

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Central Valley Project, California

AMENDATORY LONG-TERM RENEWAL CONTRACT BETWEEN  
THE UNITED STATES  
AND  
CORNING WATER DISTRICT

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5 AMENDATORY LONG-TERM RENEWAL CONTRACT BETWEEN  
6 THE UNITED STATES  
7 AND  
8 CORNING WATER DISTRICT  
9

10 THIS CONTRACT AMENDMENT, entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2019,  
11 by and between THE UNITED STATES OF AMERICA, acting by and through the Bureau of  
12 Reclamation, U.S. Department of the Interior, hereinafter referred to as the United States,  
13 pursuant to Section 3406(d)(2) of the Central Valley Project Improvement Act (Title XXXIV of  
14 Pub. L. 102-575, 106 Stat. 4706), and the CORNING WATER DISTRICT, hereinafter referred  
15 to as the Contractor, a public agency of the State of California, duly organized, existing, and  
16 acting pursuant to the laws thereof, with its principal place of business in Corning, California:

17 WITNESSETH, That:

18 EXPLANATORY RECITALS

19 [1<sup>st</sup>] WHEREAS, the Contractor and the United States entered into Contract  
20 Number 14-06-200-6575-LTR1, dated February 25, 2005, which provides for the annual delivery  
21 of up to 23,000 acre-feet of Central Valley Project (Project) Water to the Contractor, and

22 [2<sup>nd</sup>] WHEREAS, the Contractor and the United States entered into Amendatory  
23 Contract Number 14-06-200-6575-LTR1A, dated December 18, 2017, hereinafter referred to as  
24 the Existing Contract, which provides for the annual delivery of up to 20,000 acre-feet of Central  
25 Valley Project (Project) Water to the Contractor, and

26 [3<sup>rd</sup>] WHEREAS, the Secretary of the Interior, represented by the Bureau of  
27 Reclamation, hereinafter referred to as Reclamation, and the U.S. Fish and Wildlife Service,  
28 desires to increase the supply of water available to meet the fish and wildlife purposes authorized  
29 by the CVPIA; and

30 [4<sup>th</sup>] WHEREAS, the Contractor is willing, in exchange for compensation, to  
31 permanently relinquish to Reclamation, 5,000 acre-feet per Year of the Contract Total under the  
32 Existing Contract; and

33 [5<sup>th</sup>] WHEREAS, the United States is willing to acquire and manage said 5,000 acre-  
34 feet per Year to meet the fish and wildlife purposes authorized under the CVPIA; and

35 NOW THEREFORE, in consideration of the mutual and dependent covenants herein  
36 contained, it is hereby mutually agreed by the parties hereto to amend the Existing Contract as  
37 follows:

38 PROJECT WATER ENTITLEMENT RELINQUISHED

39 1. The Contactor shall permanently relinquish its entitlement to 5,000 acre-feet per  
40 annum of Project Water pursuant to the Existing Contract and any renewals thereof, in exchange  
41 for reimbursement as specified in Article 3 of this Contract.

42 DEDICATION OF WATER TO FISH AND WILDLIFE PURPOSES

43 2. The 5,000 acre-feet per annum of Project Water to which the Contractor has  
44 permanently relinquished its entitlement pursuant to this Contract shall be managed by the  
45 United States, through Reclamation, for the fish and wildlife purposes described in Section  
46 3406(d)(2) of the CVPIA;

PAYMENT AND INVOICING

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3. (a) The Contractor shall register at the System for Award Management (SAM) website at [www.sam.gov](http://www.sam.gov) prior to execution of this Contract.

(b) All payments by Reclamation under this Contract shall be made by electronic funds transfer (EFT) using the EFT information contained in the SAM database. The Contractor is responsible during performance and through final payment of this Contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete.

(c) The United States shall pay the Contractor \$800.00 per acre-foot for the 5,000 acre-feet permanently relinquished by the Contractor as provided in this Contract.

(d) In accordance with the Prompt Payment Act, payment will be made to the Contractor within 30 days of receipt of a proper invoice that includes the following information for verification and payment processing purposes:

(e) Upon execution of this Contract, the Contractor shall submit an invoice in the amount of \$4,000,000 to the United States at the following address:

U.S. Bureau of Reclamation  
Mid-Pacific Region  
Attention: Water Acquisition Program, MP-410  
RE: 14-06-200-6575-LTR1A  
2800 Cottage Way  
Sacramento, California 95825-1898

71 (f) The United States shall promptly pay the Contractor upon receipt of such  
72 invoice, provided it contains the following information for payment processing purposes:

- 73 (1) Name and address of Corning Water District;
- 74 (2) Invoice date and number;
- 75 (3) The Contract Number “14-06-200-6575-LTR1B”;
- 76 (4) Name, title and phone number of person to notify in event of an  
77 inadequate invoice;
- 78 (5) Remittance address;
- 79 (6) Description, price, quantity, goods and/or services were provided;

80 AMENDED LANGUAGE

81 4. (a) Subdivision (a) of Article 3 of the Existing Contract is amended by  
82 striking the figure “20,000 acre-feet” and inserting in lieu thereof the figure “15,000 acre-feet”.

83 (b) Except as herein modified, the Existing Contract shall be and remain in  
84 full force and effect as originally written and executed.

