

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

AMENDMENT TO THE EXISTING CONTRACT BETWEEN THE UNITED STATES
AND
COLUSA COUNTY WATER DISTRICT
PROVIDING FOR
PROJECT WATER SERVICE AND FACILITIES REPAYMENT
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Exhibit C – Repayment Obligation and Payoff Schedule

Exhibit D –

17 [1st] WHEREAS, the United States and the Contractor entered into Contract Number
18 14-06-200-304-A-LTR1, which established terms for the delivery of Project Water to the
19 Contractor from the Sacramento River Division, as in effect the date the WIIN Act was enacted,
20 and as may have been amended; and

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

23 [3rd] 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 [4th] 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 [5th] 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 [6th] 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 [7th] WHEREAS, upon the request of the Contractor, the WIIN Act directs the
47 Secretary to convert irrigation and municipal and industrial (M&I) water service contracts into
48 repayment contracts, amend existing repayment contracts, and allow contractors to prepay their
49 construction cost obligations pursuant to applicable Federal Reclamation law; and

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

52 [9th] 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 (m), (o) and (t) of Article 1 of the Existing Contract are**
59 **amended and replaced in their entirety with the following new subdivisions (m), (o) and (t):**

60 (m) “Irrigation Water” shall mean the use of Project Water to irrigate
61 land primarily for the production of commercial agricultural crops or livestock, and domestic and
62 other uses that are incidental thereto.

63 (o) “Municipal and Industrial Water” shall mean the use of Project
64 Water for municipal, industrial, and miscellaneous other purposes not falling under the definition
65 of Irrigation Water or within another category of water use under an applicable Federal authority.

66 (t) “Project Contractors” shall mean all parties who have contracts for
67 water service for Project Water from the Project with the United States pursuant to Federal
68 Reclamation law.

69 **b. Subdivisions (dd) through (ff) are added at the end of Article 1 of the**
70 **Existing Contract as follows:**

71 (dd) “Additional Capital Obligation” shall mean construction costs or
72 other capitalized costs incurred after effective date of Amendment or not reflected in the
73 Existing Capital Obligation as defined herein and in accordance with Section 4011, subsection
74 (a)(2)(B) and (a)(3)(B) of the Water Infrastructure Improvements for the Nation Act (Public Law
75 114-322,130 Stat. 1628) (“WIIN Act”).

76 (ee) “Existing Capital Obligation” shall mean the remaining amount of
77 construction costs or other capitalized costs allocable to the Contractor as described in section
78 4011, subsections (a)(2)(A) and (a)(3)(A) of the WIIN Act, and as identified in the Central
79 Valley Project Irrigation Water Rates and/or Municipal and Industrial Water Rates, respectively,
80 the Central Valley Project 2020 Ratebooks, as adjusted to reflect payments not reflected in such
81 schedule. The Contracting Officer has computed the Existing Capital Obligation and such
82 amount is set forth in Exhibit C, which is incorporated herein by reference.

83 (ff) “Repayment Obligation” for Water Delivered as Irrigation Water
84 shall mean the Existing Capital Obligation discounted by ½ of the Treasury rate, which shall be
85 the amount due and payable to the United States, pursuant to section 4011(a)(2)(A) of the WIIN

86 Act; and for Water Delivered as M&I Water shall mean the amount due and payable to the
87 United States, pursuant to the section 4011(a)(3)(A) of the WIIN Act.

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

90 2. (a) This Contract shall be effective [**effective date**] and shall continue
91 so long as the Contractor pays applicable Rates and Charges under this Contract, consistent with
92 Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat. 1195) as applicable, and applicable
93 law;

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

100 (2) Provided further, That the Contracting Officer shall not
101 seek to suspend making water available or declaring Water Made Available pursuant to this
102 Contract for non-compliance by the Contractor with the terms of this Contract or Federal law,
103 unless the Contracting Officer has first provided at least thirty (30) calendar days written notice
104 to the Contractor and the Contractor has failed to cure such non-compliance, or to diligently
105 commence curative actions satisfactory to the Contracting Officer for a non-compliance that
106 cannot be fully cured within the thirty (30) calendar days' notice period. If the Contracting
107 Officer has suspended making water available pursuant to this paragraph, upon cure of such

108 noncompliance satisfactory to the Contracting Officer, the Contracting Officer shall resume
109 making water available and declaring Water Made Available pursuant to this Contract;

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

112 (b) Upon complete payment of the Repayment Obligation by the
113 Contractor, and notwithstanding any Additional Capital Obligation that may later be established,
114 the acreage limitations, reporting, and the Full Cost pricing provisions of the Reclamation
115 Reform Act of 1982 shall no longer be applicable to the Contractor pursuant to this Contract.

116 (c) Notwithstanding any provision of this Contract, the Contractor
117 reserves and shall have all rights and benefits under the Act of July 2, 1956 (70 Stat. 483), to the
118 extent allowed by law.

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

122 **3. Article 3, of the Existing Contract, entitled WATER TO BE MADE
123 AVAILABLE AND DELIVERED TO THE CONTRACTOR, is amended as follows:**

124 **a. Subdivision (h) of Article 3 of the Existing Contract is amended and**
125 **replaced in its entirety with the following new subdivision (h):**

126 (h) The Contractor's right pursuant to Federal Reclamation law and
127 applicable State law to the reasonable and beneficial use of the Water Delivered pursuant to this
128 Contract shall not be disturbed, and this Contract shall continue so long as the Contractor pays
129 applicable Rates and Charges under this Contract consistent with Section 9(d) or 9(c)(1) of the

130 Act of August 4, 1939 (53 Stat. 1195) as applicable, and applicable law. Nothing in the
131 preceding sentence shall affect the Contracting Officer's ability to impose shortages under
132 Article 11 or subdivision (b) of Article 12 of this Contract.

133 **4. Article 7 of the Existing Contract, entitled RATES AND METHOD OF**
134 **PAYMENT FOR WATER, is amended as follows:**

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

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

140 **(a) Notwithstanding the Contractor's full prepayment of the**
141 **Repayment Obligation pursuant to section 4011, subsection (a)(2)(A) and subsection (a)(3)A) of**
142 **the WIIN Act, as set forth in Exhibit C, and any payments required pursuant to section 4011,**
143 **subsection (b) of the WIIN Act, to reflect the adjustment for the final cost allocation as described**
144 **in this Article, subsection (b), the Contractor's Project construction and other cost obligations**
145 **shall be determined in accordance with: (i) the Secretary's ratesetting policy for Irrigation Water**
146 **adopted in 1988 and the Secretary's then-existing ratesetting policy for M&I Water, consistent**
147 **with the WIIN Act; and such ratesetting policies shall be amended, modified, or superseded only**
148 **through a public notice and comment procedure; (ii) applicable Federal Reclamation law and**
149 **associated rules and regulations, or policies; and (iii) other applicable provisions of this Contract.**
150 **Payments shall be made by cash transaction, electronic funds transfers, or any other mechanism**
151 **as may be agreed to in writing by the Contractor and the Contracting Officer. The Rates and**

152 Charges applicable to the Contractor upon execution of this Contract are set forth in Exhibit “B,”
153 as may be revised annually.

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

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

163 (A) The amount due and payable to the United States,
164 pursuant to the WIIN Act, shall be the Repayment Obligation. The Repayment Obligation has
165 been computed by the Contracting Officer in a manner consistent with the WIIN Act and is set
166 forth as a lump sum payment (M&I and Irrigation) and as four (4) approximately equal annual
167 installments (Irrigation Only) to be repaid no later than three (3) years after the effective date of
168 this Contract as set forth in Exhibit C. **There could be one or two exhibits in most cases due to**
169 **more than one service area [For Irrigation contractors and M&I contractors]** The
170 Repayment Obligation is due in lump sum by **[Month Day, Year]** as provided by the WIIN Act.
171 The Contractor must provide appropriate notice to the Contracting Officer in writing no later
172 than thirty (30) days prior to **[Month Day, Year]** **[Division Level: consider the effective date**
173 **of the contract being converted]** if electing to repay the amount due using the lump sum

174 alternative. If such notice is not provided by such date, the Contractor shall be deemed to have
175 elected the installment payment alternative, in which case, the first such payment shall be made
176 no later than **[Month Day, Year] [Division Level: consider the effective date of the contract**
177 **being converted]**. The second payment shall be made no later than the first anniversary of the
178 first payment date. The third payment shall be made no later than the second anniversary of the
179 first payment date. The final payment shall be made no later than **[Month Day, Year] [no later**
180 **than the third anniversary of the effective date of the contract]**. If the installment payment
181 option is elected by the Contractor, the Contractor may pre-pay the remaining portion of the
182 Repayment Obligation by giving the Contracting Officer sixty (60) days written notice, in which
183 case, the Contracting Officer shall re-compute the remaining amount due to reflect the pre-
184 payment using the same methodology as was used to compute the initial annual installment
185 payment amount, which is illustrated in Exhibit C. Notwithstanding any Additional Capital
186 Obligation that may later be established, receipt of the Contractor's payment of the Repayment
187 Obligation to the United States shall fully and permanently satisfy the Existing Capital
188 Obligation.

189 (B) Additional Capital Obligations that are not reflected
190 in the schedules referenced in Exhibit C and properly assignable to the Contractor, shall be
191 repaid as prescribed by the WIIN Act without interest except as required by law. Consistent with
192 Federal Reclamation law, interest shall continue to accrue on the M&I portion of the Additional
193 Capital Obligation assigned to the Contractor until such costs are paid. Increases or decreases in
194 the Additional Capital Obligation assigned to the Contractor caused solely by annual adjustment
195 of the Additional Capital Obligation assigned to each Project contractor by the Secretary shall

196 not be considered in determining the amounts to be paid pursuant to this subdivision (a)(2)(B),
197 however, will be considered under subdivision (b) of this Article. A separate agreement shall be
198 established by the Contractor and the Contracting Officer to accomplish repayment of the
199 Additional Capital Obligation assigned to the Contractor within the timeframe prescribed by the
200 WIIN Act, subject to the following:

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

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

213 (c) **Article 7 of the Existing Contract is amended to add a new**
214 **subdivision (b); subdivisions (b) through (n) of Article 7 of the Existing Contract are**
215 **redesignated as subdivisions (c) through (o):**

216 (b) In the event that the final cost allocation referenced in Section
217 4011(b) of the WIIN Act determines that the costs properly assignable to the Contractor are

218 greater than what has been paid by the Contractor, the Contractor shall be obligated to pay the
219 remaining allocated costs. The term of such additional repayment contract shall be not less than
220 one (1) year and not more than ten (10) years, however, mutually agreeable provisions regarding
221 the rate of repayment of such amount may be developed by the Contractor and Contracting
222 Officer. In the event that the final cost allocation indicates that the costs properly assignable to
223 the Contractor are less than what the Contractor has paid, the Contracting Officer shall credit
224 such overpayment as an offset against any outstanding or future obligations of the Contractor,
225 with the exception of Restoration Fund charges pursuant to section 3407(d) of Public Law 102-
226 575.

227 **5. Article 12 of the Existing Contract, entitled CONSTRAINTS ON THE**
228 **AVAILABILITY OF WATER, is amended as follows:**

229 **(a) Subdivisions (a) and (b) of Article 12 of the Existing Contract are**
230 **amended and replaced in their entirety with the following new subdivisions (a) and (b):**

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

236 (b) If there is a Condition of Shortage because of inaccurate runoff
237 forecasting or other similar operational errors affecting the Project; drought and other physical or
238 natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting
239 Officer to meet current and future legal obligations, then, except as provided in subdivision (a) of
240 Article 18, no liability shall accrue against the United States or any of its officers, agents, or
241 employees for any damage, direct or indirect, arising therefrom.

242 **6. Article 18 of the Existing Contract, entitled OPINIONS AND**
243 **DETERMINATIONS, is amended to delete existing subdivision (b) and add the following**
244 **new subdivisions (b) and (c):**

245 (b) The parties agree that the delivery of Project Water or the use of Federal
246 facilities pursuant to this Contract is subject to Federal Reclamation law, as amended and
247 supplemented, and the rules and regulations promulgated by the Secretary of the Interior under
248 Federal Reclamation law.

249 (c) The Contracting Officer shall have the right to make determinations
250 necessary to administer this Contract that are consistent with its expressed and implied
251 provisions, the laws of the United States and the State of California, and the rules and regulations
252 promulgated by the Secretary of the Interior. Such determinations shall be made in consultation
253 with the Contractor.

254 7. Article 15 of the Existing Contract, entitled WATER AND AIR
255 POLLUTION CONTROL and Article 16 of the Existing Contract, entitled QUALITY OF
256 WATER, are amended and replaced in their entirety with a new Article 15 as follows:

257 PROTECTION OF WATER AND AIR QUALITY

258 15. (a) OMITTED.

259 (b) The United States will care for, operate and maintain reserved
260 works in a manner that preserves the quality of the water at the highest level possible as
261 determined by the Contracting Officer. The United States does not warrant the quality of the
262 water delivered to the Contractor and is under no obligation to furnish or construct water
263 treatment facilities to maintain or improve the quality of water delivered to the Contractor.

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

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

273 **8. The Article numbers for Articles 17 through 38 of the Existing Contract are**
274 **amended and redesignated as Articles 16 through 37.**

275 **9. Article 20, redesignated Article 19, of the Existing Contract, entitled**
276 **CHARGES FOR DELINQUENT PAYMENTS, is amended and replaced in its entirety**
277 **with the following new Article 19:**

278 19. (a) The Contractor shall be subject to interest, administrative, and
279 penalty charges on delinquent payments. If a payment is not received by the due date, the
280 Contractor shall pay an interest charge on the delinquent payment for each day the payment is
281 delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall
282 pay, in addition to the interest charge, an administrative charge to cover additional costs of
283 billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the
284 Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for
285 each day the payment is delinquent beyond the due date, based on the remaining balance of the
286 payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for
287 debt collection services associated with a delinquent payment.

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

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

295 **10. Article 21, redesignated Article 20, of the Existing Contract, entitled EQUAL**
296 **OPPORTUNITY, is amended and replaced in its entirety with the following new Article**
297 **20:**

298 **EQUAL EMPLOYMENT OPPORTUNITY**

299 20. During the performance of this Contract, the Contractor agrees as follows:

300 (a) The Contractor will not discriminate against any employee or
301 applicant for employment because of race, color, religion, sex, sexual orientation, gender
302 identity, or national origin. The Contractor will take affirmative action to ensure that applicants
303 are employed, and that employees are treated during employment, without regard to their race,
304 color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall

305 include, but not be limited to the following: employment, upgrading, demotion, or transfer;
306 recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of
307 compensation; and selection for training, including apprenticeship. The Contractor agrees to
308 post in conspicuous places, available to employees and applicants for employment, notices to be
309 provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

314 (c) The contractor will not discharge or in any other manner
315 discriminate against any employee or applicant for employment because such employee or
316 applicant has inquired about, discussed, or disclosed the compensation of the employee or
317 applicant or another employee or applicant. This provision shall not apply to instances in which
318 an employee who has access to the compensation information of other employees or applicants
319 as part of such employee's essential job functions discloses the compensation of such other
320 employees or applicants to individuals who do not otherwise have access to such information,
321 unless such disclosure is in response to a formal complaint or charge, in furtherance of an
322 investigation, proceeding, hearing, or action, including an investigation conducted by the
323 employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

338 (g) In the event of the Contractor's noncompliance with the
339 nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this
340 Contract may be canceled, terminated or suspended in whole or in part and the Contractor may
341 be declared ineligible for further Government contracts in accordance with procedures
342 authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be

343 imposed and remedies invoked as provided in Executive Order No. 11246 of September 24,
344 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

355 **11. Article 22, redesignated Article 21, of the Existing Contract, entitled**
356 **GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT, is amended**
357 **as follows:**

358 (a) **Subdivisions (a) and (b) of Article 21 of the Existing Contract are**
359 **amended and replaced in their entirety with the following new subdivisions (a) and (b):**

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

364 (b) The payment of charges becoming due pursuant to this Contract is
365 a condition precedent to receiving benefits under this Contract. The United States shall not make
366 water available to the Contractor through Project facilities during any period in which the
367 Contractor is in arrears in the advance payment of water rates due the United States. The
368 Contractor shall not deliver water under the terms and conditions of this Contract for lands or
369 parties that are in arrears in the advance payment of water rates as levied or established by the
370 Contractor.

371 **12. Article 23, redesignated Article 22, of the Existing Contract, entitled**
372 **COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS, is amended and**
373 **replaced in its entirety with the following new Article 22:**

374 22. (a) The Contractor shall comply with Title VI of the Civil Rights Act
375 of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112,
376 Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-
377 135, Title III; 42 U.S.C. § 6101, et seq.), [Title II of the Americans with Disabilities Act of 1990
378 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.)], and any other applicable civil rights laws, and
379 with the applicable implementing regulations and any guidelines imposed by the U.S.
380 Department of the Interior and/or Bureau of Reclamation.

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

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

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

398 **13. Article 24 of the Existing Contract, entitled PRIVACY ACT**
399 **COMPLIANCE, is redesignated Article 23 and is amended and replaced in its entirety with**
400 **the following new Article 23:**

401 23. (a) The Contractor shall comply with the Privacy Act of 1974 (Privacy
402 Act) (5 U.S.C. § 552a) and the Department of the Interior rules and regulations under the Privacy
403 Act (43 C.F.R. § 2.45, et seq.) in maintaining landholder certification and reporting records
404 required to be submitted to the Contractor for compliance with sections 206, 224(c), and 228 of
405 the Reclamation Reform Act of 1982 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to
406 43 C.F.R. § 426.18.

407 (b) With respect to the application and administration of the criminal
408 penalty provisions of the Privacy Act (5 U.S.C. § 552a(i)), the Contractor and the Contractor's
409 employees who are responsible for maintaining the certification and reporting records referenced

410 in paragraph (a) above are considered to be employees of the Department of the Interior. See
411 5 U.S.C. § 552a(m).

412 (c) The Contracting Officer or a designated representative shall
413 provide the Contractor with current copies of the Department of the Interior Privacy Act
414 regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records
415 Notice (Interior/WBR-31, Acreage Limitation) which govern the maintenance, safeguarding, and
416 disclosure of information contained in the landholders' certification and reporting records.

417 (d) The Contracting Officer shall designate a full-time employee of the
418 Bureau of Reclamation to be the System Manager responsible for making decisions on denials
419 pursuant to 43 C.F.R. §§ 2.61 and 2.64 and amendment requests pursuant to 43 C.F.R. § 2.72.
420 The Contractor is authorized to grant requests by individuals for access to their own records.

421 (e) The Contractor shall forward promptly to the System Manager
422 each proposed denial of access under 43 C.F.R. § 2.64 and each request for amendment of
423 records filed under 43 C.F.R. § 2.71; notify the requester accordingly of such referral; and
424 provide the System Manager with information and records necessary to prepare an appropriate
425 response to the requester. These requirements do not apply to individuals seeking access to their
426 own certification and reporting forms filed with the Contractor pursuant to 43 C.F.R. § 426.18
427 unless the requester elects to cite the Privacy Act as authority for the request.

428 (f) Upon complete payment of the Repayment Obligation by the
429 Contractor, this Article 23 will no longer be applicable.

430 **14. Article 26, of the Existing Contract, entitled WATER CONSERVATION,**
431 **is redesignated Article 25 and is amended as follows:**

432 **(a) The first sentence of subdivision (a) of redesignated Article 25 of the**
433 **Existing Contract is amended and replaced with the following:**

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

438 Additionally, an effective water conservation and efficiency program shall be based on the
439 Contractor's water conservation plan that has been determined by the Contracting Officer to meet

440 the conservation and efficiency criteria for evaluating water conservation plans established under
441 Federal law.

442 **(b) Subdivision (b) of redesignated Article 25 of the Existing Contract is**
443 **amended to strike California Urban Water Conservation Council and insert Mid-Pacific**
444 **Region’s then-existing conservation and efficiency criteria:**

445 (b) Should the amount of M&I Water delivered pursuant to
446 subdivision (a) of Article 3 of this Contract equal or exceed two thousand (2,000) acre-feet per
447 Year, the Contractor shall implement the Best Management Practices identified by the time
448 frames issued by the Mid-Pacific Region’s then-existing conservation and efficiency criteria for
449 such M&I Water unless any such practice is determined by the Contracting Officer to be
450 inappropriate for the Contractor.

451 **(c) Subdivision (d) of redesignated Article 25 of the Existing Contract is**
452 **amended to strike then-current and insert then-existing:**

453 (d) At five (5)-year intervals, the Contractor shall revise its water
454 conservation plan to reflect the then-existing conservation and efficiency criteria for evaluating
455 water conservation plans established under Federal law and submit such revised water
456 management plan to the Contracting Officer for review and evaluation. The Contracting Officer
457 will then determine if the water conservation plan meets Reclamation’s then-existing
458 conservation and efficiency criteria for evaluating water conservation plans established under
459 Federal law.

460 **15. OMITTED.**

461 **16. Article 30, of the Existing Contract, entitled BOOKS, RECORDS, AND**
462 **REPORTS, is redesignated Article 29, and is amended as follows:**

463 **(a) Subdivision (a) of Article 29 of the Existing Contract is amended and**
464 **replaced in its entirety with the following new subdivision (a):**

465 (a) The Contractor shall establish and maintain accounts and other
466 books and records pertaining to administration of the terms and conditions of this Contract,
467 including the Contractor's financial transactions; water supply data; project operation,
468 maintenance, and replacement logs; project land and rights-of-way use agreements; the water
469 users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other
470 matters that the Contracting Officer may require. Reports shall be furnished to the Contracting
471 Officer in such form and on such date or dates as the Contracting Officer may require. Subject
472 to applicable Federal laws and regulations, each party to this Contract shall have the right during
473 office hours to examine and make copies of the other party's books and records relating to
474 matters covered by this Contract.

475 **17. Subdivision (a) of Article 31, redesignated Article 30, of the Existing**
476 **Contract, entitled ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS**
477 **OBLIGATED, is amended and replaced in its entirety with the following new subdivision**

478 **(a):**

479 (a) The provisions of this Contract shall apply to and bind the successors and
480 assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest
481 therein by either party shall be valid until approved in writing by the other party.

482 **18. Article 34, redesignated Article 33, of the Existing Contract, entitled**
483 **OFFICIALS NOT TO BENEFIT, is amended and replaced in its entirety with the**
484 **following new Article 33:**

485 33. No Member of or Delegate to the Congress, Resident Commissioner, or
486 official of the Contractor shall benefit from this Contract other than as a water user or landowner
487 in the same manner as other water users or landowners.

488 **19. Subdivision (a) of Article 35, redesignated Article 34, of the Existing**
489 **Contract, entitled CHANGES IN CONTRACTOR'S SERVICE AREA AND**

490 **BOUNDARIES**, is amended and replaced in its entirety with the following new subdivision

491 (a):

492 **CHANGES IN CONTRACTOR'S ORGANIZATION**

493 (a) While this Contract is in effect, no change may be made in the
494 Contractor's Service Area, Boundaries, or organization, by inclusion or exclusion of lands or by
495 any other changes which may affect the respective rights, obligations, privileges, and duties of
496 either the United States or the Contractor under this Contract including, but not limited to,
497 dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

498 **20. Article 37, redesignated Article 36, of the Existing Contract, entitled**

499 **NOTICES**, is amended and replaced in its entirety with the following new Article 36:

500 36. Any notice, demand, or request authorized or required by this Contract
501 shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid,
502 or delivered to the Area Manager, Bureau of Reclamation, Northern California Area Office,
503 16349 Shasta Dam Boulevard, Shasta Lake, California 96019, and on behalf of the United
504 States, when mailed, postage prepaid, or delivered to the Board of Directors of the Colusa
505 County Water District, P.O. Box 337, 840 First Street, Arbuckle, California 95912. The
506 designation of the addressee or the address may be changed by notice given in the same manner
507 as provided in this article for other notices.

508 **21. OMITTED.**

509 **22. OMITTED.**

510 **23. OMITTED.**

511 **24. OMITTED.**

512 **25. The Existing Contract is amended to add Article 38, entitled**

513 **RECLAMATION REFORM ACT OF 1982**, to be consistent with the WIIN Act, as follows:

543 one party shall be considered to have drafted the stated articles. Single-spaced articles are
544 standard articles pursuant to Reclamation policy.

545 **31.** Except as specifically provided for in this Amendment, the provisions of the

546 Existing Contract shall continue in full force and effect as originally written and executed.

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

549 UNITED STATES OF AMERICA

550 By: _____
551 Regional Director
552 Mid-Pacific Region
553 Bureau of Reclamation

554 COLUSA COUNTY WATER DISTRICT
555 (SEAL)

556 By: _____
557 President of the Board of Directors

558 Attest:

559 By: _____
560 Secretary of the Board of Directors

Contract No. 14-06-200-304-A-P

EXHIBIT C/D

Place holder for Reclamation