

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

YUMA PROJECT

AMENDATORY CONTRACT WITH CITY OF YUMA
FOR DELIVERY OF COLORADO RIVER WATER

1. PREAMBLE: THIS AMENDATORY CONTRACT, hereinafter called "Amendment No. 6" made this ____ day of _____, 2020, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), particularly pursuant to the Acts of Congress dated February 25, 1920 (41 Stat. 451), and December 21, 1928 (45 Stat. 1057), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," and the CITY OF YUMA, a municipal corporation organized under the laws of the State of Arizona, hereinafter referred to as the "City"; are each individually sometimes hereinafter called "Party" and sometimes collectively called "Parties";

WITNESSETH THAT:

2. EXPLANATORY RECITALS:

2.1 WHEREAS, the United States has constructed certain works known as and designated the Yuma Project, hereinafter referred to as the "Project," a portion of which is situated in the State of Arizona and commonly known as and designated the "Valley Division," and the other portion being situated in the State of California and commonly known as and designated the "Reservation Division;"

2.2 WHEREAS, Colorado River water for the Project is diverted at Imperial Dam and transported by the Imperial Irrigation District, hereinafter referred to as "IID," through the All-American Canal and delivered to the Yuma County Water Users' Association, hereinafter

March 27, 2020

referred to as “Association” at the Yuma Main Canal turnout pursuant to Contract No. Ilr-747 dated December 1, 1932;

2.3 WHEREAS, the Parties entered into Contract No. 14-06-W-106, dated November 12, 1959, hereinafter referred to as the “1959 Contract,” which provided, among other things, for the delivery of not in excess of 50,000 acre-feet per calendar year of Colorado River water to the City for domestic use at a delivery point in the Colorado River immediately below the downstream edge of the California Sluiceway at Imperial Dam;

2.4 WHEREAS, the Parties and the Association entered into Amendment No. 1 to the 1959 Contract, dated December 14, 1977, for a term of 25 years commencing October 1, 1977, which provided, among other things, for delivery of the City’s Colorado River water entitlement by the Association through the Project’s facilities to a point on the Arizona side of the Colorado River at the Colorado River Siphon outlet, immediately adjacent to the City’s Main Street Water Treatment Facility;

2.5 WHEREAS, the term of Amendment No. 1 to the 1959 Contract commencing from October 1, 1977, has been extended on two occasions, first from 25 years to 35 years, by Amendment No. 3, dated January 8, 2008, and second from 35 years to 40 years, ending October 1, 2017, by Amendment No. 5, dated August 16, 2016;

2.6 WHEREAS, the Parties agree it is mutually advantageous for the term of Amendment No. 5 to be revised from 40 years to 50 years, commencing October 1, 1977 and ending October 1, 2027, or such date as otherwise agreed to in writing by the Parties;

2.7 WHEREAS, water for delivery to the City is transported by IID through the All-American Canal, and therefore, pursuant to the Act of February 25, 1920, IID has formally acknowledged this Amendment No. 6 by letter dated Month Day Year; and

2.8 WHEREAS, water for delivery to the City is transported by the Association through the Yuma Main Canal, and therefore, pursuant to the Act of February 25, 1920, the Association has formally acknowledged this Amendment No. 6 by letter dated Month Day Year.

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NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

3. AMENDMENT TO CONTRACT ARTICLE: Inasmuch as the Parties desire to extend the term of Amendment No. 5 to the 1959 Contract from 40 to 50 years, Article 3 of Amendment No. 5 (which amends Article 9 of Amendment 1 to the 1959 Contract) is hereby deleted and replaced with the following:

“9. The term of this Contract shall be for a period of 50 years, commencing October 1, 1977 and ending on October 1, 2027, or such date as otherwise agreed to in writing by the Parties.”

4. EFFECTIVE DATE: The effective date of this Amendment No. 6 is October 1, 2017.

5. PROVISIONS OF WATER DELIVERY CONTRACT TO REMAIN EFFECTIVE: Except as expressly modified herein, the provisions of the 1959 Contract, as amended and supplemented, shall remain operative and binding.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 6 to the 1959 Contract, as amended and supplemented, the day and year first written above.

Approved as to Legal Sufficiency:

THE UNITED STATES OF AMERICA

By: _____
Attorney-Advisor
Office of the Solicitor

By: _____
Regional Director
Interior Region 8
Lower Colorado Basin
Bureau of Reclamation

ATTEST:

CITY OF YUMA

By: _____
Lynda L. Bushong
City Clerk

By: _____
Philip A. Rodriguez
City Administrator

March 27, 2020

Approved as to form:

By: _____
Richard W. Files
City Attorney