

**RECLAMATION WHEELING CONTRACT  
BETWEEN  
THE UNITED STATES  
AND THE TOWN OF QUEEN CREEK  
TO TRANSPORT NON-PROJECT WATER  
  
CENTRAL ARIZONA PROJECT**

1. **PREAMBLE:** THIS RECLAMATION WHEELING CONTRACT TO TRANSPORT NON-PROJECT WATER (Reclamation Wheeling Contract) No. 20-XX-30-W0691, made this \_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including but not limited to the Boulder Canyon Project Act of December 21, 1928 (45 Stat. 1057), as amended, the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), and particularly the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885), as amended, and the Arizona Water Settlements Act (118 Stat. 3478) (“AWSA”), all collectively hereinafter referred to as the "Federal Reclamation Laws," among the UNITED STATES OF AMERICA, acting through the Secretary of the Interior, hereinafter referred to as the "United States" or “Contracting Officer” and the TOWN OF QUEEN CREEK, an Arizona municipal corporation, with its principal place of business in Queen Creek, Arizona, hereinafter referred to as "Queen Creek";

**WITNESSETH THAT:**

2. **EXPLANATORY RECITALS**

2.1 WHEREAS, Article 8.17 of the Contract Between the United States and the Central Arizona Water Conservation District for Delivery of Water and Repayment of Costs of the

Central Arizona Project, Contract No. 14-06-W-245, Amendment No. 1, dated December 1, 1988, as it may be amended and supplemented (“Master Repayment Contract”) authorizes Reclamation to deliver Non-Project Water under Reclamation Wheeling Contracts and Federal Arrangements using the Central Arizona Project (CAP) System;

2.2 WHEREAS, Section 103 of the AWSA provides that, “In accordance with the CAP Master Repayment Contract, the CAP may be used to transport non-project water for: (1) domestic, municipal, fish and wildlife, and industrial purposes; and (2) any purpose authorized under the Colorado River Basin Project Act;”

2.3 WHEREAS, the United States and CAWCD have entered into an agreement entitled, “Central Arizona Project System Use Agreement between the United States and the Central Arizona Water Conservation District” (“CAP System Use Agreement”), Agreement No. 17-XX-30-W0622, dated February 2, 2017, which clarifies the administration of Reclamation Wheeling Contracts and Federal Arrangements;

2.4 WHEREAS, Queen Creek is entering into a Colorado River Water Delivery Contract with the United States, Contract No. 20-XX-30-W0689, which will entitle it to the annual delivery at the Mark Wilmer Pumping Plant of up to 2,033.01 acre-feet of Arizona fourth-priority Colorado River water;

2.5 WHEREAS, Queen Creek desires to annually wheel the up to 2,033.01 acre-feet of Arizona fourth-priority Colorado River water, which is Non-Project Water, through the CAP System from the Colorado River at the Point(s) of Receipt to the Point(s) of Delivery;

2.6 WHEREAS, the United States is willing to enter a Reclamation Wheeling Contract with Queen Creek to wheel Queen Creek's Non-Project Water until this Reclamation Wheeling Contract is terminated in accordance with Article 4 herein;

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, the United States and Queen Creek agree as follows:

3. **DEFINITIONS:** Definitions included in the CAP System Use Agreement are applicable to this Reclamation Wheeling Contract. The first letters of terms so defined are capitalized herein. In addition, the following terms, when capitalized, have the meanings indicated:

3.1 Capital Equivalency Charge means an amount equal to the M&I water service capital charge, as published in CAWCD's annual rate schedule for a particular Year, multiplied by 1,931.26 acre-feet, the maximum number of acre-feet per year of Wheeled Water that is not Firming Water, that may be delivered through the CAP System under this Reclamation Wheeling Contract, regardless of the amount to be transported in any given Year.

3.2 Colorado River Water Delivery Contract means Contract No. 20-XX-30-W0689, dated \_\_\_\_\_, 2023, between the United States and Queen Creek providing for the annual diversion and consumptive use of Queen Creek's Arizona fourth-priority Colorado River water entitlement for delivery at the Mark Wilmer Pumping Plant at Lake Havasu.

3.3 Place(s) of Use means the service area and Point(s) of Delivery depicted on the map in Exhibit A, attached hereto.

3.4 Point(s) of Delivery means the location(s) designated as turnouts in Exhibit A, attached hereto, where Wheeled Water is diverted from the CAP System for delivery to or on behalf of Queen Creek.

3.5 Point(s) of Receipt means the location designated in Exhibit B, attached hereto, where Wheeled Water will enter the CAP System.

3.6 Wheeled Water means the Non-Project Water, of the type or source available to Queen Creek under the Colorado River Water Delivery Contract, to be transported through the CAP System pursuant to this Reclamation Wheeling Contract.

**4. TERM OF AGREEMENT:**

4.1 This Reclamation Wheeling Contract shall become effective on the date first written above and shall remain in effect until the termination of Queen Creek's Colorado River Water Delivery Contract unless otherwise terminated in accordance with the provisions of this Reclamation Wheeling Contract.

4.2 Queen Creek acknowledges that this Reclamation Wheeling Contract is being made available as an interim measure until a CAWCD Wheeling Contract, as defined in the CAP System Use Agreement, including in paragraphs 3.11 and 6 of the CAP System Use Agreement, is prepared and ready to be entered into by Queen Creek and CAWCD. This Reclamation Wheeling Contract shall terminate upon execution of the CAWCD Wheeling Contract. Reclamation maintains discretion to terminate this Reclamation Wheeling Contract upon written notice to Queen Creek, if Queen Creek fails to enter into a wheeling contract with CAWCD pursuant to the CAP System Use Agreement.

**5. ENVIRONMENTAL CLEARANCE:** Notwithstanding any other provision of this Reclamation Wheeling Contract, Wheeled Water shall not be delivered to Queen Creek unless and until Queen Creek has obtained final environmental clearance from the United States for the transportation of Wheeled Water through the CAP System, and for the system or systems through

which Wheeled Water is to be conveyed to the Point(s) of Receipt, and for the system or systems through which Wheeled Water is to be conveyed from the Point(s) of Delivery to the Place of Use. Such system(s) shall include all pipelines, canals, distribution systems, treatment, storage, and other facilities through or in which Wheeled Water is conveyed. Wheeled Water shall only be transported for Queen Creek in a manner consistent with the final environmental clearances granted by the United States. Queen Creek must obtain the United States' approval and environmental clearance for any additional Point(s) of Delivery and Place(s) of Use for Wheeled Water, at the expense of Queen Creek. At the time of execution of this Reclamation Wheeling Contract, the approved Point of Receipt is shown in Exhibit B and those approved Point(s) of Delivery are shown in Exhibit A.

**6. PROCEDURE FOR SCHEDULING WATER:**

6.1 On or before October 1 of each Year, Queen Creek shall submit in writing to CAWCD, with copies provided to Reclamation and ADWR, a Water Delivery Schedule indicating the amounts of Wheeled Water Queen Creek desires to be delivered at the Point(s) of Delivery during each month of the following Year, taking into account applicable losses.

6.2 Each year, after receipt of Queen Creek's Water Delivery-Schedule, CAWCD shall review it together with all other Water Delivery Schedules, and shall make only such adjustments to Queen Creek's Water Delivery Schedule as are necessary to accommodate the CAP System Operational Capability and scheduling priorities identified in Subsection 10.2.1 and Section 11 of the CAP System Use Agreement, respectively.

6.3 On or before December 15 of each Year, CAWCD shall provide Queen Creek with a copy of the final Water Delivery Schedule for the following Year, which shall show the amount of Wheeled Water to be delivered to the Point(s) of Delivery during each month of that Year.

6.4 The monthly Water Delivery Schedule may be amended upon Queen Creek's written request to CAWCD. Proposed amendments shall be submitted by Queen Creek to CAWCD no later than fifteen (15) days before the desired change is to become effective. CAWCD may modify proposed amendments to Queen Creek's monthly Water Delivery Schedule as necessary to conform to previously approved Water Delivery Schedules and CAP System Operational Capability. CAWCD shall notify Queen Creek of its action on Queen Creek's requested schedule modification within ten (10) days of CAWCD's receipt of such request.

6.5 In any one month during the Year, Queen Creek shall not be entitled to the delivery of greater than eleven percent (11%) of the maximum volume in acre-feet per year of Wheeled Water to be delivered through the CAP System under this Reclamation Wheeling Contract, after applicable losses, as shown in Article 3.1 herein. If requested by Queen Creek, CAWCD may, at its sole discretion, deliver more than eleven percent (11%) of the Wheeled Water in a month only after satisfying all Water Delivery Schedules with the same CAP System scheduling priority as set forth in Section 11 of the CAP System Use Agreement.

6.6 Queen Creek shall indemnify and hold CAWCD, its officers, agents and employees, and the United States, its officers, agents and employees, harmless from all damages and any claims of damage of any nature whatsoever arising out of or connected with the actions of CAWCD regarding water transportation schedules furnished by or to Queen Creek.

7. **POINT(S) OF DELIVERY, POINT(S) OF RECEIPT, MEASUREMENT, AND RESPONSIBILITY:**

7.1 The United States will coordinate with the CAWCD to schedule transportation of Wheeled Water from the Point(s) of Receipt to the Point(s) of Delivery for delivery to or for the benefit of Queen Creek. As long as CAWCD is able to deliver Wheeled Water as scheduled by Queen Creek, CAWCD may schedule delivery of Queen Creek's Arizona fourth-priority Colorado River water entitlement at the Mark Wilmer Pumping Plant at Lake Havasu in its discretion, in the same manner as its Colorado River water order for Project Water, and consistent with Federal Reclamation Laws and contracts.

7.2 Queen Creek shall secure from CAWCD all necessary land use permits, as provided under Article 7.2.8 of the Operating Agreement, for facilities to be located within the CAP System right-of-way for the purpose of conveying Wheeled Water to the CAP System Point(s) of Receipt and from the Point(s) of Delivery to the Place of Use. Unless CAWCD and Queen Creek agree in writing to the contrary, Queen Creek shall construct and install, at its sole cost and expense all facilities required to transport Wheeled Water from the Point(s) of Delivery to the Place of Use. Queen Creek shall furnish to CAWCD drawings and specifications showing all such facilities to be constructed or installed within the CAP System right-of-way and shall obtain CAWCD's written approval before commencing construction or installation of such facilities. All facilities constructed, installed, operated or maintained on the CAP System right-of-way by or for Queen Creek shall be subject to such further agreements and to such restrictions and regulations as to type, location, method of installation, operation, and maintenance as may be prescribed by CAWCD.

7.3 Upon termination of this Reclamation Wheeling Contract and written notice from CAWCD, and except as may be provided in a future CAWCD Wheeling Contract, Queen Creek shall promptly remove, at its sole cost and expense, all facilities constructed or installed on the CAP System right-of-way under this Reclamation Wheeling Contract and restore said right-of-way and all Project facilities affected to their condition immediately prior to the construction or installation of such connection facilities. If Queen Creek fails to remove said facilities and restore said right-of-way and Project facilities within thirty (30) days after receiving any written notice from CAWCD to do so, CAWCD may remove said facilities and restore said right-of-way and Project facilities at Queen Creek's cost and expense. Within thirty (30) days after receiving written demand from CAWCD to do so, Queen Creek shall pay CAWCD, as specified in such written demand, for all costs and expenses incurred by CAWCD in removing said facilities and restoring said right-of-way and Project facilities.

7.4 When making or considering modifications to the CAP System, CAWCD shall comply with the terms of Article 12 of the Operating Agreement. If modification of the CAP System is required to allow for the interconnection between the CAP System and Queen Creek's facilities constructed on the CAP System right-of-way, including construction of one or more additional CAP turnouts, CAWCD shall make such interconnection modifications at the sole expense of Queen Creek which shall advance fund CAWCD's costs.

7.5 All Wheeled Water shall be measured with equipment that complies with CAWCD and United States standards and shall be operated and maintained by CAWCD. Upon request of Queen Creek, the accuracy of such measurements shall be investigated by CAWCD and Queen Creek, and any errors which are mutually determined to have occurred shall be adjusted; Provided,



however, if CAWCD and Queen Creek cannot agree on the required adjustment, CAWCD's determination shall be conclusive, subject to review and revision by the Secretary.

7.6 If Queen Creek intends to transport Wheeled Water through facilities on the CAP System right-of-way that are owned or operated by entities other than the United States or CAWCD, the use by Queen Creek of such facilities shall be the subject of written agreement(s) between Queen Creek and the owner(s) or operator(s) of such facilities.

7.7 Pursuant to this Reclamation Wheeling Contract, neither the United States nor CAWCD shall be responsible for the control, carriage, handling, use, disposal, or distribution of water up to the Point(s) of Receipt or beyond the Point(s) of Delivery. Except for such claims, costs or damages arising from acts of negligence and committed by the United States or its employees, agents, or contractors for which the United States is found liable under the Federal Tort Claims Act, Queen Creek shall indemnify and hold the United States and CAWCD harmless 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 water up to the Point(s) of Receipt or beyond the Point(s) of Delivery.

**8. TEMPORARY REDUCTIONS:** The United States and/or CAWCD may discontinue or reduce the quantity of Wheeled Water to be transported as herein provided for the purposes of investigation, inspection, construction, testing, maintenance, repair, or replacement of any of the Project facilities or any part thereof. CAWCD shall attempt to coordinate any such discontinuance or reduction with Queen Creek and give Queen Creek due notice in advance of such discontinuance or reduction. In case of emergency, no notice need be given. The United States, its officers, agents, and employees, and CAWCD, its officers, agents, and employees, shall not be liable for

damages when, for any reason whatsoever, any interruption, discontinuance, or reduction in transportation of Wheeled Water occurs. If any such discontinuance or temporary reduction results in transportation for Queen Creek of less water than what has been paid for in advance, Queen Creek shall be reimbursed or given credit for the appropriate proportion of Fixed OM&R Charges and Pumping Energy Charges prior to the date of Queen Creek's next payment.

**9. COMPLIANCE WITH ENVIRONMENTAL LAWS:** Queen Creek shall comply with all applicable environmental laws and regulations of the United States and the State of Arizona and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

**10. WATER QUALITY:**

10.1 Neither the United States nor CAWCD warrants the quality of water transported through the CAP System to Queen Creek pursuant to this Reclamation Wheeling Contract and the United States and CAWCD are under no obligation to construct or furnish water treatment facilities to maintain or better the quality of any water transported through the CAP System. Queen Creek assumes all responsibility for purifying or otherwise treating Wheeled Water received at the Point(s) of Delivery to meet applicable water quality standards established by Federal, state, or local authorities. Queen Creek waives its rights to make a claim against the United States, CAWCD, any Long-Term Contractor, or contractor for Excess Water service on account of the quality of Wheeled Water or any changes in water quality caused by the commingling of Wheeled Water with Project Water and/or Non-Project Water.

10.2 Queen Creek shall comply with and pay for all water quality monitoring, water quality reporting, and water quality compliance and treatment requirements prescribed by CAWCD or the United States applicable to the transportation of Wheeled Water under this

Reclamation Wheeling Contract, which requirements may be amended by CAWCD and/or the United States from time to time.

10.3 Queen Creek shall comply with all applicable state and Federal laws, rules, and regulations governing the transportation of Wheeled Water under this Reclamation Wheeling Contract. All references in this Reclamation Wheeling Contract to laws, rules, and regulations include all amendments and successor laws, rules, and regulations to such laws, rules and regulations.

10.4 Nothing in this Reclamation Wheeling Contract shall be construed to require CAWCD or the United States to receive or transport Wheeled Water if such water fails to meet water quality standards established by CAWCD and the United States under Subsection 12.1 of the CAP System Use Agreement, which water quality standards may be amended by CAWCD and the United States from time to time. Further, nothing in this Reclamation Wheeling Contract shall be construed so as to require that CAWCD or the United States receive or transport Wheeled Water from any source when such receipt or transportation is likely to result in a violation of then existing Federal and state laws or regulations regarding water quality. CAWCD or the United States shall have the right, without liability of any kind, to refuse to transport Wheeled Water if such water fails to meet water quality standards established by CAWCD and the United States and/or if such transportation is likely to result in a violation of then existing Federal and state laws or regulations regarding water quality.

10.5 Queen Creek shall defend, indemnify, protect and save the United States and CAWCD harmless from and against any costs, expenses, claims, damages, demands, or other liability arising from or relating to water quality degradation due to Queen Creek's introduction of Wheeled Water into the CAP System, whether or not asserted by a third party, and, at CAWCD's

election, defend CAWCD against any such losses, claims, damages or other liabilities asserted by a third party.

10.6 CAWCD shall cooperate fully with Queen Creek in the defense of any and all claims, damages, costs and other liabilities asserted by a third party under this Section 10 and shall provide Queen Creek with all information and records necessary for Queen Creek to defend against such claims, damages, costs and other liabilities.

11. **LOSSES:** Except for any volume of water transported under this Reclamation Wheeling Contract that is Firming Water, as that term is defined in the CAP System Use Agreement, Queen Creek shall be assessed uniform losses of five percent (5%) against all Wheeled Water transported through the CAP System under this Reclamation Wheeling Contract such that the amount of Wheeled Water delivered at Point(s) of Delivery under this Reclamation Wheeling Contract will be five percent (5%) less than the amount of Wheeled Water entering the CAP System at the Point(s) of Receipt. Water transported under this Reclamation Wheeling Contract that is Firming Water shall bear no losses.

12. **PAYMENTS:**

12.1 Annual Charges:

12.1.1 Fixed OM&R Charge: Queen Creek shall pay in advance the same Fixed OM&R Charge established annually by CAWCD for the delivery of Project Water in the CAP System. On or before the date of execution of this Reclamation Wheeling Contract, or as soon thereafter as is practicable, CAWCD shall notify Queen Creek of the Fixed OM&R Charge for the initial Year of water transportation ("initial Year"). Within a reasonable time of receipt of such notice, but prior to the transportation of Wheeled Water, Queen Creek shall advance to CAWCD,

in monthly installments payable on or before the first day of each month of the initial Year, the Fixed OM&R Charge due for transportation of Wheeled Water scheduled for transportation in the initial Year. Fixed OM&R charges shall be based on the quantities scheduled to be delivered to Queen Creek pursuant to Section 6 herein. For each subsequent Year, CAWCD will establish the Fixed OM&R Charge and shall notify Queen Creek of the Fixed OM&R Charge for such subsequent Year on or before December 15 preceding each subsequent Year. Queen Creek shall advance to CAWCD, in equal monthly installments payable on or before the first day of each month of said subsequent Year, the Fixed OM&R Charge due for transportation of Wheeled Water scheduled for transportation in said subsequent Year.

12.1.2 Pumping Energy Charge: Queen Creek shall pay in advance the same Pumping Energy Charge established annually by CAWCD for the delivery of Project Water in the CAP System. On or before the date of execution of this Reclamation Wheeling Contract, or as soon thereafter as is practicable, CAWCD shall notify Queen Creek of the Pumping Energy Charge for the initial Year of water transportation. Within a reasonable time of receipt of such notice, but prior to the transportation of Wheeled Water, Queen Creek shall advance to CAWCD, in equal monthly installments payable on or before the first day of each month of the initial Year, the Pumping Energy Charge due for transportation of Wheeled Water scheduled for transportation in the initial Year. For each subsequent Year, CAWCD will establish the Pumping Energy Charge and shall notify Queen Creek of the Pumping Energy Charge for such subsequent Year on or before December 15 preceding each subsequent Year. Queen Creek shall advance to CAWCD, in equal monthly installments payable on or before the first day of each month of said subsequent Year the Pumping Energy Charge due for transportation of Wheeled Water scheduled for transportation in said subsequent Year. Queen Creek shall receive credit for the Pumping Energy Charges

associated with any Wheeled Water scheduled for transportation that is not transported through the CAP System to the Point(s) of Delivery.

12.1.3 Capital Equivalency Charge: In addition to the Fixed OM&R Charges and the Pumping Energy Charges required in Articles 12.1.1 and 12.1.2 of this Reclamation Wheeling Contract, each Year Queen Creek shall make payment to CAWCD in equal semiannual installments of a Capital Equivalency Charge. Until fulfillment of CAWCD's repayment obligation the amount of this charge in any Year shall be equal to the M&I water service capital charge, as published in CAWCD's annual rate schedule for that Year, multiplied by the maximum number of acre-feet per year of Wheeled Water that may be delivered (1,931.36 acre-feet) through the CAP System under this Reclamation Wheeling Contract in any given Year, except that the amount of the Capital Equivalency Charge will be reduced for each acre-foot of Wheeled Water that Queen Creek schedules to be delivered for Firming in that Year. CAWCD and the United States will coordinate and consult regarding any appropriate charge for transportation of Wheeled Water following fulfillment of CAWCD's repayment obligation in addition to the charges set forth under Subsections 12.1.1 and 12.1.2. The Capital Equivalency Charge payment for the initial Year shall be advanced to CAWCD in equal semiannual installments on or before December 1 preceding the initial Year and June 1 of said initial Year. Thereafter, for each subsequent Year, payments by the Queen Creek in accordance with the foregoing provisions shall be made in equal semiannual installments on or before the December 1 preceding said subsequent Year and the June 1 of said subsequent Year as may be specified by CAWCD in written notices to the Queen Creek. CAWCD shall deposit the Capital Equivalency Charge revenues to the Lower Colorado River Basin Development Fund.

12.2 The payment of all water transportation charges as required in subarticles 12.1.1, 12.1.2, and 12.1.3 of this Reclamation Wheeling Contract is a condition precedent to the transportation of Wheeled Water through the CAP System.

12.3 The obligation of Queen Creek to pay CAWCD as provided in this Reclamation Wheeling Contract is a general obligation of Queen Creek notwithstanding the manner in which the obligation may be distributed among Queen Creek's water users and notwithstanding the default of individual water users in their obligations to Queen Creek.

**13. CHARGES FOR DELINQUENT PAYMENTS AND REMEDIES FOR FAILURE TO PAY:**

13.1 Queen Creek shall be subject to interest, administrative charges, and penalty charges on delinquent installments or payments. Queen Creek shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes sixty (60) days delinquent, Queen Creek shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent ninety (90) days or more, Queen Creek shall pay an additional penalty charge of six percent (6%) per year for each day the payment is delinquent beyond the due date. Further, Queen Creek shall pay any fees incurred for debt collection services associated with a delinquent payment.

13.2 The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the United States Department of the Treasury for application to overdue payments, or the interest rate of one-half percent (0.5%) per month. The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

14. **SCHEDULING PRIORITIES**: The scheduling and delivery of Wheeled Water pursuant to this Reclamation Wheeling Contract shall be subject to the CAP System Use Scheduling Priorities as set forth in the CAP System Use Agreement.



**15. GENERAL PROVISIONS:**

15.1 Notices. Any notice, demand or request authorized or required by this Reclamation Wheeling Contract shall be deemed to have been given when mailed, postage prepaid, or delivered to the Regional Director, Interior Region 8: Lower Colorado Basin, Bureau of Reclamation, P.O. Box 61470, Boulder City, Nevada 89006-1470, on behalf of Queen Creek and to Town Manager, Town of Queen Creek, 22358 South Ellsworth Road, Queen Creek, Arizona 85142 on behalf of the United States or CAWCD. 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.

15.2 Rules, Regulations, and Determinations.

15.2.1 CAWCD and Queen Creek agree that the transportation of Wheeled Water pursuant to this Reclamation Wheeling Contract is subject to Federal Reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary under Federal Reclamation law.

15.2.2 The Contracting Officer shall have the right to make determinations necessary to administer this Reclamation Wheeling Contract that are consistent with its express and implied provisions, the laws of the United States and the State of Arizona, and the rules and regulations promulgated by the Secretary. Such determinations shall be made in consultation with CAWCD and Queen Creek.

15.3 Officials Not to Benefit. No Member of or Delegate to the Congress, Resident Commissioner, or official of Queen Creek shall benefit from this Reclamation Wheeling Contract other than as a water user or landowner in the same manner as other water users or landowners.

15.4 Assignment Limited -- Successors and Assigns Obligated. The provisions of this Reclamation Wheeling Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Reclamation Wheeling Contract or any part or interest therein shall be valid until approved by the Contracting Officer.

15.5 Judicial Remedies Not Foreclosed. Nothing herein shall be construed: (a) as depriving any party from pursuing and prosecuting any remedy in any appropriate court of the United States or the State of Arizona which would otherwise be available to such parties even though provisions herein may declare that determinations or decisions of the Secretary or other persons are conclusive or (b) as depriving any party of any defense thereto which would otherwise be available.

15.6 Books, Records, and Reports. Queen Creek shall establish and maintain accounts and other books and records pertaining to the administration of the terms and conditions of this Reclamation Wheeling Contract, including its financial transactions, land use, water supply data, water use, changes of CAP Project works, and to other matters as the Contracting Officer may require. Reports thereon 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 shall have the right during office hours to examine and make copies of each other's books and records relating to matters covered by this Reclamation Wheeling Contract.

15.7 Equal Opportunity.

During the performance of this Reclamation Wheeling Contract, Queen Creek agrees as follows:

15.7.1 Queen Creek will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Queen Creek will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Queen Creek 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.

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

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

15.7.4 Queen Creek 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 agency Contracting Officer, advising the labor union or workers' representative of Queen Creek's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

15.7.5 Queen Creek will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

15.7.6 Queen Creek will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Queen Creek'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.

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

15.7.8 Queen Creek will include the provisions of paragraphs 15.7.1 through 15.7.7 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each Queen Creek subcontractor or vendor.

Queen Creek 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 Queen Creek becomes involved in, or is threatened with, litigation with a Queen Creek subcontractor or vendor as a result of such direction, Queen Creek may request the United States to enter into such litigation to protect the interests of the United States.

15.8 Compliance With Civil Rights Laws and Regulations.

15.8.1 Queen Creek shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), 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.

15.8.2 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 Reclamation Wheeling Contract, Queen Creek agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

15.8.3 Queen Creek 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 of the Reclamation Wheeling Contract by Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. Queen Creek 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.

15.8.4 Complaints of discrimination against Queen Creek shall be investigated by the Contracting Officer's Office of Civil Rights.

15.9 Contingent on Appropriation or Allotment of Funds. The expenditure or advance of any money or the performance of any obligation of the United States under this Reclamation Wheeling Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve Queen Creek from any obligations under this Reclamation Wheeling Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

15.10 Applicability of the Reclamation Reform Act. This Contract does not subject Queen Creek to either the acreage ownership limitations or the full cost pricing provisions of the Reclamation Reform Act of 1982 (Public Law 97-293, 96 Stat. 1261) enacted October 12, 1982.

16. **COUNTERPARTS:**

16.1 This Reclamation Wheeling Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single, executed Reclamation Wheeling Contract.

IN WITNESS WHEREOF, the Parties have executed this Reclamation Wheeling Contract No. 20-XX-30-W0691, including Exhibits, the day and year first above written.

**THE UNITED STATES OF AMERICA**

By: \_\_\_\_\_  
Jacklynn L. Gould, P.E.  
Regional Director  
Interior Region 8: Lower Colorado Basin  
Bureau of Reclamation

*Signatures continued on next page.*

*Signatures continued from previous page.*

**TOWN OF QUEEN CREEK**

Attest: \_\_\_\_\_

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

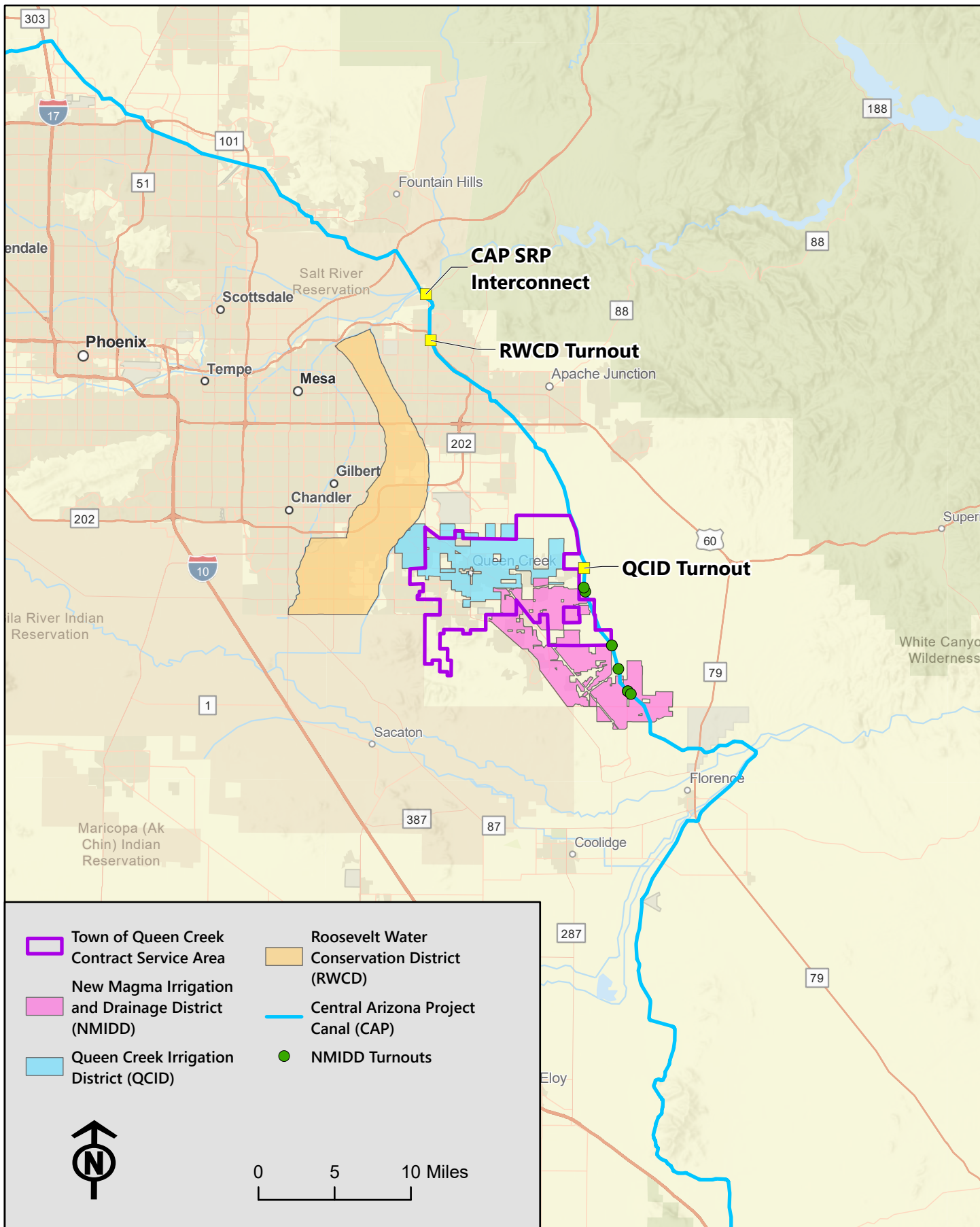
Title: \_\_\_\_\_

Title: \_\_\_\_\_



**MAP OF THE TOWN OF QUEEN CREEK'S (QUEEN CREEK)  
PLACE(S) OF USE AND POINT(S) OF DELIVERY**

1. This Exhibit A, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, to be effective under and as a part of the Contract No. 20-XX-30-W0691, hereinafter called "Reclamation Wheeling Contract," shall become effective on the date of the Reclamation Wheeling Contract's execution and shall remain in effect until superseded by another Exhibit A executed by the Parties; Provided, That this Exhibit A or any superseding Exhibit A shall terminate with termination of the Reclamation Wheeling Contract.
2. The following map depicts Queen Creek's Place(s) of Use and Point(s) of Delivery.



**MAP OF THE MARK WILMER PUMPING PLANT**

1. This Exhibit B, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, to be effective under and as a part of Contract No. 20-XX-30-W0691, hereinafter called “Reclamation Wheeling Contract,” shall become effective on the date of the Reclamation Wheeling Contract’s execution and shall remain in effect until superseded by another Exhibit B executed by the Parties; Provided, That this Exhibit B or any superseding Exhibit B shall terminate with termination of the Reclamation Wheeling Contract.
  
2. The following map depicts the Mark Wilmer Pumping Plant located in Lake Havasu, Arizona to which the United States will deliver Colorado River water on behalf of Queen Creek.

