

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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1 UNITED STATES
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6 THE UNITED STATES
7 AND
8 CORNING WATER DISTRICT
9

10 THIS CONTRACT AMENDMENT, entered into this _____, day of _____, 2017,
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 Sections 3406(b)(3) and 3406(d)(2) of the Central Valley Project Improvement Act
14 (Title XXXIV of Pub. L. 102-575, 106 Stat. 4706), and the CORNING WATER DISTRICT,
15 hereinafter referred to as the Contractor, a public agency of the State of California, duly
16 organized, existing, and acting pursuant to the laws thereof, with its principal place of business in
17 Corning, California:

18 WITNESSETH, That:

19 EXPLANATORY RECITALS

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

24 [2nd] WHEREAS, the Secretary of the Interior, represented by the Bureau of
25 Reclamation, hereinafter referred to as Reclamation, and the U.S. Fish and Wildlife Service,

26 desires to increase the supply of water available to meet the fish and wildlife purposes authorized
27 by the CVPIA; and

28 [3rd] WHEREAS, the Contractor is willing, in exchange for compensation, to
29 permanently relinquish to Reclamation, 3,000 acre-feet per Year of the Contract Total under the
30 Existing Contract; and

31 [4th] WHEREAS, the United States is willing to acquire and manage said 3,000 acre-
32 feet per Year to meet the fish and wildlife purposes authorized under the CVPIA; and

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

36 PROJECT WATER ENTITLEMENT RELINQUISHED

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

40 DEDICATION OF WATER TO FISH AND WILDLIFE PURPOSES

41 2. The 3,000 acre-feet per annum of Project Water to which the Contractor has
42 permanently relinquished its entitlement pursuant to this Contract shall be managed by the
43 United States, through Reclamation, for the fish and wildlife purposes described in Section
44 3406(d)(2) of the CVPIA;

45 PAYMENT AND INVOICING

46 3. (a) The Contractor shall register at the System for Award Management
47 (SAM) website at www.sam.gov prior to execution of this Contract.

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

56 (c) The United States shall pay the Contractor \$800.00 per acre-foot for the
57 3,000 acre-feet permanently relinquished by the Contractor as provided in this Contract.

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

61 (e) Upon execution of this Contract, the Contractor shall submit an invoice in
62 the amount of \$2,400,000 to the United States at the following address:

63 U.S. Bureau of Reclamation
64 Mid-Pacific Region
65 Attention: Water Acquisition Program, MP-410
66 RE: 14-06-200-6575-LTR1A
67 2800 Cottage Way
68 Sacramento, California 95825-1898

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

- 71 (1) Name and address of Corning Water District;
72 (2) Invoice date and number;

- 73 (3) Corning Water District’s Taxpayer Identification Number;
- 74 (4) The Contract Number “14-06-200-6575-LTR1A”;
- 75 (5) Name, title and phone number of person to notify in event of an
76 inadequate invoice;
- 77 (6) Remittance address;
- 78 (7) Description, price, quantity, goods and/or services were provided;
- 79 (g) Within 30 days of the receipt of payment provided for in Article 3 above,
80 the Contractor shall submit to Reclamation \$679,449.00, which is the full payment of the
81 Contractor’s O&M deficit as shown in Schedule IRR 2017 Schedule A-6A of the Central Valley
82 Project 2017 Irrigation Water Rate Book.

83 AMENDED LANGUAGE

- 84 4. (a) Subdivision (a) of Article 3 of the Existing Contract is amended by
85 striking the figure “23,000 acre-feet” and inserting in lieu thereof the figure “20,000 acre-feet”.
- 86 (b) Except as herein modified, the Existing Contract shall be and remain in
87 full force and effect as originally written and executed.

