



# United States Department of the Interior

BUREAU OF RECLAMATION  
Pacific Northwest Region  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234



PN-3322  
WTR-4.00

AUG 31 2000

RECEIVED

SEP 05 2000

Marion County Department  
of Solid Waste Management  
Attention: Don Alexander  
388 State Street, Suite 735  
Salem OR 97301

WATER RESOURCES DEPT.  
SALEM, OREGON

Subject: Successors in Interest to Willamette Basin Project Water Service Contract No.  
7-07-10-W0012

Dear Mr. Alexander:

Enclosed for your records is a fully executed copy of the document for the subject contract recognizing Marion County as the successors in interest to Contract No. 7-07-10-W0012 formerly with Robert D. Trussell. Thank you for completing the subject document.

Section 31001.(i) of the Debt Collection Improvement Act of 1996 (Chapter 10 of Pub. L. 104-134) requires each contractor with an agency of the United States to furnish their taxpayer identifying number and each agency to disclose to that person its intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government. Please provide a taxpayer identifying number in the enclosed postage-paid envelope.

Should you have any contract questions, please contact Mike Cobell at the above address or telephone (208) 378-5223. Should you have any billing questions, please contact Nancy Catron at telephone (208) 378-5065.

Sincerely,

Ryan M. Patterson  
Program Manager  
Lands and Repayment

Enclosures

cc: Water Rights Division  
Oregon Water Resources Department  
158 12th Street NE  
Salem OR 97310

**RECEIVED**

SEP 05 2000

2

U.S. Army Corps of Engineers  
Attention: CENWP-EC-HR  
PO Box 2946  
Portland OR 97208-2946

WATER RESOURCES DEPT.  
SALEM, OREGON

Mr. Bill Ferber  
Marion County Watermaster  
158 12th Street NE  
Salem OR 97310  
(each w/copy of documents)

RECOGNITION OF SUCCESSOR IN INTEREST TO WILLAMETTE BASIN PROJECT  
WATER SERVICE CONTRACT

WHEREAS, the United States of America entered into a contract on April 25, 1977, Contract No. 7-07-10-W0012 with Robert D. Trussell for an irrigation water supply from the Willamette Basin Project for use on lands owned by the Contractor; and

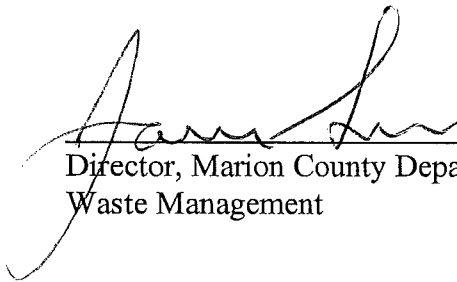
WHEREAS, Marion County, now has acquired the land to which water was to be provided under said contract and requests that it be recognized as the successor in interest to this contract (at mailing address 388 State Street, Suite 735, Salem OR 97301).

NOW, THEREFORE, all right, title, and interest in Contract No. 7-07-10-W0012, dated April 25, 1977, for an irrigation supply not to exceed 215.0 acre-feet of water annually is hereby recognized to be held by Marion County. This contract action is effective only upon the approval thereof by the United States of America as provided in General Provisions, Article 12.f. of said April 25, 1977, contract.

**RECEIVED**

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WATER RESOURCES DEPT.  
SALEM, OREGON

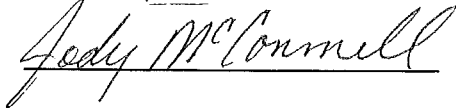


Director, Marion County Department of Solid  
Waste Management

8-22-00

Date

Attest:



CONTRACTING OFFICER

By 

Program Manager  
Lands and Repayment, PN Region  
Bureau of Reclamation  
1150 North Curtis Road, Suite 100  
Boise ID 83706-1234

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STATE OF OREGON)

: SS  
County of Marion)

WATER RESOURCES DEPT.  
SALEM, OREGON

On this 22 day of August, 2000, personally appeared before me James V. Sears and Jody McConnell, known to me to be representatives of Marion County, that executed the within and foregoing instrument and acknowledged that Marion County, is the legal owner of the property for which a water supply is to be provided under the April 25, 1977, contract, and has executed this contract document as its free and voluntary act and deed and on oath stated that they are authorized to execute said instrument on its behalf.

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



Jeanine A. Pruett  
Notary Public in and for the  
State of OREGON

Residing at: SALEM, OR - MARION COUNTY

My commission expires: May 8, 2002

(SEAL)

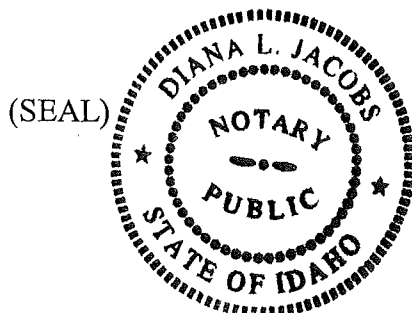
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STATE OF IDAHO )

: SS  
County of Ada )

On this 29 day of August, 2000, personally appeared before me Ryan M. Patterson, known to me 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

My commission expires: 5-22-06

(SEAL)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Willamette Basin Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 25 day of April, 1977, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, including section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), all of which acts are commonly known and referred to as the Federal Reclamation Laws, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and Robert D. Trussell  
(name)

2897 Faragate Street S., Salem, Oregon 97302,  
(address)  
hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

2. WHEREAS, because the United States is engaged in the construction and operation of a system of multipurpose reservoirs in the Willamette Basin, Oregon, herein styled the Willamette Basin Project, there will be a flow of water that can be used for irrigation of land, and other beneficial uses, which flow as it is developed or as it will be augmented, was appropriated by the United States pursuant to the laws of Oregon for beneficial use under the Federal Reclamation Laws; and

3. WHEREAS, the Contractor is the owner of land hereinafter described, for which a water supply is desired to be secured from the United States;

NOW, THEREFORE, in consideration of the premises and the payment by the Contractor to the United States of the charges in the manner hereinafter provided, it is agreed:

all times have access to them over any lands of the Contractor. All losses of water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Contractor.

#### Rate of Delivery of Water

6. The monthly supply of water hereunder diverted in any one month of the irrigation season, beginning in April and ending on or before September 30, shall not exceed 35 percent of the total maximum annual diversion as hereinabove set forth. The Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the precise time of water deliveries. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him to adjust releases to meet the new schedules. Upon the appointment of a watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform his diversions and releases to the control of the stream as established by the watermaster.

#### Water Supply

7. (a) The Contractor and all other entities heretofore or hereafter contracting with the United States for a right to use water from the Willamette Basin Project shall, to the extent of their respective maximum contracted rights, have equal priority to the use of water from such project so far as that may be physically practicable and legally possible, without regard to the date of their respective contracts. It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 4. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Willamette Basin Project determined in accordance with the law governing the project.

(b) On account of drought, inaccuracy in distribution, or other cause, there may occur at times a shortage in the water supply provided herein, and while the United States will use all reasonable means to guard against such shortages, in no event shall any liability accrue against the United States or any of its officers, agents or employees for any damage, direct or indirect, arising therefrom.

#### Water Charges

8. (a) The Contractor shall pay, for all supplies of water delivered under this contract, a minimum charge equal to the annual rate per acre-foot as established under (c) of this article times the

Arts. 6, 7, 8(a)

acreage to be irrigated specified in Article 4 and for additional water at the annual rate as established under (c). Prior to the delivery of any water each irrigation season, the Contractor shall make advance payment at the aforesaid rate for the estimated quantity of water desired to be delivered during that season, but in no event less than the amount of the minimum charge. At the end of the irrigation season a determination will be made by the watermaster, if one is available on the stream involved, and if not, by the Contracting Officer, of the amount of stored water delivered. In the event the total quantity of stored water delivered to the Contractor is less than the estimated amount for which advance payment has been made, the Contractor shall be given credit for the difference between the amount advanced and the amount of obligation based on the water delivered, the latter amount in no event, however, to be less than the minimum charge. Any credit determined to be due will be applied on the payment of charges to come due in the succeeding irrigation season. In the event the total quantity delivered is more than the estimated amount for which advance payment is made, payment therefor shall be made within 30 days of the issuance of a bill therefor.

(b) Payments hereunder required shall be made at the office of the Bureau of Reclamation at Box 043, 550 West Fort Street, Boise, Idaho 83724, or such other place as may be directed by the Contracting Officer. Any sum of money required to be paid to the United States which remains unpaid after it has become due shall be subject to a penalty of one (1) percent per month from the date of delinquency until it has been paid.

(c) The annual rate per acre-foot of water beginning with the first irrigation season after the effective date of this contract has been established as one dollar (\$1.00) per acre-foot, but that rate is subject to revision from time to time throughout the term of this contract in accordance with the construction, operation, and maintenance costs of the Willamette Basin Project as allocated to the water supply available for irrigation uses, the then requirements of law relating to such allocations and the return of such costs, and the effect of the rate on irrigation development through this and similar contracts. Any revision will be made only as to future charges and only after consultation with the Willamette River Basin Commission, and shall be announced by written notice to the Contractor at least three months prior to the beginning of the irrigation season to which the new rate would be applicable.

#### Benefits Conditioned upon Payment--Termination

9. (a) The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. No water will be made available to the Contractor through project facilities during any period in which the Contractor may be in arrears in the advance payment of any charges due the United States.

Arts. 8(b)(c), 9(a)

(b) This contract shall be terminated and water service hereunder shall cease automatically when water is made available to the lands involved through an agreement with an organized group or association for the benefit of the lands described in Article 4.

(c) If the Contractor fails to comply with any of the terms and conditions hereof, including payment of water charges, and the provisions with respect to the use of water on excess lands, and after written notice fails to remedy such default within 30 days, the United States may, at its option, terminate this contract.

#### Irrigable Area Limitation

10. Pursuant to the provisions of the Federal Reclamation Laws, water made available to the Contractor hereunder shall not be delivered to more than 160 irrigable acres in the ownership of any one person or other entity, nor more than 320 irrigable acres held by a husband and wife as community property, except that, if irrigable lands in excess thereof have been acquired by foreclosure or other process of law, by conveyance in satisfaction of mortgages, by inheritance or devise, water therefor may be furnished temporarily for a period not to exceed five years from the effective date of such acquisition, and except that delivery may be made to lands held in excess of this limitation if the excess lands are covered by a recordable contract made in accordance with the provisions of section 46 of the Act of May 25, 1926 (44 Stat. 649). In the event that the Congress of the United States repeals or amends the excess land provisions of the Federal Reclamation Laws, the United States agrees, at the option of the Contractor, to negotiate amendments of this article consistent with the provisions of such amendment.

#### Term of Contract

11. This contract shall become effective as of the date first above written after its execution on behalf of the United States, and shall remain effective for a term of 40 years from that date except as otherwise herein provided. At the expiration of the term, the contract may be extended by the Secretary of the Interior for additional terms of not to exceed 40 years each.

Arts. 9(b)(c), 10, 11



General Provisions

12. This contract is subject to the General Provisions attached hereto and by this reference made a part hereof.

UNITED STATES OF AMERICA

*Robert A. Barbo*

FOI Regional Director, PN Region  
Bureau of Reclamation  
Box 043, 550 West Fort Street  
Boise, Idaho 83724

*Robert D. Driscoll*

Contractor

Art. 12

GENERAL PROVISIONS--WILLAMETTE BASIN PROJECT, OREGON

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

a. The expenditure or advance of any money or the performance of any work by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress to appropriate funds or the absence of any 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.

WATER AND AIR POLLUTION CONTROL

b. 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 Oregon and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

QUALITY OF WATER

c. The operation and maintenance of project facilities shall be performed in such a 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.

EQUAL OPPORTUNITY

d. 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 Equal Opportunity 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 regard to 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 labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, 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 Equal Opportunity clause of this contract or with any of the said 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 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 the Contracting Officer may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Officer, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

RULES, REGULATIONS, AND DETERMINATIONS

e. (1) The Contracting Officer shall have the right to make, after an opportunity has been offered to the Contractor for consultation, rules and regulations consistent with the provisions of this contract, the laws of the United States and the State of Oregon, to add to or to modify them as may be deemed proper and necessary to carry out this contract, and to supply necessary details of its administration which are not covered by express provisions of this contract. The Contractor shall observe such rules and regulations.

(2) Where the terms of this contract provide for action to be based upon the opinion or determination of either party to this contract, whether or not stated to be conclusive, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. In the event that the Contractor questions any factual determination made by the Contracting Officer, the findings as to the facts shall be made by the Secretary only after consultation with the Contractor and shall be conclusive upon the parties.

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 part or interest therein shall be valid until approved by the Contracting Officer.

OFFICIALS NOT TO BENEFIT

g. (1) No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(2) No official of the Contractor shall receive any benefit that may arise by reason of this contract other than as a landowner within the project and in the same manner as other landowners within the project.

TITLE VI, CIVIL RIGHTS ACT OF 1964  
(Not applicable if Contractor is the actual water user.)

h. (1) The Contractor agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

(2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the United States, this assurance obligates the Contractor, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Contractor for the period during which the Federal financial assistance is extended to it by the United States.

(3) This assurance is given 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 United States, 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 financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.