

4 UNITED STATES  
5 DEPARTMENT OF THE INTERIOR  
6 BUREAU OF RECLAMATION  
7 Central Valley Project, California

8 AMENDMENT TO LONG-TERM RENEWAL CONTRACT BETWEEN  
9 THE UNITED STATES  
10 AND  
11 CHOWCHILLA WATER DISTRICT  
12 PROVIDING FOR PROJECT WATER SERVICE FROM BUCHANAN UNIT

13 THIS CONTRACT AMENDMENT, is made this \_\_\_\_\_ day of  
14 \_\_\_\_\_, 20\_\_\_\_\_, in pursuance generally of the Act of Congress of June 17,  
15 1902 (32 Stat. 388), and the acts amendatory thereof or supplementary thereto, including, but not  
16 limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and supplemented, August 4,  
17 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70 Stat. 483), June 21, 1963  
18 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050), as amended,  
19 and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter  
20 referred to as Federal Reclamation law, between THE UNITED STATES OF AMERICA,  
21 hereinafter referred to as the United States, and CHOWCHILLA WATER DISTRICT, hereinafter  
22 referred to as the Contractor, a public agency of the State of California, duly organized, existing,  
23 and acting pursuant to the laws thereof;

24 WITNESSETH, That:

EXPLANATORY RECITALS

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[1<sup>st</sup>] WHEREAS, the United States and the Contractor entered into a contract dated February 14, 2001, designated Contract No. 14-06-200-3844aA-LTR1-2, as revised by letter of agreement dated December 20, 2001, providing for water service from the Central Valley Project, hereinafter referred to as the “Existing Contract;” and

[2<sup>nd</sup>] WHEREAS, pursuant to subdivision (b) of Article 14 of the Existing Contract, the terms of the Existing Contract are subject to modification to comply with any settlement entered into by the Contractor in *NRDC v. Patterson*, No. CIVS 88-1658-LKK-EM (now styled *Natural Resources Defense Council, et al. v. Rodgers, et al.*, No. CIV-S-88-1658 LKK/GGH); and

[3<sup>th</sup>] WHEREAS, the parties to said litigation have reached agreement on a global resolution of all Claims for Relief in the Seventh Amended Complaint, on the terms and conditions stated in the Stipulation of Settlement dated September 13, 2006, designated Exhibit 1 in the Order Approving Stipulation dated October 23, 2006; and

[4<sup>th</sup>] WHEREAS, the parties hereto desire to amend the Existing Contract as required by said Stipulation of Settlement.

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

1. Subdivision (a) of Article 3 of the Existing Contract is deleted in its entirety, and the following is substituted in lieu thereof:

“(a) During each Year, consistent with all applicable State water rights, permits, and licenses, Federal law, and the Stipulation of Settlement dated September 13, 2006, the Order Approving Stipulation of Settlement, and the Judgment and further orders

48 issued by the Court pursuant to terms and conditions of the Settlement in *Natural*  
49 *Resources Defense Council, et al. v. Rodgers, et al.*, No. CIV-S-88-1658 LKK/GGH,  
50 and subject to the provisions set forth in Articles 11 and 12 of this Contract, the  
51 Contracting Officer shall make available for delivery to the Contractor the entire  
52 quantity of Project Water from Buchanan Unit for irrigation purposes. The quantity of  
53 Water Delivered to the Contractor in accordance with this subdivision shall be paid for  
54 pursuant to the provisions of Articles 4 and 7 of this Contract.”

55 2. Subdivision (a) of Article 11 of the Existing Contract is deleted in its entirety, and  
56 the following is substituted in lieu thereof:

57 “(a) Subject to: (i) the authorized purposes and priorities of the Project and the  
58 requirements of Federal law, and the Stipulation of Settlement dated September 13,  
59 2006, the Order Approving Stipulation of Settlement, the Judgment and further  
60 orders issued by the Court pursuant to terms and conditions of the Settlement in  
61 *Natural Resources Defense Council, et al. v. Rodgers, et al.*, No. CIV-S-88-1658  
62 LKK/GGH and (ii) the obligations of the United States under existing contracts, or  
63 renewals thereof, providing for water deliveries from the Project, the Contracting  
64 Officer shall make all reasonable efforts to optimize Project Water deliveries to the  
65 Contractor as provided in this Contract.”

66 3. Subdivision (b) of Article 12 of the Existing Contract is deleted in its entirety, and  
67 the following is substituted in lieu thereof:

68 “(b) If there is a reduction in total water supply because of errors in physical  
69 operations of the Project, drought, other physical causes beyond the control of the

70 Contracting Officer or actions taken by the Contracting Officer to meet legal  
71 obligations, including but not limited to obligations pursuant to the Stipulation of  
72 Settlement dated September 13, 2006, the Order Approving Stipulation of Settlement,  
73 the Judgment and further orders issued by the Court pursuant to terms and conditions  
74 of the Settlement in *Natural Resources Defense Council, et al. v. Rodgers, et al.*,  
75 No. CIV-S-88-1658 LKK/GGH then, except as provided in subdivision (a) of  
76 Article 18 of this Contract, no liability shall accrue against the United States or any of  
77 its officers, agents, or employees for any damage, direct or indirect, arising  
78 therefrom.”

79 4. Subdivision (b) of Article 14 of the Existing Contract is deleted in its entirety, and  
80 the following is substituted in lieu thereof:

81 “(b) The terms of this Contract are subject to the Stipulation of Settlement dated  
82 September 13, 2006, the Order Approving Stipulation of Settlement, the Judgment and  
83 further orders issued by the Court pursuant to terms and conditions of the Settlement  
84 in *Natural Resources Defense Council, et al. v. Rodgers, et al.*, No. CIV-S-88-1658  
85 LKK/GGH. Nothing in this Contract shall be interpreted to limit or interfere with the  
86 full implementation of this Settlement, Order, the Judgment and further orders issued  
87 by the Court pursuant to terms and conditions of the Settlement.”

88 5. In accordance with the Stipulation of Settlement, this Amendment does not impose  
89 any obligation for Restoration Flows as that term is used in the Stipulation of Settlement referred  
90 to above on the Buchanan Unit.

91 6. Except as specifically amended herein, the Existing Contract is valid and shall  
92 continue in full force and effect as originally written and executed.

93 IN WITNESS WHEREOF, the parties hereto have executed this Contract

94 Amendment as of the day and year first above written.

95 THE UNITED STATES OF AMERICA

96 By: \_\_\_\_\_  
97 Regional Director, Mid-Pacific Region  
98 Bureau of Reclamation

99 CHOWCHILLA WATER DISTRICT

100 (SEAL)

101 By: \_\_\_\_\_  
102 President, Board of Directors

103 Attest:

104 \_\_\_\_\_  
105 Secretary

106 (Final Draft Buchanan Unit Settlement Amendment 11-21-06.doc)