

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

AGREEMENT TO SUPPLY TEMPORARY WATER

1. This is a Contract between the Central Oklahoma Master Conservancy District ("District") and the City of Norman and Norman Utilities Authority ("Norman") for a City of Norman Temporary Water Supply.

2. The District agrees to deliver a supply of Temporary Water to Norman in consideration of the City's and Utility Authority's execution of and compliance with the terms of this Contract. The obligation of the District to supply Temporary Water to Norman shall arise during such time that Temporary Water is available under the terms of this Contract.

THE SUPPLY AND AVAILABILITY OF TEMPORARY WATER

3. The District has entered into a contract (No. 259E640058) with the United States, acting by and through the Secretary of the Interior, Bureau of Reclamation, to acquire the contractual right to receive delivery of Temporary Water. The contract between the District and the United States is attached to this Contract as Exhibit 1. Norman is a Participating Municipality as defined in that contract. The terms of that contract applicable to a Participating Municipality are incorporated in this Contract.

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

5. The District is required to comply with the provisions of contract No. 259E640058 between the District and the United States. Therefore, Temporary Water shall only be available whenever the District is reasonably able to comply with the terms of that contract. The obligation of the District to supply Temporary Water shall be in accordance with and limited by the terms of that contract.

6. The District has obtained a Term Permit No. 2022-013 from the Oklahoma Water Resources Board (OWRB) for the right to take and use such water pursuant to statutes beginning at Title 82 Okla. Stat. Section 105.1 and following and the rules of the OWRB applicable to the right to use surface water in Oklahoma. Therefore, Temporary Water shall be considered available only as authorized by the conditions of the Term Permit and during such time as the permit is in force and in accordance with its lawful provisions and requirements. The District will provide Norman with a copy of the Term Permit.

DELIVERY OF TEMPORARY WATER

7. Norman is not required to take any Temporary Water unless and until Norman requests the District to supply it with Temporary Water. Temporary Water shall only be considered to be available whenever Norman requests the District to deliver Temporary Water to Norman in accordance with the terms of this Contract, and when Temporary Water is otherwise available under the terms of this Contract and contract No. 259E640058.

8. Norman shall request delivery of Temporary Water from the District by notifying the District by email communication.

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

PAYMENT FOR TEMPORARY WATER

10. The District is required to pay the United States for the amount of Temporary Water delivered that is in excess of Norman's water supply allocation of 43.8 percent of Municipal Water use from Lake Thunderbird in any one year. The District's payment to the United States is required by no later than December 31 of the year following the Water Year in which Temporary Water under contract No. 259E640058 was delivered to Norman. Therefore, by December 1 following the Water Year in which the District delivers Temporary Water to Norman, the District will invoice Norman for payment for such water as described in paragraph 12 of this Contract.

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

12. The price for Temporary Water to be paid to the District by Norman shall be based upon the same rates and charges as for those specified in contract No. 259E640058 for

payment the District to the United States for delivery of Temporary Water, plus a surcharge of twenty-five percent (25%) of the amount to be paid by the District to the United States. Norman shall also reimburse the District for actual electricity costs incurred by the District in delivering the supply of water under this temporary water supply contract. Norman shall also pay to the District any administrative fees, interest assessments, and penalties that the District shall owe to the United States to the extent such fees, assessments, or penalties arise from any breach of this Contract by Norman.

NOTICES

13. Notices to the District and the City of Norman and the Norman Utilities Authority shall be effective when actually received by the noticed party. Notices shall be sent to the following or future successors in the same positions:

To the District:

Kyle Arthur, General Manager
12500 Alameda Drive
Norman, Oklahoma 73026

or by e-mail to karthur@comcd.net

To the City of Norman and Norman Utilities Authority:

Chris Mattingly, Director of Utilities
225 N. Webster Ave.
Norman, Oklahoma 73069

or by e-mail to chris.mattingly@normanok.gov

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AGREED this _____ day of _____, 2025.


CITY OF NORMAN

Attest:

NORMAN UTILITIES AUTHORITY

Attest:

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT



Amanda Nairn, President



EXHIBIT 1

Contract No. 259E640058

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Norman Project, Oklahoma

WATER SERVICE CONTRACT FOR DELIVERY OF TEMPORARY WATER
BETWEEN
THE UNITED STATES AND
THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

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Contract No. 259E640058

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Norman Project, Oklahoma

WATER SERVICE CONTRACT FOR DELIVERY OF TEMPORARY WATER
BETWEEN
THE UNITED STATES AND
THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

PREAMBLE

THIS CONTRACT, executed on the date identified in the Contracting Officer's digital signature, and effective October 1, 2025, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto particularly, but not limited to Subsection 9(c) of the Act of August 4, 1939 (53 Stat. 1187, 1194), as amended and supplemented, and the Act of June 27, 1960, (Pub. L. 86-529, 74 Stat. 225) as amended by the Lake Thunderbird Efficient Use Act of 2012 (Pub. L. 112-244, 126 Stat. 2383) all collectively known as the Federal Reclamation laws, between the UNITED STATES OF AMERICA, hereinafter called the "United States," represented by the Contracting Officer executing this Contract, and the CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT, a master conservancy district duly created and existing under the laws of the State of Oklahoma with its principal place of business in Norman, Oklahoma, hereinafter referred to as the "District." The United States and the District are sometimes referred to individually as the "Party" and collectively as the "Parties."

WITNESSETH, THAT:

EXPLANATORY RECITALS

The following statements are made in explanation:

a. WHEREAS, the Act of June 27, 1960, (Pub. L. 86-529, 74 Stat. 225), authorized the Secretary of the Interior to construct, operate, maintain, and replace (OM&R) the Norman Project in Oklahoma, hereinafter referred to as the "Project", for the purposes of storing, regulating, and furnishing water for municipal, domestic, and industrial uses, flood control and incidental uses to the foregoing including conservation and development of fish and wildlife and enhancing recreational opportunities; and

b. WHEREAS, pursuant to the Act of June 27, 1960 (Pub. L. 86-529, 74 Stat. 225), the United States and the District executed Contract No. 14-06-500-590 on September 5, 1961, as amended, covering the terms and conditions of construction, OM&R, and the repayment of the reimbursable costs of the Project allocated to municipal and industrial (M&I) use; and

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c. WHEREAS, the District and the United States entered into Contract No. 169E640075 on February 14, 2017, which was renewed by Contract No. 219E640007 on June 23, 2021; and

d. WHEREAS, the District has requested renewal of Contract No. 219E640007, which is set to expire on September 30, 2025; and

e. WHEREAS, the United States has determined that during any given year, there may be periods of time during which infrequent and otherwise unmanaged flood flows of short duration may create a temporary supply of water which could be made available to the District for delivery to Participating Municipalities for M&I use; and

f. WHEREAS, the District will obtain a Temporary Water permit from the Oklahoma Water Resources Board for the use of temporary, unmanaged flood water for the water supply purposes by the District; and

g. WHEREAS the United States agrees to enter into this Contract to provide Temporary Water pursuant to the applicable Federal laws, rules, and regulations, and state laws.

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is agreed by the Parties hereto as follows:

1. GENERAL DEFINITIONS

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

a. "Contract" shall mean this Contract No. 259E640058, including the Preamble, Explanatory Recitals, all Articles, and Exhibits herein.

b. "Contracting Officer" shall mean the Secretary of the United States Department of the Interior or the Secretary's duly authorized representative. Unless stated otherwise, the Contracting Officer shall be deemed to be the Secretary's authorized representative.

c. "Municipal and Industrial" (M&I) use shall mean all purposes other than the use of Project Water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic purposes that are incidental thereto.

d. "Operation, Maintenance, and Replacement" or "OM&R" shall mean those activities and actions necessary to ensure the continued structural integrity and operational reliability of Project features, including major nonrecurring maintenance on a Project facility that is intended to ensure the continued safe, dependable, and reliable delivery of authorized Project benefits.

e. "Participating Municipality" shall mean and refer to any city which is a member of the District and is contracting for Project Water, its representatives, trustees, or other proper entities.

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f. "Project" shall mean the Norman Project, Oklahoma, which was authorized by the Act of June 27, 1960, Public Law 86-529, 74 Stat. 225, as amended by Public Law 94-415.

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

h. "Project Works" shall mean all Project facilities which are necessary to deliver the Temporary Water under the terms of this Contract.

i. "Point of Delivery" shall mean the Lake Thunderbird Reservoir Pumping Plant.

j. "Temporary Water" shall mean a supply of water made possible when infrequent and otherwise unmanageable flood flows of short duration create a temporary supply of water. Temporary water is available only when the reservoir water surface elevation for Lake Thunderbird is above the elevation of 1,039.0 feet, the top of the conservation storage pool.

k. "Water Year" shall mean the 12-month period of time beginning on October 1 each year and ending on September 30 of the following year.

2. EFFECTIVE DATE AND CONTRACT TERM

This Contract shall become effective on October 1, 2025. The term of this Contract shall extend for a period of 5 (five) years, ending on September 30, 2030, unless otherwise terminated under the provisions hereof. This Contract may be renewed upon written request submitted by the District to the United States. The written request should be submitted by the District to the United States 1 (one) year prior to the expiration of this Contract. Such renewal shall be upon terms and conditions as may be mutually agreeable between the United States and the District based upon Federal Reclamation laws and policy in effect at that time.

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

a. Water to be delivered to the District pursuant to this Contract shall be delivered at the Lake Thunderbird Reservoir Pumping Plant. The District shall divert and measure the District's Project Water Supply at the Point of Delivery.

b. Subject to the terms and conditions hereinafter stated, the District may deliver up to 10,000 acre-feet (AF) of Temporary Water per Water Year for M&I use, if and when it is available, to the Participating Municipalities. Temporary Water deliveries shall be terminated when the reservoir water surface elevation is at or below the elevation of 1,039.0 feet. This Contract does not provide the District with any rights, express or implied, to store water in the flood pool or surcharge pool of Lake Thunderbird.

c. The District shall maintain records showing the actual quantity of Temporary Water delivered to the Participating Municipalities each Water Year. The District shall report the

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actual quantity of Temporary Water delivered during the Water Year to the United States within 30 days of the end of the Water Year (i.e., on or before October 30).

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

e. The United States shall not be responsible for the control, carriage, handling, use, disposal, or distribution of water furnished to the District hereunder beyond the Point of Delivery, and the District shall hold the United States harmless on account of damage or claim of any nature whatsoever, including property damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water beyond said Point of Delivery.

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

4. DISTRICT PAYMENT AND OM&R OBLIGATIONS

a. The District will pay the United States annually a water service charge for each AF of Temporary Water conveyed to the Point of Delivery. Payment for the use of Temporary Water shall be based on the amount of Temporary Water delivered when such deliveries are in excess of a Participating Municipality's regular water supply allocation. Initially this water service charge shall be in the amount of \$26.43 per AF for the Temporary Water conveyed in the Water Year beginning October 1, 2025. The District will pay by December 31 of each year, or 30 days after the bill is issued if the bill is not issued by December 1, for the Temporary Water conveyed the previous Water Year, if any. Each subsequent year's per AF water service charge will be increased on an annual basis at the rate of 2.84 percent. The annual rate increase is based on the 10-year (2015-2024) average of the Consumer Price Index for All Urban Consumers (CPI-U). The rate schedule is provided herein as Exhibit A.

b. The water service payment shall be credited to the Project within the Reclamation Fund. If the reimbursable Project costs are fully repaid, the monies received from the water service payment will be treated as statutory credits to the Project.

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

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

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5. TERMINATION OF THE CONTRACT

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

b. The District shall have the right to terminate this Contract in the event there is no further need of the water service provided herein. Notice of intent by the District to terminate this Contract shall be provided in writing to the Contracting Officer at least 60 days prior to the termination date proposed. *Provided*, that termination under this provision shall become effective no sooner than on the succeeding anniversary date of this Contract following such written notice.

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

6. RIGHT TO RECEIVE PROJECT WATER

The District's right to receive Project Water under the provisions of Contract No. 14-06-500-590 will continue.

7. RECEIPT AND DISTRIBUTION OF WATER – SALE OF WATER

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

8. CONTRACT NOT A WATER RIGHT

No provisions of this Contract, nor any renewal thereof, nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this Contract, or as the basis of a permanent water right. The District will be solely responsible for compliance with Oklahoma law as it relates to the use of water under this Contract and shall be responsible for acquiring all necessary permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water.

9. COMPLIANCE WITH LEGAL REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this Contract.

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10. SEVERABILITY

In the event that any one or more of the provisions contained herein is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Contract, but this Contract is to be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause the fundamental benefits afforded the Parties by this Contract to become unavailable or materially altered.

STANDARD ARTICLES**11. CHARGES FOR DELINQUENT PAYMENTS**

a. The District shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the District shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the District shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the District shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The District shall also pay any fees incurred for debt collection services associated with a delinquent payment.

b. The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

c. When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

12. GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

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

b. The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the District through the Project facilities during any period in which the District is in arrears for more than 12 months in the payment of water rates due the United States. The District shall not deliver water under the terms and conditions of this Contract for lands or parties

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that are in arrears in the advance payment of water rates or OM&R charges as levied or established by the District.

13. OPERATION AND MAINTENANCE OF TRANSFERRED WORKS
(Federal Construction)

a. The OM&R responsibility for all Project works has been transferred to the District under Contract No. 14-06-500-590, as amended. Title to the transferred works will remain in the name of the United States, unless otherwise provided by the Congress of the United States.

b. The District, without expense to the United States, will care for and OM&R the transferred works in full compliance with the terms of this Contract and in such a manner that the transferred works remain in good and efficient condition.

c. Necessary repairs of the transferred works will be made promptly by the District. In case of unusual conditions or serious deficiencies in the care and OM&R of the transferred works threatening or causing interruption of water service, the Contracting Officer may issue to the District a special written notice of those necessary repairs. Except in the case of an emergency, the District will be given 60 days to either: 1) make the necessary repairs, or 2) submit a plan for accomplishing the repairs that contains a timeframe for completing the necessary repairs acceptable to the Contracting Officer. In the case of an emergency, or if the District fails to either make the necessary repairs or submit a plan for accomplishing the repairs acceptable to the Contracting Officer within 60 days of receipt of the notice, the Contracting Officer may cause the repairs to be made, and the cost of those repairs will be paid by the District as directed by the Contracting Officer. The Contracting Officer will determine whether an emergency exists requiring immediate repairs or if circumstances will allow for repairs to be made or a plan to be submitted within 60 days of receipt of notice.

d. The District will not make any substantial changes in the transferred works without first obtaining written consent of the Contracting Officer.

e. The District will take all reasonable measures to prevent any unauthorized encroachment on Project land and rights-of-way and address any such encroachment as soon as the District becomes aware of its existence.

f. Except for the sole negligence and intentional torts committed by employees of the United States, the District agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character, brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care and OM&R; and supervision, examination, inspection, or other duties of the District or the United States on transferred works required under this Contract, regardless of who performs those duties.

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g. The District will cooperate with the Contracting Officer in implementing an effective dam safety program. The United States agrees to provide the District and the appropriate agency of the State in which the Project facilities are located with design data, designs, and an operating plan for the dam and related facilities consistent with the current memorandum of understanding between the United States and the State of Oklahoma relating to the coordination of planning, design, construction, and OM&R processes for dams and related facilities.

h. In the event the District is found to be operating the transferred works or any part thereof in violation of this Contract or the District is found to be failing any financial commitments or other commitments to the United States under the terms and conditions of this Contract, then upon the election of the Contracting Officer, the United States may take over from the District the care and OM&R of the transferred works by giving written notice to the District of such election and the effective date thereof. Thereafter, during the period of operation by the United States, upon notification by the Contracting Officer, the District will pay to the United States, annually in advance, the cost of care and OM&R of the works as determined by the Contracting Officer. Following written notification from the Contracting Officer the care and OM&R may be transferred back to the District.

i. In addition to all other payments to be made by the District under this Contract, the District will reimburse to the United States, following the receipt of a statement from the Contracting Officer, all miscellaneous costs incurred by the United States for any work involved in the administration and supervision of this Contract.

j. Nothing in this article will be deemed to waive the sovereign immunity of the United States.

14. EXAMINATION, INSPECTION, AND AUDIT OF PROJECT WORKS, RECORDS, AND REPORTS FOR DETERMINING ADEQUACY OF OPERATION AND MAINTENANCE

a. The Contracting Officer may, from time to time, examine the following: the District's books, records, and reports; the Project works being operated by the District; the adequacy of the OM&R and safety of dams programs; the reserve fund; and the water conservation program including the water conservation fund, if applicable. Notwithstanding title ownership, where the United States retains a financial, physical, or liability interest in facilities either constructed by the United States or with funds provided by the United States, the Contracting Officer may examine any or all of the Project works providing such interest to the United States.

b. The Contracting Officer may, or the District may ask the Contracting Officer to, conduct special inspections of any Project works being operated by the District and special audits of the District's books and records to ascertain the extent of any OM&R deficiencies to determine the remedial measures required for their correction and to assist the District in solving specific problems. Except in an emergency, any special inspection or audit shall be made only after written notice thereof has been delivered to the District by the Contracting Officer.

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c. The District shall provide access to the Project works, operate any mechanical or electrical equipment, and be available to assist in the examination, inspection, or audit.

d. The Contracting Officer shall prepare reports based on the examinations, inspections, or audits and furnish copies of such reports and any recommendations to the District.

e. The costs incurred by the United States in conducting OM&R examinations, inspections, and audits and preparing associated reports and recommendations related to high- and significant-hazard dams and associated facilities shall be nonreimbursable. Associated facilities include carriage, distribution, and drainage systems; pumping and pump-generating plants; powerplant structures; tunnels/pipelines; diversion and storage dams (low-hazard); Type 2 bridges which are Reclamation-owned bridges not located on a public road; regulating reservoirs (low-hazard); fish passage and protective facilities, including hatcheries; river channelization features; rural/municipal water systems; desalting and other water treatment plants; maintenance buildings and service yards; facilities constructed under Federal loan programs (until paid out); and recreation facilities (reserved works only); and any other facilities as determined by the Contracting Officer.

f. Expenses incurred by the District, as applicable, in participating in the OM&R site examination will be borne by the District.

g. Requests by the District for consultations, design services, or modification reviews, and the completion of any OM&R activities identified in the formal recommendations resulting from the examination (unless otherwise noted) are to be funded as Project OM&R and are reimbursable by the District to the extent of current Project OM&R allocations.

h. Site visit special inspections that are beyond the regularly scheduled OM&R examinations conducted to evaluate particular concerns or problems and provide assistance relative to any corrective action (either as a follow up to an OM&R examination or when requested by the District) shall be nonreimbursable.

i. The Contracting Officer may provide the State an opportunity to observe and participate in, at its own expense, the examinations and inspections. The State may be provided copies of reports and any recommendations relating to such examinations and inspections.

15. NOTICES

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

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

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

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

The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

16. 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 Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the District from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

17. OFFICIALS NOT TO BENEFIT

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

18. CHANGES IN 'DISTRICT'S ORGANIZATION

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

19. ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

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.

20. BOOKS, RECORDS, AND REPORTS

The District shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the District's financial transactions; water supply data; Project OM&R logs; Project land and rights-of-way use agreements; 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

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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.

21. RULES, REGULATIONS, AND DETERMINATIONS

a. The Parties agree that the delivery of water or the use of Federal facilities pursuant to this Contract is subject to Federal reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

b. The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with its expressed and implied provisions, the laws of the United States and the State of Oklahoma, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the District.

22. ADMINISTRATION OF FEDERAL PROJECT LANDS

a. The lands and interests in lands acquired, withdrawn, or reserved and needed by the United States for the purposes of care, operation, and maintenance of the Norman Project works may be used by the District for such purposes. The District shall ensure that no unauthorized encroachment occurs on Federal Project lands and rights-of-way. The District does not have the authority to issue any land-use agreement or grant that conveys an interest in Federal real property, nor to lease or dispose of any interest of the United States.

b. The United States retains responsibility for compliance with the National Historic Preservation Act of 1966 (NHPA), and the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA). The District will notify the Contracting Officer and, only when on tribal land, also notify the appropriate tribal official, immediately upon the discovery of any potential historic properties or Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony.

23. PROTECTION OF WATER AND AIR QUALITY

a. The District, without expense to the United States, will care for and OM&R transferred works in a manner that preserves the quality of the water at the highest feasible level as determined by the Contracting Officer.

b. The United States does not warrant the quality of the water delivered to the District and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the District.

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c. The District will comply with all applicable water and air pollution laws and regulations of the United States and the State of Oklahoma; and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the District; and will be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or District facilities or Project Water provided by the District within its Project Water service area.

d. This Article will not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

24. CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

a. The District shall not allow contamination or pollution of Federal Project lands, Project waters, or Project works of the United States or administered by the United States and for which the District has the responsibility for care, operation, and maintenance by its employees or agents. The District shall also take reasonable precautions to prevent such contamination or pollution by third parties.

b. The District shall comply with all applicable Federal [, State, and local laws and regulations and Reclamation policies and instructions existing, or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, released, or disposed of on or in Federal Project lands, Project waters, or Project works.

c. "Hazardous material" means (1) any substance falling within the definition of "hazardous substance," "pollutant or contaminant," or "hazardous waste" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act (33 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal pollution, refuse, garbage, sewage effluent, industrial waste, mine or mill tailings, mineral salts, pesticides, and other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal, State, local, or Tribal law.

d. Upon discovery of any event which may or does result in contamination or pollution of Federal Project lands, Project water, or Project works, the District shall immediately undertake all measures necessary to protect public health and the environment, including measures necessary to contain or abate any such contamination or pollution, and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an emergency and the first working day following discovery in the event of a non-emergency.

e. If violation of the provisions of this Article occurs and the District does not take immediate corrective action, as determined by the Contracting Officer, the District may be subject to remedies imposed by the Contracting Officer, which may include termination of this Contract.

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f. The District shall be liable for any response action or corrective measure necessary to protect public health and the environment or to restore Federal Project lands, Project waters, or Project works that are adversely affected as a result of such violation, and for all costs, penalties or other sanctions that are imposed for violation of any Federal, State, local or Tribal laws and regulations concerning hazardous material. At the discretion of the Contracting Officer, the United States may also terminate this Contract as a result of such violation.

g. The District shall defend, indemnify, protect and save the United States harmless from and against any costs, expenses, claims, damages, demands, or other liability arising from or relating to District's violation of this article.

h. Reclamation agrees to provide information necessary for the District, using reasonable diligence, to comply with the provisions of this Article.

25. WATER CONSERVATION

Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this Contract, the District shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

26. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

a. The District shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title 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.

b. These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the District agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

c. The District makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the District by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The District recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article and that the United States reserves the right to seek judicial enforcement thereof.

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d. Complaints of discrimination against the District shall be investigated by the Contracting Officer's Office of Civil Rights.

27. PEST MANAGEMENT

a. The District is responsible for complying with applicable Federal, State, and local laws, rules, and regulations related to pest management in performing its responsibilities under this Contract.

b. The District is responsible for effectively avoiding the introduction and spread of, and for otherwise controlling, undesirable plants and animals, as defined by the Contracting Officer, on or in Federal Project lands, Federal Project waters, and Federal Project works for which and to the extent that the District has OM&R responsibility. The District is responsible for exercising the level of precaution necessary in meeting this responsibility, including inspecting its vehicles, watercraft, and equipment for reproductive and vegetative parts, foreign soil, mud or other debris that may cause the spread of weeds, invasive species and other pests, and removing such materials before moving its vehicles, watercraft, and equipment onto any Federal land, into any Federal Project facility waters, or out of any area on Federal Project land where work is performed.

c. Where decontamination of the District's vehicles, watercraft, or equipment is required prior to entering Federal Project land or waters, the decontamination shall be performed by the District at the point of prior use, or at an approved offsite facility able to process generated cleaning wastes, pursuant to applicable laws, rules, and regulations. Upon the completion of work, the District will perform any required decontamination within the work area before moving the vehicles, watercraft, and equipment from Federal Project lands and waters.

d. Programs for the control of undesirable plants and animals on Federal Project lands, and in Federal Project waters and Federal Project works for which the District has OM&R responsibility will incorporate Integrated Pest Management (IPM) concepts and practices. IPM refers to a systematic and environmentally compatible program to maintain pest populations within economically and environmentally tolerable levels. In implementing an IPM program, the District will adhere to applicable Federal and State laws and regulations and Department of the Interior and Bureau of Reclamation policies, directives, guidelines, and manuals, including but not limited to, the Department of the Interior Manual, Part 517 *Integrated Pest Management Policy* and Part 609 *Weed Control Program*, the Plant Protection Act of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3, 1999.

28. MEDIUM FOR TRANSMITTING PAYMENTS

a. All payments from the District to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

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b. Upon execution of the Contract, the District shall furnish the Contracting Officer with the District's taxpayer's identification number (TIN). The purpose for requiring the District's TIN is for collecting and reporting any delinquent amounts arising out of the District's relationship with the United States.

29. CONSTRAINTS ON THE AVAILABILITY OF WATER

a. In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a condition of shortage in the quantity of water to be made available to the District pursuant to this Contract. In the event the Contracting Officer determines that a condition of shortage appears probable, the Contracting Officer will notify the District of said determination as soon as practicable.

b. If there is a condition of shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

30. CONTRACT DRAFTING CONSIDERATIONS

This Contract has been negotiated and reviewed by the Parties hereto, each of whom is sophisticated in the matters to which this Contract pertains.

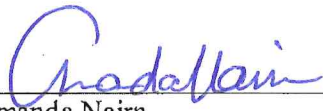
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date identified in the Contracting Officer's digital signature. This Contract will become effective on October 1, 2025.

THE UNITED STATES OF AMERICA

By: _____
Brent C Esplin
Regional Director

Contract No. 259E640058

CENTRAL OKLAHOMA MASTER
CONSERVANCY DISTRICT

By: 
Amanda Nairn
President

ATTEST:

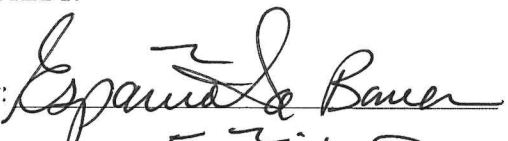
By: 
Printed Name: Española Bower
Title: Secretary



EXHIBIT A**Rate Schedule**

Payment	Payment Date	Water Year	Rate Per Acre-Foot
1	December 31, 2025	2026	\$ 26.43
2	December 31, 2026	2027	\$ 27.18
3	December 31, 2027	2028	\$ 27.95
4	December 31, 2028	2029	\$ 28.74
5	December 31, 2029	2030	\$ 29.56