

TABLE OF CONTENTS  
MUNICIPAL  
WATER SERVICE CONTRACT

CITY OF OTHELLO

<u>Articles</u>		<u>Page</u>
Article 1	PREAMBLE	1
Articles 2 thru 7	EXPLANATORY RECITALS	1-2
Article 8	REPLACEMENT OF PRIOR CONTRACT	2
Article 9	TERM OF CONTRACT	2-3
Article 10	AVAILABILITY OF WATER	3
Article 11	PAYMENTS FOR WATER	4
Article 12	CONTRACT ADMINISTRATION FEES	5
Article 13	MEASUREMENT AND RESPONSIBILITY FOR DISTRIBUTION	5-8
Article 14	TERMINATION OF CONTRACT	8-9
Article 15	CONSTRAINTS ON THE AVAILABILITY OF WATER (WATER SHORTAGES)	9
Article 16	CONSERVATION AND ENVIRONMENTAL RESOURCES REVIEW	9
Article 17	NOTICES	10
Article 18	STANDARD ARTICLES	10
	SIGNATURES	11
	NOTARY PAGE	12
	EXHIBIT A	
	EXHIBIT B	

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

COLUMBIA BASIN PROJECT, WASHINGTON

MUNICIPAL WATER SERVICE CONTRACT  
BETWEEN THE UNITED STATES  
AND  
CITY OF OTHELLO

THIS CONTRACT, made this 8<sup>th</sup> day of June, 2012

pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, and particularly Section 9(c)(2) of the Reclamation Project Act of 1939 (53 Stat. 1187), collectively known as the Federal Reclamation laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this contract, hereinafter referred to as the Contracting Officer, and CITY OF OTHELLO, hereinafter referred to as the Contractor;

WITNESSETH THAT;

EXPLANATORY RECITALS

2. WHEREAS, the United States, acting through the Bureau of Reclamation, constructed the Columbia Basin Project, Washington, hereinafter called the Project, and has water rights thereon, including those for municipal, industrial, and miscellaneous purposes; and

3. WHEREAS, the East Columbia Basin Irrigation District, hereinafter referred to as the District, has entered into a repayment contract with the United States (Contract No. 14-06-100-6419 dated December 18, 1968), relating to the construction of the Project and the assumption of care, operation, and maintenance of certain Project works by the District, which includes the EL68 Lateral; and

4. WHEREAS, the Contractor desires to enter into a contract with the United States for use of water from the EL68 Lateral for municipal lawn and landscape watering; and

5. WHEREAS, the United States has determined that it is in the best interest of the Project that water be made available for the proposed municipal use on an interruptible basis for the period covered by this contract; and

6. WHEREAS, use of the water by the Contractor, in the manner and upon the terms and conditions hereinafter provided, is in the public interest and will not impair at this time the efficiency of the Project for irrigation and other authorized purposes or the rights of the District; and

7. WHEREAS, the United States entered into Contract No. 5-07-16-W2976 dated May 8, 1995 with a 5 year term, Amendment No. 1 dated March 3, 1997, and Amendment No. 2 dated August 22, 2007 with the Contractor. The Contractor wishes to continue the use of water and desires to execute a replacement contract to extend the terms and conditions; and

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

REPLACEMENT OF PRIOR CONTRACT

8. Contract No. 5-07-16-W2976 dated May 8, 1995, Amendment No. 1 dated March 3, 1997, and Amendment No. 2 dated August 22, 2007 are being replaced by this contract and are no longer in any force and effect.

TERM OF CONTRACT

9. (a.) This contract shall become effective as of the date first above written and will have a term of not to exceed 10 years; Provided; that this contract will automatically renew for a term of not to exceed 10 years at the end of 10, 20, and 30 years from the date first above

written unless sooner terminated in accordance with Article 12, Provided however; that this contract does not qualify as a long-term contract under the Act of June 21, 1963 (77 Stat. 68) and in no event shall this contract be in effect beyond 40 years through automatic renewals.

(b.) It is understood and agreed that the furnishing of water herein provided shall not be considered as binding the Contracting Officer to furnish water to said Contractor after the end of said contract period, neither shall this contract under any circumstances become the basis of a right. The Contractor, for itself, its successors and assigns, and all persons claiming under or through it or them, hereby expressly consent that at the expiration hereof, the use of water provided herein shall terminate and revert to the United States as fully as if this contract had never been made, and no water had ever been furnished hereunder.

#### AVAILABILITY OF WATER

10. Subject to the conditions, exceptions, and reservations set forth herein and the availability of water in quantities sufficient to fulfill the requirements of this contract without impairing the efficiency of the Project for irrigation or other authorized purposes, the United States hereby authorizes the Contractor to use up to 200 acre-feet of water delivered from the EL68 Lateral at two locations (Lions Park and Kiwanis Park) during the irrigation season, as hereinafter provided, for municipal lawn and landscape watering of city parks and other properties within the City limits. The points of diversion and contract area of the Parks are shown in the Exhibit B Map of this contract. Any request to the District by the Contractor for the furnishing of water from the aforementioned facility shall be made in writing and received at least 30 days in advance of the date of the delivery by the District.

PAYMENTS FOR WATER

11. (a.) (1) The Contractor shall pay the United States the sum of \$9,600.00, on or before the date of this contract, and a like payment annually thereafter on or before March 1 of each succeeding year during the term hereof, which shall entitle the Contractor to receive up to 200 acre-feet of water. No part of the payment will be refunded regardless of the actual quantity of water used. No part of the payment will be refunded regardless of the actual quantity of water used.

(2) Contracted water quantities may be reduced at the Contracting Officer's discretion based on the Contractor's peak water use for any given 5-year period.

(3) The Contractor shall pay the District in advance of delivery of water hereunder a per acre-foot operation and maintenance charge to be determined by the District.

(b.) The annual payment set forth in Article 11(a.)(1) of this contract is based on an initial rate of \$48.00 per acre-foot. From time to time, but not less often than once every 5 years, the rate per acre-foot and the annual payment due the United States under Article 9(a.)(1) of this contract shall be reviewed by the Contracting Officer and revised if necessary by the United States. Such review shall be in accordance with Federal Reclamation laws and the then current municipal, industrial and miscellaneous purposes rate policy applicable to the Project.

(c.) Payment to the United States and the District in advance of any delivery of water is a condition precedent to delivery thereof.

CONTRACT ADMINISTRATION FEES

12. All future contract actions, if any, including new contracts, contract amendments, or supplements, the Contractor shall be subject to administrative fees assessed by the United States.

MEASUREMENT AND RESPONSIBILITY FOR DISTRIBUTION

13. (a.) Water made available hereunder shall be diverted and measured by the Contractor at a location approved by the Contracting Officer and District. The Contractor shall, at its own cost and expense, furnish and install any pumps, pipelines, or other facilities necessary to divert and convey the water made available hereunder, and shall, at its expense, provide the necessary power.

The Contractor shall obtain from the District, upon approval by the United States, a permit for any installation, facilities and equipment on Project rights-of-way, based on plans approved in advance by the District and the United States and subject to the District's and the United States inspection and approval, and shall pay the United States and the District its reasonable charge for engineering and inspection work in connection therewith. Permits will not be issued for facilities which will provide for water diversions at excessive rates. Title to the headgate and other permanent water diversion facilities constructed within the EL68 Lateral right-of-way shall vest in the United States as part of the transferred works of the District.

The Contractor agrees, at its expense, to furnish, install, and maintain a meter or such other measuring device or procedure as may be approved by the Contracting Officer and the District. The Contractor shall prepare and furnish certified monthly water use reports and related

data as may be required by the Contracting Officer and the District. The Contracting Officer and the District, or their authorized representatives, shall at all times have access to the measuring equipment or procedures for inspection purposes. Any deficiencies found therein by the Contracting Officer or the District shall be corrected promptly by and at the expense of the Contractor. If for any reason the device or procedure fails, in the opinion of the Contracting Officer or the District, to operate satisfactorily, the Contracting Officer and the District shall, from the best information available, estimate the quantity of water diverted hereunder, which estimate shall be accepted by the Contractor as the quantity of water for which payment shall be made.

If the facilities constructed and installed by the Contractor interfere with subsequent construction, reconstruction, modification, and operation and maintenance of Project facilities, any additional cost caused by such interference shall be borne by the Contractor. The Contractor hereby agrees that in any settlement in connection with acquisition or utilization of rights-of-way needed for later construction, reconstruction, modification, and operation and maintenance of Project facilities across land covered by this contract, no enhancement in land value will be allowed as a result of this contract, including the value of improvements made thereon.

(b.) The United States and the District shall not be responsible for the carriage, handling, distribution, use, disposal, or control of water taken by the Contractor hereunder, including any waste, contamination, or pollution resulting from the Contractor's use of such water, and the Contractor shall hold the United States and the District harmless on account of damage or claim of damage of any nature whatsoever, including property damage, personal injury, or death arising out of or connected with the carriage, handling, distribution, use,

disposal, or control of water taken by the Contractor hereunder, including any waste, contamination, or pollution resulting from the Contractor's use of such water. The Contractor also releases the United States and the District, their officers and employees from all damage which may result from the construction, reconstruction, modification, and operation and maintenance of the Project in connection with the Contractor's activities under this contract, including damage to improvements which may occur as the result of seepage, flood, or erosion from irrigation works constructed by the United States or the District.

(c.) The Contractor agrees to use all practicable methods to ensure the economical and beneficial use of water. Water made available hereunder shall not be permitted to collect or run upon land not owned by the Contractor without proper authorization from the appropriate federal and state agencies. The Contractor shall take appropriate action to avoid conditions hazardous to public health and safety, and to protect adjacent land from undesirable side effects.

(d.) Water provided hereunder may not be available to the Contractor during peak periods of use for irrigation of Project lands. The District will make the determination of availability of water with respect to the physical restraints of the delivery system, and will control delivery.

(e.) The United States does not abandon or relinquish any waste, seepage or return flow water resulting from activities hereunder, and all such water is reserved to the United States as set forth in its repayment contract with the District.

(f.) Diversion and use of water hereunder shall be without expense to or obligation of the United States or the District, regardless of fluctuation, for whatever reason.

(g.) The Contractor's use of water hereunder is interruptible and subordinate to



the use of Project water for the irrigation of Project lands.

TERMINATION OF CONTRACT

14. (a.) This contract shall be terminated at the option of the United States at any time (1) if the Contractor is delinquent in payments required under this contract for a period of 90 days, or (2) upon failure of the Contractor to comply with other provisions herein or to abide by any lawful notice, order, rule, or regulation of the State of Washington or the United States, now or hereafter established affecting water service hereunder.

(b.) Water 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 Endangered Species Act.

(c.) The Contractor shall have the right to terminate this contract in the event it has no further need of the water service provided herein. Notice of the intent by the Contractor to terminate this contract shall be in writing to the Contracting Officer and the District prior to November 1, of the year preceding the year in which the termination is to occur.

(d.) The Contracting Officer may terminate this contract unilaterally at the end of 10, 20, or 30 years provided the Contracting Officer has given at least 2 years advance notice in writing to the other party.

(e.) Termination of this contract for any cause shall not relieve the Contractor of any obligation incurred by way of this contract prior to termination.

(f.) Upon termination of this contract for any cause, the Contractor shall, within 30 days, remove its facilities from Project right-of-way except facilities to which title has vested in the United States, and restore the premises to a safe and sightly condition satisfactory

to the Contracting Officer. In event of the Contractor's failure to effect such removal, the Contracting Officer may remove the facilities and complete the restoration at the expense of the Contractor.

CONSTRAINTS ON THE AVAILABILITY OF WATER (WATER SHORTAGES)

15. (a) In its operation of the Project, the Contracting Officer and District 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 or District determines that a condition of shortage appears probable, the Contracting Officer or District 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 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 their officers, agents, or employees for any damage, direct or indirect, arising therefrom.

CONSERVATION AND ENVIRONMENTAL RESOURCES REVIEW

16. In the interest of conservation and protection of environmental resources, from time to time, but not less often than once every 5 years, this contract shall be reviewed by the Contracting Officer. The terms and conditions of this contract may be modified, if deemed necessary by the Contracting Officer, to avoid or minimize impacts to candidate, listed or proposed threatened and endangered species, or other valuable natural resources. Any modification by the Contracting Officer shall be announced by written notice to the Contractor.

NOTICES

17. 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 Ephrata Field Office Manager, Columbia Basin Project, P.O. Box 815, 32 C Street N.W., Ephrata, Washington 98823, and on behalf of the United States, when mailed, postage prepaid, or delivered to City Administrator, City of Othello Washington, 500 East Main, Othello, WA 99344. 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.


STANDARD PROVISIONS

18. The Standard 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. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS
- d. OFFICIALS NOT TO BENEFIT
- e. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- f. BOOKS, RECORDS AND REPORTS
- g. RULES, REGULATIONS, AND DETERMINATIONS
- h. PROTECTION OF WATER AND AIR QUALITY
- i. EQUAL EMPLOYMENT OPPORTUNITY
- j. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS
- k. MEDIUM FOR TRANSMITTING PAYMENTS
- l. CONTRACT DRAFTING CONSIDERATIONS

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

CITY OF OTHELLO WASHINGTON

By:   
Mayor Pro Tem  
500 East Main  
Othello, WA 99344

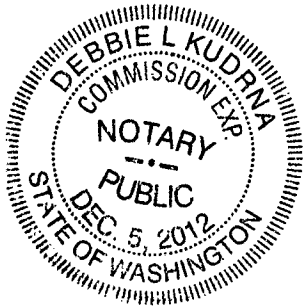
UNITED STATES OF AMERICA

By:   
Stephanie Utter  
Ephrata Field Office Manager  
U.S. Department of Interior  
Bureau of Reclamation  
P.O. Box 815 Ephrata,  
WA 98823

STATE OF )  
 ) ss  
County of )

On this day personally appeared before me, the undersigned Notary, Kenneth Johnson to me known to be the CONTRACTOR described in and who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the Contractor, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal on this 29<sup>th</sup> day of May 2012

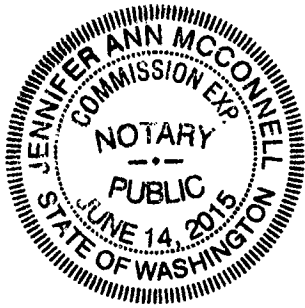


Debbie Kudrna  
Notary Public  
State of Washington  
Residing at: Othello  
My Commission expires: 12/05/2012

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF GRANT )

On this day personally appeared before me, the undersigned Notary, Stephanellter me known 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 the United States, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal on this 8<sup>th</sup> day of June 2012



Notary Public  
State of Washington  
Residing at: Ephrata  
My Commission expires: 6/14/15

**STANDARD PROVISIONS – COLUMBIA BASIN PROJECT**

The Contractor, as referred to in the following Standard Provisions, shall be the City of Othello;

CHARGES FOR DELINQUENT PAYMENTS

(a) (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.

GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

(b) (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 obligations 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 Project facilities during any period in which the Contractor is in arrears in the advance payment of water rates due the United States.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

(c) 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.

#### OFFICIALS NOT TO BENEFIT

(d) 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 landowners.

#### ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

(e) 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.

#### BOOKS, RECORDS, AND REPORTS

(f) 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; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; land-ownership, land-leasing, 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.

#### RULES, REGULATIONS, AND DETERMINATIONS

(g) (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 provisions, the laws of the United States and the State of Washington, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

#### PROTECTION OF WATER AND AIR QUALITY

(h) (1) 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.

(2) The Contractor shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Washington; 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.

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

### EQUAL EMPLOYMENT OPPORTUNITY

(i) 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, disability, 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, disability, 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 will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

(3) 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 labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 (EO 11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of EO 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by EO 11246, 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 Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



(6) 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 EO 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) 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 EO, 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 that the United States enter into such litigation to protect the interests of the United States.

#### COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(j) (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 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 prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being 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.

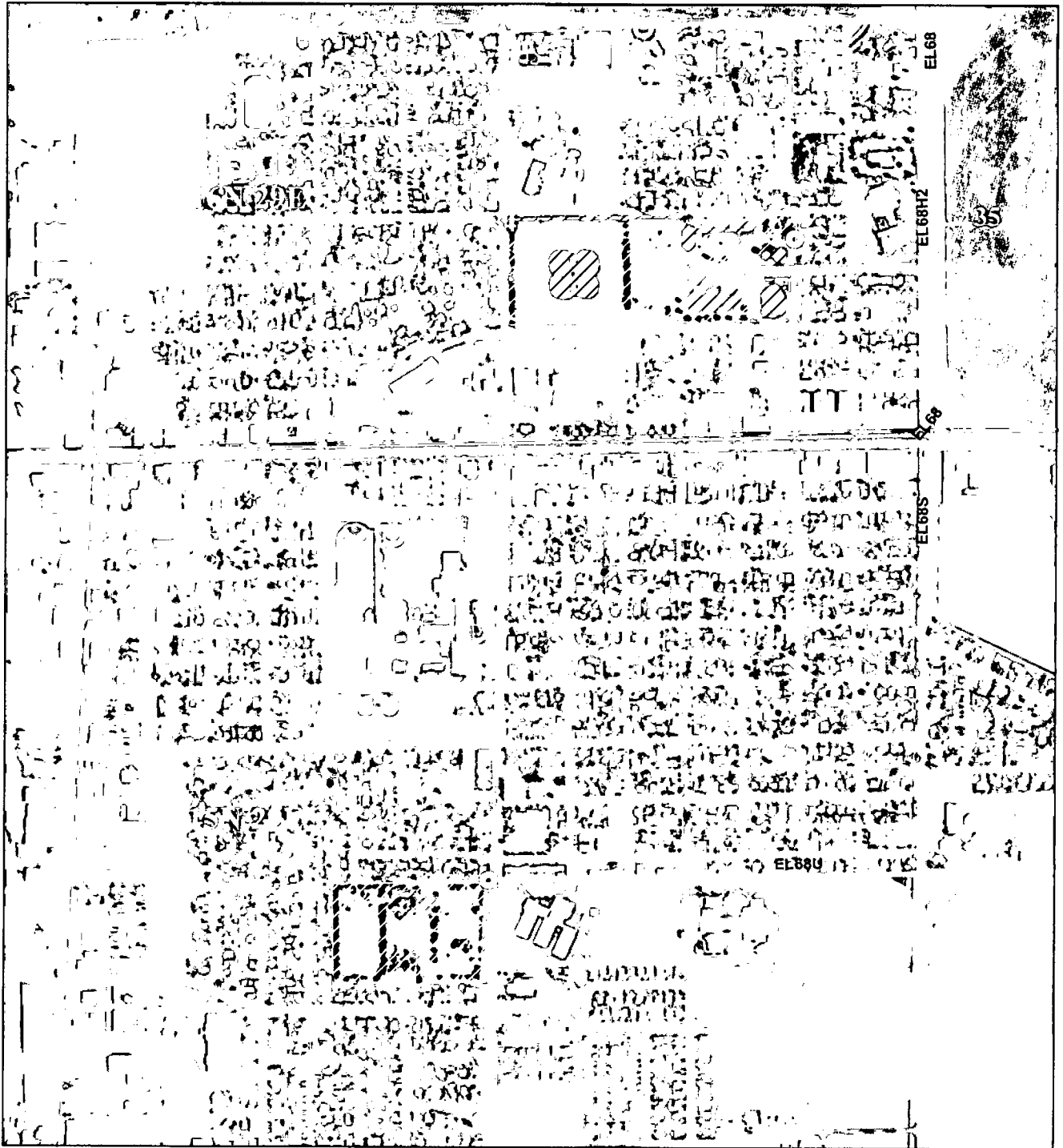
### MEDIUM FOR TRANSMITTING PAYMENTS

(k) (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.

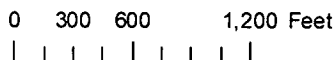
### CONTRACT DRAFTING CONSIDERATIONS

(l) 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.



City of Othello  
M&I Contract No. 12XX160034  
Exhibit B Map

This document is not a legal description of property, and is for general reference only. Neither the authors nor Reclamation warrant or represent that the data is in every respect complete and accurate, and are not held responsible for errors or omissions.



Contract Area



Point of Diversion