

MEMORANDUM OF AGREEMENT
between the
BUREAU OF RECLAMATION
and the
BUREAU OF INDIAN AFFAIRS
UNITED STATES DEPARTMENT OF INTERIOR
and the
PINE RIVER IRRIGATION DISTRICT

Regarding the Development, Administration, Operation, and Maintenance of
Certain Vallecito Reservoir Lands for Water-Based Recreation Purposes

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MEMORANDUM OF AGREEMENT
between the
BUREAU OF RECLAMATION
and the
BUREAU OF INDIAN AFFAIRS
UNITED STATES DEPARTMENT OF INTERIOR
and the
PINE RIVER IRRIGATION DISTRICT

Contract No. 4-02-40-L4010

Regarding the Development, Administration, Operation and Maintenance of
Certain Vallecito Reservoir Lands for Water-Based Recreation Purposes

THIS AGREEMENT, made as of this 11th day of June, 1984, in accordance with the Act of Congress of June 17, 1902 (32 Stat. 388, 43 U.S.C. 391, et seq.), and acts amendatory thereof and supplementary thereto, collectively known and referred to as Federal Reclamation Laws, and the Federal Water Project Recreation Act of July 9, 1965 (16 U.S.C. 4601-13 et seq. (79 Stat. 213)), by and among THE UNITED STATES OF AMERICA, acting through the Bureau of Reclamation, Department of the Interior, hereinafter styled RECLAMATION, represented by the officer executing this instrument on its behalf, which officer, his successor, and his duly authorized representative are hereinafter severally called the Contracting Officer; the BUREAU OF INDIAN AFFAIRS, represented by the Superintendent, Southern Ute Agency, acting pursuant to the January 3, 1940 agreement between the Bureau of Reclamation and Bureau of Indian Affairs as amended, and the PINE RIVER IRRIGATION DISTRICT acting through its duly elected Board of Directors hereinafter styled the DISTRICT:

WITNESSETH, THAT:

WHEREAS, RECLAMATION has constructed the Pine River Project as authorized by Congress under the provisions of Section 4 of the Act of June 25, 1910 (36 Stat. 835) and,

WHEREAS, RECLAMATION has heretofore entered into that certain repayment contract with the DISTRICT, dated April 15, 1940, Symbol Ilr-1204, as amended on November 30, 1953, herein called the Government-District contract and pursuant to provisions therein, the DISTRICT has taken over the operation and maintenance of the project works; and

WHEREAS, the parties hereto recognize water conservation for storage and irrigation use is the primary purpose of Vallecito Reservoir; and

WHEREAS, RECLAMATION has heretofore entered into that certain Memorandum of Agreement with the DISTRICT, dated May 27, 1971, Contract No. 14-06-400-5625, which provided for interim administration of boating activities at Vallecito Reservoir pending transfer of such boating activities to the Forest Service; and

WHEREAS, the DISTRICT has expressed an interest in managing certain water-based recreation activities at Vallecito Reservoir on a long-term basis; and

WHEREAS, RECLAMATION and the DISTRICT desire as a secondary and subordinate use to provide for safe public water-based recreation facilities on Pine River Project lands and water areas at Vallecito Reservoir, Colorado, herein designated the Project, and for effective administration of recreation in the reservoir area;

NOW, THEREFORE, it is agreed as follows:

TERM OF AGREEMENT

1. The term of this agreement shall continue for a period of 25 years from the date hereof unless sooner terminated as provided in Article 2 hereof. Provided, that 1 year prior to the expiration of that period the parties may extend the term for an additional 25 years, but in no event beyond 50 years from the date hereof.

TERMINATION

2. This agreement shall terminate and all rights of the DISTRICT hereunder, except as hereinafter provided shall cease:

(a) Upon expiration of term as provided in Article 1;

(b) Upon the failure of the DISTRICT to observe any of the conditions, exceptions, or reservations set out in this agreement, RECLAMATION shall give written notice to the DISTRICT of the obligations that are in default or the provisions of this agreement that have been violated, and the DISTRICT shall have 90 days in which to correct the default or violation. Unless the DISTRICT shall have corrected such default or violation, this agreement shall terminate on the ninety-first (91st) day following service of the written notice herein provided unless the DISTRICT is showing satisfactory evidence of progressing toward correcting the default or violation;

(c) Upon failure of the DISTRICT Board of Directors to provide adequate administrative funds in any fiscal year to enable the DISTRICT to carry out its part of this agreement, RECLAMATION, at its option, may give written notice to the DISTRICT of its intent to cancel this agreement within 90 days, and unless such funds are made available, to enter into an agreement with another agency;

(d) This agreement may be terminated by mutual agreement of the parties hereto.

TERMINATION OF PREVIOUS AGREEMENT

3. Upon final execution of this Agreement by the parties hereto, the Memorandum of Agreement dated May 27, 1971, Contract No. 14-06-400-5625, is terminated and hereby null and void.

TRANSFER OF RESPONSIBILITY

4. Subject to the terms, conditions, limitations, exceptions, and reservations contained in this agreement, RECLAMATION hereby transfers to the DISTRICT, and the DISTRICT hereby accepts responsibility for the administration and management of certain reservoir lands for water-based recreation purposes and the operation, maintenance, repair, replacement, and all future expansion of water-based recreation facilities within the Vallecito Reservoir Area, including the water surface thereof, all as shown on Drawing No. 191-406-253, hereinafter referred to as Exhibit "A" of this agreement.

SAFETY

5. The DISTRICT agrees, in connection with the recreation responsibilities hereinabove transferred, that it shall assume, without reimbursement thereof, responsibility for the safety of the general public, including, but not limited to, the disposal of floatable debris in the reservoir and undermined or fallen trees within the reservoir area, to the extent necessary to maintain the area in a condition suitable for use by the public.

RECLAMATION USE PARAMOUNT

6. The rights of the DISTRICT under this agreement are subordinate to the rights of RECLAMATION, its agents, employees, or assigns, and to the rights provided to the DISTRICT in Contract Ilr-1204 relating to the use of lands and water areas within the reservoir area boundary as shown on Exhibit "A" for water regulation, storage, and other purposes of the project pursuant to Federal Reclamation Law. Public use of those premises may be restricted whenever RECLAMATION and the DISTRICT determine that such restriction is necessary in the interest of project operation, public safety, or national safety.

VARIATION IN WATER LEVEL

7. Vallecito Reservoir was constructed and is operated primarily for irrigation purposes. The fulfillment of these purposes will require that

the level of the reservoir be fluctuated to meet use demand. The DISTRICT reserves the right to vary the water level to the extent deemed necessary or desirable for the purpose of Project operation.

MISCELLANEOUS PROVISIONS

8. (a) All work done by the DISTRICT within the reservoir area shall be subject to the Environmental Requirements set forth in Exhibit "B" attached hereto and incorporated herein.

(b) All applicable contracts issued by the DISTRICT, its contractors, or permittees relative to this agreement within the Vallecito Reservoir Area shall be subject to the Equal Opportunity Requirements set forth in Exhibit "C" attached hereto and incorporated herein.

(c) The DISTRICT agrees that it and its employees will not discriminate because of race, color, age, sex, or national origin against any person by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall the DISTRICT or its employees publicize the accommodations, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, color, age, religion, sex, or national origin. The DISTRICT agrees to include and require compliance with a provision similar to the foregoing provision in any contract made with respect to the operations to be carried out hereunder.

(d) This agreement is subject to Title VI, Civil Rights Act of 1964 (78 Stat. 252) and Interior Regulations issued pursuant thereto in 43 CFR 17, as modified or amended, and set forth in Exhibit "D" attached hereto and incorporated herein.

(e) In keeping with Department of the Interior guidelines, the DISTRICT is encouraged to consider using minority and female business enterprises, financial institutions, consulting firms, suppliers, and the like in its activities under this contract.

SOIL AND WATER CONSERVATION

9. When due to water-based recreation activities, the DISTRICT, in cooperation with RECLAMATION, will take all measures necessary to minimize siltation and erosion, prevent and suppress fires, protect against introduction and spreading of noxious weeds detrimental to agriculture, and cooperate in watershed management practices. All concession contracts hereafter entered into shall contain suitable provisions consistent herewith, including such provisions as are required by the RECLAMATION.

RESERVATIONS

10. The privileges herein granted to the DISTRICT are limited to the management and administration of certain reservoir lands for water-based recreation purposes and are subject to:

(a) Existing rights, privileges, or interests in the lands to which the title of the United States may be subject, and the DISTRICT agrees not to interfere with such rights, privileges, or interests. RECLAMATION will furnish to the DISTRICT a record of all existing authorizations to use the land within the area covered by this agreement.

(b) Compliance with all applicable RECLAMATION instructions and policies for the management of recreation as outlined in the Reservoir Area Management Plan as described in Article 11 herein. These regulations should be implemented by the DISTRICT in the management of recreation to protect the vested interest of RECLAMATION.

(c) Existing easements and rights-of-way; and easements or rights-of-way which may be acquired by RECLAMATION for highway, railroad, irrigation works, or any other purposes.

(d) The right of properly authorized officers, assignees, agents, employees, permittees, and lessees of RECLAMATION and the DISTRICT to enter upon the lands described herein without charge for the purpose of enforcing, protecting, and exercising the rights reserved to RECLAMATION and protecting the rights vested in those not party to this agreement.

(e) Reservations relative to construction materials and mining, set forth in Article 20 herein.

RESERVOIR AREA MANAGEMENT PLAN

11. (a) In the administration and development of recreation at Valleccio Reservoir Area, the DISTRICT shall follow a Reservoir Area Management Plan to be prepared and updated by RECLAMATION in cooperation with the DISTRICT. Parties acting under authority granted by the DISTRICT shall be required by appropriate provision in the authorizing document to comply with the requirements of said Plan. The Reservoir Area Management Plan shall specify:

(1) Sites and locations of the DISTRICT's maintenance facilities;

- (2) Sites and location of public use facilities;
- (3) A program of planned development of the area recreation and construction of major facilities;
- (4) A statement of policies, practices, and procedures to be followed in the recreation management of the area;
- (5) A schedule of fees and charges and public use regulations;
- (6) Planting plans and a statement of agricultural policies;
- (7) Form of instruments to be issued by the DISTRICT to others, and a list of reports to be made;
- (8) References to local and state laws affecting recreation management of the reservoir area with respect to water and air pollution, the environment, sanitation, fire protection, soil and moisture conservation, and the control of boating;
- (9) A list of existing rights, privileges, or interests referred to in Article 10, to which the DISTRICT's privileges hereunder are subject;
- (10) To include a current copy of the Vallecito Reservoir General Recreation Development Plan prepared by RECLAMATION in cooperation with the DISTRICT.
- (11) Repayment contract between the United States and the DISTRICT.

(b) The Reservoir Area Management Plan shall be reviewed every 5 years by RECLAMATION in cooperation with the DISTRICT and may be updated as appropriate.

(c) All developments shall be in accordance with the General Development Plan as it is updated or amended, and shall emphasize adequate facilities of satisfactory quality to accommodate the short-term recreation user, i.e., sightseeing, hiking, public water access, and use of the reservoir for water-associated recreation, picnicking, and overnight and short-term vacation camping. For purposes of this agreement, a short-term user is defined as one who stays in the area 14 consecutive days or less. All developments shall have approval by RECLAMATION prior to construction.

(d) Business enterprises or activities not provided for in the above-mentioned plan shall not be permitted within the reservoir land or water areas.

THIRD PARTY CONTRACTS AND PERMITS

12. The DISTRICT may issue and administer licenses, permits, and contracts to persons or associations for the purpose of regulating the public recreation resource and concession contracts under which services are made available to the recreating public in the area. All such licenses, permits, and contracts, other than boating licenses and permits, shall be submitted to RECLAMATION for review and approval before issuance; and all instruments used for such purposes throughout the area shall be subject to applicable terms of this agreement and shall contain certain language recognizing the purpose of the Pine River Project and affecting releases and indemnifications to and for RECLAMATION, its successors and assigns, and its officers, agents, and other employees engaged in the

construction, operation, and maintenance of project works. The term of such licenses, permits, or contracts shall not exceed 20 years or one year less than this Memorandum of Agreement with the DISTRICT and such licenses, permits, and contracts shall contain the following provision:

"In the event of the termination of the Agreement between the United States and the Pine River Irrigation District, dated _____, the United States shall be deemed to stand in the stead of the District as grantor for the remainder of the term of this agreement; provided, however, in the event of such termination, the United States at any time within 90 days thereafter may terminate the license, permit, or contract by giving to the licensee, permittee, or contractor 30 days written notice thereof and in such event the licensee, permittee, or contractor shall have the privilege of selling or removing, for a period of thirty (30) days after termination of this license, permit, or contract, or such longer period as may be determined by the United States to be reasonable, improvements which have been constructed on the premises at the sole cost or expense of the licensee, permittee, or contractor; otherwise, after the expiration of such period of time, the title to such improvements shall vest in the United States."

FEES AND CHARGES

13. In accordance with RECLAMATION policy, free access must be maintained to the reservoir; however, the DISTRICT may levy a fee for the use of developed permanent facilities.

USE OF REVENUES

14. (a) Revenues as referred to in this article shall mean receipts from user fees charged by the DISTRICT within the reservoir area. The DISTRICT shall account for all revenues and expenditures. All receipts pertaining specifically to Vallecito Reservoir water-based recreation shall be used only for the administration, development, maintenance, and replacement costs associated with recreation management of the reservoir area. All improvements constructed in whole or in part with expenditures from such receipts shall remain the property of RECLAMATION. All improvements constructed by the DISTRICT at its sole cost or expense shall be and remain the property of the DISTRICT, subject, however, to the provisions of Article 17 of this agreement. RECLAMATION will be granted the first option to purchase such property at the fair market value.

(b) The DISTRICT shall maintain such accounting records as are necessary to satisfy the requirements of this agreement and shall furnish to RECLAMATION not later than 90 days following the close of the DISTRICT's fiscal year, which extends from the first day of January to the thirty-first day of December, a financial report of all revenues and expenditures for operation, maintenance, replacements, construction, and development of facilities.

(c) Each year, not later than January 15, the DISTRICT shall furnish RECLAMATION a record of visitation and use by the public and related information for the previous calendar year on forms to be supplied by the Contracting Officer.

EXAMINATION OF RECORDS

15. The DISTRICT agrees that the Comptroller General of the United States or any of his duly authorized representatives or the Secretary of the Interior or his duly authorized representatives shall have access to and right to examine any directly pertinent books, documents, papers, and records of the DISTRICT involving transactions related to this agreement.

LIABILITY OF CONTRACTORS AND PERMITTEES

16. The DISTRICT shall require all contractors and permittees to carry such public liability and property damage insurance as is customary among prudent operators of similar businesses under comparable circumstances.

TITLE TO LAND, IMPROVEMENTS, AND RESTORATION

17. (a) Upon commencement of this agreement, and from time to time thereafter, the DISTRICT shall notify RECLAMATION, in writing, of those structures and improvements installed or constructed by the DISTRICT at its sole cost or expense and shall keep a current and accurate inventory of such structures and improvements installed or constructed solely at its own expense.

(b) For a period of 90 days after termination of this agreement, or such longer period as may be determined by RECLAMATION to be reasonable, the DISTRICT shall have the privilege of salvaging and/or removing structures or facilities on the premises installed or constructed

by the DISTRICT at its sole cost or expense, exclusive of those structures or facilities paid for or partially paid for from revenues collected under this agreement or exclusive of development financed under any federally financed program. After the expiration of such period, the title to all remaining such DISTRICT financed structures or facilities shall vest in RECLAMATION. The exercise of the privilege of removal of structures or facilities shall include the obligation to restore the land occupied by such structures or facilities to its original condition as determined to be satisfactory to RECLAMATION and the DISTRICT.

REVIEW OF ADMINISTRATION

18. Upon request of either RECLAMATION, or the DISTRICT, the parties hereto will review the administration, operations, and development of the Vallecito Reservoir's water-based recreation facilities and lands under this agreement. RECLAMATION may make inspections of the area at any time and consult with the DISTRICT concerning development, operation, and land use.

CERTIFICATION OF NONSEGREGATED FACILITIES

19. The DISTRICT certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The DISTRICT certified further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and

that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The DISTRICT agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation, or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The DISTRICT agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certification in its files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CONSTRUCTION MATERIALS AND MINING

20. There is reserved to RECLAMATION, its agents, contractors, lessees, or permittees, the right to remove from Vallecito Reservoir Area any and all materials necessary for the construction, operation, and maintenance of Project works and facilities. There is also reserved to RECLAMATION, its contractors, agents, lessees, and permittees, the right

to prospect for, extract, and carry on the development for oil, gas, coal, and other minerals, and the right to issue leases or permits to prospect for oil, gas, or other minerals on said lands under the Act of February 25, 1920 (41 Stat. 437), and acts amendatory thereof or supplementary thereto, and the Act of August 7, 1947 (61 Stat. 913). RECLAMATION will give full consideration to minimize any adverse effects to the DISTRICT's interest concerning any proposal prior to the exercise of the above rights.

RISK - DAMAGE

21. The DISTRICT shall indemnify and hold RECLAMATION, its nominees, agents, and employees free and harmless against any and all damages and expenses (including legal fees), claims, liabilities, causes of action, and demands of any nature whatsoever arising out of or in any manner connected with the development, administration, operation, and maintenance or use by anyone of a water-based recreational facility at Vallecito Reservoir over which the DISTRICT has control as set forth in this agreement.

NOTICES

22. (a) Any notice, demand, or request required or authorized by this agreement to be given or made to or upon RECLAMATION shall be deemed properly given or made if delivered by mail, postage prepaid, to the Projects Manager, Durango Projects Office, Upper Colorado Region, Bureau of Reclamation, P.O. Box 640, Durango, Colorado ~~81301~~. 81302-0040


(b) Any notice, demand, or request required or authorized by this agreement to be given or made to or upon the DISTRICT shall be properly given or made if delivered by mail, postage prepaid, or franked envelope, to the President, Pine River Irrigation DISTRICT, Box 219, Durango, Colorado 81301.

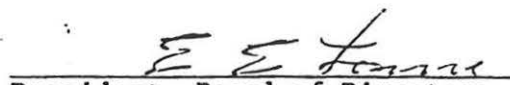
(c) The designation of the person to or upon whom any notice, demand or request is to be given or made, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this section for other notices.


OFFICIALS OR EMPLOYEES NOT TO BENEFIT

23. No member of or delegate to Congress or Resident Commissioner and no officer, agent, or employee of the Department of the Interior, or official or employee of the DISTRICT shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a company or corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

by 
Regional Director, Upper Colorado
Region, Bureau of Reclamation


President, Board of Directors
Pine River Irrigation District


Chairman, Southern Ute
Tribal Council

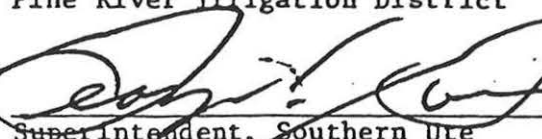





Superintendent, Southern Ute
Agency, Bureau of Indian Affairs

EXHIBIT "A"

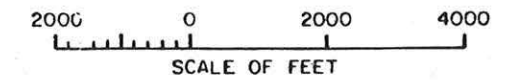
EXPLANATION

-  Private land-Flowage easement held by Bureau of Reclamation
-  Reservoir R.O.W. Line-Reservoir area boundary
-  Campgrounds administered by Forest Service
-  Boundary of Lands under the administrative jurisdiction of the Pine River Irrigation District for project operations and water-based recreation purposes


NOTE:

PRID boundary generally follows CR 501 on the west side of the lake, and north of Middle Mountain Campground on the east side of the lake

PRID boundary generally follows the 7670 contour on the east side of the lake from Middle Mountain Campground south to the dam



THIS DRAWING SUPERSEDES DRAWING NO. 19-406-242

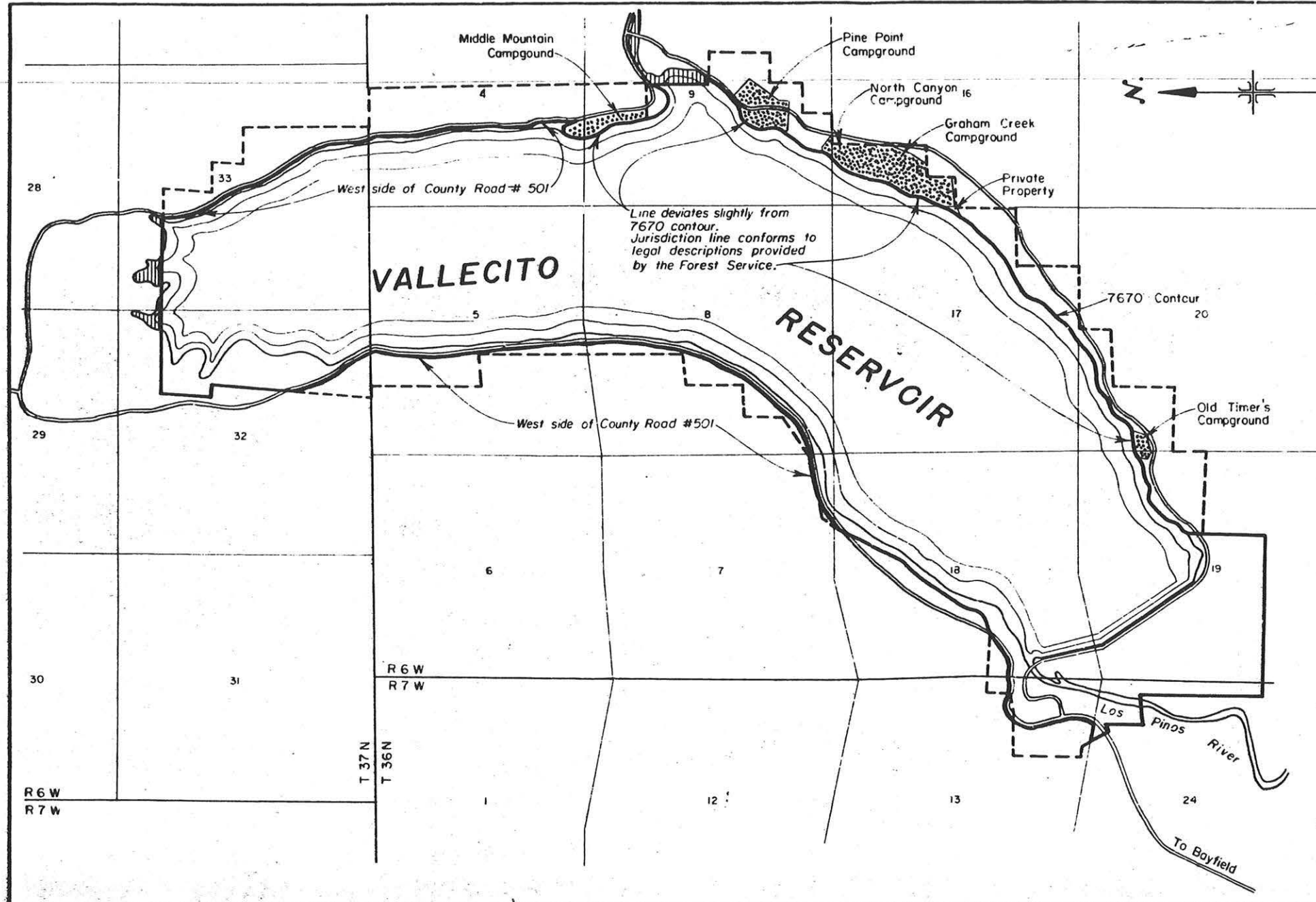
 ALWAYS THINK SAFETY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
PINE RIVER PROJECT - COLORADO
VALLECITO RESERVOIR
JURISDICTION OF RESERVOIR LANDS

DESIGNED	TECH. APPROVAL
DRAWN <i>P. DALE</i>	SUBMITTED
CHECKED	ADMIN. APPROVED
DURANGO CO.	MARCH 1988 191-406-253

MICROFILMED 2-30-87

* GPO: 1978 - 778-292



ENVIRONMENTAL REQUIREMENTS

1. The DISTRICT shall operate, maintain, and manage all structures and facilities on the premises to minimize adverse environmental consequences. Consideration will be given to alleviating potential harmful effects on landscape, soils, water, wildlife, cultural resources, timber, population or other resources.

Prior to any action which would modify the environment, the DISTRICT will submit any necessary environmental reports as directed by RECLAMATION. No such modification of the environment shall be undertaken without prior written approval of RECLAMATION.

2. The DISTRICT shall correct any pollution of soil, air, or water and deterioration of any resources resulting from exercise of the privileges granted in accordance with rules, regulations, and directives of the Secretary of the Interior and in compliance with all Federal laws. Increased cost will not justify noncompliance with environmental quality controls required by the United States.

3. The DISTRICT shall comply fully with all applicable Federal laws, orders, and regulations and the laws of the State of Colorado, concerning the pollution of streams, reservoirs, ground water, or water courses.

4. The DISTRICT shall comply with all provisions of Federal and State pesticide laws and any amendments. Further, in the use of all pesticides on lands owned by RECLAMATION, the DISTRICT shall submit plans for such use annually and shall obtain prior written approval of the RECLAMATION before implementing said plans.

5. Cultural resources will be given full consideration in any proposed action. Archeological, historic and paleontological sites that may be impacted will be adequately mitigated prior to any development. If during construction or development cultural resources are exposed, the site and surrounding area will be left undisturbed. RECLAMATION will be notified immediately. This provision will be included in all construction contracts.

6. The Endangered Species Act of 1974 will be given full consideration in all activities.

EQUAL OPPORTUNITY

During the performance of this contract, the DISTRICT agrees as follows:

(a) The DISTRICT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The DISTRICT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The DISTRICT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RECLAMATION setting forth the provisions of this nondiscrimination clause.

(b) The DISTRICT will, in all solicitations or advertisements for employees placed by or on behalf of the DISTRICT, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

(c) The DISTRICT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by RECLAMATION, advising the said labor union or worker's representative of the DISTRICT'S commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The DISTRICT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The DISTRICT will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by RECLAMATION and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the DISTRICT'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part, and the DISTRICT may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may

be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The DISTRICT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted, by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The DISTRICT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event the DISTRICT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the DISTRICT may request the United States to enter into such litigation to protect the interests of the United States.

TITLE VI, CIVIL RIGHTS ACT OF 1964

(a) The DISTRICT agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the DISTRICT receives financial assistance from RECLAMATION and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

(b) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the DISTRICT by RECLAMATION, this assurance obligates the DISTRICT, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the DISTRICT for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the DISTRICT for the period during which the Federal financial assistance is extended to it by RECLAMATION.

(c) This assurance is given 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 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 financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that RECLAMATION shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the DISTRICT, its successors, transferees, and assignees.

you need further information, please contact Mr. Max Stodolski at the Durango Projects Office, telephone (303) 385-6530.

Sincerely,

Carol S. DeAngelis

**Carol DeAngelis
Regional Supervisor of
Water and Land Resources**

Enclosure

**bc: Bureau of Indian Affairs, Southern Ute Agency, PO Box 315, Ignacio CO 81137
(w/encl)**

**bcc: Projects Manager, Durango CO
Attention: DUR-100 (w/original encl)**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	Page of Pages 1 2
2. AMENDMENT/MODIFICATION NO. 001	3. EFFECTIVE DATE See Item 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Bureau of Reclamation Upper Colorado Region PO Box 11568 125 South State Street Salt Lake City UT 84138	CODE UC-455	7. ADMINISTERED BY (if other than Item 6) Bureau of Reclamation Durango Projects Office 835 East Second Avenue Durango, Colorado 81302-0640	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP code) Mr. Robert Witt, President Pine River Irrigation District 13029 County Road 501 Bayfield, CO 81122		(✓)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE		XXX	10A. MODIFICATION OF CONTRACT/ORDER NO. Contract No. 4-02-40-L4010
			10B. DATED (SEE ITEM 13) June 11, 1984

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change and offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Not Applicable

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign and return three copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
Project Title: Memorandum of Agreement Regarding the Development, Administration, Operation, and Maintenance of Certain Vallecito Reservoir Lands for Water-Based Recreation Purposes.

(Continued on Page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Warren J. Brown Superintendent	15B. CONTRACTOR/OFFEROR <i>Warren J. Brown</i> (Signature of person authorized to sign)	15C. DATE SIGNED 2/4/94	15D. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mr. Charles Calhoun, Regional Director	15E. UNITED STATES OF AMERICA BY <i>Rick L. Gold</i> (Signature of Contracting Officer)	16. DATE SIGNED 1-28-94
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Purpose of the Change:

The purpose of this modification is to clarify the purpose of the June 11, 1984 agreement.

Reservation of Funds

1. The June 11, 1984 Recreation Management Agreement does not change the terms of the 1953 Amendatory Repayment Contract nor the boundary of land and property required for operation and maintenance of project works as identified in Exhibit A, Drawing No. 191-400-49, of the 1953 Amendatory Repayment Contract.

2. The 1984 Recreation Management Agreement is solely for the purpose of water-based recreation management.