

1 Rev. R.O. Draft 11/14-2006
2 R. O. Draft 10/27-2006
3 Amendment to Contract
4 No. _____-LTR1
[INSERT CONTRACT NO.]

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

9 AMENDMENT TO LONG-TERM RENEWAL CONTRACT BETWEEN
10 THE UNITED STATES
11 AND

12 _____ [INSERT CONTRACTOR NAME]
13 PROVIDING FOR PROJECT WATER SERVICE FROM FRIANT DIVISION
14

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

26 WITNESSETH, That:

27 EXPLANATORY RECITALS

28 [1st] WHEREAS, the United States and the Contractor entered into a contract
29 dated _____, 20____, designated Contract No. _____-LTR1
30 [INSERT CONTRACT NO.], [amended _____,]¹ providing for water service from the Central
31 Valley Project, hereinafter referred to as the “Existing Contract;” and

32 [2nd] WHEREAS, pursuant to subdivision (b) of Article 14 of the Existing
33 Contract, the terms of the Existing Contract are subject to any enforceable order, judgment and/or
34 settlement in *NRDC v. Patterson*, No. CIVS 88-1658-LKK-EM (now styled *Natural Resources*
35 *Defense Council, et al. v. Rodgers, et al.*, No. CIV-S-88-1658 LKK/GGH) and that the Existing
36 Contract shall be timely modified as necessary to effectuate or facilitate any final order, judgment
37 or settlement in said litigation; and

38 [3rd] WHEREAS, the parties to said litigation have reached agreement on a
39 global resolution of all Claims for Relief in the Seventh Amended Complaint, on the terms and
40 conditions stated in the Stipulation of Settlement dated September 13, 2006, designated Exhibit 1
41 in the Order Approving Stipulation dated October 23, 2006; and

42 [4th] WHEREAS, the parties hereto desire to amend the Existing Contract as
43 required by said Stipulation of Settlement.

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

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

48 “(a) During each Year, consistent with all applicable State water rights, permits, and

49 licenses, Federal law, and the Stipulation of Settlement dated September 13, 2006, the
50 Order Approving Stipulation of Settlement, and the Judgment and further orders
51 issued by the Court pursuant to terms and conditions of the Settlement in *Natural*
52 *Resources Defense Council, et al. v. Rodgers, et al.*, No. CIV-S-88-1658 LKK/GGH,
53 and subject to the provisions set forth in Articles 11 and 12 of this Contract, the
54 Contracting Officer shall make available for delivery to the Contractor _____ acre-
55 feet of
56 Class 1 Water and _____ acre-feet of Class 2 Water, both for irrigation and M&I
57 purposes.² The quantity of Water Delivered to the Contractor in accordance with this
58 subdivision shall be scheduled and paid for pursuant to the provisions of Articles 4
59 and 7 of this Contract.”

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

62 “(a) Subject to: (i) the authorized purposes and priorities of the Project and the
63 requirements of Federal law, and the Stipulation of Settlement dated September 13,
64 2006, the Order Approving Stipulation of Settlement, the Judgment and further
65 orders issued by the Court pursuant to terms and conditions of the Settlement in
66 *Natural Resources Defense Council, et al. v. Rodgers, et al.*, No. CIV-S-88-1658
67 LKK/GGH and (ii) the obligations of the United States under existing contracts, or
68 renewals thereof, providing for water deliveries from the Project, the Contracting

¹ This entry is applicable only to LTR1 contracts that were previously amended.

² The entries for contract quantity, class/type of water, and purpose are contractor-specific.

69 Officer shall make all reasonable efforts to optimize Project Water deliveries to the
70 Contractor as provided in this Contract.”

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

73 “(b) If there is a Condition of Shortage because of errors in physical operations of the
74 Project, drought, other physical causes beyond the control of the Contracting Officer
75 or actions taken by the Contracting Officer to meet legal obligations, including but not
76 limited to obligations pursuant to the Stipulation of Settlement dated September 13,
77 2006, the Order Approving Stipulation of Settlement, the Judgment and further
78 orders issued by the Court pursuant to terms and conditions of the Settlement in
79 *Natural Resources Defense Council, et al. v. Rodgers, et al.*, No. CIV-S-88-1658
80 LKK/GGH then, except as provided in subdivision (a) of Article 18 of this Contract,
81 no liability shall accrue against the United States or any of its officers, agents, or
82 employees for any damage, direct or indirect, arising therefrom.”

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

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

91 by the Court pursuant to terms and conditions of the Settlement.”

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

94 IN WITNESS WHEREOF, the parties hereto have executed this Contract
95 Amendment as of the day and year first above written.

96 THE UNITED STATES OF AMERICA

97 By: _____
98 Regional Director, Mid-Pacific Region
99 Bureau of Reclamation

100 [INSERT CONTRACT NAME]

101 (SEAL)

102 By: _____
103 [INSERT TITLE]

104 Attest:

105 _____
106 Secretary

107 (Final Draft Friant Settlement Amendment revised 11-14-06.doc)