



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



Ms. Shelly Murphy
Colusa County Water District
P.O. Box 337
Arbuckle, CA 95912

Subject: Water Infrastructure Improvements for the Nation Act Contract No. 1-07-20-W0220-P
Between the United States and the Colusa County Water District Providing for Project Water
Service – Central Valley Project, California

Dear Ms. Murphy:

Enclosed is an executed original of the subject contract for your records. The Bureau of Reclamation appreciates the effort expended by the Colusa County 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.

Sincerely,

**Ernest
Conant**

Digitally signed by
Ernest Conant
Date: 2020.09.15
12:50:20 -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
COLUSA COUNTY WATER DISTRICT
PROVIDING FOR
PROJECT WATER SERVICE AND FACILITIES REPAYMENT
Table of Contents

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

23	Omitted	21
24	Omitted	21
25	Reclamation Reform Act Of 1982	21
26	Omitted	22
27	Omitted	22
28	Medium For Transmitting Payments	22
29	Confirmation Of Amendment	22
30	Amendment Drafting Considerations	22
31	Existing Contract	23
	Signature Page	

Exhibit A – Map of Contractor’s Service Area

Exhibit B – Rates and Charges

Exhibit C – Repayment Obligation and Payoff Schedule

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

AMENDMENT TO THE EXISTING CONTRACT BETWEEN THE UNITED STATES
AND
COLUSA COUNTY 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 Colusa County Water District, Contract No. 1-07-20-W0220-R-1 (“Existing
6 Contract”) (collectively, “Contract”), is made this 15th day of September, 2020, in pursuance
7 generally of the Act of June 17, 1902, (32 Stat. 388), and acts amendatory thereof or
8 supplementary thereto, including but not limited to, the Acts of August 26, 1937 (50 Stat. 844),
9 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
10 July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263),
11 October 27, 1986 (100 Stat. 3050), as amended, Title XXXIV of the Act of October 30, 1992
12 (106 Stat. 4706), as amended, and the Water Infrastructure Improvements for the Nation Act
13 (Public Law 114-322, 130 Stat. 1628), Section 4011 (a-d) and (f) (“WIIN Act”), all collectively
14 hereinafter referred to as Federal Reclamation law, between the UNITED STATES OF
15 AMERICA, hereinafter referred to as the United States, represented by the officer executing this
16 Amendment, hereinafter referred to as the Contracting Officer, and Colusa County Water
17 District, hereinafter referred to as the Contractor.

18 WITNESSETH, That:

19 EXPLANATORY RECITALS

20 [1st] WHEREAS, the United States and the Contractor entered into Contract Number
21 1-07-20-W0220-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 [2nd] 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 5,666 acre-feet of water to the Contractor; and

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

29 [4th] 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 [5th] 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 [6th] 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 [7th] 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 [8th] 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 [9th] WHEREAS, the Contracting Officer and the Contractor agree to amend the
57 Existing Contract with the execution of this Amendment; and

58 [10th] 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 Contractor, 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 (b) 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 (c) 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 Colusa
508 County Water District, P.O. 337, 840 First Street, Arbuckle, California 95912. The designation
509 of the addressee or the address may be changed by notice given in the same manner as provided
510 in this article for other 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:**


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 COLUSA COUNTY 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 UNITED STATES OF AMERICA

**APPROVED AS TO LEGAL FORM AND
SUFFICIENCY - REVIEWED BY:**



Digitally signed by BRIAN HUGHES
Date: 2020.09.08 12:45:58 -07'00'

**OFFICE OF THE REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR
TIME STAMP: 1:37 pm, May 11 2020**

553
554
555
556

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

557
558 (SEAL)

COLUSA COUNTY WATER DISTRICT

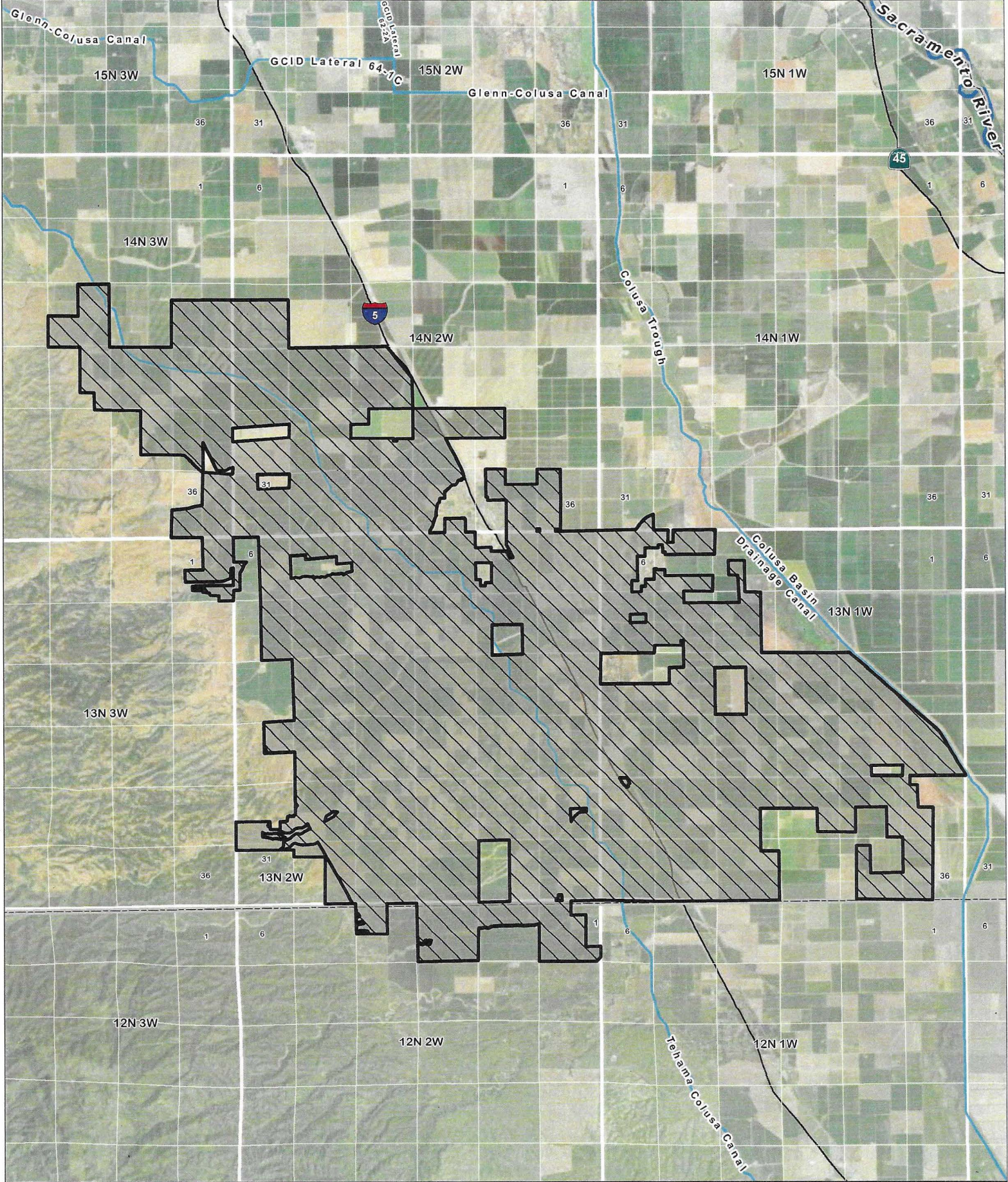
559
560



By: 
President of the Board of Directors

561 Attest:

562
563

By: 
Secretary of the Board of Directors

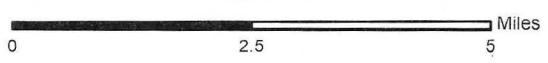


-  District Boundary
-  Contractor's Service Area

Colusa County Water District
 Contract No. 1-07-20-W0220-P
 Exhibit A



— BUREAU OF —
RECLAMATION



**Exhibit B
Colusa County Water District
2020 Rates and Charges
(Per Acre-Foot)**

District Form - Irrigation/M&I
Contract No.
1-07-20-W0220-P

	Irrigation Water	M&I Water
COST-OF-SERVICE (COS) RATES		
Construction Costs	\$0.00	\$0.00
O&M Component		
Water Marketing	\$8.97	\$6.12
Storage	\$18.01	\$14.99
Conveyance	\$0.00	\$0.00
Direct Pumping	\$0.00	\$0.00
Credit for other PUE Remittance ³	(\$2.85)	(\$2.70)
ARRA Component	\$0.00	\$0.00
Deficit Rates		
Interest Bearing	\$0.00	\$0.00
TOTAL COS RATE (Tier 1 Rate)	\$24.13	\$18.41
Project Use Energy Payment⁴		
Direct Pumping Offset	\$14.19	\$14.19
Other PUE Remittance	\$2.85	\$2.70
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.	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	
TIERED PRICING COMPONENTS (In Addition to Total COS Rate Above)		
Irrigation		
Tier 2 Rate : >80% <=90% of Contract Total [Section 202(3) Irrigation Full Cost Rate - Irrigation COS Rate]/2 (Amount to be added to Tier 1 Rate)	TBD	
Tier 3 Rate : >90% of Contract Total [Section 202(3) Irrigation Full Cost Rate - Irrigation COS Rate] (Amount to be added to Tier 1 Rate)	TBD	
M&I		
Tier 2 Rate : >80% <=90% of Contract Total [M&I Full Cost Rate - M&I COS Rate]/2 (Amount to be Added to Tier 1 Rate)		TBD
Tier 3 Rate : >90% of Contract Total [M&I Full Cost Rate - M&I COS Rate] (Amount to be Added to Tier 1 Rate)		TBD
CHARGES AND ASSESSMENTS (Payments in Addition to Rates)		
P.L. 102-575 Surcharges (Restoration Fund Payments) ¹ [Section 3407(d)(2)(A)]	\$10.91	\$21.82
P.L. 106-377 Assessment (Trinity Public Utilities District) ² [Appendix B, Section 203]	\$0.12	\$0.12

EXPLANATORY NOTES

- 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.
- Project Use Energy payment is being remitted to Western Area Power Authority for storage and direct pumping based on the deliveries of a select few contractors. The rates for the select few contractors are reduced as a credit in the O&M rates. All Contractors will ultimately pay for the storage and direct pumping service but as an offset to the amount paid by the select few.
- Project Use Energy payment is in addition to the Contract Rate and Full-Cost Water Rates. Refer to the water rate books for more information.

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.

Exhibit C[@]

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

Unpaid Construction Cost from the 2020 Water Rate Books*

Contractor: Colusa County Water District
Facility: Tehama-Colusa Canal
Contract: 14-06-200-0304-A-P & 1-07-W220-P

Irrigation Construction Cost (2020 Irrigation Ratebook, Schedule A-2Ba)			
	Unpaid Cost	Discount	
Construction Cost	~ \$ 10,283,771		
2019 Repayment (Estimate) **	\$ 660,190		
Adjusted Construction Cost	\$ 9,623,581	\$ 9,359,793	
Intertie Construction Cost (N/A):		\$ -	
Total	\$ 9,623,581	\$ 9,359,793	
If Paid in Installments (Used 20 yr CMT)			
Due****			
Payment 1	11/1/2020	\$ 2,369,271	
Payment 2	11/1/2021	\$ 2,369,271	
Payment 3	11/1/2022	\$ 2,369,271	
Payment 4	11/1/2023	\$ 2,369,271	
Total Installment Payments		\$ 9,477,082	
20 yr CMT Rates - 04/28/2020 (to be adjusted to effective date of contract) [@]		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:	~ \$	33,904
2019 Repayment (Estimate) **		
Adjusted Construction Cost***:	\$	33,904

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	\$ 9,623,581	\$ 962,358	\$ 953,223	\$ -	\$ -	\$ -	\$ 953,223
2022	\$ 8,661,223	\$ 962,358	\$ 952,806	\$ -	\$ -	\$ -	\$ 952,806
2023	\$ 7,698,865	\$ 962,358	\$ 948,066	\$ -	\$ -	\$ -	\$ 948,066
2024	\$ 6,736,507	\$ 962,358	\$ 943,349	\$ -	\$ -	\$ -	\$ 943,349
2025	\$ 5,774,148	\$ 962,358	\$ 938,656	\$ -	\$ -	\$ -	\$ 938,656
2026	\$ 4,811,790	\$ 962,358	\$ 933,986	\$ -	\$ -	\$ -	\$ 933,986
2027	\$ 3,849,432	\$ 962,358	\$ 929,339	\$ -	\$ -	\$ -	\$ 929,339
2028	\$ 2,887,074	\$ 962,358	\$ 924,716	\$ -	\$ -	\$ -	\$ 924,716
2029	\$ 1,924,716	\$ 962,358	\$ 920,115	\$ -	\$ -	\$ -	\$ 920,115
2030	\$ 962,358	\$ 962,358	\$ 915,537	\$ -	\$ -	\$ -	\$ 915,537
2031-63				\$ -	\$ -	\$ -	\$ -
Total, Lump Sum Payment			\$ 9,359,793			\$ -	\$ 9,359,793

Amount of Reduction, Lump Sum \$ 263,788 \$ - \$ 263,788

* 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.

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