



IN REPLY REFER TO:

CGB-440

2.2.4.2

## United States Department of the Interior

BUREAU OF RECLAMATION  
2800 Cottage Way  
Sacramento, CA 95825-1898



**SEP 15 2020**

Mr. Wade Mathis  
4-M Water District  
P.O. Box 338  
Maxwell, CA 95955

Subject: Water Infrastructure Improvements for the Nation Act Contract No. 0-07-20-W0183-P  
Between the United States and the 4-M Water District Providing for Project Water Service –  
Central Valley Project, California

Dear Mr. Mathis:

Enclosed is an executed original of the subject contract for your records. The Bureau of Reclamation appreciates the effort expended by the 4-M Water District and its representatives relative to this contract.

The exhibit titled, "Repayment Obligation – Current Calculation Under the WIIN Act, Section 4011 (a) (2)", for the Contract Amendment will be finalized on the Effective Date of the Contract Amendment, in accordance with the Water Infrastructure Improvements for the Nation Act of 2016 (Public Law 114-322).

If there are any questions, please contact Mr. Stanley Data, Repayment Specialist, at 916-978-5246 or [sdata@usbr.gov](mailto:sdata@usbr.gov).

Sincerely,

**Ernest  
Conant**

Digitally signed by Ernest  
Conant  
Date: 2020.09.15 12:41:22  
-07'00'

Ernest A. Conant  
Regional Director

Enclosure

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  
4-M WATER DISTRICT  
PROVIDING FOR  
PROJECT WATER SERVICE AND FACILITIES REPAYMENT  
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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  
4-M WATER DISTRICT  
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, Contract No. 14-06-200-8310A-LTR1, as assigned by the Assignment of  
4 Contract, Acceptance Thereof, and Consent Thereto between the United States, the County of  
5 Colusa, and 4-M Water District, Contract No. 0-07-20-W0183-R-1 (“Existing Contract”)  
6 (collectively, “Contract”), is made this 15th day of September, 2020, in pursuance generally of  
7 the Act of June 17, 1902, (32 Stat. 388), and acts amendatory thereof or supplementary thereto,  
8 including but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and  
9 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70  
10 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100  
11 Stat. 3050), as amended, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), as  
12 amended, and the Water Infrastructure Improvements for the Nation Act (Public Law 114-  
13 322, 130 Stat. 1628), Section 4011 (a-d) and (f) (“WIIN Act”), all collectively hereinafter  
14 referred to as Federal Reclamation law, between the UNITED STATES OF AMERICA,  
15 hereinafter referred to as the United States, represented by the officer executing this Amendment,  
16 hereinafter referred to as the Contracting Officer, and 4-M Water District, hereinafter referred to  
17 as the Contractor.



18 WITNESSETH, That:

19 EXPLANATORY RECITALS

20 [1<sup>st</sup>] WHEREAS, the United States and the Contractor entered into Contract Number  
21 0-07-20-W0183-R-1, which established terms for the delivery of Project Water to the Contractor  
22 from the Sacramento River Division, as in effect the date the WIIN Act was enacted, and as may  
23 have been amended; and

24 [2<sup>nd</sup>] WHEREAS, pursuant to the Existing Contract, on September 15, 2015 the  
25 Contractor subsequently relinquished and assigned 5% of its assigned allocation to the County of  
26 Colusa, resulting in a final assignment of 5,415 acre-feet of water to the Contractor; and

27 [3<sup>rd</sup>] WHEREAS, on December 16, 2016, the 114<sup>th</sup> Congress of the United States of  
28 America enacted the WIIN Act; and

29 [4<sup>th</sup>] WHEREAS, Section 4011(a)(1) provides that “upon request of the contractor, the  
30 Secretary of the Interior shall convert any water service contract in effect on the date of  
31 enactment of this subtitle and between the United States and a water users’ association  
32 [Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under  
33 mutually agreeable terms and conditions.”; and

34 [5<sup>th</sup>] WHEREAS, Section 4011(a)(1) further provides that “the manner of conversion  
35 under this paragraph shall be as follows: (A) Water service contracts that were entered into under  
36 section (e) of the Act of August 4, 1939 (53 Stat. 1196), to be converted under this section shall  
37 be converted to repayment contracts under section 9(d) of that Act (53 Stat. 1195)”; and “(B)  
38 Water service contracts that were entered under subsection (c)(2) of section 9 of the Act of

39 August 4, 1939 (53 Stat. 1194), to be converted under this section shall be converted to a  
40 contract under subsection (c)(1) of section 9 of that Act (53 Stat. 1195).”; and

41 [6<sup>th</sup>] WHEREAS, Section 4011(a)(4)(C) further provides all contracts entered into  
42 pursuant to Section 4011(a)(1), (2), and (3) shall “not modify other water service, repayment,  
43 exchange and transfer contractual rights between the water users’ association [Contractor], and  
44 the Bureau of Reclamation, or any rights, obligations, or relationships of the water users’  
45 association [Contractor] and their landowners as provided under State law.”; and

46 [7<sup>th</sup>] WHEREAS, Section 4011(d)(3) and (4) of the WIIN Act provides that  
47 “implementation of the provisions of this subtitle shall not alter...(3) the priority of a water  
48 service or repayment contractor to receive water; or (4) except as expressly provided in this  
49 section, any obligations under the reclamation law, including the continuation of Restoration  
50 Fund charges pursuant to section 3407(d) (Public Law 102-575), of the water service and  
51 repayment contractors making prepayments pursuant to this section.”; and

52 [8<sup>th</sup>] WHEREAS, upon the request of the Contractor, the WIIN Act directs the  
53 Secretary to convert irrigation and municipal and industrial (M&I) water service contracts into  
54 repayment contracts, amend existing repayment contracts, and allow contractors to prepay their  
55 construction cost obligations pursuant to applicable Federal Reclamation law; and

56 [9<sup>th</sup>] WHEREAS, the Contracting Officer and the Contractor agree to amend the  
57 Existing Contract with the execution of this Amendment; and

58 [10<sup>th</sup>] WHEREAS, the Contracting Officer and the Contractor agree that this  
59 Amendment complies with Section 4011 of the WIIN Act.

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

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

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

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

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

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

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

78 (ee) "Additional Capital Obligation" shall mean construction costs or  
79 other capitalized costs incurred after November 1, 2020 or not reflected in the Existing Capital  
80 Obligation as defined herein and in accordance with Section 4011, subsection (a)(2)(B) and  
81 (a)(3)(B) of the Water Infrastructure Improvements for the Nation Act (Public Law 114-322,130  
82 Stat. 1628) ("WIIN Act").

83 (ff) "Existing Capital Obligation" shall mean the remaining amount of  
84 construction costs or other capitalized costs allocable to the Contractor as described in section  
85 4011, subsections (a)(2)(A) and (a)(3)(A) of the WIIN Act, and as identified in the Central

86 Valley Project Irrigation Water Rates and/or Municipal and Industrial Water Rates, respectively,  
87 the Central Valley Project 2020 Ratebooks, as adjusted to reflect payments not reflected in such  
88 schedule. The Contracting Officer has computed the Existing Capital Obligation and such  
89 amount is set forth in Exhibit C, which is incorporated herein by reference.

90 (gg) "Repayment Obligation" for Water Delivered as Irrigation Water  
91 shall mean the Existing Capital Obligation discounted by ½ of the Treasury rate, which shall be  
92 the amount due and payable to the United States, pursuant to section 4011(a)(2)(A) of the WIIN  
93 Act; and for Water Delivered as M&I Water shall mean the amount due and payable to the  
94 United States, pursuant to the section 4011(a)(3)(A) of the WIIN Act.

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

97 2. (a) This Contract shall be effective November 1, 2020 and shall  
98 continue so long as the Contractor pays applicable Rates and Charges under this Contract,  
99 consistent with Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat. 1195) as applicable,  
100 and applicable law;

101 (1) Provided, That the Contracting Officer shall not seek to  
102 terminate this Contract for failure to fully or timely pay applicable Rates and Charges by the  
103 Contactor, unless the Contracting Officer has first provided at least sixty (60) calendar days  
104 written notice to the Contractor of such failure to pay and Contractor has failed to cure such

105 failure to pay, or to diligently commence and maintain full curative payments satisfactory to the  
106 Contracting Officer within the sixty (60) calendar days' notice period;

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

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

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

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



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

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

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

133 (h) The Contractor's right pursuant to Federal Reclamation law and  
134 applicable State law to the reasonable and beneficial use of the Water Delivered pursuant to this  
135 Contract shall not be disturbed, and this Contract shall continue so long as the Contractor pays  
136 applicable Rates and Charges under this Contract consistent with Section 9(d) or 9(c)(1) of the  
137 Act of August 4, 1939 (53 Stat. 1195) as applicable, and applicable law. Nothing in the  
138 preceding sentence shall affect the Contracting Officer's ability to impose shortages under  
139 Article 11 or subdivision (b) of Article 12 of this Contract.

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

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

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

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

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

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

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

170 (A) The amount due and payable to the United States,  
171 pursuant to the WIIN Act, shall be the Repayment Obligation. The Repayment Obligation has  
172 been computed by the Contracting Officer in a manner consistent with the WIIN Act and is set  
173 forth as a lump sum payment (M&I and Irrigation) and as four (4) approximately equal annual  
174 installments (Irrigation Only) to be repaid no later than three (3) years after the effective date of  
175 this Contract as set forth in Exhibit C. The Repayment Obligation is due in lump sum by  
176 **December 31, 2020** as provided by the WIIN Act. The Contractor must provide appropriate  
177 notice to the Contracting Officer in writing no later than thirty (30) days prior to **December 31,**  
178 **2020** if electing to repay the amount due using the lump sum alternative. If such notice is not  
179 provided by such date, the Contractor shall be deemed to have elected the installment payment  
180 alternative, in which case, the first such payment shall be made no later than **December 31,**

181 **2020**. The second payment shall be made no later than the first anniversary of the first payment  
182 date. The third payment shall be made no later than the second anniversary of the first payment  
183 date. The final payment shall be made no later than **November 1, 2023**. If the installment  
184 payment option is elected by the Contractor, the Contractor may pre-pay the remaining portion  
185 of the Repayment Obligation by giving the Contracting Officer sixty (60) days written notice, in  
186 which case, the Contracting Officer shall re-compute the remaining amount due to reflect the  
187 pre-payment using the same methodology as was used to compute the initial annual installment  
188 payment amount, which is illustrated in Exhibit C. Notwithstanding any Additional Capital  
189 Obligation that may later be established, receipt of the Contractor's payment of the Repayment  
190 Obligation to the United States shall fully and permanently satisfy the Existing Capital  
191 Obligation.

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

202 Additional Capital Obligation assigned to the Contractor within the timeframe prescribed by the  
203 WIIN Act, subject to the following:

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

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

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

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



224 the rate of repayment of such amount may be developed by the Contractor and Contracting  
225 Officer. In the event that the final cost allocation indicates that the costs properly assignable to  
226 the Contractor are less than what the Contractor has paid, the Contracting Officer shall credit  
227 such overpayment as an offset against any outstanding or future obligations of the Contractor,  
228 with the exception of Restoration Fund charges pursuant to section 3407(d) of Public Law 102-  
229 575.

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

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

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

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

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

248 (b) The parties agree that the delivery of Project Water or the use of Federal  
249 facilities pursuant to this Contract is subject to Federal Reclamation law, as amended and

250 supplemented, and the rules and regulations promulgated by the Secretary of the Interior under  
251 Federal Reclamation law.

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

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

260 PROTECTION OF WATER AND AIR QUALITY

261 15. (a) OMITTED.

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

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

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

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

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

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

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

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

298           **10.    Article 21, redesignated Article 20, of the Existing Contract, entitled EQUAL**  
299 **OPPORTUNITY, is amended and replaced in its entirety with the following new Article**  
300 **20:**

301   **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

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

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

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

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

346 imposed and remedies invoked as provided in Executive Order No. 11246 of September 24,  
347 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

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



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

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

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

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

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

404                   23.     (a)     The Contractor shall comply with the Privacy Act of 1974 (Privacy  
 405 Act) (5 U.S.C. § 552a) and the Department of the Interior rules and regulations under the Privacy  
 406 Act (43 C.F.R. § 2.45, et seq.) in maintaining landholder certification and reporting records  
 407 required to be submitted to the Contractor for compliance with sections 206, 224(c), and 228 of  
 408 the Reclamation Reform Act of 1982 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to  
 409 43 C.F.R. § 426.18.

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

413 in paragraph (a) above are considered to be employees of the Department of the Interior. See  
414 5 U.S.C. § 552a(m).

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

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

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

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

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

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

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

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

443 the conservation and efficiency criteria for evaluating water conservation plans established under  
444 Federal law.

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

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

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

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

463 **15. OMITTED.**

464

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

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

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

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

482 **(a):**

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

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

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

492           **19. Subdivision (a) of Article 35, redesignated Article 34, of the Existing**  
493 **Contract, entitled CHANGES IN CONTRACTOR’S SERVICE AREA, is amended and**  
494 **replaced in its entirety with the following new subdivision (a):**

495                           **CHANGES IN CONTRACTOR’S ORGANIZATION**

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

501           **20. Article 37, redesignated Article 36, of the Existing Contract, entitled**  
502 **NOTICES, is amended and replaced in its entirety with the following new Article 36:**

503                   36. Any notice, demand, or request authorized or required by this Contract  
504 shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid,  
505 or delivered to the Area Manager, Bureau of Reclamation, Northern California Area Office,  
506 16349 Shasta Dam Boulevard, Shasta Lake, California 96019, and on behalf of the United  
507 States, when mailed, postage prepaid, or delivered to the Board of Directors of the 4-M Water  
508 District, P.O. Box 338, Maxwell, California 95955. The designation of the addressee or the  
509 address may be changed by notice given in the same manner as provided in this article for other  
510 notices.

511           **21. OMITTED.**

512           **22. OMITTED.**

513           **23. OMITTED.**

514           **24. OMITTED.**

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

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





542


AMENDMENT DRAFTING CONSIDERATIONS

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


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

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


552 UNITED STATES OF AMERICA

553 By:   
554 Regional Director  
555 Interior Region 10: California-Great Basin  
556 Bureau of Reclamation

557 4M WATER DISTRICT  
558 (SEAL)

559 By:   
560 President of the Board of Directors

561 Attest:


562 By:   
563 Secretary of the Board of Directors

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

552 **APPROVED AS TO LEGAL FORM AND**  
**SUFFICIENCY - REVIEWED BY:**  
  
Digitally signed by  
BRIAN HUGHES  
Date: 2020.09.08  
16:04:09 -07'00'  
553 **OFFICE OF THE REGIONAL SOLICITOR**  
554 **DEPARTMENT OF THE INTERIOR**  
555 **TIME STAMP:** 1:37 pm, May 11 2020  
556

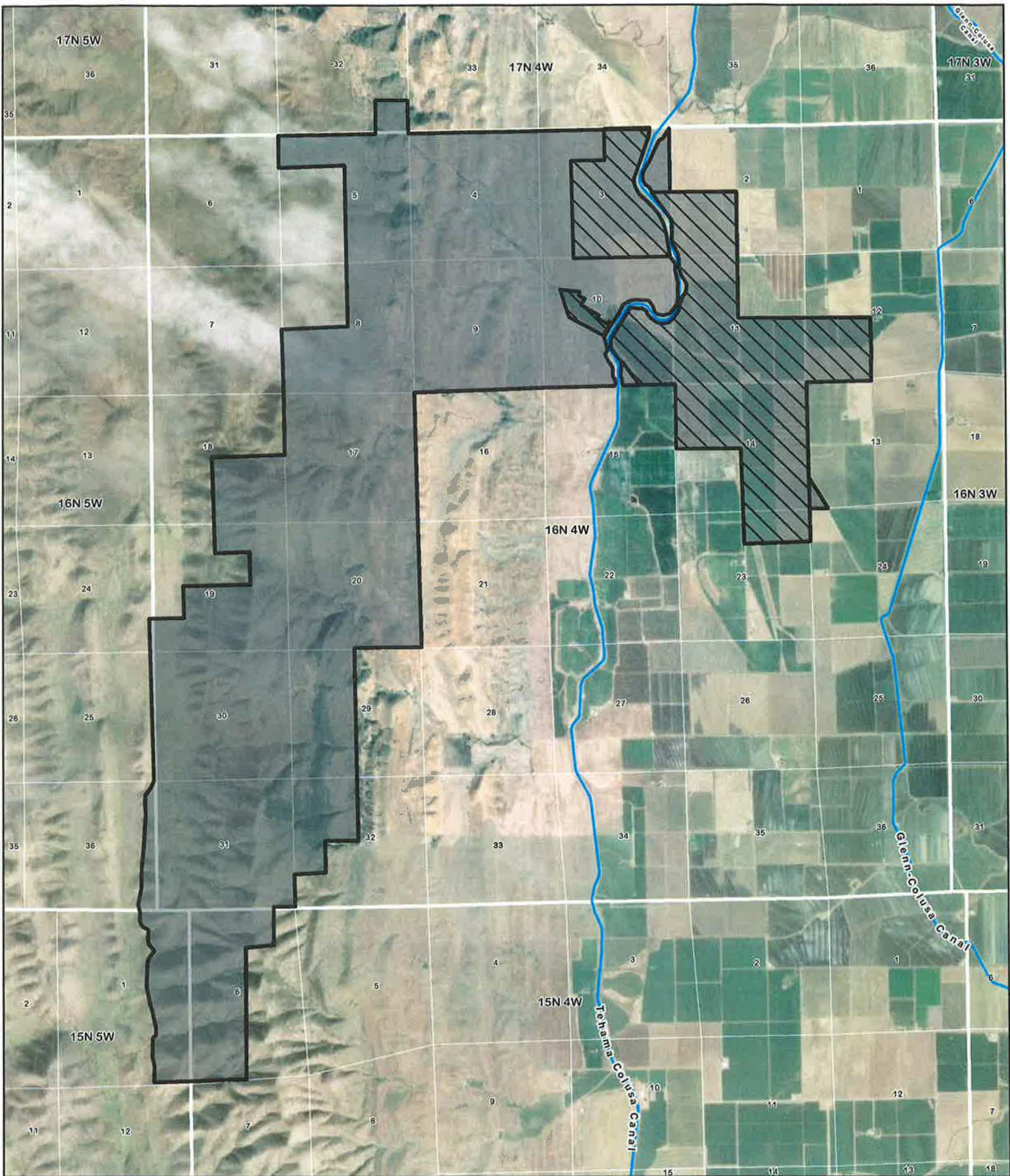
UNITED STATES OF AMERICA  
  
By: \_\_\_\_\_  
Regional Director  
Interior Region 10: California-Great Basin  
Bureau of Reclamation



557  
558 (SEAL)

4M WATER DISTRICT  
  
By:   
\_\_\_\_\_  
President of the Board of Directors

561 Attest:  
  
562 By:   
563 Secretary of the Board of Directors





-  District Boundary
-  Contractor's Service Area

## 4-M Water District

Contract No. 0-07-20-W0183-P  
Exhibit A



— BUREAU OF —  
**RECLAMATION**





**Exhibit B  
4-M Water District  
2020 Rates and Charges  
(Per Acre-Foot)**

District Form - Irrigation/M&I  
Contract No.  
0-07-20-W0183-P

	Irrigation Water	M&I Water <sup>1</sup>
<b>COST-OF-SERVICE (COS) RATES</b>		
Construction Costs	\$0.00	
O&M Component		
Water Marketing	\$8.97	
Storage	\$18.01	
Conveyance	\$0.00	
Direct Pumping	\$0.00	
ARRA Component	\$0.00	
Deficit Rates		
Interest Bearing	\$0.00	
<b>TOTAL COS RATE (Tier 1 Rate)</b>	<b>\$26.98</b>	
<b>IRRIGATION FULL COST RATE (RRA)</b>		
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	TBD	
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	TBD	
<b>M&amp;I FULL COST RATE</b>		TBD
<b>TIERED PRICING COMPONENTS</b> <i>(In Addition to Total COS Rate Above)</i>		
<b>Irrigation</b>		
Tier 2 Rate: >80% <=90% of Contract Total [Section 202(3) Irrigation Full Cost Rate - Irrigation COS Rate]/2 <i>(Amount to be added to Tier 1 Rate)</i>	TBD	
Tier 3 Rate: >90% of Contract Total [Section 202(3) Irrigation Full Cost Rate - Irrigation COS Rate] <i>(Amount to be added to Tier 1 Rate)</i>	TBD	
<b>CHARGES AND ASSESSMENTS</b> <i>(Payments in Addition to Rates)</i>		
<b>P.L. 102-575 Surcharges</b> (Restoration Fund Payments) <sup>2</sup> [Section 3407(d)(2)(A)]	\$10.91	\$21.82
<b>P.L. 106-377 Assessment</b> (Trinity Public Utilities District) <sup>3</sup> [Appendix B, Section 203]	\$0.12	\$0.12

**EXPLANATORY NOTES**

- The Contractor has not projected any delivery of M&I Water for the contract year. A temporary M&I Rate will be applied upon any M&I water delivery.
- The surcharges were determined pursuant to Title XXXIV of P.L. 102-575. Restoration Fund surcharges under P.L. 102-575 are determined on a fiscal year basis (10/1-9/30).
- 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](http://www.usbr.gov/mp/cvpwaterrates/ratebooks).

# Exhibit C<sup>@</sup>

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

### Unpaid Construction Cost from the 2020 Water Rate Books\*

**Contractor:** 4-M Water District  
**Facility:** Tehama-Colusa Canal  
**Contract:** 0-07-20-W0183-P

Irrigation Construction Cost (2020 Irrigation Ratebook, Schedule A-2Ba)			
	Unpaid Cost		Discount
Construction Cost	\$ 400,178		
2019 Repayment (Estimate) **	\$ 40,833		
Adjusted Construction Cost	\$ 359,345	\$	349,496
Intertie Construction Cost (N/A):		\$	-
<b>Total</b>	<b>\$ 359,345</b>	<b>\$</b>	<b>349,496</b>
If Paid in Installments (Used 20 yr CMT)			
Due****			
Payment 1	11/1/2020	\$	88,469
Payment 2	11/1/2021	\$	88,469
Payment 3	11/1/2022	\$	88,469
Payment 4	11/1/2023	\$	88,469
<b>Total Installment Payments</b>		<b>\$</b>	<b>353,875</b>
20 yr CMT Rates - 04/28/2020 (to be adjusted to effective date of contract) <sup>@</sup>			
			1.000%
Discount Rate (1/2 of the Treasury Rate per the WIIN Act, Section 4011(a)(2)(A))			
			0.500%

M&I Construction Cost (2020 M&I Ratebook, Sch A-2Ba)	
	Unpaid Cost
Construction Cost:	\$ -
2019 Repayment (Estimate) **	-
Adjusted Construction Cost***:	-

**Calculation Support:** Irrigation Lump Sum or First Payment\*\*\*\* 11/1/2020  
 Days Until the End of the Fiscal Year 333

Fiscal Yr	Unpaid Allocated Construction Cost			Unpaid Intertie Construction Cost			Total
	Beginning Balance	Straight Line Repayment	Present Value	Beginning Balance	Straight Line Repayment	Present Value	Present Values
2021	\$ 359,345	\$ 35,935	\$ 35,593	\$ -	\$ -	\$ -	\$ 35,593
2022	\$ 323,411	\$ 35,935	\$ 35,578	\$ -	\$ -	\$ -	\$ 35,578
2023	\$ 287,476	\$ 35,935	\$ 35,401	\$ -	\$ -	\$ -	\$ 35,401
2024	\$ 251,542	\$ 35,935	\$ 35,225	\$ -	\$ -	\$ -	\$ 35,225
2025	\$ 215,607	\$ 35,935	\$ 35,049	\$ -	\$ -	\$ -	\$ 35,049
2026	\$ 179,673	\$ 35,935	\$ 34,875	\$ -	\$ -	\$ -	\$ 34,875
2027	\$ 143,738	\$ 35,935	\$ 34,702	\$ -	\$ -	\$ -	\$ 34,702
2028	\$ 107,804	\$ 35,935	\$ 34,529	\$ -	\$ -	\$ -	\$ 34,529
2029	\$ 71,869	\$ 35,935	\$ 34,357	\$ -	\$ -	\$ -	\$ 34,357
2030	\$ 35,935	\$ 35,935	\$ 34,186	\$ -	\$ -	\$ -	\$ 34,186
2031-63				\$ -	\$ -	\$ -	\$ -
<b>Total, Lump Sum Payment</b>		<b>\$ 349,496</b>				<b>\$ -</b>	<b>\$ 349,496</b>

Amount of Reduction, Lump Sum \$ 9,850 \$ - \$ 9,850

\* Costs are assumed to be paid and all charges are assumed to be accurate. If at a later date charges are determined to need update, they are still required. Also, unpaid charges are still a requirement under contract.

\*\* 2019 Repayment is based on a conservative estimate. If not sufficient, the remainder will be billed.

\*\*\* Excludes Interest to payment date as Interest will be computed as an annual expense as usual.

\*\*\*\* Contractor has 60 days from the effective date of the contract or installment dates to make payment.

~ M&I Credit from Schedule A-2Ba has been applied to Irrigation Unpaid Amount.

<sup>@</sup>To be updated. The WIIN Act requires us to have a Constant Maturity Treasury rate based on the effective date of the contract.