

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

AMENDMENT TO THE EXISTING CONTRACT BETWEEN THE UNITED STATES  
AND  
CITY OF WEST SACRAMENTO  
PROVIDING FOR  
PROJECT WATER SERVICE AND FACILITIES REPAYMENT

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AND  
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1           THIS AMENDMENT (“Amendment”) to the Contract Between the United States of  
2 America and the City of West Sacramento, Diverter of Water from Sacramento River Sources,  
3 Providing for Project Water Service and Agreement on Diversion of Water (“Existing Contract”)  
4 (collectively, “Contract”), is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in pursuance generally  
5 of the Act of June 17, 1902, (32 Stat. 388), and acts amendatory thereof or supplementary  
6 thereto, including but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and  
7 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70  
8 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100  
9 Stat. 3050), as amended, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), as  
10 amended, and the Water Infrastructure Improvements for the Nation Act (Public Law 114-  
11 322,130 Stat. 1628), Section 4011 (a-d) and (f) (“WIIN Act”), all collectively hereinafter  
12 referred to as Federal Reclamation law, between the UNITED STATES OF AMERICA,  
13 hereinafter referred to as the United States, represented by the officer executing this Amendment,  
14 hereinafter referred to as the Contracting Officer, and THE CITY OF WEST SACRAMENTO,  
15 hereinafter referred to as the Contractor.

16           WITNESSETH, That:

17 EXPLANATORY RECITALS

18 [1<sup>st</sup>] WHEREAS, the United States and the Contractor entered into Contract Number  
19 0-07-20-W0187, which established terms for the delivery of Project Water to the Contractor, as  
20 in effect the date the WIIN Act was enacted, and as may have been amended; and

21 [2<sup>nd</sup>] WHEREAS, on December 16, 2016, the 114<sup>th</sup> Congress of the United States of  
22 America enacted the WIIN Act; and

23 [3<sup>rd</sup>] WHEREAS, Section 4011(a)(1) provides that “upon request of the contractor, the  
24 Secretary of the Interior shall convert any water service contract in effect on the date of  
25 enactment of this subtitle and between the United States and a water users’ association  
26 [Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under  
27 mutually agreeable terms and conditions.”; and

28 [4<sup>th</sup>] WHEREAS, Section 4011(a)(1) further provides that “the manner of conversion  
29 under this paragraph shall be as follows: (A) Water service contracts that were entered into under  
30 section (e) of the Act of August 4, 1939 (53 Stat. 1196), to be converted under this section shall  
31 be converted to repayment contracts under section 9(d) of that Act (53 Stat. 1195)”; and “(B)  
32 Water service contracts that were entered under subsection (c)(2) of section 9 of the Act of  
33 August 4, 1939 (53 Stat. 1194), to be converted under this section shall be converted to a  
34 contract under subsection (c)(1) of section 9 of that Act (53 Stat. 1195).”; and

35 [5<sup>th</sup>] WHEREAS, Section 4011(a)(4)(C) further provides all contracts entered into  
36 pursuant to Section 4011(a)(1), (2), and (3) shall “not modify other water service, repayment,  
37 exchange and transfer contractual rights between the water users’ association [Contractor], and  
38 the Bureau of Reclamation, or any rights, obligations, or relationships of the water users’  
39 association [Contractor] and their landowners as provided under State law.”; and

40 [6<sup>th</sup>] WHEREAS, Section 4011(d)(3) and (4) of the WIIN Act provides that  
41 “implementation of the provisions of this subtitle shall not alter...(3) the priority of a water  
42 service or repayment contractor to receive water; or (4) except as expressly provided in this  
43 section, any obligations under the reclamation law, including the continuation of Restoration  
44 Fund charges pursuant to section 3407(d) (Public Law 102-575), of the water service and  
45 repayment contractors making prepayments pursuant to this section.”; and

46 [7<sup>th</sup>] WHEREAS, upon the request of the Contractor, the WIIN Act directs the  
47 Secretary to convert municipal and industrial (M&I) water service contracts into repayment  
48 contracts, amend existing repayment contracts, and allow contractors to prepay their construction  
49 cost obligations pursuant to applicable Federal Reclamation law; and

50 [8<sup>th</sup>] WHEREAS, the Contracting Officer and the Contractor agree to amend the  
51 Existing Contract with the execution of this Amendment; and

52 [9<sup>th</sup>] WHEREAS, the Contracting Officer and the Contractor agree that this  
53 Amendment complies with Section 4011 of the WIIN Act.

54 NOW, THEREFORE, in consideration of the covenants herein contained, it is hereby  
55 mutually agreed by the parties hereto as follows:

56 1. **Article 1 of the Existing Contract, entitled DEFINITIONS is amended as**  
57 **follows:**

58 a. **Subdivisions (c) and (g) of Article 1 of the Existing Contract are**  
59 **amended and replaced in their entirety with the following new subdivisions (c) and (g):**

60 (c) “Year” shall mean the period from and including March 1 of each  
61 Calendar Year through the last day of February of the following Calendar Year.

62 (g) “Municipal and Industrial Water” or “M&I” shall mean the use of  
63 Project Water for municipal, industrial, and miscellaneous other purposes not falling under the

64 definition of Irrigation Water or within another category of water use under an applicable Federal  
65 authority.

66 **c. Subdivisions (h) through (w) are added at the end of Article 1 of the**  
67 **Existing Contract as follows:**

68 (h) “Calendar Year” shall mean the period January 1 through  
69 December 31, both dates inclusive.

70 (i) “Charges” shall mean the payments required by Federal  
71 Reclamation law in addition to the Rates and Tiered Pricing Component specified in this  
72 Contract as determined annually by the Contracting Officer pursuant to this Contract.

73 (j) “Condition of Shortage” shall mean a condition respecting the  
74 Project during any Year that the Contracting Officer is unable to deliver sufficient water to meet  
75 the Contract Total.

76 (k) “Contract Total” shall mean the maximum amount of water to  
77 which the Contractor is entitled under subdivision (a) of Article 3 of this Contract.

78 (l) “Full Cost Rate” shall mean an annual rate as determined by the  
79 Contracting Officer that shall amortize the expenditures for construction properly allocable to the  
80 Project irrigation or M&I functions, as appropriate, of facilities in service including all O&M  
81 deficits funded, less payments, over such periods as may be required under Federal Reclamation  
82 law, or applicable contract provisions. Interest will accrue on both the construction expenditures  
83 and funded O&M deficits from October 12, 1982, on costs outstanding at that date, or from the  
84 date incurred in the case of costs arising subsequent to October 12, 1982, and shall be calculated  
85 in accordance with subsections 202(3)(B) and (3)(C) of the Reclamation Reform Act of October  
86 12, 1982 (96 Stat. 1263), as amended, hereinafter referred to as RRA. The Full Cost Rate

87 includes actual operation, maintenance, and replacement costs consistent with Section 426.2 of  
88 the Rules and Regulations for the RRA.

89 (m) "Irrigation Water" shall mean the use of Project Water to irrigate  
90 land primarily for the production of commercial agricultural crops or livestock, and domestic and  
91 other uses that are incidental thereto.

92 (n) "M&I Full Cost Rate" shall mean the Full Cost Rate applicable to  
93 the delivery of M&I Water.

94 (o) "Project Contractors" shall mean all parties who have contracts for  
95 water service for Project Water from the Project with the United States pursuant to Federal  
96 Reclamation law.

97 (p) "Rates" shall mean the payments determined annually by the  
98 Contracting Officer in accordance with the then-current applicable water ratesetting policies for  
99 the Project, as described in subdivision (a) of Article 7 of this Contract.

100 (q) "Recent Historic Average" shall mean the most recent five-year  
101 average of the final forecast of Water Made Available to the Contractor pursuant to this Contract  
102 or its preceding contract(s).

103 (r) "Tiered Pricing Component" shall be the incremental amount to be  
104 paid for each acre-foot of Water Delivered as described in subdivision (j) of Article 7 of this  
105 Contract.

106 (s) "Water Delivered" or "Delivered Water" shall mean Project Water  
107 diverted for use by the Contractor at the point(s) of delivery approved by the Contracting Officer.

108 (t) "Water Made Available" shall mean the estimated amount of  
109 Project Water that can be delivered to the Contractor for the upcoming Year as declared by the  
110 Contracting Officer, pursuant to subdivision (a) of Article 3 of this Contract.

111 (u) “Additional Capital Obligation” shall mean construction costs or  
112 other capitalized costs incurred after [effective date of Amendment] or not reflected in the  
113 Existing Capital Obligation as defined herein and in accordance with Section 4011, subsection  
114 (a)(2)(B) and (a)(3)(B) of the Water Infrastructure Improvements for the Nation Act (Public Law  
115 114-322,130 Stat. 1628) (“WIIN Act”).

116 (v) “Existing Capital Obligation” shall mean the remaining amount of  
117 construction costs or other capitalized costs allocable to the Contractor as described in section  
118 4011, subsections (a)(2)(A) and (a)(3)(A) of the WIIN Act, and as identified in the Central  
119 Valley Project Irrigation Water Rates and/or Municipal and Industrial Water Rates, respectively,  
120 in the Final 2020 Ratebooks, as adjusted to reflect payments not reflected in such schedule. The  
121 Contracting Officer has computed the Existing Capital Obligation and such amount is set forth in  
122 Exhibit C, which is incorporated herein by reference.

123 (w) “Repayment Obligation” for Water Delivered as Irrigation Water  
124 shall mean the Existing Capital Obligation discounted by ½ of the Treasury rate, which shall be  
125 the amount due and payable to the United States, pursuant to section 4011(a)(2)(A) of the WIIN  
126 Act; and for Water Delivered as M&I Water shall mean the amount due and payable to the  
127 United States, pursuant to the section 4011(a)(3)(A) of the WIIN Act.

128 **2. Article 2 of the Existing Contract, entitled TERM OF CONTRACT, is**  
129 **amended and replaced in its entirety with the following new Article 2:**

130 2. (a) This Contract shall be effective [effective date] and shall continue  
131 so long as the Contractor pays applicable Rates and Charges for Project Water under this

132 Contract, consistent with Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat. 1195) as  
133 applicable, and applicable law;

134 (1) Provided, That the Contracting Officer shall not seek to  
135 terminate this Contract for failure to fully or timely pay applicable Rates and Charges by the  
136 Contactor, unless the Contracting Officer has first provided at least sixty (60) calendar days  
137 written notice to the Contractor of such failure to pay and Contractor has failed to cure such  
138 failure to pay, or to diligently commence and maintain full curative payments satisfactory to the  
139 Contracting Officer within the sixty (60) calendar days' notice period;

140 (2) Provided further, The Contracting Officer shall not seek to  
141 suspend making water available or declaring Water Made Available pursuant to this Contract for  
142 non-compliance by the Contractor with the terms of this Contract or Federal law, unless the  
143 Contracting Officer has first provided at least thirty (30) calendar days written notice to the  
144 Contractor and the Contractor has failed to cure such non-compliance, or to diligently commence  
145 curative actions satisfactory to the Contracting Officer for a non-compliance that cannot be fully  
146 cured within the thirty (30) calendar days' notice period. If the Contracting Officer has  
147 suspended making water available pursuant to this paragraph, upon cure of such noncompliance  
148 satisfactory to the Contracting Officer, the Contracting Officer shall resume making water  
149 available and declaring Water Made Available pursuant to this Contract;

150 (3) Provided further, That this Contract may be terminated at  
151 any time by mutual consent of the parties hereto.

152 (b) Upon complete payment of the Repayment Obligation by the  
153 Contractor, and notwithstanding any Additional Capital Obligation that may later be established,

154 the acreage limitations, reporting, and Full Cost pricing provisions of the Reclamation Reform  
155 Act of 1982 shall no longer be applicable to the Contractor pursuant to this Contract.

156 (c) Omit.

157 (d) Notwithstanding any provision of this Contract, the Contractor  
158 reserves and shall have all rights and benefits, under the Act of June 21, 1963 (77. Stat. 68), to  
159 the extent allowed by law.

160 **3. Article 3, of the Existing Contract, entitled WATER TO BE FURNISHED**  
161 **TO THE CONTRACTOR, is amended as follows:**

162 **a. Subdivision (a) of Article 3 of the Existing Contract is amended and**  
163 **replaced in its entirety with a new subdivision (a) as follows:**

164 (a) Subject to the conditions, limitations, and provisions hereinafter  
165 expressed, and only at times when water is unavailable for diversion by the Contractor pursuant  
166 to Permit Number 18150 issued by the California State Water Resources Control Board, the  
167 Contracting Officer shall make available for delivery to the Contractor 9,680 acre-feet of Project  
168 Water for M&I purposes for use within its service area delineated on Exhibit A, attached hereto  
169 and made a part hereof. During each Year, the Contractor shall not divert more than 18,350  
170 acre-feet of water under Permit Number 18150, and a combined total of 23,600 acre-feet of  
171 water under Permit Number 18150 and Project Water under this Contract pursuant to Term 19 of  
172 Permit Number 18150.

173 **b. Subdivision (e) of Article 3 of the Existing Contract is amended and**  
174 **replaced in its entirety with a new subdivision (e) as follows:**

175 (e) Prior to the delivery of water provided from or conveyed through  
176 federally constructed or federally financed facilities pursuant to this Contract, the Contractor  
177 shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation  
178 Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

179                   c.       **Subdivision (h) is added at the end of Article 3 of the Existing**

180 **Contract as follows:**

181                   (h)       The Contractor’s right pursuant to Federal Reclamation law and  
182 applicable State law to the reasonable and beneficial use of the Water Delivered pursuant to this  
183 Contract shall not be disturbed, and this Contract shall continue so long as the Contractor pays  
184 applicable Rates and Charges under this Contract consistent with Section 9(d) or 9(c)(1) of the  
185 Act of August 4, 1939 (53 Stat. 1195) as applicable, and applicable law. Nothing in the  
186 preceding sentence shall affect the Contracting Officer’s ability to impose shortages under  
187 subdivision (b) of Article 6 of this Contract.

188                   **4.       Article 4 of the Existing Contract, entitled QUALITY OF WATER, and**  
189 **Article 20 of the Existing Contract, entitled WATER AND AIR POLLUTION CONTROL**  
190 **are amended and replaced in their entirety with a new Article 4 as follows:**

191   PROTECTION OF WATER AND AIR QUALITY

192                   4.       (a)       The United States does not warrant the quality of the water  
193 delivered to the Contractor and is under no obligation to furnish or construct water treatment  
194 facilities to maintain or improve the quality of water delivered to the Contractor.

195   (b)       The Contractor will comply with all applicable water and air  
196 pollution laws and regulations of the United States and the State of California; and will obtain all  
197 required permits or licenses from the appropriate Federal, State, or local authorities necessary for  
198 the delivery of water by the Contractor; and will be responsible for compliance with all Federal,  
199 State, and local water quality standards applicable to surface and subsurface drainage and/or  
200 discharges generated through the use of Federal or Contractor facilities or Project Water  
201 provided by the Contractor within the its Project Water Service Area.

202   (c)       This Article shall not affect or alter any legal obligations of the  
203 Secretary to provide drainage or other discharge services.

204           **5.     Article 6 of the Existing Contract, entitled WATER SHORTAGE AND**  
205 **APPORTIONMENT, is amended as follows:**

206           **(a)     The heading of the Existing Contract is amended and replaced in its**  
207 **entirety with CONSTRAINTS ON THE AVAILABILITY OF WATER.**

208           **(b)     Subdivisions (a) and (b) of Article 6 of the Existing Contract are**  
209 **amended and replaced in their entirety with the following new subdivisions (a) and (b):**

210                   (a)     In its operation of the Project, the Contracting Officer will use all  
211 reasonable means to guard against a Condition of Shortage in the quantity of Project Water to be  
212 made available to the Contractor pursuant to this Contract. In the event the Contracting Officer  
213 determines that a Condition of Shortage appears probable, the Contracting Officer will notify the  
214 Contractor of said determination as soon as practicable.

215                   (b)     If there is a Condition of Shortage because of inaccurate runoff  
216 forecasting or other similar operational errors affecting the Project; drought and other physical or  
217 natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting  
218 Officer to meet current and future legal obligations, then no liability shall accrue against the  
219 United States or any of its officers, agents, or employees for any damage, direct or indirect,  
220 arising therefrom.

221           (c)     Article 6 of the Existing Contract is amended to add the following new  
222 subdivision (c):

223                   (c)     Project Water furnished under this Contract will be allocated in  
224 accordance with the then-existing Project M&I Water Shortage Policy. Such policy shall be  
225 amended, modified, or superseded only through a public notice and comment procedure.

226           (d)     Article 6 of the Existing Contract is amended to add the following new  
227 subdivision (d):

228                   (d)     By entering into this Contract, the Contractor does not waive any  
229 legal rights or remedies it may have to file or participate in any administrative or judicial  
230 proceeding contesting (i) the sufficiency of the manner in which any Project M&I Water  
231 Shortage Policy adopted after the effective date of this Contract was promulgated; (ii) the

232 substance of such a policy; or (iii) the applicability of such a policy. By agreeing to the  
233 foregoing, the Contracting Officer does not waive any legal defenses or remedies that it may then  
234 have to assert in such a proceeding.

235 **6. Article 7 of the Existing Contract, entitled RATE OF PAYMENT AND**  
236 **QUANTITY OF WATER TO BE PAID FOR, is amended as follows:**

237 **(a) The heading of the Existing Contract is amended and replaced in its**  
238 **entirety with RATES, METHOD OF PAYMENT FOR WATER AND ACCELERATED**  
239 **REPAYMENT OF FACILITIES.**

240 **(b) Subdivision (a) of Article 7 of the Existing Contract is amended and**  
241 **replaced in its entirety with the following new subdivision (a):**

242 **(a) Notwithstanding the Contractor's full prepayment of the**  
243 **Repayment Obligation pursuant to section 4011, subsection (a)(2)(A) and subsection (a)(3)(A) of**  
244 **the WIIN Act, as set forth in Exhibit C, and any payments required pursuant to section 4011,**  
245 **subsection (b) of the WIIN Act, to reflect the adjustment for the final cost allocation as described**  
246 **in this Article, subsection (b), the Contractor's Project construction and other cost obligations**  
247 **shall be determined in accordance with: (i) the Secretary's ratesetting policy for Irrigation Water**  
248 **adopted in 1988 and the Secretary's then-existing ratesetting policy for M&I Water, consistent**  
249 **with the WIIN Act; and such ratesetting policies shall be amended, modified, or superseded only**  
250 **through a public notice and comment procedure; (ii) applicable Federal Reclamation law and**  
251 **associated rules and regulations, or policies; and (iii) other applicable provisions of this Contract.**  
252 **Payments shall be made by cash transaction, electronic funds transfers, or any other mechanism**  
253 **as may be agreed to in writing by the Contractor and the Contracting Officer. The Rates,**  
254 **Charges, and Tiered Pricing Component applicable to the Contractor upon execution of this**

255 Contract are set forth in Exhibit “B,” attached hereto and incorporated herein by reference, as  
256 may be revised annually.

257 (1) The Contractor shall pay the United States as provided for  
258 in this Article of this Contract for all Delivered Water at Rates, Charges, and Tiered Pricing  
259 Component in accordance with policies for Irrigation Water and M&I Water. The Contractor’s  
260 Rates shall be established to recover its estimated reimbursable costs included in the operation &  
261 maintenance component of the Rate and amounts established to recover deficits and other  
262 charges, if any, including construction costs as identified in the following subdivisions.

263 (2) In accordance with the WIIN Act, the Contractor’s  
264 allocable share of Project construction costs will be repaid pursuant to the provisions of this  
265 Contract.

266 (A) The amount due and payable to the United States,  
267 pursuant to the WIIN Act, shall be the Repayment Obligation. The Repayment Obligation has  
268 been computed by the Contracting Officer in a manner consistent with the WIIN Act and is set  
269 forth as a lump sum payment set forth in Exhibit C. The Repayment Obligation is due in lump  
270 sum by **[Month Day, Year] [no later than 60 days after the effective date of the**  
271 **Amendment]** as provided by the WIIN Act. Notwithstanding any Additional Capital Obligation  
272 that may later be established, receipt of the Contractor’s payment of the Repayment Obligation  
273 to the United States shall fully and permanently satisfy the Existing Capital Obligation.

274 (B) Additional Capital Obligations that are not reflected  
275 in the schedule referenced in Exhibit C and properly assignable to the Contractor, shall be repaid  
276 as prescribed by the WIIN Act without interest except as required by law. Consistent with  
277 Federal Reclamation law, interest shall continue to accrue on the M&I portion of the Additional

278 Capital Obligation assigned to the Contractor until such costs are paid. Increases or decreases in  
279 the Additional Capital Obligation assigned to the Contractor caused solely by annual adjustment  
280 of the Additional Capital Obligation assigned to each Project contractor by the Secretary shall  
281 not be considered in determining the amounts to be paid pursuant to this subdivision (a)(2)(B),  
282 however, will be considered under subdivision (b) of this Article. A separate agreement shall be  
283 established by the Contractor and the Contracting Officer to accomplish repayment of the  
284 Additional Capital Obligation assigned to the Contractor within the timeframe prescribed by the  
285 WIIN Act, subject to the following:

286 (1) If the collective Additional Capital  
287 Obligation properly assignable to the contractors exercising conversion under section 4011 of the  
288 WIIN Act is less than five million dollars (\$5,000,000), then the portion of such costs properly  
289 assignable to the Contractor shall be repaid not more than five (5) years after the Contracting  
290 Officer notifies the Contractor of the Additional Capital Obligation; Provided, That the reference  
291 to the amount of five million dollars (\$5,000,000) shall not be a precedent in any other context.

292 (2) If the collective Additional Capital  
293 Obligation properly assignable to the contractors exercising conversion under section 4011 of the  
294 WIIN Act is equal to or greater than five million dollars (\$5,000,000), then the portion of such  
295 costs properly assignable to the Contractor shall be repaid as provided by applicable Federal  
296 Reclamation law and Project ratesetting policy; Provided, That the reference to the amount of  
297 five million dollars (\$5,000,000) shall not be a precedent in any other context.

298 (c) **Subdivision (b) of Article 7 of the Existing Contract is amended and is**  
299 **replaced in its entirety with a new subdivision (b):**

300 (b) In the event that the final cost allocation referenced in Section  
301 4011(b) of the WIIN Act determines that the costs properly assignable to the Contractor are  
302 greater than what has been paid by the Contractor, the Contractor shall be obligated to pay the  
303 remaining allocated costs. The term of such additional repayment contract shall be not less than  
304 one (1) year and not more than ten (10) years, however, mutually agreeable provisions regarding  
305 the rate of repayment of such amount may be developed by the Contractor and Contracting  
306 Officer. In the event that the final cost allocation indicates that the costs properly assignable to  
307 the Contractor are less than what the Contractor has paid, the Contracting Officer shall credit  
308 such overpayment as an offset against any outstanding or future obligations of the Contractor,  
309 with the exception of Restoration Fund charges pursuant to section 3407(d) of Public Law 102-  
310 575.

311 (d) **Subdivisions (c) through (f) of Article 7 of the Existing Contract are**  
312 **amended and replaced in their entirety with the following:**

313 (c) The Contracting Officer shall notify the Contractor of the Rates,  
314 Charges, and Tiered Pricing Component as follows:

315 (1) Prior to July 1 of each Calendar Year, the Contracting  
316 Officer shall provide the Contractor an estimate of the Charges for Project Water that will be  
317 applied to the period October 1, of the current Calendar Year, through September 30, of the  
318 following Calendar Year, and the basis for such estimate. The Contractor shall be allowed not  
319 less than two months to review and comment on such estimates. On or before September 15 of  
320 each Calendar Year, the Contracting Officer shall notify the Contractor in writing of the Charges  
321 to be in effect during the period October 1 of the current Calendar Year, through September 30,  
322 of the following Calendar Year, and such notification shall revise Exhibit "B."

323 (2) Prior to October 1 of each Calendar Year, the Contracting  
324 Officer shall make available to the Contractor an estimate of the Rates and Tiered Pricing  
325 Component for Project Water for the following Year and the computations and cost allocations  
326 upon which those Rates are based. The Contractor shall be allowed not less than two months to  
327 review and comment on such computations and cost allocations. By December 31 of each  
328 Calendar Year, the Contracting Officer shall provide the Contractor with the final Rates and  
329 Tiered Pricing Component to be in effect for the upcoming Year, and such notification shall  
330 revise Exhibit "B."

331 (d) At the time the Contractor submits the initial schedule for the  
332 delivery of Project Water for each Year pursuant to subdivision (b) of Article 10 of this Contract,  
333 the Contractor shall make an advance payment to the United States equal to the total amount  
334 payable pursuant to the applicable Rate(s) set under subdivision (a) of this Article, for the Project  
335 Water scheduled to be delivered pursuant to this Contract during the first two calendar months of  
336 the Year. Before the end of the first month and before the end of each calendar month thereafter,  
337 the Contractor shall make an advance payment to the United States, at the Rate(s) set under  
338 subdivision (a) of this Article, for the Water Scheduled to be delivered pursuant to this Contract  
339 during the second month immediately following. Adjustments between advance payments for  
340 Water Scheduled and payments at Rates due for Water Delivered shall be made before the end of  
341 the following month; Provided, That any revised schedule submitted by the Contractor pursuant  
342 to Article 10 of this Contract which increases the amount of Water Delivered pursuant to this  
343 Contract during any month shall be accompanied with appropriate advance payment, at the Rates  
344 then in effect, to assure that Project Water is not delivered to the Contractor in advance of such  
345 payment. In any month in which the quantity of Water Delivered to the Contractor pursuant to

346 this Contract equals the quantity of Water Scheduled and paid for by the Contractor, no  
347 additional Project Water shall be delivered to the Contractor unless and until an advance  
348 payment at the Rates then in effect for such additional Project Water is made. Final adjustment  
349 between the advance payments for the Water Scheduled and payments for the quantities of Water  
350 Delivered during each Year pursuant to this Contract shall be made as soon as practicable, but no  
351 later than April 30th of the following Year.

352 (e) The Contractor shall also make a payment in addition to the  
353 Rate(s) in subdivision (d) of this Article to the United States for Water Delivered, at the Charges  
354 and appropriate Tiered Pricing Component then in effect, before the end of the month following  
355 the month of delivery. The payments shall be consistent with the quantities of M&I Water  
356 Delivered as shown in the water delivery report for the subject month prepared by the  
357 Contracting Officer. The water delivery report shall be deemed a bill for the payment of Charges  
358 and applicable Tiered Pricing Component for Water Delivered. Adjustment for overpayment or  
359 underpayment of Charges and the Tiered Pricing Component shall be made through the  
360 adjustment of payments due to the United States for Charges for the next month. Any amount to  
361 be paid for past due payment of Charges shall be computed pursuant to Article 13 of this  
362 Contract.

363 (f) Payments to be made by the Contractor to the United States under  
364 this Contract may be paid from any revenues available to the Contractor.

365 (g) All revenues received by the United States from the Contractor  
366 relating to the delivery of Project Water or the delivery of non-Project water through Project  
367 facilities shall be allocated and applied in accordance with Federal Reclamation law and the  
368 associated rules or regulations, and the then-current Project ratesetting policy for M&I Water.

369 (h) The Contracting Officer shall keep its accounts pertaining to the  
370 administration of the financial terms and conditions of its long-term contracts, in accordance  
371 with applicable Federal standards, so as to reflect the application of Project costs and revenues.  
372 The Contracting Officer shall, each Year upon request of the Contractor, provide to the  
373 Contractor a detailed accounting of all Project and Contractor expense allocations, the  
374 disposition of all Project and Contractor revenues, and a summary of all water delivery  
375 information. The Contracting Officer and the Contractor shall enter into good faith negotiations  
376 to resolve any discrepancies or disputes relating to accountings, reports, or information.

377 (i) The parties acknowledge and agree that the efficient administration  
378 of this Contract is their mutual goal. Recognizing that experience has demonstrated that  
379 mechanisms, policies, and procedures used for establishing Rates, Charges, and Tiered Pricing  
380 Component, and/or for making and allocating payments, other than those set forth in this Article  
381 may be in the mutual best interest of the parties, it is expressly agreed that the parties may enter  
382 into agreements to modify the mechanisms, policies, and procedures for any of those purposes  
383 while this Contract is in effect without amending this Contract.

384 (j) (1) Beginning at such time as deliveries of Project Water in a  
385 Year exceed 80 percent of the Contract Total, then before the end of the month following the  
386 month of delivery the Contractor shall make an additional payment to the United States equal to  
387 the applicable Tiered Pricing Component. The Tiered Pricing Component for the amount of  
388 Water Delivered in excess of 80 percent of the Contract Total, but less than or equal to 90  
389 percent of the Contract Total, shall equal one-half of the difference between the Rate established  
390 under subdivision (a) of this Article and the M&I Full Cost Water Rate. The Tiered Pricing  
391 Component for the amount of Water Delivered which exceeds 90 percent of the Contract Total

392 shall equal the difference between (i) the Rate established under subdivision (a) of this Article  
393 and (ii) the M&I Full Cost Water Rate.

394 (2) Omitted.

395 (3) For purposes of determining the applicability of the Tiered  
396 Pricing Component pursuant to this Article, Water Delivered shall include Project Water that the  
397 Contractor transfers to others but shall not include Project Water transferred to the Contractor,  
398 nor shall it include the additional water provided to the Contractor under the provisions of  
399 subdivision (f) of Article 3 of this Contract.

400 (k) For the term of this Contract, Rates under the respective ratesetting  
401 policies will be established to recover only reimbursable O&M (including any deficits) and  
402 capital costs of the Project, as those terms are used in the then-current Project ratesetting  
403 policies, and interest, where appropriate, except in instances where a minimum Rate is applicable  
404 in accordance with the relevant Project ratesetting policy. Changes of significance in practices  
405 which implement the Contracting Officer's ratesetting policies will not be implemented until the  
406 Contracting Officer has provided the Contractor an opportunity to discuss the nature, need, and  
407 impact of the proposed change.

408 (l) Except as provided in subsections 3405(a)(1)(B) and 3405(f) of the  
409 CVPIA, the Rates for Project Water transferred by the Contractor shall be the Contractor's Rates  
410 adjusted upward or downward to reflect the changed costs, if any, incurred by the Contracting  
411 Officer in the delivery of the transferred Project Water to the transferee's point of delivery in  
412 accordance with the then applicable Project ratesetting policy.

413 7. Article 8 of the Existing Contract, entitled METHOD OF PAYMENT FOR  
414 WATER, is deleted in its entirety.

415           **8.     The Article numbers for Articles 9 through 24 of the Existing Contract are**  
416 **amended and redesignated as Articles 8 through 22.**

417           **9.     Subdivision (a) of Article 9, redesignated Article 8, of the Existing Contract,**  
418 **entitled AGREEMENT ON WATER QUANTITIES, is amended by striking “and any**  
419 **renewal thereof”.**

420           **10.    Article 11, redesignated Article 10, of the Existing Contract, entitled**  
421 **SCHEDULES, is amended and replaced in its entirety with the following new Article 10:**

422                   **(a)    The heading of Article 10 of the Existing Contract is amended and**  
423 **replaced in its entirety with TIME FOR DELIVERY OF WATER.**

424                   **(b)    Article 10 of the Existing Contract is amended and replaced in its**  
425 **entirety with the following new Article 10:**

426                           10     (a)     On or about February 20 of each Calendar Year, the  
427 Contracting Officer shall announce the Contracting Officer’s expected declaration of the Water  
428 Made Available. Such declaration will be expressed in terms of both Water Made Available and  
429 the Recent Historic Average and will be updated monthly, and more frequently if necessary,  
430 based on then-current operational and hydrologic conditions and a new declaration with changes,  
431 if any, to the Water Made Available will be made. The Contracting Officer shall provide  
432 forecasts of Project operations and the basis of the estimate, with relevant supporting  
433 information, upon the written request of the Contractor. Concurrently with the declaration of the  
434 Water Made Available, the Contracting Officer shall provide the Contractor with the updated  
435 Recent Historic Average.

436   (b)     On or before each March 1 and at such other times as  
437 necessary, the Contractor shall submit to the Contracting Officer a written schedule, satisfactory

438 to the Contracting Officer, showing the monthly quantities of Project Water to be delivered by  
439 the United States to the Contractor pursuant to this Contract for the Year commencing on such  
440 March 1. The Contracting Officer shall use all reasonable means to deliver Project Water  
441 according to the approved schedule for the Year commencing on such March 1.

442 (c) The Contractor shall not schedule Project Water in excess  
443 of the quantity of Project Water the Contractor intends to put to reasonable and beneficial use  
444 within the Contractor's Service Area or to sell, transfer, or exchange pursuant to subdivision (e)  
445 of Article 3 of this Contract during any Year.

446 (d) Subject to the conditions set forth in subdivision (a) of  
447 Article 3 of this Contract, the United States shall deliver Project Water to the Contractor in  
448 accordance with the initial schedule submitted by the Contractor pursuant to subdivision (b) of  
449 this Article, or any written revision(s), satisfactory to the Contracting Officer, thereto submitted  
450 within a reasonable time prior to the date(s) on which the requested change(s) is/are to be  
451 implemented.

452 **11. Article 12, redesignated Article 11, of the Existing Contract, entitled**  
453 **COMPLIANCE WITH RULES AND REGULATIONS, is amended as follows:**

454 (a) **The heading of Article 11 of the Existing Contract is amended and**  
455 **replaced in its entirety with RULES, REGULATIONS AND DETERMINATIONS.**

456 (b) **Article 11 of the Existing Contract is amended and replaced in its**  
457 **entirety with the following new Article 11:**

458 11. (a) The parties agree that the delivery of Project Water or the  
459 use of Federal facilities pursuant to this Contract is subject to Federal Reclamation law, as  
460 amended and supplemented, and the rules and regulations promulgated by the Secretary of the  
461 Interior under Federal Reclamation law.

462 (b) The Contracting Officer shall have the right to make  
463 determinations necessary to administer this Contract that are consistent with its expressed and

464 implied provisions, the laws of the United States and the State of California, and the rules and  
465 regulations promulgated by the Secretary of the Interior. Such determinations shall be made in  
466 consultation with the Contractor.

467 **12. Article 13, redesignated Article 12, of the Existing Contract, entitled**

468 **PENALTY FOR DELINQUENT PAYMENTS, is amended as follows:**

469 (a) **The heading of Article 12 of the Existing Contract is amended and**  
470 **replaced in its entirety with CHARGES FOR DELINQUENT PAYMENTS.**

471 (b) **Article 12 of the Existing Contract is amended and replaced in its**  
472 **entirety with the following new Article 12:**

473 12. (a) The Contractor shall be subject to interest, administrative,  
474 and penalty charges on delinquent payments. If a payment is not received by the due date, the  
475 Contractor shall pay an interest charge on the delinquent payment for each day the payment is  
476 delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall  
477 pay, in addition to the interest charge, an administrative charge to cover additional costs of  
478 billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the  
479 Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for  
480 each day the payment is delinquent beyond the due date, based on the remaining balance of the  
481 payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for  
482 debt collection services associated with a delinquent payment.

483 (b) The interest rate charged shall be the greater of either the  
484 rate prescribed quarterly in the Federal Register by the Department of the Treasury for  
485 application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate  
486 charged will be determined as of the due date and remain fixed for the duration of the delinquent  
487 period.

488 (c) When a partial payment on a delinquent account is  
489 received, the amount received shall be applied first to the penalty charges, second to the  
490 administrative charges, third to the accrued interest, and finally to the overdue payment.

491 **13. Article 14, redesignated Article 13, of the Existing Contract, entitled**

492 **ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED, is amended**

493 **and replaced in its entirety with the following:**

494                   13.     The provisions of this Contract shall apply to and bind the successors and  
495 assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest  
496 therein by either party shall be valid until approved in writing by the other party.

497                   **14.     Article 15, redesignated Article 14, of the Existing Contract, entitled**  
498 **OFFICIALS NOT TO BENEFIT, is amended and replaced in its entirety with the**  
499 **following new Article 14:**

500                   14.     No Member of or Delegate to the Congress, Resident Commissioner, or  
501 official of the Contractor shall benefit from this Contract other than as a water user or landowner  
502 in the same manner as other water users or landowners.

503                   **15.     Article 16, redesignated Article 15, of the Existing Contract, entitled**  
504 **CONTIGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS, is amended and**  
505 **replaced in its entirety with the following new Article 15:**

506                   15.     The expenditure or advance of any money or the performance of any  
507 obligation of the United States under this Contract shall be contingent upon appropriation or  
508 allotment of funds. Absence of appropriation or allotment of funds shall not relieve the  
509 Contractor from any obligations under this Contract. No liability shall accrue to the United  
510 States in case funds are not appropriated or allotted.

511                   **16.     Article 17, redesignated Article 16, of the Existing Contract, entitled**  
512 **BOOKS, RECORDS, AND REPORTS, is amended and replaced in its entirety with the**  
513 **following:**

514                   16.     The Contractor shall establish and maintain accounts and other books and  
515 records pertaining to administration of the terms and conditions of this Contract, including the  
516 Contractor's financial transactions; water supply data; project operation, maintenance, and  
517 replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop  
518 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting  
519 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on  
520 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws  
521 and regulations, each party to this Contract shall have the right during office hours to examine

522 and make copies of the other party's books and records relating to matters covered by this  
523 Contract.

524 **17. Article 18, redesignated Article 17, of the Existing Contract, entitled EQUAL**  
525 **OPPORTUNITY, is amended and replaced in its entirety with the following new Article**  
526 **17:**

527 **EQUAL EMPLOYMENT OPPORTUNITY**

528 17. During the performance of this Contract, the Contractor agrees as follows:

529 (a) The Contractor will not discriminate against any employee or applicant for  
530 employment because of race, color, religion, sex, sexual orientation, gender identity, or national  
531 origin. The Contractor will take affirmative action to ensure that applicants are employed, and  
532 that employees are treated during employment, without regard to their race, color, religion, sex,  
533 sexual orientation, gender identity, or national origin. Such action shall include, but not be  
534 limited to the following: employment, upgrading, demotion, or transfer; recruitment or  
535 recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and  
536 selection for training, including apprenticeship. The Contractor agrees to post in conspicuous  
537 places, available to employees and applicants for employment, notices to be provided by the  
538 Contracting Officer setting forth the provisions of this nondiscrimination clause.

539 (b) The Contractor will, in all solicitations or advertisements for employees  
540 placed by or on behalf of the Contractor, state that all qualified applicants will receive  
541 consideration for employment without regard to race, color, religion, sex, sexual orientation,  
542 gender identity, or national origin.

543 (c) The contractor will not discharge or in any other manner discriminate  
544 against any employee or applicant for employment because such employee or applicant has  
545 inquired about, discussed, or disclosed the compensation of the employee or applicant or another  
546 employee or applicant. This provision shall not apply to instances in which an employee who has  
547 access to the compensation information of other employees or applicants as part of such  
548 employee's essential job functions discloses the compensation of such other employees or  
549 applicants to individuals who do not otherwise have access to such information, unless such  
550 disclosure is in response to a formal complaint or charge, in furtherance of an investigation,  
551 proceeding, hearing, or action, including an investigation conducted by the employer, or is  
552 consistent with the contractor's legal duty to furnish information.

553 (d) The Contractor will send to each labor union or representative of workers  
554 with which it has a collective bargaining agreement or other contract or understanding, a notice,  
555 to be provided by the Contracting Officer, advising the labor union or workers' representative of  
556 the Contractor's commitments under section 202 of Executive Order 11246 of September 24,  
557 1965, and shall post copies of the notice in conspicuous places available to employees and  
558 applicants for employment.

559 (e) The Contractor will comply with all provisions of Executive Order No.  
560 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of  
561 Labor.

562 (f) The Contractor will furnish all information and reports required by  
563 Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of  
564 the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and  
565 accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to  
566 ascertain compliance with such rules, regulations, and orders.

567 (g) In the event of the Contractor's noncompliance with the nondiscrimination  
568 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be  
569 canceled, terminated or suspended in whole or in part and the Contractor may be declared  
570 ineligible for further Government contracts in accordance with procedures authorized in  
571 Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and  
572 remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule,  
573 regulation, or order of the Secretary of Labor, or as otherwise provided by law.

574 (h) The Contractor will include the provisions of paragraphs (a) through (h) in  
575 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the  
576 Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September  
577 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The  
578 Contractor will take such action with respect to any subcontract or purchase order as may be  
579 directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions  
580 for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or  
581 is threatened with, litigation with a subcontractor or vendor as a result of such direction, the  
582 Contractor may request the United States to enter into such litigation to protect the interests of  
583 the United States.

584 **18. Article 19, redesignated Article 18, of the Existing Contract, entitled TITLE**  
585 **VI, CIVIL RIGHTS ACT OF 1964, is amended as follows:**

586 (a) **The heading of the Existing Contract is amended and replaced in its**  
587 **entirety with COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS.**

588 (b) **Article 18 is amended and replaced in its entirety with the following**  
589 **new Article 18:**

590 18. (a) The Contractor shall comply with Title VI of the Civil  
591 Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub.  
592 L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975  
593 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), and any other applicable civil rights laws,  
594 and with the applicable implementing regulations and any guidelines imposed by the U.S.  
595 Department of the Interior and/or Bureau of Reclamation.

596 (b) These statutes prohibit any person in the United States from  
597 being excluded from participation in, being denied the benefits of, or being otherwise subjected  
598 to discrimination under any program or activity receiving financial assistance from the Bureau of  
599 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this  
600 Contract, the Contractor agrees to immediately take any measures necessary to implement this  
601 obligation, including permitting officials of the United States to inspect premises, programs, and  
602 documents.

603 (c) The Contractor makes this Contract in consideration of and  
604 for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or  
605 other Federal financial assistance extended after the date hereof to the Contractor by the Bureau  
606 of Reclamation, including installment payments after such date on account of arrangements for  
607 Federal financial assistance which were approved before such date. The Contractor recognizes  
608 and agrees that such Federal assistance will be extended in reliance on the representations and  
609 agreements made in this article and that the United States reserves the right to seek judicial  
610 enforcement thereof.

611 (d) Complaints of discrimination against the Contractor shall  
612 be investigated by the Contracting Officer's Office of Civil Rights.

613 **19. Article 21 of the Existing Contract, redesignated Article 19, entitled**  
614 **GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT, is amended**  
615 **as follows:**

616 (a) **Subdivisions (a) and (b) of Article 19 of the Existing Contract are**  
617 **amended and replaced in their entirety with the following new subdivisions (a) and (b):**

618 (a) The obligation of the Contractor to pay the United States as  
619 provided in this Contract is a general obligation of the Contractor notwithstanding the manner in  
620 which the obligation may be distributed among the Contractor's water users and notwithstanding  
621 the default of individual water users in their obligation to the Contractor.

622 (b) The payment of charges becoming due pursuant to this Contract is  
623 a condition precedent to receiving benefits under this Contract. The United States shall not make  
624 water available to the Contractor through Project facilities during any period in which the  
625 Contractor is in arrears in the advance payment of water rates due the United States. The  
626 Contractor shall not deliver water under the terms and conditions of this Contract for lands or  
627 parties that are in arrears in the advance payment of water rates as levied or established by the  
628 Contractor

629 **20. Article 22, redesignated Article 20, of the Existing Contract, entitled**  
630 **NOTICES, is amended and replaced in its entirety with the following new Article 20:**



661 **DETERMINING ADEQUACY OF OPERATION AND MAINTENANCE**

662 26. Omitted.

663 **ADMINISTRATION OF FEDERAL PROJECT LANDS**

664 27. Omitted.

665 **CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY**

666 28. Omitted.

667 **RECLAMATION REFORM ACT OF 1982**

668 29. Omitted.

669 **CERTIFICATION OF NONSEGREGATED FACILITIES**

670 30. Omitted.

671 **PEST MANAGEMENT**

672 31. Omitted.

673 32. The Existing Contract is amended to add Article 33, entitled **MEDIUM FOR**

674 **TRANSMITTING PAYMENTS**, as follows:

675 33. (a) All payments from the Contractor to the United States under this  
676 Contract shall be by the medium requested by the United States on or before the date payment is  
677 due. The required method of payment may include checks, wire transfers, or other types of  
678 payment specified by the United States.

679 (b) Upon execution of the Contract, the Contractor shall furnish the  
680 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose  
681 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising  
682 out of the Contractor's relationship with the United States.

683 **CONFIRMATION OF AMENDMENT**

684 33. Promptly after the execution of this Amendment, the Contractor will provide  
685 evidence to the Contracting Officer that, pursuant to the laws of the State of California, the  
686 Contractor is a legally constituted entity and the Amendment is lawful, valid, and binding on the  
687 Contractor. This Amendment will not be binding on the United States until the Contractor  
688 provides evidence to the Contracting Officer's satisfaction. In addition to other forms of  
689 evidence to meet the requirements of this Article, the Contractor may provide or the Contracting  
690 Officer may require a certified copy of a final decree of a court of competent jurisdiction in the

691 State of California, confirming the proceedings on the part of the Contractor for the authorization  
692 of the execution of this Amendment.

693 Under California law, there is no requirement for court validation proceedings or  
694 decrees for municipal contractors.

695 AMENDMENT DRAFTING CONSIDERATIONS

696 34. This Amendment has been negotiated and reviewed by the parties hereto, each of  
697 whom is sophisticated in the matters to which this Amendment pertains. The double-spaced  
698 Articles of this Amendment have been drafted, negotiated, and reviewed by the parties, and no  
699 one party shall be considered to have drafted the stated articles. Single-spaced articles are  
700 standard articles pursuant to Reclamation policy.

701 35. Except as specifically provided for in this Amendment, the provisions of the  
702 Existing Contract shall continue in full force and effect as originally written and executed.

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

705 UNITED STATES OF AMERICA

706 By: \_\_\_\_\_  
707 Regional Director  
708 Interior Region 10: California-Great Basin  
709 Bureau of Reclamation

710 CITY OF WEST SACRAMENTO  
711 (SEAL)

712 By: \_\_\_\_\_  
713 Mayor

714 Attest:

715 By: \_\_\_\_\_  
716 **Insert Appropriately**