive a letter once this occurs. The District's repayment obligation is approximately \$348,000 and will be funded through the California Municipal Public Finance Authority or undesignated reserves.

The Repayment Contract is not a project under CEQA because it is a financial activity, having no impact on the physical environment. BBID may invoke the ongoing project and existing facilities exemptions in the event the Repayment Contract is deemed a "project." Finally, BBID may rely on the common-sense exception because the Repayment Contract does not result in changes from the environmental baseline.

RECOMMENDATION:

The General Manager respectfully requests the Board of Directors adopt Resolution 2020-10 as attached to this report.

RESOLUTION 2020-10
AUTHORIZING EXECUTION OF REPAYMENT CONTRACT 7-07-20-W0045-LTR1-P
BETWEEN THE UNITED STATES AND THE WEST SIDE IRRIGATION DISTRICT FOR
CENTRAL VALLEY PROJECT WATER SERVICE, DIRECTING STAFF TO FILE NOTICE OF
EXEMPTION PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT,
DIRECTING STAFF TO FILE A VALIDATION ACTION
AND AUTHORIZING ACTIONS IN FURTHERANCE THEREOF

WHEREAS, The West Side Irrigation District (WSID) entered into a contract for water service with the United States Bureau of Reclamation (United States) on June 29, 1977, Contract No. 7-07-20-W0045 (Original Contract), which provided for the delivery of water from the Central Valley Project diverted through Delta Division facilities through February 28, 1995;

WHEREAS, the United States and WSID, pursuant to subsection 3404(c)(1) of the Central Valley Project Improvement Act, subsequently entered into interim renewal contract(s) identified as Contract No. 7-07-20-W0045-IR1 and subsequent Interim Renewal Contracts 7-07-20-W0045-IR2 through 7-07-20-W0045-IR8, which provided for water service to WSID from March 1, 1995 through February 28, 2006;

WHEREAS, the United States and WSID entered into a long-term contract identified as Contract No. 7-07-20-W0045-LTR1 (Existing Contract), which provided for the continued water service to WSID, following expiration of Contract No. 7-07-20-W0045-IR8;

WHEREAS, WSID fully utilized through reasonable beneficial use all water provided under the Original Contract, Interim Renewal Contracts, and Long-Term Renewal Contract, either by receiving and delivering such water to lands within WSID, or by conserving and/or transferring such water in accordance with law;

WHEREAS, on September 2, 2020, WSID was consolidated with the Byron-Bethany Irrigation District (BBID) by action of the San Joaquin County Local Agency Formation Commission (LAFCo) recording the Certificate of Completion, which is attached hereto as Exhibit "A";

WHEREAS, BBID is the successor to all of the powers, rights, duties, obligations, functions, and properties of WSID;

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

WHEREAS, the economies of regions within the CVP, including BBID's, depend upon the continued availability of water, including water service from the CVP;

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");

WHEREAS, Section 4011(a)(1) of the WIIN Act provides, "upon request of the contractor, the Secretary of the Department 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 [Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under mutually agreeable terms and conditions[;]"

WHEREAS, Section 4011 (a)(4)(C) of the WIIN Act further provides that all contracts entered into pursuant to Section 4011(a)(1) shall "not modify other water service, repayment, exchange and transfer contractual rights between the [Contractor], and [the United States], or any rights, obligations, or relationships of the [Contractor] and their landowners as provided under State law[;]"

WHEREAS, in 2018, pursuant to Section 4011(a)(1), WSID requested that the United States initiate the process to convert the Existing Contract for water service to a permanent repayment contract;

WHEREAS, pursuant to and consistent with the WIIN Act, the United States and WSID negotiated terms and conditions that convert the Existing Contract to a repayment contract, and those terms and conditions are reflected in the converted contract, titled "Contract Between the United States and The West Side Irrigation District Providing for Project Water Service from Delta Facilities and Facilities Repayment," (Repayment Contract), attached hereto as Exhibit "B", and incorporated by reference;

WHEREAS, the Repayment Contract continues water service to the former WSID Contractor Service Area in accordance with the established parameters, and in the same scope and nature, of the ongoing CVP and its existing facilities;

WHEREAS, prior to the consolidation, the United States had determined that WSID had fulfilled all of its obligations under the Existing Contract;

WHEREAS, prior to the consolidation, WSID demonstrated to the satisfaction of the United States that WSID utilized the CVP Water supplies available to it for reasonable and beneficial use and expected to utilize fully for reasonable and beneficial use the quantity of CVP water to be made available pursuant to the Repayment Contract;

WHEREAS, it is imperative to BBID and its landowners and customers that BBID continue to provide water service to lands within the WSID Contract Service Area for beneficial use, and BBID, therefore, proposes to execute the Repayment Contract as the successor to WSID;

WHEREAS, the Repayment Contract requires BBID (aka WSID) to pay the remaining amount of construction costs and/or other capitalized costs associated with the CVP that are allocable to WSID (WSID Repayment Obligation) by a date certain;

WHEREAS, the United States estimates that BBID's WSID Repayment Obligation is \$347,906.00;

WHEREAS, upon execution, the Repayment Contract will be perpetual;

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

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

WHEREAS, BBID has copies of contracts, water delivery reports, crop information, and other data supporting these factual findings.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The facts set forth in the recitals above and in the referenced documents are true and correct, and the Board so finds and determines.
2. The Board further finds that:
 - A. Approval of the Repayment Project is not a "project" under CEQA, as defined in California Code of Regulations, Title 14, Section 15378, because it is merely a legal and financial transaction that will not cause any physical impact on the environment.
 - B. If approval of the Repayment Contract is deemed a "project" under CEQA, it is categorically exempt from further environmental review under CEQA as "existing facilities," as defined in California Code of Regulations, Title 14, Section 15301, because it merely provides for the continued operation of existing facilities, involving no or negligible expansion of use.
 - C. If approval of the Repayment Contract is deemed a "project" under CEQA, it is exempt from further environmental review under CEQA's "common sense" exemption, pursuant to California Code of Regulations, Title 14, Section 15061, subdivision (b)(3), because there is no possibility that executing the Repayment Contract may have a significant effect on the environment.
 - D. Approval of the Repayment Contract will not create any of the effects provided in California Code of Regulations, Title 14, Section 15300.2, regarding exceptions to CEQA exemptions.

3. The General Manager of BBID is authorized and directed to prepare and file within five (5) days of the Board adopting this Resolution a Notice of Exemption with the County Clerk of San Joaquin County for BBID's Repayment Contract, in accordance with the California Code of Regulations, Title 14, Section 15062, Subdivision (c)(2).
4. The Repayment Contract is in substantially the same form presented to the Board and on file with the Secretary.
5. The Board approves the Repayment Contract.
6. The President, General Manager and Secretary of BBID are authorized and directed to execute the Repayment Contract in substantially the same form presented to the Board, subject to such additions, deletions, and revisions as the executing officers may approve prior to execution. Execution provides conclusive proof of such approval.
7. The Board approves the estimated payment of the Repayment Obligation of \$347,906.00.
8. BBID's officers, staff, and consultants are authorized and directed to take all additional actions deemed necessary or appropriate to carry out the intent of this Resolution and to ensure continued water service to BBID and its water users, including to file, as appropriate, a validation action pursuant to Water Code section 23225.

PASSED AND ADOPTED at a Rescheduled Meeting of the Board of Directors of the Byron Bethany Irrigation District on 29 September, 2020 by the following vote:

Ayes: ALVAREZ, BROWN, ENOS, KAGEHIRO, M. MAGGIORE, T. MAGGIORE MUSCO,
PEREIRA, TUSO

Noes:

Abstained:

Absent:

Russell Kagehiro, President

Secretary's Certification

I, Kelley Geyer, Deputy Secretary of the Board of Directors of the Byron Bethany Irrigation District, do hereby certify that the foregoing Resolution is a true and correct copy entered into the Minutes of the Meeting of 29 September, 2020 at which time a quorum was present, and no motion to amend or rescind the above resolution was made.

Kelley Geyer, Deputy Secretary

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

CONTRACT BETWEEN THE UNITED STATES
AND
THE WEST SIDE IRRIGATION DISTRICT
PROVIDING FOR PROJECT WATER SERVICE
FROM DELTA DIVISION AND FACILITIES REPAYMENT

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

CONTRACT BETWEEN THE UNITED STATES
AND
THE WEST SIDE IRRIGATION DISTRICT
PROVIDING FOR PROJECT WATER SERVICE
FROM DELTA DIVISION AND FACILITIES REPAYMENT

1 THIS CONTRACT, made this ____ day of _____, 20XX, in
2 pursuance generally of the Act of June 17, 1902, (32 Stat. 388), and acts amendatory thereof or
3 supplementary thereto, including but not limited to, the Acts of August 26, 1937 (50 Stat. 844),
4 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
5 July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263),
6 October 27, 1986 (100 Stat. 3050), as amended, Title XXXIV of the Act of October 30, 1992
7 (106 Stat. 4706), as amended, and the Water Infrastructure Improvements for the Nation Act
8 (Public Law (Pub. L.) 114-322, 130 Stat. 1628), Section 4011 (a-d) and (f) ("WIIN Act"), all
9 collectively hereinafter referred to as Federal Reclamation law, between the UNITED STATES
10 OF AMERICA, hereinafter referred to as the United States, represented by the officer executing
11 this Contract, hereinafter referred to as the Contracting Officer, and THE WEST SIDE
12 IRRIGATION DISTRICT, hereinafter referred to as the Contractor, a public agency of the State
13 of California, duly organized, existing, and acting pursuant to the laws thereof;

14 WITNESSETH, That:

EXPLANATORY RECITALS

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

[2nd] WHEREAS, the United States constructed the Delta-Mendota Canal and related facilities, which will be used in part for the furnishing of water to the Contractor pursuant to the terms of this Contract; and

[3rd] WHEREAS, the rights to Project Water were acquired by the United States pursuant to California law for operation of the Project; and

[4th] WHEREAS, the United States and the Contractor entered into Contract No. 7-07-20-W0045, as amended, which established terms for the delivery to the Contractor of Project Water from the Delta Division facilities from June 29, 1977, though February 28, 1995; and

[5th] WHEREAS, the United States and the Contractor have pursuant to Subsection 3404(c)(1) of the Central Valley Project Improvement Act (CVPIA), subsequently entered into interim renewal contract(s) identified as Contract No. 7-07-20-W0045-IR1 and subsequent Interim Renewal Contracts 7-07-20-W0045-IR2 through 7-07-20-

W0045-IR8, which provided for water service to the Contractor from March 1, 1995 through February 28, 2006; and

[6th] WHEREAS, the United States and the Contractor entered into a long-term contract identified as Contract No. 7-07-20-W0045-LTR1, hereinafter referred to as the Existing Contract, which provided for the continued water service to the Contractor following expiration of Contract No. 7-07-20-W0045-IR8, and which was in effect the date the WIIN Act was enacted; and

[7th] WHEREAS, pursuant to a June 5, 2001, "Agreement for Assignment of Entitlement to CVP Water Between the City of Tracy and The West Side Irrigation District," the Contractor assigned to the City of Tracy 2,500 acre feet of the Contractor's entitlement to Project Water under Contract no. 7-07-20-W0045-IR7, which assignment is reflected in the decreased quantity of Water Made Available under subdivision (a) of Article 3 of this Contract; and

[8th] WHEREAS, on February 27, 2004, the Contractor, the United States and the City of Tracy entered into an Agreement for Assignment of Portion of Water Service Contract ("Assignment Agreement"), wherein the United States approved the initial assignment of 2,500 acre-feet of water and the future assignment of an additional 2,500 acre-feet of Project Water available to the Contractor under Contract No. 7-07-20-W0045, as then being implemented through Contract No. 7-07-20-W0045-B, to the City of Tracy; and

[9th] WHEREAS, the Existing Contract reflects completion of the initial assignment referenced in 7th recital above, by reducing the quantity of Project Water available to the Contractor from 7,500 to 5,000 acre feet; and

57 [10th] WHEREAS, the Assignment Agreement also allows the City of Tracy to
58 exercises its right to obtain a future assignment of an additional 2,500 acre-feet of Project Water
59 available to the Contractor under the Existing Contract.

60 [11th] WHEREAS, on December 16, 2016, the 114th Congress of the United
61 States of America enacted the WIIN Act; and

62 [12th] WHEREAS, Section 4011(a)(1) provides that “upon request of the
63 contractor, the Secretary of the Interior shall convert any water service contract in effect on the
64 date of enactment of this subtitle and between the United States and a water users’ association
65 [Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under
66 mutually agreeable terms and conditions.”; and

67 [13th] WHEREAS, Section 4011(a)(1) further provides that “the manner of
68 conversion under this paragraph shall be as follows: (A) Water service contracts that were
69 entered into under section (e) of the Act of August 4, 1939 (53 Stat. 1196), to be converted under
70 this section shall be converted to repayment contracts under section 9(d) of that Act (53 Stat.
71 1195)”; and “(B) Water service contracts that were entered under subsection (c)(2) of section 9
72 of the Act of August 4, 1939 (53 Stat. 1194), to be converted under this section shall be
73 converted to a contract under subsection (c)(1) of section 9 of that Act (53 Stat. 1195).”; and

74 [14th] WHEREAS, Section 4011(a)(4)(C) further provides all contracts entered
75 into pursuant to Section 4011(a)(1), (2), and (3) shall “not modify other water service,
76 repayment, exchange and transfer contractual rights between the water users’ association
77 [Contractor], and the Bureau of Reclamation, or any rights, obligations, or relationships of the
78 water users’ association [Contractor] and their landowners as provided under State law.”; and

[15th] 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

[16th] WHEREAS, upon the request of the Contractor, the WIIN Act directs the
Secretary to convert irrigation water service contracts and municipal and industrial (M&I) water
service contracts into repayment contracts, amend existing repayment contracts, and allow
contractors to prepay their construction cost obligations pursuant to applicable Federal
Reclamation law; and

[17th] WHEREAS, the United States has determined that the Contractor
has fulfilled all of its obligations under the Existing Contract; and

[18th] WHEREAS, the Contractor has demonstrated to the satisfaction of the
Contracting Officer that the Contractor has utilized the Project Water supplies available
to it for reasonable and beneficial use and/or has demonstrated future demand for water
use such that the Contractor has the capability and expects to utilize fully for reasonable
and beneficial use the quantity of Project Water to be made available to it pursuant to
this Contract; and

[19th] 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 Contractor as an essential portion of its water supply; and

101 [20th] WHEREAS, the economies of regions within the Project, including the
102 Contractor's, depend upon the continued availability of water, including water service
103 from the Project; and

104 [21st] WHEREAS, the Secretary intends through coordination, cooperation, and
105 partnerships to pursue measures to improve water supply, water quality, and reliability of the
106 Project for all Project purposes; and

107 [22nd] WHEREAS, the mutual goals of the United States and the Contractor
108 include: to provide for reliable Project Water supplies; to control costs of those supplies;
109 to achieve repayment of the Project as required by law; to guard reasonably against Project
110 Water shortages; to achieve a reasonable balance among competing demands for use of
111 Project Water; and to comply with all applicable environmental statutes, all consistent with
112 the legal obligations of the United States relative to the Project; and

113 [23rd] WHEREAS, the parties intend by this Contract to maintain a cooperative
114 relationship in order to achieve their mutual goals; and

115 [24th] WHEREAS, the Contractor has utilized or may utilize transfers, contract
116 assignments, rescheduling, and conveyance of Project Water and non-Project water under this
117 Contract as tools to minimize the impacts of a Condition of Shortage and to maximize the
118 beneficial use of water; and

119 [25th] WHEREAS, the parties desire and intend that this Contract not provide a
120 disincentive to the Contractor in continuing to carry out the beneficial activities set out in
121 the Explanatory Recital immediately above; and

[26th] WHEREAS, the Contracting Officer and the Contractor agree that this Contract complies with Section 4011 of the WIIN Act; and

[27th] WHEREAS, the Contracting Officer and the Contractor agree to amend and convert the Existing Contract pursuant to section 4011 of the WIIN Act and other Federal Reclamation law on the terms and conditions set forth below;

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

DEFINITIONS

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

(a) "Additional Capital Obligation" shall mean construction costs or other capitalized costs incurred after the Effective Date or not reflected in the Existing Capital Obligation as defined herein and in accordance with Section 4011, subsection (a)(2)(B) and (a)(3)(B) of the Water Infrastructure Improvements for the Nation Act (Pub. L. 114-322, 130 Stat. 1628) ("WIIN Act");

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

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

142 (d) “Condition of Shortage” shall mean a condition respecting the Project
143 during any Year such that the Contracting Officer is unable to deliver sufficient water to meet the
144 Contract Total;

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

148 (f) “Contract Total” shall mean the maximum amount of water to which the
149 Contractor is entitled under subdivision (a) of Article 3 of this Contract;

150 (g) “Contractor’s Service Area” shall mean the area to which the Contractor is
151 permitted to provide Project Water under this Contract as described in Exhibit “A”
152 attached hereto, which may be modified from time to time in accordance with Article 34
153 of this Contract without amendment of this Contract;

154 (h) “CVPIA” shall mean the Central Valley Project Improvement Act, Title
155 XXXIV of the Act of October 30, 1992 (106 Stat. 4706);

156 (i) “Delta Division Facilities” shall mean those existing and future Project
157 facilities in and south of the Sacramento-San Joaquin Rivers Delta, including, but not
158 limited to, the C.W. “Bill” Jones Pumping Plant, the O’Neill Forebay, the O’Neill
159 Pumping/Generating Plant, and the San Luis Reservoir, used to divert, store, and convey
160 water to those Project Contractors entitled to receive water conveyed through the Delta-
161 Mendota Canal;

(j) "Eligible Lands" shall mean all lands to which Irrigation Water may be delivered in accordance with Section 204 of the Reclamation Reform Act of 1982 (96 Stat. 1263), as amended;

(k) "Excess Lands" shall mean all lands in excess of the limitations contained in Section 204 of the Reclamation Reform Act of 1982, other than those lands exempt from acreage limitation under Federal Reclamation law;

(l) "Existing Capital Obligation" shall mean the remaining amount of construction costs or other capitalized costs allocable to the Contractor as described in section 4011, subsections (a)(2)(A) and (a)(3)(A) of the WIIN Act, and as identified in the Central Valley Project Irrigation Water Rates and/or Municipal and Industrial Water Rates, respectively, dated Month/Day/Year [specify ratebook year for all contractors.] [contractor specific to address the intertie], as adjusted to reflect payments not reflected in such schedule. The Contracting Officer has computed the Existing Capital Obligation and such amount is set forth in Exhibit "C", which is incorporated herein by reference;

(m) "Full Cost Rate" shall mean an annual rate, as determined by the Contracting Officer that shall amortize the expenditures for construction properly allocable to the Project irrigation or M&I functions, as appropriate, of facilities in service including all O&M deficits funded, less payments, over such periods as may be required under Federal Reclamation law, or applicable contract provisions. Interest will accrue on both the construction expenditures and funded O&M deficits from October 12, 1982, on costs outstanding at that date, or from the date incurred in the case of costs arising subsequent to October 12 1982, and shall be calculated in accordance with

184 subsections 202(3)(B) and (3)(C) of the Reclamation Reform Act of 1982. The Full Cost
185 Rate includes actual operation, maintenance, and replacement costs consistent with
186 Section 426.2 of the Rules and Regulations for the Reclamation Reform Act of 1982;

187 (n) "Ineligible Lands" shall mean all lands to which Irrigation Water may
188 not be delivered in accordance with Section 204 of the Reclamation Reform Act of 1982;

189 (o) "Irrigation Full Cost Water Rate" shall mean the Full Cost Rate
190 applicable to the delivery of Irrigation Water;

191 (p) "Irrigation Water" shall mean the use of Project Water to irrigate
192 lands primarily for the production of commercial agricultural crops or livestock, and
193 domestic and other uses that are incidental thereto;

194 (q) "Landholder" shall mean a party that directly or indirectly owns or
195 leases nonexempt land, as provided in 43 CFR 426.2;

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

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

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

205 (u) "Operating Non-Federal Entity" shall mean the entity(ies), its (their)
206 successors or assigns, which has (have) the obligation to operate and maintain all or a
207 portion of the Delta Division Facilities pursuant to written agreement(s) with the United

208 States. When this Contract was entered into, the Operating Non-Federal Entity was the
209 San Luis & Delta-Mendota Water Authority;

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

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

215 (x) "Project Water" shall mean all water that is developed, diverted,
216 stored, or delivered by the Secretary in accordance with the statutes authorizing the
217 Project and in accordance with the terms and conditions of water rights acquired
218 pursuant to California law;

219 (y) "Rates" shall mean the payments determined annually by the
220 Contracting Officer in accordance with the then-current applicable water ratesetting
221 policies for the Project, as described in subdivision (a) of Article 7 of this Contract;

222 (z) "Recent Historic Average" shall mean the most recent five (5)-year
223 average of the final forecast of Water Made Available to the Contractor pursuant to this
224 Contract or its preceding contract(s);

225 (aa) "Repayment Obligation" for Water Delivered as Irrigation Water shall
226 mean the Existing Capital Obligation discounted by $\frac{1}{2}$ of the Treasury rate, which shall be the
227 amount due and payable to the United States, pursuant to section 4011(a)(2)(A) of the WIIN Act;
228 and for Water Delivered as M&I Water shall mean the amount due and payable to the United
229 States, pursuant to section 4011(a)(3)(A) of the WIIN Act;

(bb) “Secretary” shall mean the Secretary of the Interior, a duly appointed successor, or an authorized representative acting pursuant to any authority of the Secretary and through any agency of the Department of the Interior;

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

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

(ee) “Water Made Available” shall mean the estimated amount of Project Water that can be delivered to the Contractor for the upcoming Year as declared by the Contracting Officer, pursuant to subdivision (a) of Article 4 of this Contract;

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

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

TERM OF CONTRACT – RIGHT TO USE OF WATER

2. (a) This Contract shall be effective [Effective Date], hereinafter known as the “Effective Date”, and shall continue so long as the Contractor pays applicable Rates and Charges

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

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

(2) Provided, further, That the Contracting Officer shall not seek to suspend making water available or declaring Water Made Available pursuant to this Contract for non-compliance by the Contractor with the terms of this Contract or Federal law, unless the Contracting Officer has first provided at least thirty (30) calendar days written notice to the Contractor and the Contractor has failed to cure such non-compliance, or to diligently commence curative actions satisfactory to the Contracting Officer for a non-compliance that cannot be fully 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 satisfactory to the to the Contracting Officer, the Contracting Officer shall resume making water available and declaring Water Made Available pursuant to this Contract;

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

(b) Upon complete payment of the Repayment Obligation by the Contractor, 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 (j) Eligible Lands, (k) Excess Lands, and (n) Ineligible Lands, of Article 1 of this Contract shall no longer be applicable.

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

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

WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTOR

3. (a) During each Year, consistent with all applicable State water rights permits, and licenses, Federal law, and subject to the provisions set forth in Articles 11 and 12 of this Contract, the Contracting Officer shall make available for delivery to the Contractor 5,000 acre-feet of Project Water for irrigation and M&I purposes. Water Delivered to the Contractor in accordance with this subdivision shall be scheduled and paid for pursuant to the provisions of Articles 4 and 7 of this Contract.

(b) Because the capacity of the Project to deliver Project Water has been constrained in recent years and may be constrained in the future due to many factors including hydrologic conditions and implementation of Federal and State laws, the likelihood of the Contractor actually receiving the amount of Project Water set out in subdivision (a) of this Article in any given Year is uncertain. The Contracting Officer's modeling referenced in the programmatic environmental impact statement prepared

pursuant to Section 3404(c) of the CVPIA projected that the Contract Total set forth in this Contract will not be available to the Contractor in many years. During the most recent five years prior to execution of the Existing Contract, the Recent Historic Average Water Made Available to the Contractor was 3,290 acre-feet. Nothing in this subdivision (b) of this Article shall affect the rights and obligations of the parties under any provision of this Contract.

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

(1) In the event any Project Contractor (other than a Cross Valley Contractor) that receives Project Water through the Delta Division Facilities obtains a contractual agreement that the Contracting Officer shall make Project Water available at a point or points of delivery in or north of the Delta, at the request of the Contractor and upon completion of any required environmental documentation, this Contract shall be amended to provide for deliveries in or north of the Delta on mutually agreeable terms. Such amendments to this Contract shall be limited solely to those changes made necessary by the addition of such alternate points of delivery in or north of the Delta; Provided, That the Contracting Officer's use of the Harvey O. Banks Pumping Plant to deliver Project Water does not trigger this right of amendment.

(d) The Contractor shall make reasonable and beneficial use of all water furnished pursuant to this Contract. Groundwater recharge programs (direct, indirect, or in lieu), groundwater banking programs, surface water storage programs, and other similar programs utilizing Project Water or other water furnished pursuant to this Contract conducted within the Contractor's Service Area which are consistent with

applicable State law and result in use consistent with Federal Reclamation law will be allowed; Provided, That any direct recharge program(s) is (are) described in the Contractor's water conservation plan submitted pursuant to Article 25 of this Contract; Provided, further, That such water conservation plan demonstrates sufficient lawful uses exist in the Contractor's Service Area so that using a long-term average, the quantity of Delivered Water is demonstrated to be reasonable for such uses and in compliance with Federal Reclamation law. Groundwater recharge programs, groundwater banking programs, surface water storage programs, and other similar programs utilizing Project Water or other water furnished pursuant to this Contract conducted outside the Contractor's Service Area may be permitted upon written approval of the Contracting Officer, which approval will be based upon environmental documentation, Project Water rights, and Project operational concerns. The Contracting Officer will address such concerns in regulations, policies, or guidelines.

(e) The Contractor shall comply with requirements applicable to the Contractor in biological opinion(s) prepared as a result of a consultation regarding the execution of any water service contract between the Contracting Officer and the Contractor in effect immediately prior to the Effective Date undertaken pursuant to Section 7 of the Endangered Species Act of 1973 (ESA), as amended, that are within the Contractor's legal authority to implement. The Existing Contract, which evidences in excess of 26 years of diversions for irrigation and/or M&I purposes of the quantities of Project Water provided in subdivision (a) of Article 3 of this Contract, will be considered in developing an appropriate baseline for any required biological assessment(s) prepared pursuant to the ESA, and any other needed

environmental review. Nothing herein shall be construed to prevent the Contractor from challenging or seeking judicial relief in a court of competent jurisdiction with respect to any biological opinion or other environmental documentation referred to in this Article.

(f) Following the declaration of Water Made Available under Article 4 of this Contract, the Contracting Officer will make a determination whether Project Water, or other water available to the Project, can be made available to the Contractor in addition to the Contract Total under this Article during the Year without adversely impacting other Project Contractors. At the request of the Contractor, the Contracting Officer will consult with the Contractor prior to making such a determination. If the Contracting Officer determines that Project Water, or other water available to the Project, can be made available to the Contractor, the Contracting Officer will announce the availability of such water and shall so notify the Contractor as soon as practical. The Contracting Officer will thereafter meet with the Contractor and other Project Contractors capable of taking such water to determine the most equitable and efficient allocation of such water. If the Contractor requests the delivery of any quantity of such water, the Contracting Officer shall make such water available to the Contractor in accordance with applicable statutes, regulations, guidelines, and policies. Subject to existing long-term contractual commitments, water rights, and operational constraints, long-term Project Contractors shall have a first right to acquire such water, including Project Water made available pursuant to Section 215 of the Reclamation Reform Act of 1982.

(g) The Contractor may request permission to reschedule for use during the subsequent Year some or all of the Water Made Available to the Contractor during

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

(h) The Contractor's right pursuant to Federal Reclamation law and applicable State law to the reasonable and beneficial use of the Water Delivered pursuant to this Contract shall not be disturbed, 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.

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

(j) The Contracting Officer shall make reasonable efforts to protect the water rights necessary for the Project and to provide the water available under this Contract. The Contracting Officer shall not object to participation by the Contractor, in the capacity and to the extent permitted by law, in administrative proceedings related to the Project Water rights; Provided, That the Contracting Officer retains the right to object to the substance of the Contractor's position in such a proceeding; Provided, further, That in

such proceedings the Contracting Officer shall recognize the Contractor has a legal right under the terms of this Contract to use Project Water.

TIME FOR DELIVERY OF WATER

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

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

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

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

POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

5. (a) Project Water scheduled pursuant to subdivision (b) of Article 4 of this Contract shall be delivered to the Contractor at a point or points on the Delta-Mendota Canal and any additional point or points of delivery either on Project facilities or another location or locations mutually agreed to in writing by the Contracting Officer and the Contractor.

(b) The Contracting Officer, either directly or indirectly through its written agreements(s) with the Operating Non-Federal Entity(ies), shall make all reasonable efforts to maintain sufficient flows and levels of water in the Project facilities to deliver Project Water to the Contractor at the point or points of delivery established pursuant to subdivision (a) of this Article.

(c) The Contractor shall deliver Irrigation Water in accordance with any applicable land classification provisions of Federal Reclamation law and the associated regulations. The Contractor shall not deliver Project Water to land outside the Contractor's Service Area unless approved in advance by the Contracting Officer.

(d) All Water Delivered to the Contractor pursuant to this Contract shall be measured and recorded with equipment furnished, installed, operated, and maintained by the Contracting Officer either directly or indirectly through its written agreements(s) with the Operating Non-Federal Entity(ies), unless undertaken by the Contractor with the consent of the Contracting Officer at the point or points of delivery established pursuant to subdivision (a) of this Article. Upon the request of either party to this Contract, the Contracting Officer shall investigate, or cause to be investigated by the appropriate Operating Non-Federal Entity(ies), the accuracy of such measurements and shall take any necessary steps to adjust any errors appearing therein. For any period of time when accurate measurements have not been made, the Contracting Officer shall consult with the Contractor and the appropriate Operating Non-Federal Entity(ies), if any, prior to making a final determination of the quantity delivered for that period of time.

(e) Absent a separate contrary written agreement with the Contractor, neither the Contracting Officer nor any Operating Non-Federal Entity(ies) shall be responsible for the control, carriage, handling, use, disposal, or distribution of Water Delivered to the Contractor pursuant to this Contract beyond the point or points of delivery established pursuant to subdivision (a) of this Article. The Contractor shall indemnify the United States, its officers, employees, agents, and assigns on account of

447 damage or claim of damage of any nature whatsoever for which there is legal
448 responsibility, including property damage, personal injury, or death arising out of or
449 connected with the control, carriage, handling, use, disposal, or distribution of such Water
450 Delivered beyond such point or points of delivery except for any damage or claim arising
451 out of: (i) acts or omissions of the Contracting Officer or any of its officers, employees,
452 agents, and assigns, including the Operating Non-Federal Entity(ies) with the intent of
453 creating the situation resulting in any damage or claim; (ii) willful misconduct of the
454 Contracting Officer or any of its officers, employees, agents, and assigns, including the
455 Operating Non-Federal Entity(ies); (iii) negligence of the Contracting Officer or any of its
456 officers, employees, agents, and assigns, including the Operating Non-Federal Entity(ies); or
457 (iv) a malfunction of facilities owned and/or operated by the United States or the Operating
458 Non-Federal Entity(ies).

459 MEASUREMENT OF WATER WITHIN THE CONTRACTOR'S SERVICE AREA

460 6. (a) The Contractor has established a measuring program satisfactory to
461 the Contracting Officer. The Contractor shall ensure that all surface water delivered for
462 irrigation purposes within the Contractor's Service Area is measured at each agricultural
463 turnout and such water delivered for M&I purposes is measured at each M&I service
464 connection. The water measuring devices or water measuring methods of comparable
465 effectiveness must be acceptable to the Contracting Officer. The Contractor shall be
466 responsible for installing, operating, maintaining, and repairing all such measuring devices
467 and implementing all such water measuring methods at no cost to the United States. The
468 Contractor shall use the information obtained from such water measuring devices or

water measuring methods to ensure its proper management of the water; to bill water users for water delivered by the Contractor; and, if applicable, to record water delivered for M&I purposes by customer class as defined in the Contractor's water conservation plan provided for in Article 25 of this Contract. Nothing herein contained, however, shall preclude the Contractor from establishing and collecting any charges, assessments, or other revenues authorized by California law. The Contractor shall include a summary of all its annual surface water deliveries in the annual report described in subdivision (c) of Article 25 of this Contract.

(b) To the extent the information has not otherwise been provided, upon execution of this Contract, the Contractor shall provide to the Contracting Officer a written report describing the measurement devices or water measuring methods being used or to be used to implement subdivision (a) of this Article and identifying the agricultural turnouts and the M&I service connections or alternative measurement programs approved by the Contracting Officer, at which such measurement devices or water measuring methods are being used, and, if applicable, identifying the locations at which such devices and/or methods are not yet being used including a time schedule for implementation at such locations. The Contracting Officer shall advise the Contractor in writing within 60 days as to the adequacy and necessary modifications, if any, of the measuring devices or water measuring methods identified in the Contractor's report and if the Contracting Officer does not respond in such time, they shall be deemed adequate. If the Contracting Officer notifies the Contractor that the measuring devices or methods are inadequate, the parties shall within 60 days following the Contracting Officer's

response, negotiate in good faith the earliest practicable date by which the Contractor shall modify said measuring devices and/or measuring methods as required by the Contracting Officer to ensure compliance with subdivision (a) of this Article.

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

(d) The Contractor shall inform the Contracting Officer and the State of California in writing by April 30 of each Year of the monthly volume of surface water delivered within the Contractor's Service Area during the previous Year.

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

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

7. (a) Notwithstanding the Contractor's full prepayment of the Repayment Obligation pursuant to section 4011, subsection (a)(2)(A) and subsection (a)(3)(A) of the WIIN Act, as set forth in Exhibit "C", and any payments required pursuant to section 4011, subsection (b) of the WIIN Act, to reflect the adjustment for the final cost allocation as described in this Article, subsection (b), the Contractor's Project construction and other obligations shall be determined in accordance with: (i) the Secretary's ratesetting policy for Irrigation Water adopted in 1988 and the Secretary's then-existing ratesetting policy for M&I Water, consistent with the WIIN Act; and such

ratesetting policies shall be amended, modified, or superseded only through a public notice and comment procedure; (ii) applicable Federal Reclamation law and associated rules and regulations, or policies, and (iii) other applicable provisions of this Contract. Payments shall be made by cash transaction, electronic funds transfers, or any other mechanism as may be agreed to in writing by the Contractor and the Contracting Officer. The Rates, Charges, and Tiered Pricing Component applicable to the Contractor upon execution of this Contract are set forth in Exhibit "B", as may be revised annually.

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

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

(A) The amount due and payable to the United States, pursuant to the WIIN Act, shall be the Repayment Obligation. The Repayment Obligation has been computed by the Contracting Officer in a manner consistent with the WIIN Act and is set forth as a lump sum payment (M&I and Irrigation) and as four (4) approximately equal annual installments (Irrigation Only) to be repaid no later than three (3) years after the Effective Date as set forth in Exhibit "C". **There could be one or two exhibits in most cases due to more than one service area [For Irrigation contractors and M&I contractors]** The Repayment

Obligation is due in lump sum by [Month Day, Year] as provided by the WIIN Act. The Contractor must provide appropriate notice to the Contracting Officer in writing no later than thirty (30) days prior to [Month Day, Year] [Division Level: consider the effective date of the contract being converted] if electing to repay the amount due using the lump sum alternative. If such notice is not provided by such date, the Contractor shall be deemed to have elected the installment payment alternative, in which case, the first such payment shall be made no later than [Month Day, Year] [Division Level: consider the effective date of the contract being converted]. The second payment shall be made no later than the first anniversary of the first payment date. The third payment shall be made no later than the second anniversary of the first payment date. The final payment shall be made no later than [Month Day, Year] [no later than 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 Obligation by giving the Contracting Officer sixty (60) days written notice, in which case, the Contracting Officer shall re-compute the remaining amount due to reflect the pre-payment using the same methodology as was used to compute the initial annual installment payment amount, 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 United States shall fully and permanently satisfy the Existing Capital Obligation.

(B) Additional Capital Obligations that are not reflected in, the schedules referenced in Exhibit "C" and properly assignable to the Contractor, shall be repaid as prescribed by the WIIN Act without interest except as required by law. Consistent with Federal

Reclamation law, interest shall continue to accrue on the M&I portion of the Additional Capital Obligation assigned to the Contractor until such costs are paid. Increases or decreases in the Additional Capital Obligation assigned to the Contractor caused solely by annual adjustment of the Additional Capital Obligation assigned to each Project contractor by the Secretary shall not be considered in determining the amounts to be paid pursuant to this subdivision (a)(2)(B), however, will be considered under subdivision (b) of this Article. A separate agreement shall be established by the Contractor and the Contracting Officer to accomplish repayment of the Additional Capital Obligation assigned to the Contractor within the timeframe prescribed by the WIIN Act, subject to the following:

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

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

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

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

(1) Prior to July 1 of each Calendar Year, the Contracting Officer shall provide the Contractor an estimate of the Charges for Project Water that will be applied to the period October 1, of the current Calendar Year, through September 30, of the following Calendar Year, and the basis for such estimate. The Contractor shall be allowed not less than two months to review and comment on such estimates. On or before September 15 of each Calendar Year, the Contracting Officer shall notify the Contractor in writing of the Charges to be in effect during the period October 1 of the current Calendar Year, through September 30, of the following Calendar Year, and such notification shall revise Exhibit "B."

(2) Prior to October 1 of each Calendar Year, the Contracting Officer

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

(d) At the time the Contractor submits the initial schedule for the delivery of Project Water for each Year pursuant to subdivision (b) of Article 4 of this Contract, the Contractor shall make an advance payment to the United States equal to the total amount payable pursuant to the applicable Rate(s) set under subdivision (a) of this Article, for the Project Water scheduled to be delivered pursuant to this Contract during the first two calendar months of the Year. Before the end of the first month and before the end of each calendar month thereafter, the Contractor shall make an advance payment to the United States, at the Rate(s) set under subdivision (a) of this Article, for the Water Scheduled to be delivered pursuant to this Contract during the second month immediately following. Adjustments between advance payments for Water Scheduled and payments at Rates due for Water Delivered shall be made before the end of the following month; Provided, That any revised schedule submitted by the Contractor pursuant to Article 4 of this Contract which increases the amount of Water Delivered pursuant to this Contract during any month shall be accompanied with appropriate advance payment, at the Rates then in effect, to assure that Project Water is not delivered to the Contractor in advance of such payment. In any month in which the

quantity of Water Delivered to the Contractor pursuant to this Contract equals the quantity of Water Scheduled and paid for by the Contractor, no additional Project Water shall be delivered to the Contractor unless and until an advance payment at the Rates then in effect for such additional Project Water is made. Final adjustment between the advance payments for the Water Scheduled and payments for the quantities of Water Delivered during each Year pursuant to this Contract shall be made as soon as practicable but no later than April 30th of the following Year, or 60 days after the delivery of Project Water rescheduled under subdivision (g) of Article 3 of this Contract if such water is not delivered by the last day of February.

(e) The Contractor shall also make a payment in addition to the Rate(s) in subdivision (d) of this Article to the United States for Water Delivered, at the Charges and the appropriate Tiered Pricing Component then in effect, before the end of the month following the month of delivery; Provided, That the Contractor may be granted an exception from the Tiered Pricing Component pursuant to subdivision (k)(2) of this Article. 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 there is no Operating Non-Federal Entity, by the Contracting Officer. The water delivery report shall be deemed a bill for the payment of Charges and the applicable Tiered Pricing Component for Water Delivered. Adjustment for overpayment or underpayment of Charges shall be made through the adjustment of payments due to the United States for Charges for the next month. Any amount to be paid for past due payment of Charges and the Tiered Pricing Component shall be computed pursuant to Article 19 of this Contract.

644 (f) The Contractor shall pay for any Water Delivered under subdivision
645 (a), (f), or (g) of Article 3 of this Contract as determined by the Contracting Officer
646 pursuant to applicable statutes, associated regulations, any applicable provisions of
647 guidelines or ratesetting policies; Provided, That the Rate for Water Delivered under
648 subdivision (f) of Article 3 of this Contract shall be no more than the otherwise
649 applicable Rate for Irrigation Water or M&I Water under subdivision (a) of this Article.

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

652 (h) All revenues received by the United States from the Contractor
653 relating to the delivery of Project Water or the delivery of non-Project water through
654 Project facilities shall be allocated and applied in accordance with Federal Reclamation
655 law and the associated rules or regulations, and the then-current Project ratesetting policies
656 for M&I Water or Irrigation Water.

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

(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 may 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.

(k) (1) Beginning at such time as deliveries of Project Water in a Year 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 applicable Tiered Pricing Component. The Tiered Pricing Component for the amount of Water 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 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 Delivered which exceeds 90 percent of the Contract Total shall equal the difference between (i) the Rate established under subdivision (a) of this Article and (ii) the Irrigation Full Cost Water Rate or M&I Full Cost Water Rate, whichever is applicable. For all Water Delivered pursuant to subdivision (a) of Article 3 of this Contract which is in excess of 80 percent of the Contract Total, this increment shall be deemed to be divided between Irrigation Water and M&I Water in the same proportion as actual deliveries of each bear to the cumulative total Water Delivered.

(2) Subject to the Contracting Officer's written approval, the

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

(3) For purposes of determining the applicability of the Tiered Pricing Component pursuant to this Article, Water Delivered shall include Project Water that the Contractor transfers to others but shall not include Project Water transferred to the Contractor, nor shall it include the additional water provided to the Contractor under the provisions of subdivision (f) of Article 3 of this Contract.

(l) For the term of this Contract, Rates applied under the respective ratesetting policies will be established to recover only reimbursable O&M (including any deficits) and capital costs of the Project, as those terms are used in the then-current Project ratesetting policies, and interest, where appropriate, except in instances where a minimum Rate is applicable in accordance with the relevant Project ratesetting policy. Changes of significance in practices which implement the Contracting Officer's ratesetting policies will not be implemented until the Contracting Officer has provided the Contractor an opportunity to discuss the nature, need, and impact of the proposed change.

(m) Except as provided in subsections 3405(a)(1)(B) and 3405(f) of the CVPIA, the Rates for Project Water transferred by the Contractor shall be the

710 Contractor's Rates, in accordance with the applicable Project ratesetting policy, adjusted
711 upward or downward to reflect the changed costs, if any, incurred by the Contracting Officer
712 in the delivery of the transferred Project Water to the transferee's point of delivery. If the
713 Contractor is receiving lower Rates and Charges because of inability to pay and is
714 transferring Project Water to another entity whose Rates and Charges are not adjusted
715 due to inability to pay, the Rates and Charges for transferred Project Water shall not be
716 adjusted to reflect the Contractor's inability to pay.

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

719 (o) With respect to the Rates for M&I Water, the Contractor asserts that it is
720 not legally obligated to pay any Project deficits claimed by the United States to have accrued as
721 of the date of this Contract or deficit-related interest charges thereon. By entering into this
722 Contract, the Contractor does not waive any legal rights or remedies that it may have with
723 respect to such disputed issues. Notwithstanding the execution of this Contract and payments
724 made hereunder, the Contractor may challenge in the appropriate administrative or judicial
725 forums; (1) the existence, computation, or imposition of any deficit charges accruing during the
726 term of the Existing Contract and any preceding interim renewal contracts, if applicable; (2)
727 interest accruing on any such deficits; (3) the inclusion of any such deficit charges or interest in
728 the Rates; (4) the application by the United States of payments made by the Contractor under its
729 Existing Contract and any preceding interim renewal contracts if applicable; and (5) the
730 application of such payments in the Rates. The Contracting Officer agrees that the Contractor
731 shall be entitled to the benefit of any administrative or judicial ruling in favor of any Project

M&I contractor on any of these issues, and credits for payments heretofore made, provided that the basis for such ruling is applicable to the Contractor.

NON-INTEREST BEARING O&M DEFICITS

8. The Contractor and the Contracting Officer concur that, as of the Effective Date the Contractor has no non-interest bearing O&M deficits and shall have no further liability therefore.

SALES, TRANSFERS, OR EXCHANGES OF WATER

9. (a) The right to receive Project Water provided for in this Contract may be sold, transferred, or exchanged to others for reasonable and beneficial uses within the State of California if such sale, transfer, or exchange is authorized by applicable Federal and State laws, and applicable guidelines or regulations then in effect. No sale, transfer, or exchange of Project Water under this Contract may take place without the prior written approval of the Contracting Officer, except as provided for in subdivision (b) of this Article, and no such sales, transfers, or exchanges shall be approved absent all appropriate environmental documentation, including, but not limited to, documents prepared pursuant to the NEPA and ESA. Such environmental documentation should include, as appropriate, an analysis of groundwater impacts and economic and social effects, including environmental justice, of the proposed water transfers on both the transferor and transferee.

(b) In order to facilitate efficient water management by means of water transfers of the type historically carried out among Project Contractors located within the same geographical area and to allow the Contractor to participate in an accelerated water

transfer program during the term of this Contract, the Contracting Officer shall prepare, as appropriate, all necessary environmental documentation, including, but not limited to, documents prepared pursuant to the NEPA and ESA, analyzing annual transfers within such geographical areas and the Contracting Officer shall determine whether such transfers comply with applicable law. Following the completion of the environmental documentation, such transfers addressed in such documentation shall be conducted with advance notice to the Contracting Officer, but shall not require prior written approval by the Contracting Officer. Such environmental documentation and the Contracting Officer's compliance determination shall be reviewed every five years and updated, as necessary, prior to the expiration of the then existing five (5)-year period. All subsequent environmental documentation shall include an alternative to evaluate not less than the quantity of Project Water historically transferred within the same geographical area.

(c) For a water transfer to qualify under subdivision (b) of this Article, such water transfer must: (i) be for irrigation purposes for lands irrigated within the previous three years, for M&I use, groundwater recharge, groundwater banking, or similar groundwater activities, surface water storage, or fish and wildlife resources; not lead to land conversion; and be delivered to established cropland, wildlife refuges, groundwater basins, or M&I use; (ii) occur within a single Year; (iii) occur between a willing seller and a willing buyer; (iv) convey water through existing facilities with no new construction or modifications to facilities and be between existing Project Contractors and/or the Contractor and the United States, Department of the Interior; and (v) comply with all applicable Federal, State, and local or tribal laws and requirements imposed for protection of the

environment and Indian Trust Assets, as defined under Federal law.

APPLICATION OF PAYMENTS AND ADJUSTMENTS

10. (a) The amount of any overpayment by the Contractor of the Contractor's O&M, capital, and deficit (if any) obligations for the Year shall be applied first to any current liabilities of the Contractor arising out of this Contract then due and payable. Overpayments of more than \$1,000 shall be refunded at the Contractor's request. In lieu of a refund, any amount of such overpayment, at the option of the Contractor, may be credited against amounts to become due to the United States by the Contractor. With respect to overpayment, such refund or adjustment shall constitute the sole remedy of the Contractor or anyone having or claiming to have the right to the use of any of the Project Water supply provided for by this Contract. All credits and refunds of overpayments shall be made within 30 days of the Contracting Officer obtaining direction as to how to credit or refund such overpayment in response to the notice to the Contractor that it has finalized the accounts for the Year in which the overpayment was made.

(b) All advances for miscellaneous costs incurred for work requested by the Contractor pursuant to Article 24 of this Contract shall be adjusted to reflect the actual costs when the work has been completed. If the advances exceed the actual costs incurred, the difference will be refunded to the Contractor. If the actual costs exceed the Contractor's advances, the Contractor will be billed for the additional costs pursuant to Article 24 of this Contract.

TEMPORARY REDUCTIONS – RETURN FLOWS

11. (a) Subject to: (i) the authorized purposes and priorities of the Project and the

requirements of Federal law, and (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.

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

(c) The United States reserves the right to all seepage and return flow water derived from Water Delivered to the Contractor hereunder which escapes or is discharged beyond the Contractor's Service Area; Provided, That this shall not be construed as claiming for the United States any right to seepage or return flow being put to reasonable and beneficial use pursuant to this Contract within the Contractor's Service Area by the Contractor or those claiming by, through, or under the Contractor.

CONSTRAINTS ON THE AVAILABILITY OF WATER

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

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

(c) In any Year in which there may occur a Condition of Shortage for any of the reasons specified in subdivision (b) of this Article, and subject to subdivision (d) of this Article, the Contracting Officer will first allocate the available Project Water consistent with the Project M&I Water Shortage Policy as finally adopted after environmental review for determining the amount of Project Water Available for delivery to the Project Contractors. Subject to the foregoing allocation, in any year in which there may occur a Condition of Shortage, the Contracting Officer shall then apportion Project Water among the Contractor and others entitled to Project Water from Delta Division Facilities under long-term water service or repayment contracts (or renewals thereof or binding commitments therefore) in force on February 28, 2005, as follows:

(1) The Contracting Officer shall make an initial and subsequent determination as necessary of the total quantity of Project Water estimated to be scheduled or actually scheduled under subdivision (b) of Article 4 of this Contract and under all other interim renewal, long-term water service or repayment contracts then in force for the delivery of Project Water by the United States from Delta Division Facilities

during the relevant Year, the quantity so determined being hereinafter referred to as the scheduled total;

(2) A determination shall be made of the total quantity of Project Water that is available for meeting the scheduled total, the quantity so determined being hereinafter referred to as the available supply;

(3) The total quantity of Project Water estimated to be scheduled or actually scheduled by the Contractor during the relevant Year, under subdivision (b) of Article 4 of this Contract, shall be divided by the scheduled total, the quotient thus obtained being hereinafter referred to as the Contractor's proportionate share; and

(4) The available supply shall be multiplied by the Contractor's proportionate share and the result shall be the quantity of Project Water made available by the United States to the Contractor for the relevant Year in accordance with the schedule developed by the Contracting Officer under subdivision (c)(1) of this Article 12, but in no event shall such amount exceed the Contract Total. In the event the Contracting Officer subsequently determines that the Contracting Officer can increase or needs to decrease the available supply for delivery from Delta Division Facilities to long-term water service and repayment contractors during the relevant Year, such additions or reductions to the available supply shall be apportioned consistent with subparagraphs (1) through (4), inclusive.

(d) By entering into this Contract, the Contractor does not waive any legal rights or remedies it may have to file or participate in any administrative or judicial proceeding contesting: (i) the sufficiency of the Project M&I Water Shortage Policy; (ii)

the substance of such a policy; (iii) the applicability of such a policy; or (iv) the manner in which such policy is implemented in order to allocate Project Water between M&I and irrigation purposes; Provided, That the Contractor has commenced any such judicial challenge or any administrative procedures necessary to institute any judicial challenge within six months of the policy becoming final. By agreeing to the foregoing, the Contracting Officer does not waive any legal defenses or remedies that it may have to assert in such a proceeding. Nothing contained herein shall be interpreted to validate or invalidate the Project M&I Water Shortage Policy.

UNAVOIDABLE GROUNDWATER PERCOLATION

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

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

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

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.

PROTECTION OF WATER AND AIR QUALITY

15. (a) Omitted

(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.

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

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

(e) Omitted

WATER ACQUIRED BY THE CONTRACTOR ~~OTHER THAN~~ FROM THE UNITED STATES

16. (a) Water or water rights now owned or hereafter acquired by the Contractor other than from the United States and Irrigation Water furnished pursuant to the terms of this Contract may be simultaneously transported through the same distribution facilities of the Contractor subject to the following: (i) if the facilities utilized for commingling Irrigation Water and non-Project water were constructed without funds made available pursuant to Federal Reclamation law, the provisions of Federal Reclamation law will be applicable only to the Landholders of lands which receive Irrigation Water; (ii) the eligibility of land to receive Irrigation Water must be established through the certification requirements as specified in the Acreage Limitation Rules and Regulations (43 CFR Part 426); (iii) the water requirements of Eligible Lands within the Contractor's Service Area can be established and the quantity of Irrigation Water to be utilized is less than or equal to

the quantity necessary to irrigate such Eligible Lands; and (iv) if the facilities utilized for commingling Irrigation Water and non-Project water are (were) constructed with funds made available pursuant to Federal Reclamation law, the non-Project water will be subject to the acreage limitation provisions of Federal Reclamation law, unless the Contractor pays to the United States the incremental fee described in 43 CFR 426.15. In determining the incremental fee, the Contracting Officer will calculate annually the cost to the Federal Government, including interest, of storing or delivering non-Project water, which for purposes of this Contract shall be determined as follows: The quotient shall be the unpaid distribution system costs divided by the total irrigable acreage within the Contractor's Service Area. The incremental fee per acre is the mathematical result of such quotient times the interest rate determined using Section 202 (3) of the Act of October 12, 1982 (96 Stat. 1263). Such incremental fee will be charged to each acre of excess or full-cost land within the Contractor's Service Area that receives non-Project water through Federally financed or constructed facilities. The incremental fee calculation methodology will continue during the term of this Contract absent the promulgation of a contrary Bureau of Reclamation-wide rule, regulation, or policy adopted after the Contractor has been afforded the opportunity to review and comment on the proposed rule, regulation, or policy. If such rule, regulation, or policy is adopted, it shall supersede this provision.

(b) Water or water rights now owned or hereafter acquired by the Contractor, other than from the United States may be stored, conveyed, and/or diverted through Project facilities, subject to the completion of appropriate environmental

943 documentation, with the approval of the Contracting Officer and the execution of any
944 contract determined by the Contracting Officer to be necessary, consistent with the
945 following provisions:

946 (1) The Contractor may introduce non-Project water into Project
947 facilities and deliver said water to lands within the Contractor's Service Area, including
948 Ineligible Lands, subject to payment to the United States and/or to any applicable
949 Operating Non-Federal Entity of an appropriate rate as determined by the applicable
950 Project ratesetting policy, the Reclamation Reform Act of 1982, and the Project use
951 power policy, if such Project use power policy is applicable, each as amended, modified, or
952 superseded from time to time.

953 (2) Delivery of such non-Project water in and through Project
954 facilities shall only be allowed to the extent such deliveries do not: (i) interfere with
955 other Project purposes as determined by the Contracting Officer; (ii) reduce the quantity or
956 quality of water available to other Project Contractors; (iii) interfere with the delivery of
957 contractual water entitlements to any other Project Contractors; or (iv) interfere with the
958 physical maintenance of the Project facilities.

959 (3) Neither the United States nor the Operating Non-Federal
960 Entity(ies) shall be responsible for control, care, or distribution of the non-Project water
961 before it is introduced into or after it is delivered from the Project facilities. The
962 Contractor hereby releases and agrees to defend and indemnify the United States and the
963 Operating Non-Federal Entity(ies), and their respective officers, agents, and employees,
964 from any claim for damage to persons or property, direct or indirect, resulting from the

965 act(s) of the Contractor, its officers, employees, agents, or assigns, in (i) extracting or
966 diverting non-Project water from any source, or (ii) diverting such non-Project water into
967 Project facilities.

968 (4) Diversion of such non-Project water into Project facilities shall
969 be consistent with all applicable laws, and if involving groundwater, consistent with any
970 applicable groundwater management plan for the area from which it was extracted.

971 (5) After Project purposes are met, as determined by the
972 Contracting Officer, the United States and Project Contractors entitled to Project Water
973 from Delta Division Facilities shall share priority to utilize the remaining capacity of the
974 facilities declared to be available by the Contracting Officer for conveyance and
975 transportation of non-Project water prior to any such remaining capacity being made
976 available to non-Project contractors. Other Project Contractors shall have a second priority
977 to any remaining capacity of facilities declared to be available by the Contracting Officer
978 for conveyance and transportation of non-Project water prior to any such remaining
979 capacity being made available to non-Project contractors.

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

982 OPINIONS AND DETERMINATIONS

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

provisions of this Contract, expressly reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or unreasonable opinion or determination.

Each opinion or determination by either party shall be provided in a timely manner.

Nothing in this subdivision (a) of this Article is intended to or shall affect or alter the standard of judicial review applicable under Federal law to any opinion or determination implementing a specific provision of Federal law embodied in statute or regulation.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with the provisions of this Contract, the laws of the United States and of the State of California, and the rules and regulations promulgated by the Secretary. Such determinations shall be made in consultation with the Contractor to the extent reasonably practicable.

COORDINATION AND COOPERATION

18. (a) In order to further their mutual goals and objectives, the Contracting Officer and the Contractor shall communicate, coordinate, and cooperate with each other, and with other affected Project Contractors, in order to improve the O&M of the Project. The communication, coordination, and cooperation regarding O&M shall include, but not be limited to, any action which will or may materially affect the quantity or quality of Project Water supply, the allocation of Project Water supply, and Project financial matters including, but not limited to, budget issues. The communication, coordination, and cooperation provided for hereunder shall extend to all provisions of this Contract. Each party shall retain exclusive decision making authority for all actions, opinions, and determinations to be made by the respective party.

1009 (b) Within 120 days following the Effective Date, the Contractor, other
1010 affected Project Contractors, and the Contracting Officer shall arrange to meet with
1011 interested Project Contractors to develop a mutually agreeable, written Project-wide
1012 process, which may be amended as necessary separate and apart from this Contract. The
1013 goal of this process shall be to provide, to the extent practicable, the means of mutual
1014 communication and interaction regarding significant decisions concerning Project O&M
1015 on a real-time basis.

1016 (c) In light of the factors referred to in subdivision (b) of Article 3 of this
1017 Contract, it is the intent of the Secretary to improve water supply reliability. To carry out
1018 this intent:

1019 (1) The Contracting Officer will, at the request of the Contractor,
1020 assist in the development of integrated resource management plans for the Contractor.
1021 Further, the Contracting Officer will, as appropriate, seek authorizations for implementation
1022 of partnerships to improve water supply, water quality, and reliability.

1023 (2) The Secretary will, as appropriate, pursue program and project
1024 implementation and authorization in coordination with Project Contractors to improve the
1025 water supply, water quality, and reliability of the Project for all Project purposes.

1026 (3) The Secretary will coordinate with Project Contractors and the
1027 State of California to seek improved water resource management.

1028 (4) The Secretary will coordinate actions of agencies within the
1029 Department of the Interior that may impact the availability of water for Project purposes.

1030 (5) The Contracting Officer shall periodically, but not less than

annually, hold division-level meetings to discuss Project operations, division-level water management activities, and other issues as appropriate.

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

CHARGES FOR DELINQUENT PAYMENTS

19. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or

1062 national origin. The Contractor will take affirmative action to ensure that applicants are
1063 employed, and that employees are treated during employment, without regard to their race,
1064 color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall
1065 include, but not be limited to, the following: employment, upgrading, demotion, or
1066 transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
1067 forms of compensation; and selection for training, including apprenticeship. The Contractor
1068 agrees to post in conspicuous places, available to employees and applicants for employment,
1069 notices to be provided by the Contracting Officer setting forth the provisions of this
1070 nondiscrimination clause.

1071 (b) The Contractor will, in all solicitations or advertisements for employees
1072 placed by or on behalf of the Contractor, state that all qualified applicants will receive
1073 consideration for employment without regard to race, color, religion, sex, sexual orientation,
1074 gender identity, or national origin.

1075 (c) The Contractor will not discharge or in any other manner discriminate
1076 against any employee or applicant for employment because such employee or applicant has
1077 inquired about, discussed, or disclosed the compensation of the employee or applicant or
1078 another employee or applicant. This provision shall not apply to instances in which an
1079 employee who has access to the compensation information of other employees or applicants as
1080 part of such employee's essential job functions discloses the compensation of such other
1081 employees or applicants to individuals who do not otherwise have access to such information,
1082 unless such disclosure is in response to a formal complaint or charge, in furtherance of an
1083 investigation, proceeding, hearing, or action, including an investigation conducted by the
1084 employer, or is consistent with the Contractor's legal duty to furnish information.

1085 (d) The Contractor will send to each labor union or representative of
1086 workers with which it has a collective bargaining agreement or other contract or understanding,
1087 a notice, to be provided by the Contracting Officer, advising the labor union or workers'
1088 representative of the Contractor's commitments under section 202 of Executive Order No.
1089 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places
1090 available to employees and applicants for employment.

1091 (e) The Contractor will comply with all provisions of Executive Order No.
1092 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary
1093 of Labor.

1094 (f) The Contractor will furnish all information and reports required by
1095 Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations, and orders of
1096 the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and
1097 accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation
1098 to ascertain compliance with such rules, regulations, and orders.

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

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

GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

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

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

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

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

22. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title

III; 42 U.S.C. 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

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

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

PRIVACY ACT COMPLIANCE

23. (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,

1172 and disclosure of information contained in the Landholders' certification and reporting
1173 records.

1174 (d) The Contracting Officer shall designate a full-time employee of the
1175 Bureau of Reclamation to be the System Manager responsible for making decisions on
1176 denials pursuant to 43 C.F.R. §§ 2.61 and 2.64 and amendment requests pursuant to 43
1177 C.F.R. § 2.72. The Contractor is authorized to grant requests by individuals for access to
1178 their own records.

1179 (e) The Contractor shall forward promptly to the System Manager each
1180 proposed denial of access under 43 C.F.R. § 2.64 and each request for amendment of
1181 records filed under 43 C.F.R. § 2.71; notify the requester accordingly of such referral;
1182 and provide the System Manager with information and records necessary to prepare an
1183 appropriate response to the requester. These requirements do not apply to individuals
1184 seeking access to their own certification and reporting forms filed with the Contractor
1185 pursuant to 43 C.F.R. § 426.18 unless the requester elects to cite the Privacy Act as an
1186 authority for the request.

1187 (f) Upon complete payment of the Repayment Obligation by the
1188 Contractor, this Article 23 will no longer be applicable.

1189 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

1190 24. In addition to all other payments to be made by the Contractor pursuant to this
1191 Contract, the Contractor shall pay to the United States, within 60 days after receipt of a bill
1192 and detailed statement submitted by the Contracting Officer to the Contractor for such
1193 specific items of direct cost incurred by the United States for work requested by the
1194 Contractor associated with this Contract plus indirect costs in accordance with applicable
1195 Bureau of Reclamation policies and procedures. All such amounts referred to in this
1196 Article shall not exceed the amount agreed to in writing in advance by the Contractor.
1197 This Article shall not apply to costs for routine contract administration.

1198 WATER CONSERVATION

1199 25. (a) Prior to the delivery of water provided from or conveyed through
1200 Federally constructed or Federally financed facilities pursuant to this Contract, the

1201 Contractor shall develop a water conservation plan, as required by subsection 210(b) of the
1202 Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and
1203 Regulations).

1204 Additionally, an effective water conservation and efficiency program shall be based on the
1205 Contractor's water conservation plan that has been determined by the Contracting Officer to
1206 meet the conservation and efficiency criteria for evaluating water conservation plans
1207 established under Federal law. The water conservation and efficiency program shall
1208 contain definite water conservation objectives, appropriate economically feasible water
1209 conservation measures, and time schedules for meeting those objectives. Continued
1210 Project Water delivery pursuant to this Contract shall be contingent upon the
1211 Contractor's continued implementation of such water conservation program. In the
1212 event the Contractor's water conservation plan or any revised water conservation plan
1213 completed pursuant to subdivision (d) of this Article 25 have not yet been determined by
1214 the Contracting Officer to meet such criteria, due to circumstances which the
1215 Contracting Officer determines are beyond the control of the Contractor, water deliveries
1216 shall be made under this Contract so long as the Contractor diligently works with the
1217 Contracting Officer to obtain such determination at the earliest practicable date, and
1218 thereafter the Contractor immediately begins implementing its water conservation and
1219 efficiency program in accordance with the time schedules therein.

1220 (b) Should the amount of M&I Water delivered pursuant to subdivision
1221 (a) of Article 3 of this Contract equal or exceed two thousand (2,000) acre-feet per Year,
1222 the Contractor shall implement the Best Management Practices identified by the time
1223 frames issued by the Mid-Pacific Region's then-existing conservation and efficiency

criteria for such M&I Water unless any such practice is determined by the Contracting Officer to be inappropriate for the Contractor.

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

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

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

EXISTING OR ACQUIRED WATER OR WATER RIGHTS

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

OPERATION AND MAINTENANCE BY THE OPERATING NON-FEDERAL ENTITY

27. (a) The O&M of a portion of the Project facilities which serve the Contractor, and responsibility for funding a portion of the costs of such O&M, have been transferred to the San Luis & Delta-Mendota Water Authority, an Operating Non-Federal Entity by separate agreement (8-07-20-X0354-X) between the United States and Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority. That separate agreement shall not interfere with or affect the rights or obligations of the Contractor or the United States hereunder.

(b) The Contracting Officer has previously notified the Contractor in writing that the Operation and Maintenance of a portion of the Project facilities which serve the Contractor has been transferred to the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority, and therefore, the Contractor shall pay directly to the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority, or to any successor approved by the Contracting Officer under the terms and conditions of the separate agreement between the United States and the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority described in subdivision (a) of this Article, all rates, charges, or assessments of any kind, including any assessment for reserve funds, which the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority or such successor determines, sets, or establishes for the Operation and Maintenance of the portion of the Project facilities operated and maintained by the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority or such successor. Such direct payments to Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority or such successor shall not relieve the Contractor of its obligation to pay directly to the United States the Contractor's share of

1268 the Project Rates, Charges, and Tiered Pricing Component except to the extent the
1269 Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority collects payments
1270 on behalf of the United States in accordance with the separate agreement identified in
1271 subdivision (a) of this Article.

1272 (c) For so long as the O&M of any portion of the Project facilities
1273 serving the Contractor is performed by Operating Non-Federal Entity San Luis &
1274 Delta-Mendota Water Authority, or any successor thereto, the Contracting Officer
1275 shall adjust those components of the Rates for Water Delivered under this Contract
1276 representing the cost associated with the activity being performed by Operating Non-
1277 Federal Entity San Luis & Delta-Mendota Water Authority or its successor.

1278 (d) In the event the Operation and Maintenance of the Project facilities
1279 operated and maintained by the Operating Non-Federal Entity San Luis & Delta-Mendota
1280 Water Authority is re-assumed by the United States during the term of this Contract, the
1281 Contracting Officer shall so notify the Contractor, in writing, and present to the
1282 Contractor a revised Exhibit "B" which shall include the portion of the Rates to be paid
1283 by the Contractor for Project Water under this Contract representing the Operation and
1284 Maintenance costs of the portion of such Project facilities which have been re-assumed. The
1285 Contractor shall, thereafter, in the absence of written notification from the Contracting Officer to
1286 the contrary, pay the Rates, Charges, and Tiered Pricing Component specified in the revised
1287 Exhibit "B" directly to the United States in compliance with Article 7 of this Contract.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

BOOKS, RECORDS, AND REPORTS

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

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

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

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

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

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

SEVERABILITY

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

RESOLUTION OF DISPUTES

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

OFFICIALS NOT TO BENEFIT

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

CHANGES IN CONTRACTOR'S ORGANIZATION AND/OR SERVICE AREA

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

(b) Within 30 days of receipt of a request for such a change, the Contracting Officer will notify the Contractor of any additional information required by the Contracting Officer for processing said request, and both parties will meet to establish a mutually agreeable schedule for timely completion of the process. Such process will analyze whether the proposed

change, is likely to: (i) result in the use of Project Water contrary to the terms of this Contract; (ii) impair the ability of the Contractor to pay for Project Water furnished under this Contract or to pay for any Federally-constructed facilities for which the Contractor is responsible; and (iii) have an impact on any Project Water rights applications, permits, or licenses. In addition, the Contracting Officer shall comply with the NEPA and the ESA. The Contractor will be responsible for all costs incurred by the Contracting Officer in this process, and such costs will be paid in accordance with Article 24 of this Contract.

FEDERAL LAWS

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

RECLAMATION REFORM ACT OF 1982

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

(b) The obligation of a Contractor to pay the Additional Capital Obligation shall not affect the Contractor's status as having repaid all of the construction costs assignable to

the Contractor or the applicability of subsections (a) and (b) of section 213 of the Reclamation Reform Act of 1982 (96 Stat. 1269) once the Repayment Obligation is paid.

CERTIFICATION OF NONSEGREGATED FACILITIES

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

NOTICES

38. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, South-Central California Area Office, 1243 N Street, Fresno, 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 West Side Irrigation District,

1421 P. O. Box 177, Tracy California 95378. The designation of the addressee or the address may be
1422 changed by notice given in the same manner as provided in this Article for other notices.

1423 MEDIUM FOR TRANSMITTING PAYMENT

1424 39. (a) All payments from the Contractor to the United States under this Contract
1425 shall be by the medium requested by the United States on or before the date payment is due. The
1426 required method of payment may include checks, wire transfers, or other types of payment
1427 specified by the United States.

1428 (b) Upon execution of this Contract, the Contractor shall furnish the
1429 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose
1430 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising
1431 out of the Contractor's relationship with the United States.

1432 CONTRACT DRAFTING CONSIDERATIONS

1433 40. This amended Contract has been negotiated and reviewed by the parties hereto,
1434 each of whom is sophisticated in the matters to which this amended Contract pertains. The
1435 double-spaced Articles of this amended Contract have been drafted, negotiated, and reviewed by
1436 the parties, and no one party shall be considered to have drafted the stated Articles. Single-
1437 spaced Articles are standard Articles pursuant to Bureau of Reclamation policy.

1438 CONFIRMATION OF CONTRACT

1439 41. Promptly after the execution of this amended Contract, the Contractor will
1440 provide to the Contracting Officer a certified copy of a final decree of a court of competent
1441 jurisdiction in the State of California, confirming the proceedings on the part of the Contractor
1442 for the authorization of the execution of this amended Contract. This amended Contract shall not
1443 be binding on the United States until the Contractor secures a final decree.

1444

1445 IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the
1446 day and year first above written.

1447 UNITED STATES OF AMERICA

1448 By: _____
1449 Regional Director
1450 Interior Region 10: California-Great Basin
1451 Bureau of Reclamation

1452 THE WEST SIDE IRRIGATION DISTRICT
1453 (SEAL)

1454 By: _____
1455 President of the Board of Directors

1456 Attest:

1457 By: _____
1458 Secretary of the Board of Directors

Irrigation and M&I
Contract No. 7-07-20-W0045-LTR1-P

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

CONTRACT BETWEEN THE UNITED STATES
AND
THE WEST SIDE IRRIGATION DISTRICT
PROVIDING FOR PROJECT WATER SERVICE
FROM DELTA DIVISION AND FACILITIES REPAYMENT

Exhibits

Exhibit A – Map of Contractor's Service Area

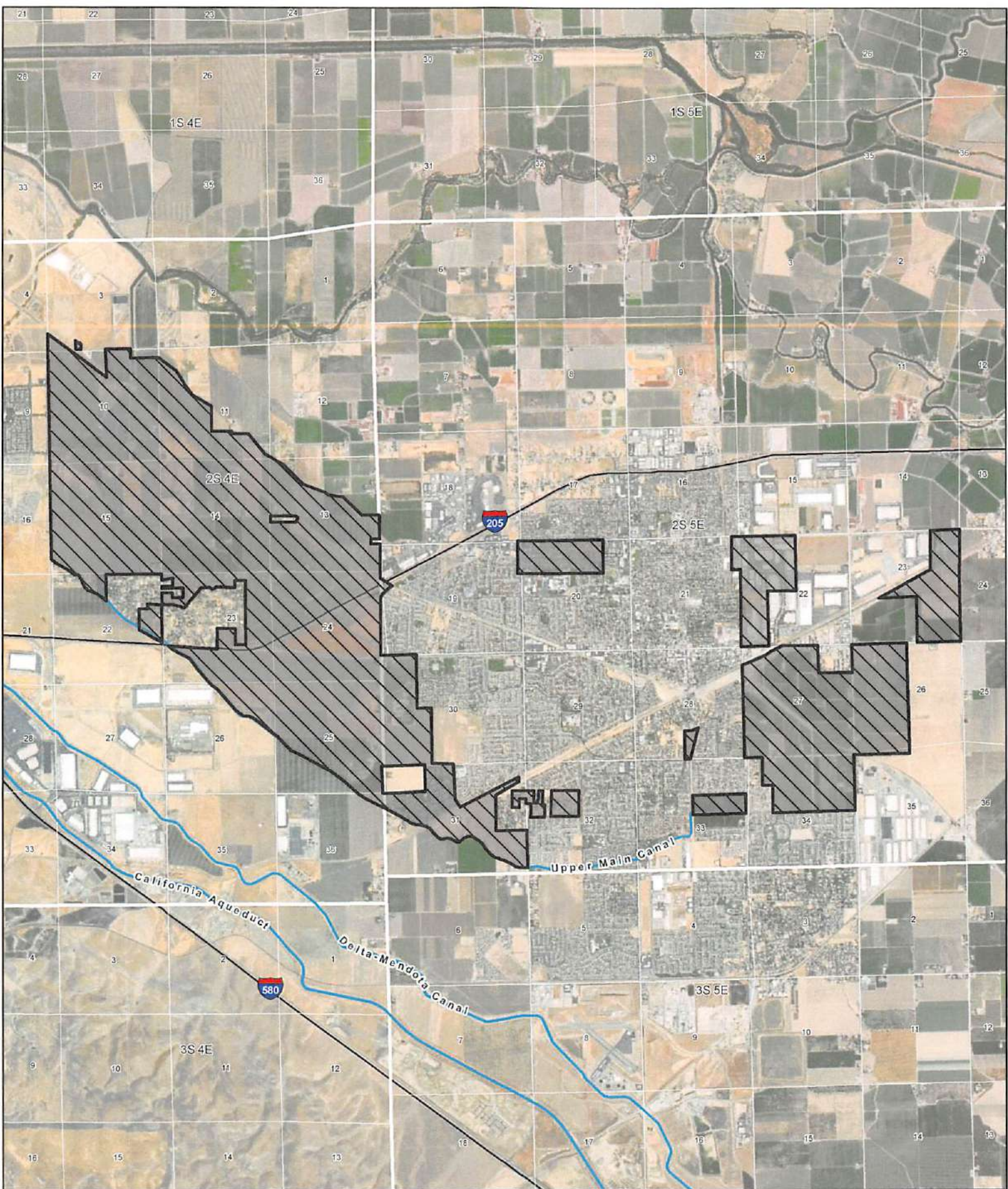
This Exhibit is unchanged from current Contract..



Exhibit B – 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 C – Repayment Obligation

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



-  District Boundary
-  Contractor's Service Area

The West Side Irrigation District

Contract No. 7-07-20-W0045-LTR1-P
Exhibit A



BUREAU OF
RECLAMATION

0 1 2 Miles



214-202-885

EXHIBIT B
THE WEST SIDE IRRIGATION DISTRICT
2020 Rates and Charges
(Per Acre-Foot)

	Irrigation Water	M&I Water ¹
COST-OF-SERVICE (COS) RATE		
Construction Costs	\$50.35	
DMC Aqueduct Intertie	\$0.93	
O&M Components		
Water Marketing	\$8.97	
Storage	\$18.01	
Deficit Cost	\$0.00	
TOTAL COS RATE (Tier 1 Rate)	\$78.26	
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.	\$108.09	
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	\$133.62	
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 to be added to Tier 1 Rate)	\$14.92	
Tier 3 Rate : >90% of Contract Total [Section 202(3) Irrigation Full Cost Rate - Irrigation COS Rate] (Amount to be added to Tier 1 Rate)	\$29.83	
CHARGES AND ASSESSMENTS (Payments in addition to Rates)		
P.L. 102-575 Surcharge (Restoration Fund Payment) [Section 3407(d)(2)(A)]	\$10.91	
P.L. 106-377 Assessment (Trinity Public Utilities District) [Appendix B, Section 203]	\$0.12	

EXPLANATORY NOTES

The Contractor has not projected any delivery of M&I Water for the 2020 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 revised as follows: 2006 = 0 AF; 2011 = 0 AF; 2017 = 0 AF; which 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>

JL 3/20/20

Exhibit C^a

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

Unpaid Construction Cost from the 2020 Water Rate Books*

Contractor: The West Side Irrigation District
Facility: Delta-Mendota Canal
Contract: 7-07-20-W0045-LTR1-P

Irrigation Construction Cost (2020 Irrigation Ratebook, Schedule A-2Ba)			
	Unpaid Cost		Discount
Construction Cost	~ \$	335,513	
2019 Repayment (Estimate) **			
Adjusted Construction Cost	\$	335,513	\$ 325,650
Intertie Construction Cost (N/A):	\$	24,850	\$ 22,256
Total	\$	360,363	\$ 347,906
If Paid in Installments (Used 20 yr CMT)			
Due****			
Payment 1	9/1/2020		\$ 88,067
Payment 2	9/1/2021		\$ 88,067
Payment 3	9/1/2022		\$ 88,067
Payment 4 ~~~	9/1/2023		\$ 88,067
Total Installment Payments			\$ 352,266
20 yr CMT Rates - 04/28/2020 (to be adjusted to effective date of contract)®			
			1.000%
Discount Rate (1/2 of the Treasury Rate per the WIIN Act, Section 4011(a)(2)(A))			
			0.500%

M&I Construction Cost (2020 M&I Ratebook, Sch A-2Ba)	
	Unpaid Cost
Construction Cost:	~ \$ -
2019 Repayment (Estimate) **	
Adjusted Construction Cost***:	\$ -

Calculation Support: Irrigation Lump Sum or First Payment**** 9/1/2020
Days Until the End of the Fiscal Year 29

Fiscal Yr	Unpaid Allocated Construction Cost			Unpaid Intertie Construction Cost			Total
	Beginning Balance	Straight Line Repayment	Present Value	Beginning Balance	Straight Line Repayment	Present Value	Present Values
2020	\$ 335,513	\$ 30,501	\$ 30,337	\$ 24,850	\$ 565	\$ 562	\$ 30,899
2021	\$ 305,012	\$ 30,501	\$ 30,198	\$ 24,285	\$ 565	\$ 559	\$ 30,758
2022	\$ 274,511	\$ 30,501	\$ 30,048	\$ 23,720	\$ 565	\$ 556	\$ 30,605
2023	\$ 244,009	\$ 30,501	\$ 29,899	\$ 23,156	\$ 565	\$ 554	\$ 30,452
2024	\$ 213,508	\$ 30,501	\$ 29,750	\$ 22,591	\$ 565	\$ 551	\$ 30,301
2025	\$ 183,007	\$ 30,501	\$ 29,602	\$ 22,026	\$ 565	\$ 548	\$ 30,150
2026	\$ 152,506	\$ 30,501	\$ 29,455	\$ 21,461	\$ 565	\$ 545	\$ 30,000
2027	\$ 122,005	\$ 30,501	\$ 29,308	\$ 20,897	\$ 565	\$ 543	\$ 29,851
2028	\$ 91,504	\$ 30,501	\$ 29,162	\$ 20,332	\$ 565	\$ 540	\$ 29,702
2029	\$ 61,002	\$ 30,501	\$ 29,017	\$ 19,767	\$ 565	\$ 537	\$ 29,555
2030	\$ 30,501	\$ 30,501	\$ 28,873	\$ 19,202	\$ 565	\$ 535	\$ 29,407
2031-63				\$ 18,638	\$ 18,638	\$ 16,227	\$ 16,227
Total, Lump Sum Payment			\$ 325,650			\$ 22,256	\$ 347,906

Amount of Reduction, Lump Sum \$ 9,863 \$ 2,594 \$ 12,457

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

** 2019 Repayment is based on a conservative estimate. If not sufficient, the remainder will be billed.

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

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

~ M&I Credit from Schedule A-2Ba has been applied to Irrigation Unpaid Amount.

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

~~~ Final Payment made in installments must be repaid by this date.

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**BYRON-BETHANY IRRIGATION DISTRICT**  
**STAFF REPORT**

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**DATE:** 24 SEPTEMBER, 2020  
**TO:** BOARD OF DIRECTORS  
**FROM:** RICK GILMORE, GENERAL MANAGER  
**SUBJECT:** CONSIDER PAYING OFF THE DISTRICT'S FINANCIAL  
OBLIGATION REGARDING THE DELTA HABITAT  
CONSERVATION AND CONVEYANCE PLAN.

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**BACKGROUND:**

In March of 2009, the San Luis & Delta-Mendota Water Authority (SLDMWA) entered into a partnership with the California Department of Water Resources (DWR), the United States Bureau of Reclamation (USBR), and the State Water Contractors (SWC), for the Initial Planning, Preliminary Design, and Environmental Documentation of the Delta Habitat Conservation and Conveyance Plan (DHCCP) through the execution of a Memorandum of Agreement between the agencies.

The work had been estimated at approximately \$140 million of which 50% was to be recovered from the federal portion consisting of both USBR and SLDMWA. Bond financing was secured to cover the federal share of the costs. In 2013, a refunding occurred. SLDMWA is currently exploring a 2020 refunding, the District's portion of the Debt Service is approximately \$695,332. In lieu of refunding, the District can save approximately \$211,000 as outlined below:

|                                     |              |
|-------------------------------------|--------------|
| Debt Service before 2020 refunding: | \$695,332.00 |
| Debt Service after 2020 refunding:  | \$621,180.00 |
| Debt Service Prepayment:            | \$483,579.00 |

Revenue for Debt Service Prepayment would be from the DHCCP Reserve Account.

**RECOMMENDATION:**

The General Manager respectfully requests the Board of Directors authorize staff to proceed with Debt Service Prepayment of the DHCCP.



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**BYRON-BETHANY IRRIGATION DISTRICT  
STAFF REPORT**

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**DATE:** 24 SEPTEMBER, 2020  
**TO:** BOARD OF DIRECTORS  
**FROM:** RICK GILMORE, GENERAL MANAGER  
**SUBJECT:** VEHICLE REPLACEMENT

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**BACKGROUND:**

The District has three pick-up trucks meeting the criteria for replacement. Two units for the Tracy/West Side service area and one unit operating in Byron.

While reviewing quotes, the District is investigating the purpose of purchasing Ford Rangers in lieu of the standard pick-up truck. Ford's fleet price concession continues to be favorable. Unit price is \$30,726.54 for the F-150 and \$26,881.03 for the Ford Ranger.

**RECOMMENDATION:**

The General Manager respectfully requests the Board of Directors authorize the purchase of three replacement vehicle for an amount not to exceed \$92,300.00