GARY R. HERBERT
Governor
SPENCER J. COX
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

Division of Water Rights

MICHAEL R. STYLER
Executive Director

KENT L. JONES
State Engineer/Division Director

August 16, 2016

Dear Mr. Batty:

Mr. Frank Batty
President Annabella Irrigation Canal Co.
PO BOX 125
Annabella, Utah 84711

Enclosed is an estimate in the amount of $4,000.00 from the US Bureau of Reclamation to repair Anabella's automated head gates. The Bureau of Reclamation is unable to work directly for an irrigation company however; they may work for the Division of Water Rights. If Anabella wishes to hire the Bureau to make the repairs, the Division of Water Rights is willing to contract with the USBR for the services on behalf of the canal company.

The arrangement would work as follows:

1. The Utah Division of Water Rights would pay the Bureau of Reclamation $4,000 up front.
2. Within 60 days, the Bureau will complete the repairs and send an invoice for the actual costs incurred (not to exceed $4,000).
3. The Annabella Irrigation Canal Company must remit payment in full for 100% of the actual cost of repairs to the Utah Division of Water Rights by November 1, 2016.

To proceed in this manner, please respond with a letter indicating Annabella Irrigation Canal Company's commitment to the above-described arrangement. Feel free to contact me at (801) 538-7431 with any questions

Sincerely,

Sue Odekirk

Sue Odekirk P.E.
Sevier River Distribution Engineer

CC: Arlen Hilton, USBR

1594 West North Temple, Suite 220, PO Box 146300, Salt Lake City, UT 84114-6300
telephone (801) 538-7240 • facsimile (801) 538-7467 • *www.waterrights.utah.gov*

USBR
2016-2
$4,000

TASK ORDER NO. 2016-2
BUREAU OF RECLAMATION
STATE OF UTAH DIVISION OF WATER RIGHTS
SEVIER COUNTY UTAH

This TASK ORDER is hereby attached to and made part of Technical Services Agreement (TSA or Agreement) No. 16-WC-40-609, between THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION (Reclamation) and the STATE OF UTAH DIVISION OF WATER RIGHTS (State).

The purpose of this Task Order is as follows: For professional services as requested by the State to: provide assistance with environmental compliance, contract drafting, and other duties as may be requested in compliance with Reclamation law and policy. This Agreement will remain in effect from the date signed below until December 31, 2016.

ARTICLE 1. SCOPE OF SERVICES

In accordance with the provisions of this Agreement, Reclamation agrees to furnish to the State the following specific services:

1. Construction Oversight and Inspection

   Reclamation will return automated gates at the head of the Annabella canal to working order. Replace any damaged components. Recalibrate all measurements used by control structure.

ARTICLE 2. COMPENSATION

Compensation by the State to Reclamation will be as follows:

BUDGET

A budget amount of $4000 has been negotiated by the State and Reclamation for all work under this Task Order. Reclamation will make diligent efforts to complete the work contemplated within the budget.

Reclamation is not obligated to incur costs beyond the budget, as it may be adjusted, nor is the State obligated to pay Reclamation beyond these limits without modifications to this Task Order or additional task orders being agreed to.

DIRECT EXPENSES

Direct Expenses are those costs incurred on or directly for the project including, but not limited to, necessary transportation costs, including current rates for Reclamation vehicles; meals and lodging; auto rental; computer services; word processing services; telephone and communication charges; printing, binding, and reproduction charges; all costs associated with outside services and facilities; and other similar costs. Reimbursement for direct expenses will be on the basis of actual charges and current rates. Reclamation will provide monthly updates and summaries to the Association on manpower and direct expenses incurred on the project. Direct expenses are included in the budget.

ARTICLE 3. NOTICE TO PROCEED

Reclamation understands that the State will issue Notices to Proceed for this Task Order and each subsequent task. Reclamation will not proceed with any work unless the State has issued a Notice to Proceed.

OTHER PROVISIONS

The following provisions shall apply to this Task Order:

The work covered in this Task Order is limited to the services outlined in Article 1. The Agreement is intended to permit the State, through the Secretary of the Interior, to enter into task orders with Reclamation if the State determines that such task orders are the most effective way of completing the project. There is no assurance that Reclamation will be tasked for any additional work. Separate notices to proceed will be required for any expansion of the work beyond this Task Order. The scope of services and compensation for subsequent phases will be developed in future task order(s) to the Agreement if Reclamation work is expanded into subsequent phases, prior to the commitment of work, as detailed in the Agreement.

Either party may terminate this Task Order, as provided for in the Agreement.

PRIVILEGED AND CONFIDENTIAL INFORMATION

Reclamation acknowledges that in performing the services related to this Task Order they may have access to privileged and confidential material(s) of the State. Reclamation agrees to respect the privilege and confidentiality of said information and to not disclose information of this nature without the express prior written consent of the State.

ACCESS TO RECORDS

Reclamation will maintain accounting records, and make them available to the State as per the Agreement.

EQUAL OPPORTUNITY

Reclamation will comply with all federal and state employment laws, as set forth in the Agreement.

CHANGES

The Parties may make changes, revisions or additions, (collectively hereinafter called "changes") in this Task Order by mutual agreement.

Reclamation will immediately, upon knowledge of any changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify the State of such changes and will request written disposition.

Reclamation will not proceed with any changes unless notified to proceed by the State.

AUDIT

Reclamation agrees that at any time before, or after, final payment, the State may have Reclamation's invoices and statements of cost audited. Any payment may be reduced by amounts found by the STATE not to constitute allowable costs as defined by **Part 31 – Contract Cost Principles and Procedures** of the Code of Federal Regulations (CFR) – Title 48 – Federal Acquisition Regulations.

IN WITNESS WHEREOF, the parties execute this TASK ORDER (Agreement No. 2016-1) this ____day of _____ 2016.

UTAH DIVISION OF WATER RIGHTS	U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMTION
By: _____ Kent Jones State Engineer	By: _____ Wayne G. Pullan Area Manager