

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

CONTRACT No. 14-06-200-701-A

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND THE  
TRANQUILLITY IRRIGATION DISTRICT PROVIDING FOR WATER SERVICE AND  
FOR ADJUSTMENT AND SETTLEMENT OF CERTAIN CLAIMED WATER RIGHTS

Table of Contents

<u>Article No.</u>	<u>Item</u>	<u>Page No.</u>
	Preamble	1
	Explanatory Recitals	1- 3
1	Definitions	4- 5
2	Term of Contract	5- 6
3	Water to be Furnished to the District	6-10
4	Time for Delivery of Water	10-11
5	Rate and Method of Payment for Water	11-12
6	Adjustments	12-13
7	Points of Delivery, Maintenance of Flows and Levels, Measurement and Responsibility for Distribution of Water	13-15
8	United States Not Liable for Water Shortage	15-18
9	Municipal, Industrial, and Domestic Use of Water Furnished to District	18-20
10	Quality of Water	20-22
11	Drainage Studies and Facilities	22-23
12	Water Rights Settlement	23
13	Access to Fresno Slough	23
14	Charges and General Obligation--Levies Therefor	23-24
15	All Benefits Conditioned Upon Payment	24-25
16	Refusal of Water in Case of Default	25
17	Penalty for Delinquent Payments	26
18	Books, Records, and Reports	26
19	Changes in District Organization	26-27
20	Lands Not to Receive Water Furnished to District by United States Until Owners Thereof Execute Certain Contracts	27-28
21	Valuation and Sale of Excess Lands	28-31
22	Excess Lands	31-33
23	Amendment of Federal Reclamation Laws	34
24	Water Acquired by District Other Than From the United States	34-36

Table of Contents (Cont'd)

<u>Article No.</u>	<u>Item</u>	<u>Page No.</u>
25	Contingent on Appropriation or Allotment of Funds	36-37
26	Officials Not to Benefit	37
27	Notices	37-38
28	Assignment Limited--Successors and Assigns Obligated	38
29	Remedies Under Contract Not Exclusive--Waivers	38
30	Determinations	39
31	Rules and Regulations	39
32	Assurance Relating to Validity of Contract	39-40

1  
2  
3  
4  
5  
6  
7  
8  
9  
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11  
12  
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THIS CONTRACT, made this 23<sup>d</sup> day of December  
1963, in pursuance generally of the Act of June 17, 1902  
(32 Stat. 388), and acts amendatory thereof or supplementary  
thereto, all collectively hereinafter referred to as the Federal  
reclamation laws, between THE UNITED STATES OF AMERICA, herein-  
after referred to as the United States, and the TRANQUILLITY  
IRRIGATION DISTRICT, hereinafter referred to as the District, a  
political subdivision of the State of California, duly organized,  
existing, and acting pursuant to the laws thereof, with its  
principal place of business in Tranquillity, California,

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the United States is constructing and operating  
the Central Valley Project, California, for the purpose, among  
others, of furnishing water for irrigation, municipal, domestic, and  
other beneficial uses; and

1           WHEREAS, the United States has constructed the Delta-Mendota  
2 Canal which will be operated and used, in part, for the furnishing of  
3 water to the District pursuant to the terms of this contract; and

4           WHEREAS, investigations of the District lands and present  
5 water supply indicate that irrigated and irrigable lands within the  
6 boundaries of the District are at present in need of additional water  
7 for irrigation, and that an additional water supply to meet these  
8 present and potential needs can be made available by and through the  
9 works constructed and to be constructed by the United States; and

10           WHEREAS, the District desires to contract, pursuant to  
11 the Federal reclamation laws and the laws of the State of California,  
12 for the furnishing by the United States of a supplemental water  
13 supply from the Central Valley Project for which the District will  
14 make payment to the United States upon the basis, at the rates, and  
15 pursuant to the conditions hereinafter set forth; and

16           WHEREAS, the District on behalf of individuals owning  
17 lands lying within the District adjacent to Fresno Slough has  
18 asserted claims that the construction and operation of the Central  
19 Valley Project has interfered with claimed rights in and to the use  
20 of the waters of the San Joaquin River by impairing the quantity  
21 thereof, and the District is authorized and willing to accept an  
22 annual delivery of twenty thousand two hundred (20,200) acre-feet

1 of water from Mendota Pool as an adjustment and settlement of  
2 these asserted claims; and

3           WHEREAS, in the interest of conservation of water by  
4 avoiding high conveyance losses incurred in using its Kings River  
5 water the District has entered into an agreement entitled  
6 "Tranquillity-Kings River Water and Storage Agreement," whereby  
7 certain other Kings River water users will be entitled to utilize  
8 the yield of the District's right to Kings River water concurrently  
9 with the term of this contract; and

10           WHEREAS, the District desires, in these circumstances,  
11 to purchase a firm supply of Central Valley Project water; and

12           WHEREAS, investigations of the streamflow in the  
13 Sacramento River, the Trinity River, the American River, and the  
14 San Joaquin River and their tributaries indicate that there will  
15 be available for furnishing to the District from the Delta-Mendota  
16 Canal, a feature of the Central Valley Project, an additional  
17 water supply for surface diversion and direct application for  
18 irrigation; and

19           WHEREAS, the United States is willing to furnish water  
20 service to the District from Mendota Pool, subject to the terms  
21 and conditions following;

22           NOW, THEREFORE, in consideration of the mutual and  
23 dependent covenants herein contained, it is mutually agreed as follows:



1 (g) "municipal, industrial, and domestic use" shall mean  
2 use of water other than for agricultural use.

3 TERM OF CONTRACT

4 2. This contract shall be effective on the date first herein-  
5 above written and insofar as it pertains to the furnishing of  
6 supplemental water shall remain in effect for a period of forty (40)  
7 years: Provided, That under terms and conditions mutually agreeable  
8 to the parties hereto, renewals of this contract for furnishing of  
9 supplemental water may be made for successive periods not to exceed  
10 forty (40) years each. The terms and conditions of each renewal  
11 shall be agreed upon not later than one (1) year prior to the expira-  
12 tion of the then existing contract: Provided further, That upon  
13 written request by the District of the Secretary not later than one (1)  
14 year prior to expiration of this contract, whenever, account being  
15 taken of the amount then credited to the costs of construction of  
16 water supply works allocated to irrigation, the remaining amount of  
17 costs so allocated which is properly assignable for ultimate return  
18 by the District as established by the Secretary of the Interior  
19 pursuant to (3) of Section 1 of Public Law 643 (70 Stat. 483)  
20 probably can be repaid to the United States within the term of a  
21 contract under subsection (d), Section 9 of the 1939 Reclamation  
22 Project Act (53 Stat. 1187), this contract insofar as it pertains

1 to the furnishing of supplemental water for agricultural use may  
2 be converted to a contract under said subsection (d) upon terms  
3 and conditions mutually agreeable to the United States and the  
4 District.

5 WATER TO BE FURNISHED TO THE DISTRICT

6 3. (a) Each year, commencing with the year following that in  
7 which this contract is executed, the United States shall furnish to  
8 the District twenty thousand two hundred (20,200) acre-feet of  
9 Schedule 2 water at times and in quantities called for as provided in  
10 subdivision (a) of Article 4 hereof under the following basic table:

11	<u>Month</u>	<u>Quantities in Acre-feet</u>
12	January	0
13	February	400
14	March	1,300
15	April	2,900
16	May	4,700
17	June	6,900
18	July	3,400
19	August	400
20	September	200
21	October	0
22	November	0
23	December	0:



1 Provided, That in any year when (1) the forecasted full natural  
2 inflow to Shasta Lake for the current water year (October 1 of the  
3 preceding year through September 30 of the current year), as such  
4 forecast is made by the United States, on or before February 15,  
5 and reviewed as frequently thereafter as conditions and information  
6 warrant, is equal to or less than three million two hundred thousand  
7 (3,200,000) acre-feet, or (2) the total accumulated actual defi-  
8 ciencies below four million (4,000,000) acre-feet in the immediately  
9 prior water year or series of successive prior water years, each of  
10 which had inflows of less than four million (4,000,000) acre-feet,  
11 together with the forecasted deficiency for the current water year,  
12 exceed eight hundred thousand (800,000) acre-feet, the United States  
13 shall furnish to the District fifteen thousand seven hundred (15,700)  
14 acre-feet of Schedule 2 water at times and in quantities called for as  
15 provided in subdivision (a) of Article 4 hereof under the following  
16 basic table:

17	<u>Month</u>	<u>Quantities in Acre-feet</u>
18	January	0
19	February	400
20	March	1,300
21	April	2,100
22	May	3,800

1	<u>Month</u>	<u>Quantities in Acre-feet</u>
2	June	5,200
3	July	2,500
4	August	300
5	September	100
6	October	0
7	November	0
8	December	0:

9 For the purpose of determining (1) and (2) set out above, the  
10 computed inflow to Shasta Lake under present upstream development  
11 above Shasta Lake shall be used as the full natural inflow to Shasta  
12 Lake. In the event that major construction occurs above Shasta Lake  
13 after the date of this contract which materially alters the present  
14 regimen of the stream systems contributing to Shasta Lake, the  
15 computed inflow to Shasta Lake will be adjusted to eliminate the  
16 effect of such material alterations. The United States will select  
17 the forecast to be used and will submit the details of the forecast  
18 to the District. The same forecasts used by the United States for  
19 the operation of the Project shall be used to make the forecasts  
20 hereunder. Schedule 2 water made available by the United States  
21 for furnishing to the District in accordance with the aforesaid  
22 schedule and not accepted by the District shall be deemed to have

1 been accepted by the District at the time and in the quantities  
2 specified in said schedule.

3 (b) Commencing with the year following that in which  
4 this contract is executed and each year thereafter during the  
5 remainder of the term of this contract, the United States shall  
6 furnish to the District and the District shall accept and pay for  
7 thirteen thousand eight hundred (13,800) acre-feet of supplemental  
8 water from Mendota Pool at the times and in the quantities speci-  
9 fied in the schedule submitted by the District in accordance with  
10 subdivision (a) of Article 4 hereof: Provided, That the parties  
11 hereto may at any time or times by mutual agreement increase or  
12 decrease the quantity of supplemental water required thereafter  
13 to be furnished each year to the District by the United States  
14 during the remaining years of the term of this contract.

15 (c) To the extent that additional Project water is  
16 available, as determined by the Contracting Officer, and in the  
17 event the District in any year requires a quantity of supplemental  
18 water in addition to the quantity it is obligated to accept and  
19 pay for, such additional water shall be furnished by the United  
20 States in accordance with a schedule revision submitted pursuant  
21 to Article 4. The furnishing by the United States and acceptance  
22 by the District of such additional quantities of water shall

1 neither entitle nor obligate the District to receive such quantities  
2 in subsequent years.

3 (d) If in any year, after the Contracting Officer has  
4 approved a schedule or any revision thereof submitted by the District  
5 pursuant to Article 4 hereof, the United States is unable to furnish  
6 any portion of supplemental water in the quantities and at the times  
7 requested in the schedule and the District does not elect to receive  
8 and does not receive such water at other times during such year, the  
9 District shall be entitled to an adjustment as provided in Article 6.

TIME FOR DELIVERY OF WATER

10 4. (a) Before January 1 of each year the District shall submit  
11 a schedule in writing to the Contracting Officer subject to the  
12 provisions of Article 3 hereof and satisfactory to the Contracting  
13 Officer, indicating the desired times and quantities for the delivery  
14 of all water pursuant to this contract during such year. In such  
15 schedule or revision thereof, the District may reallocate the quan-  
16 tities of Schedule 2 water for the months of February through June  
17 appearing in the applicable table in subdivision (a) of Article 3  
18 hereof so long as the total for such months does not thereby exceed  
19 the total for such months in that table. Within the provisions  
20 hereof the United States shall attempt to deliver such water in  
21 accordance with said schedule or any revision thereof satisfactory  
22 to the Contracting Officer submitted by the District within a

1 reasonable time before the desired change of times or quantities, or  
2 both, for delivery, subject to the provisions of subdivision (b)  
3 of Article 8 hereof: Provided, That the United States shall not be  
4 obligated to deliver water to the District during the months of  
5 December and January.

6 (b) With the written consent of the Contracting Officer  
7 the District may exchange supplemental water in any year with any  
8 other district which has contracted with the United States for water  
9 for irrigation from the Delta-Mendota Canal or Mendota Pool, or both,  
10 of the Central Valley Project. No supplemental water shall be sold or  
11 otherwise disposed of for use outside the District without the written  
12 consent of the Contracting Officer.

13 RATE AND METHOD OF PAYMENT FOR WATER

14 5. (a) On or before December 15 of each year the Contracting  
15 Officer shall furnish to the District written notice of the rate of  
16 payment to be made by the District for supplemental water to be  
17 delivered pursuant to this contract during the ensuing year, but in  
18 no event shall the rate so announced be in excess of Three Dollars  
19 and Fifty Cents (\$3.50) per acre-foot.

20 (b) The District shall make payments to the United States  
21 each year at the rate fixed as provided in subdivision (a) of this  
22 article for the quantity of supplemental water which the District is  
23 required to accept and pay for during such year pursuant to the pro-  
24 visions of Article 3 hereof. Prior to the delivery of supplemental  
25 water but no later than February 15 the District shall pay

1 one-half (1/2) of the amount payable for said water scheduled for  
2 the year and shall pay the remainder of the amount payable for  
3 said water at the time the quantity of water furnished to the  
4 District equals the quantity for which payment has been made, but in  
5 no event later than July 1 or such other later date or dates of the  
6 respective year as may be specified by the Contracting Officer in  
7 a written notice to the District. Supplemental water requested by  
8 the District in excess of the quantity it has scheduled shall be  
9 paid for in full at the time or times such requests are made.

10 (c) In event the District is unable, fails, or refuses  
11 to accept delivery of the quantities of water available for delivery  
12 to and required to be accepted or paid by it pursuant to this con-  
13 tract or in the event the District in any year fails to submit a  
14 schedule for delivery as provided in subdivision (a) of Article 4  
15 hereof, said inability, failure, or refusal shall not relieve the  
16 District of its obligation to pay for said water and the District  
17 agrees to make payment therefor in the same manner as if said water  
18 had been delivered to and accepted by it in accordance with this  
19 contract.

20 ADJUSTMENTS

21 6. The amount of any overpayment by the District by reason of  
22 the quantity of supplemental water actually available for the District

1 during any year, as conclusively determined by the Contracting  
2 Officer, having been less than the quantity of such water which  
3 the District otherwise under the provisions of this contract would  
4 have been required to receive and pay for shall be applied first to  
5 any accrued indebtedness arising out of this contract then due and  
6 owing to the United States by the District and any amount of such  
7 overpayment then remaining shall, at the option of the District,  
8 be refunded to the District or credited upon amounts to become due  
9 to the United States from the District under the provisions hereof  
10 in the ensuing year.

11 POINTS OF DELIVERY, MAINTENANCE OF FLOWS AND LEVELS,  
MEASUREMENT AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

12 7. (a) The water to be furnished to the District pursuant to  
13 this contract shall be delivered from Mendota Pool at diversion  
14 points mutually agreed upon by the Contracting Officer and the  
15 District.

16 (b) All water furnished pursuant to this contract shall be  
17 measured by the United States at the points of delivery established  
18 pursuant to subdivision (a) of this article with equipment installed,  
19 operated, and maintained by the United States. Upon the request of  
20 the District the accuracy of such measurements shall be investigated  
21 by the Contracting Officer and any errors appearing therein adjusted.

1           (c) The United States shall not be responsible for the  
2 control, carriage, handling, use, disposal, or distribution of  
3 water which may be furnished at the delivery points established  
4 pursuant to subdivision (a) of this article, nor for claim of  
5 damage of any nature whatsoever, including but not limited to  
6 property damage, personal injury or death, arising out of or  
7 connected with the control, carriage, handling, use, disposal, or  
8 distribution of such water beyond such delivery points: Provided,  
9 That the United States reserves the right to the use of all waste,  
10 seepage, and return-flow water derived from supplemental water  
11 furnished to the District hereunder which escapes or is discharged  
12 beyond the District's boundaries and nothing herein shall be  
13 construed as an abandonment or a relinquishment by the United States  
14 of the right to use any such water, but this shall not be construed  
15 as claiming for the United States any right, as waste, seepage,  
16 or return flow, to water being used pursuant to this contract for  
17 surface irrigation or underground storage within the District's  
18 boundaries by the District or those claiming by, through, or under  
19 the District.

20           (d) The United States may temporarily discontinue or  
21 reduce the quantity of water to be furnished to the District as  
22 herein provided for the purpose of such investigation, inspection,



1 maintenance, repair, or replacement as may be reasonably necessary  
2 of any of the Project facilities used for the furnishing of water to  
3 the District or any part thereof, but so far as feasible the United  
4 States shall give the District due notice in advance of such tempo-  
5 rary discontinuance or reduction, except in case of emergency, in  
6 which case no notice need be given. In the event of any such dis-  
7 continuance or reduction, upon the resumption of service to the  
8 extent it may be possible to do so and within the ability of the  
9 District to accept the same, the United States shall deliver the  
10 quantity of water which would have been furnished to the District  
11 in the absence of such contingency.

12 (e) The right to the beneficial use of supplemental water  
13 furnished to the District pursuant to the terms of Article 3 and  
14 other applicable provisions of this contract and any renewal thereof,  
15 insofar as the renewal relates to the furnishing of water for  
16 agricultural use, shall not be disturbed so long as the District  
17 shall fulfill all of its obligations under this contract and any  
18 such renewal.

19 UNITED STATES NOT LIABLE FOR WATER SHORTAGE

20 8. (a) There may occur at times during any year a shortage  
21 in the quantity of water available for furnishing to the District  
22 through and by means of the Project, but in no event shall any

1 liability accrue against the United States or any of its officers,  
2 agents, or employees for any damage, direct or indirect, arising  
3 from a shortage on account of errors in operation, drought, or  
4 other causes. In any year in which there may occur a shortage  
5 from any cause, the United States will furnish Schedule 2 water in  
6 accordance with Article 3 hereof and reserves the right to apportion  
7 the available supplemental water supply among the District and  
8 others entitled under the then existing contracts to receive water  
9 from the Delta-Mendota Canal or Mendota Pool, or both, in accordance  
10 with conclusive determinations of the Contracting Officer, as  
11 follows:

12 (i) A determination shall be made of the total  
13 quantity of supplemental water agreed to be accepted during  
14 the respective year under all contracts then in force for  
15 the delivery of water from the Delta-Mendota Canal or Mendota  
16 Pool, or both, the quantity so determined being hereinafter  
17 referred to as the contractual commitments;

18 (ii) A determination shall be made of the total  
19 quantity of water from the Delta-Mendota Canal or Mendota  
20 Pool, or both, which is in excess of the quantity necessary  
21 to meet the requirements of the Amended Contract for Exchange  
22 of Waters, No. Ilr-1144, dated March 17, 1956, and which is

1 available for meeting the contractual commitments, the quantity  
2 so determined being hereinafter referred to as the available  
3 supply;

4 (iii) The total quantity of supplemental water agreed  
5 to be furnished to the District by the United States during the  
6 respective year under Article 3 hereof shall be divided by the  
7 contractual commitments, the quotient thus obtained being here-  
8 inafter referred to as the District's contractual entitlement;  
9 and

10 (iv) The available supply shall be multiplied by the  
11 District's contractual entitlement and the result shall be the  
12 quantity of supplemental water required to be delivered by the  
13 United States to the District for the respective year.

14 Insofar as determined by the Contracting Officer to be practicable,  
15 in the event a shortage appears probable the United States shall  
16 notify the District of such determination in advance of the irrigation  
17 season.

18 (b) In the event that in any year there is delivered to  
19 the District, by reason of any shortage or apportionment as provided  
20 in subdivision (a) of this article or any discontinuance or reduction  
21 of service as set forth in subdivision (d) of Article 7 hereof, less  
22 than the quantity of supplemental water which the District otherwise

1 would be entitled to receive, there shall be made an adjustment on  
2 account of the amounts paid to the United States by the District for  
3 water for said year in a manner similar to that provided for in  
4 Article 6 hereof. To the extent of such deficiency, such adjustment  
5 shall constitute the sole remedy of the District or anyone having  
6 or claiming to have by, through, or under the District the right to  
7 the use of any of the water supply provided for herein.

8 (c) The rights of the District to supplemental water under  
9 this contract are subject to the terms of the Amended Contract for  
10 Exchange of Waters, No. Ilr-1144, dated March 17, 1956.

11 MUNICIPAL, INDUSTRIAL, AND DOMESTIC USE OF WATER  
FURNISHED TO DISTRICT

12 9. (a) Supplemental water furnished in accordance with  
13 Article 3 of this contract is for agricultural use but may be fur-  
14 nished by the District for municipal, industrial, and domestic use  
15 subject to the terms and conditions hereinafter stated.

16 (b) Within thirty (30) days after a statement therefor  
17 has been furnished to the District by the United States, the District  
18 shall pay for the quantity of supplemental water so used for municipal,  
19 industrial, and domestic purposes at a rate per acre-foot equal to  
20 the difference between the rate paid for said water for agricultural  
21 use and Ten Dollars (\$10).

1           (c) Supplemental water furnished by the District  
2 pursuant to this article shall be measured by the District with  
3 equipment installed, operated, and maintained by the District.  
4 Said equipment and its installation, service, and use shall be  
5 approved by the Contracting Officer. The United States shall  
6 have full and reasonable access at all reasonable times to inspect  
7 said measuring equipment for the purpose of determining the accuracy  
8 and condition thereof, and any errors in measurement disclosed by  
9 said inspection shall be adjusted. If said facilities are found to  
10 be defective or inaccurate they shall be readjusted, repaired, or  
11 replaced by the District. In the event the District neglects or  
12 fails to make such repairs or replacements within a reasonable  
13 time as may be necessary to satisfy the operating requirements of  
14 the Contracting Officer, the United States may cause the repairs or  
15 replacements to be made and the costs thereof charged to the District,  
16 which charge the District shall pay to the United States before  
17 April 1 of the year following that in which the cost was incurred  
18 and a statement thereof furnished by the United States.

19           (d) The District shall maintain, in a manner satisfactory  
20 to the Contracting Officer, records of the quantity of supplemental  
21 water furnished for use pursuant to subdivision (a) of this article  
22 and shall submit a report to the United States before the 7th day

1 of each month following the month in which water is so furnished  
2 showing the quantities of water used.

3 (e) It is understood and agreed that use of water pursuant  
4 to this article shall not be construed in any manner as to constitute  
5 a right or commitment during the term of this contract or any renewal  
6 thereof for delivery of water in addition to that provided pursuant  
7 to Article 3 hereof.

8 QUALITY OF WATER

9 10. (a) The quality of water furnished under this contract  
10 shall be the best that the United States, following its established  
11 operating procedures, can deliver by means of the Delta-Mendota  
12 Canal and shall be at all times suitable irrigation water for use  
13 upon the lands served by the District. The fact that the require-  
14 ments of such water quality are herein stated only in terms of parts  
15 per million of total dissolved solids should not be construed as  
16 meaning that this particular measurement of water quality is the  
17 sole indication of requisite water quality. The best data presently  
18 available on the character of the possible sources of water supply-  
19 ing the Delta-Mendota Canal indicate that as concentration changes  
20 there will be no significant change in the character of the water  
21 with respect to the proportions of the various constituents;  
22 however, if such water meets the following specific requirements it  
23 shall be deemed conclusively to be suitable irrigation water hereunder:

1 (i) Daily: The quality of water shall not exceed  
2 a mean daily value of eight hundred (800) parts per million  
3 of total dissolved solids. The mean daily values are to be  
4 computed by weighting the instantaneous values on the basis of  
5 time of occurrence during each day;

6 (ii) Monthly: The quality of water shall not exceed  
7 a mean monthly value of six hundred (600) parts per million of  
8 total dissolved solids. The mean monthly value is to be computed  
9 by weighting each mean daily value of total dissolved solids on  
10 the basis of the quantity of water delivered each day of the  
11 month;

12 (iii) Annual: The quality of water shall not exceed  
13 a mean annual value during the year of four hundred and  
14 fifty (450) parts per million of total dissolved solids. The  
15 mean annual value is to be computed by weighting each mean  
16 daily value of total dissolved solids on the basis of quantity  
17 of water delivered each day of the year; and

18 (iv) Five-year: The average quality of water for  
19 any five (5) consecutive years shall not exceed a mean value  
20 of four hundred (400) parts per million of total dissolved  
21 solids. The 5-year average shall be computed by weighting  
22 each mean daily value of total dissolved solids on the basis

1 of quantity of water delivered each day of the five (5)  
2 consecutive years ending with the current year.

3 (b) The quality of water delivered from the San Joaquin  
4 River shall be determined at the present location of the Whitehouse  
5 gaging station, and from the Delta-Mendota Canal shall be measured  
6 by a salinity recorder as presently installed in said Canal. The  
7 quality determination made at said gaging station and the rating of  
8 said recorder shall be from bottle samples taken twice each month  
9 from which total dissolved solids will be determined by chemical  
10 analysis. When water is being delivered from the Delta-Mendota  
11 Canal and from the San Joaquin River simultaneously, the quality of  
12 all water so delivered shall be determined by computing the weighted  
13 average quality of all water so delivered. All quality determinations  
14 shall be made by the Contracting Officer.

15 DRAINAGE STUDIES AND FACILITIES

16 11. To aid in determining the source and solution of future  
17 potential drainage problems the District shall, in a manner satis-  
18 factory to the Contracting Officer, maintain a grid of observation  
19 wells and shall furnish annually to the Contracting Officer during  
20 the term of this contract and any renewal thereof records and analyses  
21 of well readings as they relate to potential drainage problems. When  
22 a continuing rise in the ground water indicates the need therefor,



1 the District shall construct drainage works to protect the  
2 irrigability of lands within the District.

3 WATER RIGHTS SETTLEMENT

4 12. Neither the District nor any landowner therein shall divert,  
5 dispose of, or otherwise use San Joaquin water under any claims of  
6 water rights so long as the United States delivers or is ready,  
7 able, and willing to deliver to the District Schedule 2 water in  
8 accordance with the terms of this contract. Performance by the  
9 United States of its obligations hereunder with respect to the  
10 delivery of Schedule 2 water shall release the United States from  
11 liability with respect to such claims.

12 ACCESS TO FRESNO SLOUGH

13 13. To the extent the District has the power to grant such use,  
14 the United States may use the roads within the boundaries of the  
15 District as the same may exist from time to time for ingress and  
16 egress to and from Fresno Slough.

17 CHARGES A GENERAL OBLIGATION--LEVIES THEREFOR

18 14. (a) The District as a whole is obligated to pay to the  
19 United States the charges becoming due as provided in this contract  
20 notwithstanding the default in the payment to the District by  
21 individual water users of assessments, tolls, or other charges  
22 levied by the District.

1           (b) The District will cause to be levied and collected  
2 all necessary assessments, tolls, and other charges, and will use  
3 all of the authority and resources of the District to meet its  
4 obligations hereunder.

5                           ALL BENEFITS CONDITIONED UPON PAYMENT

6           15. Should any assessment or assessments required by the terms  
7 of this contract and levied by the District against any tract of land  
8 or water user in the District and necessary to meet the obligations  
9 of the District thereunder be judicially determined to be irregular  
10 or void, or should the District or its officers be enjoined or restrained  
11 from making or collecting any assessments upon such land or from such  
12 water user as provided for herein, then such tract shall have no right  
13 to any supplemental water furnished to the District pursuant to this  
14 contract, and no supplemental water made available by the United States  
15 pursuant hereto shall be furnished for the benefit of any such lands  
16 or water users, except upon the payment by the landowner of his  
17 assessment or a toll charge for such water, notwithstanding the  
18 existence of any contract between the District and the owner or owners  
19 of such tract. Contracts, if any, between the District and the water  
20 users involving supplemental water furnished pursuant to this contract  
21 shall provide that such use shall be subject to the terms of this  
22 contract. It is further agreed that the payment of charges at the

1 rate and upon the terms and conditions provided for herein is a  
2 prerequisite to the right to the use of supplemental water furnished  
3 to the District pursuant to this contract, and no irregularity in  
4 levying taxes or assessments by the District nor lack of authority  
5 in the District, whether affecting the validity of District taxes  
6 or assessments or not, shall be held to authorize or permit any  
7 water user of the District to demand supplemental water made avail-  
8 able pursuant to this contract, unless charges at the rate and upon  
9 the terms and conditions provided therefor by the District have  
10 been paid by such water user.

11 REFUSAL OF WATER IN CASE OF DEFAULT

12 16. No supplemental water shall be furnished to the District  
13 or by the District to or for the use of any lands or parties therein  
14 during any period in which the District may be in arrears in the  
15 advance payment of charges accruing under this contract. No supple-  
16 mental water shall be furnished to or by the District pursuant to  
17 this contract for lands or parties which are in arrears in the  
18 payment to the District of any assessments, rates, tolls, or rental  
19 charges of the District levied or established by the District and  
20 necessary for the purpose of raising revenues to meet the payment  
21 by the District to the United States of the District's obligation  
22 under this contract.

1 PENALTY FOR DELINQUENT PAYMENTS

2 17. The District shall pay a penalty on installments or  
3 charges which become delinquent computed at the rate of one-half  
4 of one percent per month of the amount of such delinquent install-  
5 ments or charges for each day from the date of such delinquency  
6 until paid: Provided, That no penalty shall be charged to the  
7 District unless such delinquency continues for more than thirty  
8 (30) days.

9 BOOKS, RECORDS, AND REPORTS

10 18. The District shall establish and maintain accounts and  
11 other books and records pertaining to its financial transactions,  
12 land use and crop production, water use, and to such other matters  
13 as the Contracting Officer may require. Reports thereon shall be  
14 furnished to the United States in such form and on such date or  
15 dates as may be required by the Contracting Officer. Each party  
16 shall have the right, during office hours, to examine and make  
17 copies of the other party's books and official records relating  
18 to matters covered by this contract.

19 CHANGES IN DISTRICT ORGANIZATION

20 19. (a) While this contract is in effect and excepting a total of  
21 five hundred (500) acres of inclusions and exclusions, upon prior notice  
22 to the Contracting Officer, no change shall be made in the District,

1 by inclusion or exclusion of lands, by dissolution, consolidation,  
2 or merger or otherwise, except upon the Contracting Officer's  
3 written consent thereto.

4 (b) In the event lands are annexed to or excluded from  
5 the District as provided herein, the parties hereto may by supple-  
6 mental agreement increase or decrease the quantity of supplemental  
7 water which is to be furnished by the United States to the District  
8 and which the District is required to receive and pay for pursuant  
9 to this contract.

10 LANDS NOT TO RECEIVE WATER FURNISHED TO DISTRICT BY UNITED STATES  
UNTIL OWNERS THEREOF EXECUTE CERTAIN CONTRACTS

11 20. (a) No supplemental water made available pursuant to this  
12 contract shall be furnished to any excess lands as defined in Article 22  
13 hereof unless the owners thereof shall have executed valid recordable  
14 contracts in form prescribed by the United States, agreeing to the  
15 provisions of this article and Articles 21 and 22 of this contract;  
16 agreeing to the appraisal provided for in Article 21 hereof and that  
17 such appraisal shall be made on the basis of the actual bona fide  
18 value of such lands at the date of the appraisal without reference  
19 to the construction of the Project, all as hereinafter provided, and  
20 agreeing to the sale of such excess lands under terms and conditions  
21 satisfactory to the Secretary and at prices not to exceed those fixed  
22 as hereinafter provided. No sale of any excess lands shall carry the

1 right to receive supplemental water made available pursuant to  
2 this contract unless and until the purchase price involved in  
3 such sale is approved by the Contracting Officer and upon proof  
4 of fraudulent representation as to the true consideration involved  
5 in such sales, the United States may instruct the District by  
6 written notice to refuse to furnish any supplemental water subject  
7 to this contract to the land involved in such fraudulent sales, and  
8 the District thereafter shall not furnish said water to such lands.

9 (b) If supplemental water furnished to the District  
10 pursuant to this contract reaches the underground strata of excess  
11 land owned by a large landowner, as defined in subdivision (a) of  
12 Article 22 hereof, who has not executed a recordable contract and  
13 the large landowner pumps such supplemental water from the under-  
14 ground, the District will not be deemed to have furnished such  
15 water to said lands within the meaning of this contract if such  
16 water reached the underground strata of the aforesaid excess land  
17 as an unavoidable result of the furnishing of supplemental water  
18 by the District to nonexcess lands or to excess lands with respect  
19 to which a recordable contract has been executed.

20 VALUATION AND SALE OF EXCESS LANDS

21 21. (a) The value of the excess irrigable lands within the  
22 District held in private ownership of large landowners as defined

1 in the next succeeding article hereof, for the purposes of this  
2 contract, shall be appraised in a manner to be prescribed by the  
3 Secretary. At the option of a large landowner, however, the  
4 value of such land may be appraised, subject to the approval thereof  
5 by the Secretary, by three appraisers. One of said appraisers  
6 shall be designated by the Secretary and one shall be designated  
7 by the District and the two appraisers so appointed shall name  
8 the third. If the appraisers so designated by the Secretary and  
9 the District are unable to agree upon the appointment of the third,  
10 the Presiding Justice of the Fifth District Court of Appeal of the  
11 State of California shall be requested to designate the third  
12 appraiser.

13 (b) The following principles shall govern the appraisal:

14 (i) No value shall be given such lands on account of  
15 the existing or prospective possibility of securing supplemental  
16 water from the Project;

17 (ii) The value of improvements on the land at the  
18 time of said appraisal shall be included therein, but also  
19 shall be set forth separately in such appraisal.

20 (c) The excess land of any large landowner shall be  
21 reappraised at the instance of the United States or at the request  
22 of said landowner. The cost of the first two appraisals of each

1 tract of excess land shall be paid by the United States. The  
2 cost of each appraisal thereafter shall be paid by the party  
3 requesting such appraisal.

4 (d) Any improvements made or placed on the appraised  
5 land after the appraisal hereinabove provided for prior to sale  
6 of the land by a large landowner shall be appraised in like manner.

7 (e) Excess irrigable lands sold by large landowners  
8 within the District shall not carry the right to receive supple-  
9 mental water made available pursuant to this contract for such  
10 lands and the District agrees to refuse to furnish such water to  
11 lands so sold until, in addition to compliance with the other  
12 provisions hereof, a verified statement showing the sale price upon  
13 any such sale shall have been filed with the District and said sale  
14 price is not in excess of the appraised value fixed as provided  
15 herein.

16 (f) The District agrees to take all reasonable steps  
17 requested by the Contracting Officer to ascertain the occurrence  
18 and conditions of all sales of irrigable land of large landowners  
19 in the District made subsequent to the execution of this contract  
20 and to inform the United States concerning the same.

21 (g) A true copy of this contract, of each recordable  
22 contract executed pursuant to this article and Articles 20 and 22



1 hereof, and of each appraisal made pursuant thereto shall be  
2 furnished to the District by the United States and shall be  
3 maintained on file in the office of the District and like copies  
4 in such offices of the Bureau of Reclamation as may be designated  
5 by the Contracting Officer and shall be made available for exami-  
6 nation during the usual office hours by all persons who may be  
7 interested therein.

8 EXCESS LANDS

9 22. (a) As used herein the term "excess land" means that  
10 part of the irrigable land within the District in excess of one  
11 hundred and sixty (160) acres held in the beneficial ownership  
12 of any single person; or in excess of three hundred and twenty  
13 (320) acres held in the beneficial ownership of husband and wife  
14 jointly, as tenants in common or by the entirety, or as community  
15 property. The term "large landowner" means an owner of excess  
16 lands and the term "nonexcess land" means all irrigable land  
17 within the District which is not excess land as defined herein.

18 (b) Each large landowner as a further condition precedent  
19 to the right to receive supplemental water made available pursuant  
20 to this contract for any of his excess land shall:

21 (1) Before any supplemental water is furnished by  
22 the District to his excess land, execute a valid recordable

1 contract in form prescribed by the United States, agreeing  
2 to the provisions contained in this article and Articles 20  
3 and 21 hereof and agreeing to dispose of his excess land in  
4 accordance therewith to persons who can take title thereto  
5 as nonexcess land as herein provided and at a price not to  
6 exceed the approved, appraised value of such excess land  
7 and within a period of ten (10) years after the date of  
8 the execution of said recordable contract and agreeing  
9 further that if said land is not so disposed of within  
10 said period of ten (10) years, the Secretary shall have  
11 the power to dispose of said land at the appraised value  
12 thereof fixed as provided herein or such lower price as  
13 may be approved by the owner of such land, subject to the  
14 same conditions on behalf of such large landowner; and  
15 the District agrees that it will refuse to furnish said  
16 water to any large landowner other than for his nonexcess  
17 land until such owner meets the conditions precedent herein  
18 stated;

19 (ii) Within thirty (30) days after the date of  
20 notice from the United States requesting such large land-  
21 owner to designate his irrigable lands within the District  
22 which he desires to designate as nonexcess lands, file in

1 the office of the District, in duplicate, one copy thereof  
2 to be furnished by the District to the Bureau of Reclamation,  
3 his written designation and description of lands so selected  
4 to be nonexcess land and upon failure to do so the District  
5 shall make such designation and mail a notice thereof to  
6 such large landowner, and in the event the District fails  
7 to act within such period of time as the Contracting Officer  
8 considers reasonable, such designation will be made by the  
9 Contracting Officer, who will mail a notice thereof to the  
10 District and the large landowner. The large landowner shall  
11 become bound by any such action on the part of the District  
12 or the Contracting Officer and the District will furnish  
13 said water only to the land so designated to be nonexcess  
14 land. A large landowner may, with the consent of the  
15 Contracting Officer, designate land other than that previ-  
16 ously designated as nonexcess land: Provided, That an  
17 equal acreage of the land previously designated as non-  
18 excess shall, upon such new designation, become excess  
19 land thereafter subject to the provisions of this article  
20 and Articles 20 and 21 of this contract and shall be  
21 described in an amendment of such recordable contract as  
22 may have been executed by the large landowner in the same  
23 manner as if such land had been excess land at the time of  
24 the original designation.



1 water any Schedule 2 water or any other quantity of water acquired  
2 by or available to the District or landowners within the District  
3 other than from the United States.

4 (b) With respect to the distribution facilities or  
5 portions thereof in which mingling is permitted as provided in  
6 subdivision (a) hereof, the District:

7 (i) Will be responsible for the operation and  
8 maintenance of separate outlets from the distribution system  
9 for nonexcess and excess lands as defined in Article 22  
10 hereof. At the request of the Contracting Officer, the  
11 District will be responsible for the installation, operation,  
12 and maintenance of water-measuring equipment at delivery  
13 points to excess lands and, further, will be responsible  
14 for the installation, operation, and maintenance of similar  
15 equipment for measuring the water available to the District  
16 or landowners within the District other than supplemental  
17 water and the Contracting Officer may check and inspect  
18 said equipment at any time;

19 (ii) Agrees that the quantity of supplemental  
20 water furnished to it by the United States during each  
21 24-hour period will be delivered by the District only to  
22 eligible land through aforesaid outlets to eligible lands.

1           The District shall be deemed to be in breach of this  
2           article and Articles 20, 21, and 22 of this contract  
3           if at any time there is furnished to all excess lands  
4           not covered by recordable contracts and served by the  
5           distribution facilities or portions thereof in which  
6           mingling is permitted, a quantity of water which is  
7           greater than the Schedule 2 water and that which the  
8           District or landowners within the District have intro-  
9           duced into said system from the supply available other  
10          than pursuant to this contract. For purposes of this  
11          article only, the quantity of Schedule 2 water for each  
12          24-hour period in any month shall be derived by dividing  
13          the Schedule 2 water for that month by the number of days  
14          in that month: Provided, That in August and September  
15          the District may schedule releases in specific quantities  
16          of supplemental water and Schedule 2 water within the  
17          entitlements for each month.

18                   CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

19          25. The expenditure of any money or the performance of any work  
20          by the United States hereunder which may require appropriation of  
21          money by the Congress or the allotment of funds shall be contingent  
22          upon such appropriation or allotment being made. The failure of the

1 Congress so to appropriate funds or the absence of an allotment  
2 of funds shall not relieve the District from any obligations  
3 then accrued under this contract and no liability shall accrue  
4 to the United States in case such funds are not appropriated or  
5 allotted.

6 OFFICIALS NOT TO BENEFIT

7 26. (a) No Member of or Delegate to Congress or Resident  
8 Commissioner shall be admitted to any share or part of this contract  
9 or to any benefit that may arise herefrom, but this restriction  
10 shall not be construed to extend to this contract if made with a  
11 corporation or company for its general benefit.

12 (b) No official of the District shall receive any benefit  
13 that may arise by reason of this contract other than as a landowner  
14 within the District and in the same manner as other landowners within  
15 the District.

16 NOTICES

17 27. (a) Any notice authorized or required to be given to the  
18 United States shall be deemed to have been given when mailed, postage  
19 prepaid, or delivered to the Regional Director, Region 2, Bureau of  
20 Reclamation, Post Office Box 2511, Sacramento, California 95811.  
21 Any notice authorized or required to be given to the District shall  
22 be deemed to have been given when mailed in a postage-prepaid or

1 franked envelope, or delivered to the Tranquillity Irrigation  
2 District, Post Office Box 277, Tranquillity, California. This  
3 article shall not preclude the effective service of any such  
4 notice or announcement by other means.

5 (b) The designation of the addressee or the address  
6 given above may be changed by notice given in the same manner as  
7 provided in this article for other notices.

8 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

9 28. The provisions of this contract shall apply to and bind  
10 the successors and assigns of the parties hereto, but no assignment  
11 or transfer of this contract or any part or interest therein shall  
12 be valid until approved by the Secretary.

13 REMEDIES UNDER CONTRACT NOT EXCLUSIVE--WAIVERS

14 29. Nothing contained in this contract shall be construed as  
15 in any manner abridging, limiting, or depriving the United States  
16 of any means of enforcing any remedy, either at law or in equity,  
17 for the breach of any of the provisions hereof which it would  
18 otherwise have. Any waiver at any time by either party to this  
19 contract of its rights with respect to a default, or any matter  
20 arising in connection with this contract, shall not be deemed to  
21 be a waiver with respect to any subsequent default or matter.





1 making of this contract and the validity of the provisions thereof;  
2 and this contract shall not be binding on the United States until  
3 said District organization, proceedings, and contract shall have  
4 been so confirmed by a court of competent jurisdiction or pending  
5 appellate action in any court if ground for appeal be laid: Provided,  
6 That nothing herein contained shall require the District to assume  
7 the responsibility of prosecuting judicial review beyond the highest  
8 court of the State of California.

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

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APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY  
*Dave Anderson*  
ASSISTANT REGIONAL SOLICITOR  
DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA  
By *R. J. [Signature]*  
Regional Director, Region 2  
Bureau of Reclamation

(SEAL) Affixed

TRANQUILLITY IRRIGATION DISTRICT  
By *[Signature]*  
President

ATTEST:  
*Lois Johnson*  
Secretary

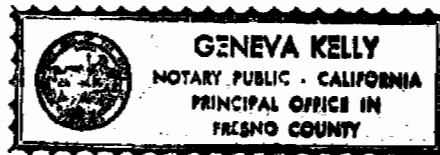
STATE OF CALIFORNIA )  
COUNTY OF FRESNO )

On this 23rd day of December, 1963, before me, GENEVA KELLY, a Notary Public in and for said county and state, residing therein, duly commissioned and sworn, personally appeared R. J. PAFFORD, JR., known to me to be the Regional Director, Region 2, Bureau of Reclamation, Department of the Interior of THE UNITED STATES OF AMERICA, which executed the within CONTRACT PROVIDING FOR WATER SERVICE AND FOR ADJUSTMENT AND SETTLEMENT OF CERTAIN CLAIMED WATER RIGHTS, and known to me to be the person who executed the within contract on behalf of The United States of America, and acknowledged to me that The United States of America executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

*Geneva Kelly*

My Commission Expires:  
June 11, 1965



\* \* \*

STATE OF CALIFORNIA )  
COUNTY OF FRESNO )<sup>SS.</sup>

*JK* On this 20th day of December, 1963, before me, GENEVA KELLY, a Notary Public in and for said county and state, residing therein, duly commissioned and sworn, personally appeared Wm. E. Glotz, known to me to be the President, and Iva Johnson, known to me to be the Secretary of

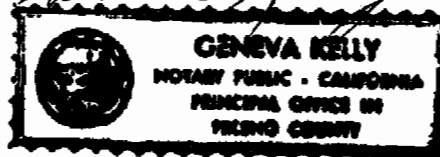
TRANQUILLITY IRRIGATION DISTRICT

the district that executed the within CONTRACT PROVIDING FOR WATER SERVICE AND FOR ADJUSTMENT AND SETTLEMENT OF CERTAIN CLAIMED WATER RIGHTS, and known to me to be the persons who executed the within contract on behalf of the district therein named, and acknowledged to me that such district executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

*Geneva Kelly*

My Commission Expires:  
June 11, 1965





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2. MASTER AGREEMENT RE KINGS RIVER PROJECT, CALIFORNIA (Interior Draft 9/12/63 Rev. R.O. 12/9-1963), including Exhibits "A", "B" and "C" thereto.

3. CONTRACT FOR OPERATION AND MAINTENANCE OF IRRIGATION STORAGE SPACE OF PINE FLAT RESERVOIR (Interior Draft 9/12/63).

4. KINGS RIVER ALLOCATIONS CONTRACT (Interior Draft 9/12/63).

5. TRANQUILLITY-KINGS RIVER WATER AND STORAGE USE AGREEMENT.

6. AGREEMENT AMONG LOWER RIVER UNITS OF KINGS RIVER WATER ASSOCIATION FOR OPERATION UNDER STORAGE CONDITIONS.

and concurrently with the execution by the other parties thereto, to deliver the same to said parties and to receive executed copies thereof on behalf of the Tranquillity Irrigation District.

BE IT FURTHER RESOLVED that said CONVEYANCE AND COVENANTS IN COMPROMISE AND SETTLEMENT OF FRESNO SLOUGH CLAIMS is hereby accepted and said Secretary or Assistant Secretary is hereby authorized to certify this acceptance, which said acceptance shall further authorize the recordation of said Conveyance and Covenants in Compromise and Settlement of Fresno Slough Claims on behalf of the Tranquillity Irrigation District.

- - - - -

The foregoing Resolution was duly adopted at a regularly adjourned meeting of the Board of Directors of the Tranquillity Irrigation District, held at the office of said District, on the 16th day of December, 1963, upon motion of Director Hughes, and seconded by Director Pucheu, upon the following vote:

AYES: Directors Glutz, Pucheu, Hughes  
NOES: Directors None  
ABSENT: Directors None

[Signature]  
Secretary-TRANQUILLITY IRRIGATION DISTRICT

APPROVED: [Signature]  
President.

1 I hereby certify that the foregoing is a true and correct  
2 copy of the Resolution adopted by the Board of Directors of the  
3 Tranquillity Irrigation District at a regularly adjourned meeting  
4 held at the District Office on December 16, 1963.

5 Dated: December 16, 1963.

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*Richard J. Johnson*  
~~Secretary-TRANQUILLITY IRRIGATION DISTRICT~~