

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Black Butte Project, California

CONTRACT NO.
14-06-200-1020A

CONTRACT BETWEEN THE UNITED STATES AND THE
ORLAND UNIT WATER USERS' ASSOCIATION PROVIDING
FOR THE EXCHANGE OF WATER

Table of Contents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
	Preamble	1
	Explanatory Recitals	1- 2
1	Definitions	3
2	Term of Contract	3- 4
3	Exchange of Waters and Storage Space	4- 6
4	Effect of Attempted Assignment and of Waiver of Breach	6
5	Contingent Upon Appropriations or Allotment of Funds	6
6	Officials Not to Benefit	6- 7

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7 ORLAND UNIT WATER USERS' ASSOCIATION PROVIDING
8 FOR THE EXCHANGE OF WATER

9 THIS CONTRACT, made this 26th day of June, 1964,
10 in pursuance generally of the Act of June 17, 1902 (32 Stat. 388),
11 and acts amendatory thereof or supplementary thereto, all collectively
12 hereinafter referred to as the Federal reclamation laws, between THE
13 UNITED STATES OF AMERICA, hereinafter referred to as the United
14 States, and the ORLAND UNIT WATER USERS' ASSOCIATION, hereinafter
15 referred to as the Association, a corporation organized and existing
16 under the laws of the State of California, with its principal place
17 of business in Orland, California,

18 WITNESSETH, That:

19 EXPLANATORY RECITALS

20 WHEREAS, the care, operation, and maintenance of the Orland
21 Project was transferred to said Association pursuant to Contract
22 No. 14-06-200-3502, executed August 26, 1954; and

WHEREAS, the United States Corps of Engineers is
constructing the Black Butte Project, consisting principally of Black

1 Butte Dam and Reservoir, on behalf of the United States, primarily
2 for flood control and a portion of the cost of said Project is
3 allocated to conservation use; and

4 WHEREAS, there has been an expression of interest for
5 water service from the Black Butte Project, which Project is
6 located below the East Park and Stony Gorge Reservoirs, the
7 principal features of the Orland Project; and

8 WHEREAS, said water service is requested at points above
9 the Black Butte Project and in the general vicinity of the storage
10 features of the Orland Project; and

11 WHEREAS, an exchange of water between the Orland Project
12 and the Black Butte Project would allow the United States to furnish
13 Black Butte Project water in the vicinity of Orland Project
14 Reservoirs, would facilitate operation of the Orland Project, and
15 would be in the best interest of the United States and the Association; and

16 WHEREAS, the United States and the Association also desire
17 to exchange storage space in the respective Reservoirs so as to
18 maximize the full storage potential of Black Butte, East Park, and
19 Stony Gorge Reservoirs;

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

23

1 the Association and the United States: Provided, That if Black
2 Butte Project is not incorporated as a unit of the Central Valley
3 Project by December 31, 1970, the use of Black Butte Reservoir and
4 Black Butte water contemplated in this contract will be subject to
5 any contracts in effect at that time between the United States and
6 other parties for repayment of the costs of Black Butte Project allocated
7 to water conservation. Insofar as this contract pertains to the storage
8 and release of Orland water such storage and release shall be in conformance
9 with the Angle Decree and/or license No. 2652 as such Decree and/or
10 license may be modified.

11 EXCHANGE OF WATERS AND STORAGE SPACE

12 3. (a) During the term of this contract Black Butte, East Park,
13 and Stony Gorge Reservoirs will be operated as a single integrated
14 unit. To the extent storage space is available, waters to which the
15 Orland Project and the Black Butte Project have rights to store may
16 be stored in any of the three (3) Reservoirs. Accounts of the amounts
17 and ownership of the water stored in and released from their respective
18 Reservoirs will be maintained by the United States and the Association.
19 Evaporation and other losses from each Reservoir will be prorated on
20 the basis of the amount of water stored in that Reservoir by each
21 party: Provided, That return flows from new diversions above Black
22 Butte shall be credited to the account of the United States.

1 (b) In order to facilitate operations of the Orland Project
2 and to provide for use of Black Butte water upstream from Black Butte
3 Reservoir, either party may exchange water stored in any Reservoir
4 for water stored by the other party in any other Reservoir upon notice
5 to the other party in advance of such exchange.

6 (c) Each party shall have a paramount right to the use of
7 the storage space in its Reservoir and may release the other party's
8 water from its Reservoir to the extent such storage space is needed
9 by it. In case of such release the party whose water is being released
10 may make such exchanges under subdivision (b) of this article as may
11 be required to minimize the amount of water it would otherwise lose
12 by such release.

13 (d) The Association will release Black Butte water from
14 Orland Project Reservoirs for use by the United States in accordance
15 with schedules furnished to the Association by the United States;
16 Provided, That the Association shall not be required to furnish any
17 additional facilities for the release of such water. The United
18 States will release Orland water from Black Butte Reservoir in
19 accordance with Article 3 of the contract dated August 24, 1960,
20 and designated as Contract No. 14-06-200-3502 Amendatory, between
21 the United States and the Orland Unit Water Users' Association:

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1 Provided further, That the Association shall notify the Watermaster
2 appointed pursuant to the Angle Decree of the quantity of Orland water
3 released from Black Butte Reservoir.

4 EFFECT OF ATTEMPTED ASSIGNMENT AND OF WAIVER OF BREACH

5 4. No interest in this contract is transferable by the Association
6 to any other party, and any such attempted transfer shall cause this
7 contract to become subject to annulment at the option of the United
8 States. The waiver of a breach of any of the provisions hereof shall
9 not be deemed to be a waiver of any other provisions hereof or a subsequent
10 breach of such provisions.

11 CONTINGENT UPON APPROPRIATIONS OR ALLOTMENT OF FUNDS

12 5. The expenditure of any money or the performance of any work
13 by the United States hereunder which may require appropriations of
14 money by the Congress or the allotment of funds shall be contingent
15 upon such appropriations or allotment being made. The failure of
16 the Congress so to appropriate funds or the absence of an allotment
17 of funds shall not relieve the Agency from any obligations then accrued
18 under this contract, and no liability shall accrue to the United States
19 in case such funds are not appropriated or allotted.

20 OFFICIALS NOT TO BENEFIT

21 6. (a) No Member of or Delegate to Congress or Resident Commissioner
22 shall be admitted to any share or part of this contract or to any benefit

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1 that may arise herefrom, but this restriction shall not be construed
2 to extend to this contract if made with a corporation or company for
3 its general benefit.

4 (b) No official of the Association shall receive any benefit
5 that may arise by reason of this contract other than as a landowner
6 within the Association and in the same manner as other landowners
7 within the Association.

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

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APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

12 *Frank B. Stone*
REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

13

14

15 (SEAL)

16

ATTEST:

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W. K. Dempsey
Secretary

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THE UNITED STATES OF AMERICA

By *E. F. Sullivan*

~~Acting~~ Regional Director, Region 2
Bureau of Reclamation

ORLAND UNIT WATER USERS' ASSOCIATION

By *W. E. [Signature]*
President

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ORLAND UNIT WATER USERS' ASSOCIATION

RESOLUTION OF BOARD OF DIRECTORS

* * *

WHEREAS, a contract entitled "Contract Between the United States and the Orland Unit Water Users' Association" providing for the exchange of water has been submitted to the Board by the Bureau of Reclamation, and

WHEREAS such proposed contract provides for an exchange of water between the Black Butte Project and the East Park and Stony Gorge Reservoirs of the Orland Project, and

WHEREAS, such proposed contract will be to the mutual advantage of the United States and the Association in the operation of such Project and Reservoirs, and will otherwise be in the best interests of the Orland Unit Water Users' Association,

NOW, THEREFORE, BE IT RESOLVED that the proposed contract between the United States and the Orland Unit Water Users' Association providing for the exchange of water be, and the same is, hereby approved by the Board of Directors of the Orland Unit Water Users' Association, and

BE IT FURTHER RESOLVED that the President and Secretary of

1 I, W. K. DEMPSEY, the duly and regularly appointed
2 Secretary of ORLAND UNIT WATER USERS' ASSOCIATION, a corporation
3 hereby certify that the foregoing is a true, correct and exact
4 copy of a resolution of the Board of Directors of the ORLAND UNIT
5 WATER USERS' ASSOCIATION, duly and regularly passed and adopted
6 at a regular meeting of the said Board of Directors duly and
7 regularly held at Orland, California, on January 9, 1964.

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9 DATED: *Jan. 9, 1964*

10 *W. K. Dempsey.*
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