

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 AMENDATORY CONTRACT, made this 20 day of ^{September}, 2021, 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), 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), and Section 301 of Public Law 103-434 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 or Contractor), a water conservancy district organized and existing under the laws of the State of Utah.

WITNESSETH That:

1 EXPLANATORY RECITALS

2
3 WHEREAS, on February 12, 2016, the District entered into Contract No. 15-WC-40-587
4 (2016 Contract) with Reclamation for the carriage of up to 35,000 acre-feet of non-project
5 irrigation water in Central Utah Project – Vernal Unit facilities, namely: Steinaker Reservoir,
6 Steinaker Feeder Canal and the Steinaker Service Canal; and
7

8 WHEREAS, Vernal City, Maeser Water Improvement District, and the Ashley Valley
9 Water and Sewer Improvement District have primary water rights in Ashley Creek which they
10 have requested Reclamation and the District convey through Project facilities on an Excess
11 Capacity basis; and
12

13 WHEREAS, the District has requested to amend the 2016 Contract with Reclamation to
14 include municipal and industrial (M&I) provisions within the 35,000 AF aggregate carriage
15 ceiling; and
16

17 WHEREAS, to the extent Excess Capacity is available, Reclamation and the District are
18 willing to convey said Non-Project Water through Project facilities for irrigation and M&I uses,
19 in accordance with the terms and conditions of this Contract.
20

21 NOW THEREFORE, in consideration of the mutual and dependent covenants herein
22 contained, the parties agree as follows:
23
24
25
26

1 1. The following provisions of Article 1 of the 2016 Contract are hereby amended as
2 follows:

- 3 c. Non-Project Water – Irrigation or M&I water that has not been adjudicated to
4 Reclamation or the District as a part of the water rights held for the Project water
5 supply;
- 6 f. Third Party Contracts – Contracts which can be made with various irrigation
7 companies and M&I water supply entities to allow for the carriage of Non-Project
8 water under the terms and conditions outlined in this Contract, subject to approval
9 of Reclamation;
- 10 g. Irrigation Water - The use of water to irrigate land primarily for the production of
11 commercial agricultural crops or livestock, and domestic and other uses that are
12 incidental thereto;
- 13 h. Municipal and Industrial Water - The use of water for municipal, industrial,
14 miscellaneous and other purposes not falling under the definition of “irrigation
15 use” or within another category of water use under an applicable Federal
16 authority;

17
18 2. The following provision of Article 3 of the 2016 Contract is hereby amended as follows:

- 19 f. When the District determines there to be insufficient Excess Capacity in any of the
20 Project facilities, non-project irrigation water will have preference over the non-
21 project M&I water.
22

23
24 3. The following provisions of Article 8 of the 2016 Contract are hereby amended as
25 follows:

- 26 a. An irrigation rate of \$1.70 per acre-foot and an M&I rate of \$30 per acre-foot of
27 Non-Project Water introduced into Project facilities will be applied annually.
28 100% of the charges will be considered non-federal, and will be applied from
29 Third Party Contracts as a replacement component to be used by the District as
30 future funding for extraordinary maintenance needs; provided, that these funds
31

1 will only be used by the District for major, nonrecurring maintenance of Vernal
2 Unit facilities, which are intended to ensure the continued safe, dependable, and
3 reliable delivery of authorized Project benefits. Reclamation Policy PEC 05-03
4 requires the cost of work performed under the definition of “extraordinary
5 maintenance” to be greater than 10 percent of the District’s annual operation and
6 maintenance budget for the facility, and at least \$100,000 in total cost.

7
8 c. This annual payment for replacements may be adjusted every five (5) years to
9 coincide with changes in Reclamation’s O&M Cost Index, as calculated by the
10 Technical Service Center’s Maintenance Services Division, with an index base
11 level from 2013 equaling 4.56 (1977 = 1.00).

12
13 d. The District charges for conveyance under Third Party Contracts will consist of
14 the following components:

15
16 1. 100% of the per acre-foot rate associated with the Project as described in Article 8(a), as
17 determined by Reclamation;

18
19 4. The following Standard Articles are updated herein for format and content. All other
20 provisions not specifically modified in this amendment will remain unchanged.

1
2 STANDARD ARTICLES
3
4

5 5. CHARGES FOR DELINQUENT PAYMENTS

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

1 6. 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 7. 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 8. 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 Contracting Officer does not warrant the quality of the water delivered to the
27 District and is under no obligation to furnish or construct water treatment facilities
28 to maintain or improve the quality of water delivered to the District.
- 29 c. The District will comply with all applicable water and air pollution laws and
30 regulations of the Contracting Officer and the State of Utah; and will obtain all
31 required permits or licenses from the appropriate Federal, State, or local

1 authorities necessary for the introduction, conveyance, and discharge of Non-
2 Project Water by the District; and will be responsible for compliance with all
3 Federal, State, and local water quality standards applicable to surface and
4 subsurface drainage and/or discharges generated through the use of Federal or
5 other facilities for the conveyance of Non-Project Water provided by the District
6 within the District's boundaries or Project Water Service Area.

- 7 d. This Article will not affect or alter any legal obligations of Reclamation to
8 provide drainage or other discharge services.
- 9 e. If it is determined by the Contracting Officer that the quality of the source(s) of
10 the Non-Project Water identified in Exhibit A, conveyed pursuant to this Contract
11 will significantly degrade the quality of Project Water in or introduced into the
12 Project facilities, the District will, upon receipt of a written notice from the
13 Contracting Officer, arrange for the immediate termination of the introduction of
14 such source(s) of Non-Project Water into Project facilities, and Exhibit A will be
15 modified to delete such source(s) of Non-Project Water.

16
17 **9. EQUAL EMPLOYMENT OPPORTUNITY**

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

- 19 a. The District will not discriminate against any employee or applicant for
20 employment because of race, color, religion, sex, sexual orientation, gender
21 identity, or national origin. The District will take affirmative action to ensure that
22 applicants are employed, and that employees are treated during employment,
23 without regard to their race, color, religion, sex, sexual orientation, gender
24 identity, or national origin. Such action shall include, but not be limited to the
25 following: employment, upgrading, demotion, or transfer; recruitment or
26 recruitment advertising; layoff or termination; rates of pay or other forms of
27 compensation; and selection for training, including apprenticeship. The District
28 agrees to post in conspicuous places, available to employees and applicants for
29 employment, notices to be provided by the Contracting Officer setting forth the
30 provisions of this nondiscrimination clause.

- 1 b. The District will, in all solicitations or advancements for employees placed by or
2 on behalf of the District, state that all qualified applicants will receive
3 consideration for employment without regard to race, color, religion, sex, sexual
4 orientation, gender identity, or national origin.
- 5 c. The District will not discharge or in any other manner discriminate against any
6 employee or applicant for employment because such employee or applicant has
7 inquired about, discussed, or disclosed the compensation of the employee or
8 applicant or another employee or applicant. This provision shall not apply to
9 instances in which an employee who has access to the compensation information
10 of other employees or applicants as a part of such employee's essential job
11 functions discloses the compensation of such other employees or applicants to
12 individuals who do not otherwise have access to such information, unless such
13 disclosure is in response to a formal complaint or charge, in furtherance of an
14 investigation, proceeding, hearing, or action, including an investigation conducted
15 by the employer, or is consistent with the District's legal duty to furnish
16 information.
- 17 d. The District will send to each labor union or representative of workers with which
18 it has a collective bargaining agreement or other contract or understanding, a
19 notice, to be provided by the Contracting Officer, advising the said labor union or
20 workers' representative of the District's commitments under Section 202 of
21 Executive Order 11246 of September 24, 1965, and will post copies of the notice
22 in conspicuous places available to employees and applicants for employment.
- 23 e. The District will comply with all provisions of Executive Order
24 No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and
25 relevant orders of the Secretary of Labor.
- 26 f. The District will furnish all information and reports required by said amended
27 Executive Order and by the rules, regulations, and orders of the Secretary of
28 Labor, or pursuant thereto, and will permit access to its books, records, and
29 accounts by the Contracting Officer and the Secretary of Labor for purposes of
30 investigation to ascertain compliance with such rules, regulations, and orders.

- 1 g. In the event of the District's noncompliance with the nondiscrimination clauses of
2 this contract or with any of such rules, regulations, or orders, this contract may be
3 canceled, terminated or suspended in whole or in part and the District may be
4 declared ineligible for further Government contracts in accordance with
5 procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such
6 other sanctions may be imposed and remedies invoked as provided in Executive
7 Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the
8 Secretary of Labor, or as otherwise provided by law.
- 9 h. The District will include the provisions of paragraphs (1) through (8) in every
10 subcontract or purchase order unless exempted by the rules, regulations, or orders
11 of the Secretary of Labor issued pursuant to section 204 of Executive Order No.
12 11246 of September 24, 1965, so that such provisions will be binding upon each
13 subcontractor or vendor. The District will take such action with respect to any
14 subcontract or purchase order as may be directed by the Secretary of Labor as a
15 means of enforcing such provisions, including sanctions for noncompliance:
16 *Provided, however,* that in the event the District becomes involved in, or is
17 threatened with, litigation with a subcontractor or vendor as a result of such
18 direction, the District may request the Contracting Officer to enter into such
19 litigation to protect the interests of the Contracting Officer.

20
21 **10. BOOKS, RECORDS, AND REPORTS**

- 22 a. The District will establish and maintain accounts and other books and records
23 pertaining to administration of the terms and conditions of this Contract,
24 including: the District's financial transactions, water supply data, Project
25 operation, maintenance and replacement logs, and Project land and right-of-way
26 use agreements; the water users' land-use (crop census), landownership, land-
27 leasing and water-use data; and other matters that the Contracting Officer may
28 require. Reports thereon will be furnished to the Contracting Officer in such form
29 and on such date or dates as the Contracting Officer may reasonably require.
30 Subject to applicable Federal laws and regulations, each party to this Contract will

1 have the right during office hours to examine and make copies of the other party's
2 books and records relating to matters covered by this Contract.

- 3 b. Notwithstanding the provisions of subsection (a) of this Article, no books,
4 records, or other information will be requested from the District by the
5 Contracting Officer unless such books, records, or information are reasonably
6 related to the administration or performance of this Contract. Any such request
7 will allow the District a reasonable period of time within which to provide the
8 requested books, records, or information.

9
10 **11. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS**

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

16
17 **12. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED**

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

21
22 **13. OFFICIALS NOT TO BENEFIT**

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

26
27 **14. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS**

- 28 a. The District shall comply with Title VI of the Civil Rights Act of 1964
29 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-
30 112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act
31 of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), [Title II of the

1 Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et
2 seq.)] [Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336;
3 42 U.S.C. § 12181, et seq.)], and any other applicable civil rights laws, and with
4 the applicable implementing regulations and any guidelines imposed by the U.S.
5 Department of the Interior and/or Bureau of Reclamation.

- 6 b. These statutes prohibit any person in the Contracting Officer from being excluded
7 from participation in, being denied the benefits of, or being otherwise subjected to
8 discrimination under any program or activity receiving financial assistance from
9 the Bureau of Reclamation on the grounds of race, color, national origin,
10 disability, or age. By executing this contract, the District agrees to immediately
11 take any measures necessary to implement this obligation, including permitting
12 officials of the Contracting Officer to inspect premises, programs, and documents.
- 13 c. The District makes this agreement in consideration of and for the purpose of
14 obtaining any and all Federal grants, loans, contracts, property discounts, or other
15 Federal financial assistance extended after the date hereof to the District by the
16 Bureau of Reclamation, including installment payments after such date on
17 account of arrangements for Federal financial assistance which were approved
18 before such date. The District recognizes and agrees that such Federal assistance
19 will be extended in reliance on the representations and agreements made in this
20 Article, and that the Contracting Officer reserves the right to seek judicial
21 enforcement thereof.
- 22 d. Complaints of discrimination against the District will be investigated by the
23 Contracting Officer' Office of Civil Rights.
- 24

25 **15. CERTIFICATION OF NONSEGREGATED FACILITIES**

26 The District hereby certifies that it do not maintain or provide for their employees any
27 segregated facilities at any of its establishments and that it does not permit its
28 employees to perform their services at any location under its control where segregated
29 facilities are maintained. It certifies further that it will not maintain or provide for its
30 employees any segregated facilities at any of its establishments and that it will not
31 permit its employees to perform their services at any location under its control where

1 segregated facilities are maintained. The District agrees that a breach of this
2 certification is a violation of the Equal Employment Opportunity clause in this
3 contract. As used in this certification, the term "segregated facilities" means any
4 waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating
5 areas, time clocks, locker rooms and other storage or dressing areas, parking lots,
6 drinking fountains, recreation or entertainment areas, transportation, and housing
7 facilities provided for employees which are segregated by explicit directive or are in
8 fact segregated on the basis of race, creed, color, or national origin, because of habit,
9 local custom, disability, or otherwise. The District further agrees that (except where
10 it has obtained identical certifications from proposed subcontractors for specific time
11 periods) it will obtain identical certifications from proposed subcontractors prior to
12 the award of subcontracts exceeding \$10,000 which are not exempt from the
13 provisions of the Equal Employment Opportunity clause; that it will retain such
14 certifications in its files; and that it will forward the following notice to such proposed
15 subcontractors (except where the proposed subcontractors have submitted identical
16 certifications for specific time periods):

17 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
18 CERTIFICATIONS OF NONSEGREGATED FACILITIES

19 A Certification of Nonsegregated Facilities must be submitted prior to the award of a
20 subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal
21 Employment Opportunity clause. The certification may be submitted either for each
22 subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or
23 annually). Note: The penalty for making false statements in offers is prescribed in
24 18 U.S.C. 1001.

25
26 16. CHANGES IN DISTRICT'S ORGANIZATION

27 While this Contract is in effect, no change may be made in the District's
28 organizations, by inclusion or exclusion of lands or by any other changes which may
29 affect the respective rights, obligations, privileges, and duties of either the
30 Contracting Officer or the District under this Contract including, but not limited to,

1 dissolution, consolidation, or merger, except upon the Contracting Officer' written
2 consent.

3
4 **17. NOTICES**

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

8
9 Bureau of Reclamation
10 125 South State Street, Room 8100
11 Salt Lake City, UT 84138

12
13 Uintah Water Conservancy District
14 78 W 3325 N
15 Vernal, UT 84078

16
17 The designation of the addressee or the address may be changed by notice given in
18 the same manner as provided in this Article for other notices.

19
20 **18. CONFIRMATION OF CONTRACT**

21 Promptly after the execution of this contract, the District will provide evidence to the
22 Contracting Officer that, pursuant to the laws of the State of Utah, the District is a
23 legally constituted entity and the contract is lawful, valid, and binding on the District.
24 This contract will not be binding on the Contracting Officer until the District provides
25 evidence to the Contracting Officer' satisfaction. In addition to other forms of
26 evidence to meet the requirements of this Article, the District may provide or the
27 Contracting Officer may require a certified copy of a final decree of a court of
28 competent jurisdiction in the State of Utah, confirming the proceedings on the part of
29 the District for the authorization of the execution of this contract.
30
31

1 19. ADMINISTRATION OF FEDERAL PROJECT LANDS.

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

9
10 The Contracting Officer retains responsibility for compliance with the National
11 Historic Preservation Act of 1966 (NHPA), and the Native American Graves
12 Protection and Repatriation Act of 1990 (NAGPRA). The District will notify the
13 Contracting Officer and, only when on tribal land, also notify the appropriate tribal
14 official, immediately upon the discovery of any potential historic properties or Native
15 American human remains, funerary objects, sacred objects, or objects of cultural
16 patrimony.

17
18 20. CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

- 19 a. The District shall not allow contamination or pollution of Federal project lands,
20 project waters, or project works of the Contracting Officer or administered by the
21 Contracting Officer and for which the District has the responsibility for care,
22 operation, and maintenance by its employees or agents. The District shall also
23 take reasonable precautions to prevent such contamination or pollution by third
24 parties.
- 25 b. The District shall comply with all applicable Federal, state, and local laws and
26 regulations and Reclamation policies and instructions existing, or hereafter
27 enacted or promulgated, concerning any hazardous material that will be used,
28 produced, transported, stored, released, or disposed of on or in Federal project
29 lands, project waters, or project works.
- 30 c. “Hazardous material” means (1) any substance falling within the definition of
31 “hazardous substance,” “pollutant or contaminant,” or “hazardous waste” under

1 the Comprehensive Environmental Response, Compensation and Liability Act (42
2 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act (33
3 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal
4 pollution, refuse, garbage, sewage effluent, industrial waste, mine or mill tailings,
5 mineral salts, pesticides, and other solid waste, and (4) any other substance
6 regulated as hazardous or toxic under Federal, state, local, or Tribal law.

7 d. Upon discovery of any event which may or does result in contamination or
8 pollution of Federal project lands, project water, or project works, the District
9 shall immediately undertake all measures necessary to protect public health and
10 the environment, including measures necessary to contain or abate any such
11 contamination or pollution, and shall report such discovery with full details of the
12 actions taken to the Contracting Officer. Reporting shall be within a reasonable
13 time period but shall not exceed 24 hours from the time of discovery if it is an
14 emergency and the first working day following discovery in the event of a non-
15 emergency.

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

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

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

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

1
2 21. PEST MANAGEMENT

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

1 directives, guidelines, and manuals, including but not limited to, the Department
2 of the Interior Manual, Part 609 Weed Control Program, the Plant Protection Act
3 of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3,
4 1999.

5
6
7 22. RULES, REGULATIONS, AND DETERMINATIONS
8

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

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

18
19
20 23. CONTRACT DRAFTING CONSIDERATIONS

21 Articles 1 through 23 of this Contract have been drafted, negotiated, and reviewed by
22 the parties hereto, each of whom is sophisticated in the matters to which this Contract
23 pertains, and no one party will be considered to have drafted the stated articles.
24
25
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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

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

Digitally signed by
CHRISTOPHER RICH
Date: 2021.09.15
18:28:36 -04'00'


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

Digitally signed by
WAYNE PULLAN
Date: 2021.09.20
16:53:12 -06'00'

14 ATTEST:
15

UINTAH WATER CONSERVANCY DISTRICT

16
17
18 By: 
19 Secretary
20

By: 
President