

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

VERNAL UNIT, CENTRAL UTAH PROJECT, UTAH

AMENDATORY CONTRACT BETWEEN THE UNITED STATES OF AMERICA
AND
THE UINTAH WATER CONSERVANCY DISTRICT

THIS AMENDATORY CONTRACT, made this 18 day of September 2021, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1194; 43 U.S.C. § 485h(c), the Colorado River Storage Project Act of April 11, 1956 (70 Stat. 105; 43 U.S.C. 620) (CRSPA), and the Renewal of Water Supply Contracts Act of 1963 (Public Law 88-44; 77 Stat. 68), between THE UNITED STATES OF AMERICA, acting through the Secretary of the Interior (Secretary), Bureau of Reclamation (Reclamation), represented by the officer executing this Contract, or the duly appointed successor or authorized representative (Contracting Officer), and the UINTAH WATER CONSERVANCY DISTRICT (District), a water conservancy district organized and existing under the laws of the State of Utah.

WITNESSETH That:

EXPLANATORY RECITALS

WHEREAS, on July 14, 1958, Reclamation entered into Contract No. 14-06-400-778 (1958 Contract) with the Uintah Water Conservancy District for the repayment of reimbursable costs allocated to irrigation, and water service provisions for municipal and industrial (M&I) water delivery; and

WHEREAS, the District has remitted to Reclamation \$1,185,700 through forty (40) annual M&I water service payments which included principal and amortized interest, and has requested that Reclamation convert the water service provisions in Article 4b of the 1958 Contract to repayment provisions; and

WHEREAS, the total original reimbursable construction costs allocated to M&I purposes on the Vernal Unit were \$613,527, which included \$43,615 in reimbursable interest during construction. The annual water service payments from the District were applied to the original allocated reimbursable construction costs, resulting in the \$628,387 of amortized principal, fully satisfying the \$613,527 M&I repayment obligation; and

WHEREAS, \$1,500,000 in reimbursable costs allocated to irrigation were repaid by the District in 2016; thereby fulfilling all of the repayment obligations generated in the 1958 Contract on the Vernal Unit of the Central Utah Project.

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, the parties agree as follows:

1. Article 4b of the 1958 Contract is amended to read as follows:

The Contract water service provisions are hereby converted to repayment provisions under Article 9(c)(1) of the Reclamation Project Act of 1939. The District has remitted 40 annual payments to Reclamation totaling \$1,185,700 for the 1,600 acre-feet municipal and industrial Project water supply. The District's payments have been applied as

1 \$628,387 in amortized principal, and \$557,313 in amortized interest, which includes
2 \$43,615 in reimbursable interest during construction. As the reimbursable Project M&I
3 repayment obligation was \$613,527 the \$14,860 of additional principal has been credited
4 to the Project within the CRSPA Basin Fund.

5 2. Article 7a of the 1958 Contract is amended to read as follows:

6 The District shall have the permanent right to use and dispose of the annual yield of water
7 from Project works. Project water in excess of that necessary to satisfy Project water
8 requirements in any year shall be retained in Steinaker Reservoir to the extent of the
9 capacity available therefor, for use during succeeding years. There shall be no individual
10 holdover rights in the Steinaker Reservoir beyond the commencement of the succeeding
11 irrigation year.

12
13 3. The following Standard Articles are updated herein for format and content. All other
14 provisions not specifically modified herein, will remain unchanged.

1 STANDARD ARTICLES

2

3 4. CHARGES FOR DELINQUENT PAYMENTS

- 4 a. The District will be subject to interest, administrative, and penalty charges on
- 5 delinquent payments. If a payment is not received by the due date as defined in
- 6 Section 8 above, the District will pay an interest charge on the delinquent
- 7 payment for each day the payment is delinquent beyond the due date. If a
- 8 payment becomes 60 days delinquent, the District will pay, in addition to the
- 9 interest charge, an administrative charge to cover additional costs of billing and
- 10 processing the delinquent payment. If a payment is delinquent 90 days or more,
- 11 the District will pay, in addition to the interest and administrative charges, a
- 12 penalty charge for each day the payment is delinquent beyond the due date, based
- 13 on the remaining balance of the payment due at the rate of 6 percent per year.
- 14 The District will also pay any fees incurred for debt collection services associated
- 15 with a delinquent payment.
- 16 b. The interest rate charged will be the greater of either the rate prescribed quarterly
- 17 in the Federal Register by the Department of the Treasury for application to
- 18 overdue payments, or the interest rate of 0.5 percent per month. The interest rate
- 19 charged will be determined as of the due date and remain fixed for the duration of
- 20 the delinquent period.
- 21 c. When a partial payment on a delinquent account is received, the amount received
- 22 will be applied first to the penalty charges, second to the administrative charges,
- 23 third to the accrued interest, and finally to the overdue payment.
- 24

1 5. GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

- 2 a. The obligation of the District to pay the Contracting Officer as provided in this
3 contract is a general obligation of the District notwithstanding the manner in
4 which the obligation may be distributed among the District's water users and
5 notwithstanding the default of individual water users in their obligations to the
6 District.
- 7 b. The payment of charges becoming due pursuant to this contract is a condition
8 precedent to receiving benefits under this contract. The Contracting Officer will
9 not make water available to the District through Project facilities during any
10 period in which the District is in arrears in the advance payment of charges due
11 the Contracting Officer. The District will not deliver water under the terms and
12 conditions of this contract for lands or parties that are in arrears in the advance
13 payment of charges as levied or established by the District.

14

15 6. WATER CONSERVATION

16 Prior to delivery of water provided or conveyed through federally constructed or
17 federally financed facilities pursuant to this Contract, the District will develop a water
18 conservation plan, as required by Section 210(b) of the Reclamation Reform Act of
19 1982, and Part 427.1 of the Water Conservation Rules and Regulations effective
20 January 1, 1998.

21

22 7. PROTECTION OF WATER AND AIR QUALITY

- 23 a. The District, without expense to the Contracting Officer, will care for, operate and
24 maintain transferred works in a manner that preserves the quality of the water at
25 the highest feasible level as determined by the Contracting Officer.
- 26 b. The District will comply with all applicable water and air pollution laws and
27 regulations of the Contracting Officer and the State of Utah; and will obtain all
28 required permits or licenses from the appropriate Federal, State, or local
29 authorities necessary for the introduction, conveyance, and discharge of Non-
30 Project Water by the District; and will be responsible for compliance with all
31 Federal, State, and local water quality standards applicable to surface and

1 subsurface drainage and/or discharges generated through the use of Federal or
2 other facilities for the conveyance of Non-Project Water provided by the District
3 within the District's boundaries or Project Water Service Area.

- 4 c. This Article will not affect or alter any legal obligations of the Secretary to
5 provide drainage or other discharge services.
6

7 **8. EQUAL EMPLOYMENT OPPORTUNITY**

8 During the performance of this Contract, the District agrees as follows:

- 9 a. The District will not discriminate against any employee or applicant for
10 employment because of race, color, religion, sex, sexual orientation, gender
11 identity, or national origin. The District will take affirmative action to ensure that
12 applicants are employed, and that employees are treated during employment,
13 without regard to their race, color, religion, sex, sexual orientation, gender
14 identity, or national origin. Such action shall include, but not be limited to the
15 following: employment, upgrading, demotion, or transfer; recruitment or
16 recruitment advertising; layoff or termination; rates of pay or other forms of
17 compensation; and selection for training, including apprenticeship. The District
18 agrees to post in conspicuous places, available to employees and applicants for
19 employment, notices to be provided by the Contracting Officer setting forth the
20 provisions of this nondiscrimination clause.
- 21 b. The District will, in all solicitations or advancements for employees placed by or
22 on behalf of the District, state that all qualified applicants will receive
23 consideration for employment without regard to race, color, religion, sex, sexual
24 orientation, gender identity, or national origin.
- 25 c. The District will not discharge or in any other manner discriminate against any
26 employee or applicant for employment because such employee or applicant has
27 inquired about, discussed, or disclosed the compensation of the employee or
28 applicant or another employee or applicant. This provision shall not apply to
29 instances in which an employee who has access to the compensation information
30 of other employees or applicants as a part of such employee's essential job
31 functions discloses the compensation of such other employees or applicants to

1 individuals who do not otherwise have access to such information, unless such
2 disclosure is in response to a formal complaint or charge, in furtherance of an
3 investigation, proceeding, hearing, or action, including an investigation conducted
4 by the employer, or is consistent with the District's legal duty to furnish
5 information.

- 6 d. The District will send to each labor union or representative of workers with which
7 it has a collective bargaining agreement or other contract or understanding, a
8 notice, to be provided by the Contracting Officer, advising the said labor union or
9 workers' representative of the District's commitments under Section 202 of
10 Executive Order 11246 of September 24, 1965, and will post copies of the notice
11 in conspicuous places available to employees and applicants for employment.
- 12 e. The District will comply with all provisions of Executive Order
13 No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and
14 relevant orders of the Secretary of Labor.
- 15 f. The District will furnish all information and reports required by said amended
16 Executive Order and by the rules, regulations, and orders of the Secretary of
17 Labor, or pursuant thereto, and will permit access to its books, records, and
18 accounts by the Contracting Officer and the Secretary of Labor for purposes of
19 investigation to ascertain compliance with such rules, regulations, and orders.
- 20 g. In the event of the District's noncompliance with the nondiscrimination clauses of
21 this contract or with any of such rules, regulations, or orders, this contract may be
22 canceled, terminated or suspended in whole or in part and the District may be
23 declared ineligible for further Government contracts in accordance with
24 procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such
25 other sanctions may be imposed and remedies invoked as provided in Executive
26 Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the
27 Secretary of Labor, or as otherwise provided by law.
- 28 h. The District will include the provisions of paragraphs (1) through (8) in every
29 subcontract or purchase order unless exempted by the rules, regulations, or orders
30 of the Secretary of Labor issued pursuant to section 204 of Executive Order No.
31 11246 of September 24, 1965, so that such provisions will be binding upon each

1 subcontractor or vendor. The District will take such action with respect to any
2 subcontract or purchase order as may be directed by the Secretary of Labor as a
3 means of enforcing such provisions, including sanctions for noncompliance:
4 *Provided, however*, that in the event the District becomes involved in, or is
5 threatened with, litigation with a subcontractor or vendor as a result of such
6 direction, the District may request the Contracting Officer to enter into such
7 litigation to protect the interests of the Contracting Officer.
8

9 **9. BOOKS, RECORDS, AND REPORTS**

- 10 a. The District will establish and maintain accounts and other books and records
11 pertaining to administration of the terms and conditions of this Contract,
12 including: the District's financial transactions, water supply data, Project
13 operation, maintenance and replacement logs, and Project land and right-of-way
14 use agreements; the water users' land-use (crop census), landownership, land-
15 leasing and water-use data; and other matters that the Contracting Officer may
16 require. Reports thereon will be furnished to the Contracting Officer in such form
17 and on such date or dates as the Contracting Officer may reasonably require.
18 Subject to applicable Federal laws and regulations, each party to this Contract will
19 have the right during office hours to examine and make copies of the other party's
20 books and records relating to matters covered by this Contract.
- 21 b. Notwithstanding the provisions of subsection (a) of this Article, no books,
22 records, or other information will be requested from the District by the
23 Contracting Officer unless such books, records, or information are reasonably
24 related to the administration or performance of this Contract. Any such request
25 will allow the District a reasonable period of time within which to provide the
26 requested books, records, or information.
27

1 10. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

2 The expenditure or advance of any money or the performance of any obligation of the
3 Contracting Officer under this contract will be contingent upon appropriation or
4 allotment of funds. Absence of appropriation or allotment of funds will not relieve
5 the District from any obligations under this contract. No liability will accrue to the
6 Contracting Officer in case funds are not appropriated or allotted.

7
8 11. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

9 The provisions of this Contract will apply to and bind the successors and assigns of
10 the parties hereto, but no assignment or transfer of this Contract or any right or
11 interest therein will be valid until approved in writing by the Contracting Officer.

12
13 12. OFFICIALS NOT TO BENEFIT

14 No Member of or Delegate to the Congress, Resident Commissioner, or official of the
15 District will benefit from this contract other than as a water user or landowner in the
16 same manner as other water users or landowners.

17
18 13. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

- 19 a. The District shall comply with Title VI of the Civil Rights Act of 1964
20 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-
21 112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act
22 of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), [Title II of the
23 Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et
24 seq.)] [Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336;
25 42 U.S.C. § 12181, et seq.)], and any other applicable civil rights laws, and with
26 the applicable implementing regulations and any guidelines imposed by the U.S.
27 Department of the Interior and/or Bureau of Reclamation.
- 28 b. These statutes prohibit any person in the Contracting Officer from being excluded
29 from participation in, being denied the benefits of, or being otherwise subjected to
30 discrimination under any program or activity receiving financial assistance from
31 the Bureau of Reclamation on the grounds of race, color, national origin,

1 disability, or age. By executing this contract, the District agrees to immediately
2 take any measures necessary to implement this obligation, including permitting
3 officials of the Contracting Officer to inspect premises, programs, and documents.

4 c. The District makes this agreement in consideration of and for the purpose of
5 obtaining any and all Federal grants, loans, contracts, property discounts, or other
6 Federal financial assistance extended after the date hereof to the District by the
7 Bureau of Reclamation, including installment payments after such date on
8 account of arrangements for Federal financial assistance which were approved
9 before such date. The District recognizes and agrees that such Federal assistance
10 will be extended in reliance on the representations and agreements made in this
11 Article, and that the Contracting Officer reserves the right to seek judicial
12 enforcement thereof.

13 d. Complaints of discrimination against the District will be investigated by the
14 Contracting Officer' Office of Civil Rights.

15
16 **14. CERTIFICATION OF NONSEGREGATED FACILITIES**

17 The District hereby certifies that it do not maintain or provide for their employees any
18 segregated facilities at any of its establishments and that it does not permit its
19 employees to perform their services at any location under its control where segregated
20 facilities are maintained. It certifies further that it will not maintain or provide for its
21 employees any segregated facilities at any of its establishments and that it will not
22 permit its employees to perform their services at any location under its control where
23 segregated facilities are maintained. The District agrees that a breach of this
24 certification is a violation of the Equal Employment Opportunity clause in this
25 contract. As used in this certification, the term "segregated facilities" means any
26 waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating
27 areas, time clocks, locker rooms and other storage or dressing areas, parking lots,
28 drinking fountains, recreation or entertainment areas, transportation, and housing
29 facilities provided for employees which are segregated by explicit directive or are in
30 fact segregated on the basis of race, creed, color, or national origin, because of habit,
31 local custom, disability, or otherwise. The District further agrees that (except where

1 it has obtained identical certifications from proposed subcontractors for specific time
2 periods) it will obtain identical certifications from proposed subcontractors prior to
3 the award of subcontracts exceeding \$10,000 which are not exempt from the
4 provisions of the Equal Employment Opportunity clause; that it will retain such
5 certifications in its files; and that it will forward the following notice to such proposed
6 subcontractors (except where the proposed subcontractors have submitted identical
7 certifications for specific time periods):

8 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
9 CERTIFICATIONS OF NONSEGREGATED FACILITIES

10 A Certification of Nonsegregated Facilities must be submitted prior to the award of a
11 subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal
12 Employment Opportunity clause. The certification may be submitted either for each
13 subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or
14 annually). Note: The penalty for making false statements in offers is prescribed in
15 18 U.S.C. 1001.

16
17 15. CHANGES IN DISTRICT'S ORGANIZATION

18 While this Contract is in effect, no change may be made in the District's
19 organizations, by inclusion or exclusion of lands or by any other changes which may
20 affect the respective rights, obligations, privileges, and duties of either the
21 Contracting Officer or the District under this Contract including, but not limited to,
22 dissolution, consolidation, or merger, except upon the Contracting Officer' written
23 consent.

24
25 16. NOTICES

26 Any notice, demand, or request authorized or required by this contract will be deemed
27 to have been given, on behalf of the District, when mailed, postage prepaid, or
28 delivered to the other parties as follows:
29
30
31

1 Bureau of Reclamation
2 125 South State Street, Room 8100
3 Salt Lake City, UT 84138
4

5 Uintah Water Conservancy District
6 78 W 3325 N
7 Vernal, UT 84078
8

9 The designation of the addressee or the address may be changed by notice given in
10 the same manner as provided in this Article for other notices.
11

12 17. CONFIRMATION OF CONTRACT

13 Promptly after the execution of this contract, the District will provide evidence to the
14 Contracting Officer that, pursuant to the laws of the State of Utah, the District is a
15 legally constituted entity and the contract is lawful, valid, and binding on the District.
16 This contract will not be binding on the Contracting Officer until the District provides
17 evidence to the Contracting Officer' satisfaction. In addition to other forms of
18 evidence to meet the requirements of this Article, the District may provide or the
19 Contracting Officer may require a certified copy of a final decree of a court of
20 competent jurisdiction in the State of Utah, confirming the proceedings on the part of
21 the District for the authorization of the execution of this contract.
22

23 18. ADMINISTRATION OF FEDERAL PROJECT LANDS.

24 The lands and interests in lands acquired, withdrawn, or reserved and needed by the
25 Contracting Officer for the purposes of care, operation, and maintenance of Central
26 Utah Project – Vernal Unit works may be used by the District for such purposes. The
27 District shall ensure that no unauthorized encroachment occurs on Federal project
28 lands and rights-of-way. The District does not have the authority to issue any land-
29 use agreement or grant that conveys an interest in Federal real property, nor to lease
30 or dispose of any interest of the Contracting Officer.
31

1 The Contracting Officer retains responsibility for compliance with the National
2 Historic Preservation Act of 1966 (NHPA), and the Native American Graves
3 Protection and Repatriation Act of 1990 (NAGPRA). The District will notify the
4 Contracting Officer and, only when on tribal land, also notify the appropriate tribal
5 official, immediately upon the discovery of any potential historic properties or Native
6 American human remains, funerary objects, sacred objects, or objects of cultural
7 patrimony.
8

9 **19. CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY**

- 10 a. The District shall not allow contamination or pollution of Federal project lands,
11 project waters, or project works of the Contracting Officer or administered by the
12 Contracting Officer and for which the District has the responsibility for care,
13 operation, and maintenance by its employees or agents. The District shall also
14 take reasonable precautions to prevent such contamination or pollution by third
15 parties.
- 16 b. The District shall comply with all applicable Federal, state, and local laws and
17 regulations and Reclamation policies and instructions existing, or hereafter
18 enacted or promulgated, concerning any hazardous material that will be used,
19 produced, transported, stored, released, or disposed of on or in Federal project
20 lands, project waters, or project works.
- 21 c. "Hazardous material" means (1) any substance falling within the definition of
22 "hazardous substance," "pollutant or contaminant," or "hazardous waste" under
23 the Comprehensive Environmental Response, Compensation and Liability Act (42
24 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act (33
25 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal
26 pollution, refuse, garbage, sewage effluent, industrial waste, mine or mill tailings,
27 mineral salts, pesticides, and other solid waste, and (4) any other substance
28 regulated as hazardous or toxic under Federal, state, local, or Tribal law.
- 29 d. Upon discovery of any event which may or does result in contamination or
30 pollution of Federal project lands, project water, or project works, the District
31 shall immediately undertake all measures necessary to protect public health and

1 the environment, including measures necessary to contain or abate any such
2 contamination or pollution, and shall report such discovery with full details of the
3 actions taken to the Contracting Officer. Reporting shall be within a reasonable
4 time period but shall not exceed 24 hours from the time of discovery if it is an
5 emergency and the first working day following discovery in the event of a non-
6 emergency.

7 e. If violation of the provisions of this Article occurs and the District does not take
8 immediate corrective action, as determined by the Contracting Officer, the
9 District may be subject to remedies imposed by the Contracting Officer, which
10 may include termination of this contract.

11 f. The District shall be liable for any response action or corrective measure
12 necessary to protect public health and the environment or to restore Federal
13 project lands, project waters, or project works that are adversely affected as a
14 result of such violation, and for all costs, penalties or other sanctions that are
15 imposed for violation of any Federal, state, local, or Tribal laws and regulations
16 concerning hazardous material. At the discretion of the Contracting Officer, the
17 Contracting Officer may also terminate this Contract as a result of such violation.

18 g. The District shall defend, indemnify, protect and save the Contracting Officer
19 harmless from and against any costs, expenses, claims, damages, demands, or
20 other liability arising from or relating to District's violation of this article.

21 h. Reclamation agrees to provide information necessary for the District, using
22 reasonable diligence, to comply with the provisions of this Article.

23
24 **20. PEST MANAGEMENT**

25 a. The District is responsible for complying with applicable Federal, State, and local
26 laws, rules, and regulations related to pest management in performing its
27 responsibilities under this contract.

28 b. The District is responsible for effectively avoiding the introduction and spread of,
29 and for otherwise controlling, undesirable plants and animals, as defined by the
30 Contracting Officer, on or in Federal project lands, Federal project waters, and
31 Federal project works for which and to the extent that the District has operation

1 and maintenance responsibility. The District is responsible for exercising the
2 level of precaution necessary in meeting this responsibility, including inspecting
3 its vehicles and equipment for reproductive and vegetative parts, foreign soil, mud
4 or other debris that may cause the spread of weeds, invasive species and other
5 pests, and removing such materials before moving its vehicles and equipment
6 onto any Federal land or out of any area on Federal project land where work is
7 performed.

- 8 c. Where decontamination of the District's vehicles, watercraft, or equipment is
9 required prior to entering Federal project land or waters, the decontamination
10 shall be performed by the District at the point of prior use, or at an approved
11 offsite facility able to process generated cleaning wastes, pursuant to applicable
12 laws, rules, and regulations. Upon the completion of work, the District will
13 perform any required decontamination within the work area before moving the
14 vehicles, watercraft, and equipment from Federal project lands and waters.
- 15 d. Programs for the control of undesirable plants and animals on Federal project
16 lands, and in Federal project waters and Federal project works for which the
17 District has operation and maintenance responsibility will incorporate Integrated
18 Pest Management (IPM) concepts and practices. IPM refers to a systematic and
19 environmentally compatible program to maintain pest populations within
20 economically and environmentally tolerable levels. In implementing an IPM
21 program, the District will adhere to applicable Federal and State laws and
22 regulations and Department of the Interior and Bureau of Reclamation policies,
23 directives, guidelines, and manuals, including but not limited to, the Department
24 of the Interior Manual, Part 609 Weed Control Program, the Plant Protection Act
25 of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3,
26 1999.

1 21. RULES, REGULATIONS, AND DETERMINATIONS

2
3 (a) The parties agree that the delivery of water or the use of Federal facilities pursuant
4 to this contract is subject to Federal reclamation law, as amended and supplemented,
5 and the rules and regulations promulgated by the Secretary of the Interior under
6 Federal reclamation law.¹

7 (b) The Contracting Officer shall have the right to make determinations necessary to
8 administer this contract that are consistent with its expressed and implied provisions,
9 the laws of the Contracting Officer and the State of Utah, and the rules and regulations
10 promulgated by the Secretary of the Interior. Such determinations shall be made in
11 consultation with the District.

12
13
14 22. CONTRACT DRAFTING CONSIDERATIONS

15 Articles 1 through 22 of this Contract have been drafted, negotiated, and reviewed by
16 the parties hereto, each of whom is sophisticated in the matters to which this Contract
17 pertains, and no one party will be considered to have drafted the stated articles.
18
19
20
21
22
23
24
25
26
27
28
29
30
31

1
2 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day
3 and year first above written.
4

5 APPROVED FOR
6 LEGAL SUFFICIENCY
7

UNITED STATES OF AMERICA

8
9 CHRISTOPH
10 By: ER RICH
11 Office of the Intermountain
12 Regional Solicitor
13

Digitally signed by
CHRISTOPHER RICH
Date: 2021.09.08
17:58:59 -04'00'


14 WAYNE
15 By: PULLAN
16 Regional Director, Upper Colorado Basin
17 Bureau of Reclamation
18

Digitally signed by
WAYNE PULLAN
Date: 2021.09.18
13:26:46 -06'00'

14 ATTEST:

15 UINAH WATER CONSERVANCY DISTRICT
16

17
18 By: 
19 Secretary
20

21 By: 
22 President