



# United States Department of the Interior



BUREAU OF RECLAMATION  
Pacific Northwest Region  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234

IN REPLY REFER TO:

PN-3324  
WTR-4.00

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WATER RESOURCES DEPT  
SALEM, OREGON

Mr. Craig Clark  
Queener Irrigation Improvement District  
40350 Queener Drive  
Scio, OR 97374

Subject: Temporary Water Service Contract No. 069E101558, 2006 Irrigation Season, Willamette Basin Project, Oregon

Dear Mr. Clark:

Enclosed for Queener Irrigation Improvement District records is an original of the fully executed subject contract, which provides for the irrigation use of up to 780 acre-feet of stored water from the Willamette Basin Project for the 2006 irrigation season. Please note that if less water is used during the irrigation season, information on the amount delivered must be received in writing by this office no later than December 1, 2006, in order to receive a partial refund as set forth in Article 10 of the contract.

Thank you for executing the subject contract. Should you have any questions, please contact Mr. Bill Parks at the above address or by telephone at 208-378-5344.

Sincerely,

**ACTING FOR**

Ryan M. Patterson  
Program Manager  
Repayment and Acreage Limitation

Enclosure

cc: Water Rights Division  
Oregon Water Resources Department  
725 Summer Street NE., Suite A  
Salem, OR 97301-1271

U.S. Army Corps of Engineers  
Attention: CENWP-EC-HR  
P.O. Box 2946  
Portland, OR 97208-2946

Mr. Michael Mattick  
District 2 Watermaster  
Central Lane Justice Court  
220 N. Fifth  
Springfield, OR 97477  
(w/copy of contract to each)

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

TEMPORARY CONTRACT FOR WATER SERVICE

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	EXHIBIT A	

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Contract No. 069E101558 WATER RESOURCES DEPT  
SALEM, OREGON

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

TEMPORARY CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 24<sup>th</sup> day of July, 2006, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and the QUEENER IRRIGATION IMPROVEMENT DISTRICT, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

EXPLANATORY RECITALS

2. WHEREAS, The United States has constructed and operates a system of multipurpose reservoirs in the Willamette Basin, Oregon, herein styled the Willamette Basin Project, from which there is a flow of stored water that can be used for irrigation of land and other beneficial uses, which flow, as it has been developed or as it will be augmented, was appropriated by the United States pursuant to the laws of Oregon for beneficial use under the Federal Reclamation Laws; and

3. WHEREAS, the members of the Contractor own land hereinafter described, for which a water supply is desired to be secured from the United States; and

4. WHEREAS, the Contractor and the United States have heretofore entered into water service Contract No. 14-06-100-2819, dated February 1, 1974 (hereinafter referred to as the 1974 Contract), which contract provided the Contractor with an irrigation water supply from the Willamette Basin Project; and

5. WHEREAS, the United States received on October 7, 2002, the written request from the Contractor to renew the 1974 Contract so that the Contractor might continue to receive irrigation water service beyond the February 1, 2003, expiration of the 1974 Contract; and

6. WHEREAS, the United States initiated the process for review and approval of the Contractor's request for renewal but was not in a position to offer such a renewal contract prior to expiration of the 1974 Contract; and

7. WHEREAS, in consideration of the expiration of the 1974 Contract prior to renewal, the United States is agreeable to providing irrigation water service under this temporary contract to the Contractor during the 2006 irrigation season while it completes the necessary review and approval of a long-term contract;

NOW, THEREFORE, in consideration of the premises and payments by the Contractor to the United States in the manner hereinafter provided, it is agreed:

TERM OF CONTRACT

8. This contract shall become effective as of the date first above written and shall continue through December 31, 2006, unless sooner terminated in accordance with Article 14, or by agreement of the parties hereto.

LANDS FOR WHICH WATER IS FURNISHED: LIMITATIONS ON DELIVERIES

9. The United States shall make available to the Contractor during the irrigation season from April 1 to September 30, inclusive, stored water from the Willamette Basin Project for

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irrigation of land in the service area of the Contractor. Of the lands of the various landowners served by the Contractor, not more than 780 acres are to be irrigated. The amount of stored water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, up to a maximum diversion of 780 acre-feet of stored water, measured at the point of delivery of said water.

PAYMENTS FOR WATER

10. (a) A payment of \$6,240 for the 2006 irrigation season shall be made to the United States at the time of executing this contract. This payment will entitle the Contractor to receive up to a maximum of 780 acre-feet of stored water for irrigation of the lands described in Article 9 of this contract.

(b) The payment set forth in (a) above is based on a rate of \$8 per acre-foot of stored water. In the event some portion of the 780 acre-feet is not required by the Contractor, the Contracting Officer will consider refunding a portion of the water service payment based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water delivered each month to the Contractor during the 2006 irrigation season and on other factors in addition to the amount of stored water actually delivered, as deemed appropriate by the Contracting Officer; Provided, that in order for a refund to be made, information on the amounts of water and stored water delivered each month must be received in writing by the Contracting Officer by **December 1, 2006**; Provided, further, that regardless of the amount of water delivered to the Contractor under this contract, a minimum charge shall apply equal to the greater of the product of \$2 multiplied by the number of acres described in Article 9 of this contract or \$50.

(c) All payments from the Contractor to the United States under this contract shall be made by the medium requested by the United States. The required medium of payment may include checks, wire transfers, or other types of payment specified by the United States. Except when otherwise specified by the United States, all payments shall be made by check.

(d) 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.

(e) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 17 of this contract.

#### CONTRACT ADMINISTRATION FEES

11. (a) Prior to execution of this contract, a \$100 fee for the preparation of this contract is due and payable by the Contractor to the United States.

(b) All future contract actions, contract amendments, supplements, and assignments will be subject to a charge in an amount sufficient to cover costs to the United States.

#### FURNISHING OF WATER

12. (a) Upon payment of the monies specified in subarticles 10(a) and 11(a) above, the United States will furnish water to the Contractor from the Willamette Basin Project pursuant to this contract. No water shall be furnished if the Contractor is delinquent in payment of the required payments.

(b) Water for the purposes hereof shall be made available and measured at the following point(s) of diversion:

300 feet south and 25.5 feet west of the northeast corner of Section 21, T. 9 S., R. 1 W., W.M.

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The Contractor shall receive said water at the point of diversion and shall be wholly responsible for securing said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder shall be measured by means of measuring or controlling devices satisfactory to the Contracting Officer. Such devices shall be furnished, installed, and maintained by and at the expense of the Contractor, but they shall be and remain at all times available for reading and monitoring by the United States or an appropriate State-appointed watermaster whose representative may at all times have access to them over any lands of the Contractor. All losses of water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Contractor.

(c) If requested, the Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the time of water deliveries. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him to adjust releases to meet the new schedules. Upon the appointment of a State watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform its diversions and releases to the control of the stream as established by the watermaster.

#### SPECIAL CONDITIONS

13. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 9. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and provide written verification of such agreements to the Contracting Officer. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Willamette Basin Project determined in accordance with the law governing the project.

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(b) In the interest of conservation and protection of environmental resources, this contract may be reviewed by the Contracting Officer at any time. The terms and conditions of this contract, including the amount of stored water provided hereunder, 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.

#### TERMINATION OF CONTRACT

14. This contract may be terminated and water service hereunder shall cease at the option of the United States at any time upon failure of the Contractor to abide by any notice, order, rule, or regulation of the United States or the State of Oregon now or hereafter established affecting water service hereunder.

#### UNITED STATES NOT LIABLE FOR WATER SHORTAGES -- ADJUSTMENTS

15. On account of drought, uncontrollable forces, or other causes including but not limited to Special Conditions outlined in Article 13 herein, there may occur a shortage in the total quantity of water available for furnishing to the Contractor by the United States pursuant to this contract. In no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage direct or indirect arising from such shortages.

#### DISCLAIMER

16. No provision of this contract nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this contract as the basis of a permanent water right. Water service, such as that provided hereunder, may only be provided in a subsequent irrigation season, or seasons, upon execution of a suitable contract for that purpose. Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Willamette

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Basin Project, the United States does not guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. Further, the United States will not be held responsible for any acts or omissions of the Contractor's agents or of persons to whom water is furnished.

#### 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 Program Manager, Repayment and Acreage Limitation, Pacific Northwest Region, Bureau of Reclamation, 1150 N. Curtis Road, Suite 100, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Queener Irrigation Improvement District, % Mr. Craig Clark, 40350 Queener Drive, Scio, Oregon 97374. 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.

#### GENERAL PROVISIONS

18. The general provisions applicable to this contract are listed below. The full text of these general provisions is attached as Exhibit A and is hereby made a part of this contract.

- a. CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS
- b. OFFICIALS NOT TO BENEFIT
- c. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- d. BOOKS, RECORDS, AND REPORTS
- e. COMPLIANCE WITH FEDERAL RECLAMATION LAWS
- f. PROTECTION OF WATER AND AIR QUALITY
- g. EQUAL EMPLOYMENT OPPORTUNITY
- h. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS
- i. PRIVACY ACT COMPLIANCE
- j. CONTRACT DRAFTING CONSIDERATIONS

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

QUEENER IRRIGATION IMPROVEMENT DISTRICT

By: Ed Beitel President  
Signature and Title

Attest: By: Connie Olson water master  
Signature and Title

UNITED STATES OF AMERICA

By: James D. Ruchetto  
Acting for Regional Director  
PN Region  
Bureau of Reclamation  
1150 N. Curtis Road, Suite 100  
Boise, ID 83706-1234

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STATE OF Oregon )  
 : ss  
County of Marion )

On this 30 day of June, 2006, before me, a notary public, personally appeared Craig Clark and Ed Butal known to me to be the official(s) of the QUEENER IRRIGATION IMPROVEMENT DISTRICT, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said QUEENER IRRIGATION IMPROVEMENT DISTRICT, for the uses and purposes therein mentioned, and on oath stated that he/she/they (*circle one*) is/are authorized to execute said instrument on its behalf.

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



(SEAL)

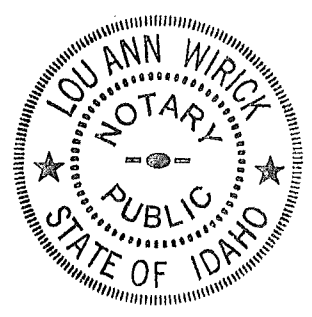
Tracy Stoutenburg  
Notary Public in and for the  
State of Oregon  
Residing at: Weyburn  
My commission expires: April 5, 2009

\*\*\*\*\*  
Contract No. 069E101558

STATE OF IDAHO )  
 : ss  
County of Ada )

On this 24<sup>th</sup> day of July, 2006, personally appeared before me Paul R. Pachetta, to 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 said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



(SEAL)

Lou Ann Wirick  
Notary Public in and for the  
State of IDAHO  
Residing at: Ada County  
My commission expires: Oct 22, 2008

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GENERAL PROVISIONS --- WILLAMETTE BASIN PROJECT

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

(a). 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

(b). 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

(c). 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

(d). 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 water supply data; the water users' land-use (crop census), 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.

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

(e). The parties agree that the delivery of irrigation water or use of Federal facilities pursuant to this contract is subject to Federal reclamation law, including but not limited to the Reclamation Reform Act of 1982 (43 U.S.C. 390aa *et seq.*), as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

PROTECTION OF WATER AND AIR QUALITY

(f). (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 Oregon 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.

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## EQUAL EMPLOYMENT OPPORTUNITY

(g). 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, 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 Executive Order No. 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 Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting 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 Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 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 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(h). (1) 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 if the entity is a State or local government entity [Title III if the entity is a non-government entity], 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.

(2) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this.

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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.

#### PRIVACY ACT COMPLIANCE

(i). (1) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (Privacy Act) and the Department of the Interior rules and regulations under the Privacy Act (43 CFR 2.45 et seq.) in maintaining landholder certification and reporting records required to be submitted to the Contractor for compliance with Sections 206, 224(c), and 228 of the Reclamation Reform Act of 1982 (96 Stat. 1261), and pursuant to 43 CFR 426.18.

(2) With respect to the application and administration of the criminal penalty provisions of the Privacy Act (5 U.S.C. 552a(i)), the Contractor and the Contractor's employees who are responsible for maintaining the certification and reporting records referenced in (a) above and are considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).

(3) The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Interior/WBR-31, Acreage Limitation) which govern the maintenance, safeguarding, and disclosure of information contained in the landholders' certification and reporting records.

(4) The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager responsible for making decisions on denials pursuant to 43 CFR 2.61 and 2.64 and amendment requests pursuant to 43 CFR 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

(5) The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 CFR 2.64 and each request for amendment of records filed under 43 CFR 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 CFR 426.18 unless the requester elects to cite the Privacy Act as authority for the request.

#### CONTRACT DRAFTING CONSIDERATIONS

(j). Articles 1 through 18 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.

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