



United States Department of the Interior

BUREAU OF RECLAMATION
Great Plains Regional Office
P.O. Box 36900
Billings, MT 59107-6900

IN REPLY REFER TO:
GP-4100
WTR-4.03

APR 6 2015

Mr. Rick Brinkman
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

Subject: Transmittal of Executed Agreement Number 14XX650133 (Agreement) with the City of Grand Junction, Colorado-Big Thompson Project, Colorado

Dear Mr. Brinkman:

Enclosed is an executed original Agreement. We have also maintained an original Agreement for our files.

If you have any questions, please contact Tara Kinsey at 406-247-7650.

Sincerely,

For: L. Ann Petersen
Supervisory Repayment Specialist

Enclosure

ORIGINAL

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Colorado-Big Thompson Project, Colorado

MUNICIPAL RECREATION AGREEMENT
AMONG THE UNITED STATES,
THE TOWN OF PALISADE,
THE CITY OF GRAND JUNCTION, and
THE CITY OF FRUITA

THIS MUNICIPAL RECREATION AGREEMENT; hereinafter referred to as the Agreement, made this 2nd day of April, 2015, pursuant to the Act of June 17, 1902 (32 Stat. 388; 43 USC §391), and all Acts amendatory thereof or supplementary thereto, and more particularly pursuant to the Act of August 9, 1937 (50 Stat. 564, 595), which incorporates Senate Document 80, 75th Congress; and Section 9 (c)(2) of the Act of August 4, 1939 (53 Stat. 1187; 43 USC §485(h)) as amended and supplemented; among the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the Contracting Officer executing this Agreement; and the TOWN OF PALISADE, the CITY OF GRAND JUNCTION, and the CITY OF FRUITA, hereinafter referred to as the "Municipalities" or the "Contractors." The United States and the Municipalities are some sometimes referred to individually as "Party" and collectively as the "Parties."

WITNESSETH:

EXPLANATORY RECITALS

The following statements are made in explanation:

a. WHEREAS, Green Mountain Dam and Reservoir (Reservoir) were constructed as a feature of the Colorado-Big Thompson (C-BT) Project as recommended by the Secretary of the Interior and approved by the President on December 21, 1937, pursuant to Section 4 of the Act of June 25, 1910 (36 Stat. 835; 43 USC §§400, 413), and Subsection B of Section 4 of the Fact Finders' Act (Act of December 5, 1924 (43 Stat. 672, 702; 43 USC §412)). Green Mountain Reservoir is operated and maintained by the United States in accordance with Senate Document 80; the Act of August 9, 1937 (50 Stat. 564, 595), as decreed in the Consolidated Cases (Civil Action Nos. 2782, 5016, and 5017, and amendments thereof, United States District Court for the District of Colorado; the Operating Policy (Operating Policy) for Green Mountain Reservoir as published in the Federal Register on December 22, 1983, which became effective January 23, 1984, and as amended September 3, 1987, as published in the Federal Register on September 11, 1987, and the stipulated settlement of the Orchard Mesa Check Case (Case No. 91CW247, District Court Water Division No. 5, State of Colorado). Green Mountain Reservoir was authorized to provide water for the purposes specified in Senate Document 80; and

b. WHEREAS, prior to adoption of the Operating Policy, the Reservoir was historically operated to release water for replacement of out-of-priority depletions by the C-BT Project and for power generation purposes under the guidance of Senate Document 80. During the early 1980's, the Bureau of Reclamation was approached by West Slope water users to provide firm contract water from the Reservoir. Years of negotiation resulted in the adoption of the Operating Policy by Reclamation that provides for releases of water from the power pool to fully satisfy the water needs of irrigation and domestic users in western Colorado from water rights perfected by use on or before October 15, 1977. These water rights would have otherwise been curtailed in whole or in part by a legal call on the river. The amount of the releases is not to exceed 66,000 acre-feet (AF) which the Operating Policy states are adequate to satisfy irrigation and domestic uses so perfected. This 66,000 AF allocation from the power pool is commonly known as the Historic User Pool (HUP); and

c. WHEREAS, in addition to providing contract water, paragraph 8 of the Operating Policy provides that "Any stored water in excess thereof [i.e. Not required for other purposes listed in paragraphs 2 and 4 of the Operating Policy] may be disposed of" by agreement or contract; and

d. WHEREAS, in the early 1990's Reclamation's Eastern Colorado Area Office and Western Colorado Area Office became involved in the settlement of the Orchard Mesa Check Case on Reclamation's Grand Valley Project. As part of the stipulated settlement for the Orchard Mesa Check Case the Green Mountain Reservoir HUP Operating Criteria (Operating Criteria) was developed. Said Operating Criteria define specific terms and conditions for declaring and managing releases of water surplus to the needs of HUP beneficiaries; and

e. WHEREAS, paragraph 5.a. of the Stipulation and Agreement for Orchard Mesa Check Case states "HUP surplus water contracts will provide that HUP surplus water will be delivered to and through the Grand Valley Power Plant to the extent that there is capacity in the power canal and water is needed to produce power at the Grand Valley Power Plant, and that HUP surplus water contracts may provide for delivery of HUP surplus water to other locations and facilities to the extent that there is not capacity in the power canal or that water is not needed to produce power at the Grand Valley Power Plant"; and

f. WHEREAS, on July 14, 1999, Reclamation executed Agreement Number 9-07-60-W0769 (Check Case Agreement) with the Public Service Company of Colorado, the Orchard Mesa Irrigation District, and the Grand Valley Water Users Association to deliver the surplus water on an if-and-when available basis to generate hydroelectric power at the Grand Valley Power Plant. This Check Case Agreement satisfies the requirements in Paragraph 5.a. of the Stipulation and Agreement that require surplus water to be delivered to the Grand Valley Power Plant; and

g. WHEREAS, the Parties desire to satisfy the requirements in the Stipulation and Agreement that allows agreements/contracts to be executed to deliver surplus if-and-when water not needed to produce power at the Grand Valley Power Plant; and

h. WHEREAS, the Colorado River Recovery Program (Recovery Program) was established and signed in 1988 by Reclamation, Western Area Power Administration, the U.S. Fish and Wildlife Service (Service), and the States of Colorado, Utah, and Wyoming for the recovery of four endangered native fish species on the Upper Colorado River; and

i. WHEREAS, Reclamation is a signatory to the Recovery Implementation Program for Endangered Fish Species in the Upper Colorado Basin (RIP). As a signatory to the RIP, Reclamation agreed within its discretion to assist with recovery of these endangered fish; and

j. WHEREAS, in 1999 the Service issued a Final Programmatic Biological Opinion (PBO) covering the operations and water depletions of existing projects, including Reclamation projects. The PBO also covers funding and implementation of Recovery Program Actions in the Upper Colorado River above the Gunnison River. One of the action items listed in the PBO and in the Recovery Implementation Program Recovery Action Plan (RIPRAP) is the protection and delivery of the HUP Surplus Water to the reach of the Colorado River in the Grand Valley from its confluence with the Gunnison River upstream 15 miles to the Grand Valley Irrigation Company diversion dam (15-Mile Reach) for the endangered fish by execution of an Agreement; and

k. WHEREAS, the 15-Mile Reach has been designated by the RIP as critical habitat for two of the endangered fish covered by the RIP. The Service has established annual target flows under the Colorado River Recovery Program for the 15-Mile Reach of the Colorado River to assist with recovery of endangered fishes; and

l. WHEREAS, the Municipalities are duly formed municipal entities under the laws of the State of Colorado; and

m. WHEREAS, the Municipalities are working together to improve and planning to further improve the Colorado River between the Town of Palisade and the City of Fruita, and the Municipalities are agreeable to entering into this Agreement with Reclamation to enhance recreational uses and indirectly enhance flows for the endangered fish in the Colorado River between the existing locations of the Grand Valley Irrigation Company Diversion Dam to the Loma Boat Ramp; and

n. WHEREAS, the Municipalities understand that, while enhanced flows are made available for municipal recreational purposes they are also supportive of the mutual benefits to other purposes including endangered fish species habitat enhancement; and

o. WHEREAS, the United States recognizes the importance of making water available for Municipal Recreation purposes and the commensurate benefit to endangered fish species from the enhanced flows allowed under this Agreement; and

p. WHEREAS, there is support for enhancement of recreational uses in the 15-Mile Reach of the Colorado River; and

q. WHEREAS, the Municipalities have executed previous agreements with the United States which provided surplus water for non-consumptive recreation purposes in the Grand Valley for the years 2001 through 2014; and

r. WHEREAS, this agreement will continue to provide nonconsumptive If and When Water from Green Mountain Reservoir to the 15-Mile Reach water into the future; and

s. WHEREAS, pursuant to Colorado Revised Statutes (C.R.S.), Sections 37-92-301 and 501, the State Engineer and the Division Engineer are responsible for the administration and distribution of the waters of the State. Pursuant to Section 37-92-102(3), the Parties may call upon the Division 5 Engineer, Colorado State Division of Water Resources, to administer the delivery of If and When Water provided through this Agreement from Green Mountain Reservoir for non-consumptive municipal recreation uses in and adjacent to the 15-Mile Reach.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants hereinafter set forth, the Parties hereto agree as follows:

1. DEFINITIONS

Where used herein, unless specifically expressed otherwise or obviously inconsistent with the intent herein, the term:

A. "Contracting Officer" shall mean the Secretary of the Interior or a duly authorized representative.

B. "Division 5 Engineer" shall mean the Colorado State Division of Water Resources, Water Division 5, Division Engineer.

C. "HUP" shall mean the so-called "Historic Users Pool" defined as an allocation of up to 66,000 AF of water from the Green Mountain Reservoir power pool, as described in paragraphs 2 and 3 of the Operating Policy.

D. "HUP Beneficiaries" shall mean those persons or entities for whose benefit releases are made from the HUP pursuant to the Operating Policy.

E. "HUP Surplus Water" shall mean the amount of HUP water which, in accordance with paragraph 8 of the Operating Policy, is included in that portion of the stored water in the Green Mountain Reservoir in excess of that necessary to meet the objectives of paragraphs 2 and 4 of the Operating Policy, and which is determined pursuant to the procedures in the Operating Criteria to be available for releases to be made to meet the replacement and direct delivery needs of HUP beneficiaries. This water shall not exceed 66,000 AF annually.

F. "If and When Water" shall mean HUP Surplus Water provided pursuant to this Agreement on an interruptible basis if and when all of the following criteria are met: (1) if Reclamation, in consultation with other Managing Entities, determines that there is HUP Surplus

Water; and (2) if the needs for water for the purpose of generating hydroelectric power at the Grand Valley Power Plant have been satisfied.

G. "Managing Entities" shall mean Reclamation, and the following entities with whom Reclamation consults in managing releases of HUP Surplus water pursuant to the Operating Criteria: the Grand Valley Water Users Association; Orchard Mesa Irrigation District; Grand Valley Irrigation Company; Colorado Division of Water Resources; Colorado Water Conservation Board; and the Service.

H. "Operating Criteria" shall mean the Green Mountain Operating Criteria (Exhibit D to the Stipulation and Agreement), a copy of which is attached hereto as Exhibit A.

I. "Operating Policy" shall mean the Operating Policy for the Green Mountain Reservoir, C-BT Project, Colorado (Volume 48, No. 247, as published in the Federal Register December 22, 1983; as amended in Volume 52, No. 176, Federal Register September 11, 1987).

J. "Reservoir" shall mean the dam, reservoir and related facilities known as "Green Mountain Reservoir" as constructed and operated on the Blue River, a tributary of the Colorado River, in north-central Colorado, as a feature of the C-BT Project.

K. "Stipulation and Agreement" shall mean the Stipulation and Agreement entered into among the Parties in the Orchard Mesa Check Case (Case No. 91 CW247, District Court, Water Division No. 5, State of Colorado), a copy of which is attached hereto as Exhibit B.

Any other terms used within this Agreement which are defined in either the Stipulation and Agreement or the Operating Criteria shall have the meaning ascribed to them in those documents.

2. TERM OF MUNICIPAL RECREATION AGREEMENT

A. This Agreement becomes effective on the date executed and shall remain in effect through December 31, 2054, unless terminated sooner in accordance with the provisions of Article 8. or amended pursuant to Article 7. below.

B. The Municipalities will have the right to request that this Agreement be renewed upon mutually agreeable terms and conditions based on Federal Reclamation laws and policies in effect at the time.

3. PROVISION OF WATER AND RELEASE SCHEDULE

A. Water provided pursuant to this Agreement shall be If and When Water as defined in Article 1.G. above.

B. The amount of HUP Surplus Water will be determined by Reclamation in consultation with the Managing Entities following the procedures set forth in the Operating Criteria.

C. In accordance with Section 5.a. of the Stipulation and Agreement, HUP Surplus Water will first be delivered to the Grand Valley Power Plant. To the extent there is HUP Surplus Water in excess of the existing capacity and needs of the Grand Valley Power Plant, HUP Surplus Water may be released from the Reservoir pursuant to this Agreement.

D. Releases made pursuant to this Agreement shall not result in any water bypassing the Green Mountain Power Plant except that which may be released during periods when the Power Plant is not operating or released by exchange from other reservoirs.

E. Reclamation will inform the Municipalities of scheduled meetings of the Managing Entities so they may attend in person, by telephone, or otherwise and provide comment during the discussions.

F. The water will only be provided if HUP beneficiaries will not be impacted.

4. WATER SERVICE CHARGES

The release of If and When Water pursuant to this Agreement is a mutual benefit to the Parties, derived through cooperatively working with the Service to attempt to meet the Service's target flows for the 15-Mile Reach to assist with the recovery of the endangered fish and the non-consumptive municipal recreational benefits to the Municipalities. The Contracting Officer will not charge the Municipalities for the If and When Water made available pursuant to this Agreement.

5. MEASUREMENT AND DELIVERY

A. The delivery of If and When Water pursuant to this Agreement will be made into the Blue River at the outlet works of the Reservoir or by exchange with other sources of supply. All such exchanges shall be in accordance with state and Federal laws and regulations including, if required, approval by the Division 5 Engineer.

B. All delivery of If and When Water into the Blue River shall be subject to the limitations of the outlet capacity of the Reservoir. All If and When Water delivered under this Agreement shall be measured at the outlet works of the Reservoir from which it is provided with equipment furnished, operated, and maintained by the United States. The United States shall not be responsible for the control, carriage, use, handling, or distribution of water delivered beyond the outlet works of the Reservoir or other point of release. This Agreement provides If and When Water, and in no event shall any liability accrue against the United States or any of its officers, agents or employees for any damage, direct or indirect, arising from shortage of water service on account of operation, drought, or any other causes.

C. It is understood that all If and When Water released by Reclamation pursuant to this Agreement, less transit losses, as measured at the Palisade Gauge, is to be delivered and protected by the Division 5 Engineer to and through the reach of the Colorado River extending from the existing locations of the Grand Valley Irrigation Company Diversion Dam (located in

the NE1/4 of the NE1/4 of Section 3, T1S, R2E, Ute Principal Meridian) to the Loma Boat Ramp (located in the SW1/4 of the NW1/4 of Section 10, T1N, R3W, Ute Principal Meridian).

6. USE OF WATER

A. If and When Water made available pursuant to this Agreement shall be used by the Municipalities for non-consumptive municipal recreation purposes.

B. If and When Water made available pursuant to this Agreement shall not be diverted by the Municipalities from the Colorado River.

C. Water made available pursuant to this Agreement does not constitute a firm supply, but rather an if and when supply. It is explicitly recognized that there will be times when If and When Water is not available due to hydrologic or other conditions as determined by Reclamation, in consultation with the Managing Entities. Reclamation will coordinate the timing and amount of releases with the Service.

D. The Municipalities agree that the provision of this water is if and when and shall not be used to obtain direct economic benefits from the release and delivery of this water for municipal recreation purposes. Instead, the benefits to the Municipalities would result from incremental additional visitations to recreation areas along the Colorado River. Each of the Municipalities has or will be developing recreation amenities along the Colorado River.

E. No lease, sale, donation, transfer, exchange, or other disposition of any of the water provided pursuant to this Agreement may be made.

7. AMENDMENT

This Agreement may be amended only by a fully executed written agreement by the Parties. Any request to amend this Agreement shall be given in the same manner as provided in Article 10. below.

8. TERMINATION

A. The Contracting Officer may terminate this Agreement at any time upon providing 60 calendar days notice.

B. The Municipalities collectively may terminate this Agreement at any time upon providing 60 calendar days notice.

C. Any one of the Municipalities may individually withdraw from this Agreement at any time upon providing 60 calendar days notice. Upon such 60 day notice by a municipality, the Agreement between the United States and such municipality shall terminate as to that municipality. Such termination shall not be considered an amendment of the Agreement under Article 8. If one or two of those municipalities so withdraw, this Agreement shall remain in full force and effect as to those Municipalities remaining.

9. **SEVERABILITY**

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall 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 fundamental benefits afforded the Parties by this Agreement to become unavailable or materially altered.

STANDARD ARTICLES

10. **NOTICES**

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

Regional Director
Great Plains Region
Bureau of Reclamation
P.O. Box 36900
Billings, MT 59107-6900

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

Town of Palisade
P.O. Box 128
Palisade, CO 81526-0128

City of Grand Junction
Attn: Utilities Director
250 N. Fifth St.
Grand Junction, CO 81501

City of Fruita
325 E. Aspen
Fruita, CO 81521

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.

11. 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 Contractors from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

12. OFFICIALS NOT TO BENEFIT

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

13. CHANGES IN CONTRACTORS' ORGANIZATION

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

14. ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNORS 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.

15. BOOKS, RECORDS, AND REPORTS

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 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.

16. 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 provisions, the laws of the United States and

the State of Colorado, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractors.

17. PROTECTION OF WATER AND AIR QUALITY

A. Project facilities used to make available and deliver water to the Contractors shall be operated and maintained in the most practical manner to maintain the quality of the water at the highest level possible as determined by the Contracting Officer: *Provided, That* the United States does not warrant the quality of the water delivered to the Contractors and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractors.

B. The Contractors shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Colorado; and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractors; and shall 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 Contractors facilities or project water provided by the Contractors within the Contractors' Project Water Service Area.

C. This article shall not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractors agree as follows:

A. The Contractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractors 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, disability, 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 for training, including apprenticeship. The Contractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

B. The Contractors will, in all solicitations or advertisements for employees placed by or on behalf of the Contractors, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

C. The Contractors 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 the Contracting Officer, advising the labor union or workers' representative of the Contractors' commitments under section 202 of Executive Order 11246 of September 24, 1965

(EO 11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractors will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractors will furnish all information and reports required by EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractors' noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractors may be declared ineligible for further Government contracts in accordance with procedures authorized in EO 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractors will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of EO 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractors 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 Contractors becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractors may request that the United States enter into such litigation to protect the interests of the United States.

19. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

A. The Contractors 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 Contractors agree 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 Contractors make 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 Contractors 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 Contractors recognize and agree 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.

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

20. 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 Contractors pursuant to this Contract. In the event the Contracting Officer determines that a condition of shortage appears probable, the Contracting Officer will notify the Contractors of said determination as soon as practicable.

B. If there is a condition of shortage because of errors in physical operations of the Project, drought, other physical 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.

IN WITNESS WHEREOF, the Parties hereto have signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

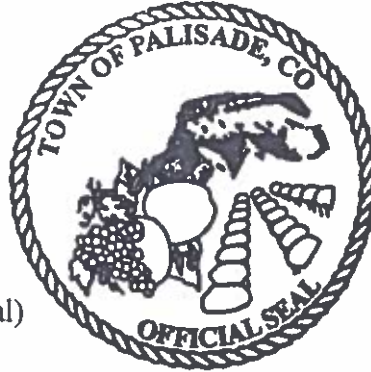
For



Michael J. Ryan
Regional Director

TOWN OF PALISADE

By: *Boyer L. Charvat*
Title: Mayor



ATTEST:

Judith Chikwood
Secretary

(seal)

DUPLICATE ORIGINAL

Agreement No. 14XX650133

CITY OF GRAND JUNCTION

By: Benjamin Norris
Title: Mayor

ATTEST:

Stephanie Yun (seal)
Secretary



DUPLICATE COPY

Agreement No. 14XX650133

CITY OF FRUITA

By: 
Title: Mayor

ATTEST:

 (seal)
Secretary CITY CLERK
MARGARET SELL