

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Arrowrock Division, Boise Project, Idaho

TEMPORARY CONTRACT FOR IRRIGATION WATER SERVICE BETWEEN
THE UNITED STATES AND THE NEW YORK IRRIGATION DISTRICT

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THE UNITED STATES AND THE NEW YORK IRRIGATION DISTRICT

1 THIS CONTRACT, made this 12th day of August, 1985,
2 pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and
3 acts amendatory thereof or supplementary thereto, particularly the Act of
4 August 4, 1939 (53 Stat. 1187, 1196), which acts are commonly known and
5 referred to as the Federal Reclamation Laws, between the UNITED STATES OF
6 AMERICA, hereinafter referred to as the United States, acting by and through
7 the Regional Director, Pacific Northwest Region, Bureau of Reclamation,
8 Boise, Idaho, hereinafter called the Contracting Officer, and the NEW YORK
9 IRRIGATION DISTRICT, hereinafter called the Contractor;

10 WITNESSETH, THAT:

11 Explanatory Recitals

12 2. WHEREAS, The United States has heretofore constructed, pursuant to
13 the Federal Reclamation laws, Arrowrock Dam and Reservoir on the Boise
14 River, known as Arrowrock Reservoir, for the impounding and storage of water
15 for irrigation purposes; and

1 3. WHEREAS, 23,000 acre-feet of the active capacity of said Arrowrock
2 Reservoir has been reserved for the proposed Hillcrest Unit of the Boise
3 Project pursuant to a contract executed in 1921 between the United States
4 and the Boise-Mora and Hillcrest Irrigation Districts; and

5 4. WHEREAS, the Hillcrest Unit has never been developed and the
6 Boise-Mora and Hillcrest Irrigation Districts have long since ceased to
7 function; and

8 5. WHEREAS, the Boise Project Board of Control, acting on behalf of
9 the Contractor and four other irrigation districts as provided in contracts
10 executed between the districts and the United States, utilized all or por-
11 tions of the Arrowrock Reservoir storage capacity originally reserved for
12 the Hillcrest Unit, as a supplemental irrigation water supply, under appro-
13 priate contractual arrangements with the United States from 1930 through
14 1981; and

15 6. WHEREAS, the Contractor has indicated a need for a portion of the
16 Hillcrest Unit storage capacity in Arrowrock Reservoir as a supplemental
17 irrigation water supply to Arrowrock Division lands; and

18 7. WHEREAS, the United States is in the process of determining future
19 disposition of the Arrowrock Reservoir storage capacity originally reserved
20 for the Hillcrest Unit, Boise Project, and pending such determination will
21 provide irrigation water service to the Contractor for the 1985 irrigation
22 season.

23 NOW, THEREFORE, in consideration of the mutual and dependent stip-
24 ulations and covenants herein contained, it is agreed by and between the
25 parties as follows:

Recitals 3, 4, 5, 6, 7

Term of Contract

1
2 8. This contract will be effective for the 1985 irrigation season and
3 will expire December 31, 1985: Provided, That Article 15.A. of this con-
4 tract shall remain in force throughout the term of Contract No. Ilr-1359,
5 dated August 7, 1941, between the United States and the Contractor. It is
6 understood that this contract will not be renewed, and that the providing of
7 irrigation water service in the future years will require the execution of
8 additional temporary or long-term contracts with the United States under
9 terms and conditions then prevailing: Provided, That any contractual
10 arrangements for a long-term commitment of irrigation water service will be
11 consummated only after a full evaluation of the environmental impacts of
12 providing such irrigation water service from Arrowrock Reservoir and
13 following a determination that the proposed arrangements are to the mutual
14 interests of both parties and in compliance with the laws of the United
15 States and the State of Idaho.

Water Service Payment

16
17 9. At the time of executing this contract, the Contractor will pay
18 \$6,879.90 to the United States, thereby entitling the Contractor to receive
19 2,414 acre-feet of Arrowrock Reservoir storage water for the 1985 irrigation
20 season.

Operation and Maintenance Payment

21
22 10. In addition to the above water service payment by the Contractor,
23 the Boise Project Board of Control shall continue to pay to the United

1 States, for the 23,000 acre-feet of Hillcrest Unit storage capacity in
2 Arrowrock Reservoir, a proportionate share of the cost of operation and
3 maintenance of Arrowrock Reservoir capacity as determined by the Contracting
4 Officer. The charges billed to the Boise Project Board of Control shall
5 continue to be determined in the same manner, billed at the same time, and
6 payable at the same time as operation and maintenance charges under Arrow-
7 rock repayment contracts that the Contractor and the four other irrigation
8 districts have executed with the United States.

9 Furnishing Water

10 11. The capacity of Arrowrock Reservoir reserved for the proposed
11 Hillcrest Unit amounts to 23,000 acre-feet out of the total reservoir
12 capacity of 286,600 acre-feet. Water accruing to the 2,414 acre-feet of
13 capacity covered by this agreement shall be released from the outlet works
14 of the Arrowrock Reservoir. The Contractor shall take water from the Boise
15 River by diverting from the Diversion Dam pool into the New York Canal. The
16 Contractor releases the United States from all damages or claims for damages
17 arising out of or connected with fluctuations in the water surface of the
18 Boise River or Diversion Dam pool.

19 Lands to Receive Water

20 12. Water made available to the Contractor under this agreement shall
21 be used on lands of the Contractor.

22 United States
23 Not Liable for Water Shortages or Interruptions

24 13. No liability shall accrue against the United States or any of its
25 officers, agents, or employees for damage, direct or indirect, arising by
26 reason of shortages in quantity of water available from the 23,000 acre-feet

Articles 11, 12, 13

1 portion of the Arrowrock Reservoir capacity originally reserved for the
2 proposed Hillcrest Unit or interruptions in water deliveries to the Contrac-
3 tor resulting from drought, hostile diversion, prior or superior claims,
4 accident to or failure of facilities of the United States whether or not
5 attributable to negligence of officers, agents, or employees of the United
6 States or other causes of whatsoever kind.

7 Disclaimer

8 14. It is fully understood and agreed by the Contractor that this
9 contract is only for temporary irrigation water service and that no perma-
10 nent rights on the 23,000 acre-feet of said Arrowrock Reservoir capacity
11 originally reserved for the proposed Hillcrest Unit, or in the Reservoir,
12 will be secured by the Contractor by reason of this agreement or by reason
13 of the use or delivery of water hereunder. It is also agreed by the Con-
14 tractor that all rights to the delivery of water gained by reason of this
15 contract shall end December 31, 1985, as fully and completely as though this
16 contract had never been made and no water delivered under its provisions.

17 General Provisions

18 15. The general provisions applicable to this contract are listed
19 below. The full text of these articles is attached as Exhibit A and is
20 hereby made a part of this contract.

- 21 A. Compliance with Reclamation Laws
22 B. Notices
23 C. Contingent on Appropriation or Allotment of Funds
24 D. Officials Not to Benefit
25 E. Changes in Contractor's Organization

Articles 14, 15

- 1 F. Assignment Limited--Successors and Assigns Obligated
- 2 G. Books, Records, and Reports
- 3 H. Quality of Water
- 4 I. Water and Air Pollution Control
- 5 J. Equal Opportunity
- 6 K. Compliance with Civil Rights Laws and Regulations
- 7 IN WITNESS WHEREOF, the parties hereto have signed their names as
- 8 of the day and year first above written.

THE UNITED STATES OF AMERICA

By *L.W. Floyd*
Regional Director, PN Region
Bureau of Reclamation
Box 043-550 West Fort Street
Boise, Idaho 83724

NEW YORK IRRIGATION DISTRICT
Paul Warrick
By Paul Warrick
President

(SEAL)

Attest:

Margaret Stanton
Margaret Stanton
Secretary

STATE OF IDAHO)
 : ss
County of Ada)

On this 12th day of August, 1985, personally appeared before me L.W. Lloyd, to me known to be the official of the United States of America that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

Diana L. Jacobs
Notary Public in and for the
State of Idaho
Residing at Boise

(SEAL)

My commission expires: 5-23-88

STATE OF Idaho)
 : ss
County of Ada)

On this 6 day of August, 1985, before me,

James B. Brooks, a Notary Public, personally appeared

PAUL WARRICK and MARGARET STANTON,

known to me to be respectively the President and Secretary-Treasurer of the New York Irrigation District, and the the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

James B. Brooks
Notary Public in and for the
State of Idaho
Residing at Boise, Idaho

(SEAL)

My commission expires: etc

GENERAL PROVISIONS - NEW YORK IRRIGATION DISTRICTCompliance With Reclamation Laws

A. The parties agree that the delivery of irrigation water or the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982 (Public Law 97-293).

Notices

B. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Regional Director, Pacific Northwest Region, Bureau of Reclamation, Box 043 - 550 West Fort Street, Boise, Idaho 83724, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Secretary-Treasurer of the Contractor, 214 Broadway Avenue, Boise, Idaho 83702. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

Contingent on Appropriation or Allotment of Funds

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

Officials Not to Benefit

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

Changes in Contractor's Organization

E. While this contract is in effect, no change shall be made in the Contractor's organization, by inclusion or exclusion of lands, dissolution, consolidation, merger or otherwise, except upon the Contracting Officer's written consent.

Assignment Limited--Successors and Assigns Obligated

F. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer.

Books, Records, and Reports

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

Quality of Water

H. The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

Water and Air Pollution Control

I. The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Idaho, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

Equal Opportunity

J. During the performance of this contract, the Contractor agrees as follows:

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

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(5) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Compliance With Civil Rights Laws and Regulations

K. (1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(2) These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(3) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article, and that the United States reserves the right to seek judicial enforcement thereof.