

F.O. Draft 1/5-1967  
Rev. R.O. 11/28-1967

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

Contract No.  
14-06-200-3802A

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND  
RECLAMATION DISTRICT NO. 1606 PROVIDING FOR WATER SERVICE AND  
FOR ADJUSTMENT AND SETTLEMENT OF CERTAIN CLAIMED WATER RIGHTS

Table of Contents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
	Preamble	1
	Explanatory Recitals	1- 3
1	Definitions	3- 4
2	Term of Contract--Right to Use of Water	5- 6
3	Water to Be Furnished to the District	6-10
4	Time for Delivery of Water--Resale	10-11
5	Rate and Method of Payment for Water	12-13
6	Adjustments	13
7	Points of Delivery--Measurement and Responsibility for Distribution of Water	14-15
8	United States Not Liable for Water Shortage	15-18
9	Use of Water Furnished to District	18
10	Quality of Water	18-20
11	Water Pollution Control	20-21
12	Drainage Facilities	21
13	Water Rights Settlement	21
14	Access to Fresno Slough	21-22
15	All Benefits Conditioned upon Payment	22
16	Penalty for Delinquent Payments	22
17	Excess Lands	22-23

1 UNITED STATES  
2 DEPARTMENT OF THE INTERIOR  
3 BUREAU OF RECLAMATION  
4 Central Valley Project, California

Contract No.  
14-06-200-3802A

5 CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND  
6 RECLAMATION DISTRICT NO. 1606 PROVIDING FOR WATER SERVICE AND  
7 FOR ADJUSTMENT AND SETTLEMENT OF CERTAIN CLAIMED WATER RIGHTS

8 THIS CONTRACT, made this 17<sup>th</sup> day of April, 1968, in  
9 pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and  
10 acts amendatory thereof or supplementary thereto, all collectively  
11 hereinafter referred to as the Federal reclamation laws, between THE  
12 UNITED STATES OF AMERICA, hereinafter referred to as the United States,  
13 and RECLAMATION DISTRICT NO. 1606, hereinafter referred to as the  
14 District, a political subdivision of the State of California, duly  
15 organized, existing, and acting pursuant to the laws thereof, with  
16 its principal place of business in San Joaquin, California,

17 WITNESSETH, That:

18 EXPLANATORY RECITALS

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

WHEREAS, the United States has constructed the Delta-Mendota  
Canal which will be operated and used, in part, for the furnishing of

1 water to the District from Mendota Pool pursuant to the terms of this  
2 contract; and

3 WHEREAS, most of the lands within the District's boundaries  
4 are also within the boundaries of James Irrigation District and the  
5 water quantities therefor are included in Contract No. 14-06-200-700-A,  
6 CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND THE JAMES IRRIGATION  
7 DISTRICT PROVIDING FOR WATER SERVICE AND FOR ADJUSTMENT AND SETTLEMENT  
8 OF CERTAIN CLAIMED WATER RIGHTS, but additional areas of the District,  
9 as shown on Exhibit A, are outside of James Irrigation District  
10 boundaries and are the lands concerned in this contract; and

11 WHEREAS, the District owns all of the lands concerned in this  
12 contract including those lying adjacent to Fresno Slough as shown on  
13 Exhibit A for which the District claims that the construction and  
14 operation of the Central Valley Project has interfered with its claimed  
15 rights in and to the use of the waters of the San Joaquin River by  
16 impairing the quantity thereof and the District is authorized and  
17 willing to accept an annual delivery of three hundred and forty-two (342)  
18 acre-feet of water from Mendota Pool as an adjustment and settlement of  
19 these asserted claims; and

20 WHEREAS, the District desires to contract, pursuant to the  
21 Federal reclamation laws and the laws of the State of California, for  
22 the furnishing by the United States of a firm supplemental water supply

1 from the Central Valley Project for a designated one hundred and  
2 sixty (160) acres of District-owned land for which the District  
3 will make payment to the United States, upon the basis, at the rates,  
4 and pursuant to the conditions hereinafter set forth; and

5 WHEREAS, investigation of the one hundred and sixty (160)  
6 acres concerned and their present water supply indicate that said  
7 lands are at present in need of additional water for irrigation,  
8 and that an additional water supply to meet the present and potential  
9 needs of said area can be made available by and through the works  
10 constructed by the United States; and

11 WHEREAS, investigations of streamflow in the Sacramento  
12 River, the Trinity River, the American River, and the San Joaquin  
13 River and their tributaries indicate there will be available for  
14 furnishing to the District from Mendota Pool an additional supply  
15 of water for surface diversion and direct application for irrigation; and

16 WHEREAS, the United States is willing to furnish water  
17 service to the District from Mendota Pool;

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

20 DEFINITIONS

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

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

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

6           (c) "Schedule 2 water" shall mean all water delivered  
7 without charge under the authority of Section 14 of the  
8 Reclamation Project Act of 1939 (53 Stat. 1187, 1197) as a  
9 permanent adjustment and settlement of the District's asserted  
10 claims of rights to water in Fresno Slough tributary to the  
11 San Joaquin River in fulfillment of such rights pursuant to  
12 the Contract, Symbol Ilr-1145, Contract for Purchase of  
13 Miller & Lux Water Rights, dated July 27, 1939;

14           (d) "supplemental water" shall mean all Project water in  
15 addition to Schedule 2 water delivered or required to be  
16 delivered under the terms and conditions of this contract;  
17 and

18           (e) "year" shall mean the calendar year.  
19  
20  
21  
22



1 terms and conditions mutually agreeable to the United States and  
2 the District.

3 (b) The right to the beneficial use of supplemental water  
4 furnished to the District pursuant to the terms of this contract and  
5 any renewal hereof shall not be disturbed so long as the District  
6 shall fulfill all of its obligations under this contract and any  
7 such renewal.

8 WATER TO BE FURNISHED TO THE DISTRICT

9 3. (a) Each year, commencing with the year following that in  
10 which this contract is executed, the United States shall furnish to  
11 the District for its lands entitled to receive such water as shown  
12 on Exhibit A, attached hereto and made a part hereof, three hundred and  
13 forty-two (342) acre-feet of Schedule 2 water at times and in  
14 quantities called for as provided in subdivision (a) of Article 4  
15 hereof under the following basic table:

16	<u>Month</u>	<u>Quantities in Acre-Feet</u>
17	January	0
18	February	3
19	March	32
20	April	69
21	May	76
22	June	84

1	<u>Month</u>	<u>Quantities in Acre-Feet</u>
2	July	67
3	August	11
4	September	0
5	October	0
6	November	0
7	December	<u>0</u>
8	Total	342:

9 Provided, That in any year when:

10 (i) 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 forecast  
 13 is made by the United States on or before February 15 and reviewed  
 14 as frequently thereafter as conditions and information warrant,  
 15 is equal to or less than three million two hundred thousand  
 16 (3,200,000) acre-feet; or

17 (ii) 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 of  
 20 which had inflows of less than four million (4,000,000) acre-feet,  
 21 together with the forecasted deficiency for the current water  
 22 year, exceed eight hundred thousand (800,000) acre-feet,

1 the United States shall furnish to the District two hundred and sixty-six  
2 (266) acre-feet of Schedule 2 water at times and in quantities called  
3 for as provided in subdivision (a) of Article 4 hereof under the  
4 following basic table:

5	<u>Month</u>	<u>Quantities in Acre-Feet</u>
6	January	0
7	February	2
8	March	25
9	April	54
10	May	59
11	June	65
12	July	52
13	August	9
14	September	0
15	October	0
16	November	0
17	December	<u>0</u>
18	Total	266

19 For the purpose of determining subsections (i) and (ii) set out  
20 above, the computed inflow to Shasta Lake under present upstream  
21 development above Shasta Lake shall be used as the full natural  
22 inflow to Shasta Lake. In the event that major construction completed

1 above Shasta Lake after September 1, 1963, materially alters the  
2 present regimen of the stream systems contributing to Shasta Lake,  
3 the computed inflow to Shasta Lake will be adjusted to eliminate  
4 the effect of such material alterations. The United States will  
5 select the forecast to be used and submit the details of the forecast  
6 to the District. The same forecasts used by the United States for  
7 the operation of the Project shall be used to make the forecasts  
8 hereunder. Schedule 2 water made available by the United States  
9 for furnishing to the District in accordance with the aforesaid  
10 schedule and not accepted by the District shall be deemed to have  
11 been accepted by the District at the time and in the quantities  
12 specified in said schedule.

13 (b) Commencing with the year following that in which this  
14 contract is executed and each year thereafter during the remainder of  
15 the term of this contract, the United States shall furnish to the  
16 District and the District shall accept and pay for two hundred and twenty-  
17 eight (228) acre-feet of supplemental water from Mendota Pool at the  
18 times and in the quantities specified in the schedule submitted by the  
19 District in accordance with subdivision (a) of Article 4 hereof:  
20 Provided, That the parties hereto may at any time or times by mutual  
21 agreement increase or decrease the quantity of supplemental water  
22 required thereafter to be furnished each year to the District by the  
23 United States during the remainder of the term of this contract.

1           (c) To the extent that additional Project water is available,  
2 as determined by the Contracting Officer, and in the event the District  
3 in any year requires a quantity of supplemental water in addition to  
4 the quantity it is obligated to accept and pay for, such additional  
5 water shall be furnished by the United States in accordance with a  
6 schedule revision submitted pursuant to Article 4. The furnishing by  
7 the United States and acceptance by the District of such additional  
8 quantities of water shall neither entitle nor obligate the District  
9 to receive such quantities in subsequent years.

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

17                           TIME FOR DELIVERY OF WATER—RESALE

18           4. (a) Before January 1 of each year the District shall submit  
19 a schedule in writing to the Contracting Officer subject to the  
20 provisions of Article 3 hereof and satisfactory to the Contracting  
21 Officer, indicating the desired times and quantities for the delivery  
22 of all water pursuant to this contract during such year. In such

1 schedule or revision thereof, the District may reallocate the  
2 quantities of Schedule 2 water for the months of February through  
3 June appearing in the applicable table in subdivision (a) of  
4 Article 3 hereof so long as the total for such months does not  
5 thereby exceed the total for such months in that table. Within  
6 the provisions hereof the United States shall attempt to deliver  
7 such water in accordance with said schedule or any revision thereof  
8 satisfactory to the Contracting Officer submitted by the District  
9 within a reasonable time before the desired change of times or  
10 quantities, or both, for delivery, subject to the provisions of  
11 subdivision (b) of Article 8 hereof: Provided, That the United  
12 States shall not be obligated to deliver water to the District  
13 during the months of December and January.

14 (b) With the written consent of the Contracting Officer  
15 the District may exchange supplemental water in any year with any  
16 other District which has contracted with the United States for  
17 Project water for irrigation from the Delta-Mendota Canal or  
18 Mendota Pool, or both. No supplemental water shall be sold or  
19 otherwise disposed of for use outside the lands shown on Exhibit A  
20 without the written consent of the Contracting Officer.

RATE AND METHOD OF PAYMENT FOR WATER

1  
2           5. (a) Unless the Contracting Officer by written notice  
3 before December 15 of any year shall notify the District of a  
4 decrease in the rate of payment to be made by the District for  
5 supplemental water to be delivered pursuant to this contract  
6 during the ensuing year, the rate shall be Three Dollars and Fifty  
7 Cents (\$3.50) per acre-foot.

8           (b) The District shall make payments to the United  
9 States each year at the rate fixed as provided in subdivision (a)  
10 of this article for the quantity of supplemental water which the  
11 District is required to accept and pay for during such year pursuant  
12 to the provisions of Article 3 hereof. Prior to the delivery of  
13 supplemental water but no later than February 15 the District shall  
14 pay one-half (1/2) of the amount payable for said water scheduled  
15 for the year and shall pay the remainder of the amount payable for  
16 said water at the time the quantity of water furnished to the  
17 District equals the quantity for which payment has been made, but  
18 in no event later than July 1 of each year. Supplemental water  
19 requested by the District and available for furnishing by the  
20 United States in excess of the quantity required to be furnished  
21 pursuant to this contract shall be paid for in full by the District  
22 at the time or times such requests are made.





1 United States of the right to use any such water, but this shall not  
2 be construed as claiming for the United States any right, as waste,  
3 seepage, or return flow, to water being used pursuant to this contract  
4 for surface irrigation or underground storage within the District  
5 boundaries by the District.

6 (d) The United States may temporarily discontinue or reduce  
7 the quantity of water to be furnished to the District as herein provided  
8 for the purpose of such investigation, inspection, maintenance, repair,  
9 or replacement as may be reasonably necessary of any of the Project  
10 facilities used for the furnishing of water to the District or any  
11 part thereof, but so far as feasible the United States shall give the  
12 District due notice in advance of such temporary discontinuance or  
13 reduction, except in case of emergency, in which case no notice need be  
14 given. When service is resumed, to the extent it may be possible to  
15 do so and within the ability of the District to accept it, the United  
16 States shall deliver the quantity of water which would have been  
17 furnished to the District in the absence of such contingency.

18 UNITED STATES NOT LIABLE FOR WATER SHORTAGE

19 8. (a) There may occur at times during any year a shortage in  
20 the quantity of water available for furnishing to the District through  
21 and by means of the Project, but in no event shall any liability accrue  
22 against the United States or any of its officers, agents or employees

1 for any damage, direct or indirect, therefrom. In any year in  
2 which there may occur such a shortage, the United States will  
3 furnish Schedule 2 water in accordance with Article 3 hereof and  
4 reserves the right to apportion the available supplemental water  
5 supply among the District and others entitled under the then existing  
6 contracts to receive water from Delta-Mendota Canal or Mendota Pool,  
7 or both, in accordance with conclusive determinations of the  
8 Contracting Officer, as follows:

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

15 (ii) A determination shall be made of the total  
16 quantity of water from the Delta-Mendota Canal or Mendota Pool,  
17 or both, which is in excess of the quantity necessary to meet  
18 the requirements of the AMENDED CONTRACT FOR EXCHANGE OF WATERS,  
19 No. Ilr-1144 Amendatory, dated March 17, 1956, as amended, here-  
20 inafter referred to as the Exchange Contract, and which is  
21 available for meeting the contractual commitments, the quantity so  
22 determined being hereinafter referred to as the available supply;

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

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

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

14                  (b) In the event that in any year there is delivered to the  
15                  District, by reason of any shortage or apportionment as provided in  
16                  subdivision (a) of this article or any discontinuance or reduction of  
17                  service as set forth in subdivision (d) of Article 7 hereof, less  
18                  than the quantity of supplemental water which the District otherwise  
19                  would be entitled to receive, there shall be made an adjustment on  
20                  account of the amounts paid to the United States by the District for  
21                  water for said year in a manner similar to that provided for in  
22                  Article 6 hereof. To the extent of such deficiency, such adjustment

1 shall constitute the sole remedy of the District or anyone having  
2 or claiming to have by, through, or under the District the right  
3 to the use of any of the water.

4 (c) The rights of the District to supplemental water  
5 under this contract are subject to the terms of the Exchange Contract.

6 USE OF WATER FURNISHED TO DISTRICT

7 9. Supplemental water furnished to the District pursuant to  
8 this contract shall not be used by it for any purposes other than  
9 agricultural purposes, including but not restricted to the watering  
10 of livestock, incidental domestic use, or underground water replenish-  
11 ment, without written consent of the Contracting Officer.

12 QUALITY OF WATER

13 10. (a) The quality of water furnished under this contract shall  
14 be the best that the United States, following its established operat-  
15 ing procedures, can deliver by means of either the Delta-Mendota Canal  
16 or the San Joaquin River, or both, and shall be at all times suitable  
17 irrigation water for use upon the District's lands. The fact that the  
18 requirements of such water quality are herein stated only in terms of  
19 parts per million of total dissolved solids should not be construed as  
20 meaning that this particular measurement of water quality is the sole  
21 indication of requisite water quality. The best data presently  
22 available on the character of the possible sources of water supplying

1 the Delta-Mendota Canal indicate that as concentration changes  
2 there will be no significant change in the character of the water  
3 with respect to the proportions of the various constituents. How-  
4 ever, if such water meets the following specific requirements it  
5 shall be deemed conclusively to be suitable irrigation water hereunder:

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

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

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

1           (iv) Five-year: The average quality of water for  
2 any five (5) consecutive years shall not exceed a mean value  
3 of four hundred (400) parts per million of total dissolved  
4 solids. The 5-year average shall be computed by weighting  
5 each mean daily value of total dissolved solids on the basis  
6 of quantity of water delivered each day of the five (5) con-  
7 secutive years ending with the last year of the period.

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

20                           WATER POLLUTION CONTROL

21           11. The District agrees that it will comply fully with all  
22 applicable Federal laws, orders, and regulations, and the laws of

1 the State of California, all as administered by appropriate authorities,  
2 concerning the pollution of streams, reservoirs, groundwater, or water  
3 courses with respect to thermal pollution or the discharge of refuse,  
4 garbage, sewage effluent, industrial waste, oil, mine tailings, mineral  
5 salts, or other pollutants. The District further agrees that any  
6 contract it may enter into with a third party for the furnishing of  
7 Project water will contain a similar water pollution control article.

8 DRAINAGE FACILITIES

9 12. The District agrees to construct drainage facilities if and  
10 when such facilities are required to protect the irrigability of the  
11 lands receiving water pursuant to this contract.

12 WATER RIGHTS SETTLEMENT

13 13. The District, its successors, or assigns shall not divert,  
14 dispose of, or otherwise use water from Mendota Pool under any claim  
15 of water rights to San Joaquin River water so long as the United States  
16 delivers or is ready, able, and willing to deliver Schedule 2 water to  
17 the District in accordance with the terms of this contract. Performance  
18 by the United States of its obligations hereunder with respect to the  
19 delivery of Schedule 2 water shall release the United States from  
20 liability with respect to such claims.

21 ACCESS TO FRESNO SLOUGH

22 14. To the extent the District has the power to grant such use,  
23 the United States, its employees, and its agents may use the roads

1 within the District as such roads may exist for ingress and egress  
2 to and from Fresno Slough.

3 ALL BENEFITS CONDITIONED UPON PAYMENT

4 15. Payment by the District to the United States of charges  
5 at the rate and upon the terms and conditions provided in this con-  
6 tract is prerequisite to the diversion or use of supplemental water  
7 by the District. The District will cause to be levied and collected  
8 all necessary assessments, tolls, and other charges, and will use  
9 all of the authority and resources of the District to meet its  
10 obligations hereunder.

11 PENALTY FOR DELINQUENT PAYMENTS

12 16. The District shall pay a penalty on installments or  
13 charges which become delinquent computed at the rate of one-half of  
14 one percent per month of the amount of such delinquent installments  
15 or charges for each day from the date of such delinquency until paid:  
16 Provided, That no penalty shall be charged to the District unless  
17 such delinquency continues for more than thirty days.

18 EXCESS LANDS

19 17. (a) No supplemental water made available pursuant to this  
20 contract shall be furnished to any excess land. As used herein the  
21 term "excess land" means that part of the irrigable land served by  
22 the District in excess of one hundred and sixty (160) acres held in the

1 beneficial ownership of any single person, whether a natural person,  
2 a corporation, or the beneficiary of a trust approved by the Contracting  
3 Officer. With respect to land held in coownership, such as a partner-  
4 ship, tenancy in common, joint tenancy, or community property, the  
5 beneficial ownership of each coowner shall be that fraction of the total  
6 acreage held in coownership which equals the coowner's fractional interest  
7 therein: Provided, That such ownership arrangement is acceptable to the  
8 Contracting Officer as complying with all requirements under Reclamation  
9 law. The term "large landowner" means an owner of excess lands, and the  
10 term "nonexcess land" means all irrigable land served by the District  
11 which is not excess land as defined herein.

12 (b) As a condition precedent to the right to receive supple-  
13 mental water made available pursuant to this contract for any of its  
14 nonexcess land, the District shall file in its office, in duplicate,  
15 its written designation and description of the land selected to be non-  
16 excess land.

17 TERMINATION UPON TRANSFER OF LAND

18 18. It is the expressed intent of the District that all of  
19 its lands concerned in this contract shall remain District-owned  
20 property. The District, with the approval of the Contracting  
21 Officer, may designate another one hundred and sixty (160) acres  
22 of its land as that eligible to receive supplemental water, but  
23 the contract is made on the basis that a supplemental water supply

1 will not be allowed for more than a given one hundred and sixty  
2 (160) acres of land: Provided, That by mutual agreement of the  
3 parties this contract may be amended if title to a portion of the  
4 District's land is transferred, or terminated if title to all of  
5 said land shown on Exhibit A is transferred. New owners of title  
6 who are qualified to receive water for the land may enter into  
7 separate renewable contracts for service of their appropriate  
8 share of the water supply herein provided for the remainder of the  
9 term of this contract.

10 BOOKS, RECORDS, AND REPORTS

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

20 REMEDIES UNDER CONTRACT NOT EXCLUSIVE--WAIVERS

21 20. Nothing contained in this contract shall be construed as in  
22 any manner abridging, limiting, or depriving the United States of any

1 means of enforcing any remedy, either at law or in equity, for the  
2 breach of any of the provisions hereof which it would otherwise  
3 have. Any waiver at any time by either party to this contract of  
4 their rights with respect to a default, or any other matter arising  
5 in connection with this contract, shall not be deemed to be a waiver  
6 with respect to any subsequent default or matter.

7 DETERMINATIONS

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

13 (b) In the event the District questions any factual  
14 determination made by any representative of the Secretary as required  
15 in the administration of this contract, any findings as to the facts  
16 in dispute thereafter made by the Secretary shall be made only after  
17 consultation with the District's Board of Directors.

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



1 of money by the Congress or the allotment of funds shall be  
2 contingent upon such appropriation or allotment being made. The  
3 failure of the Congress so to appropriate funds or the absence of  
4 any allotment of funds shall not relieve the District from any  
5 obligations then accrued under this contract and no liability  
6 shall accrue to the United States in case such funds are not appro-  
7 priated or allotted.

8 OFFICIALS NOT TO BENEFIT

9 24. No Member of or Delegate to Congress or Resident  
10 Commissioner or a member of the District's board of directors  
11 shall be admitted to any share or part of this contract or to  
12 any benefit that may arise herefrom, but this restriction shall  
13 not be construed to extend to this contract if made with a corpor-  
14 ation or company for its general benefit.

15 RULES AND REGULATIONS

16 25. The United States may prescribe and from time to time  
17 may modify rules and regulations not inconsistent with terms of  
18 this contract to carry out its purposes.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

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

*[Handwritten Signature]*  
Appd. Sec. Off.

THE UNITED STATES OF AMERICA

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

RECLAMATION DISTRICT NO. 1606

(SEAL)

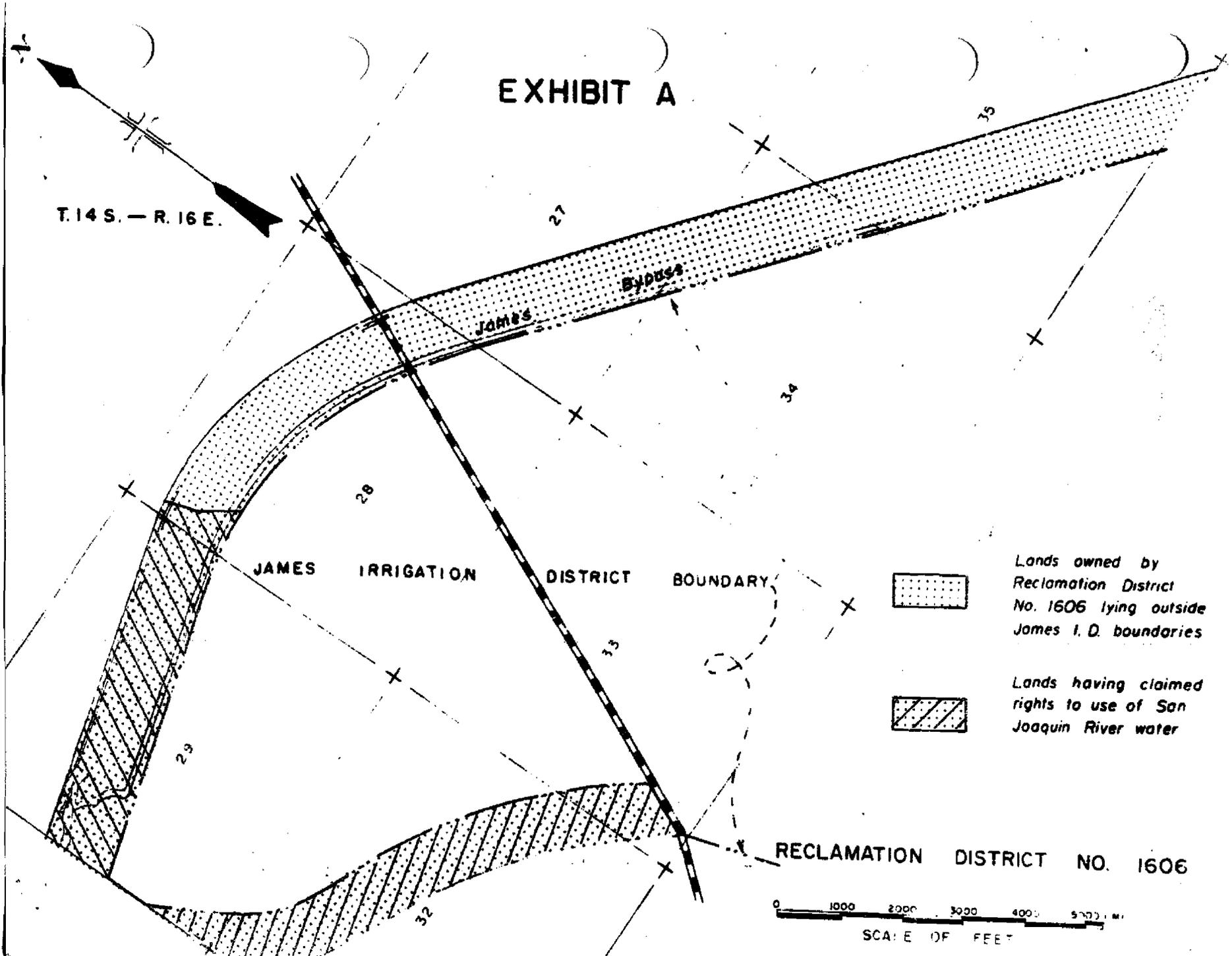
By *[Handwritten Signature]*  
President

ATTEST:

*[Handwritten Signature]*  
Secretary

# EXHIBIT A

T. 14 S. — R. 16 E.



Lands owned by  
Reclamation District  
No. 1606 lying outside  
James I. D. boundaries

Lands having claimed  
rights to use of San  
Joaquin River water

RECLAMATION DISTRICT NO. 1606

0 1000 2000 3000 4000 5000 FT.  
SCALE OF FEET

CERTIFIED COPY OF RESOLUTION

Adopted by the Board of Directors of Reclamation District No. 1606, San Joaquin, California, April 12, 1968:

RESOLVED, That the Board of Directors of Reclamation No. 1606 have approved F. O. Draft 1/5-1967, Rev. R. C. 11/28-1967 Contract between the United States of America and Reclamation District No. 1606. Providing for Water Service and for Adjustment and Settlement of Certain Claimed Water Rights. And that the President and Secretary of Reclamation District No. 1606 be and they are hereby authorized to execute said contract.

I, Elva J. Berry hereby certify that the foregoing is a complete and correct copy of the resolution duly adopted by the Board of Directors of Reclamation District No. 1606 at a meeting held on April 12, 1968.

Seal

Elva J. Berry  
Elva J. Berry, Secretary  
Reclamation District No. 1606