

**A G R E E M E N T**  
- - - - -

**AGREEMENT CONCERNING THE MAINTENANCE AND OPERATION OF WORKS  
CONSTRUCTED ON FEDERAL RECLAMATION PROJECTS BY FORCES OF THE  
CIVILIAN CONSERVATION CORPS OF THE UNITED STATES**

THIS AGREEMENT, made and entered into this 7th day of February, 1940, by and between the NEW YORK Irrigation District, hereinafter called the "District", party of the first part, and the United States of America, hereinafter referred to as the "United States", represented by the contracting officer of the Bureau of Reclamation, Department of the Interior, assenting this agreement, party of the second part.

**WITNESSETH:**

**WHEREAS:** The Civilian Conservation Corps of the United States is engaged, under the supervision of the Bureau of Reclamation, Department of the Interior, on a program of improvement and rehabilitation of the Boise Reclamation Project.

**NOW, THEREFORE,** it is agreed, that, in consideration of the benefits accruing to the District from the aforementioned activities of the Civilian Conservation Corps, all provisions for the operation and maintenance of the transferred works, included in the contract executed September 27, 1926, between the District and the United States, shall be considered applicable, without reservation, to any works heretofore or hereafter constructed, improved or rehabilitated by Civilian Conservation Corps forces for the irrigation and development of the land of the Boise Federal Reclamation Project; Provided, however, that nothing herein shall be so construed as to require said irrigation district to pay any portion of the cost of labor performed by the CCC forces in said construction, improvement, or rehabilitation.

**IT IS FURTHER AGREED,** that the District shall hold the United States, its assigns, officers, agents, employees and CCC enrollees harmless as to any and all damage which may accrue either within or without the limits of the District, not only on account of the care, operation and maintenance of the works completed, but because of failure to complete, for any reason, works begun by forces of the Civilian Conservation Corps of the United States for the irrigation and development of lands of the Boise Reclamation Project.

No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom. Nothing, however, herein contained shall be

construed to extend to this agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By R. J. NEWELL  
Regional Director, U. S. G.

NEW YORK IRRIGATION DISTRICT

By J. M. LAMPERT  
President

(Seal)  
Attest:

Chas. L. King  
Secretary

Pursuant to authority granted by resolution of the Board of Directors dated February 6, 1940, certified copy of which is attached.

**RESOLUTION**

**RESOLUTION SIGNIFYING ACTION TAKEN BY THE BOARD OF DIRECTORS  
OF THE NEW YORK IRRIGATION DISTRICT  
AT A MEETING HELD February 6, 1940**

**CONCERNING THE MAINTENANCE AND OPERATION OF WORKS CONSTRUCTED BY FORCES  
OF THE  
CIVILIAN CONSERVATION CORPS OF THE UNITED STATES**

**WHEREAS:** The Civilian Conservation Corps of the United States is engaged, under the supervision of the Bureau of Reclamation, of the Department of the Interior, on a program of improvement and rehabilitation of the Boise Reclamation Project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the New York Irrigation District that it is the sense of this Board (1) that the work of the forces of the Civilian Conservation Corps, in or towards the improvement and rehabilitation of the Boise Reclamation Project, constitutes a desirable betterment, and (2) that all provisions for the operation and maintenance of the transferred works included in the contract executed September 27, 1926, between the District and the United States, should be considered applicable, without reservation, to any works heretofore or hereafter constructed, improved or rehabilitated by CCC forces for the irrigation and development of lands of the Boise Federal Reclamation Project; Provided, however, that nothing herein shall be so construed as to require said irrigation district to pay any portion of the cost of labor performed by the CCC forces in said construction, improvement, or rehabilitation.

**BE IT FURTHER RESOLVED** that the President of this District be authorized to enter into a contract with the United States for the foregoing purpose and by which this District should hold the United States, its assigns, officers, agents, employees, and CCC enrollees, harmless as to any and all damage, which may accrue either within or without the limits of the District not only on account of the care, operation and maintenance of the works completed but because of failure to complete, for any reason, works begun by the forces of the Civilian Conservation Corps of the United States for the irrigation and development of lands of the Boise Reclamation Project.

J. M. Lampert

President

(Seal)

Attest:

Chas. L. King

Secretary