

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  
COUNTY OF COLUSA  
PROVIDING FOR  
PROJECT WATER SERVICE AND FACILITIES REPAYMENT  
Table of Contents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
	Preamble .....	1
	Explanatory Recitals .....	1
1	Definitions.....	3
2	Term Of Contract.....	5
3	Water To Be Made Available And Delivered To The Contractor .....	6
4	Rates, Method Of Payment For Water And Accelerated Repayment Of Facilities .....	7
5	Constraints On The Availability Of Water .....	11
6	Opinions And Determinations .....	11
7	Protection Of Water And Air Quality .....	12
8	Redesignation Of Article Numbers In Existing Contract .....	12
9	Charges For Delinquent Payments.....	12
10	Equal Employment Opportunity .....	13
11	General Obligation – Benefits Conditioned Upon Payment.....	14
12	Compliance With Civil Rights Laws And Regulations .....	15
13	Privacy Act Compliance .....	16
14	Water Conservation .....	17
15	Omitted .....	18
16	Books, Records, And Reports.....	18
17	Assignment Limited – Successors And Assigns Obligated.....	18
18	Officials Not To Benefit .....	19
19	Changes In Contractor’s Organization.....	19
20	Notices .....	19
21	Omitted .....	19
22	Omitted .....	19
23	Omitted .....	19
24	Omitted .....	19

25	Reclamation Reform Act Of 1982 .....	19
26	Omitted .....	20
27	Omitted .....	20
28	Medium For Transmitting Payments .....	20
29	Confirmation Of Amendment .....	20
30	Amendment Drafting Considerations .....	20
31	Existing Contract .....	21
	Signature Page	

Exhibit A – Map of Contractor’s Service Area

Exhibit B – Rates and Charges

Exhibit C – Repayment Obligation and Payoff Schedule

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  
COUNTY OF COLUSA  
PROVIDING FOR WATER SERVICE AND FACILITIES REPAYMENT

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

15           WITNESSETH, That:

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37

EXPLANATORY RECITALS

[1<sup>st</sup>] WHEREAS, the United States and the Contractor entered into Contract Number 14-06-200-8310A-LTR1, which established terms for the delivery of Project Water to the Contractor from the Sacramento River Division, as in effect the date the WIIN Act was enacted, and as may have been amended; and

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

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

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

[5<sup>th</sup>] WHEREAS, Section 4011(a)(4)(C) further provides all contracts entered into pursuant to Section 4011(a)(1), (2), and (3) shall “not modify other water service, repayment, 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 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 [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 (m), (p) and (u) of Article 1 of the Existing Contract are**  
59 **amended and replaced in their entirety with the following new subdivisions (m), (p) and**  
60 **(u):**

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

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

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

70 **b. Subdivisions (ee) through (gg) are added at the end of Article 1 of the**  
71 **Existing Contract as follows:**

72 (ee) “Additional Capital Obligation” shall mean construction costs or  
73 other capitalized costs incurred after [effective date of Amendment] or not reflected in the  
74 Existing Capital Obligation as defined herein and in accordance with Section 4011, subsection  
75 (a)(2)(B) and (a)(3)(B) of the Water Infrastructure Improvements for the Nation Act (Public Law  
76 114-322,130 Stat. 1628) (“WIIN Act”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

127 (h) The Contractor's right pursuant to Federal Reclamation law and  
128 applicable State law to the reasonable and beneficial use of the Water Delivered pursuant to this  
129 Contract shall not be disturbed, and this Contract shall continue so long as the Contractor pays  
130 applicable Rates and Charges under this Contract consistent with Section 9(d) or 9(c)(1) of the  
131 Act of August 4, 1939 (53 Stat. 1195) as applicable, and applicable law. Nothing in the

132 preceding sentence shall affect the Contracting Officer's ability to impose shortages under  
133 Article 11 or subdivision (b) of Article 12 of this Contract.

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

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

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

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

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

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

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

164 (A) The amount due and payable to the United States,  
165 pursuant to the WIIN Act, shall be the Repayment Obligation. The Repayment Obligation has  
166 been computed by the Contracting Officer in a manner consistent with the WIIN Act and is set  
167 forth as a lump sum payment (M&I and Irrigation) and as four (4) approximately equal annual  
168 installments (Irrigation Only) to be repaid no later than three (3) years after the effective date of  
169 this Contract as set forth in Exhibit C. **There could be one or two exhibits in most cases due to**  
170 **more than one service area [For Irrigation contractors and M&I contractors]** The  
171 Repayment Obligation is due in lump sum by **[Month Day, Year]** as provided by the WIIN Act.  
172 The Contractor must provide appropriate notice to the Contracting Officer in writing no later  
173 than thirty (30) days prior to **[Month Day, Year] [Division Level: consider the effective date**  
174 **of the contract being converted]** if electing to repay the amount due using the lump sum  
175 alternative. If such notice is not provided by such date, the Contractor shall be deemed to have

176 elected the installment payment alternative, in which case, the first such payment shall be made  
177 no later than **[Month Day, Year] [Division Level: consider the effective date of the contract**  
178 **being converted]**. The second payment shall be made no later than the first anniversary of the  
179 first payment date. The third payment shall be made no later than the second anniversary of the  
180 first payment date. The final payment shall be made no later than **[Month Day, Year] [no later**  
181 **than the third anniversary of the effective date of the contract]**. If the installment payment  
182 option is elected by the Contractor, the Contractor may pre-pay the remaining portion of the  
183 Repayment Obligation by giving the Contracting Officer sixty (60) days written notice, in which  
184 case, the Contracting Officer shall re-compute the remaining amount due to reflect the pre-  
185 payment using the same methodology as was used to compute the initial annual installment  
186 payment amount, which is illustrated in Exhibit C. Notwithstanding any Additional Capital  
187 Obligation that may later be established, receipt of the Contractor's payment of the Repayment  
188 Obligation to the United States shall fully and permanently satisfy the Existing Capital  
189 Obligation.

190 (B) Additional Capital Obligations that are not reflected  
191 in the schedules referenced in Exhibit C and properly assignable to the Contractor, shall be  
192 repaid as prescribed by the WIIN Act without interest except as required by law. Consistent with  
193 Federal Reclamation law, interest shall continue to accrue on the M&I portion of the Additional  
194 Capital Obligation assigned to the Contractor until such costs are paid. Increases or decreases in  
195 the Additional Capital Obligation assigned to the Contractor caused solely by annual adjustment  
196 of the Additional Capital Obligation assigned to each Project contractor by the Secretary shall  
197 not be considered in determining the amounts to be paid pursuant to this subdivision (a)(2)(B),  
198 however, they will be considered under subdivision (b) of this Article. A separate agreement

199 shall be established by the Contractor and the Contracting Officer to accomplish repayment of  
200 the Additional Capital Obligation assigned to the Contractor within the timeframe prescribed by  
201 the WIIN Act, subject to the following:

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

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

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

217 (b) In the event that the final cost allocation referenced in Section  
218 4011(b) of the WIIN Act determines that the costs properly assignable to the Contractor are  
219 greater than what has been paid by the Contractor, the Contractor shall be obligated to pay the  
220 remaining allocated costs. The term of such additional repayment contract shall be not less than  
221 one (1) year and not more than ten (10) years, however, mutually agreeable provisions regarding

222 the rate of repayment of such amount may be developed by the Contractor and Contracting  
223 Officer. In the event that the final cost allocation indicates that the costs properly assignable to  
224 the Contractor are less than what the Contractor has paid, the Contracting Officer shall credit  
225 such overpayment as an offset against any outstanding or future obligations of the Contractor,  
226 with the exception of Restoration Fund charges pursuant to section 3407(d) of Public Law 102-  
227 575.

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

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

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

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

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

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

250 (c) The Contracting Officer shall have the right to make determinations  
251 necessary to administer this Contract that are consistent with its expressed and implied  
252 provisions, the laws of the United States and the State of California, and the rules and regulations

253 promulgated by the Secretary of the Interior. Such determinations shall be made in consultation  
254 with the Contractor.

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

258 **PROTECTION OF WATER AND AIR QUALITY**

259 15. (a) OMITTED.

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

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

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

274 **8. The Article numbers for Articles 17 through 39 of the Existing Contract are**  
275 **amended and redesignated as Articles 16 through 38.**

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

279 19. (a) The Contractor shall be subject to interest, administrative, and  
280 penalty charges on delinquent payments. If a payment is not received by the due date, the  
281 Contractor shall pay an interest charge on the delinquent payment for each day the payment is  
282 delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall  
283 pay, in addition to the interest charge, an administrative charge to cover additional costs of  
284 billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the  
285 Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for

286 each day the payment is delinquent beyond the due date, based on the remaining balance of the  
287 payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for  
288 debt collection services associated with a delinquent payment.

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

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

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

298 **20:**

299 **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

323 investigation, proceeding, hearing, or action, including an investigation conducted by the  
324 employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

339 (g) In the event of the Contractor's noncompliance with the  
340 nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this  
341 Contract may be canceled, terminated or suspended in whole or in part and the Contractor may  
342 be declared ineligible for further Government contracts in accordance with procedures  
343 authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be  
344 imposed and remedies invoked as provided in Executive Order No. 11246 of September 24,  
345 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

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

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

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

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

395 agreements made in this article and that the United States reserves the right to seek judicial  
396 enforcement thereof.

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

399 **13. Article 24 of the Existing Contract, entitled PRIVACY ACT**

400 **COMPLIANCE, is redesignated Article 23 and is amended and replaced in its entirety with**

401 **the following new Article 23:**

402 23. (a) The Contractor shall comply with the Privacy Act of 1974 (Privacy  
403 Act) (5 U.S.C. § 552a) and the Department of the Interior rules and regulations under the Privacy  
404 Act (43 C.F.R. § 2.45, et seq.) in maintaining landholder certification and reporting records  
405 required to be submitted to the Contractor for compliance with sections 206, 224(c), and 228 of  
406 the Reclamation Reform Act of 1982 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to  
407 43 C.F.R. § 426.18.

408 (b) With respect to the application and administration of the criminal  
409 penalty provisions of the Privacy Act (5 U.S.C. § 552a(i)), the Contractor and the Contractor's  
410 employees who are responsible for maintaining the certification and reporting records referenced  
411 in paragraph (a) above are considered to be employees of the Department of the Interior. See  
412 5 U.S.C. § 552a(m).

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

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

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

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

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

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

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

439 Additionally, an effective water conservation and efficiency program shall be based on the  
440 Contractor's water conservation plan that has been determined by the Contracting Officer to meet  
441 the conservation and efficiency criteria for evaluating water conservation plans established under  
442 Federal law.

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

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

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

454                           (d)       At five (5)-year intervals, the Contractor shall revise its water  
455 conservation plan to reflect the then-existing conservation and efficiency criteria for evaluating

456 water conservation plans established under Federal law and submit such revised water  
457 management plan to the Contracting Officer for review and evaluation. The Contracting Officer  
458 will then determine if the water conservation plan meets Reclamation's then-existing  
459 conservation and efficiency criteria for evaluating water conservation plans established under  
460 Federal law.

461 **15. OMITTED.**

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

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

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

476 **17. Subdivision (a) of Article 31, redesignated Article 30, of the Existing**

477 **Contract, entitled ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS**

478 **OBLIGATED, is amended and replaced in its entirety with the following new subdivision**

479 **(a):**

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

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

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

489           **19. Subdivision (a) of Article 35, redesignated Article 34, of the Existing**  
490 **Contract, entitled CHANGES IN CONTRACTOR’S SERVICE AREA, is amended and**  
491 **replaced in its entirety with the following new subdivision (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 or organization, by inclusion or exclusion of lands or by any other  
495 changes which may affect the respective rights, obligations, privileges, and duties of either the  
496 United States or the Contractor under this Contract including, but not limited to, dissolution,  
497 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 Supervisors of the County of  
505 Colusa, 546 Jay Street, Colusa, California 95932. The designation of the addressee or the address  
506 may be changed by notice given in the same manner as provided in this article for other notices.

507           **21. OMITTED.**

508           **22. OMITTED.**

509           **23. OMITTED.**

510           **24. OMITTED.**

511           **25. The Existing Contract is amended to add Article 39, entitled**

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



544           **31.**    Except as specifically provided for in this Amendment, the provisions of the  
545 Existing Contract shall continue in full force and effect as originally written and executed.

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

548 UNITED STATES OF AMERICA

549 By: \_\_\_\_\_  
550 Regional Director  
551 Interior Region 10: California-Great Basin  
552 Bureau of Reclamation

553 COUNTY OF COLUSA  
554 (SEAL)

555 By: \_\_\_\_\_  
556 Chairperson of the Board of Supervisors

557 Attest:

558 By: \_\_\_\_\_  
559 Secretary of the Board of Supervisors