

Draft Contract Date: 08/10/15

SAN JUAN-CHAMA PROJECT  
NEW MEXICO

**DRAFT** REPAYMENT CONTRACT

Between the

UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

and the PUEBLOS of

NAMBÉ, POJOAQUE, TESUQUE, and the PUEBLO de SAN ILDEFONSO

SAN JUAN-CHAMA PROJECT  
NEW MEXICO

**DRAFT REPAYMENT CONTRACT**

Between the

UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

and the PUEBLOS of

NAMBÉ, POJOAQUE, TESUQUE, and the PUEBLO de SAN ILDEFONSO

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(Contract), between the UNITED STATES OF AMERICA (United States), acting through the Secretary of the Interior, Bureau of Reclamation, and pursuant to the Federal Reclamation Laws, including the Act of June 13, 1962 (76 Stat. 96), the Act of April 11, 1956 (70 Stat. 105), the Act of August 4, 1939 (53 Stat. 1187) (1939 Act), and particularly the Aamodt Litigation Settlement Act (Title VI of the Claims Resolution Act of 2010, P.L. 111-291- December 8, 2010), and the Pueblos of Nambé, Pojoaque, Tesuque, and the Pueblo de San Ildefonso, hereby referred to as the parties.

The parties for and in consideration of the mutual and dependent covenants herein contained agree as follows:

1. DEFINITIONS

The following terms, when used herein, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, shall have the meaning specified:

- (a) SECRETARY or CONTRACTING OFFICER - shall mean the Secretary of the United States Department of the Interior or his duly authorized representative who is, as of the date of execution of this Contract on behalf of the United States, the Regional Director, Upper Colorado Region, Bureau of Reclamation.
- (b) CONTRACTOR or PUEBLOS - shall mean the Pueblos of Nambé, Pojoaque, Tesuque and the Pueblo de San Ildefonso, or their duly authorized and approved Assignee.
- (c) COURT- Shall mean the United States District Court for the District of New Mexico.
- (d) FEDERAL RECLAMATION LAWS - shall mean the Act of June 17, 1902 (32 Stat. 388), and all acts amendatory thereof or supplementary thereto.
- (e) PROJECT - shall mean the San Juan-Chama Project, Colorado-New Mexico, authorized by section 8 of the Act of June 13, 1962 (76 Stat. 96 and 97), and the Act of April 11, 1956 (70 Stat. 105).
- (f) RESERVOIR STORAGE COMPLEX - shall mean all features, lands, and rights-of-way of the Project directly associated with the initial collection and storage of Project water and includes all works from enlargement of the outlet of the existing El Vado Dam upstream to and including and connecting the three diversion dams on the Rio Blanco and the Little Navajo and Navajo Rivers.

(g) PROJECT WORKS - shall mean all works or facilities constructed, including diversion works, reservoirs, dams, pipelines, conduits, and outlet works together with land and rights-of-way for such works.

(h) PROJECT WATER - shall mean water available for use through the Project Works.

(i) WATER SUPPLY COSTS - shall mean that portion of Project costs payable to the United States for the water allocated to the Contractor from the Project.

(j) FISCAL YEAR - shall mean the period October 1 through the next following September 30.

(k) SETTLEMENT ACT- shall mean the Aamodt Litigation Settlement Act (Title VI of the Claims Resolution Act of 2010, P.L. 111-291- December 8, 2010).

(l) OPERATING AGREEMENT – The term “Operating Agreement” means the agreement between the Pueblos and the County executed under section 612(a) of the Settlement Act.

## 2. CONDITIONS

(a) This contract will give rise to rights and obligations on the part of the Pueblos and the United States, and will become enforceable upon execution by the Pueblos and the Secretary of the United States Department of the Interior or his/her duly authorized representative.

(b) This contract shall terminate upon the following events:

(1) As provided by Section 613(e)(2)(A) of the Settlement Act, failure of the United States District Court for the District of New Mexico (Court) to enter a final decree for the Aamodt Case by the expiration date described in Section 623(b), or within the time period of any extension of that deadline granted by the Court; or

(2) As provided by Section 613(e)(2)(B) of the Settlement Act, entry of an order by the Court voiding the final decree and Settlement Agreement for the Aamodt Case pursuant to Section 10.3 of the Settlement Agreement; or

### 3. WATER DELIVERY PROVISIONS

(a) The United States agrees to deliver, or make available for delivery, to the Contractor, up to a total of 1,079 acre-feet per year from the San Juan-Chama Project, in accordance with the provisions of this contract. The point of delivery for San Juan-Chama Project water shall be the existing outlet works at Heron Dam.

(b) To the extent that delivery of water is made through federal water resource facilities, the Contractor will reimburse for the operation, maintenance, and replacement (OM&R) costs associated with delivery in accordance with the provisions of Articles 5 and 6 of this contract.

(c) This contract shall be without limitation as to term, except as provided for in Article 2 above.

(d) Separate contracts for additional water, whether for temporary or permanent use, as available, may be negotiated by the Contractor with the Bureau of Reclamation in the future, but they do not constitute any part of the consideration for this contract.

(e) The Contractor shall have no holdover storage rights in Heron Reservoir from year to year. Any water subject to delivery hereunder not called for by the end of each calendar year or extended under then existing waiver provisions shall become integrated with the water supply for all purposes of the reservoir at that time.

(f) Nothing in this section is intended to impose on the United States any obligation to maintain the San Juan-Chama Project facilities beyond their useful lives or to take extraordinary measures to keep these facilities operating.

#### 4. TRANSPORTATION LOSSES

Transportation of water from Heron Dam and Reservoir or other points of delivery agreed to by both parties shall be the sole responsibility of the Contractor, so that no conveyance losses, including channel losses, shall be borne by the United States.

#### 5. CONSTRUCTION CHARGE OBLIGATION AND REPAYMENT

Pursuant to Section 613(e)(1)(C) of the Settlement Act, the Secretary shall waive the entirety of the Contractor's share of the investment costs, including construction costs and interest during construction, incurred by the United States in constructing the

Reservoir Storage Complex. Pursuant to that waiver, the Contractor's share of all investment costs, inclusive of both principal and interest, shall be non-reimbursable.

6. OPERATION, MAINTENANCE, AND REPLACEMENT COSTS

(a) The United States shall be responsible for the OM&R of the Reservoir Storage Complex and related facilities. Except during the period described in Article 8, the Contractor's annual reimbursable OM&R costs shall be 1.1216 percent of the total OM&R costs of the Project (1,079 divided by 96,200). Notice of billings for the next Fiscal Year's reimbursable OM&R costs will be issued to the Contractor on or before May 1 of each calendar year. Each notice shall show an itemization of the estimated reimbursable OM&R costs of the Reservoir Storage Complex, excluding the OM&R cost of El Vado Dam and Reservoir, with the exception of 27 percent of any replacement costs of the outlet works of said El Vado Dam. The Contractor shall advance its share of the OM&R costs for each Fiscal Year as follows:

- (1) One-fourth on or before September 30 of the Fiscal Year preceding the applicable Fiscal Year.
- (2) One-fourth on or before December 31 of the applicable Fiscal Year.
- (3) One-fourth on or before March 10 of the applicable Fiscal Year.
- (4) One-fourth on or before May 10 of the applicable Fiscal year.

(b) In the event the OM&R cost estimate falls short of the actual costs in any period, or whenever it is anticipated by that Contracting Officer that a deficit will occur

during the Fiscal year, supplemental notices requesting additional funds may be issued by the Contracting Officer. Funds not spent during one Fiscal Year will be carried over for use during the next Fiscal year with funds required for that Fiscal Year being reduced accordingly, and an itemized statement of actual costs incurred during the Fiscal Year shall be furnished to the Contractor.

(c) The Contractor is not obligated to pay any portion of the annual OM&R costs allocated to the fish and wildlife benefit. Those OM&R costs attributed to the fish and wildlife benefit are 9.49 percent of the annual OM&R costs of the Reservoir Storage Complex, excluding El Vado Dam and Reservoir, based on the March 2001 Final Cost Allocation.

## 7. WATER RIGHTS - WATER SUPPLY GENERAL

(a) Water Shortages - On account of drought or other causes, there may occur at times during any calendar year a shortage in the quantity of water available from the Reservoir Storage Complex for use by the Contractor pursuant to this Contract. In no event shall any liability accrue against the United States or any of its officers or employees for any damage, direct or indirect, arising out of any such shortage.

(b) Contractual Right - The Contractor and its agents and assigns shall have the exclusive and undivided right to allocate, use, and dispose of that share of the Project Water supply available and allocated to them under this Contract, except as provided for in Article 8. Water may be used or disposed of for any purpose desired by the Contractor



subject to the approval of the Contracting Officer, and in compliance with applicable state and federal law. Such use or disposal may be by diverting and applying such water directly from the Rio Grande stream system, by diverting and applying underground water and utilizing Project Water to offset the adverse effects of such underground water withdrawals heretofore or hereafter made from the Rio Grande stream system, or otherwise as the Contractor may desire.

(c) Annual Water Carryover Prohibited - Rights to release of Project Water allocated to the Contractor by this Contract shall be allowed on a calendar year basis, and no credits covering any unreleased water shall be allowed to carry over to any subsequent calendar year, except under waiver provisions.

(d) Return Flow - The parties hereto neither abandon nor relinquish any of the seepage or return flow water attributable to the use of the Project Water supply.

(e) Other Uses - The Project is authorized for furnishing water for irrigation and municipal and industrial uses, for providing recreation and fish and wildlife benefits, and for other beneficial purposes. The supply to be available for the Contractor and the costs payable by the Contractor for a municipal water supply reflect apportionment by the Secretary among these purposes and regulation of releases.

(f) Use and Allotment of Project Water - The Project is designed to furnish an estimated firm yield from storage for Project use of approximately 96,200 acre-feet of water annually. Of this yield, 1,079 acre-feet shall be available annually to the Contractor for use under this Contract. The Contracting Officer has the authority and

responsibility for water measurement as set forth in the Accounting of Water report, San Juan-Chama Project, dated February 1963. During periods of scarcity when the actual available water supply may be less than the estimated firm yield, the Contractor shall share in the available water supply in the ratio that the above allocation bears to the firm yield. In utilizing the available water supply to the extent permitted by law from the water rights available to the Project, the Contractor shall take its allocation at Heron Dam at the point designated by the Contracting Officer. The responsibility of the United States shall cease at this point of delivery. During periods of abundance when the actual water supply may be more than the estimated firm yield, the Contractor shall have the right to share in the actual available water supply in the ratio that the allocation above bears to the estimated firm yield, all as determined by the Contracting Officer. However, any such water taken above the allocation provided herein shall be pursuant to a separate contract covering the lease of said surplus water.

#### 8. TEMPORARY WATER USE BY RECLAMATION

(a) During the first 10 (ten) years of this Contract, beginning on the date of execution, Reclamation shall have full use of the Pueblos' Project Water supply, and will be responsible for all the OM&R costs allocated to the Pueblos' Project Water supply during that time.

(b) Once the initial 10 years has expired, and the Contract has been assigned to the Regional Water Authority as provided under Article 10, then the Pueblos or their

assignee are responsible for all of the OM&R costs allocated to their Project Water from that date forward without reversion back to Reclamation. The Contractor may continue to lease any unneeded portion of the Pueblos' Project Water to Reclamation if Reclamation has identified a need through an annual request. If Reclamation leases any unneeded Pueblos' Project Water, Reclamation will be responsible for its proportionate share of OM&R costs associated with leasing of such water, in accordance with third party lease provisions.

(c) In the unlikely event that the Regional Water Authority has not been established as a legal entity within the expiration of the first 10-year period that Reclamation retains OM&R responsibility, the parties to this Contract may extend that period for an agreed upon length of time until the assignment of this Contract can be executed and approved.

#### 9. THIRD PARTY WATER LEASES

(a) The Contractor may lease the right to beneficially use water contracted for herein to third parties only with the Secretary's prior written permission and then only at cost. If, in any given calendar year, the Contractor decides to lease the right to beneficially use all or a part of the water contracted for herein, Reclamation shall have the first option to purchase or lease that water. If Reclamation leases the contract right to use the water, it will pay no more than the Contractor's costs for OM&R per acre-foot for

that year plus an administrative fee acceptable to Reclamation, associated with the amount of water leased.

(b) Third-party contracts for the lease of Project Water by the Contractor for all authorized purposes shall be limited to one (1) calendar year. If such contract provides either party an opportunity for renewal during the term of the contract, that renewal is subject to the prior written permission of the Contracting Officer.

(c) Written permission by the Contracting Officer shall not be unreasonably withheld, and both Parties agree that time is of the essence when such permission is requested by the Contractor.

#### 10. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

All rights, obligations and 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 United States and the Pueblos of Nambé, Pojoaque, Tesuque and the Pueblo de San Ildefonso. It is anticipated that this contract will be assigned to the RWA as required in Section 9.5 of the Settlement Agreement. No further assignment shall be made without approval from the United States and the Pueblos of Nambé, Pojoaque, Tesuque and the Pueblo de San Ildefonso.

#### 11. TITLE TO PROJECT WORKS

Title to all Project Works and facilities shall remain in the United States until otherwise provided by the Congress.

12. COMPLIANCE WITH ACTS OF CONGRESS

OF APRIL 11, 1956; JUNE 13, 1962; AND MARCH 26, 1964

Construction, care, OM&R of the Project and Project Works, including the allocation, diversion, and distribution of water as authorized by the Federal Reclamation Laws, by the Act of Congress of April 11, 1956 (70 Stat. 105); the Act of Congress of June 13, 1962 (76 Stat. 96); and the Act of Congress of March 26, 1964 (78 Stat. 171), shall be subject to and in conformance with the applicable conditions, limitations, and provisions of these acts and the statutes, compacts, and treaties referenced in said 1956, 1962 and 1964 acts.

13. CHARGES FOR DELINQUENT PAYMENTS

(a) The Contractor shall pay penalty charges on delinquent installments or payments. When payment is not received by the due date, the Pueblo shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billings and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6.0 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with the delinquent payment.

(b) The interest charge rate shall be the greater of 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 prescribed by section 6 of the Reclamation Project Act of 1939, 53 Stat. 1191. The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

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

14. GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

(a) 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.

(b) 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 San Juan-Chama Project facilities during any period in which the Contractor is in arrears in the advance payment of any operation and maintenance charges due the United States or in arrears for more than 12 months in the payment of any construction charges due the United States. The Contractor shall not deliver water under the terms and conditions of this Contract for lands or parties that are in arrears in the advance payment of operation and maintenance charges or in arrears more than 12 months in the payment of construction charges as levied or established by the Contractor.

#### 15. EMERGENCY RESERVE FUND

(a) Commencing on assignment of this Contract, the Contractor shall accumulate and maintain a reserve fund or demonstrate to the satisfaction of the Contracting Officer that other funds are available for use as an emergency reserve fund. The Contractor shall establish and maintain that emergency reserve fund to meet costs incurred during periods of special stress caused by damaging droughts, storms, earthquakes, floods, or other emergencies threatening or causing interruption of water service.

(b) The Contractor shall accumulate the reserve fund with annual deposits or investments of not less than \$\_\_\_\_\_ to a Federally insured, interest- or dividend-bearing account or in securities guaranteed by the Federal Government: *Provided, That* money in the reserve fund, including accrued interest, shall be available within a reasonable time to meet expenses for such purposes as those identified in paragraph (d) herein. Such annual deposits and the accumulation of interest to the reserve fund shall continue until the basic amount of \$\_\_\_\_\_ is accumulated. Following an emergency expenditure from the fund, the annual deposits shall continue from the year following the emergency expenditure until the previous balance is restored. After the initial amount is accumulated or after the previous balance is restored, the annual deposits may be discontinued, and the interest earnings shall continue to accumulate and be retained as part of the reserve fund.

(c) Upon mutual agreement between the Contractor and the Contracting Officer, the basic reserve fund or the accumulated reserve fund may be adjusted to account for risk and uncertainty stemming from the size and complexity of the project; the size of the annual operation and maintenance budget; additions to, deletions from, or changes in

project works; and operation and maintenance costs not contemplated when this Contract was executed.

(d) The Contractor may make expenditures from the reserve fund only for meeting usual operation and maintenance costs incurred during periods of special stress, as described in paragraph (a) herein; or for meeting unforeseen extraordinary operation and maintenance costs; or for meeting unusual or extraordinary repair or replacement costs; or for meeting betterment costs (in situations where recurrence of severe problems can be eliminated) during periods of special stress. Proposed expenditures from the fund shall be submitted to the Contracting Officer in writing for review and written approval prior to disbursement. Whenever the reserve fund is reduced below the current balance by expenditures there from, the Contractor shall restore that balance by the accumulation of annual deposits as specified in paragraph (b) herein.

(e) During any period in which any of the project works are operated and maintained by the United States, the Contractor agrees the reserve fund shall be available for like use by the United States.

(f) On or before December 31 of each year, the Contractor shall provide a current statement of the principal and accumulated interest of the reserve fund account to the Contracting Officer.

(g) The emergency reserve fund may be held as a subset of a larger reserve fund established by the Contractor to meet costs resulting from extraordinary circumstances. At no time shall such larger reserve fund be reduced to an amount less than the amount required by this Contract for emergency reserve funds. The terms of this article apply only to the emergency reserve funds required by this Contract.

## 16. NOTICES

Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Regional Director, Upper Colorado Region, Bureau of Reclamation, 125 South State Street, Room 6107, Salt Lake City, Utah 84138-1102, and on behalf of the United States, when mailed, postage prepaid, or delivered to

---

---

\_\_\_\_\_ . The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

## 17. CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

The expenditure or advance of any money or the performance of any obligation by 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.

#### 18. OFFICIALS NOT TO BENEFIT

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

#### 19. CHANGES IN CONTRACTOR'S ORGANIZATION

While this contract is in effect, no change may be made in the Contractor's organization, by dissolution, consolidation, merger or otherwise, except upon the Contracting Officer's written consent, unless all obligations of the Contractor under this contract have been satisfied, or provision has been made for the satisfaction of all such obligations.

#### 20. 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 financial transactions; water supply data and water-use data; 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.

#### 21. RULES, REGULATIONS, AND DETERMINATIONS

(a) 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.



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

## 22. PROTECTION OF WATER AND AIR QUALITY

(a) Project facilities used to make available and deliver water to the Contractor shall 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 Contracting Officer: *Provided, That* 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.

(b) After conclusion of temporary use by Reclamation, as provided under Article 8(a), the Contractor shall comply with all applicable water and air pollution laws and regulations of the United States and the State of New Mexico; and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and shall be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or project water provided by the Contractor within the Contractor's Project Water Service Area.

(c) This article shall not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

## 23. WATER CONSERVATION

Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this Contract, the Contractor shall develop an effective water conservation program which shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives.

## 24. EQUAL EMPLOYMENT OPPORTUNITY

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

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Conservancy, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(e) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its 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.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the 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 said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) 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 said amended Executive Order, 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.

## 25. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(a) The Contractor shall 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.*), Title II of the Americans with Disabilities Act of 1990, 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 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.

(c) 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.

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

## 26. MEDIUM FOR TRANSMITTING PAYMENTS

(a) 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.

(b) 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 the Contractor's relationship with the United States.

## 27. CONTRACT DRAFTING CONSIDERATIONS

Articles 1 through 9 of this Contract have been drafted, negotiated, and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains, and no one party shall be considered to have drafted the stated articles.

## 28. CONSTRAINTS ON AVAILABILITY OF WATER

(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 Contractor pursuant to this Contract. In the event the Contracting Officer determines that a condition of shortage appears probable, the Contracting Officer will notify the Contractor of said determination as soon as practicable.

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

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

THE UNITED STATES OF AMERICA

By \_\_\_\_\_  
Regional Director, Upper Colorado Region  
Bureau of Reclamation

APPROVED:

\_\_\_\_\_  
Regional Solicitor

PUEBLO OF NAMBÉ

By: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_

PUEBLO OF POJOAQUE

By: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_

PUEBLO de SAN ILDEFONSO

By: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_

PUEBLO OF TESUQUE

By: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_