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4 UNITED STATES
5 DEPARTMENT OF THE INTERIOR
6 BUREAU OF RECLAMATION

7 YUMA PROJECT

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

10 1. PREAMBLE: THIS AMENDATORY CONTRACT, hereinafter called "Amendment
11 No. 6" made this ____ day of _____, 2020, pursuant to the Act of Congress approved
12 June 17, 1902 (32 Stat. 388), particularly pursuant to the Acts of Congress dated February 25,
13 1920 (41 Stat. 451), and December 21, 1928 (45 Stat. 1057), and acts amendatory thereof or
14 supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter referred to as
15 the "United States," and the CITY OF YUMA, a municipal corporation organized under the
16 laws of the State of Arizona, hereinafter referred to as the "City"; are each individually
17 sometimes hereinafter called "Party" and sometimes collectively called "Parties";

18 WITNESSETH THAT:

19 2. EXPLANATORY RECITALS:

20 2.1 WHEREAS, the United States has constructed certain works known as and
21 designated the Yuma Project, hereinafter referred to as the "Project," a portion of which is
22 situated in the State of Arizona and commonly known as and designated the "Valley Division,"
23 and the other portion being situated in the State of California and commonly known as and
24 designated the "Reservation Division;"

25 2.2 WHEREAS, Colorado River water for the Project is diverted at Imperial Dam and
26 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

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

3 2.3 WHEREAS, the Parties entered into Contract No. 14-06-W-106, dated
4 November 12, 1959, hereinafter referred to as the “1959 Contract,” which provided, among other
5 things, for the delivery of not in excess of 50,000 acre-feet per calendar year of Colorado River
6 water to the City for domestic use at a delivery point in the Colorado River immediately
7 below the downstream edge of the California Sluiceway at Imperial Dam;

8 2.4 WHEREAS, the Parties and the Association entered into Amendment No. 1 to the
9 1959 Contract, dated December 14, 1977, for a term of 25 years commencing October 1, 1977,
10 which provided, among other things, for delivery of the City’s Colorado River water entitlement
11 by the Association through the Project’s facilities to a point on the Arizona side of the Colorado
12 River at the Colorado River Siphon outlet, immediately adjacent to the City’s Main Street Water
13 Treatment Facility;

14 2.5 WHEREAS, the term of Amendment No. 1 to the 1959 Contract commencing
15 from October 1, 1977, has been extended on two occasions, first from 25 years to 35 years, by
16 Amendment No. 3, dated January 8, 2008, and second from 35 years to 40 years, ending
17 October 1, 2017, by Amendment No. 5, dated August 16, 2016;

18 2.6 WHEREAS, the Parties agree it is mutually advantageous for the term of
19 Amendment No. 5 to be revised from 40 years to 50 years, commencing October 1, 1977 and
20 ending October 1, 2027, or such date as otherwise agreed to in writing by the Parties;

21 2.7 WHEREAS, water for delivery to the City is transported by IID through the All-
22 American Canal, and therefore, pursuant to the Act of February 25, 1920, IID has formally
23 acknowledged this Amendment No. 6 by letter dated **Month Day Year**; and

24 2.8 WHEREAS, water for delivery to the City is transported by the Association
25 through the Yuma Main Canal, and therefore, pursuant to the Act of February 25, 1920, the
26 Association has formally acknowledged this Amendment No. 6 by letter dated **Month Day Year**.

March 27, 2020

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

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

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

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

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

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

16

17 Approved as to Legal Sufficiency:

THE UNITED STATES OF AMERICA

18

19 By: _____

By: _____

20 Attorney-Advisor
Office of the Solicitor

Regional Director
Interior Region 8
Lower Colorado Basin
Bureau of Reclamation

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23 ATTEST:

CITY OF YUMA

24

25 By: _____

By: _____

26 Lynda L. Bushong
City Clerk

Philip A. Rodriguez
City Administrator

March 27, 2020

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Approved as to form:

By: _____
Richard W. Files
City Attorney