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ENDORSED
SUPERIOR COURT
FILED
MAR - 4 2021
COLUSA COUNTY

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COLUSA COUNTY SUPERIOR COURT
in Dept one

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF COLUSA

COUNTY OF COLUSA, Plaintiff, v. ALL PERSONS INTERESTED IN THE MATTER OF THE AMENDMENT TO THE EXISTING CONTRACT BETWEEN THE UNITED STATES AND COUNTY OF COLUSA PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT, Defendants.	Case No. CV 24516 **COUNTY OF COLUSA'S COMPLAINT FOR VALIDATION JUDGMENT** BY FAX

1. County of Colusa (the "County") files this action seeking a validation judgment, pursuant to Code of Civil Procedure section 860, et seq., Government Code sections 23003, 23004, 25203, 25207, and 53511 as to the Amendment to the Existing Contract Between the United States and County of Colusa Providing for Project Water Service and Facilities Repayment (the "Amendment"), which the Board of Supervisors, on January 5, 2021, approved in substantially the same form presented to it and authorized the execution and delivery of as set

forth in Resolution No. 21-003 ("Resolution").

2. This validation action is brought in this Court under Code of Civil Procedure section 860 as a special in rem proceeding for judicial examination, approval, and confirmation of the proceedings leading up to and including the adoption of the Resolution and resulting approval and execution of the Amendment as set forth in the Resolution. The terms of the Amendment and Reclamation law (43 U.S.C. § 423e) require the institution of this validation action.

3. All such proceedings by and for the County, as set forth herein, were, and are, in the best interests of the County and all interested parties, and were, and are, in conformity with the provisions of all laws and enactments at any time in force or controlling upon said proceedings, whether of law, statute, or ordinance, and whether federal, state, or municipal and were, and are, in conformity with all requirements of all regulatory bodies, agencies, or officials having authority over or asserting authority over said proceedings or any part thereof.

Parties

4. COUNTY OF COLUSA is, and at all times relevant has been, a public agency within the meaning of Code of Civil Procedure section 860.

5. The County is, and at all times relevant has been, a county duly organized and existing under and by virtue of California Constitution Article XI, section 1 and Government Code 23106. Pursuant to Code of Civil Procedure section 860, venue is proper in the County of Colusa because the County's principal office is located in the City of Colusa, California.

6. The Defendants named herein as "ALL PERSONS INTERESTED IN THE MATTER OF THE AMENDMENT TO THE CONTRACT BETWEEN THE UNITED STATES AND COUNTY OF COLUSA PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT" are all interested parties pursuant to Section 861 of the Code of Civil Procedure and are therefore sued by such designation.

Jurisdiction and Venue

7. Jurisdiction resides in this Court pursuant to Code of Civil Procedure section 860, Government Code sections 23003, 23004, 25203, 25207, and 53511.

8. Venue resides in this Court pursuant to Code of Civil Procedure section 860 since

the County's principal office is located in the City of Colusa, California in the County of Colusa.

Publication of the Summons

9. The Williams *Pioneer Review* is a newspaper published, and is of general circulation, in the County of Colusa, and publication of the Summons in this newspaper is consistent with Code of Civil Procedure section 861. The Court should therefore order publication of the Summons in said newspaper pursuant to Code of Civil Procedure section 861.

Factual Background

10. The United States constructed and operates the California Central Valley Project ("CVP" or "Project") for diversion, storage, carriage, distribution, of water; flood control; irrigation, municipal, domestic, and industrial uses; fish and wildlife mitigation, protection and restoration; generation and distribution of electric energy; salinity control; navigation; and other beneficial uses of waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries.

11. On or about March 1, 2005, the County and the United States entered into a Contract Number 14-06-200-8310A-LTR1 (the "Existing Contract"), which provides for the delivery to the County of water diverted through CVP facilities. The Existing Contract further allowed the County to enter subcontracts with member units for the resale and distribution of water furnished pursuant to the Existing Contract. The County obtained a judgment in validation following the execution of the Existing Contract.

12. On or about December 16, 2016, the 114th Congress of the United States of America enacted the Water Infrastructure Improvement for the Nation Act (Pub. L. 114-322, 130 Stat. 1628) ("WIIN Act"). Section 4011(a)(1) of the WIIN Act 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 [Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under mutually agreeable terms and conditions."

13. In 2020, the County requested that the United States Secretary of the Interior convert, pursuant to the WIIN Act, the County's Existing Contract into a repayment Contract

under section 9(d) of the federal Act of August 4, 1939 (53 Stat. 1195).

14. The Amendment includes current standard terms and conditions required by the United States Bureau of Reclamation pursuant to the Reclamation Standard Water Related Contract Articles (PEC P10). The Amendment further provides that, consistent with Section 4011(a)(2)(D) of the WIIN Act, the converted Contract shall continue so long as the contractor pays applicable charges, consistent with section 9(d) of the Act of August 4, 1939 (53 Stat. 1195), and applicable law.

15. The Amendment continues water service to the County in the same quantity, manner, and service area of the Existing Contract. Under the Amendment, ongoing receipt and delivery of water to the County will continue with no expansion of service and no new facilities constructed because the County will deliver water received under the Existing Contract, as modified by the Amendment: (a) to lands within the County boundaries for beneficial use and that have been in production, and (b) through existing County and CVP facilities.

16. The County has reviewed the terms and conditions of the Amendment and finds the form and content thereof to be acceptable to the County and appropriate for execution. The terms and conditions of the Amendment are within the scope of the County's powers and authorities under California law, including Government Code sections 23003–23005, 25204, 25207, and 25690–25693.

17. On January 5, 2021, at a duly noticed and regular meeting of the County's Board of Supervisors, the Board of Supervisors adopted the Resolution. Prior to this meeting and in accord with the provisions of the Ralph M. Brown Act, Government Code sections 54950, et seq., the County timely posted and distributed a written agenda for this meeting describing the Board of Supervisors' intent to consider the adoption of the Resolution, and providing interested parties with the opportunity to review and comment upon the Resolution and Amendment. Attached hereto as **Exhibit A** and incorporated herein in full is a true and correct copy of the Resolution.

18. Through the Board's adoption of the Resolution, the Board authorized the approval, execution, and delivery of the Amendment and authorized additional actions in furtherance

thereof.

19. On January 5, 2021, the County executed the Amendment to the Existing Contract Between the United States and County of Colusa Providing for Project Water Service and Facilities Repayment, Contract Number 14-06-200-8310A-P, to reflect the repayment provisions required by the WIIN Act (the "Amendment"). A true and correct copy of the Amendment is attached as **Exhibit B**.

20. On information and belief, the United States is executed the Amendment on February 1, 2021.

FIRST CAUSE OF ACTION

(Validation Action as to all Defendants)

21. The County incorporates by reference, as if fully set forth herein, each and every paragraph alleged in this Complaint.

22. The County's Board of Supervisors has duly approved and authorized the execution of the Amendment pursuant to the Resolution.

23. Such entry into and execution of the Amendment is authorized and within the scope of the County's rights and powers under Government Code sections 23003–23005, 25204, 25207, and 25690–25693 in order to help assure and safeguard an adequate water supply for the County and its landowners and water users.

24. The County therefore seeks a decree, pursuant to Code of Civil Procedure section 860, et. seq., determining that (a) the County has, and at all times relevant has had, the authority to enter into said Amendment, including as set forth in Government Code sections 23003–23005, 25204, 25207, and 25690–25693; and (b) all of the proceedings of the County and its Board of Supervisors leading up to and including the authorization of the execution, the approval and the ratification of the execution of the Amendment have been taken and performed in all respects, substantive and procedural, as required by law and each and all of said proceedings and execution are valid.

Prayer for Relief

The County prays for relief as follows:

1. That the Court order that jurisdiction over the subject matter and all interested persons be obtained by:

(a) Publishing the summons pursuant to Code of Civil Procedure section 861 and Government Code section 6063 in the manner described herein; and

(b) Providing additional notice of this action to interested persons in the form and manner described herein.

2. That the Court find that the notice procedures in accordance with the Validation Statute, Code of Civil Procedure section 860, et seq., and the notice to be provided by the County in this action as described above, do and will provide due and proper notice to all persons interested in the subject matter of this action, and that pursuant to such notice, this Court has jurisdiction over all persons and the subject matter of this action as of the date specified in the Summons.

3. That the Court find that this action is properly brought under Code of Civil Procedure section 860, et seq., Government Code sections 23003, 23004, 25203, 25207, and 53511.

4. That said judgment be entered determining that: (a) the County has, and at all times relevant has had, the authority to enter into said Amendment, including as set forth in Government Code sections 23003–23005, 25204, 25207, and 25690–25693; and (b) all of the proceedings of the County and its Board of Supervisors leading up to and including the authorization of the execution, the approval and the ratification of the execution of the Amendment have been taken and performed in all respects, substantive and procedural, as required by law and each and all of said proceedings and execution are valid.

5. That the Court find that the judgment as entered in this action be forever binding and conclusive as to all matters herein adjudicated and as to all matters which could have been adjudicated herein, against the County and against all other parties to this action.

6. That the Court provide in its judgment an appropriate injunction pursuant to Code of Civil Procedure section 870 enjoining any person from instituting any action or proceeding to challenge the validity of the Amendment and the Resolution, and any matter which could have

been adjudicated against the County in connection with this action.

7. For fees and costs incurred herein.

8. For such other and further relief as the Court deems just and proper.

DATED: March 4, 2021

DOWNEY BRAND LLP

By: ______________________________

BRIAN E. HAMILTON
Attorneys for Plaintiff COUNTY OF COLUSA

Exhibit A

RESOLUTION NO. 21-003

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE CHAIRPERSON TO EXECUTE AN AMENDMENT TO THE EXISTING CONTRACT BETWEEN THE UNITED STATES AND COUNTY OF COLUSA PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT

WHEREAS, in 2005 the County of Colusa ("County") and the United States ("United States") through the Bureau of Reclamation, entered into a long-term renewal contract 14-06-200-8310A-LTR1 ("Contract") for the delivery of water diverted through Central Valley Water Project facilities ("Project Water");

WHEREAS, on December 16, 2016, Congress enacted the Water Infrastructure Improvements for the Nation Act (Pub. L. 114-322, 130 State. 1628) ("WIIN Act");

WHEREAS, the WIIN Act provides that upon request of the contractor, the Secretary of the Interior shall convert water service contracts into repayment contracts, amend existing repayment contracts, and allow contractors to prepay their construction cost obligations pursuant to applicable Federal Reclamation law

WHEREAS, the County requested that the United States initiate the process to convert the Contract into a repayment contract;

WHEREAS, the County has participated in the contract water conversion negotiation provisions of the WIIN Act with the United States;

WHEREAS, the United States has provided a proposed Amendment to the Existing Contract Between the United States and County of Colusa Providing for Project Water Service and Facilities Repayment with exhibits ("Amendment");

WHEREAS, the Amendment does not involve an increase or decrease in existing water service or contractual water allocations; new construction expansion, or any modification of the existing distribution system of the County or the Central Valley Project; nor any change in the source of water to be delivered, the area of its use, or the uses to which supplies will be put; and

WHEREAS, the United States has circulated the proposed amendment for a public comment period, which concluded on December 21, 2020.

NOW, THEREFORE, BE IT RESOLVED that the attached Amendment to the Existing Contract Between the United States and County of Colusa Providing for Project Water Service and Facilities Repayment, is approved and the Chairperson for the Board of Supervisors is authorized on behalf of the County to execute the Amendment.

PASSED AND ADOPTED this 5th day of January, 2021 by the following vote:

AYES: Supervisors Kent S. Boes, Daurice K. Smith, Gary J. Evans, J. Merced Corona and Denise J. Carter.

NOES: None.

ABSENT: None.

Denise J. Carter, Board Chair

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

By ______________________
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

____
Marcos A. Kropf, County Counsel

Exhibit B

Contract No. 14-06-200-8310A-P

C21-011

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

Article No.	Title	Page No.
	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

C21-011

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

C21-011

Contract No. 14-06-200-8310A-P

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

THIS AMENDMENT ("Amendment") to Long-term Renewal Contract Between the United States and County of Colusa Providing for Project Water Service From the Sacramento River Division ("Existing Contract") (collectively, "Contract"), is made this 14 day of JANUARY, 2021, in pursuance generally of the Act of June 17, 1902, (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050), as amended, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), as amended, and the Water Infrastructure Improvements for the Nation Act (Public Law 114-322,130 Stat. 1628), Section 4011 (a-d) and (f) ("WIIN Act"), all collectively hereinafter referred to as Federal Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this Amendment, hereinafter referred to as the Contracting Officer, and County of Colusa, hereinafter referred to as the Contractor.

WITNESSETH, That:

EXPLANATORY RECITALS

[1st] 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

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

[3rd] 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

[4th] 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

[5th] 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

the Bureau of Reclamation, or any rights, obligations, or relationships of the water users' association [Contractor] and their landowners as provided under State law."; and

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

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

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

[9th] WHEREAS, the Contracting Officer and the Contractor agree that this Amendment complies with Section 4011 of the WIIN Act.

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

1. Article 1 of the Existing Contract, entitled <u>DEFINITIONS</u> is amended as follows:

a. Subdivisions (m), (o) and (u) of Article 1 of the Existing Contract are amended and replaced in their entirety with the following new subdivisions (m), (p) and (u):

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

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

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

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

(ee) “Additional Capital Obligation” shall mean construction costs or other capitalized costs incurred after February 1, 2021 or not reflected in the Existing Capital Obligation as defined herein and in accordance with Section 4011, subsection (a)(2)(B) and (a)(3)(B) of the Water Infrastructure Improvements for the Nation Act (Public Law 114-322,130 Stat. 1628) (“WIIN Act”).

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

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

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

2. Article 2 of the Existing Contract, entitled <u>TERM OF CONTRACT</u>, is amended and replaced in its entirety with the following new Article 2:

2. (a) This Contract shall be effective February 1, 2021 and shall continue so long as the Contractor pays applicable Rates and Charges under this Contract, consistent with Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat. 1195) as applicable, and applicable law;

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

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

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

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

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

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

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

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

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

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

C21-011

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

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

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

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

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

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

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

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

(A) The amount due and payable to the United States, pursuant to the WIIN Act, shall be the Repayment Obligation. The Repayment Obligation has been computed by the Contracting Officer in a manner consistent with the WIIN Act and is set forth as a lump sum payment (M&I and Irrigation) and as four (4) approximately equal annual installments (Irrigation Only) to be repaid no later than three (3) years after the effective date of this Contract as set forth in Exhibit C. The Repayment Obligation is due in lump sum by **April 4, 2021,** as provided by the WIIN Act. The Contractor must provide appropriate notice to the Contracting Officer in writing no later than thirty (30) days prior to **April 4, 2021**, if electing to repay the amount due using the lump sum alternative. If such notice is not provided by such date, the Contractor shall be deemed to have elected the installment payment alternative, in which case, the first such payment shall be made no later than **April, 4 2021**. The second payment shall be made no later than the first anniversary of the first payment date. The third payment shall be made no later than the second anniversary of the first payment date. The final payment shall be made no later than **February 1, 2024**. If the installment payment option is elected by the Contractor, the Contractor may pre-pay the remaining portion of the Repayment Obligation by giving the Contracting Officer sixty (60) days written notice, in which case, the Contracting Officer shall re-compute the remaining amount due to reflect the pre-payment using the same methodology as was used to compute the initial annual installment payment amount, which is illustrated in Exhibit C. Notwithstanding any Additional Capital Obligation that may later be established, receipt of the Contractor's payment of the Repayment Obligation to the United States shall fully and permanently satisfy the Existing Capital Obligation.

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

(1) If the collective Additional Capital Obligation properly assignable to the contractors exercising conversion under section 4011 of the

WIIN Act is less than five million dollars ($5,000,000), then the portion of such costs properly assignable to the Contractor shall be repaid not more than five (5) years after the Contracting Officer notifies the Contractor of the Additional Capital Obligation; Provided, That the reference to the amount of five million dollars ($5,000,000) shall not be a precedent in any other context.

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

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

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

5. Article 12 of the Existing Contract, entitled <u>CONSTRAINTS ON THE AVAILABILITY OF WATER</u>, is amended as follows:

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

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

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

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

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

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

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

<u>PROTECTION OF WATER AND AIR QUALITY</u>

15. (a) OMITTED.

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

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

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

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

9. Article 20, redesignated Article 19, of the Existing Contract, entitled <u>CHARGES FOR DELINQUENT PAYMENTS</u>, is amended and replaced in its entirety with the following new Article 19:

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

payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Article 23, redesignated Article 22, of the Existing Contract, entitled <u>COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS</u>, is amended and replaced in its entirety with the following new Article 22:

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

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

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

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

13. Article 24 of the Existing Contract, entitled <u>PRIVACY ACT COMPLIANCE</u>, is redesignated Article 23 and is amended and replaced in its entirety with the following new Article 23:

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

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

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

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

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

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

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

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

(a) Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this Contract, the Contractor shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations). Additionally, an effective water conservation and efficiency program shall be based on the Contractor's water conservation plan that has been determined by the Contracting Officer to meet the conservation and efficiency criteria for evaluating water conservation plans established under Federal law.

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

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

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

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

15. OMITTED.

16. Article 30, of the Existing Contract, entitled <u>BOOKS, RECORDS, AND REPORTS</u>, is redesignated Article 29, and is amended as follows:

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

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

17. Subdivision (a) of Article 31, redesignated Article 30, of the Existing Contract, entitled <u>ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED</u>, is amended and replaced in its entirety with the following new subdivision (a):

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

18. Article 34, redesignated Article 33, of the Existing Contract, entitled <u>OFFICIALS NOT TO BENEFIT</u>, is amended and replaced in its entirety with the following new Article 33:

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

19. Subdivision (a) of Article 35, redesignated Article 34, of the Existing Contract, entitled <u>CHANGES IN CONTRACTOR'S SERVICE AREA</u>, is amended and replaced in its entirety with the following new subdivision (a):

<u>CHANGES IN CONTRACTOR'S ORGANIZATION</u>

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

20. Article 37, redesignated Article 36, of the Existing Contract, entitled <u>NOTICES</u>, is amended and replaced in its entirety with the following new Article 36:

36. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, Bureau of Reclamation, Northern California Area Office, 16349 Shasta Dam Boulevard, Shasta Lake, California 96019, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Supervisors of the County of Colusa, 546 Jay Street, Colusa, California 95932. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

21. OMITTED.

22. OMITTED.

23. OMITTED.

24. OMITTED.

25. The Existing Contract is amended to add Article 39, entitled <u>RECLAMATION REFORM ACT OF 1982</u>, to be consistent with the WIIN Act, as follows:

39. (a) Upon the Contractor's compliance with and discharge of the Repayment Obligation pursuant to this Contract, subsections (a) and (b) of Section 213 of the Reclamation Reform Act of 1982 (96 Stat. 1269) shall apply to affected lands.

(b) The obligation of the Contractor to pay the Additional Capital Obligation shall not affect the Contractor's status as having repaid all of the construction costs assignable to the Contractor or the applicability of subsections (a) and (b) of section 213 of the Reclamation Reform Act of 1982 (96 Stat. 1269), once the Repayment Obligation is paid.

26. OMITTED.

27. OMITTED.

28. The Existing Contract is amended to add Article 40, entitled <u>MEDIUM FOR TRANSMITTING PAYMENTS</u>, as follows:

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

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

CONFIRMATION OF AMENDMENT

29. Promptly after the execution of this Amendment, the Contractor will provide to the Contracting Officer a certified copy of a final decree of a court of competent jurisdiction in the State of California, confirming the proceedings on the part of the Contractor for the authorization of the execution of this Amendment. This Amendment shall not be binding on the United States until the Contractor secures a final decree.

AMENDMENT DRAFTING CONSIDERATIONS

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

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

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

UNITED STATES OF AMERICA

By: ______________________________
Regional Director
Interior Region 10: California-Great Basin
Bureau of Reclamation

COUNTY OF COLUSA

(SEAL)

By: ______________________________
Chairperson of the Board of Supervisors

Attest:

By: ______________________________
Secretary of the Board of Supervisors

BOARD OF SUPERVISORS COLUSA COUNTY, CA

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

UNITED STATES OF AMERICA

APPROVED AS TO LEGAL FORM AND SUFFICIENCY - REVIEWED BY:
Digitally signed by BRIAN HUGHES
Date: 2021.01 07 09:19:29 -08'00'
OFFICE OF THE REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR
TIME STAMP: 1:37 pm, May 11 2020

By: ______________________________
Regional Director
Interior Region 10: California-Great Basin
Bureau of Reclamation

COUNTY OF COLUSA

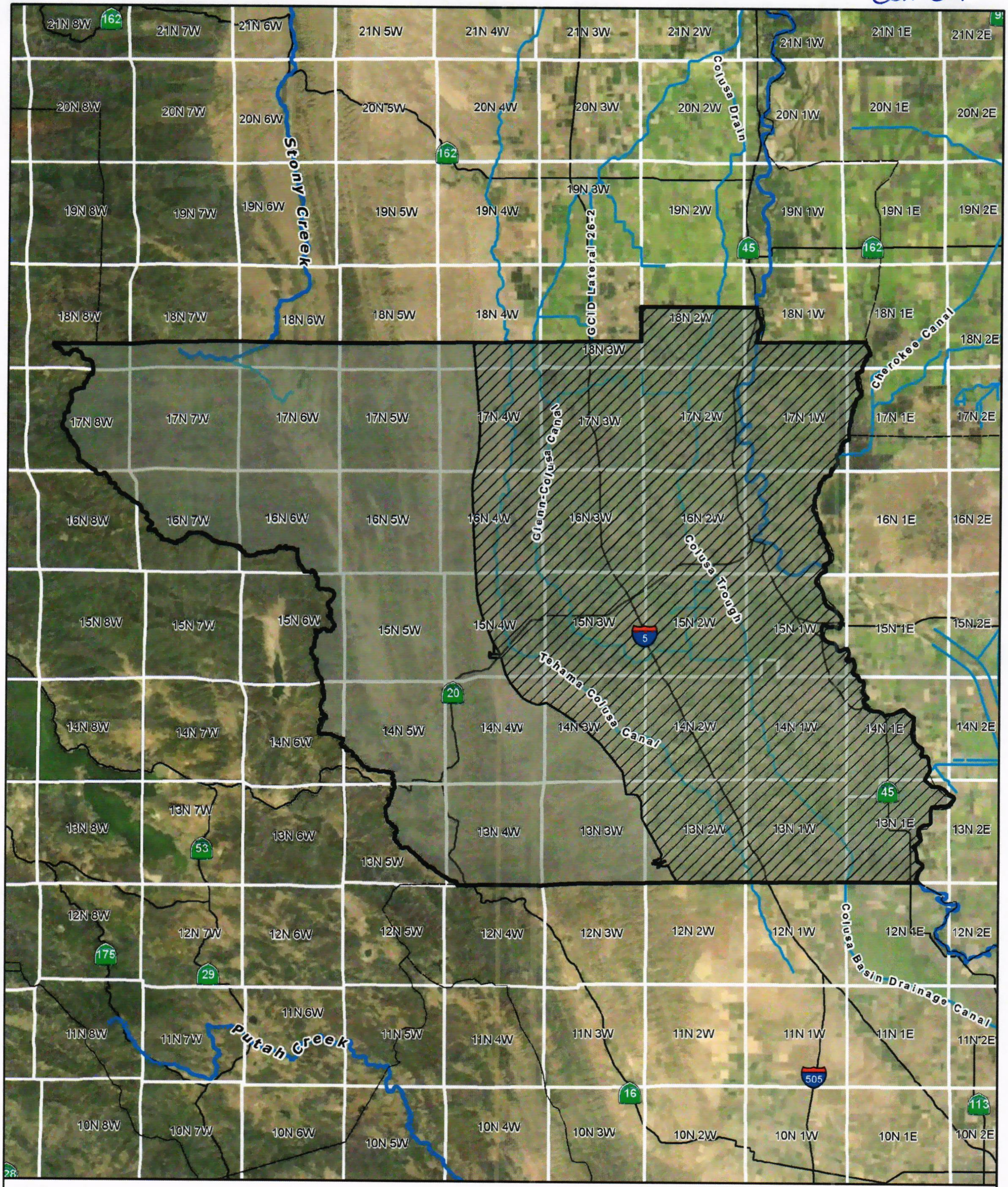
(SEAL)

By: ______________________________
Chairperson of the Board of Supervisors

Attest:

By: ______________________________
Secretary of the Board of Supervisors

C21-011



District Boundary

Contractor's Service Area

County of Colusa

Contract No. 14-06-200-8310A-P

Exhibit A

BUREAU OF RECLAMATION

Date 9/2/2020

File Name N:\Districts\Contracts\cnty_of_colusa\cnty_of_colusa_20200819_107.mxd

0 5 10 Miles

N

602-202-124

C21-011

District Form - Irrigation/M
Contract No.
14-06-200-8310A-P

Exhibit B
County of Colusa
2020 Rates and Charges
(Per Acre-Foot)

	M&I Water
COST-OF-SERVICE (COS) RATES	
Construction Costs	$0 00
O&M Component	
Water Marketing	$6.12
Storage	$14 99
Conveyance	$0 00
Direct Pumping	$0.00
ARRA Component	$0.00
Deficit Rates	
Interest Bearing	$0.00
TOTAL COS RATE *(Tier 1 Rate)*	$21.11
IRRIGATION FULL COST RATE (RRA)	
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981	
M&I FULL COST RATE	$0.00
CHARGES AND ASSESSMENTS *(Payments in Addition to Rates)*	
P.L. 102-575 Surcharges (Restoration Fund Payments)[1] [Section 3407(d)(2)(A)]	$22.23
P.L. 106-377 Assessment (Trinity Public Utilities District)[2] [Appendix B, Section 203]	$0.15

EXPLANATORY NOTES

1 Restoration Fund surcharges under P.L.102-575 are determined on a fiscal year basis (10/1-9/30).

2 The Trinity Public Utilities District Assessment is applicable to each acre-foot of water delivered from 3/1 to 2/28 and is adjusted annually

Recent Historic Use, as defined in the CVP M&I Water Shortage Policy, is 0 acre-feet.

Additional details of the rate components are available on the Internet at www.usbr.gov/mp/cvpwaterrates/ratebooks.

C21-011

Repayment Obligation - Current Calculation under the WIIN Act, Section 4011 (a) (2)

Represents an Estimate of Cost to Repay Construction Based on Unpaid Construction from the 2019 Water Rate Books

Contractor:	**County of Colusa**
Facility:	**Tehama Colusa Canal**
Contract:	**14-06-200-8310L**

Irrigation Construction Cost (2019 Irrigation Ratebook, Schedule A-2Ba and A-2Bc)			
		Unpaid Cost	**Discount**
Construction Cost (Excludes Intertie):		$ -	$ -
Intertie Construction Cost:		$ -	$ -
Total		$ -	$ -
If Paid in Installments (Used 20 yr CMT)			
	Due		
Payment 1	May 1 2019		$ -
Payment 2	May 1 2020		$ -
Payment 3	May 1 2021		$ -
Payment 4	May 1 2022		$ -
Total Installment Payments			$ -
20 yr CMT Rates - 4/23/2018			3.050%
Discount Rate (1/2 of the Treasury Rate per the WIIN Act, Section 4011(a)(2)(A))			1.525%

M&I Construction Cost (2019 M&I Ratebook, Sch A-2Ba)	
	Unpaid Cost
Construction Cost:	$ -

Calculation Support:

	Unpaid Allocated Construction Cost			Unpaid Intertie Construction Cost			Total
Fiscal Yr	Beginning Balance	Straight Line Repayment	Present Value	Beginning Balance	Straight Line Repayment	Present Value	Present Values
2019	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2021	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2024	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2025	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2026	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2028	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2029	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2030	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2031-63				$ -	$ -	$ -	$ -
Total, Lump Sum Payment			$ -			$ -	$ -
Amount of Reduction, Lump Sum			$ -			$ -	$ -