

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Middle Rio Grande Project

Amendatory Contract between the United States and
the Middle Rio Grande Conservancy District covering
Operation and Maintenance of Project Works in
Modification of the Provisions of Contract dated
September 24, 1951

This amendatory contract is made this 4 day of January
1955, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388)
and Acts amendatory thereof and supplementary thereto, and particularly
the Acts of Congress of June 30, 1948 (62 Stat. 1171, 1179) and Act of
May 17, 1950 (64 Stat. 163, 176), all collectively herein styled the
Federal Reclamation Law, between the United States of America, herein
styled the UNITED STATES, and the Middle Rio Grande Conservancy District,
a body corporate and political division of the State of New Mexico
having its principal office in the City of Albuquerque, State of New
Mexico, acting herein pursuant to the Conservancy District Reclamation
Contract Act as amended, herein styled the DISTRICT.

WITNESSETH THAT:

2. WHEREAS, By contract dated September 24, 1951, herein-
after styled the BASIC CONTRACT, between the United States and the
District, a provision was made for the construction and rehabilitation
of project works, and for operation and maintenance thereof, and

3. WHEREAS, The parties hereto now wish to modify said
contract insofar as operation and maintenance is provided therein and
related articles are affected.

NOW THEREFORE, it is agreed as follows:

4. Article 13(a) of said basic contract shall be revised
to read as follows:

"(a) Effective February 1, 1955, the United States shall
assume operation and maintenance of the District works, with
the exception of El Vado Dam and Reservoir, and may continue
said operation and maintenance until the construction of the
work described in subparagraphs (a) and (b) of Article 9 of
this contract is completed as evidenced by issuance of the
construction cost notice. The District shall advance the
estimated costs thereof to the United States in amounts as
set forth in appropriate notices to be given by the contract-
ing officer to the District as set forth in subsection (d)
hereof. Provided, however, that the first notice may be

issued at any time before February 1, 1955, and the District shall pay one-half of said amount on or before February 1, with subsequent payments to be as hereinafter set forth. Provided, that the District is maintaining at El Vado Dam and Reservoir certain recreation facilities and it may continue during the term of this contract to operate, construct, reconstruct, and maintain any and all such facilities at its sole cost and responsibility and will save and hold the United States and its officers and agents, harmless from any and all claims for damages incident to or arising out of its construction, reconstruction, operation and maintenance of such facilities. Provided, further, that any and all such facilities and operation and maintenance thereof shall not interfere with the repair, operation and maintenance of such dam and reservoir by the United States for the purposes as in this contract provided."

5. As required to permit the rehabilitation and betterment of the works to proceed without undue interruption, during the period of operation and maintenance by the United States as provided in Article 4 of this amendatory contract, all project water, including water for Indian lands now served by District facilities as set forth in Article 34 of the basic contract, and available from El Vado Dam and Reservoir, shall be released by the District in accordance with such instructions received from the contracting officer.

6. With the exception of El Vado Dam and Reservoir, the United States will also operate and maintain any works, structures and improvements, including levees and flood control structures as requested by the District for which funds are advanced to the United States in accordance with estimates of cost approved by the United States.

7. So much of the District's plant equipment and supplies as may be useful in the operation and maintenance of District works, all as determined by the Contracting Officer, shall be made available for exclusive use without cost, to the United States. Plant equipment and supplies to be made available will be inventoried jointly by the representatives of the United States and the Middle Rio Grande Conservancy District. All such plant equipment and supplies remaining unconsumed shall be returned to the District at the time the District again resumes operation and maintenance of the District works. The United States shall not be responsible for any loss or damage to equipment or supplies while in its custody, from whatever cause.

8. The basic contract shall remain in full force and effect in all respects not herein specifically revised or modified.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF the parties hereto have caused this instrument and a counterpart thereof to be duly executed the day and year first hereinabove written.

THE UNITED STATES OF AMERICA

/s/ Robert W. Jennings
Contracting Officer

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

/s/ Oscar M. Love
President

ATTEST:

/s/ J. W. Gay
Secretary of the Middle Rio
Grande Conservancy District