

Amendment 1 to
Contract No.: 22SD102178
Type: Pay-Go

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

YAKIMA PROJECT, STORAGE DIVISION

**AMENDATORY CONTRACT BETWEEN THE UNITED STATES OF AMERICA
AND THE CITY OF YAKIMA FOR
REPAYMENT OF SAFETY OF DAMS COSTS**

THIS CONTRACT AMENDMENT, is made pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, including the Reclamation Safety of Dams Act of 1978 (Public Law 95-578; 43 U.S.C. § 506, et seq.), as amended; all of which are commonly referred to as the Federal Reclamation Laws, between the **UNITED STATES OF AMERICA**, hereinafter referred to as the "United States," acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as "Reclamation," and the **CITY OF YAKIMA**, hereinafter referred to as the "Contractor," a municipal corporation existing under and by virtue of the laws of the State of Washington.

The parties agree that the following changes are hereby made to Contract No. 22SD102178:

Article 9, entitled "STATEMENT OF COSTS," is hereby amended to read as follows:

"9. STATEMENT OF COSTS

The costs which make up the various obligations to be paid by the Contractor to the United States under this Contract shall embrace all expenditures of whatsoever nature or kind in discharge of the obligations undertaken pursuant to Article 5(a), including, but without

limitation by reason of this enumeration, cost of surveys and investigations, labor, property, material and equipment, engineering, legal work, superintendence, administration, overhead, general inspection services, and claims of all kinds to the extent allowed by law. The Contracting Officer's determinations as to what costs are properly chargeable under this Contract, and as to the classification of those charges for repayment purposes, shall be conclusive."

All other terms and conditions of Contract No. 22SD102178 shall remain in full force and are not affected by this amendment.

IN WITNESS WHEREOF, the parties hereto have signed their names on the date(s) set forth below.

CITY OF YAKIMA

By: _____

Title: _____

Date: _____

(SEAL)

ATTEST:

By: _____

Title: _____

THE UNITED STATES OF AMERICA

By: _____

Regional Director
U.S. Bureau of Reclamation
Columbia-Pacific Northwest Interior
Region 9

Date: _____

STATE OF WASHINGTON)

:ss

County of _____)

On this ____ day of _____, 20 ____, personally appeared before me
_____ and _____, known to me to be the
official(s) of the CITY OF YAKIMA that executed the within and foregoing instrument and
acknowledged said instrument to be the free and voluntary act and deed of said CITY OF
YAKIMA and on oath stated they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal as of the day and year first above written.

(SEAL)

Notary Public in and for the

State of _____

Residing at: _____

My commission expires: _____

* * * * *

STATE OF IDAHO)

: ss

County of Ada)

On this ____ day of _____, 20 ____, personally appeared before me
_____, known to me to be the official of the UNITED
STATES OF AMERICA that executed the within and foregoing instrument and acknowledged
said instrument to be the free and voluntary act and deed of said UNITED STATES OF
AMERICA, for the uses and purposes therein mentioned, and on oath stated that they are
authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal as of the day and year first above written.

(SEAL)

Notary Public in and for the

State of IDAHO

Residing at: _____

My commission expires: _____