

W50D16-1

R.O. Draft 5/10-1968
Rev. W.O. 10-16-68

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

Contract No.
14-06-200-4359A

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND THE
STATE OF CALIFORNIA PROVIDING FOR WATER SERVICE
TO THE MENDOTA WATERFOWL MANAGEMENT AREA

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5 CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND THE
6 STATE OF CALIFORNIA PROVIDING FOR WATER SERVICE
7 TO THE MENDOTA WATERFOWL MANAGEMENT AREA

8 THIS CONTRACT, made this 3 day of April, 1969,
9 in pursuance generally of the Act of June 17, 1902 (32 Stat. 388),
10 and acts amendatory thereof or supplementary thereto, and particu-
11 larly pursuant to the Act of August 27, 1954 (68 Stat. 879), entitled
12 "An Act to authorize works for development and furnishing of water
13 supplies for waterfowl management, Central Valley project, California,
14 and for other purposes.", hereinafter referred to as the Act, between
15 THE UNITED STATES OF AMERICA, hereinafter referred to as the United
16 States, and the STATE OF CALIFORNIA, hereinafter referred to as the
17 State, acting by and through the Department of Fish and Game repre-
18 sented by its Director,

19 WITNESSETH, That:

20 EXPLANATORY RECITALS

21 WHEREAS, the Mendota Waterfowl Management Area, hereinafter
22 referred to as the Waterfowl Management Area, as shown on the map
marked Exhibit "A" attached hereto and by this reference made a part
hereof, owned and operated by the State, is in need of a supply

1 of water, and the State desires to obtain the same from the Central
2 Valley Project; and

3 WHEREAS, Sections 2 and 3 of the Act authorize the
4 Secretary of the Interior to furnish on a nonreimbursable basis
5 water available from Central Valley Project sources for wildlife
6 management purposes substantially in accordance with the recommen-
7 dations set forth in the report of the United States Department of
8 the Interior entitled "Waterfowl Conservation in the Lower San
9 Joaquin Valley, Its Relation to the Grasslands and the Central
10 Valley Project," dated October 1950, which report recommended that
11 a quantity of water not to exceed seven thousand (7,000) acre-feet
12 shall be made available annually from existing Central Valley
13 Project sources; and

14 WHEREAS, Section 6 of the Act authorizes the Secretary of
15 the Interior to contract for delivery of water to public organiza-
16 tions or agencies for use within their boundaries for waterfowl
17 purposes when such water is available at a charge not exceeding
18 the prevailing charge for Class 2 water; and

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

1 WHEREAS, the State claims certain rights to water in
2 Fresno Slough as appurtenant to lands owned by the State adjacent
3 to said Fresno Slough and is willing to accept an annual delivery
4 of one thousand one hundred and forty-three (1,143) acre-feet of
5 water from Mendota Pool as an adjustment and settlement of these
6 claims; and

7 WHEREAS, the United States is willing to furnish water
8 service to the Waterfowl Management Area from Mendota Pool, sub-
9 ject to the terms and conditions following;

10 NOW, THEREFORE, in consideration of the mutual and
11 dependent covenants herein contained, it is agreed as follows:

12 DEFINITIONS

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

15 (a) "Secretary" or "Contracting Officer" shall mean the
16 Secretary of the United States Department of the Interior or
17 his duly authorized representative;

18 (b) "Project" shall mean the Central Valley Project,
19 California, of the Bureau of Reclamation;

20 (c) "Schedule 2 water" shall mean all Project water
21 furnished without charge under the authority of Section 14
22 of the Reclamation Project Act of 1939 (53 Stat. 1187, 1197)

1 as a permanent adjustment and settlement of the State's
2 asserted claims of rights to water in Fresno Slough tribu-
3 tary to the San Joaquin River in fulfillment of such rights
4 pursuant to the contract, No. Ilr-1145, entitled "Contract
5 for Purchase of Miller & Lux Water Rights," dated July 27, 1939;

6 (d) "Section 2 water" shall mean any of the seven thou-
7 sand (7,000) acre-feet of water provided free of charge
8 pursuant to Section 2 of the Act;

9 (e) "Section 6 water" shall mean all water delivered
10 pursuant to Section 6 of the Act; and

11 (f) "Contractual requirements" shall mean the total
12 quantity of water required to be delivered during the respec-
13 tive year

14 (1) to all contractors for the delivery of Project
15 water from Mendota Pool and the Delta-Mendota Canal for
16 agricultural and domestic, municipal, and industrial pur-
17 poses and to the Grassland Water District under the
18 contract, No. 14-06-200-6106, dated September 13, 1956;

19 (2) through the Delta-Mendota Canal to the San
20 Luis Unit of the Project; and

21 (3) to meet the requirements of the amended contract
22 for exchange of waters, No. Ilr-1144, dated March 17, 1956,

1 as amended, and to meet Schedule 2 water of the contract for
2 purchase of Miller & Lux water rights, No. Ilr-1145, dated
3 July 27, 1939.

4 WATER TO BE FURNISHED TO THE STATE

5 2. (a) Each year, commencing with the year following that in
6 which this contract is executed, the United States shall furnish
7 to the State one thousand one hundred and forty-three (1,143) acre-
8 feet of Schedule 2 water at times and in quantities called for as
9 provided in Article 3 hereof: Provided, That in any year when

10 (1) the forecasted full natural inflow to Shasta
11 Lake for the current water year (October 1 of the preceding
12 year through September 30 of the current year), as such
13 forecast is made by the United States on or before February 15
14 and reviewed as frequently thereafter as conditions and infor-
15 mation warrant, is equal to or less than three million two
16 hundred thousand (3,200,000) acre-feet; or

17 (2) the total accumulated actual deficiencies below
18 four million (4,000,000) acre-feet in the immediately prior
19 water year or series of successive prior water years, each
20 of which had inflows of less than four million (4,000,000)
21 acre-feet together with the forecasted deficiency for the
22 current water year, exceed eight hundred thousand (800,000)
23 acre-feet, the United States shall furnish to the State eight

1 hundred and ninety-six (896) acre-feet of Schedule 2 water at
2 times and in quantities called for as provided in Article 3 hereof.
3 For the purposes of determining subsections (1) and (2) of this sub-
4 division (a), the computed inflow to Shasta Lake under present
5 upstream development above Shasta Lake shall be used as the full
6 natural inflow to Shasta Lake. In the event that major construc-
7 tion which occurred above Shasta Lake after September 1, 1963,
8 materially alters the present regimen of the stream systems
9 contributing to Shasta Lake, the computed inflow to Shasta Lake
10 will be adjusted to eliminate the effect of such material altera-
11 tions. The United States will select the forecast to be used and
12 will submit the details of the forecast to the State. The same
13 forecasts used by the United States for the operation of the
14 Project shall be used to make the forecasts hereunder. Schedule 2
15 water made available by the United States for furnishing to the
16 State in accordance with the schedule as provided in Article 3 and
17 not accepted by the State shall be deemed to have been accepted
18 by the State at the time and in the quantities specified in said
19 schedule.

20 (b) Commencing with the year following that in which
21 this contract is executed and each year thereafter, the United

1 States shall furnish to the State seven thousand (7,000) acre-feet
2 of Section 2 water from Mendota Pool at the times and in the
3 quantities specified in the schedule submitted by the State in
4 accordance with Article 3 hereof. Section 2 water made available
5 by the United States for furnishing to the State in accordance
6 with the aforesaid schedule and not accepted by the State shall
7 be deemed to have been accepted by the State at the time and in
8 the quantities specified in said schedule.

9 (c) Commencing with the year following that in which
10 this contract is executed and each year thereafter, the United
11 States shall furnish to the State and the State shall accept and
12 pay for twelve thousand (12,000) acre-feet of Section 6 water
13 from Mendota Pool at the times and in the quantities specified
14 in the schedule submitted by the State in accordance with
15 Article 3 hereof: Provided, That the State may at any time or
16 times by written notice to the Contracting Officer decrease the
17 quantity of Section 6 water required thereafter to be furnished
18 each year to the State by the United States.

19 (d) The State shall not dispose of any water furnished
20 hereunder or permit diversion of such water for use outside the
21 Waterfowl Management Area without the Contracting Officer's
22 written consent thereto.

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

9 TIME FOR DELIVERY OF WATER

10 3. Before January 1 of each year the State shall submit a
11 schedule in writing to the Contracting Officer subject to the
12 provisions of Article 2 hereof and satisfactory to the Contracting
13 Officer, indicating the desired times and quantities for the
14 delivery of all water pursuant to this contract during such year:

15 Provided, That:

16 (a) no Schedule 2 water shall be delivered after June 30;

17 (b) not more than five thousand eight hundred (5,800)
18 acre-feet of Section 2 water shall be delivered after June 30;

19 (c) Section 6 water shall be delivered during the period
20 from September 15 through November 30: Provided, further,
21 That the Contracting Officer and the State by agreement may
22 arrange for delivery at times other than September 15 through
23 November 30; and

1 (d) the United States shall not be obligated to deliver
2 water to the State during the months of December and January.
3 Within the provisions hereof the United States shall attempt to
4 deliver such water in accordance with said schedule or any revision
5 thereof satisfactory to the Contracting Officer submitted by the
6 State within a reasonable time before the desired change of the time
7 or quantity, or both, for delivery, as nearly as may be feasible
8 as conclusively determined by the Contracting Officer.

9 RATE AND METHOD OF PAYMENT FOR WATER

10 4. (a) The rate of payment for Section 6 water furnished
11 pursuant to this contract shall not exceed the prevailing Class 2
12 rate for the Project. Unless the Contracting Officer by written
13 notice before December 15 of any year notifies the State of a
14 change in the Class 2 rate, the rate of payment to be made by the
15 State for Section 6 water to be delivered pursuant to this contract
16 shall be one Dollar and Fifty Cents (\$1.50) per acre-foot. Prior
17 to the delivery of water but not later than September 15 each year,
18 the State shall make payment to the United States for the quantity
19 of Section 6 water to be furnished in that year.

20 (b) No payment shall be required for any Schedule 2 water.

21 (c) No payment shall be required for any Section 2 water.

22 (d) In the event the State in any year is unable, fails,

1 or refuses to accept delivery of the quantities of Section 6 water
2 available for delivery to it and required to be delivered pursuant
3 to a schedule in accordance with Article 3 of this contract, said
4 inability, failure, or refusal shall not relieve the State of its
5 obligation to pay for said water and the State agrees to make pay-
6 ment therefor in the same manner as if said water had been delivered
7 to and accepted by it in accordance with this contract.

8 ADJUSTMENTS

9 5. In the event that the United States delivers less
10 Section 6 water than requested by the State in its schedule, pay-
11 ments made by the State in excess of the amount required to be
12 paid for such water actually delivered to it shall be applied
13 first to any accrued indebtedness arising out of this contract
14 then due and owing to the United States by the State and any amount
15 of such overpayment then remaining shall at the option of the State
16 be refunded to the State or credited upon amounts to become due
17 to the United States from the State under the provisions hereof
18 in the ensuing year. To the extent of such deficiency, such adjust-
19 ment shall constitute the sole remedy of the State or anyone having
20 or claiming to have by, through, or under the State the right to
21 the use of any of the Section 6 water supply provided for herein.

1 POINTS OF DELIVERY--MAINTENANCE OF FLOWS AND LEVELS--
2 MEASUREMENT AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

3 6. (a) The water to be furnished to the State pursuant to
4 this contract will be delivered at points mutually agreed upon by
5 the parties.

6 (b) All water delivered pursuant to this contract shall
7 be measured by the United States at the points of delivery estab-
8 lished pursuant to subdivision (a) of this article and with equip-
9 ment owned, operated, and maintained by the United States. Upon
10 the request of the State, the accuracy of such measurements will
11 be investigated by the Contracting Officer and any errors appearing
12 therein adjusted.

13 (c) No measurement shall be required and no charge shall
14 be made for water entering by gravity from Mendota Pool in the area
15 of fluctuating water as shown on Exhibit A. The State may construct
16 and maintain levees and divide this area into cells for the purpose
17 of preventing the uncontrolled flooding of the area by backwater
18 from Mendota Dam and in order to improve the area for waterfowl
19 purposes by controlling the growth of tules, cattails, and other
20 undesirable aquatic plants. In constructing such levees the State
21 shall provide gated culverts with adequate conveyance capacity to
22 permit free flow from Mendota Pool into and out of each cell. If
on March 1 any of the gated culverts are open, or if at any time

1 during the period March 1 through October 31 of each year any of
2 the gated culverts are opened, such culverts shall be kept open
3 continuously until November 1, unless otherwise approved in writing
4 by the Contracting Officer, so that the water level in the area of
5 fluctuating water will fluctuate freely with the water level of
6 Mendota Pool. Any water which may be pumped from Mendota Pool or
7 from any cell open thereto and any water in a closed cell as a
8 result of the fluctuating level of Mendota Pool and subsequently
9 pumped from such cell shall be considered to be Schedule 2 water,
10 Section 2 water, or Section 6 water furnished under this contract
11 as determined pursuant to Article 3 hereof.

12 (d) The United States shall not be responsible for the
13 control, carriage, handling, use, disposal, or distribution of
14 water which may be furnished at the delivery points established
15 pursuant to subdivision (a) of this article, nor for claim of
16 damage of any nature whatsoever, including but not limited to
17 property damage, personal injury or death, arising out of or
18 connected with the control, carriage, handling, use, disposal or
19 distribution of such water beyond such delivery points: Provided,
20 That the United States reserves the right to all waste, seepage,
21 and return-flow water derived from water furnished to the State
22 hereunder and which escapes or is discharged into Mendota Pool or

1 beyond the Waterfowl Management Area boundaries, and nothing
2 herein shall be construed as an abandonment or a relinquishment
3 by the United States of any such water, but this shall not be
4 construed as claiming for the United States any right, as waste,
5 seepage, or return flow, to water being used pursuant to this
6 contract for surface irrigation, ponding, or underground storage
7 within the Waterfowl Management Area boundaries by the State of
8 those claiming by, through, or under the State.

9 (e) The United States may temporarily discontinue or
10 reduce the quantity of water to be furnished to the State as
11 herein provided for the purposes of such investigation, inspec-
12 tion, maintenance, repair, or replacement of any of the Project
13 facilities as may be necessary for the furnishing of water to the
14 State, or any part thereof, but so far as feasible the United
15 States will give the State due notice in advance of such temporary
16 discontinuance or reduction, except in case of emergency, in which
17 case no notice need be given. When service is resumed, to the
18 extent it may be possible to do so and within the ability of the
19 State to accept it, the United States will deliver the quantity
20 of water which would have been furnished to the State in the
21 absence of such contingency.

1 UNITED STATES NOT LIABLE FOR WATER SHORTAGE

2 7. (a) Notwithstanding any other provision of this contract,
3 the United States shall be obligated to deliver Section 2 water
4 and Section 6 water hereunder only at times and in quantities for
5 which the capacity of Project facilities and the availability of
6 power for pumping are adequate and only in the quantities which are
7 available to it for furnishing the State after providing for con-
8 tractual requirements, all as conclusively determined by the
9 Contracting Officer. In no event shall any liability accrue against
10 the United States or any of its officers, agents, or employees,
11 for any damage, direct or indirect, arising from such a shortage.

12 (b) Insofar as determined by the Contracting Officer to
13 be practicable, in the event a shortage appears probable, the
14 United States will notify the State of such determination in
15 advance of the respective periods of use.

16 USE OF WATER FURNISHED TO STATE

17 8. The State agrees that Section 2 water and Section 6 water
18 furnished to it by the United States pursuant to this contract will
19 be used only for the purpose of sustaining waterfowl, including
20 ponding, domestic use incidental to operation of the management
21 area, and production of crops for feeding within the Waterfowl
22 Management Area. Use of such water for any other purpose
23 requires written consent of the Contracting Officer.

1 WATER RIGHTS SETTLEMENT

2 9. The State shall not divert, dispose of, or otherwise use
3 San Joaquin water under any claim of surface water rights appur-
4 tenant to lands owned by the California Department of Fish and
5 Game known as the Mendota Waterfowl Management Area as shown on
6 the map marked Exhibit A attached hereto so long as the United
7 States delivers or is ready, able, and willing to deliver to the
8 State Schedule 2 water in accordance with the terms of this con-
9 tract. Performance by the United States of its obligations
10 hereunder with respect to the delivery of Schedule 2 water shall
11 release the United States from liability with respect to such
12 claims.

13 ACCESS TO FRESNO SLOUGH

14 10. The United States, its employees, and its agents may
15 use the roads within the boundaries of the Waterfowl Management
16 Area as the same may exist from time to time for the purposes
17 of ingress and egress to and from Fresno Slough.

18 UNITED STATES NOT LIABLE FOR LOSS

19 11. The State hereby releases the United States, its officers,
20 agents, and employees from every claim for damage to persons or
21 property, direct or indirect, arising by reason of the use of
22 water received by the State hereunder; and the United States, its

1 officers, agents, and employees, shall not be liable to the State
2 for damages, direct or indirect therefrom. Nothing contained in
3 this article shall be construed as an assumption of liability by
4 the State in respect to such matters.

5 QUALITY OF WATER

6 12. The operation and maintenance of Project facilities and
7 the construction of new Project facilities for the provisions of
8 Project water under this contract shall be performed in such
9 manner as is practicable to maintain the quality of raw water to
10 be furnished hereunder. The United States is under no obligation
11 to construct or furnish water treatment facilities to maintain or
12 to better the quality of water except to the extent such facilities
13 are expressly referred to elsewhere in this contract as part of
14 the Project facilities to be constructed by the United States
15 pursuant to reclamation law or as otherwise required by law.
16 Further, the United States does not warrant the quality of water
17 to be furnished pursuant to this contract.

18 WATER POLLUTION CONTROL

19 13. The State agrees that it will comply fully with all
20 present and future applicable Federal laws, orders, and regula-
21 tions, and the laws of the State of California, all as adminis-
22 tered by appropriate authorities, concerning the pollution of

1 streams, reservoirs, or water courses with respect to the dis-
2 charge of refuse, garbage, sewage effluent, industrial waste,
3 oil, mine tailings, or other pollutants.

4 CHARGE FOR DELINQUENT PAYMENTS

5 14. The State shall pay a charge on payments which become
6 delinquent computed at the rate of one-half of one percent per
7 month of the amount of such delinquent payments for each day from
8 the date of such delinquency until paid: Provided, That no charge
9 shall be charged to the State unless such delinquency continues for
10 more than thirty days.

11 CHANGES IN BOUNDARIES OF THE WATERFOWL MANAGEMENT AREA

12 15. The State may make inclusion of land to or exclusion of
13 land from the Waterfowl Management Area, in which event the State
14 will immediately notify the Contracting Officer. The State shall
15 not have a right to additional Section 2 water or Section 6 water
16 because of increasing the size of said Management Area.

17 REFUSAL OF SECTION 6 WATER IN CASE OF DEFAULT

18 16. No Section 6 water shall be furnished to the State
19 during any period in which the State may be in arrears in the
20 advance payment of charges accruing under this contract.

21
22

1 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

2 17. The expenditure of any money or the performance of any
3 work by the United States hereunder which may require appropriation
4 of money by the Congress or allotment of funds shall be contingent
5 upon such appropriation or allotment being made. The failure of
6 the Congress so to appropriate funds or the absence of any allot-
7 ment of funds shall not relieve the State from any obligations
8 then accrued under this contract and no liability shall accrue to
9 the United States in case such funds are not appropriated or
10 allotted.

11 OFFICIALS NOT TO BENEFIT

12 18. No Member of or Delegate to Congress, Resident Commis-
13 sioner, or State official shall be admitted to any share or part
14 of this contract or to any benefit that may arise herefrom, but
15 this restriction shall not be construed to extend to this contract
16 if made with a corporation or company for its general benefit.

17 NOTICES

18 19. (a) Any notice authorized or required to be given to
19 the United States shall be deemed to have been given when dupli-
20 cate notices are mailed, postage prepaid, or delivered to the
21 Chief, Fresno Field Division, Bureau of Reclamation, 318 Patterson
22 Building, Fresno, California 93721; and the Regional Director,

1 Region 2, Bureau of Reclamation, Post Office Box 15011, Sacramento,
2 California 95813.

3 (b) Any notice authorized or required to be given to the
4 State shall be deemed to have been given when duplicate notices
5 are mailed in a postage prepaid or franked envelope, or delivered
6 to the State of California, Department of Fish and Game at
7 1234 East Shaw Avenue, Fresno, California 93726; and 722 Capitol
8 Avenue, Sacramento, California 95814.

9 (c) The designation of the addressee or the address
10 given above may be changed by notice given in the same manner as
11 provided in this article for other notices.

12 (d) This article shall not preclude the effective service
13 of any such notice or announcement by other means.

14 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

15 20. The provisions of this contract shall apply to and bind
16 the successors and assigns of the parties hereto, but no assign-
17 ment or transfer of this contract or any part of interest therein
18 shall be valid until approved by the Secretary.

19 COVENANT AGAINST CONTINGENT FEES

20 21. The State warrants that no person or selling agency has
21 been employed or retained to solicit or secure this contract upon
22 an agreement or understanding for a commission, percentage, broker-

1 age, or contingent fee, excepting bona fide employees or bona fide
2 established commercial or selling agencies maintained by the State
3 for the purpose of securing business. For breach or violation of
4 this warranty the United States shall have the right to annul this
5 contract without liability or in its discretion to add to the con-
6 tract repayment obligation or consideration the full amount of
7 such commission, percentage, brokerage or contingent fee.

8 DETERMINATIONS

9 22. (a) Where the terms of this contract provide for action to
10 be based upon the opinion or determination of either party to this
11 contract, whether or not stated to be conclusive, said terms shall
12 not be construed as permitting such action to be predicated upon
13 arbitrary, capricious, or unreasonable opinions or determinations.

14 (b) In the event the State questions any factual deter-
15 mination made by any representative of the Secretary as required in
16 the administration of this contract, any findings as to the facts in
17 dispute thereafter made by the Secretary shall be made only after
18 consultation with the State.

19 (c) Except as otherwise provided herein, the Secretary's
20 decision on all questions of fact arising under this contract shall
21 be conclusive and binding upon the parties hereto.

1 REMEDIES UNDER CONTRACT NOT EXCLUSIVE--WAIVERS

2 23. Nothing contained in this contract shall be construed as
3 in any manner abridging, limiting, or depriving the United States
4 of any means of enforcing any remedy, either at law or equity,
5 for the breach of any of the provisions hereof which it would
6 otherwise have. Any waiver at any time by either party to this
7 contract of its rights with respect to a default, or any matter
8 arising in connection with this contract, shall not be deemed to
9 be a waiver with respect to any subsequent default or matter.

10 BOOKS, RECORDS, AND REPORTS

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

20 CIVIL RIGHTS ACT OF 1964

21 25. The State hereby agrees as follows:

22 (a) To comply with Title VI (Section 601) of the Civil

1 Rights Act of July 2, 1964 (78 Stat. 241) which provides that
2 "No person in the United States shall, on the ground of race,
3 color, or national origin, be excluded from participation in,
4 be denied the benefits of, or be subject to discrimination
5 under any program or activity receiving Federal financial
6 assistance," and to be bound by the regulations of the Depart-
7 ment of the Interior for the effectuation thereof, as set forth
8 in 43 CFR 17.

9 (b) To obligate its subcontractors, subgrantees, trans-
10 ferees, successors in interest, or any other participants
11 receiving Federal financial assistance hereunder, to comply
12 with the requirements of this provision.

13 EQUAL OPPORTUNITY

14 26. (a) During the performance of this contract the State agrees
15 as follows:

16 (1) The State will not discriminate against any
17 employee or applicant for employment because of race, color,
18 religion, sex, or national origin. The State will take affirma-
19 tive action to ensure that applicants are employed, and that
20 employees are treated during employment, without regard to their
21 race, color, religion, sex, or national origin. Such action
22 shall include but not be limited to the following: employment,

1 upgrading, demotion, or transfer; recruitment or recruitment
2 advertising; layoff or termination; rates of pay or other
3 forms of compensation; and selection for training, including
4 apprenticeship. The State agrees to post in conspicuous
5 places, available to employees and applicants for employment,
6 notices to be provided by the Contracting Officer setting
7 forth the provisions of this nondiscrimination clause.

8 (2) The State, in all solicitations or advertise-
9 ments for employees placed by or on behalf of the State, will
10 state that all qualified applicants will receive consideration
11 for employment without regard to race, color, religion, sex,
12 or national origin.

13 (3) The State will send to each labor union or
14 representative of workers with which it has a collective
15 bargaining agreement or other contract or understanding, a
16 notice, to be provided by the agency Contracting Officer,
17 advising the labor union or workers' representative of the
18 State's commitments under Section 202 of Executive Order
19 No. 11246 of September 24, 1965, and shall post copies of
20 the notice in conspicuous places available to employees and
21 applicants for employment.

22

1 (4) The State will comply with all provisions of
2 said Executive Order No. 11246 and of the rules, regulations,
3 and relevant orders of the Secretary of Labor.

4 (5) The State will furnish all information and
5 reports required by Executive Order No. 11246 and by the rules,
6 regulations, and orders of the Secretary of Labor, or pursuant
7 thereto, and will permit access to its books, records, and
8 accounts by the contracting agency and the Secretary of Labor
9 for purposes of investigation to ascertain compliance with
10 such rules, regulations, and orders.

11 (6) In the event of the State's noncompliance with
12 the nondiscrimination clauses of this contract or with any
13 of such rules, regulations, or orders, this contract may be
14 cancelled, terminated, or suspended in whole or in part and
15 the Contractor may be declared ineligible for further Govern-
16 ment contracts in accordance with procedures authorized in
17 Executive Order No. 11246 and such other sanctions may be
18 imposed and remedies invoked as provided in said Executive
19 Order or by rule, regulation, or order of the Secretary of
20 Labor, or as otherwise provided by law.

21 (7) The State will include the provisions of para-
22 graphs (1) through (7) in every subcontract or purchase order

1 unless exempted by rules, regulations, or orders of the
2 Secretary of Labor issued pursuant to section 204 of Execu-
3 tive Order No. 11246 so that such provisions will be binding
4 upon each subcontractor or vendor. The State will take such
5 action with respect to any subcontract or purchase order as
6 the contracting agency may direct as a means of enforcing such
7 provisions including sanctions for noncompliance: Provided,
8 however, That in the event the State becomes involved in, or
9 is threatened with, litigation with a subcontractor or vendor
10 as a result of such direction by the contracting agency, the
11 State may request the United States to enter into such litiga-
12 tion to protect the interests of the United States.

13 RULES AND REGULATIONS

14 27. The Contracting Officer reserves the right to make, after
15 consultation with the State, such rules and regulations consistent
16 with the provisions of this contract, the laws of the United States
17 and the State of California, and to add to or modify them as may be
18 deemed proper and necessary to carry out this contract, and to supply
19 the necessary details of its administration which are not covered by
20 express provisions of this contract. The State agrees to observe
21 such rules and regulations.

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

John Singer
Appd. Sol. Off.

THE UNITED STATES OF AMERICA

By *[Signature]*
Regional Director, Region 2
Bureau of Reclamation

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME

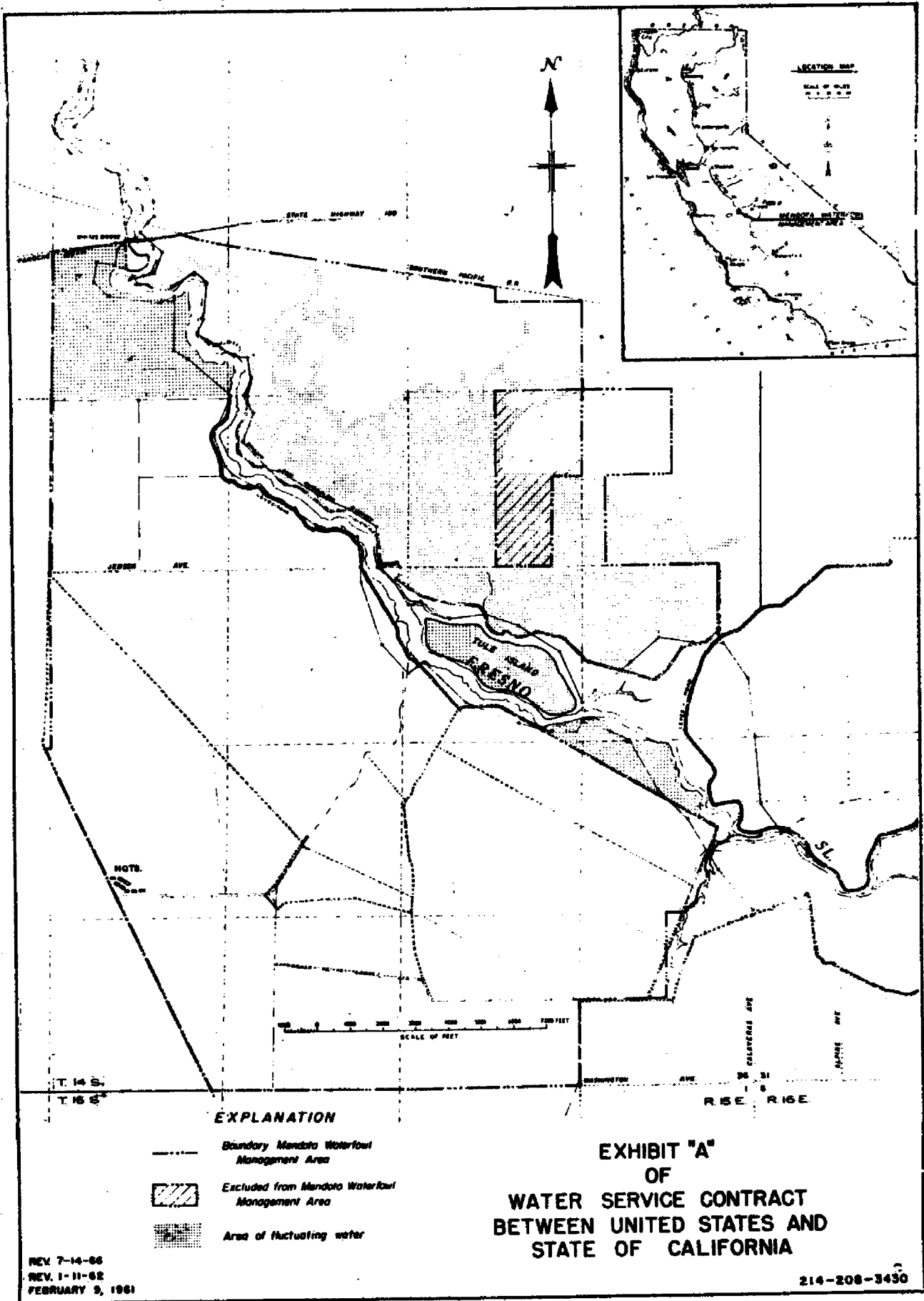
By *[Signature]*
Title Administrative Officer

The officer signing this instrument on behalf of the State of California, Department of Fish and Game, hereby certifies that all conditions for exemption set forth in State Administrative Manual, Section 1201.13, have been complied with and this document is exempt from review by the Department of Finance.

Attest:

Title _____

[Stamp]
POLICY HISTORY *CS*
Department of General Services
APPROVED
MAR 10 1969
By ANDREW R. LOLLI, Director
[Signature]
Chief Counsel



EXPLANATION



- Boundary Mendota Waterfowl Management Area
-  Excluded from Mendota Waterfowl Management Area
-  Area of fluctuating water

EXHIBIT "A"
OF
WATER SERVICE CONTRACT
BETWEEN UNITED STATES AND
STATE OF CALIFORNIA

REV. 7-14-66
 REV. 1-11-62
 FEBRUARY 9, 1961

214-208-3430



**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

REGIONAL OFFICE, REGION 2
2800 COTTAGE WAY
SACRAMENTO, CALIFORNIA 95825

IN REPLY
REFER TO:
832.-

2-440

SURNAME, DATE AND REMARKS	Date	Route To
ACTION TAKEN, NAME and DATE:		

LETTER AGREEMENT

Mr. Ray Arnett, Director
State of California - Resources Agency
Department of Fish and Game
Attention: Mr. James S. Leiby
1416 - 9th Street
Sacramento, California 95814

Dear Mr. Arnett:

Your representatives have indicated that during certain years better operations will result and a more beneficial use can be made of your Section 6 water if deliveries of said supply to the Mendota Waterfowl Management Area can commence on or shortly after September 1 of such a year instead of from September 15, as provided in Article 3 of contract No. 14-06-200-4359A. That Article also provides, "That the Contracting Officer and the State by agreement may arrange for delivery at times other than September 15 through November 30."

Pursuant to your request, delivery of Section 6 water may commence on September 1 of each year provided that such water is available from the Project as determined by the Contracting Officer under the terms of the contract. Payment for the Section 6 water shall be made before delivery of said supply.

If this plan is satisfactory to you, please indicate your concurrence on the duplicate of this letter and return it to us.

Sincerely,

Robert Hammond

In duplicate

State of California
Department of Fish and Game

By *James S. Leiby*
Title ADMINISTRATIVE OFFICER

Date JUN 27 1972

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and that document is exempt from review by the Department of Finance.

By *[Signature]*