

(RO-062976)

**TEMPORARY WATER SUPPLY CONTRACT
BETWEEN THE
UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
AND THE
POJOAQUE VALLEY IRRIGATION DISTRICT**

THIS CONTRACT, made this 29th day of June 1976, between the UNITED STATES OF AMERICA, hereinafter styled the "United States," acting through the Regional Director, Southwest Region, Bureau of Reclamation, referred to as the "Contracting Officer," and pursuant to the Federal Reclamation Laws, all as amended or supplemented, and the POJOAQUE VALLEY IRRIGATION DISTRICT, hereinafter styled the "District," having its principal office in the town of Pojoaque, State of New Mexico.

WITNESSETH THAT:

WHEREAS, by contract No. 14-06-500-1986, dated October 30, 1972, the United States and the District have contracted for participation by the District in the San Juan-Chama Reclamation Project to secure an additional or supplemental supply of water; and

WHEREAS, the Contracting Officer representing the United States may under Reclamation Law, in pursuance of the object for which the project is being built, provide for the use of water during construction when determined to be available and such use is not incompatible with the purpose of the project; and

WHEREAS, current water supply forecasts indicate there will be a serious shortage of water available to the District from usual sources during the irrigation season of calendar year 1976;

NOW, THEREFORE, the parties hereto agree as follows:

1. The United States will deliver up to 1,030 acre-feet of San Juan-Chama Project water during the irrigation season of calendar year 1976 to the District in such quantities and at such time or times as may be requested in writing by the District. Said water to be measured and delivered at the outlet works of Nambe Dam.

2. Water released from the outlet works of Nambe Dam as provided in Article 1 shall be paid for by the District within

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30 days after the final release of water for each requested delivery at the rate of \$1.50 per acre-foot of water requested and released.

3. The United States makes no warranty as to quality of the water delivered to the District under this contract.

4. Nothing herein is intended to conflict with, change, or affect any contract heretofore made by the United States with its contractors for a water supply from the San Juan-Chama Project.

5. The District shall hold the United States harmless from responsibility or liability resulting from its failure or inability to deliver water as herein contemplated.

6. This contract shall be effective upon execution and shall continue through October 31, 1976.

7. 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.

8. This contract is not assignable by the District.


IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as of the day and year first hereinabove written.

UNITED STATES OF AMERICA

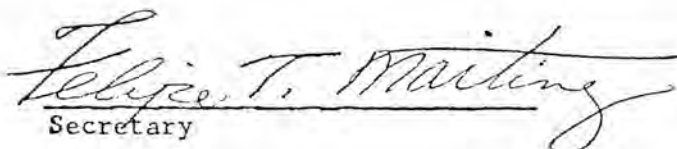
By 

Contracting Officer

POJOAQUE VALLEY IRRIGATION DISTRICT

By 
President

Attest:


Secretary