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SAN JUAN-CHAMA PROJECT
NEW MEXICO

REPAYMENT CONTRACT

Between the

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

and

TAOS PUEBLO

THIS CONTRACT, made this 28th day of

December, 20 11 (Contract), between the UNITED STATES OF AMERICA (United States), acting through the Secretary of the Interior, Bureau of Reclamation, and pursuant to the Federal Reclamation Laws, including the Act of June 13, 1962 (76 Stat. 96), the Act of April 11, 1956 (70 Stat. 105), the Act of August 4, 1939 (53 Stat. 1187) (1939 Act), and particularly the Settlement Act (Title V of the Claims Resolution Act of 2010, P.L. 111-291, December 8, 2010), and Taos Pueblo.

WITNESSETH THAT:

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

1 DEFINITIONS

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

5 (a) SECRETARY or CONTRACTING OFFICER - shall mean
6 the Secretary of the United States Department of the Interior or his duly
7 authorized representative who is, as of the date of execution of this Contract
8 on behalf of the United States, the Regional Director, Upper Colorado
9 Region, Bureau of Reclamation.

10 (b) TAOS PUEBLO - shall mean Taos Pueblo, a sovereign
11 Indian tribe duly recognized by the United States of America.

12 (c) FEDERAL RECLAMATION LAWS - shall mean the Act
13 of June 17, 1902 (32 Stat. 388), and all acts amendatory thereof or
14 supplementary thereto.

15 (d) PROJECT - shall mean the San Juan-Chama Project,
16 Colorado-New Mexico, authorized by section 8 of the Act of June 13, 1962
17 (76 Stat. 96 and 97), and the Act of April 11, 1956 (70 Stat. 105).

18 (e) RESERVOIR STORAGE COMPLEX - shall mean all features,
19 lands, and rights-of-way of the Project directly associated with the initial
20 collection and storage of Project water and includes all works from

1 enlargement of the outlet of the existing El Vado Dam upstream to and
2 including and connecting the three diversion dams on the Rio Blanco and the
3 Little Navajo and Navajo Rivers.

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

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

10 (h) WATER SUPPLY COSTS - shall mean that portion of
11 Project costs payable to the United States for the water allocated to Taos
12 Pueblo from the Project.

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

15 (j) SETTLEMENT ACT- shall mean the Taos Pueblo Indian
16 Water Rights Settlement Act of 2010 (Title V of the Claims Resolution Act
17 of 2010, P.L. 111-291, December 8, 2010).

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1 CONSTRUCTION CHARGE OBLIGATION AND REPAYMENT

2 5. (a) Taos Pueblo's proportionate share of the investment costs,
3 including interest during construction, incurred by the United States in
4 constructing the Reservoir Storage Complex, and allocated to Taos Pueblo's
5 Project water supply, is \$1,615,317. The investment costs allocated to Taos
6 Pueblo's water supply includes construction costs of \$1,442,940 based upon
7 the March 2001 Final Cost Allocation prepared by the Bureau of
8 Reclamation, plus interest during construction of \$172,377 as calculated by
9 the Upper Colorado Region Financial Group. The interest rate established
10 for repayment of reimbursable costs of interest-bearing components of the
11 Project is 3.046 percent per annum.

12 (b) Pursuant to Section 508(c) of the Settlement Act, and
13 notwithstanding Article 5(a), the Secretary shall waive the entirety of Taos
14 Pueblo's share of the construction costs, both principal and interest, for the
15 San Juan-Chama Project, and pursuant to that waiver, the Pueblo's share of
16 all investment costs, inclusive of both principal and interest, shall be non-
17 reimbursable. Accordingly, the entirety of Taos Pueblo's share of the
18 construction costs, including both construction costs and interest during
19 construction, and all interest thereon, are hereby waived and shall be non-
20 reimbursable.

1 OPERATION, MAINTENANCE, AND REPLACEMENT COSTS

2 6. (a) The United States shall be responsible for the operation,
3 maintenance, and replacement (OM&R) of the Reservoir Storage Complex
4 and related facilities. Taos Pueblo's annual reimbursable OM&R costs shall
5 be 2.302 percent of the total OM&R costs of the Project (2,215 divided by
6 96,200). Notice of billings for the next Fiscal Year's reimbursable OM&R
7 costs will be issued to Taos Pueblo on or before May 1 of each calendar
8 year, with the first such notice to be issued immediately following the
9 execution of this Contract. In the event the first notice shall be for costs of
10 service of less than a full Fiscal Year, such costs shall be prorated for the
11 period covered. Each notice shall show an itemization of the estimated
12 reimbursable OM&R costs of the Reservoir Storage Complex, excluding the
13 OM&R cost of El Vado Dam and Reservoir, with the exception of 27
14 percent of any replacement costs of the outlet works of said El Vado Dam.
15 Taos Pueblo shall advance its share of the OM&R costs for each Fiscal Year
16 as follows:

- 17 (1) One-fourth on or before September 30 of the Fiscal
18 Year preceding the applicable Fiscal Year.
- 19 (2) One-fourth on or before December 31 of the
20 applicable Fiscal Year.

1 (3) One-fourth on or before March 10 of the applicable
2 Fiscal Year.

3 (4) One-fourth on or before May 10 of the applicable
4 Fiscal year.

5 (b) In the event the OM&R cost estimate falls short of the
6 actual costs in any period, or whenever it is anticipated by that Contracting
7 Officer that a deficit will occur during the Fiscal Year, supplemental notices
8 requesting additional funds may be issued by the Contracting Officer. Funds
9 not spent during one Fiscal Year will be carried over for use during the next
10 Fiscal year with funds required for that Fiscal Year being reduced
11 accordingly, and an itemized statement of actual costs incurred during the
12 Fiscal Year shall be furnished to Taos Pueblo.

13 (c) Taos Pueblo is not obligated to pay any portion of the
14 annual OM&R costs allocated to the fish and wildlife function. Those
15 OM&R costs attributed to the fish and wildlife function are 9.49 percent of
16 the annual OM&R costs of the Reservoir Storage Complex, excluding El
17 Vado Dam and Reservoir, based on the March 2001 Final Cost Allocation.

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1 WATER RIGHTS - WATER SUPPLY GENERAL

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

8 (b) Right to Allocate - Taos Pueblo and its agents and assigns
9 shall have the exclusive right to allocate, use, and dispose of that share of the
10 Project Water supply available and allocated to them under this Contract.
11 Water may be used or disposed of for any purpose desired by Taos Pueblo
12 subject to the approval of the Contracting Officer, and in compliance with
13 applicable Tribal, State and Federal law. Such use or disposal may be by
14 diverting and applying such water directly from the Rio Grande stream
15 system, by diverting and applying underground water and utilizing Project
16 Water to offset the adverse effects of such underground water withdrawals
17 heretofore or hereafter made from the Rio Grande stream system, or
18 otherwise as Taos Pueblo may desire.

19 (c) Annual Water Carryover Prohibited - Rights to release of
20 Project Water allocated to Taos Pueblo by this Contract shall be allowed on

1 a calendar year basis, and no credits covering any unreleased water shall be
2 allowed to carry over to any subsequent calendar year.

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

6 (e) Other Uses - The Project is authorized for furnishing water
7 for irrigation and municipal and industrial uses, for providing recreation and
8 fish and wildlife benefits, and for other beneficial purposes.

9 (f) Use and Allotment of Project Water - The Project is
10 designed to furnish an estimated firm yield from storage for Project use of
11 approximately 96,200 acre-feet of water annually. Of this yield, 2,215 acre-
12 feet shall be available annually to Taos Pueblo for use under this Contract.
13 The Contracting Officer has the authority and responsibility for water
14 measurement as set forth in the Accounting of Water report, San Juan-
15 Chama Project, dated February 1963. During periods of scarcity when the
16 actual available water supply may be less than the estimated firm yield, Taos
17 Pueblo shall share in the available water supply in the ratio that the above
18 allocation bears to the firm yield. In utilizing the available water supply to
19 the extent permitted by law from the water rights available to the Project,
20 Taos Pueblo shall take its allocation at Heron Dam at the point designated by

1 the Contracting Officer. The responsibility of the United States shall cease
2 at this point of delivery. During periods of abundance when the actual water
3 supply may be more than the estimated firm yield, Taos Pueblo shall have
4 the right to share in the actual available water supply in the ratio that the
5 allocation above bears to the estimated firm yield, all as determined by the
6 Contracting Officer. However, any such water taken above the allocation
7 provided herein shall be pursuant to a separate contract covering the lease of
8 said surplus water.

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10 SUBCONTRACTING

11 8. (a) Pursuant to Section 506(b) of the Settlement Act,
12 Taos Pueblo may subcontract water made available under this contract
13 to third parties, subject to the approval of the Secretary in accordance
14 with Section 506(e) of the Settlement Act, to supply water for use
15 within or without the Taos Valley.

16 (b) Subcontracts made by Taos Pueblo with third parties
17 shall not be for less than one acre-foot, shall be subject to the
18 provisions of this contract, including Article 23(b)(7), and must
19 include terms of use, measurement, and default.

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1 (c) Pursuant to Section 506(e) of the Settlement Act, the
2 Secretary shall approve or disapprove a subcontract submitted by the
3 Pueblo for approval within a reasonable period of time after
4 submission.

5 (d) Pursuant to Section 509(e)(2) of the Settlement Act,
6 in carrying out the Settlement Act, the Secretary shall comply with
7 each law of the Federal Government relating to the protection of the
8 environment, including the National Environmental Policy Act
9 (NEPA) of 1969, 42 U.S.C. § 4321 et seq. and the Endangered
10 Species Act of 1973, 16 U.S.C. § 1531 et seq. Taos Pueblo will
11 furnish the Contracting Officer any data and information that may be
12 required for NEPA compliance documentation for approval of
13 subcontracts submitted by Taos Pueblo. The Contracting Officer has
14 the authority under the Contributed Funds Act of 1921 (43 USC §395)
15 to receive funds from any subcontractor for the costs associated with
16 this compliance documentation. It is Reclamation's policy to charge
17 subcontractors for these costs. Taos Pueblo may request a waiver of
18 such charges subject to the availability of funds providing that nothing
19 in this contract requires or prohibits such a waiver. The Contracting
20 Officer will coordinate with Taos Pueblo and the subcontractor

1 throughout the NEPA process, including furnishing copies of all
2 related documentation.

3 (e) Pursuant to Section 506(b) of the Settlement Act, the
4 Secretary shall approve any subcontract submitted by Taos Pueblo for
5 approval upon the Secretary's determination that such subcontract is
6 in accordance with Section 506 of the Settlement Act, specifically:

7 (1) pursuant to Section 506(c)(1) of the Settlement
8 Act, the diversion or use of water off Pueblo lands under the
9 subcontract would not be inconsistent with the same requirements and
10 conditions of State law, any applicable Federal law, any applicable
11 interstate compact, and international law as apply to the exercise of
12 water rights held by non-federal, non-Indian entities, including all
13 applicable State Engineer reporting requirements;

14 (2) pursuant to Section 506(d)(1) of the Settlement
15 Act, the sum of the term of the subcontract plus all renewals is no
16 more than 99 years;

17 (3) pursuant to Section 506(c)(2) of the Settlement
18 Act, the diversion or use off Pueblo lands of water under the
19 subcontract shall not impair water rights or increase surface water
20 depletions within the Taos Valley;

1 (4) the subcontract is sufficiently specific as to the
2 amount of water and points of diversion to enable the Contracting
3 Officer to account for the water as it is diverted or, in the alternative,
4 the subcontract reserves the Contracting Officer's right to review and
5 approve future diversions sought under the subcontract, with such
6 review and approval to be consistent with this contract; and

7 (5) pursuant to Section 506(b), the delivery
8 obligations under the subcontract are not inconsistent with the
9 Secretary's existing Project obligations.

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11 TITLE TO PROJECT WORKS

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

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17 COMPLIANCE WITH ACTS OF CONGRESS

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

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20 10. Construction, care, OM&R of the Project and Project Works,
21 including the allocation, diversion, and distribution of water as authorized by
22 the Federal Reclamation Laws, by the Act of Congress of April 11, 1956 (70
23 Stat. 105); the Act of Congress of June 13, 1962 (76 Stat. 96); and the Act of
24 Congress of March 26, 1964 (78 Stat. 171), shall be subject to and in
25 conformance with the applicable conditions, limitations, and provisions of
26 these acts and the statutes, compacts, and treaties referenced in said 1956,
27 1962 and 1964 acts.

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1 parties that are in arrears in the advance payment of operation and
2 maintenance charges or in arrears more than 12 months in the payment of
3 construction charges as levied or established by Taos Pueblo.
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6 EMERGENCY RESERVE FUND
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8 13. (a) Commencing on execution of this Contract, Taos Pueblo
9 shall accumulate and maintain a reserve fund or demonstrate to the
10 satisfaction of the Contracting Officer that other funds are available for use
11 as an emergency reserve fund. Taos Pueblo shall establish and maintain that
12 emergency reserve fund to meet costs incurred during periods of special
13 stress caused by damaging droughts, storms, earthquakes, floods, or other
14 emergencies threatening or causing interruption of water service.

15 (b) Taos Pueblo shall accumulate the reserve fund with annual
16 deposits or investments of not less than \$6,096 to a Federally insured,
17 interest- or dividend-bearing account or in securities guaranteed by the
18 Federal Government: *Provided, That* money in the reserve fund, including
19 accrued interest, shall be available within a reasonable time to meet
20 expenses for such purposes as those identified in paragraph (d) herein. Such
21 annual deposits and the accumulation of interest to the reserve fund shall
22 continue until the basic amount of \$30,478 is accumulated. Following an
23 emergency expenditure from the fund, the annual deposits shall continue
24 from the year following the emergency expenditure until the previous
25 balance is restored. After the initial amount is accumulated or after the
26 previous balance is restored, the annual deposits may be discontinued, and
27 the interest earnings shall continue to accumulate and be retained as part of
28 the reserve fund.

29 (c) Upon mutual agreement between Taos Pueblo and the
30 Contracting Officer, the basic reserve fund or the accumulated reserve fund
31 may be adjusted to account for risk and uncertainty stemming from the size
32 and complexity of the project; the size of the annual operation and
33 maintenance budget; additions to, deletions from, or changes in project
34 works; and operation and maintenance costs not contemplated when this
35 Contract was executed.

36 (d) Taos Pueblo may make expenditures from the reserve fund
37 only for meeting usual operation and maintenance costs incurred during
38 periods of special stress, as described in paragraph (a) herein; or for meeting
39 unforeseen extraordinary operation and maintenance costs; or for meeting
40 unusual or extraordinary repair or replacement costs; or for meeting

1 betterment costs (in situations where recurrence of severe problems can be
2 eliminated) during periods of special stress. Proposed expenditures from the
3 fund shall be submitted to the Contracting Officer in writing for review and
4 written approval prior to disbursement. Whenever the reserve fund is
5 reduced below the current balance by expenditures there from, Taos Pueblo
6 shall restore that balance by the accumulation of annual deposits as specified
7 in paragraph (b) herein.

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

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

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

20 21 22 NOTICES

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24 14. Any notice, demand, or request authorized or required by this
25 Contract shall be deemed to have been given, on behalf of Taos Pueblo,
26 when mailed, postage prepaid, or delivered to the Regional Director, Upper
27 Colorado Region, Bureau of Reclamation, 125 South State Street, Room
28 6107, Salt Lake City, Utah 84138-1102, and on behalf of the United States,
29 when mailed, postage prepaid, or delivered to the to the Governor of Taos
30 Pueblo, P.O. Box 1846, Taos, NM 87571, with a copy to the War Chief of
31 Taos Pueblo, P.O. Box 1846, Taos, NM 87571, and a copy to Susan G.
32 Jordan, Nordhaus Law Firm, LLP, 1239 Paseo de Peralta, Santa Fe, NM 32
33 87501. The designation of the addressee or the address may be changed by
34 notice given in the same manner as provided in this article for other notices.
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1 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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3 15. The expenditure or advance of any money or the performance
4 of any obligation by the United States under this Contract shall be
5 contingent upon appropriation or allotment of funds. Absence of
6 appropriation or allotment of funds shall not relieve Taos Pueblo from any
7 obligations under this Contract. No liability shall accrue to the United States
8 in case funds are not appropriated or allotted.

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11 OFFICIALS NOT TO BENEFIT

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

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19 CHANGES IN CONTRACTOR'S ORGANIZATION

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

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28 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

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30 18. The provisions of this Contract shall apply to and bind the
31 successors and assigns of the parties hereto, but no assignment or transfer of
32 this Contract or any right or interest therein by either party shall be valid
33 until approved in writing by the other party.

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36 BOOKS, RECORDS, AND REPORTS

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38 19. Taos Pueblo shall establish and maintain accounts and other
39 books and records pertaining to administration of the terms and conditions of
40 this Contract, including Taos Pueblo's financial transactions; water supply

1 data and water-use data; and other matters that the Contracting Officer may
2 require. Reports shall be furnished to the Contracting Officer in such form
3 and on such date or dates as the Contracting Officer may require. Subject to
4 applicable Federal laws and regulations, each party to this Contract shall
5 have the right during office hours to examine and make copies of the other
6 party's books and records relating to matters covered by this Contract.

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9 RULES, REGULATIONS, AND DETERMINATIONS

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11 20. (a) The parties agree that the delivery of water or the use of
12 Federal facilities pursuant to this Contract is subject to Federal reclamation
13 law, as amended and supplemented, and the rules and regulations
14 promulgated by the Secretary of the Interior under Federal reclamation law.

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

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23 PROTECTION OF WATER AND AIR QUALITY

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25 21. (a) Project facilities used to make available and deliver water
26 to Taos Pueblo shall be operated and maintained in the most practical
27 manner to maintain the quality of the water at the highest level possible as
28 determined by the Contracting Officer: *Provided, That* the United States
29 does not warrant the quality of the water delivered to Taos Pueblo and is
30 under no obligation to furnish or construct water treatment facilities to
31 maintain or improve the quality of water delivered to Taos Pueblo.

32 (b) Taos Pueblo shall comply with all applicable water and air
33 pollution laws and regulations of the United States and the State of New
34 Mexico; and shall obtain all required permits or licenses from the
35 appropriate Federal, State, local, or Tribal authorities necessary for the
36 delivery of water by Taos Pueblo; and shall be responsible for compliance
37 with all applicable Federal, State, local and Tribal water quality standards
38 applicable to surface and subsurface drainage and/or discharges generated
39 through the use of Federal or Taos Pueblo facilities or project water
40 provided by Taos Pueblo within Taos Pueblo's Project Water Service Area.

1 (c) This article shall not affect or alter any legal obligations
2 of the Secretary to provide drainage or other discharge services.
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4
5 WATER CONSERVATION
6

7 22. Prior to the delivery of water provided from or conveyed
8 through federally constructed or federally financed facilities pursuant to this
9 Contract, Taos Pueblo shall develop a water conservation plan, as required
10 by Section 210(b) of the Reclamation Reform Act of 1982 (RRA) and Part
11 427.1 of the Water Conservation Rules and Regulations effective January 1,
12 1998.
13

14
15 INDIAN EMPLOYMENT – EQUAL EMPLOYMENT OPPORTUNITY
16

17 23. (a) In accordance with the provisions of Title 42 U.S.C. 2000-e-
18 2(i), the Pueblo shall give preference in employment to Indian members of
19 Taos Pueblo. The Bureau of Indian Affairs Office of Employment
20 Assistance shall be notified of employment opportunities 48 hours before
21 any positions are advertised to the general public.

22 (b) Except as provided above, during the performance of this
23 contract the Pueblo agrees as follows:

24 (1) The Pueblo will not discriminate against any
25 employee or applicant for employment because of race, color, religion, sex,
26 disability, or national origin. The Pueblo will take affirmative action to
27 ensure that applicants are employed, and that employees are treated during
28 employment, without regard to their race, color, religion, sex, disability, or
29 national origin. Such action shall include, but not be limited to the
30 following: employment, upgrading, demotion, or transfer; recruitment or
31 recruitment advertising; layoff or termination; rates of pay or other forms of
32 compensation; and selection for training, including apprenticeship. The
33 Pueblo agrees to post in conspicuous places, available to employees and
34 applicants for employment, notices to be provided by the Contracting
35 Officer setting forth the provisions of this nondiscrimination clause.

36 (2) The Pueblo will, in all solicitations or advertisements
37 for employees placed by or on behalf of the Pueblo, state that all qualified
38 applicants will receive consideration for employment without regard to race,
39 color, religion, sex, disability, or national origin.

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

8 (4) The Pueblo will comply with all provisions of
9 Executive Order No. 11246 of September 24, 1965, and of the rules,
10 regulations, and relevant orders of the Secretary of Labor.

11 (5) The Pueblo will furnish all information and reports
12 required by Executive Order 11246 of September 24, 1965, and by the rules,
13 regulations, and orders of the Secretary of Labor, or pursuant thereto, and
14 will permit access to his books, records, and accounts by the Contracting
15 Agency and the Secretary of Labor for purposes of investigation to ascertain
16 compliance with such rules, regulations, and orders.

17 (6) In the event of the Pueblo's noncompliance with the
18 nondiscrimination clauses of this contract or with any of such rules,
19 regulations, or orders, this contract may be canceled, terminated or
20 suspended in whole or in part and the Pueblo may be declared ineligible for
21 further Government contracts in accordance with procedures authorized in
22 Executive Order 11246 of September 24, 1965, and such other sanctions
23 may be imposed and remedies invoked as provided in Executive Order
24 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary
25 of Labor, or as otherwise provided by law.

26 (7) The Pueblo will include the provisions of
27 paragraphs (1) through (7), modified to refer to the party to be bound, in
28 every subcontract or purchase order unless exempted by the rules,
29 regulations, or orders of the Secretary of Labor issued pursuant to Section
30 204 of Executive Order 11246 of September 24, 1965, so that such
31 provisions will be binding upon each subcontractor or vendor. The Pueblo
32 will take such action with respect to any subcontract or purchase order as
33 may be directed by the Secretary of Labor as a means of enforcing such
34 provisions, including sanctions for noncompliance: *Provided, however*, that
35 in the event the Pueblo becomes involved in, or is threatened with, litigation
36 with a subcontractor or vendor as a result of such direction, the Pueblo may
37 request the United States to enter into such litigation to protect the interests
38 of the United States.

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1 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

2
3 24. (a) Taos Pueblo shall comply with Title VI of the Civil Rights
4 Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of
5 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42
6 U.S.C. 6101, *et seq.*), Title II of the Americans with Disabilities Act of
7 1990, and any other applicable civil rights laws, as well as with their
8 respective implementing regulations and guidelines imposed by the U.S.
9 Department of the Interior and/or Bureau of Reclamation.

10 (b) These statutes require that no person in the United States
11 shall be excluded from participation in, be denied the benefits of, or be
12 otherwise subjected to discrimination under any program or activity
13 receiving financial assistance from the Bureau of Reclamation on the
14 grounds of race, color, national origin, disability, or age. By executing this
15 Contract, Taos Pueblo agrees to immediately take any measures necessary to
16 implement this obligation, including permitting officials of the United States
17 to inspect premises, programs, and documents.

18 (c) Taos Pueblo makes this agreement in consideration of and
19 for the purpose of obtaining any and all Federal grants, loans, contracts,
20 property discounts, or other Federal financial assistance extended after the
21 date hereof to Taos Pueblo by the Bureau of Reclamation, including
22 installment payments after such date on account of arrangements for Federal
23 financial assistance which were approved before such date. Taos Pueblo
24 recognizes and agrees that such Federal assistance will be extended in
25 reliance on the representations and agreements made in this article and that
26 the United States reserves the right to seek judicial enforcement thereof.

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

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31 MEDIUM FOR TRANSMITTING PAYMENTS

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33 25. (a) All payments from Taos Pueblo to the United States under
34 this Contract shall be by the medium requested by the United States on or
35 before the date payment is due. The required method of payment may
36 include checks, wire transfers, or other types of payment specified by the
37 United States.

38 (b) Upon execution of the Contract, Taos Pueblo shall furnish
39 the Contracting Officer with Taos Pueblo's taxpayer's identification number
40 (TIN). The purpose for requiring Taos Pueblo's TIN is for collecting and

1 reporting any delinquent amounts arising out Taos Pueblo's relationship with
2 the United States.

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5 CONTRACT DRAFTING CONSIDERATIONS
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7 26. Articles 1 through 8 of this Contract have been drafted,
8 negotiated, and reviewed by the parties hereto, each of whom is
9 sophisticated in the matters to which this Contract pertains, and no one party
10 shall be considered to have drafted the stated articles.

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13 CONSTRAINTS ON AVAILABILITY OF WATER
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15 27. (a) In its operation of the Project, the Contracting Officer will
16 use all reasonable means to guard against a condition of shortage in the
17 quantity of water to be made available to Taos Pueblo pursuant to this
18 Contract. In the event the Contracting Officer determines that a condition of
19 shortage appears probable, the Contracting Officer will notify Taos Pueblo
20 of said determination as soon as practicable.

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

