

**RESOLUTION NO. 1416
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO A
WATER SERVICE CONTRACT WITH THE UNITED STATES OF AMERICA**

Whereas, the United States of America Secretary of the Interior, pursuant to the 1956 Federal Reclamation Act (“1956 Act”), was authorized to construct, operate, and maintain Bowman Dam and the Prineville Reservoir of the Crooked River Project, hereinafter referred to as the “Project,” for irrigation purposes; and

Whereas, the Crooked River Collaborative Water Security and Jobs Act of 2014 (“2014 Act”) amended the 1956 Act to direct the release of 5,100 acre-feet of water annually to serve as mitigation water for the City’s groundwater pumping; and

Whereas, water that is released annually to serve as mitigation for City groundwater pumping will be released in a manner consistent with the 2014 Act and the United States of America, acting through the Bureau of Reclamation (“BOR”) has secured State of Oregon Secondary Water Right Certificate No. 94149 to cover the release of 5,100 acre-feet for “flow augmentation for wildlife and fish life; and to establish mitigation credits under the Deschutes ground water mitigation program for the City of Prineville (“City”). The Certificate awarded 5,100 mitigation credits to mitigation-credit project M-222 and assigned the credits to the City; and

Whereas, the City has an annual need for mitigation for groundwater pumping. The City currently has groundwater right Permit No. G-18154, which requires mitigation and contemplates the use of a portion of the 5,100 acre-feet available for mitigation from this contract for such. The City anticipates additional rights needing additional mitigation from water covered by this contract;

Whereas, the 2014 Act directs the City to make payments for the water released in accordance with applicable BOR policies, directives, and standards; and it is intended for the City to pay only for the volume of water that is actually applied to satisfy mitigation obligations each year, from the 5,100 acre-feet released each year; and

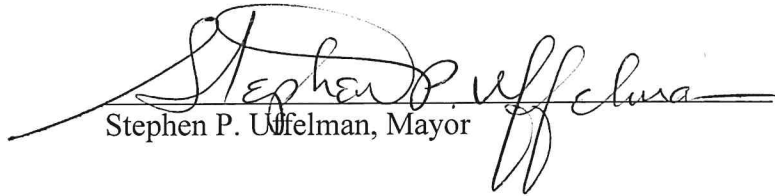
Whereas, it is anticipated in the future the City will need additional water beyond the 5,100 acre-feet covered by this contract, and the 2014 Act authorizes the Secretary of the Interior to contract exclusively with the City for additional quantities of water at the request of the City, which will be covered by a figure contracting action; and

Whereas, an Agreement (“Agreement”) has been prepared and is attached to this Resolution and incorporated herein; and

Whereas, City staff believes it is in the best interest of the City to approve and execute the Agreement;

Now, Therefore, the City of Prineville resolves that the Agreement attached to this Resolution between the City and United States of America is hereby approved and that the Mayor is authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this 22nd day of October, 2019.


Stephen P. Uffelman, Mayor

ATTEST:


Lisa Morgan, City Recorder

COPY

Contract No.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Crooked River Project, Oregon

WATER SERVICE CONTRACT BETWEEN THE UNITED STATES
OF AMERICA AND
THE CITY OF PRINEVILLE, OREGON

THIS CONTRACT, is made this ____ day of _____, 2019, pursuant generally to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, specifically the Act of February 25, 1920 (41 Stat. 451), Act of August 6, 1956 (Public Law 84-992, 70 Stat. 1058) hereinafter referred to as “the 1956 Act,” and the Crooked River Collaborative Water Security and Jobs Act of 2014 (Public Law 113-244, 128 Stat. 2864) hereinafter referred to as “the 2014 Act,” all collectively known as the Federal Reclamation Laws, between the **UNITED STATES OF AMERICA**, hereinafter referred to as the “United States,” acting through the Bureau of Reclamation, hereinafter referred to as “Reclamation,” represented by the Regional Director, Pacific Northwest Region, hereinafter referred to as the “Contracting Officer,” and the **CITY OF PRINEVILLE, OREGON**, hereinafter referred to as the “City.”

EXPLANATORY RECITALS

1. WHEREAS, the Secretary of the Interior, pursuant to the 1956 Act, was authorized to construct, operate, and maintain Bowman Dam and the Prineville Reservoir of the Crooked River Project, hereinafter referred to as the “Project,” for irrigation and other beneficial purposes;
2. WHEREAS, the 2014 Act amended the 1956 Act to direct the release of 5,100 acre-feet of water annually to serve as mitigation water for the City’s groundwater pumping;
3. WHEREAS, the United States and Ochoco Irrigation District (“District”) entered into Contract No. 14-06-100-2551, dated September 14, 1962, which provided for the transfer of

the operations of Bowman Dam and Prineville Reservoir to the District for the United States. The contract provides that in the event of default by the District in operations, the United States may take over the operations;

4. WHEREAS, water that is released annually to serve as mitigation for City groundwater pumping will be released in a manner consistent with the 2014 Act and Reclamation has secured State of Oregon Secondary Water Right Certificate No. 94149 to cover the release of the 5,100 acre-ft for “flow augmentation for wildlife and fish life; and to establish mitigation credits under the Deschutes ground water mitigation program for the City of Prineville.” The Certificate awarded 5,100 mitigation credits to mitigation-credit project M-222 and assigned the credits to the City;

5. WHEREAS, the City has an annual need for mitigation for groundwater pumping. The City currently has groundwater right Permit No. G-18154, which requires mitigation and contemplates the use of a portion of the 5,100 acre-ft available for mitigation from this contract for such. The City anticipates additional water rights needing additional mitigation from water covered by this contract;

6. WHEREAS, the 2014 Act directs the City to make payments for the water released in accordance with applicable Reclamation polices, directives, and standards; and it is intended for the City to pay only for the volume of water that is actually applied to satisfy mitigation obligations each year, from the 5,100 acre-ft released each year; and

7. WHEREAS, it is anticipated in the future the City will need additional water beyond the 5,100 acre-ft covered by this contract, and the 2014 Act authorizes the Secretary of the Interior to contract exclusively with the City for additional quantities of water at the request of the City, which will be covered by a future contracting action;

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby mutually agreed as follows:

DEFINITIONS

8. The following terms hereinafter used in this contract shall have the following respective meanings:

(a) “Contracting Officer” shall mean the Bureau of Reclamation Pacific Northwest Regional Director or a duly authorized representative acting pursuant to this contract or applicable Federal Reclamation law, regulation, or policy.

(b) “Mitigation” shall mean the use of Project water to serve as mitigation for the City’s groundwater pumping pursuant to the 2014 Act.

WATER MADE AVAILABLE FOR MITIGATION

9. (a) Subject to the conditions, exceptions, and reservations set forth herein and the availability of water quantities sufficient to fulfill the requirements of this contract, the United States hereby authorizes the City to apply any or all of the 5,100 acre-ft released from Prineville Reservoir each year pursuant to the 2014 Act to satisfy its current and future mitigation obligation. In the event of a shortage, the water described in Section 6(a)(1-4) of the 1956 Act as amended by the 2014 Act, will be shared on a pro rata basis.

(b) The City shall not use or permit the use of water furnished to it for any purpose other than as mitigation water and the City will not lease or sell potentially available mitigation water from the annual release of 5,100 acre-ft that is in excess of the amount required to satisfy its mitigation water requirements. Water released will be in compliance with the 2014 Act.

PAYMENTS

10. (a) Cost Per Acre-foot of Water

The annual water service charge is \$16.69 per acre-foot for the water used by the City from the 5,100 acre-ft released, to satisfy its mitigation obligation. The water service charge is composed of an annual construction cost component of \$16.38 and a Safety of Dams cost component of \$0.31. From time to time, but not less often than once every 5 years, the water service charge will be reviewed by the Contracting Officer and revised if necessary, taking into account any changes in Project costs, allocation of costs, interest rates, or other related factors, determined in accordance with applicable Reclamation Law and policy. Any revision by the Contracting Officer will apply only to future payments and shall be announced by written notice to the City prior to the next bill.

(b) Billing and Payment Method and Dates

The City will make payment in advance of using water under paragraph 10(a). After the execution of this contract, Reclamation will bill the City for the estimated water to be used to satisfy the City's mitigation obligation for the first year, ending September 30, 2020, which is 372 acre-ft. At \$16.69 per acre-foot for 372 acre-ft, the bill will be \$6,208.68. For the following years, the billing cycle will run from October 1 through September 30. Prior to the start of each billing cycle, Reclamation will bill the City on or before September 1 of each year. The City shall pay the amount billed on or before October 1 of that year. The bill will be based on an estimate of the City's mitigation obligation for the following year starting Oct 1. Reclamation will base the estimation on documentation it deems reliable, including incremental development plans, water right certificates, and other information, received from the City or the State of Oregon. Reclamation may change the date of the billing cycle upon request of the City.

(c) Monetary Credit for Mitigation Obligation Not Used

Subject to compliance with this paragraph, the City will receive monetary credit for each acre-foot of water for which it paid under paragraph 10(b) but did not use for mitigation from the 5,100 acre-ft released. This credit will be calculated based on the water used for mitigation during the billing cycle prior to the current billing cycle (in other words, two cycles earlier than the cycle for which the bill is being prepared). (For example, Reclamation will provide a monetary credit in September 2022 for each acre-foot of water not used for mitigation in the bill paid by the City in October 2020.) The City will supply to Reclamation information of the water used for mitigation within six (6) months following each billing cycle. Reclamation will use this evidence along with any other information to calculate the monetary credit (or shortfall). In the event the payment process does not ensure payment is made in advance or for any other reason, Reclamation may change the billing process by notice in writing to ensure payment is made in advance.

(d) Operation and Maintenance Payments

In addition to the above charges, the District will pay operation and maintenance payments. As the United States has transferred to the District the care, operation, and maintenance of Bowman Dam and Prineville Reservoir, the City shall pay to the District the share of costs of operation and maintenance of such, including whatever costs may be incurred in the delivery of water therefrom, which is apportionable to the contracted storage space therein and which is allocable to the 5,100 acre-ft allocated for the City's mitigation. The City will not receive a monetary credit based on actual use, such as described in paragraph 10(c), for operation and maintenance charges. In the event the care, operation, and maintenance of the facilities revert to the United States, the City shall make such operation and maintenance payment to the United States instead of the District.

TERM AND TERMINATION OF CONTRACT

11. (a) This contract shall become effective as of the date first above written and will continue in effect for forty (40) years: Provided, that upon expiration of the forty (40)-year term, renewals may be made by the Secretary of the Interior for successive periods not to exceed forty (40) years and under terms and conditions mutually agreeable to the parties hereto; Provided further, that the terms and conditions of each renewal shall be negotiated in light of circumstances prevailing at the time of renewal and agreed upon not later than 1 year prior to the expiration of the then-existing contract.

(b) This contract shall be terminated at the option of the United States at any time upon failure of the City to abide by any notice, order, rule, or regulation of the United States or the State of Oregon, related to release of Project water for the City, now or hereafter established. The United States may also terminate this contract and service hereunder may cease, in whole or in part, if the contract water source becomes unavailable as required by, or due to the application of, federal law, including, but not limited to, the 2014 Act and the Endangered Species Act.

(c) The City shall have the right to terminate this contract for any reason by providing thirty (30) days written notice to the Contracting Officer.

(d) Termination of this contract for any cause shall not relieve the District of any financial obligations incurred by way of this contract prior to termination.

CONSTRAINTS ON THE AVAILABILITY OF WATER

12. (a) In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a condition of shortage in the quantity of water to be made available to the City pursuant to this contract. In the event the Contracting Officer determines that a condition of shortage appears probable, the Contracting Officer will notify the City of said determination as soon as practicable.

(b) If there is a condition of shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer or District; or actions taken by the Contracting Officer or District to meet current and future legal obligations, then no liability shall accrue against the United States or District or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

(c) The United States or District or any of its officers, agents, or employees are not liable for shortage in the quantity of water made available to the City pursuant to this contract due to damage or failure of any dam components, appurtenances, or related facilities.

SPECIAL CONDITIONS

13. The terms and conditions of this contract are subject to periodic review and modification if deemed necessary by the United States to avoid impacts to candidate, listed, or proposed threatened and endangered species, or other valuable natural resources.

DISCLAIMER

14. The United States will not be held responsible for any acts or omissions of the City's agents or of persons to whom water is furnished. Further, it is the responsibility of the City to comply with all applicable laws and regulations of the United States and the State of Oregon regarding any activities involved or associated with the use of water furnished hereunder, and to obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

TITLE TO PROJECT WORKS

15. Title to Project lands and facilities will remain in the name of the United States until such time as the Congress of the United States authorizes title to be transferred and until title is actually transferred through required procedures.

NOTICES

16. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given on behalf of the City, when mailed postage prepaid, to the Regional Director, PN Region, Bureau of Reclamation, 1150 N. Curtis Road Suite 100, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to The City of Prineville, Attention: City Manager, 387 NE 3rd St., Prineville, Oregon 97754. The designation of the persons to be notified or the addresses of such persons may be changed at any time by similar notice.

GENERAL PROVISIONS

17. The General Provisions applicable to this contract are listed below. The full text of these articles is attached as Exhibit A and is hereby made a part of this contract.

- a. CHARGES FOR DELINQUENT PAYMENTS
- b. GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT
- c. CONFIRMATION OF CONTRACT
- d. CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS
- e. OFFICIALS NOT TO BENEFIT
- f. ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED
- g. BOOKS, RECORDS, AND REPORTS
- h. PERIODIC CONTRACT COMPLIANCE REVIEWS
- i. RULES, REGULATIONS AND DETERMINATIONS
- j. PROTECTION OF WATER AND AIR QUALITY
- k. EQUAL EMPLOYMENT OPPORTUNITY
- l. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS
- m. MEDIUM FOR TRANSMITTING PAYMENTS
- n. CONTRACT DRAFTING CONSIDERATIONS

IN WITNESS WHEREOF, the parties hereto have signed their names as of the day and year first above written.

CITY OF PRINEVILLE

By Stephen P. Uffelman
(Name)
Mayor
(Title)

(SEAL)
ATTEST:

Yvonne Magg
(Name)
City Recorder/Risk Manager
(Title)

UNITED STATES OF AMERICA

By _____
Regional Director
Pacific Northwest Region
Bureau of Reclamation
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234

STATE OF OREGON)

County of Crook) : ss

On this 22nd day of October, 2019, personally appeared before me, a Notary Public, known to me to be, respectively, the Mayor and Stephen P. Uffelman of the CITY OF PRINEVILLE, and the persons who executed the within instrument and acknowledged to me that the CITY OF PRINEVILLE executed the same.

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



(SEAL)

[Signature]
Notary Public in and for the
State of Oregon.
Residing at: Prineville, Oregon
My commission expires: 8-28-2020

STATE OF IDAHO)
 : ss
County of Ada)

On this _____ day of _____, 20____, personally appeared before me, _____, known to me to be the official of the United States of America that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that she/he was authorized to execute said instrument.

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

(SEAL)

Notary Public in and for the
State of Idaho
Residing at: _____
My commission expires: _____

GENERAL PROVISIONS

The Contractor, as referred to in the following Standard Contract Articles, shall be the City of Prineville, Oregon.

a. CHARGES FOR DELINQUENT PAYMENTS

(1) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(2) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

(3) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

b. GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

(1) The obligation of the Contractor to pay the United States as provided in this contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contractor.

(2) The payment of charges becoming due pursuant to this contract is a condition precedent to receiving benefits under this contract. The United States shall not make water available to the Contractor through the Crooked River Project facilities during any period in which the Contractor is in arrears in the advance payment due the United States.

c. CONFIRMATION OF CONTRACT

Promptly after the execution of this contract, the Contractor will provide evidence to the Contracting Officer's satisfaction. In addition to other forms of evidence to meet the requirements of this Article, the Contractor may provide, or the Contracting Officer may require a certified copy of a final decree of a court of competent jurisdiction in the State of Oregon, confirming the proceedings on the part of the Contractor for the authorization of the execution of this contract.

d. CONTINGENT UPON 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 shall be contingent upon appropriation or allotment of funds. Absence of

appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

e. OFFICIALS NOT TO BENEFIT

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

f. ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

The provisions of this contract shall 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 by either party shall be valid until approved in writing by the other party.

g. BOOKS, RECORDS, AND REPORTS

The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including the Contractor's satisfaction of mitigation requirements by this contract and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this contract.

h. PERIODIC CONTRACT COMPLIANCE REVIEWS

The Contractor acknowledges Reclamation's authority to conduct periodic contract compliance reviews in accordance with Reclamation Manual Policy, *Water-Related Contracts and Charges – General Principles and Requirements* (PEC P05), and Reclamation Manual Directives and Standards, *Contract Compliance Reviews* (PEC 05-08), as may be revised, amended, modified or superseded.

i. RULES, REGULATIONS AND DETERMINATIONS

(1) The parties agree that the delivery of water or the use of Federal facilities pursuant to this contract is subject to Federal Reclamation Law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal Reclamation Law.

(2) The Contracting Officer shall have the right to make determinations necessary to administer this contract that are consistent with its expressed and implied provisions, the laws of the United States and the State of Oregon, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

j. PROTECTION OF WATER AND AIR QUALITY

The United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

k. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor, in all solicitations or advancements for employees placed by or on behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a

subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), [Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.),] [Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.),] and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(2) These statutes require that no person in the United States shall 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 on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(3) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(4) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

m. MEDIUM FOR TRANSMITTING PAYMENTS

(1) All payments from the Contractor to the United States under this contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(2) Upon execution of the contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

n. CONTRACT DRAFTING CONSIDERATIONS

This contract has been, negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this contract pertains. Articles 1 through 17 of this contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles.