

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

VERNAL UNIT, CENTRAL UTAH PROJECT, UTAH

CONTRACT FOR CONVEYANCE OF NON-PROJECT WATER  
BETWEEN THE UNITED STATES OF AMERICA  
AND  
THE UINTAH WATER CONSERVANCY DISTRICT

THIS CONTRACT, made this 12<sup>th</sup> day of February, 2016, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Warren Act of February 21, 1911 (36 Stat. 925; 43 U.S.C. 523), and the Colorado River Storage Project Act of April 11, 1956 (70 Stat. 105; 43 U.S.C. 620), the Interior Department Appropriations Act for 1928 of January 12, 1927 (44 Stat. 934), among THE UNITED STATES OF AMERICA (United States or Reclamation), and the UINTAH WATER CONSERVANCY DISTRICT (District), a water conservancy district organized and existing under the laws of the State of Utah.

WITNESSETH That:

1  
2 EXPLANATORY RECITALS  
3

4 WHEREAS, the United States has constructed the Vernal Unit of the Central Utah  
5 Project, hereinafter referred to as the Vernal Unit or the Project, and has entered into Contract  
6 No. 14-06-400-778 with the District, dated July 14, 1958, as amended and supplemented,  
7 hereinafter referred to as Repayment Contract, which provides, among other things, for the  
8 construction, operation and maintenance of the Project and repayment of costs thereof; and  
9

10 WHEREAS, the United States has the authority to contract for up to an aggregate of  
11 35,000 acre-feet of carriage in the Steinaker Reservoir, Steinaker Feeder Canal and the Steinaker  
12 Service Canal by way of this Contract; and  
13

14 WHEREAS, to the extent Excess Capacity is available, the United States and the District  
15 are willing to convey said Non-Project Water through Project facilities for irrigation use only, in  
16 accordance with the terms and conditions of this Contract; and  
17

18 WHEREAS, various local irrigation companies have a supply of Non-Project Water (as  
19 defined herein) which they have requested the United States and the District convey through  
20 Excess Capacity (as defined herein) in Project facilities for irrigation use only; and  
21

22 WHEREAS, third-party approved to form contracts may be executed with irrigation  
23 companies and other entities desiring to carry Non-Project Water under this Contract, at the  
24 District's discretion.  
25

26 NOW THEREFORE, in consideration of the mutual and dependent covenants herein  
27 contained, the parties agree as follows:  
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1. DEFINITIONS

- a. Excess Capacity - The capacity of the Project facilities in excess of that capacity needed to meet the Project's authorized purposes, as determined by the United States and the District, which may be made available for the conveyance of Non-Project Water;
- b. Irrigation Year - April 1 through October 31, of each calendar year, which may be modified without amendment of this Contract;
- c. Non-Project Water - : Irrigation water that has not been adjudicated to the United States or the District as a part of the water rights held for the Project water supply;
- d. Project - The Vernal Unit of the Central Utah Project, owned by the United States and operated by the District;
- e. RRA - The Reclamation Reform Act of October 12, 1982 (43 U.S.C. 390aa, et seq., 96 Stat. 1261), as amended;
- f. Third Party Contracts – Contracts which can be made with various irrigation companies to allow for the carriage of Non Project irrigation water under the terms and conditions outlined in this Contract, subject to approval of the United States.

2. TERM OF CONTRACT

This Contract will be effective for 40 years from the date of execution, unless terminated earlier by failure to perform, or by mutual agreement of the parties hereto. It is recognized and understood by all signatory parties that this Contract does not grant or imply any permanent right to the use of Project facilities for the carriage of Non-Project Water.

1  
2 3. INTRODUCTION, CONVEYANCE, AND DISCHARGE OF NON-PROJECT WATER  
3

- 4 a. The conveyance of Non-Project Water pursuant to this Contract will be subject to  
5 the availability of Excess Capacity, as determined by the District in consultation  
6 with the United States, and in accordance with provisions of the Warren Act. In  
7 the event that District is unable to carry the anticipated total of 35,000 AF in  
8 Project facilities due to curtailment or any other reason, the reduction in Excess  
9 Capacity in Third Party Contracts will be allocated based on a proportionate share  
10 of the AF specified in the Third Party Contract divided by the total amount of  
11 Non-Project Water carried by the District in that Irrigation Year.  
12  
13 b. Non-Project Water may be conveyed through Excess Capacity in Project facilities  
14 from the point of introduction into the Steinaker Feeder Canal, passing through  
15 Steinaker Reservoir, and into the Steinaker Service Canal, to be carried to various  
16 turnouts, as will be defined in the Third Party Agreements.  
17  
18 c. The total amount of Non-Project Water to be introduced into Project facilities for  
19 conveyance during each irrigation year for the term of this Contract will not  
20 exceed 35,000 acre-feet. Conveyance of Non-Project Water under this Contract  
21 will only be allowed during the Irrigation Year. Any Non-Project Water left in  
22 Project facilities after October 31 will convert to Project water to be managed by  
23 the District in accordance with the Repayment Contract, as amended and  
24 supplemented.  
25  
26 d. The Non-Project Water conveyed under this Contract will be subject to standard  
27 seepage and evaporation losses from the point of introduction to the point of  
28 delivery, as determined by the United States or the District, in cooperation with  
29 the Ashley Creek river commissioner.  
30

- 1 e. The right granted herein will be subject to the provisions of applicable federal  
2 laws, rules, and regulations.  
3  
4

5 4. TITLE  
6

7 The District acknowledges that the United States retains all right, title, and interest in  
8 the Project lands and facilities, in particular, those facilities constructed  
9 which reside on Project lands or associated easements and appurtenances thereto.  
10

11 5. THIRD PARTY CONTRACTS  
12

- 13 a. When Excess Capacity is determined to be available, as determined by the United  
14 States and the District, the District may provide for conveyance of Non-Project  
15 Water under Third Party Contracts, in the form attached hereto as Attachment A.  
16 Any modifications to this Third Party Contract form will be satisfactory to and  
17 approved by the United States.  
18 b. The District and the third party contractor will sign the Third-Party Contracts then  
19 submit them to the United States for approval and signature.  
20 c. All Third Party Contracts will have a term equal to or less than the term of this  
21 Contract.  
22 d. All Third Party Contracts will refer to and be subject to the terms and conditions of  
23 this Contract.  
24 e. If there are any conflicts between this Contract and any Third Party Contract, this  
25 Contract will govern.  
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1       6.     MEASUREMENT OF WATER

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3       The Non-Project Water introduced into Project facilities will be measured and  
4       recorded by the District by existing measuring devices. The District will maintain  
5       accurate records of the quantity of Non-Project Water, expressed in acre-feet,  
6       introduced into Project facilities and will provide such records to the United States at  
7       the end of each irrigation season. If measuring devices are found to be defective or  
8       inaccurate, the District will make such necessary adjustments, repairs, or replacements  
9       without expense to the United States. In the event the District neglects or fails to make  
10      such adjustments, repairs, or replacements within a reasonable time and to the  
11      reasonable satisfaction of the United States, the United States will determine the  
12      appropriate measurements to be used to implement this Contract pending the District's  
13      completion of the necessary adjustments, repairs, or replacements. In the event that  
14      additional measurement devices are required, the full cost of these devices will be paid  
15      by the beneficiaries of these additional devices.

16  
17      7.     OPERATION, MAINTENANCE, AND REPLACEMENT ("OM&R")

18  
19      The District will operate, maintain, and replace the Project facilities in accordance  
20      with the Repayment Contract and other existing contracts governing the OM&R of the  
21      Project.

22  
23      8.     RATE AND PAYMENT

- 24  
25          a.   A rate of \$1.70 per acre-foot of Non-Project Water introduced into Project  
26          facilities will be applied annually. 50% of the charges will be considered non-  
27          federal, and will be applied from Third Party Contracts as a replacement  
28          component to be used by the District as future funding for extraordinary  
29          maintenance needs; provided, that these funds will only be used by the District for  
30          major, nonrecurring maintenance of Vernal Unit facilities, which are intended to  
31          ensure the continued safe, dependable, and reliable delivery of authorized Project

benefits. Reclamation Policy PEC 05-03 requires the cost of work performed under the definition of “extraordinary maintenance” to be greater than 10 percent of the District’s annual operation and maintenance budget for the facility, and at least \$100,000 in total cost. The other 50% of the annual charge will be paid to the United States and be credited in accordance with Section 5 of the Colorado River Storage Project Act.

b. Provided further, that if the Act of February 21, 1911, or Reclamation Manual Directive and Standard regarding Extended Repayment of Extraordinary Maintenance Costs (PEC 05-03) are amended, superseded, or replaced, this Contract will be amended or replaced to incorporate the applicable provisions, subject to then current Federal law and Reclamation policy.

c. This annual payment for replacements may be adjusted every ten (10) years to coincide with changes in Reclamation’s O&M Cost Index, as calculated by the Technical Service Center’s Maintenance Services Division, with an index base level from 2013 equaling 4.56 (1977 = 1.00).

d. The District charges for conveyance under Third Party Contracts will consist of the following components:

1. 50% of the per acre-foot rate associated with the Project as described in Article 8(a), as determined by Reclamation;
2. A proportionate share of OM&R costs associated with the carriage of Non-Project Water through the Project facilities, as determined by the District’s Board of Directors;
3. 100 percent of all incremental costs incurred by the District to administer the Third Party Contract; and
4. An assessment for reserve funds, as determined by the District.

e. The District will retain the portion of revenues described in Articles 8(d) 1-4 above.

1       9.     UNITED STATES NOT LIABLE

- 2
- 3           a.   The United States will not be responsible for the control, care or distribution of
- 4               the Non-Project Water before it is introduced into or after it is discharged from
- 5               the Project facilities. It is specifically understood that the United States is only
- 6               providing conveyance capacity for the Non-Project Water and does not claim any
- 7               interest in the acquisition or use of the Non-Project Water beyond the terms
- 8               specifically set forth in this Contract.
- 9
- 10          b.   The District agrees to indemnify and hold harmless the United States and all of its
- 11               representatives from all damages resulting from suits, actions, or claims of any
- 12               character brought on account of any injury to any person or property arising out of
- 13               any act, omission, neglect, or misconduct in the manner or method of performing
- 14               any construction, care, operation, maintenance, supervision, examination,
- 15               inspection, or other duties of the United States required under this contract,
- 16               regardless of who performs those duties, including the manner or method in
- 17               which Non-Project Water is introduced and diverted from Project facilities.
- 18

19     10.   ACREAGE LIMITATIONS

20           The District receives both Project and Non-Project Water and is subject to the

21           Reclamation Reform Act of 1982 (43 U.S.C. 390aa et seq., 96 Stat. 1261) (RRA).

22           Water users receiving Non-Project Water under this Contract will be subject to the

23           ownership and pricing provisions of Federal reclamation law, including the RRA in

24           the same manner as those water users who receive Project water, unless an

25           incremental fee is paid for all Non-Project Water conveyed pursuant to 43 CFR

26           426.15(c)(2). The portion of the carriage charge collected by the United States, as

27           established in Article 8 of this Contract constitutes the incremental fee; therefore,

28           Non-Project Water conveyed under this Contract is not subject to the ownership and

29           pricing provisions of Federal reclamation law, including the RRA.

30

31



1 STANDARD ARTICLES

2  
3 11. MEDIUM FOR TRANSMITTING PAYMENTS

- 4 a. All payments from the District to the United States under this Contract will be by  
5 the medium requested by the United States on or before the date payment is due.  
6 The required method of payment may include checks, wire transfers, or other  
7 types of payment specified by the United States.  
8 b. Upon execution of the Contract, the District will furnish the United States with  
9 the District's taxpayer's identification numbers (TIN). The purpose for requiring  
10 the District's TIN is for collecting and reporting any delinquent amounts arising  
11 out of the District's relationship with the United States.  
12

13 12. CHARGES FOR DELINQUENT PAYMENTS

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

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

13. GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

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

14. WATER CONSERVATION

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

15. PROTECTION OF WATER AND AIR QUALITY

- a. Project facilities used to make available and deliver water to the District will be operated and maintained in the most practical manner to maintain the quality of the water at the highest level possible as determined by the United States: Provided, that the United States does not warrant the quality of the Non-Project

1 Water conveyed and is under no obligation to furnish or construct water treatment  
2 facilities to maintain or improve the quality of water delivered,

- 3 b. The District will comply with all applicable water and air pollution laws and  
4 regulations of the United States and the State of Utah; and will obtain all required  
5 permits or licenses from the appropriate Federal, State, or local authorities  
6 necessary for the introduction, conveyance, and discharge of Non-Project Water  
7 by the District; and will be responsible for compliance with all Federal, State, and  
8 local water quality standards applicable to surface and subsurface drainage and/or  
9 discharges generated through the use of Federal or other facilities for the  
10 conveyance of Non-Project Water provided by the District within the District's  
11 boundaries or Project Water Service Area.
- 12 c. This Article will not affect or alter any legal obligations of Reclamation to  
13 provide drainage or other discharge services.
- 14 d. If it is determined by the United States that the quality of the source(s) of the  
15 Non-Project Water identified in Exhibit A, conveyed pursuant to this Contract  
16 will significantly degrade the quality of Project Water in or introduced into the  
17 Project facilities, the District will, upon receipt of a written notice from the United  
18 States, arrange for the immediate termination of the introduction of such source(s)  
19 of Non-Project Water into Project facilities, and Exhibit A will be modified to  
20 delete such source(s) of Non-Project Water.

21  
22 16. EQUAL EMPLOYMENT OPPORTUNITY

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

- 24 a. The District will not discriminate against any employee or applicant for  
25 employment because of race, color, religion, sex, or national origin. The District  
26 will take affirmative action to ensure that applicants are employed, and that  
27 employees are treated during employment, without regard to their race, color,  
28 religion, sex, or national origin. Such action will include, but not be limited to, the  
29 following: Employment, upgrading, demotion, or transfer; recruitment or  
30 recruitment advertising; layoff or termination; rates of pay or other forms of  
31 compensation; and selection for training, including apprenticeship. The District

1 agrees to post in conspicuous places, available to employees and applicants for  
2 employment, notices to be provided by the United States setting forth the  
3 provisions of this nondiscrimination clause.

4 b. The District will, in all solicitations or advertisements for employees placed by or  
5 on behalf of the District, state that all qualified applicants will receive  
6 consideration for employment without discrimination because of race, color,  
7 religion, sex, or national origin.

8 c. The District will send to each labor union or representative of workers with which  
9 it has a collective bargaining agreement or other contract or understanding, a  
10 notice, to be provided by the United States, advising the said labor union or  
11 workers' representative of the District's commitments under Section 202 of  
12 Executive Order 11246 of September 24, 1965, and will post copies of the notice  
13 in conspicuous places available to employees and applicants for employment.

14 d. The District will comply with all provisions of Executive Order  
15 No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and  
16 relevant orders of the Secretary of Labor.

17 e. The District will furnish all information and reports required by said amended  
18 Executive Order and by the rules, regulations, and orders of the Secretary of  
19 Labor, or pursuant thereto, and will permit access to its books, records, and  
20 accounts by the United States and the Secretary of Labor for purposes of  
21 investigation to ascertain compliance with such rules, regulations, and orders.

22 f. In the event of the District's noncompliance with the nondiscrimination clauses of  
23 this Contract or with any of the said rules, regulations, or orders, this Contract  
24 may be canceled, terminated, or suspended, in whole or in part, and the District  
25 may be declared ineligible for further Government contracts in accordance with  
26 procedures authorized in said amended Executive Order, and such other sanctions  
27 may be imposed and remedies invoked as provided in said Executive Order, or by  
28 rule, regulation, or order of the Secretary of Labor, or as otherwise provided by  
29 law.

30 g. The District will include the provisions of paragraphs (a) through (f) in every  
31 subcontract or purchase order unless exempted by the rules, regulations, or orders

1 of the Secretary of Labor issued pursuant to Section 204 of said amended  
2 Executive Order, so that such provisions will be binding upon each subCompanies  
3 or vendor. The District will take such action with respect to any subcontract or  
4 purchase order as may be directed by the Secretary of Labor as a means of  
5 enforcing such provisions, including sanctions for noncompliance: *Provided*,  
6 however, that in the event the District becomes involved in, or is threatened with,  
7 litigation with a subcontractor or vendor as a result of such direction, the District  
8 may request the United States to enter into such litigation to protect the interests  
9 of the United States.

10  
11 17. BOOKS, RECORDS, AND REPORTS

- 12 a. The District will establish and maintain accounts and other books and records  
13 pertaining to administration of the terms and conditions of this Contract,  
14 including: the District's financial transactions, water supply data, Project  
15 operation, maintenance and replacement logs, and Project land and right-of-way  
16 use agreements; the water users' land-use (crop census), landownership, land-  
17 leasing and water-use data; and other matters that the United States may require.  
18 Reports thereon will be furnished to the United States in such form and on such  
19 date or dates as the United States may reasonably require. Subject to applicable  
20 Federal laws and regulations, each party to this Contract will have the right during  
21 office hours to examine and make copies of the other party's books and records  
22 relating to matters covered by this Contract.
- 23 b. Notwithstanding the provisions of subsection (a) of this Article, no books,  
24 records, or other information will be requested from the District by the United  
25 States unless such books, records, or information are reasonably related to the  
26 administration or performance of this Contract. Any such request will allow the  
27 District a reasonable period of time within which to provide the requested books,  
28 records, or information.
- 29

18. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

19. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

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

20. OFFICIALS NOT TO BENEFIT

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

21. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

- a. The District will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.
- b. These statutes require that no person in the United States will, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this Contract, the District agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

- 1 c. The District makes this agreement in consideration of and for the purpose of  
2 obtaining any and all Federal grants, loans, contracts, property discounts, or other  
3 Federal financial assistance extended after the date hereof to the District by the  
4 Bureau of Reclamation, including installment payments after such date on  
5 account of arrangements for Federal financial assistance which were approved  
6 before such date. The District recognize and agree that such Federal assistance  
7 will be extended in reliance on the representations and agreements made in this  
8 Article, and that the United States reserves the right to seek judicial enforcement  
9 thereof.
- 10 d. Complaints of discrimination against the District will be investigated by the  
11 United States' Office of Civil Rights.
- 12

13 22. CERTIFICATION OF NONSEGREGATED FACILITIES

14 The District hereby certifies that it do not maintain or provide for their employees any  
15 segregated facilities at any of its establishments and that it does not permit its  
16 employees to perform their services at any location under its control where segregated  
17 facilities are maintained. It certifies further that it will not maintain or provide for its  
18 employees any segregated facilities at any of its establishments and that it will not  
19 permit its employees to perform their services at any location under its control where  
20 segregated facilities are maintained. The District agrees that a breach of this  
21 certification is a violation of the Equal Employment Opportunity clause in this  
22 contract. As used in this certification, the term "segregated facilities" means any  
23 waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating  
24 areas, time clocks, locker rooms and other storage or dressing areas, parking lots,  
25 drinking fountains, recreation or entertainment areas, transportation, and housing  
26 facilities provided for employees which are segregated by explicit directive or are in  
27 fact segregated on the basis of race, creed, color, or national origin, because of habit,  
28 local custom, disability, or otherwise. The District further agrees that (except where  
29 it has obtained identical certifications from proposed subcontractors for specific time  
30 periods) it will obtain identical certifications from proposed subcontractors prior to  
31 the award of subcontracts exceeding \$10,000 which are not exempt from the



1 provisions of the Equal Employment Opportunity clause; that it will retain such  
2 certifications in its files; and that it will forward the following notice to such proposed  
3 subcontractors (except where the proposed subcontractors have submitted identical  
4 certifications for specific time periods):

5 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
6 CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

13  
14 23. CHANGES IN DISTRICT'S ORGANIZATION

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

20  
21 24. NOTICES

22 Any notice, demand, or request authorized or required by this contract will be deemed  
23 to have been given, on behalf of the District, when mailed, postage prepaid, or  
24 delivered to the other parties as follows:

25  
26  
27 Bureau of Reclamation  
28 125 South State Street, Room 8100  
29 Salt Lake City, UT 84138  
30  
31



1 Uintah Water Conservancy District  
2 78 W 3325 N  
3 Vernal, UT 84078  
4

5 The designation of the addressee or the address may be changed by notice given in  
6 the same manner as provided in this Article for other notices.  
7

8 25. CONFIRMATION OF CONTRACT

9 Promptly after the execution of this contract, the District shall provide evidence to the  
10 United States that, pursuant to the laws of the State of Utah, the District is a legally  
11 constituted entity and the contract is lawful, valid, and binding on the District. This  
12 contract shall not be binding on the United States until such evidence has been  
13 provided to the United States's satisfaction.  
14

15 26. ADMINISTRATION OF FEDERAL PROJECT LANDS

16 The lands and interests in lands acquired, withdrawn, or reserved and needed by the  
17 United States for the purposes of care, operation, and maintenance of Central Utah  
18 Project – Vernal Unit works may be used by the District for such purposes. The  
19 District shall ensure that no unauthorized encroachment occurs on Federal project  
20 lands and rights-of-way. The District does not have the authority to issue any land-  
21 use agreement or grant that conveys an interest in Federal real property, nor to lease  
22 or dispose of any interest of the United States.  
23

24 27. CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

- 25 a. The District shall not allow contamination or pollution of Federal project lands,  
26 project waters, or project works of the United States or administered by the  
27 United States and for which the District has the responsibility for care, operation,  
28 and maintenance by its employees or agents. The District shall also take  
29 reasonable precautions to prevent such contamination or pollution by third parties.  
30 b. The District shall comply with all applicable Federal [, State, and local] laws and  
31 regulations and Reclamation policies and instructions existing, or hereafter

1 enacted or promulgated, concerning any hazardous material that will be used,  
2 produced, transported, stored, released, or disposed of on or in Federal project  
3 lands, project waters, or project works.

- 4 c. "Hazardous material" means (1) any substance falling within the definition of  
5 "hazardous substance," "pollutant or contaminant," or "hazardous waste" under  
6 the Comprehensive Environmental Response, Compensation and Liability Act (42  
7 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act (33  
8 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal  
9 pollution, refuse, garbage, sewage effluent, industrial waste, mine or mill tailings,  
10 mineral salts, pesticides, and other solid waste, and (4) any other substance  
11 regulated as hazardous or toxic under Federal [, State, local] or Tribal law.
- 12 d. Upon discovery of any event which may or does result in contamination or  
13 pollution of Federal project lands, project water, or project works, the District  
14 shall immediately undertake all measures necessary to protect public health and  
15 the environment, including measures necessary to contain or abate any such  
16 contamination or pollution, and shall report such discovery with full details of the  
17 actions taken to the United States. Reporting shall be within a reasonable time  
18 period but shall not exceed 24 hours from the time of discovery if it is an  
19 emergency and the first working day following discovery in the event of a non-  
20 emergency.
- 21 e. If violation of the provisions of this Article occurs and the District does not take  
22 immediate corrective action, as determined by the United States, the District may  
23 be subject to remedies imposed by the United States, which may include  
24 termination of this contract.
- 25 f. The District shall be liable for any response action or corrective measure  
26 necessary to protect public health and the environment or to restore Federal  
27 project lands, project waters, or project works that are adversely affected as a  
28 result of such violation, and for all costs, penalties or other sanctions that are  
29 imposed for violation of any Federal [, State, local] or Tribal laws and regulations  
30 concerning hazardous material. At the discretion of the United States, the United  
31 States may also terminate this Contract as a result of such violation.

- 1 g. The District shall defend, indemnify, protect and save the United States harmless  
2 from and against any costs, expenses, claims, damages, demands, or other liability  
3 arising from or relating to District's violation of this article.  
4 h. Reclamation agrees to provide information necessary for the District, using  
5 reasonable diligence, to comply with the provisions of this Article.  
6

7 28. PEST MANAGEMENT

- 8 a. The District is responsible for complying with applicable Federal, State, and local  
9 laws, rules, and regulations related to pest management in performing its  
10 responsibilities under  
11 this contract.  
12 b. The District is responsible for effectively avoiding the introduction and spread of,  
13 and for otherwise controlling, undesirable plants and animals, as defined by the  
14 United States, on or in Federal project lands, Federal project waters, and Federal  
15 project works for which and to the extent that the District has operation and  
16 maintenance responsibility. The District is responsible for exercising the level of  
17 precaution necessary in meeting this responsibility, including inspecting its  
18 vehicles and equipment for reproductive and vegetative parts, foreign soil, mud or  
19 other debris that may cause the spread of weeds, invasive species and other pests,  
20 and removing such materials before moving its vehicles and equipment onto any  
21 Federal land or out of any area on Federal project land where work is performed.  
22 c. Where decontamination is required prior to entering Federal project land, it shall  
23 be performed at the point of prior use, or at an approved offsite facility able to  
24 process generated cleaning wastes. Upon the completion of work, the District  
25 will perform any required decontamination within the work area before moving  
26 the vehicles and equipment from Federal project lands.  
27 d. Programs for the control of undesirable plants and animals on Federal project  
28 lands, and in Federal project waters and Federal project works for which the  
29 District has operation and maintenance responsibility will incorporate Integrated  
30 Pest Management (IPM) concepts and practices. IPM refers to a systematic and  
31 environmentally compatible program to maintain pest populations within

1 economically and environmentally tolerable levels. In implementing an IPM  
2 program, the District will adhere to applicable Federal and State laws and  
3 regulations and Department of the Interior and Bureau of Reclamation policies,  
4 directives, guidelines, and manuals, including but not limited to, the Department  
5 of the Interior Manual, Part 609 Weed Control Program, the Plant Protection Act  
6 of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3,  
7 1999.

8  
9 29. CONTRACT DRAFTING CONSIDERATIONS

10 Articles 1 through 28 of this Contract have been drafted, negotiated, and reviewed by  
11 the parties hereto, each of whom is sophisticated in the matters to which this Contract  
12 pertains, and no one party will be considered to have drafted the stated articles.  
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1 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day  
2 and year first above written.  
3

4 UNITED STATES OF AMERICA

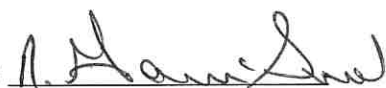
5 APPROVED:

6  
7  
8 By:   
9 Office of the Regional Solicitor

By:   
Regional Director, Upper Colorado Region  
Bureau of Reclamation

10  
11  
12 ATTEST:

13 UINTAH WATER CONSERVANCY DISTRICT

14  
15  
16 By:   
17 Secretary

By:   
President