

CONTRACT
by and among the
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
the
CITY OF NORMAN, OKLAHOMA
and the
NORMAN UTILITIES AUTHORITY
FOR A CITY OF NORMAN
TEMPORARY WATER SUPPLY

AGREEMENT TO SUPPLY TEMPORARY WATER

1. This is a Contract between the Central Oklahoma Master Conservancy District (“District”) and the City of Norman and Norman Utilities Authority (“Norman”) for a City of Norman Temporary Water Supply.
2. The District agrees to deliver a supply of Temporary Water to Norman in consideration of the City’s and Utility Authority’s execution of and compliance with the terms of this Contract. The obligation of the District to supply Temporary Water to Norman shall arise during such time that Temporary Water is available under the terms of this Contract.

THE SUPPLY AND AVAILABILITY OF TEMPORARY WATER

3. The District has entered into a contract (No. 169E640075) with the United States, acting by and through the Secretary of the Interior, Bureau of Reclamation, to acquire the contractual right to receive delivery of Temporary Water. The contract between the District and the United States is attached to this Contract as **Exhibit 1**. Norman is a Participating Municipality as defined in that contract. The terms of that contract applicable to a Participating Municipality are incorporated in this Contract.

4. Temporary Water is defined in that contract as a supply of water made possible when infrequent and otherwise unmanageable flood flows of short duration create a temporary supply of water not storable for Norman Project water supply purposes. Temporary water is available only when the reservoir water surface elevation for Lake Thunderbird is above elevation 1039.0, the top of the conservation storage pool. This definition is hereby also adopted as the definition of Temporary Water in this Contract.

5. To obtain the right to use the Temporary Water, the District is required to comply with each and every provision of contract No. 169E640075 between the District and the United States. Therefore, Temporary Water shall only be available whenever the District is reasonably able to comply with the terms of that contract. The obligation of the District to supply Temporary Water shall be in accordance with and limited by the terms of that contract.

6. To obtain the right to use the Temporary Water, the District must apply for and be granted a permit by the Oklahoma Water Resources Board for the right to take and use such water pursuant to statutes beginning at Title 82 Okla. Stat. §1-105.1 and the regulations of the Board applicable to the right to use surface water in Oklahoma. Therefore, Temporary Water shall only be considered to be available once the District has been granted such a permit and during such time the permit is in force and in accordance with its lawful provisions and requirements. The District will apply for a permit for Municipal and Industrial use of Temporary Water as soon as reasonably possible after the execution and effective date of this Contract and will use all reasonable efforts to obtain the permit in a timely manner. Norman will do all things reasonably necessary as requested by the District to facilitate the District's acquisition of and compliance with the permit. The District will notify and provide Norman with a copy of the permit promptly upon its receipt.

DELIVERY OF TEMPORARY WATER

7. Norman is not required to take any Temporary Water unless and until Norman requests the District to supply it with Temporary Water. Therefore, Temporary Water shall only be considered to be available whenever Norman requests the District to deliver Temporary Water to Norman in accordance with the terms of this Contract, and when Temporary Water is otherwise available under the terms of this Contract and contract No. 169E640075.

8. Norman shall request delivery of Temporary Water from the District by notifying the District in writing of its request delivered to the address provided for the receipt of Notices by the District recited below. The request shall be effective when actually received by the District.

9. When Norman requests the District to supply Norman with Temporary Water in accordance with the provisions of this Contract, the District will deliver the water requested by Norman to the extent such Temporary Water is available as soon as reasonably possible. The delivery point shall be as provided in the 1961 Contract for a City of Norman Water Supply and its subsequent amendments and renewals.

PAYMENT FOR TEMPORARY WATER

10. The District is required to pay the United States for the Temporary Water by no later than March 1 of the year following the supply of Temporary Water under contract No. 169E640075. Therefore, by January 15 of the year following the District's supply of Temporary Water to Norman, the District will invoice Norman for payment for such water at the price stated in this Amendment to Contract.

11. Norman will pay the District pursuant to the invoice within 30 days of receipt of the invoice.

12. The price for Temporary Water to be paid to the District by Norman shall be based upon the same rates and charges as for those specified in contract No. 169E640075 for payment by the District to the United States for delivery of Temporary Water. The price shall also include reimbursement to the District by Norman for any fees and costs incurred by the District in arranging for and delivering the supply of water under this temporary water supply contract. Norman shall also pay to the District any administrative fees, interest assessments, and penalties that the District shall owe to the United States to the extent such fees, assessments, or penalties arise from any breach of this Amendment to Contract by Norman.

NOTICES

13. Notices to the District and the City of Norman and the Norman Utilities Authority shall be effective when actually received by the noticed party.

Notices to the District shall be sent to the following or future successors in the same positions:

Randy Worden, General Manager

12500 Alameda Drive

Norman, Oklahoma 73026 or by e-mail to: rworden@comcd.net

Notices to the City of Norman shall be sent to:

or by e-mail to: _____

Notices to the Norman Utilities Authority shall be sent to:

or by e-mail to: _____

AGREED this _____ day of September, 2016.

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

President

CITY OF NORMAN

Mayor

NORMAN UTILITIES AUTHORITY

Chairman of the Board

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Norman Project, Oklahoma**

**CONTRACT FOR DELIVERY of TEMPORARY WATER
BETWEEN THE UNITED STATES AND
THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT**

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**CONTRACT FOR DELIVERY OF TEMPORARY WATER
BETWEEN THE UNITED STATES
and
THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT**

THIS CONTRACT, made this _____ day of _____, 20____, pursuant to the Act of June 17, 1902 (32 Stat 388), and acts amendatory thereof or supplementary thereto, particularly but not limited to the Act of June 27, 1960, Public Law 86-529, (74 Stat. 225), and Section 9(c) of the Act of August 4, 1939 (53 Stat. 1187), is between the United States of America, hereinafter called the "United States", acting through the Secretary of the Interior (Secretary) and the CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT, a master conservancy district duly created and existing under the laws of the State of Oklahoma, hereinafter referred to as the "District." The United States and the District are sometimes referred to individually as the "Party" and collectively as the "Parties."

WITNESSETH THAT:

EXPLANATORY RECITALS

- a. WHEREAS, the Act of June 27, 1960, Public Law 85-529, 74 Stat. 225, authorized the Secretary of the Interior to construct, operate, maintain, and replace (OM&R) the Norman Project in Oklahoma, hereinafter referred to as the "Project," for the purposes of storing, regulating, and furnishing water for municipal, domestic, and industrial uses, flood control and incidental uses to the foregoing including conservation and development of fish and wildlife and enhancing recreational opportunities; and
- b. WHEREAS, pursuant to the Act of June 27, 1960, the United States and the District executed Contract No. 14-06-500-590 on September 5, 1961, as amended, covering the terms and conditions of construction, OM&R, and the repayment of the reimbursable costs of the Project allocated to municipal and industrial (M&I) use; and
- c. WHEREAS, the United States has determined that during any given year, there may be periods of time during which infrequent and otherwise unmanaged flood flows of short duration may create a temporary supply of water which could be made available to the District for delivery to Participating Municipalities; and
- d. WHEREAS, the District will obtain a Temporary Water permit from the Oklahoma Water Resources Board for the use of temporary, unmanaged flood water for the water supply purposes by the District;

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties hereto agree as follows:

GENERAL DEFINITIONS

1. The definition of terms used in this Contract apply only to this Contract and are not definitions for any other contract or agreement. Where used in this Contract, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term:

- a. Contract – shall mean this Contract Numbered 169E640075.
- b. Contracting Officer – shall mean the Secretary or his/her duly authorized representative. Unless stated otherwise, the Contracting Officer shall be deemed to be the Secretary's authorized representative.
- c. District – shall mean the Central Oklahoma Master Conservancy District, duly created and existing under the laws of the State of Oklahoma, which is responsible for the daily OM&R of the Project pursuant to the existing Contract No. 14-06-500-590, September 5, 1961, as amended.
- d. Irrigation – shall mean the use of water to irrigate land primarily for the production of commercial agricultural crops or livestock, and other uses that are incidental thereto.
- e. Municipal and Industrial (M&I) – shall mean the use of water for municipal, domestic, industrial, and other miscellaneous purposes that does not fall under the definition of Irrigation above and refers to that portion of the Project water supply available for and allocated to the Participating Municipalities.
- f. Operation, Maintenance, and Replacement (OM&R) – shall mean those expenses incurred in connection with the water control, OM&R of the Project Works, including appropriate changes for associated indirect costs and administration as determined by the Contracting Officer, and shall include such additional costs as hereinafter provided. Such expenses shall include those required to remedy conditions brought about by ordinary use of the Project Works or to restore or replace components of the existing Project water facilities and shall not include expenses to increase or enlarge such works beyond the purposes of which they were originally authorized and constructed.
- g. Participating Municipality – shall mean and refer to any city which is a member of the District and is contracting for Project water, its representatives, trustees, or other proper entities.
- h. Project – shall mean the Norman Project, Oklahoma, which was authorized by the Act of June 27, 1960, Public Law 86-529, 74 Stat. 225, as amended by Public Law 94-415.
- i. Project Works – shall mean all Project facilities which are necessary to deliver the Temporary Water under the terms of this Contract.

j. Project Water Supply or Project Water – shall mean and include all surface or ground water, including seepage and return flows, that is developed, pumped, or diverted into the Project based on the water rights that have or will be acquired by the District including but not limited to the Temporary Water, as defined herein.

k. Point of Delivery – shall mean the Lake Thunderbird Reservoir Pumping Plant.

l. Temporary Water – shall mean a supply of water made possible when infrequent and otherwise unmanageable flood flows of short duration create a temporary supply of water not storable for Project water supply purposes. Temporary water is available only when the reservoir water surface elevation for Lake Thunderbird is above elevation 1039.0, the top of the conservation storage pool.

TERM OF CONTRACT

2. This Contract shall become effective on the date first above written and shall remain in effect for 5 years from the effective date unless otherwise terminated under the provisions hereof.

WATER TO BE MADE AVAILABLE, POINT OF DELIVERY, MEASUREMENT, AND RESPONSIBILITY FOR DELIVERY OF WATER

3. a. Subject to the terms and conditions hereinafter stated, the District may deliver up to 10,000 acre-feet of Temporary Water per year if and when it is available. Temporary Water deliveries shall be terminated when the reservoir water surface elevation is at or below elevation 1039.0 feet. This Contract does not provide the District with any rights, express or implied, to store water in the flood pool or surcharge pool of Lake Thunderbird. Deliveries of Temporary Water shall be made and measured at the Point of Delivery as defined in Subarticle 1.

b. The District shall maintain records showing the actual quantity of Temporary Water delivered each year. The District shall submit the actual Temporary Water deliveries to the United States for the previous month on the monthly water supply report.

c. All Temporary Water delivered pursuant to this Contract shall be measured and recorded with equipment furnished, installed, and OM&R'd by the District at the Point of Delivery established pursuant to Subarticle (a) of this Article. The United States may investigate the accuracy of such measurements and direct the District to take any necessary steps to adjust any errors appearing therein. The United States shall not be responsible for the OM&R of facilities and equipment owned and operated by the District for use in conveyance of Temporary Water under this Contract.

d. Right to control all flood control and surcharge waters at the Project shall remain with the United States to the Point of Delivery. Upon passing through the District's meter installed at the Point of Delivery, the right to control such Temporary Water shall pass to the District. The United States shall not be responsible for the control, carriage, handling, use,

disposal, or distribution of Temporary Water made available to the District pursuant to this Contract beyond the Point of Delivery. The District, to the extent allowed by law, shall indemnify the United States, its officers, employees, agents and assigns on account of damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such Temporary Water beyond such delivery points.

e. This Contract shall not entitle the District to any right, title, or interest in the Project other than explicitly provided for herein.

TEMPORARY WATER PAYMENT AND OM&R OBLIGATION

4. a. The District shall be charged annually for each acre-foot of Temporary Water conveyed to the Point of Delivery as shown in Exhibit A attached and made a part of this Contract; initially this charge shall be in the amount of \$21.70 per acre-foot for the Temporary Water conveyed in 2016. The District will pay by March 1 of each year or 30 days after the bill is issued by the Contracting Officer for the Temporary Water conveyed the previous year, if any. This charge shall be increased annually at 1.02% which is an index factor based on the consumer price indexes historical average price change for the five year period of 2011-2015.

b. The Temporary Water payment pursuant to Subarticle 4a. and b. herein, shall be credited to the Project within the Reclamation Fund. If the reimbursable Project costs are fully repaid the monies received from the Temporary Water payment will be treated as statutory credits to the Project.

c. The OM&R of the Project Works, and responsibility for funding the costs of such OM&R, has already been transferred to the District under existing Contract No. 14-06-500-590 (existing contract) between the United States and the District. This existing contract establishes that the District is responsible for 100% of the OM&R costs.

d. All OM&R of the Project Works required for delivery of Temporary Water, and responsibility for funding the costs of such OM&R, shall be the responsibility of the District.

TERMINATION OF THE CONTRACT

5. a. Upon failure of the District to perform any of the obligations under this Contract, the Contracting Officer may give notice to the District in writing of the nature of the default and require the District to correct the failure or noncompliance within a period specified in such notice, but not more than 60 days. Upon the District's failure to do so, the Contracting Officer may elect to terminate this Contract or may withhold the delivery of water at his/her sole election. Such termination shall not be construed as preventing the Contracting Officer from asserting any other remedies available to him/her resulting from the District's actions.

b. The District shall have the right to terminate this Contract in the event there is no further need of the water service provided herein. Notice of intent by the District to

terminate this Contract shall be provided in writing to the Contracting Officer at least 60 days prior to the termination date proposed. Provided, that termination under this provision shall become effective no sooner than on the succeeding anniversary date of this Contract following such written notice.

c. Termination of this Contract for any cause shall not relieve the District of any obligations incurred by way of this Contract prior to the effective date of termination.

SEVERABILITY

6. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

RIGHT TO RECEIVE PROJECT WATER

7. The District's right to receive Project Water under the provisions of the existing contract shall continue.

RECEIPT AND DISTRIBUTION OF WATER – SALE OF WATER

8. No sale, transfer or exchange of Temporary Water made available under this Contract, other than to a Participating Municipality, may take place without prior written approval of the United States.

STANDARD CONTRACT ARTICLES

CHARGES FOR DELINQUENT PAYMENTS

9. a. The District shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the District 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 District 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 District 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 District shall also pay any fees incurred for debt collection services associated with a delinquent payment.

b. 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.

c. 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

10. a. The obligation of the District to pay the United States as provided in this Contract is a general obligation of the District notwithstanding the manner in which the obligation may be distributed among the District's water users and notwithstanding the default of individual water users in their obligations to the District.

b. The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the District through Norman Dam facilities during any period in which the District is in arrears for more than 12 months in the payment of any construction charges due the United States. The District shall not deliver water under the terms and conditions of this Contract to any Participating Municipality that is in arrears in the advance payment of water rates, or OM&R charges, or that is in arrears more than 12 months in the payment of construction charges as levied or established by the District.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

11. 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 District 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

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

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

13. 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.

CHANGES IN DISTRICT'S ORGANIZATION

14. While this Contract is in effect, no change may be made in the District's organization which may affect the respective rights, obligations, privileges, and duties of either the United States or the District under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

BOOKS, RECORDS, AND REPORTS

15. The District shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the District's financial transaction; water supply data; project OM&R logs; use agreements; 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 the 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

16. 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 its provisions, the laws of the United States and the State of Oklahoma, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the District.

PROTECTION OF WATER AND AIR QUALITY

17. a. Project facilities used to make available and deliver water to the District 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 District and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the District.

b. The District shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Oklahoma; and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the District; 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 District facilities or Project Water provided by the District within the District's Project Water service area.

c. This Article shall not affect or alter any legal obligations of the United States to provide drainage or other discharge services.

EQUAL EMPLOYMENT OPPORTUNITY

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

a. The District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The District 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, 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 District 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 District will, in all solicitations or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

c. The District 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 District'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.

d. The District will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The District 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 the District's 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.

f. In the event of the District'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 District 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.

g. The District 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 EO 11246, so that such provisions will be binding upon each subcontractor or vendor. The District 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 District becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the District may request that the United States enter into such litigation to protect the interest of the United States.

NOTICES

19. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the District, when mailed, postage prepaid, or delivered to the:

Area Manager, Oklahoma Texas Area Office
Bureau of Reclamation
5316 Highway 290 West
Suite 110
Austin, Texas 78735

and on behalf of the United States, when mailed, postage prepaid, or delivered to the

Central Oklahoma Master Conservancy District
12500 Alameda Drive
Norman, OK 73026

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.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

20. a. The District 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. § 12131, 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.

b. 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 District agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

c. The District 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 District 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 District 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 District shall be investigated by the Contracting Officer's Office of Civil Rights.

MEDIUM FOR TRANSMITTING PAYMENTS

21. a. All payments from the District 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 District shall furnish the Contracting Officer with the District's taxpayer's identification number (TIN). The purpose for requiring the District's TIN is for collecting and reporting any delinquent amounts arising out of the District's relationship with the United States.

CONTRACT DRAFTING CONSIDERATIONS

22. 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 8 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.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in multiple, each of which shall constitute one and the same Contract, all as of the day and year first above written.

CENTRAL OKLAHOMA MASTER
CONSERVANCY DISTRICT

ATTEST:

By:

Secretary

President

UNITED STATES OF AMERICA

By:

Regional Director
Great Plains Region
Bureau of Reclamation

Exhibit A

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Norman Project, Oklahoma**

**CONTRACT FOR DELIVERY OF TEMPORARY WATER
BETWEEN THE UNITED STATES
and
THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT**

Year Number	Year	Due Date	Index Factor	Rate \$/acre-foot
1	2016	3/1/2017		\$21.70
2	2017	3/1/2018	1.02%	\$21.92
3	2018	3/1/2019	1.02%	\$22.14
4	2019	3/1/2020	1.02%	\$22.37
5	2020	3/1/2021	1.02%	\$22.60