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¹ Titles abbreviated.

² Appended courtesy of Papers of Delph E. Carpenter and Family, Water Resources Archive, Colorado State University.

³ Appended courtesy of History and Archives Division, Arizona State Library, Archives and Public Records, Governor Sidney P. Osborn, February 9, 1944, Box 118E, Folder 14, Contract for Delivery of Water, Boulder Canyon Project, RG1 Governor's Files.

⁴ Representative original executed by MWD. Each party separately ratified the agreement, with PVID including a reservation of right with its ratification. A copy of PVID's original is included among the supplemental documents on the DVD accompanying this volume.

⁵ Reprinted from *The Hoover Dam Documents 1948*.

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⁶ Title II was later amended.

No. 6227

United States of America



DEPARTMENT OF STATE

To all to whom these presents shall come, Greeting:

I Certify That the document annexed is a true copy of the "Colorado River Compact," signed 24th November, 1922, at the City of Santa Fe, New Mexico, the original of which is on file in this Department.

In testimony whereof I, Charles E. Hughes

Secretary of State, have hereunto caused the Seal of the Department of State to be affixed and my name subscribed by the Chief Clerk of the said Department, at the City of Washington, this twenty-second day of December, 1922.

Charles E. Hughes
Secretary of State.
By Paul Davis
Chief Clerk.

C O L O R A D O R I V E R C O M P A C T

The States of Arizona, California,
Colorado, Nevada, New Mexico, Utah and Wyoming,
having resolved to enter into a compact under the
the
Act of Congress of the United States of America
approved August 19, 1921 (42 Statutes at Large,
Page 171) and the Acts of the Legislatures of the
said States, have through their Governors appointed
as their Commissioners:

W. S. Norviel	for the State of Arizona
W. F. McClure	for the State of California
Delph E. Carpenter	for the State of Colorado
J. G. Scrugham	for the State of Nevada
Stephen B. Davis, Jr.	for the State of New Mexico
R. E. Caldwell	for the State of Utah
Frank C. Emerson	for the State of Wyoming

who, after negotiations participated in by Herbert
Hoover appointed by The President as the representa-
tive of the United States of America, have agreed upon
the following articles:

ARTICLE I

The major purposes of this compact are to provide for the equitable division and apportionment of the use of the waters of the Colorado River System; to establish the relative importance of different beneficial uses of water; to promote interstate comity; to remove causes of present and future controversies; and to secure the expeditious agricultural and industrial development of the Colorado River Basin, the storage of its waters and the protection of life and property from floods. To these ends the Colorado River Basin is divided into two Basins, and an apportionment of the use of part of the water of the Colorado River System is made to each of them with the provision that further equitable apportionments may be made.

ARTICLE II

As used in this compact:-

(a) The term "Colorado River System" means that portion of the Colorado River and its tributaries within the United States of America.

(b) The term "Colorado River Basin" means all of the drainage area of the Colorado River System and all other territory within the United States of America to which the waters of the Colorado River System shall be beneficially applied.

(c) The term "States of the Upper Division" means the States of Colorado, New Mexico, Utah and Wyoming.

(d) The term "States of the Lower Division" means the States of Arizona, California and Nevada.

(e) The term "Lee Ferry" means a point in the main stream of the Colorado River one mile below the mouth of the Paria River.

(f) The term "Upper Basin" means those parts of the States of Arizona, Colorado, New Mexico, Utah and Wyoming within and from which waters naturally drain into the Colorado River System above Lee Ferry, and also all parts of said States located without the drainage area of the Colorado River System which are now or shall hereafter be beneficially served by waters diverted from the System above Lee Ferry.

(g) The term "Lower Basin" means those parts of the States of Arizona, California, Nevada, New Mexico and Utah within and from which waters naturally drain into the Colorado River System below Lee Ferry, and also all parts of said States located without the drainage area of the Colorado River System which are now or shall hereafter be beneficially served by waters diverted from the System below Lee Ferry.

(h) The term "domestic use" shall include the use of water for household, stock, municipal, mining, milling, industrial and other like purposes, but shall exclude the generation of electrical power.

ARTICLE III

(a) There is hereby apportioned from the Colorado River System in perpetuity to the Upper Basin and to the Lower Basin respectively the exclusive beneficial consumptive use of 7,500,000 acre feet of water per annum, which shall include all water necessary for the supply of any rights which may now exist.

(b) In addition to the apportionment in paragraph (a), the Lower Basin is hereby given the right to increase its beneficial consumptive use of such waters by one million acre feet per annum.

(c) If, as a matter of international comity, the United States of America shall hereafter recognize in the United States of Mexico any right to the use of any waters of the Colorado River System, such waters shall be supplied first from the waters which are surplus over and above the aggregate of the quantities specified in paragraphs (a) and (b); and if such surplus shall prove insufficient for this purpose, then, the burden of such deficiency shall be equally borne by the Upper Basin and the Lower Basin, and whenever necessary the States of the Upper Division shall deliver at Lee Ferry water to supply one-half of the deficiency so recognized in addition to that provided in paragraph (d).

(d) The States of the Upper Division will not cause the flow of the river at Lee Ferry to be depleted

below an aggregate of 75,000,000 acre feet for any period of ten consecutive years reckoned in continuing progressive series beginning with the first day of October next succeeding the ratification of this compact.

(e) The States of the Upper Division shall not withhold water, and the States of the Lower Division shall not require the delivery of water, which cannot reasonably be applied to domestic and agricultural uses.

(f) Further equitable apportionment of the beneficial uses of the waters of the Colorado River System unapportioned by paragraphs (a), (b) and (c) may be made in the manner provided in paragraph (g) at any time after October first, 1963, if and when either Basin shall have reached its total beneficial consumptive use as set out in paragraphs (a) and (b).

(g) In the event of a desire for a further apportionment as provided in paragraph (f) any two signatory States, acting through their Governors, may give joint notice of such desire to the Governors of the other signatory States and to The President of the United States of America, and it shall be the duty of the Governors of the signatory States and of The President of the United States of America forthwith to appoint representatives, whose duty it shall be to divide and apportion equitably between the Upper Basin and Lower Basin the beneficial use of the unapportioned water of the Colorado River System as mentioned in paragraph (f), subject to the legislative ratification of the signatory States and the Congress of the United States of America.

ARTICLE IV

(a) Inasmuch as the Colorado River has ceased to be navigable for commerce and the reservation of its waters for navigation would seriously limit the development of its Basin, the use of its waters for purposes of navigation shall be subservient to the uses of such waters for domestic, agricultural and power purposes. If the Congress shall not consent to this paragraph, the other provisions of this compact shall nevertheless remain binding.

(b) Subject to the provisions of this compact, water of the Colorado River System may be impounded and used for the generation of electrical power, but such impounding and use shall be subservient to the use and consumption of such water for agricultural and domestic purposes and shall not interfere with or prevent use for such dominant purposes.

(c) The provisions of this article shall not apply to or interfere with the regulation and control by any State within its boundaries of the appropriation, use and distribution of water.

ARTICLE V

The chief official of each signatory State charged with the administration of water rights, together with the Director of the United States Reclamation Service and the Director of the United States Geological Survey shall cooperate, ex-officio:

(a) To promote the systematic determination and co-ordination of the facts as to flow, appropriation, consumption and use of water in the Colorado River Basin, and the interchange of available information in such matters.

(b) To secure the ascertainment and publication of the annual flow of the Colorado River at Lee Ferry.

(c) To perform such other duties as may be assigned by mutual consent of the signatories from time to time.

ARTICLE VI

Should any claim or controversy arise between any two or more of the signatory States: (a) with respect to the waters of the Colorado River System not covered by the terms of this compact; (b) over the meaning or performance of any of the terms of this compact; (c) as to the allocation of the burdens incident to the performance of any article of this compact or the delivery of waters as herein provided; (d) as to the construction or operation of works within the Colorado River Basin to be situated in two or more States, or to be constructed in one State for the benefit of another State; or (e) as to the diversion of water in one State for the benefit of another State; the Governors of the States affected, upon the request of one of them, shall forthwith appoint Commissioners with power to consider and adjust such claim or controversy, subject to ratification by the Legislatures of the States so affected.

Nothing herein contained shall prevent the adjustment of any such claim or controversy by any present method or by direct future legislative action of the interested States.

ARTICLE VII

Nothing in this compact shall be construed as affecting the obligations of the United States of America to Indian tribes.

ARTICLE VIII

Present perfected rights to the beneficial use of waters of the Colorado River System are unimpaired by this compact. Whenever storage capacity of 5,000,000 acre feet shall have been provided on the main Colorado River within or for the benefit of the Lower Basin, then claims of such rights, if any, by appropriators or users of water in the Lower Basin against appropriators or users of water in the Upper Basin shall attach to and be satisfied from water that may be stored not in conflict with Article III.

All other rights to beneficial use of waters of the Colorado River System shall be satisfied solely from the water apportioned to that Basin in which they are situate.

ARTICLE IX

Nothing in this compact shall be construed to limit or prevent any State from instituting or maintaining any action or proceeding, legal or equitable for the protection of any right under this compact or the enforcement of any of its provisions.

ARTICLE X

This compact may be terminated at any time by the unanimous agreement of the signatory States. In the event of such termination all rights established under it shall continue unimpaired.

ARTICLE XI

This compact shall become binding and obligatory when it shall have been approved by the Legislatures of each of the signatory States and by the Congress of the United States. Notice of approval by the Legislatures shall be given by the Governor of each

signatory State to the Governors of the other signatory States and to the President of the United States, and the President of the United States is requested to give notice to the Governors of the signatory States of approval by the Congress of the United States.

IN WITNESS WHEREOF, the Commissioners have signed this compact in a single original, which shall be deposited in the archives of the Department of State of the United States of America and of which a duly certified copy shall be forwarded to the Governor of each of the signatory States.

DONE at the City of Santa Fe, New Mexico, this twenty-fourth day of November, A. D. One Thousand Nine Hundred and Twenty-two.

(Signed) W. S. Norviel

(Signed) W. F. McClure

(Signed) Delph E. Carpenter

(Signed) J. G. Scrugham

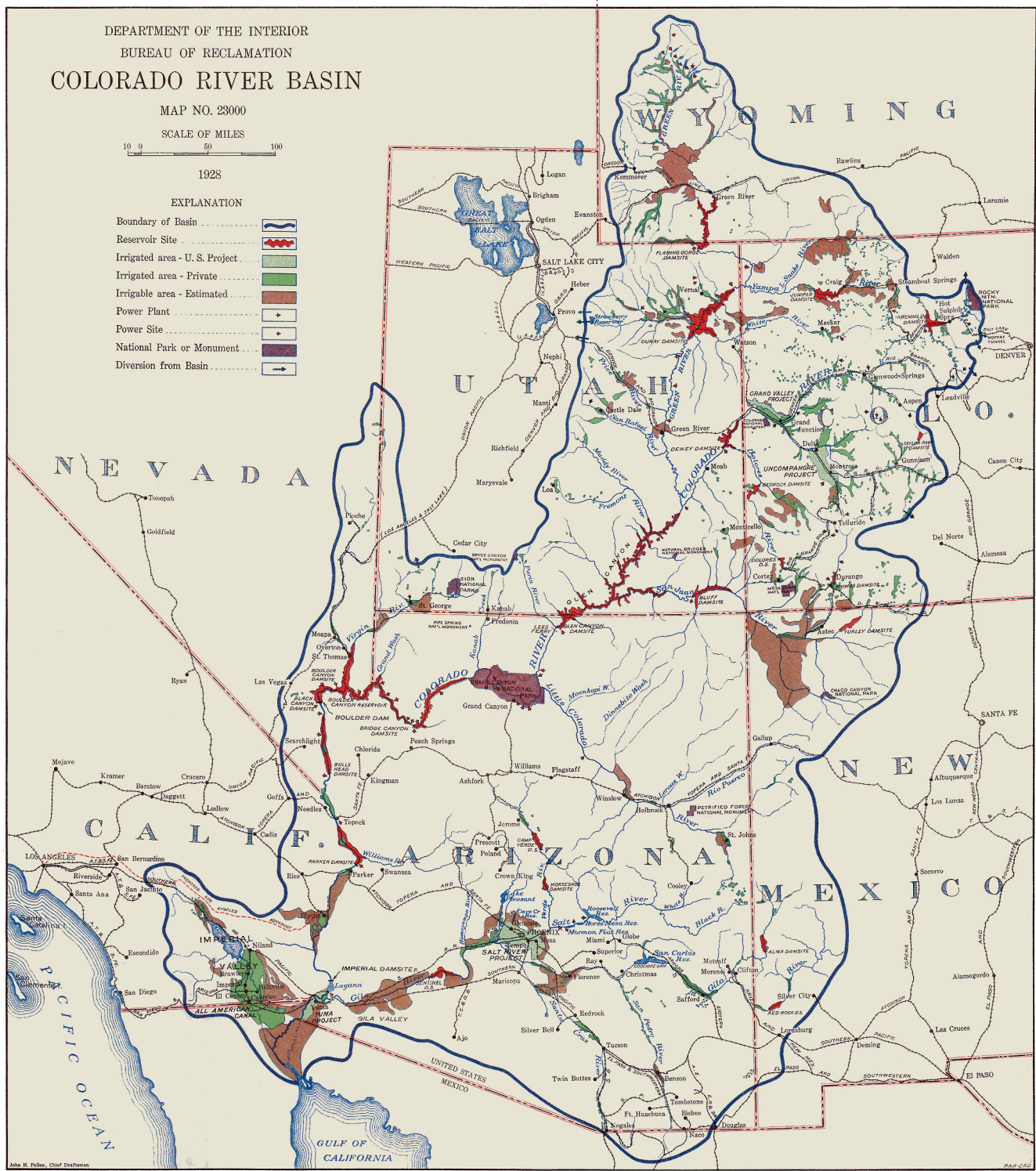
(Signed) Stephen B. Davis, Jr.

(Signed) R. E. Caldwell

(Signed) Frank C. Emerson

APPROVED:

(Signed) Herbert Hoover.



Upper Colorado River Basin Compact

Entered Into By The States of

ARIZONA
COLORADO
NEW MEXICO
UTAH
WYOMING

SANTA FE, NEW MEXICO

OCTOBER 11, 1948

UPPER COLORADO RIVER BASIN COMPACT

The State of Arizona, the State of Colorado, the State of New Mexico, the State of Utah and the State of Wyoming, acting through their Commissioners,

Charles A. Carson for the State of Arizona,

Clifford H. Stone for the State of Colorado,

Fred E. Wilson for the State of New Mexico,

Edward H. Watson for the State of Utah and

L. C. Bishop for the State of Wyoming,

after negotiations participated in by Harry W. Bashore, appointed by the President as the representative of the United States of America, have agreed, subject to the provisions of the Colorado River Compact, to determine the rights and obligations of each signatory State respecting the uses and deliveries of the water of the Upper Basin of the Colorado River, as follows:

ARTICLE I

(a) The major purposes of this Compact are to provide for the equitable division and apportionment of the use of the waters of the Colorado River System, the use of which was apportioned in perpetuity to the Upper Basin by the Colorado River Compact; to establish the obligations of each State of the Upper Division with respect to the deliveries of water required to be made at Lee Ferry by the Colorado River Compact; to promote interstate comity; to remove causes of

present and future controversies; to secure the expeditious agricultural and industrial development of the Upper Basin, the storage of water and to protect life and property from floods.

(b) It is recognized that the Colorado River Compact is in full force and effect and all of the provisions hereof are subject thereto.

ARTICLE II

As used in this Compact:

(a) The term "Colorado River System" means that portion of the Colorado River and its tributaries within the United States of America.

(b) The term "Colorado River Basin" means all of the drainage area of the Colorado River System and all other territory within the United States of America to which the waters of the Colorado River System shall be beneficially applied.

(c) The term "States of the Upper Division" means the States of Colorado, New Mexico, Utah and Wyoming.

(d) The term "States of the Lower Division" means the States of Arizona, California and Nevada.

(e) The term "Lee Ferry" means a point in the main stream of the Colorado River one mile below the mouth of the Paria River.

(f) The term "Upper Basin" means those parts of the States of Arizona, Colorado, New Mexico, Utah and Wyoming within and from which waters naturally drain into the Colorado River System above Lee Ferry, and also all parts of said States located without the drainage area of the Colorado River System which are now or shall hereafter be beneficially served by waters diverted from the Colorado River

System above Lee Ferry.

(g) The term "Lower Basin" means those parts of the States of Arizona, California, Nevada, New Mexico and Utah within and from which waters naturally drain into the Colorado River System below Lee Ferry, and also all parts of said States located without the drainage area of the Colorado River System which are now or shall hereafter be beneficially served by waters diverted from the Colorado River System below Lee Ferry.

(h) The term "Colorado River Compact" means the agreement concerning the apportionment of the use of the waters of the Colorado River System dated November 24, 1922, executed by Commissioners for the States of Arizona, California, Colorado, Nevada, New Mexico, Utah and Wyoming, approved by Herbert Hoover, representative of the United States of America, and proclaimed effective by the President of the United States of America, June 25, 1929.

(i) The term "Upper Colorado River System" means that portion of the Colorado River System above Lee Ferry.

(j) The term "Commission" means the administrative agency created by Article VIII of this Compact.

(k) The term "water year" means that period of twelve months ending September 30 of each year.

(l) The term "acre-foot" means the quantity of water required to cover an acre to the depth of one foot and is equivalent to 43,560 cubic feet.

(m) The term "domestic use" shall include the use of water for household, stock, municipal, mining, milling, industrial and other like purposes, but shall exclude the generation of electrical power.

(n) The term "virgin flow" means the flow of any stream undepleted by the activities of man.

ARTICLE III

(a) Subject to the provisions and limitations contained in the Colorado River Compact and in this Compact, there is hereby apportioned from the Upper Colorado River System in perpetuity to the States of Arizona, Colorado, New Mexico, Utah and Wyoming, respectively, the consumptive use of water as follows:

(1) To the State of Arizona the consumptive use of
50,000 acre-feet of water per annum.

(2) To the States of Colorado, New Mexico, Utah and Wyoming, respectively, the consumptive use per annum of the quantities resulting from the application of the following percentages to the total quantity of consumptive use per annum apportioned in perpetuity to and available for use each year by Upper Basin under the Colorado River Compact and remaining after the deduction of the use, not to exceed 50,000 acre-feet per annum, made in the State of Arizona.

State of Colorado - - - - - 51.75 per cent,

State of New Mexico - - - - - 11.25 per cent,

State of Utah - - - - - 23.00 per cent,

State of Wyoming - - - - - 14.00 per cent.

(b) The apportionment made to the respective States by paragraph (a) of this Article is based upon, and shall be applied in conformity with, the following principles and each of them:

(1) The apportionment is of any and all man-made depletions;

(2) Beneficial use is the basis, the measure and the limit of the right to use;

(3) No State shall exceed its apportioned use in any water year when the effect of such excess use, as determined by the Commission, is to deprive another signatory State of its apportioned use during that water year; provided, that this subparagraph (b) (3) shall not be construed as:

(i) Altering the apportionment of use, or obligations to make deliveries as provided in Article XI, XII, XIII or XIV of this Compact;

(ii) Purporting to apportion among the signatory States such uses of water as the Upper Basin may be entitled to under paragraphs (f) and (g) of Article III of the Colorado River Compact; or

(iii) Countenancing average uses by any signatory State in excess of its apportionment.

(4) The apportionment to each State includes all water

necessary for the supply of any rights which now exist.

(c) No apportionment is hereby made, or intended to be made, of such uses of water as the Upper Basin may be entitled to under paragraphs (f) and (g) of Article III of the Colorado River Compact.

(d) The apportionment made by this Article shall not be taken as any basis for the allocation among the signatory States of any benefits resulting from the generation of power.

ARTICLE IV

In the event curtailment of use of water by the States of the Upper Division at any time shall become necessary in order that the flow at Lee Ferry shall not be depleted below that required by Article III of the Colorado River Compact, the extent of curtailment by each State of the consumptive use of water apportioned to it by Article III of this Compact shall be in such quantities and at such times as shall be determined by the Commission upon the application of the following principles:

(a) The extent and times of curtailment shall be such as to assure full compliance with Article III of the Colorado River Compact;

(b) If any State or States of the Upper Division, ~~in~~ the ten years immediately preceding the water year in which curtailment is necessary, shall have consumptively used more water than it was or they were, as the case may be, entitled to use under the apportionment made by Article III of this Compact, such State or States shall be

required to supply at Lee Ferry a quantity of water equal to its, or the aggregate of their, overdraft or the proportionate part of such overdraft, as may be necessary to assure compliance with Article III of the Colorado River Compact, before demand is made on any other State of the Upper Division;

(c) Except as provided in subparagraph (b) of this Article, the extent of curtailment by each State of the Upper Division of the consumptive use of water apportioned to it by Article III of this Compact shall be such as to result in the delivery at Lee Ferry of a quantity of water which bears the same relation to the total required curtailment of use by the States of the Upper Division as the consumptive use of Upper Colorado River System water which was made by each such State during the water year immediately preceding the year in which the curtailment becomes necessary bears to the total consumptive use of such water in the States of the Upper Division during the same water year; provided, that in determining such relation the uses of water under rights perfected prior to November 24, 1922, shall be excluded.

ARTICLE V

(a) All losses of water occurring from or as the result of the storage of water in reservoirs constructed prior to the signing of this Compact shall be charged to the State in which such reservoir or reservoirs are located. Water stored in reservoirs covered by this paragraph (a) shall be for the exclusive use of and shall be charged to the State in which the reservoir or reservoirs are located.

(b) All losses of water occurring from or as the result of the storage of water in reservoirs constructed after the signing of this Compact shall be charged as follows:

- (1) If the Commission finds that the reservoir is used, in whole or in part, to assist the States of the Upper Division in meeting their obligations to deliver water at Lee Ferry imposed by Article III of the Colorado River Compact, the Commission shall make findings, which in no event shall be contrary to the laws of the United States of America under which any reservoir is constructed, as to the reservoir capacity allocated for that purpose. The whole or that proportion, as the case may be, of reservoir losses as found by the Commission to be reasonably and properly chargeable to the reservoir or reservoir capacity utilized to assure deliveries at Lee Ferry shall be charged to the States of the Upper Division in the proportion which the consumptive use of water in each State of the Upper Division during the water year in which the charge is made bears to the total consumptive use of water in all States of the Upper Division during the same water year. Water stored in reservoirs or in reservoir capacity covered by this subparagraph (b) (1) shall be for the common benefit of all of the States of the Upper Division.

(2) If the Commission finds that the reservoir is used, in whole or in part, to supply water for use in a State of the Upper Division, the Commission shall make findings, which in no event shall be contrary to the laws of the United States of America under which any reservoir is constructed, as to the reservoir or reservoir capacity utilized to supply water for use and the State in which such water will be used. The whole or that proportion, as the case may be, of reservoir losses as found by the Commission to be reasonably and properly chargeable to the State in which such water will be used shall be borne by that State. As determined by the Commission, water stored in reservoirs covered by this subparagraph (b) (2) shall be earmarked for and charged to the State in which the water will be used.

(c) In the event the Commission finds that a reservoir site is available both to assure deliveries at Lee Ferry and to store water for consumptive use in a State of the Upper Division, the storage of water for consumptive use shall be given preference. Any reservoir or reservoir capacity hereafter used to assure deliveries at Lee Ferry shall by order of the Commission be used to store water for consumptive use in a State, provided the Commission finds that such storage is reasonably necessary to permit such State to make the use of the water apportioned to it by this Compact.

ARTICLE VI

The Commission shall determine the quantity of the consumptive use of water, which use is apportioned by Article III hereof, for the Upper Basin and for each State of the Upper Basin by the inflow-outflow method in terms of man-made depletions of the virgin flow at Lee Ferry, unless the Commission, by unanimous action, shall adopt a different method of determination.

ARTICLE VII

The consumptive use of water by the United States of America or any of its agencies, instrumentalities or wards shall be charged as a use by the State in which the use is made; provided, that such consumptive use incident to the diversion, impounding, or conveyance of water in one State for use in another shall be charged to such latter State.

ARTICLE VIII

(a) There is hereby created an interstate administrative agency to be known as the "Upper Colorado River Commission." The Commission shall be composed of one Commissioner representing each of the States of the Upper Division, namely, the States of Colorado, New Mexico, Utah and Wyoming, designated or appointed in accordance with the laws of each such State and, if designated by the President, one Commissioner representing the United States of America. The President is hereby requested to designate a Commissioner. If so designated the Commissioner representing the United States of America shall be the presiding

officer of the Commission and shall be entitled to the same powers and rights as the Commissioner of any State. Any four members of the Commission shall constitute a quorum.

(b) The salaries and personal expenses of each Commissioner shall be paid by the Government which he represents. All other expenses which are incurred by the Commission incident to the administration of this Compact, and which are not paid by the United States of America, shall be borne by the four States according to the percentage of consumptive use apportioned to each. On or before December 1 of each year, the Commission shall adopt and transmit to the Governors of the four States and to the President a budget covering an estimate of its expenses for the following year, and of the amount payable by each State. Each State shall pay the amount due by it to the Commission on or before April 1 of the year following. The payment of the expenses of the Commission and of its employees shall not be subject to the audit and accounting procedures of any of the four States; however, all receipts and disbursement of funds handled by the Commission shall be audited yearly by a qualified independent public accountant and the report of the audit shall be included in and become a part of the annual report of the Commission.

(c) The Commission shall appoint a Secretary, who shall not be a member of the Commission, or an employee of any signatory State or of the United States of America while so acting. He shall serve for such term and receive such salary and perform such duties as the Commission

may direct. The Commission may employ such engineering, legal, clerical and other personnel as, in its judgment, may be necessary for the performance of its functions under this Compact. In the hiring of employees, the Commission shall not be bound by the civil service laws of any State.

(d) The Commission, so far as consistent with this Compact, shall have the power to:

- (1) Adopt rules and regulations;
- (2) Locate, establish, construct, abandon, operate and maintain water gaging stations;
- (3) Make estimates to forecast water run-off on the Colorado River and any of its tributaries;
- (4) Engage in cooperative studies of water supplies of the Colorado River and its tributaries;
- (5) Collect, analyze, correlate, preserve and report on data as to the stream flows, storage, diversions and use of the waters of the Colorado River, and any of its tributaries;
- (6) Make findings as to the quantity of water of the Upper Colorado River System used each year in the Upper Colorado River Basin and in each State thereof;
- (7) Make findings as to the quantity of water deliveries at Lee Ferry during each water year;
- (8) Make findings as to the necessity for and the extent of the curtailment of use, required, if any, pursuant to Article IV hereof;
- (9) Make findings as to the quantity of reservoir losses and as to the share thereof chargeable under Article V hereof to each of the States;
- (10) Make findings of fact in the event of the occurrence of extraordinary drought or serious accident to the irrigation system in the Upper Basin, whereby

deliveries by the Upper Basin of water which it may be required to deliver in order to aid in fulfilling obligations of the United States of America to the United Mexican States arising under the Treaty between the United States of America and the United Mexican States, dated February 3, 1944 (Treaty Series 994) become difficult, and report such findings to the Governors of the Upper Basin States, the President of the United States of America, the United States Section of the International Boundary and Water Commission, and such other Federal officials and agencies as it may deem appropriate to the end that the water allotted to Mexico under Division III of such treaty may be reduced in accordance with the terms of such Treaty;

- (11) Acquire and hold such personal and real property as may be necessary for the performance of its duties hereunder and to dispose of the same when no longer required;
- (12) Perform all functions required of it by this Compact and do all things necessary, proper or convenient in the performance of its duties hereunder, either independently or in cooperation with any state or federal agency;
- (13) Make and transmit annually to the Governors of the signatory States and the President of the United States of America, with the estimated budget, a report covering the activities of the Commission for the preceding water year.

(e) Except as otherwise provided in this Compact the concurrence of four members of the Commission shall be required in any action taken by it.

(f) The Commission and its Secretary shall make available to the Governor of each of the signatory States any information within its possession at any time, and shall always provide free access to its records by the Governors of each of the States, or their representatives,

or authorized representatives of the United States of America.

(g) Findings of fact made by the Commission shall not be conclusive in any court, or before any agency or tribunal, but shall constitute prima facie evidence of the facts found.

(h) The organization meeting of the Commission shall be held within four months from the effective date of this Compact.

ARTICLE IX

(a) No State shall deny the right of the United States of America and, subject to the conditions hereinafter contained, no State shall deny the right of another signatory State, any person, or entity of any signatory State to acquire rights to the use of water, or to construct or participate in the construction and use of diversion works and storage reservoirs with appurtenant works, canals and conduits in one State for the purpose of diverting, conveying, storing, regulating and releasing water to satisfy the provisions of the Colorado River Compact relating to the obligation of the States of the Upper Division to make deliveries of water at Lee Ferry, or for the purpose of diverting, conveying, storing or regulating water in an upper signatory State for consumptive use in a lower signatory State, when such use is within the apportionment to such lower State made by this Compact. Such rights shall be subject to the rights of water users, in a State in which such reservoir or works are located, to receive and use water, the use of which is within the apportionment to such State by this Compact.

(b) Any signatory State, any person or any entity of any signatory State shall have the right to acquire such property rights as are necessary to the use of water in conformity with this Compact in any other signatory State by donation, purchase or through the exercise of the power of eminent domain. Any signatory State, upon the written request of the Governor of any other signatory State, for the benefit of whose water users property is to be acquired in the State to which such written request is made, shall proceed expeditiously to acquire the desired property either by purchase at a price satisfactory to the requesting State, or, if such purchase cannot be made, then through the exercise of its power of eminent domain and shall convey such property to the requesting State or such entity as may be designated by the requesting State; provided, that all costs of acquisition and expenses of every kind and nature whatsoever incurred in obtaining the requested property shall be paid by the requesting State at the time and in the manner prescribed by the State requested to acquire the property.

(c) Should any facility be constructed in a signatory State by and for the benefit of another signatory State or States or the water users thereof, as above provided, the construction, repair, replacement, maintenance and operation of such facility shall be subject to the laws of the State in which the facility is located, except that, in the case of a reservoir constructed in one State for the benefit of another State or States, the water administration officials of the State

in which the facility is located shall permit the storage and release of any water which, as determined by findings of the Commission, falls within the apportionment of the State or States for whose benefit the facility is constructed. In the case of a regulating reservoir for the joint benefit of all States in making Lee Ferry deliveries, the water administration officials of the State in which the facility is located, in permitting the storage and release of water, shall comply with the findings and orders of the Commission.

(d) In the event property is acquired by a signatory State in another signatory State for the use and benefit of the former, the users of water made available by such facilities, as a condition precedent to the use thereof, shall pay to the political subdivisions of the State in which such works are located, each and every year during which such rights are enjoyed for such purposes, a sum of money equivalent to the average annual amount of taxes levied and assessed against the land and improvements thereon during the ten years preceding the acquisition of such land. Said payments shall be in full reimbursement for the loss of taxes in such political subdivisions of the State, and in lieu of any and all taxes on said property, improvements and rights. The signatory States recommend to the President and the Congress that, in the event the United States of America shall acquire property in one of the signatory States for the benefit of another signatory State, or its water users, provision be made for like payment in reimbursement of loss of taxes.

ARTICLE X

(a) The signatory States recognize La Plata River Compact entered into between the States of Colorado and New Mexico, dated November 27, 1922, approved by the Congress on January 29, 1925 (43 Stat. 796), and this Compact shall not affect the apportionment therein made.

(b) All consumptive use of water of La Plata River and its tributaries shall be charged under the apportionment of Article III hereof to the State in which the use is made; provided, that consumptive use incident to the diversion, impounding or conveyance of water in one State for use in the other shall be charged to the latter State.

ARTICLE XI

Subject to the provisions of this Compact, the consumptive use of the water of the Little Snake River and its tributaries is hereby apportioned between the States of Colorado and Wyoming in such quantities as shall result from the application of the following principles and procedures:

(a) Water used under rights existing prior to the signing of this Compact.

- (1) Water diverted from any tributary of the Little Snake River or from the main stem of the Little Snake River above a point one hundred feet below the confluence of Savery Creek and the Little

Snake River shall be administered without regard to rights covering the diversion of water from any down-stream points.

- (2) Water diverted from the main stem of the Little Snake River below a point one hundred feet below the confluence of Savery Creek and the Little Snake River shall be administered on the basis of an interstate priority schedule prepared by the Commission in conformity with priority dates established by the laws of the respective States.

(b) Water used under rights initiated subsequent to the signing of this Compact.

- (1) Direct flow diversions shall be so administered that, in time of shortage, the curtailment of use on each acre of land irrigated thereunder shall be as nearly equal as may be possible in both of the States.
- (2) The storage of water by projects located in either State, whether of supplemental supply or of water used to irrigate land not irrigated at the date of the signing of this Compact, shall be so administered that in times of water shortage the curtailment of storage of water available for each acre of land irrigated thereunder shall be as nearly equal as may be possible in both States.

(c) Water uses under the apportionment made by this Article shall be in accordance with the principle that beneficial use shall be the basis, measure and limit of the right to use.

(d) The States of Colorado and Wyoming each assent to diversions and storage of water in one State for use in the other State, subject to compliance with Article IX of this Compact.

(e) In the event of the importation of water to the Little Snake River Basin from any other river basin, the State making the importation shall have the exclusive use of such imported water unless by written agreement, made by the representatives of the States of Colorado and Wyoming on the Commission, it is otherwise provided.

(f) Water use projects initiated after the signing of this Compact, to the greatest extent possible, shall permit the full use within the Basin in the most feasible manner of the waters of the Little Snake River and its tributaries, without regard to the state line; and, so far as is practicable, shall result in an equal division between the States of the use of water not used under rights existing prior to the signing of this Compact.

(g) All consumptive use of the waters of the Little Snake River and its tributaries shall be charged under the apportionment of Article III hereof to the State in which the use is made; provided, that consumptive use incident to the diversion, impounding or conveyance of water in one State for use in the other shall be charged to the latter State.

ARTICLE XII

Subject to the provisions of this Compact, the consumptive use of the waters of Henry's Fork, a tributary of Green River originating in the State of Utah and flowing into the State of Wyoming and thence into the Green River in the State of Utah; Beaver Creek, originating in the State of Utah and flowing into Henry's Fork in the State of Wyoming; Burnt Fork, a tributary of Henry's Fork, originating in the State of Utah and flowing into Henry's Fork in the State of Wyoming; Birch Creek, a tributary of Henry's Fork originating in the State of Utah and flowing into Henry's Fork in the State of Wyoming; and Sheep Creek, a tributary of Green River in the State of Utah, and their tributaries, are hereby apportioned between the States of Utah and Wyoming in such quantities as will result from the application of the following principles and procedures:

(a) Waters used under rights existing prior to the signing of this Compact.

Waters diverted from Henry's Fork, Beaver Creek, Burnt Fork, Birch Creek and their tributaries, shall be administered without regard to the state line on the basis of an interstate priority schedule to be prepared by the States affected and approved by the Commission in conformity with the actual priority of right of use, the water requirements of the land irrigated and the acreage irrigated in connection therewith.

(b) Waters used under rights from Henry's Fork, Beaver Creek, Burnt Fork, Birch Creek and their tributaries, initiated after

the signing of this Compact shall be divided fifty percent to the State of Wyoming and fifty percent to the State of Utah and each State may use said waters as and where it deems advisable.

(c) The State of Wyoming assents to the exclusive use by the State of Utah of the water of Sheep Creek, except that the lands, if any, presently irrigated in the State of Wyoming from the water of Sheep Creek shall be supplied with water from Sheep Creek in order of priority and in such quantities as are in conformity with the laws of the State of Utah.

(d) In the event of the importation of water to Henry's Fork, or any of its tributaries, from any other river basin, the State making the importation shall have the exclusive use of such imported water unless by written agreement made by the representatives of the States of Utah and Wyoming on the Commission, it is otherwise provided.

(e) All consumptive use of waters of Henry's Fork, Beaver Creek, Burnt Fork, Birch Creek, Sheep Creek, and their tributaries shall be charged under the apportionment of Article III hereof to the State in which the use is made; provided, that consumptive use incident to the diversion, impounding or conveyance of water in one State for use in the other shall be charged to the latter State.

(f) The States of Utah and Wyoming each assent to the diversion and storage of water in one State for use in the other State, subject to compliance with Article IX of this Compact. It shall be the duty of the water administrative officials of the State where the

water is stored to release said stored water to the other State upon demand. If either the State of Utah or the State of Wyoming shall construct a reservoir in the other State for use in its own State, the water users of the State in which said facilities are constructed may purchase at cost a portion of the capacity of said reservoir sufficient for the irrigation of their lands thereunder.

(g) In order to measure the flow of water diverted, each State shall cause suitable measuring devices to be constructed, maintained and operated at or near the point of diversion into each ditch.

(h) The State Engineers of the two States jointly shall appoint a Special Water Commissioner who shall have authority to administer the water in both States in accordance with the terms of this Article. The salary and expenses of such Special Water Commissioner shall be paid, thirty percent by the State of Utah and seventy percent by the State of Wyoming.

ARTICLE XIII

Subject to the provisions of this Compact, the rights to the consumptive use of the water of the Yampa River, a tributary entering the Green River in the State of Colorado, are hereby apportioned between the States of Colorado and Utah in accordance with the following principles:

(a) The State of Colorado will not cause the flow of the Yampa River at the Maybell Gaging Station to be depleted below an aggregate

of 5,000,000 acre-feet for any period of ten consecutive years reckoned in continuing progressive series beginning with the first day of October next succeeding the ratification and approval of this Compact. In the event any diversion is made from the Yampa River or from tributaries entering the Yampa River above the Maybell Gaging Station for the benefit of any water use project in the State of Utah, then the gross amount of all such diversions for use in the State of Utah, less any returns from such diversions to the River above Maybell, shall be added to the actual flow at the Maybell Gaging Station to determine the total flow at the Maybell Gaging Station.

(b) All consumptive use of the waters of the Yampa River and its tributaries shall be charged under the apportionment of Article III hereof to the State in which the use is made; provided, that consumptive use incident to the diversion, impounding or conveyance of water in one State for use in the other shall be charged to the latter State.

ARTICLE XIV

Subject to the provisions of this Compact, the consumptive use of the waters of the San Juan River and its tributaries is hereby apportioned between the States of Colorado and New Mexico as follows:

The State of Colorado agrees to deliver to the State of New Mexico from the San Juan River and its tributaries which rise in the State of Colorado a quantity of water which shall be sufficient, together with water originating in the San Juan Basin in the State of New Mexico, to enable the State of New Mexico to make full use of

the water apportioned to the State of New Mexico by Article III of this Compact, subject, however, to the following:

(a) A first and prior right shall be recognized as to:

(1) All uses of water made in either State at the time of the signing of this Compact; and

(2) All uses of water contemplated by projects authorized, at the time of the signing of this Compact, under the laws of the United States of America whether or not such projects are eventually constructed by the United States of America or by some other entity.

(b) The State of Colorado assents to diversions and storage of water in the State of Colorado for use in the State of New Mexico, subject to compliance with Article IX of this Compact.

(c) The uses of the waters of the San Juan River and any of its tributaries within either State which are dependent upon a common source of water and which are not covered by (a) hereof, shall in times of water shortages be reduced in such quantity that the resulting consumptive use in each State will bear the same proportionate relation to the consumptive use made in each State during times of average water supply as determined by the Commission; provided, that any preferential uses of water to which Indians are entitled under Article XIX shall be excluded in determining the amount of curtailment to be made under this paragraph.

(d) The curtailment of water use by either State in order to

make deliveries at Lee Ferry as required by Article IV of this Compact shall be independent of any and all conditions imposed by this Article and shall be made by each State, as and when required, without regard to any provision of this Article.

(e) All consumptive use of the waters of the San Juan River and its tributaries shall be charged under the apportionment of Article III hereof to the State in which the use is made; provided, that consumptive use incident to the diversion, impounding or conveyance of water in one State for use in the other shall be charged to the latter State.

ARTICLE XV

(a) Subject to the provisions of the Colorado River Compact and of this Compact, water of the Upper Colorado River System may be impounded and used for the generation of electrical power, but such impounding and use shall be subservient to the use and consumption of such water for agricultural and domestic purposes and shall not interfere with or prevent use for such dominant purposes.

(b) The provisions of this Compact shall not apply to or interfere with the right or power of any signatory State to regulate within its boundaries the appropriation, use and control of water, the consumptive use of which is apportioned and available to such State by this Compact.

ARTICLE XVI

The failure of any State to use the water, or any part thereof, the use of which is apportioned to it under the terms of this Compact, shall not constitute a relinquishment of the right to such use to the Lower Basin or to any other State, nor shall it constitute a forfeiture or abandonment of the right to such use.

ARTICLE XVII

The use of any water now or hereafter imported into the natural drainage basin of the Upper Colorado River System shall not be charged to any State under the apportionment of consumptive use made by this Compact.

ARTICLE XVIII

(a) The State of Arizona reserves its rights and interests under the Colorado River Compact as a State of the Lower Division and as a State of the Lower Basin.

(b) The State of New Mexico and the State of Utah reserve their respective rights and interests under the Colorado River Compact as States of the Lower Basin.

ARTICLE XIX

Nothing in this Compact shall be construed as:

(a) Affecting the obligations of the United States of America to Indian tribes;

(b) Affecting the obligations of the United States of America under the Treaty with the United Mexican States (Treaty Series 994);

(c) Affecting any rights or powers of the United States of America, its agencies or instrumentalities, in or to the waters of the Upper Colorado River System, or its capacity to acquire rights in and to the use of said waters;

(d) Subjecting any property of the United States of America, its agencies or instrumentalities, to taxation by any State or subdivision thereof, or creating any obligation on the part of the United States of America, its agencies or instrumentalities, by reason of the acquisition, construction or operation of any property or works of whatever kind, to make any payment to any State or political subdivision thereof, State agency, municipality or entity whatsoever, in reimbursement for the loss of taxes;

(e) Subjecting any property of the United States of America, its agencies or instrumentalities, to the laws of any State to an extent other than the extent to which such laws would apply without regard to this Compact.

ARTICLE XX


This Compact may be terminated at any time by the unanimous agreement of the signatory States. In the event of such termination, all rights established under it shall continue unimpaired.

ARTICLE XXI

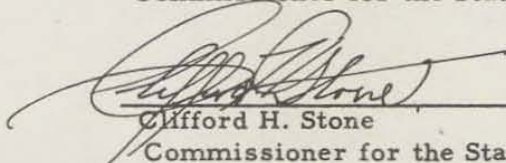
This Compact shall become binding and obligatory when it shall have been ratified by the legislatures of each of the signatory States and approved by the Congress of the United States of America. Notice of ratification by the legislatures of the signatory States shall be given by the Governor of each signatory State to the Governor of each of the other signatory States and to the President of the United States of America, and the President is hereby requested to give notice to the Governor of each of the signatory States of approval by the Congress of the United States of America.

IN WITNESS WHEREOF, the Commissioners have
executed six counterparts hereof each of which shall be and constitute an original, one of which shall be deposited in the archives of the Department of State of the United States of America, and one of which shall be forwarded to the Governor of each of the signatory States.

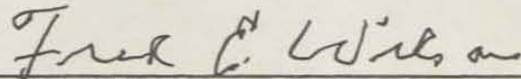
Done at the City of Santa Fe, State of New Mexico, this 11th
day of October, 1948.



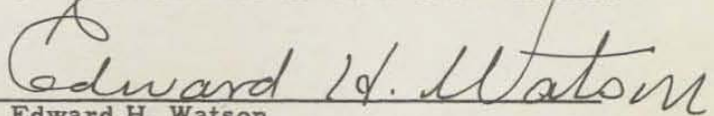
Charles A. Carson
Commissioner for the State of Arizona



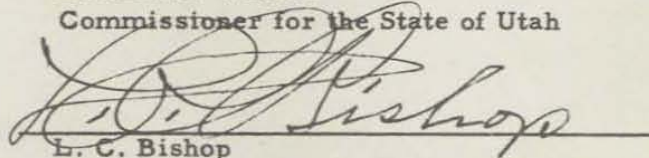
Clifford H. Stone
Commissioner for the State of Colorado



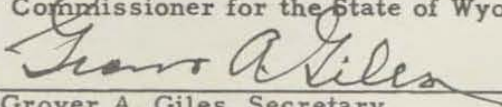
Fred E. Wilson
Commissioner for the State of New Mexico



Edward H. Watson
Commissioner for the State of Utah

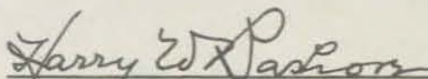


L. C. Bishop
Commissioner for the State of Wyoming



Grover A. Giles, Secretary

Approved:



Harry W. Bashore
Representative of the United States of America

ARIZONA *v.* CALIFORNIA ET AL.

No. 8, Original. Decided June 3, 1963.—Decree entered
March 9, 1964.

Decree carrying into effect this Court's opinion of June 3, 1963, 373
U. S. 546.

IT IS ORDERED, ADJUDGED AND DECREED THAT

I. For purposes of this decree:

(A) "Consumptive use" means diversions from the stream less such return flow thereto as is available for consumptive use in the United States or in satisfaction of the Mexican Treaty obligation;

(B) "Mainstream" means the mainstream of the Colorado River downstream from Lee Ferry within the United States, including the reservoirs thereon;

(C) Consumptive use from the mainstream within a State shall include all consumptive uses of water of the mainstream, including water drawn from the mainstream by underground pumping, and including, but not limited to, consumptive uses made by persons, by agencies of that State, and by the United States for the benefit of Indian reservations and other federal establishments within the State;

(D) "Regulatory structures controlled by the United States" refers to Hoover Dam, Davis Dam, Parker Dam, Headgate Rock Dam, Palo Verde Dam, Imperial Dam, Laguna Dam and all other dams and works on the mainstream now or hereafter controlled or operated by the United States which regulate the flow of water in the mainstream or the diversion of water from the mainstream;

(E) "Water controlled by the United States" refers to the water in Lake Mead, Lake Mohave, Lake Havasu and all other water in the mainstream below Lee Ferry and within the United States;

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(F) "Tributaries" means all stream systems the waters of which naturally drain into the mainstream of the Colorado River below Lee Ferry;

(G) "Perfected right" means a water right acquired in accordance with state law, which right has been exercised by the actual diversion of a specific quantity of water that has been applied to a defined area of land or to definite municipal or industrial works, and in addition shall include water rights created by the reservation of mainstream water for the use of federal establishments under federal law whether or not the water has been applied to beneficial use;

(H) "Present perfected rights" means perfected rights, as here defined, existing as of June 25, 1929, the effective date of the Boulder Canyon Project Act;

(I) "Domestic use" shall include the use of water for household, stock, municipal, mining, milling, industrial, and other like purposes, but shall exclude the generation of electrical power;

(J) "Annual" and "Year," except where the context may otherwise require, refer to calendar years;

(K) Consumptive use of water diverted in one State for consumptive use in another State shall be treated as if diverted in the State for whose benefit it is consumed.

II. The United States, its officers, attorneys, agents and employees be and they are hereby severally enjoined:

(A) From operating regulatory structures controlled by the United States and from releasing water controlled by the United States other than in accordance with the following order of priority:

(1) For river regulation, improvement of navigation, and flood control;

(2) For irrigation and domestic uses, including the satisfaction of present perfected rights; and

(3) For power;

Provided, however, that the United States may release water in satisfaction of its obligations to the United

States of Mexico under the Treaty dated February 3, 1944, without regard to the priorities specified in this subdivision (A);

(B) From releasing water controlled by the United States for irrigation and domestic use in the States of Arizona, California and Nevada, except as follows:

(1) If sufficient mainstream water is available for release, as determined by the Secretary of the Interior, to satisfy 7,500,000 acre-feet of annual consumptive use in the aforesaid three States, then of such 7,500,000 acre-feet of consumptive use, there shall be apportioned 2,800,000 acre-feet for use in Arizona, 4,400,000 acre-feet for use in California, and 300,000 acre-feet for use in Nevada;

(2) If sufficient mainstream water is available for release, as determined by the Secretary of the Interior, to satisfy annual consumptive use in the aforesaid States in excess of 7,500,000 acre-feet, such excess consumptive use is surplus, and 50% thereof shall be apportioned for use in Arizona and 50% for use in California; provided, however, that if the United States so contracts with Nevada, then 46% of such surplus shall be apportioned for use in Arizona and 4% for use in Nevada;

(3) If insufficient mainstream water is available for release, as determined by the Secretary of the Interior, to satisfy annual consumptive use of 7,500,000 acre-feet in the aforesaid three States, then the Secretary of the Interior, after providing for satisfaction of present perfected rights in the order of their priority dates without regard to state lines and after consultation with the parties to major delivery contracts and such representatives as the respective States may designate, may apportion the amount remaining available for consumptive use in such manner as is consistent with the Boulder Canyon Project Act as interpreted by the opinion of this Court herein, and with other applicable federal statutes, but in no event shall more than 4,400,000 acre-feet be

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apportioned for use in California including all present perfected rights;

(4) Any mainstream water consumptively used within a State shall be charged to its apportionment, regardless of the purpose for which it was released;

(5) Notwithstanding the provisions of Paragraphs (1) through (4) of this subdivision (B), mainstream water shall be released or delivered to water users (including but not limited to public and municipal corporations and other public agencies) in Arizona, California, and Nevada only pursuant to valid contracts therefor made with such users by the Secretary of the Interior, pursuant to Section 5 of the Boulder Canyon Project Act or any other applicable federal statute;

(6) If, in any one year, water apportioned for consumptive use in a State will not be consumed in that State, whether for the reason that delivery contracts for the full amount of the State's apportionment are not in effect or that users cannot apply all of such water to beneficial uses, or for any other reason, nothing in this decree shall be construed as prohibiting the Secretary of the Interior from releasing such apportioned but unused water during such year for consumptive use in the other States. No rights to the recurrent use of such water shall accrue by reason of the use thereof;

(C) From applying the provisions of Article 7 (d) of the Arizona water delivery contract dated February 9, 1944, and the provisions of Article 5 (a) of the Nevada water delivery contract dated March 30, 1942, as amended by the contract dated January 3, 1944, to reduce the apportionment or delivery of mainstream water to users within the States of Arizona and Nevada by reason of any uses in such States from the tributaries flowing therein;

(D) From releasing water controlled by the United States for use in the States of Arizona, California, and Nevada for the benefit of any federal establishment

named in this subdivision (D) except in accordance with the allocations made herein; provided, however, that such release may be made notwithstanding the provisions of Paragraph (5) of subdivision (B) of this Article; and provided further that nothing herein shall prohibit the United States from making future additional reservations of mainstream water for use in any of such States as may be authorized by law and subject to present perfected rights and rights under contracts theretofore made with water users in such State under Section 5 of the Boulder Canyon Project Act or any other applicable federal statute:

(1) The Chemehuevi Indian Reservation in annual quantities not to exceed (i) 11,340 acre-feet of diversions from the mainstream or (ii) the quantity of mainstream water necessary to supply the consumptive use required for irrigation of 1,900 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, with a priority date of February 2, 1907;

(2) The Cocopah Indian Reservation in annual quantities not to exceed (i) 2,744 acre-feet of diversions from the mainstream or (ii) the quantity of mainstream water necessary to supply the consumptive use required for irrigation of 431 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, with a priority date of September 27, 1917;

(3) The Yuma Indian Reservation in annual quantities not to exceed (i) 51,616 acre-feet of diversions from the mainstream or (ii) the quantity of mainstream water necessary to supply the consumptive use required for irrigation of 7,743 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, with a priority date of January 9, 1884;

(4) The Colorado River Indian Reservation in annual quantities not to exceed (i) 717,148 acre-feet of diversions from the mainstream or (ii) the quantity of mainstream

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water necessary to supply the consumptive use required for irrigation of 107,588 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, with priority dates of March 3, 1865, for lands reserved by the Act of March 3, 1865 (13 Stat. 541, 559); November 22, 1873, for lands reserved by the Executive Order of said date; November 16, 1874, for lands reserved by the Executive Order of said date, except as later modified; May 15, 1876, for lands reserved by the Executive Order of said date; November 22, 1915, for lands reserved by the Executive Order of said date;

(5) The Fort Mohave Indian Reservation in annual quantities not to exceed (i) 122,648 acre-feet of diversions from the mainstream or (ii) the quantity of mainstream water necessary to supply the consumptive use required for irrigation of 18,974 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, and, subject to the next succeeding proviso, with priority dates of September 19, 1890, for lands transferred by the Executive Order of said date; February 2, 1911, for lands reserved by the Executive Order of said date; provided, however, that lands conveyed to the State of California pursuant to the Swamp Land Act [9 Stat. 519 (1850)] as well as any accretions thereto to which the owners of such land may be entitled, and lands patented to the Southern Pacific Railroad pursuant to the Act of July 27, 1866 (14 Stat. 292), shall not be included as irrigable acreage within the Reservation and that the above specified diversion requirement shall be reduced by 6.4 acre-feet per acre of such land that is irrigable; provided that the quantities fixed in this paragraph and paragraph (4) shall be subject to appropriate adjustment by agreement or decree of this Court in the event that the boundaries of the respective reservations are finally determined;

(6) The Lake Mead National Recreation Area in annual quantities reasonably necessary to fulfill the pur-

poses of the Recreation Area, with priority dates of May 3, 1929, for lands reserved by the Executive Order of said date (No. 5105), and April 25, 1930, for lands reserved by the Executive Order of said date (No. 5339);

(7) The Havasu Lake National Wildlife Refuge in annual quantities reasonably necessary to fulfill the purposes of the Refuge, not to exceed (i) 41,839 acre-feet of water diverted from the mainstream or (ii) 37,339 acre-feet of consumptive use of mainstream water, whichever of (i) or (ii) is less, with a priority date of January 22, 1941, for lands reserved by the Executive Order of said date (No. 8647), and a priority date of February 11, 1949, for land reserved by the Public Land Order of said date (No. 559);

(8) The Imperial National Wildlife Refuge in annual quantities reasonably necessary to fulfill the purposes of the Refuge not to exceed (i) 28,000 acre-feet of water diverted from the mainstream or (ii) 23,000 acre-feet of consumptive use of mainstream water, whichever of (i) or (ii) is less, with a priority date of February 14, 1941;

(9) Boulder City, Nevada, as authorized by the Act of September 2, 1958, 72 Stat. 1726, with a priority date of May 15, 1931;

Provided, further, that consumptive uses from the mainstream for the benefit of the above-named federal establishments shall, except as necessary to satisfy present perfected rights in the order of their priority dates without regard to state lines, be satisfied only out of water available, as provided in subdivision (B) of this Article, to each State wherein such uses occur and subject to, in the case of each reservation, such rights as have been created prior to the establishment of such reservation by contracts executed under Section 5 of the Boulder Canyon Project Act or any other applicable federal statute.

III. The States of Arizona, California and Nevada, Palo Verde Irrigation District, Imperial Irrigation District, Coachella Valley County Water District, Metro-

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politan Water District of Southern California, City of Los Angeles, City of San Diego, and County of San Diego, and all other users of water from the mainstream in said States, their officers, attorneys, agents and employees, be and they are hereby severally enjoined:

(A) From interfering with the management and operation, in conformity with Article II of this decree, of regulatory structures controlled by the United States;

(B) From interfering with or purporting to authorize the interference with releases and deliveries, in conformity with Article II of this decree, of water controlled by the United States;

(C) From diverting or purporting to authorize the diversion of water from the mainstream the diversion of which has not been authorized by the United States for use in the respective States; provided, however, that no party named in this Article and no other user of water in said States shall divert or purport to authorize the diversion of water from the mainstream the diversion of which has not been authorized by the United States for its particular use;

(D) From consuming or purporting to authorize the consumptive use of water from the mainstream in excess of the quantities permitted under Article II of this decree.

IV. The State of New Mexico, its officers, attorneys, agents and employees, be and they are after four years from the date of this decree hereby severally enjoined:

(A) From diverting or permitting the diversion of water from San Simon Creek, its tributaries and underground water sources for the irrigation of more than a total of 2,900 acres during any one year, and from exceeding a total consumptive use of such water, for whatever purpose, of 72,000 acre-feet during any period of ten consecutive years; and from exceeding a total consumptive use of such water, for whatever purpose, of 8,220 acre-feet during any one year;

(B) From diverting or permitting the diversion of water from the San Francisco River, its tributaries and underground water sources for the irrigation within each of the following areas of more than the following number of acres during any one year:

Luna Area.....	225
Apache Creek-Aragon Area.....	316
Reserve Area.....	725
Glenwood Area.....	1,003

and from exceeding a total consumptive use of such water for whatever purpose, of 31,870 acre-feet during any period of ten consecutive years; and from exceeding a total consumptive use of such water, for whatever purpose, of 4,112 acre-feet during any one year;

(C) From diverting or permitting the diversion of water from the Gila River, its tributaries (exclusive of the San Francisco River and San Simon Creek and their tributaries) and underground water sources for the irrigation within each of the following areas of more than the following number of acres during any one year:

Upper Gila Area.....	287
Cliff-Gila and Buckhorn-Duck Creek Area.....	5,314
Red Rock Area.....	1,456

and from exceeding a total consumptive use of such water (exclusive of uses in Virden Valley, New Mexico), for whatever purpose, of 136,620 acre-feet during any period of ten consecutive years; and from exceeding a total consumptive use of such water (exclusive of uses in Virden Valley, New Mexico), for whatever purpose, of 15,895 acre-feet during any one year;

(D) From diverting or permitting the diversion of water from the Gila River and its underground water sources in the Virden Valley, New Mexico, except for use on lands determined to have the right to the use of such water by the decree entered by the United States District Court for the District of Arizona on June 29, 1935, in

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(Globe Equity No. 59) (herein referred to as the Gila Decree), and except pursuant to and in accordance with the terms and provisions of the Gila Decree; provided, however, that:

(1) This decree shall not enjoin the use of underground water on any of the following lands:

Owner	Subdivision and Legal Description	Sec.	Twp.	Rng.	Acreage
Marvin Arnett and J. C. O'Dell.	Part Lot 3.....	6	19S	21W	33.84
	Part Lot 4.....	6	19S	21W	52.33
	NW $\frac{1}{4}$ SW $\frac{1}{4}$	5	19S	21W	38.36
	SW $\frac{1}{4}$ SW $\frac{1}{4}$	5	19S	21W	39.80
	Part Lot 1.....	7	19S	21W	50.68
Hyrum M. Pace, Ray Richardson, Harry Day and N. O. Pace, Est.	NW $\frac{1}{4}$ NW $\frac{1}{4}$	8	19S	21W	38.03
	SW $\frac{1}{4}$ NE $\frac{1}{4}$	12	19S	21W	8.00
	SW $\frac{1}{4}$ NE $\frac{1}{4}$	12	19S	21W	15.00
	SE $\frac{1}{4}$ NE $\frac{1}{4}$	12	19S	21W	7.00
C. C. Martin.....	S. part SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	1	19S	21W	0.93
	W $\frac{1}{2}$ W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	12	19S	21W	0.51
	NW $\frac{1}{4}$ NE $\frac{1}{4}$	12	19S	21W	18.01
A. E. Jacobson.....	SW part Lot 1.....	6	19S	21W	11.58
W. LeRoss Jones.....	E. Central part: E $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$	12	19S	21W	0.70
	NW $\frac{1}{4}$ NW $\frac{1}{4}$				
	SW part NE $\frac{1}{4}$ NW $\frac{1}{4}$	12	19S	21W	8.93
	N. Central part: N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$	12	19S	21W	0.51
	SE $\frac{1}{4}$ NW $\frac{1}{4}$				
Conrad and James R. Donaldson.	N $\frac{1}{4}$ N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$	18	19S	20W	8.00
James D. Freestone.....	Part W $\frac{1}{2}$ NW $\frac{1}{4}$	33	18S	21W	7.79
Virgil W. Jones.....	N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$	12	19S	21W	7.40
	NW $\frac{1}{4}$				
Darrell Brooks.....	SE $\frac{1}{4}$ SW $\frac{1}{4}$	32	18S	21W	6.15
Floyd Jones.....	Part N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	13	19S	21W	4.00
	Part NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	18	19S	20W	1.70
L. M. Hatch.....	SW $\frac{1}{4}$ SW $\frac{1}{4}$	32	18S	21W	4.40
	Virden Townsite.....				3.90
Carl M. Donaldson.....	SW $\frac{1}{4}$ SE $\frac{1}{4}$	12	19S	21W	3.40
Mack Johnson.....	Part NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$	10	19S	21W	2.80
	Part NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$	10	19S	21W	0.30
	Part N $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$	10	19S	21W	0.10
Chris Dotz.....	SE $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$	3	19S	21W	2.66
	NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NE $\frac{1}{4}$	10	19S	21W	
Roy A. Johnson.....	NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$	4	19S	21W	1.00
Ivan and Antone Thygerson.	NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$	32	18S	21W	1.00
John W. Bonline.....	SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	34	18S	21W	1.00
Marion K. Mortenson.....	SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	33	18S	21W	1.00
Total.....					380.81

or on lands or for other uses in the Virden Valley to which such use may be transferred or substituted on retirement from irrigation of any of said specifically described lands, up to a maximum total consumptive use of such water of 838.2 acre-feet per annum, unless and until such uses are adjudged by a court of competent jurisdiction to be an infringement or impairment of rights confirmed by the Gila Decree; and

(2) This decree shall not prohibit domestic use of water from the Gila River and its underground water sources on lands with rights confirmed by the Gila Decree, or on farmsteads located adjacent to said lands, or in the Virden Townsite, up to a total consumptive use of 265 acre-feet per annum in addition to the uses confirmed by the Gila Decree, unless and until such use is adjudged by a court of competent jurisdiction to be an infringement or impairment of rights confirmed by the Gila Decree;

(E) Provided, however, that nothing in this Article IV shall be construed to affect rights as between individual water users in the State of New Mexico; nor shall anything in this Article be construed to affect possible superior rights of the United States asserted on behalf of National Forests, Parks, Memorials, Monuments and lands administered by the Bureau of Land Management; and provided further that in addition to the diversions authorized herein the United States has the right to divert water from the mainstream of the Gila and San Francisco Rivers in quantities reasonably necessary to fulfill the purposes of the Gila National Forest with priority dates as of the date of withdrawal for forest purposes of each area of the forest within which the water is used;

(F) Provided, further, that no diversion from a stream authorized in Article IV (A) through (D) may be transferred to any of the other streams, nor may any use for irrigation purposes within any area on one of the streams be transferred for use for irrigation purposes to any other area on that stream.

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V. The United States shall prepare and maintain, or provide for the preparation and maintenance of, and shall make available, annually and at such shorter intervals as the Secretary of the Interior shall deem necessary or advisable, for inspection by interested persons at all reasonable times and at a reasonable place or places, complete, detailed and accurate records of:

(A) Releases of water through regulatory structures controlled by the United States;

(B) Diversions of water from the mainstream, return flow of such water to the stream as is available for consumptive use in the United States or in satisfaction of the Mexican Treaty obligation, and consumptive use of such water. These quantities shall be stated separately as to each diverter from the mainstream, each point of diversion, and each of the States of Arizona, California and Nevada;

(C) Releases of mainstream water pursuant to orders therefor but not diverted by the party ordering the same, and the quantity of such water delivered to Mexico in satisfaction of the Mexican Treaty or diverted by others in satisfaction of rights decreed herein. These quantities shall be stated separately as to each diverter from the mainstream, each point of diversion, and each of the States of Arizona, California and Nevada;

(D) Deliveries to Mexico of water in satisfaction of the obligations of Part III of the Treaty of February 3, 1944, and, separately stated, water passing to Mexico in excess of treaty requirements;

(E) Diversions of water from the mainstream of the Gila and San Francisco Rivers and the consumptive use of such water, for the benefit of the Gila National Forest.

VI. Within two years from the date of this decree, the States of Arizona, California, and Nevada shall furnish to this Court and to the Secretary of the Interior a list of the present perfected rights, with their claimed priority dates, in waters of the mainstream within each State,

respectively, in terms of consumptive use, except those relating to federal establishments. Any named party to this proceeding may present its claim of present perfected rights or its opposition to the claims of others. The Secretary of the Interior shall supply similar information, within a similar period of time, with respect to the claims of the United States to present perfected rights within each State. If the parties and the Secretary of the Interior are unable at that time to agree on the present perfected rights to the use of mainstream water in each State, and their priority dates, any party may apply to the Court for the determination of such rights by the Court.

VII. The State of New Mexico shall, within four years from the date of this decree, prepare and maintain, or provide for the preparation and maintenance of, and shall annually thereafter make available for inspection at all reasonable times and at a reasonable place or places, complete, detailed and accurate records of:

(A) The acreages of all lands in New Mexico irrigated each year from the Gila River, the San Francisco River, San Simon Creek, and their tributaries and all of their underground water sources, stated by legal description and component acreages and separately as to each of the areas designated in Article IV of this decree and as to each of the three streams;

(B) Annual diversions and consumptive uses of water in New Mexico, from the Gila River, the San Francisco River, San Simon Creek, and their tributaries and all their underground water sources, stated separately as to each of the three streams.

VIII. This decree shall not affect:

(A) The relative rights *inter sese* of water users within any one of the States, except as otherwise specifically provided herein;

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(B) The rights or priorities to water in any of the Lower Basin tributaries of the Colorado River in the States of Arizona, California, Nevada, New Mexico and Utah except the Gila River System;

(C) The rights or priorities, except as specific provision is made herein, of any Indian Reservation, National Forest, Park, Recreation Area, Monument or Memorial, or other lands of the United States;

(D) Any issue of interpretation of the Colorado River Compact.

IX. Any of the parties may apply at the foot of this decree for its amendment or for further relief. The Court retains jurisdiction of this suit for the purpose of any order, direction, or modification of the decree, or any supplementary decree, that may at any time be deemed proper in relation to the subject matter in controversy.

MR. JUSTICE DOUGLAS dissents.

MR. JUSTICE HARLAN and MR. JUSTICE STEWART dissent to the extent that the decree conflicts with the views expressed in the dissenting opinion of MR. JUSTICE HARLAN, 373 U. S. 546, 603.

THE CHIEF JUSTICE took no part in the consideration or decision of this case.

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ON BILL OF COMPLAINT

No. 8, Orig. Decided June 3, 1963—Decree entered March 9, 1964—
 Amended decree entered February 28, 1966—Decided and sup-
 plemental decree entered January 9, 1979—Decided March
 30, 1983—Second supplemental decree entered April
 16, 1984—Decided June 19, 2000—Supplemental
 decree entered October 10, 2000—Consolidated
 decree entered March 27, 2006

Supplemental decree entered.

Opinion reported: 373 U. S. 546; decree reported: 376 U. S. 340; amended
 decree reported: 383 U. S. 268; opinion and supplemental decree re-
 ported: 439 U. S. 419; opinion reported: 460 U. S. 605; second supple-
 mental decree reported: 466 U. S. 144; opinion reported: 530 U. S. 392;
 supplemental decree reported: 531 U. S. 1.

The final settlement agreements are approved, the joint
 motion for entry of decree is granted, and the proposed con-
 solidated decree is entered. Frank J. McGarr, Esq., of
 Downers Grove, Illinois, the Special Master in this case, is
 hereby discharged with the thanks of the Court.

CONSOLIDATED DECREE

On January 19, 1953, the Court granted the State of Ari-
 zona leave to file a bill of complaint against the State of
 California and seven of its public agencies, Palo Verde Irri-
 gation District, Imperial Irrigation District, Coachella
 Valley County Water District, Metropolitan Water District
 of Southern California, City of Los Angeles, City of San
 Diego, and County of San Diego. 344 U. S. 919. The
 United States and the State of Nevada intervened. 344
 U. S. 919 (1953) (intervention by the United States); 347 U. S.
 985 (1954) (intervention by Nevada). The State of New
 Mexico and the State of Utah were joined as parties. 350
 U. S. 114, 115 (1955). The Court referred the case to George
 I. Haight, Esquire, and upon his death to Simon H. Rifkind,
 Esquire, as Special Master. 347 U. S. 986 (1954); 350 U. S.

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812 (1955). On January 16, 1961, the Court received and ordered filed the report of Special Master Rifkind. 364 U. S. 940. On June 3, 1963, the Court filed an opinion in the case, 373 U. S. 546, and on March 9, 1964, the Court entered a decree in the case. 376 U. S. 340.

On February 28, 1966, the Court granted the joint motion of the parties to amend Article VI of the decree, and so amended Article VI to extend the time for submission of lists of present perfected rights. 383 U. S. 268.

On January 9, 1979, the Court filed an opinion granting the joint motion for entry of a supplemental decree, entered a supplemental decree, denied in part the motion to intervene of the Fort Mojave Indian Tribe, and otherwise referred the case and the motions to intervene of the Fort Mojave Indian Tribe and the Colorado River Indian Tribes, et al., to Judge Elbert Tuttle as Special Master. 439 U. S. 419, 437. On April 5, 1982, the Court received and ordered filed the report of Special Master Tuttle. 456 U. S. 912. On March 30, 1983, the Court filed an opinion rendering a decision on the several exceptions to the report of the Special Master, approving the recommendation that the Fort Mojave Indian Tribe, the Chemehuevi Indian Tribe, the Colorado River Indian Tribes, the Quechan Tribe, and the Cocopah Indian Tribe be permitted to intervene, and approving some of his further recommendations and disapproving others, 460 U. S. 605, 609, 615. On April 16, 1984, the Court entered a second supplemental decree implementing that decision. 466 U. S. 144.

On October 10, 1989, the Court granted the motion of the state parties to reopen the decree to determine the disputed boundary claims with respect to the Fort Mojave, Colorado River, and Fort Yuma Indian Reservations. 493 U. S. 886. The case was referred to Robert B. McKay, Esquire, and upon his death to Frank McGarr, Esquire, as Special Master. 493 U. S. 971 (1989); 498 U. S. 964 (1990). On October 4, 1999, the Court received and ordered filed the report of Special Master McGarr. 528 U. S. 803. On June 19, 2000, the Court filed an opinion rendering a decision on the several

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exceptions to the report of the Special Master, approving the settlements of the parties with respect to the Fort Mojave and Colorado River Indian Reservations and remanding the case to the Special Master with respect to the Fort Yuma Indian Reservation. 530 U. S. 392, 418, 419–420. On October 10, 2000, the Court entered a supplemental decree. 531 U. S. 1.

On June 14, 2005, Special Master McGarr submitted his report recommending approval of the settlements of the federal reserved water rights claim with respect to the Fort Yuma Indian Reservation and a proposed supplemental decree to implement those settlements.

The State of Arizona, the State of California, the Metropolitan Water District of Southern California, Coachella Valley Water District, the United States, and the Quechan Tribe, at the direction of the Court, have filed a joint motion to enter a consolidated decree.

This decree consolidates the substantive provisions of the decrees previously entered in this action at 376 U. S. 340 (1964), 383 U. S. 268 (1966), 439 U. S. 419 (1979), 466 U. S. 144 (1984), and 531 U. S. 1 (2000), implements the settlements of the federal reserved water rights claim for the Fort Yuma Indian Reservation, which the Court has approved this date, and reflects changes in the names of certain parties and Indian reservations. This decree is entered in order to provide a single convenient reference to ascertain the rights and obligations of the parties adjudicated in this original proceeding, and reflects only the incremental changes in the original 1964 decree by subsequent decrees and the settlements of the federal reserved water rights claim for the Fort Yuma Indian Reservation.

Accordingly,

IT IS ORDERED, ADJUDGED, AND DECREED

Except where the text of this decree differs from the previous decrees, this decree does not vacate the previous de-

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crees nor alter any of their substantive provisions, and all mandates, injunctions, obligations, privileges, and requirements of this decree are deemed to remain effective as of the date of their respective entry in the prior decrees. Entry of this decree shall not affect the validity or effect of, nor affect any right or obligation under, any existing statute, regulation, policy, administrative order, contract, or judicial decision or judgment in other actions that references any of the previous decrees, and any such reference shall be construed as a reference to the congruent provisions of this decree.

I. For purposes of this decree:

(A) “Consumptive use” means diversions from the stream less such return flow thereto as is available for consumptive use in the United States or in satisfaction of the Mexican Treaty obligation;

(B) “Mainstream” means the mainstream of the Colorado River downstream from Lee Ferry within the United States, including the reservoirs thereon;

(C) Consumptive use from the mainstream within a State shall include all consumptive uses of water of the mainstream, including water drawn from the mainstream by underground pumping, and including, but not limited to, consumptive uses made by persons, by agencies of that State, and by the United States for the benefit of Indian reservations and other federal establishments within the State;

(D) “Regulatory structures controlled by the United States” refers to Hoover Dam, Davis Dam, Parker Dam, Headgate Rock Dam, Palo Verde Dam, Imperial Dam, Laguna Dam, and all other dams and works on the mainstream now or hereafter controlled or operated by the United States which regulate the flow of water in the mainstream or the diversion of water from the mainstream;

(E) “Water controlled by the United States” refers to the water in Lake Mead, Lake Mohave, Lake Havasu, and all

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other water in the mainstream below Lee Ferry and within the United States;

(F) “Tributaries” means all stream systems the waters of which naturally drain into the mainstream of the Colorado River below Lee Ferry;

(G) “Perfected right” means a water right acquired in accordance with state law, which right has been exercised by the actual diversion of a specific quantity of water that has been applied to a defined area of land or to definite municipal or industrial works, and in addition shall include water rights created by the reservation of mainstream water for the use of federal establishments under federal law whether or not the water has been applied to beneficial use;

(H) “Present perfected rights” means perfected rights, as here defined, existing as of June 25, 1929, the effective date of the Boulder Canyon Project Act;

(I) “Domestic use” shall include the use of water for household, stock, municipal, mining, milling, industrial, and other like purposes, but shall exclude the generation of electrical power;

(J) “Annual” and “Year,” except where the context may otherwise require, refer to calendar years;

(K) Consumptive use of water diverted in one State for consumptive use in another State shall be treated as if diverted in the State for whose benefit it is consumed.

II. The United States, its officers, attorneys, agents and employees be and they are hereby severally enjoined:

(A) From operating regulatory structures controlled by the United States and from releasing water controlled by the United States other than in accordance with the following order of priority:

- (1) For river regulation, improvement of navigation, and flood control;
- (2) For irrigation and domestic uses, including the satisfaction of present perfected rights; and

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(3) For power;

Provided, however, that the United States may release water in satisfaction of its obligations to the United States of Mexico under the Treaty dated February 3, 1944, without regard to the priorities specified in this subdivision (A);

(B) From releasing water controlled by the United States for irrigation and domestic use in the States of Arizona, California, and Nevada, except as follows:

(1) If sufficient mainstream water is available for release, as determined by the Secretary of the Interior, to satisfy 7,500,000 acre-feet of annual consumptive use in the aforesaid three States, then of such 7,500,000 acre-feet of consumptive use, there shall be apportioned 2,800,000 acre-feet for use in Arizona, 4,400,000 acre-feet for use in California, and 300,000 acre-feet for use in Nevada;

(2) If sufficient mainstream water is available for release, as determined by the Secretary of the Interior, to satisfy annual consumptive use in the aforesaid States in excess of 7,500,000 acre-feet, such excess consumptive use is surplus, and 50% thereof shall be apportioned for use in Arizona and 50% for use in California; provided, however, that if the United States so contracts with Nevada, then 46% of such surplus shall be apportioned for use in Arizona and 4% for use in Nevada;

(3) If insufficient mainstream water is available for release, as determined by the Secretary of the Interior, to satisfy annual consumptive use of 7,500,000 acre-feet in the aforesaid three States, then the Secretary of the Interior, after providing for satisfaction of present perfected rights in the order of their priority dates without regard to state lines and after consultation with the parties to major delivery contracts and such representatives as the respective States may designate, may ap-

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portion the amount remaining available for consumptive use in such manner as is consistent with the Boulder Canyon Project Act as interpreted by the opinion of this Court herein, and with other applicable federal statutes, but in no event shall more than 4,400,000 acre-feet be apportioned for use in California including all present perfected rights;

(4) Any mainstream water consumptively used within a State shall be charged to its apportionment, regardless of the purpose for which it was released;

(5) Notwithstanding the provisions of Paragraphs (1) through (4) of this subdivision (B), mainstream water shall be released or delivered to water users (including but not limited to public and municipal corporations and other public agencies) in Arizona, California, and Nevada only pursuant to valid contracts therefor made with such users by the Secretary of the Interior, pursuant to Section 5 of the Boulder Canyon Project Act or any other applicable federal statute;

(6) If, in any one year, water apportioned for consumptive use in a State will not be consumed in that State, whether for the reason that delivery contracts for the full amount of the State's apportionment are not in effect or that users cannot apply all of such water to beneficial uses, or for any other reason, nothing in this decree shall be construed as prohibiting the Secretary of the Interior from releasing such apportioned but unused water during such year for consumptive use in the other States. No rights to the recurrent use of such water shall accrue by reason of the use thereof;

(C) From applying the provisions of Article 7(d) of the Arizona water delivery contract dated February 9, 1944, and the provisions of Article 5(a) of the Nevada water delivery contract dated March 30, 1942, as amended by the contract dated January 3, 1944, to reduce the apportionment or delivery of mainstream water to users within the States of Ari-

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zona and Nevada by reason of any uses in such States from the tributaries flowing therein;

(D) From releasing water controlled by the United States for use in the States of Arizona, California, and Nevada for the benefit of any federal establishment named in this subdivision (D) except in accordance with the allocations made herein; provided, however, that such release may be made notwithstanding the provisions of Paragraph (5) of subdivision (B) of this Article; and provided further that nothing herein shall prohibit the United States from making future additional reservations of mainstream water for use in any of such States as may be authorized by law and subject to present perfected rights and rights under contracts theretofore made with water users in such State under Section 5 of the Boulder Canyon Project Act or any other applicable federal statute:

(1) The Chemehuevi Indian Reservation in annual quantities not to exceed (i) 11,340 acre-feet of diversions from the mainstream or (ii) the quantity of mainstream water necessary to supply the consumptive use required for irrigation of 1,900 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, with a priority date of February 2, 1907;

(2) The Cocopah Indian Reservation in annual quantities not to exceed (i) 9,707 acre-feet of diversions from the mainstream or (ii) the quantity of mainstream water necessary to supply the consumptive use required for irrigation of 1,524 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, with priority dates of September 27, 1917, for lands reserved by the Executive Order of said date; June 24, 1974, for lands reserved by the Act of June 24, 1974 (88 Stat. 266, 269);

(3) The Fort Yuma Indian Reservation in annual quantities not to exceed (i) 77,966 acre-feet of diversions from the mainstream or (ii) the quantity of mainstream water necessary to supply the consumptive use required

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for irrigation of 11,694 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, with a priority date of January 9, 1884;

(4) The Colorado River Indian Reservation in annual quantities not to exceed (i) 719,248 acre-feet of diversions from the mainstream or (ii) the quantity of mainstream water necessary to supply the consumptive use required for irrigation of 107,903 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, with priority dates of March 3, 1865, for lands reserved by the Act of March 3, 1865 (13 Stat. 541, 559); November 22, 1873, for lands reserved by the Executive Order of said date; November 16, 1874, for lands reserved by the Executive Order of said date, except as later modified; May 15, 1876, for lands reserved by the Executive Order of said date; November 22, 1915, for lands reserved by the Executive Order of said date;

(5) The Fort Mojave Indian Reservation in annual quantities not to exceed (i) 132,789 acre-feet of diversions from the mainstream or (ii) the quantity of mainstream water necessary to supply the consumptive use required for irrigation of 20,544 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, with priority dates of September 19, 1890, for lands transferred by the Executive Order of said date; February 2, 1911, for lands reserved by the Executive Order of said date;

(6) The Lake Mead National Recreation Area in annual quantities reasonably necessary to fulfill the purposes of the Recreation Area, with priority dates of May 3, 1929, for lands reserved by the Executive Order of said date (No. 5105), and April 25, 1930, for lands reserved by the Executive Order of said date (No. 5339);

(7) The Havasu Lake National Wildlife Refuge in annual quantities reasonably necessary to fulfill the purposes of the Refuge, not to exceed (i) 41,839 acre-feet of

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water diverted from the mainstream or (ii) 37,339 acre-feet of consumptive use of mainstream water, whichever of (i) or (ii) is less, with a priority date of January 22, 1941, for lands reserved by the Executive Order of said date (No. 8647), and a priority date of February 11, 1949, for land reserved by the Public Land Order of said date (No. 559);

(8) The Imperial National Wildlife Refuge in annual quantities reasonably necessary to fulfill the purposes of the Refuge not to exceed (i) 28,000 acre-feet of water diverted from the mainstream or (ii) 23,000 acre-feet of consumptive use of mainstream water, whichever of (i) or (ii) is less, with a priority date of February 14, 1941;

(9) Boulder City, Nevada, as authorized by the Act of September 2, 1958, 72 Stat. 1726, with a priority date of May 15, 1931;

Provided, further, that consumptive uses from the mainstream for the benefit of the above-named federal establishments shall, except as necessary to satisfy present perfected rights in the order of their priority dates without regard to state lines, be satisfied only out of water available, as provided in subdivision (B) of this Article, to each State wherein such uses occur and subject to, in the case of each reservation, such rights as have been created prior to the establishment of such reservation by contracts executed under Section 5 of the Boulder Canyon Project Act or any other applicable federal statute.

III. The States of Arizona, California, and Nevada, Palo Verde Irrigation District, Imperial Irrigation District, Coachella Valley Water District, the Metropolitan Water District of Southern California, City of Los Angeles, City of San Diego, and County of San Diego, and all other users of water from the mainstream in said States, their officers, at-

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torneys, agents, and employees, be and they are hereby severally enjoined:

(A) From interfering with the management and operation, in conformity with Article II of this decree, of regulatory structures controlled by the United States;

(B) From interfering with or purporting to authorize the interference with releases and deliveries, in conformity with Article II of this decree, of water controlled by the United States;

(C) From diverting or purporting to authorize the diversion of water from the mainstream the diversion of which has not been authorized by the United States for use in the respective States; provided, however, that no party named in this Article and no other user of water in said States shall divert or purport to authorize the diversion of water from the mainstream the diversion of which has not been authorized by the United States for its particular use;

(D) From consuming or purporting to authorize the consumptive use of water from the mainstream in excess of the quantities permitted under Article II of this decree.

IV. The State of New Mexico, its officers, attorneys, agents, and employees, be and they are after March 9, 1968, hereby severally enjoined:

(A) From diverting or permitting the diversion of water from San Simon Creek, its tributaries, and underground water sources for the irrigation of more than a total of 2,900 acres during any one year, and from exceeding a total consumptive use of such water, for whatever purpose, of 72,000 acre-feet during any period of ten consecutive years; and from exceeding a total consumptive use of such water, for whatever purpose, of 8,220 acre-feet during any one year;

(B) From diverting or permitting the diversion of water from the San Francisco River, its tributaries, and underground water sources for the irrigation within each of the

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following areas of more than the following number of acres during any one year:

Luna Area	225
Apache Creek-Aragon Area	316
Reserve Area	725
Glenwood Area.....	1,003

and from exceeding a total consumptive use of such water for whatever purpose, of 31,870 acre-feet during any period of ten consecutive years; and from exceeding a total consumptive use of such water, for whatever purpose, of 4,112 acre-feet during any one year;

(C) From diverting or permitting the diversion of water from the Gila River, its tributaries (exclusive of the San Francisco River and San Simon Creek and their tributaries), and underground water sources for the irrigation within each of the following areas of more than the following number of acres during any one year:

Upper Gila Area	287
Cliff-Gila and Buckhorn-Duck Creek Area	5,314
Red Rock Area.....	1,456

and from exceeding a total consumptive use of such water (exclusive of uses in Virden Valley, New Mexico), for whatever purpose, of 136,620 acre-feet during any period of ten consecutive years; and from exceeding a total consumptive use of such water (exclusive of uses in Virden Valley, New Mexico), for whatever purpose, of 15,895 acre-feet during any one year;

(D) From diverting or permitting the diversion of water from the Gila River and its underground water sources in the Virden Valley, New Mexico, except for use on lands determined to have the right to the use of such water by the decree entered by the United States District Court for the District of Arizona on June 29, 1935, in *United States v. Gila Valley Irrigation District et al.* (Globe Equity No. 59) (herein referred to as the *Gila Decree*), and except pursuant

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to and in accordance with the terms and provisions of the *Gila Decree*; provided, however, that:

(1) This decree shall not enjoin the use of underground water on any of the following lands:

Owner	Subdivision and Legal Description	Sec.	Twp.	Rng.	Acreage
Marvin Arnett and J. C. O'Dell	Part Lot 3	6	19S	21W	33.84
	Part Lot 4	6	19S	21W	52.33
	NW ¹ / ₄ SW ¹ / ₄	5	19S	21W	38.36
	SW ¹ / ₄ SW ¹ / ₄	5	19S	21W	39.80
	Part Lot 1	7	19S	21W	50.68
	NW ¹ / ₄ NW ¹ / ₄	8	19S	21W	38.03
Hyrum M. Pace,	SW ¹ / ₄ NE ¹ / ₄	12	19S	21W	8.00
Ray Richardson,	SW ¹ / ₄ NE ¹ / ₄	12	19S	21W	15.00
Harry Day and N. O. Pace, Est.	SE ¹ / ₄ NE ¹ / ₄	12	19S	21W	7.00
C. C. Martin.....	S. part SE ¹ / ₄				
	SW ¹ / ₄ SE ¹ / ₄	1	19S	21W	0.93
	W ¹ / ₂ W ¹ / ₂ W ¹ / ₂				
	NE ¹ / ₄ NE ¹ / ₄	12	19S	21W	0.51
	NW ¹ / ₄ NE ¹ / ₄	12	19S	21W	18.01
A. E. Jacobson.....	SW part Lot 1.....	6	19S	21W	11.58
W. LeRoss Jones.....	E. Central part:	12	19S	21W	0.70
	E ¹ / ₂ E ¹ / ₂ E ¹ / ₂				
	NW ¹ / ₄ NW ¹ / ₄				
	SW part NE ¹ / ₄				
	NW ¹ / ₄	12	19S	21W	8.93
	N. Central part:	12	19S	21W	0.51
	N ¹ / ₂ N ¹ / ₂ NW ¹ / ₂				
	SE ¹ / ₄ NW ¹ / ₄				
Conrad and James	N ¹ / ₂ N ¹ / ₂ N ¹ / ₂				
R. Donaldson	SE ¹ / ₄	18	19S	20W	8.00
James D.					
Freestone	Part W ¹ / ₂ NW ¹ / ₄	33	18S	21W	7.79
Virgil W. Jones.....	N ¹ / ₂ SE ¹ / ₄	12	19S	21W	7.40
	NW ¹ / ₄ ; SE ¹ / ₄				
	NE ¹ / ₄ NW ¹ / ₄				
Darrell Brooks.....	SE ¹ / ₄ SW ¹ / ₄	32	18S	21W	6.15
Floyd Jones.....	Part N ¹ / ₂ SE ¹ / ₄				
	NE ¹ / ₄	13	19S	21W	4.00
	Part NW ¹ / ₄				
	SW ¹ / ₄ NW ¹ / ₄	18	19S	20W	1.70
L. M. Hatch.....	SW ¹ / ₄ SW ¹ / ₄	32	18S	21W	4.40
	Virден Townsite.....				3.90

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Owner	Subdivision and Legal Description	Sec.	Twp.	Rng.	Acreage
Carl M. Donaldson...	SW ¹ / ₄ SE ¹ / ₄	12	19S	21W	3.40
	Part NW ¹ / ₄ NW ¹ / ₄				
Mack Johnson	NE ¹ / ₄	10	19S	21W	2.80
	Part NE ¹ / ₄ NW ¹ / ₄				
	NE ¹ / ₄	10	19S	21W	0.30
	Part N ¹ / ₂ N ¹ / ₂ S ¹ / ₂				
	NW ¹ / ₄ NE ¹ / ₄	10	19S	21W	0.10
	SE ¹ / ₄ SE ¹ / ₄ ; SW ¹ / ₄				
	SE ¹ / ₄	3	19S	21W	} 2.66
Chris Dotz.....	NW ¹ / ₄ NE ¹ / ₄ ; NE ¹ / ₄ NE ¹ / ₄	10	19S	21W	
Roy A. Johnson	NE ¹ / ₄ SE ¹ / ₄ SE ¹ / ₄	4	19S	21W	1.00
Ivan and Antone Thygerson	NE ¹ / ₄ SE ¹ / ₄ SE ¹ / ₄	32	18S	21W	1.00
	SW ¹ / ₄ SE ¹ / ₄				
John W. Bonine	SW ¹ / ₄	34	18S	21W	1.00
Marion K. Mortenson	SW ¹ / ₄ SW ¹ / ₄ SE ¹ / ₄	33	18S	21W	<u>1.00</u>
Total	380.81

or on lands or for other uses in the Virden Valley to which such use may be transferred or substituted on retirement from irrigation of any of said specifically described lands, up to a maximum total consumptive use of such water of 838.2 acre-feet per annum, unless and until such uses are adjudged by a court of competent jurisdiction to be an infringement or impairment of rights confirmed by the *Gila Decree*; and

(2) This decree shall not prohibit domestic use of water from the Gila River and its underground water sources on lands with rights confirmed by the *Gila Decree*, or on farmsteads located adjacent to said lands, or in the Virden Townsite, up to a total consumptive use of 265 acre-feet per annum in addition to the uses confirmed by the *Gila Decree*, unless and until such use is adjudged by a court of competent jurisdiction to be an infringement or impairment of rights confirmed by the *Gila Decree*;

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(E) Provided, however, that nothing in this Article IV shall be construed to affect rights as between individual water users in the State of New Mexico; nor shall anything in this Article be construed to affect possible superior rights of the United States asserted on behalf of National Forests, Parks, Memorials, Monuments, and lands administered by the Bureau of Land Management; and provided further that in addition to the diversions authorized herein the United States has the right to divert water from the mainstream of the Gila and San Francisco Rivers in quantities reasonably necessary to fulfill the purposes of the Gila National Forest with priority dates as of the date of withdrawal for forest purposes of each area of the forest within which the water is used;

(F) Provided, further, that no diversion from a stream authorized in Article IV(A) through (D) may be transferred to any of the other streams, nor may any use for irrigation purposes within any area on one of the streams be transferred for use for irrigation purposes to any other area on that stream.

V. The United States shall prepare and maintain, or provide for the preparation and maintenance of, and shall make available, annually and at such shorter intervals as the Secretary of the Interior shall deem necessary or advisable, for inspection by interested persons at all reasonable times and at a reasonable place or places, complete, detailed, and accurate records of:

(A) Releases of water through regulatory structures controlled by the United States;

(B) Diversions of water from the mainstream, return flow of such water to the stream as is available for consumptive use in the United States or in satisfaction of the Mexican Treaty obligation, and consumptive use of such water. These quantities shall be stated separately as to each diverter from the mainstream, each point of diversion, and each of the States of Arizona, California, and Nevada;

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(C) Releases of mainstream water pursuant to orders therefor but not diverted by the party ordering the same, and the quantity of such water delivered to Mexico in satisfaction of the Mexican Treaty or diverted by others in satisfaction of rights decreed herein. These quantities shall be stated separately as to each diverter from the mainstream, each point of diversion, and each of the States of Arizona, California, and Nevada;

(D) Deliveries to Mexico of water in satisfaction of the obligations of Part III of the Treaty of February 3, 1944, and, separately stated, water passing to Mexico in excess of treaty requirements;

(E) Diversions of water from the mainstream of the Gila and San Francisco Rivers and the consumptive use of such water, for the benefit of the Gila National Forest.

VI. By March 9, 1967, the States of Arizona, California, and Nevada shall furnish to this Court and to the Secretary of the Interior a list of the present perfected rights, with their claimed priority dates, in waters of the mainstream within each State, respectively, in terms of consumptive use, except those relating to federal establishments. Any named party to this proceeding may present its claim of present perfected rights or its opposition to the claims of others. The Secretary of the Interior shall supply similar information, by March 9, 1967, with respect to the claims of the United States to present perfected rights within each State. If the parties and the Secretary of the Interior are unable at that time to agree on the present perfected rights to the use of mainstream water in each State, and their priority dates, any party may apply to the Court for the determination of such rights by the Court. A list of present perfected rights, with priority dates, in waters of the mainstream in the States of Arizona, California, and Nevada is set forth in Parts I–A, II–A, and III of the Appendix to this decree and is incorporated herein by reference.

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VII. The State of New Mexico shall, by March 9, 1968, prepare and maintain, or provide for the preparation and maintenance of, and shall annually thereafter make available for inspection at all reasonable times and at a reasonable place or places, complete, detailed, and accurate records of:

(A) The acreages of all lands in New Mexico irrigated each year from the Gila River, the San Francisco River, San Simon Creek, and their tributaries and all of their underground water sources, stated by legal description and component acreages and separately as to each of the areas designated in Article IV of this decree and as to each of the three streams;

(B) Annual diversions and consumptive uses of water in New Mexico, from the Gila River, the San Francisco River, San Simon Creek, and their tributaries and all their underground water sources, stated separately as to each of the three streams.

VIII. This decree shall not affect:

(A) The relative rights *inter sese* of water users within any one of the States, except as otherwise specifically provided herein;

(B) The rights or priorities to water in any of the Lower Basin tributaries of the Colorado River in the States of Arizona, California, Nevada, New Mexico, and Utah except the Gila River System;

(C) The rights or priorities, except as specific provision is made herein, of any Indian Reservation, National Forest, Park, Recreation Area, Monument or Memorial, or other lands of the United States;

(D) Any issue of interpretation of the Colorado River Compact.

IX. Any of the parties may apply at the foot of this decree for its amendment or for further relief. The Court retains jurisdiction of this suit for the purpose of any order, direction, or modification of the decree, or any supplementary de-

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cree, that may at any time be deemed proper in relation to the subject matter in controversy.

APPENDIX

The present perfected rights to the use of mainstream water in the States of Arizona, California, and Nevada, and their priority dates are determined to be as set forth below, subject to the following:

(1) The following listed present perfected rights relate to the quantity of water which may be used by each claimant and the list is not intended to limit or redefine the type of use otherwise set forth in this decree.

(2) This determination shall in no way affect future adjustments resulting from determinations relating to settlement of Indian reservation boundaries referred to in Article II(D)(5) of this decree.

(3) Article IX of this decree is not affected by this list of present perfected rights.

(4) Any water right listed herein may be exercised only for beneficial uses.

(5) In the event of a determination of insufficient mainstream water to satisfy present perfected rights pursuant to Article II(B)(3) of this decree, the Secretary of the Interior shall, before providing for the satisfaction of any of the other present perfected rights except for those listed herein as “MISCELLANEOUS PRESENT PERFECTED RIGHTS” (rights numbered 7–21 and 29–80 below) in the order of their priority dates without regard to state lines, first provide for the satisfaction in full of all rights of the Chemehuevi Indian Reservation, Cocopah Indian Reservation, Fort Yuma Indian Reservation, Colorado River Indian Reservation, and the Fort Mojave Indian Reservation as set forth in Article II(D)(1)–(5) of this decree, provided that the quantities fixed in paragraphs (1) through (5) of Article II(D) of this decree shall continue to be subject to appropriate adjustment by agreement or decree of this Court in the event that the boundaries of the respective reservations are finally deter-

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mined except for the western boundaries of the Fort Mojave and Colorado River Indian Reservations in California and except for the boundaries of the Fort Yuma Indian Reservation in Arizona and California. Additional present perfected rights so adjudicated by such adjustment shall be in annual quantities not to exceed the quantities of mainstream water necessary to supply the consumptive use required for irrigation of the practicably irrigable acres which are included within any area determined to be within a reservation by such final determination of a boundary and for the satisfaction of related uses. The quantities of diversions are to be computed by determining net practicably irrigable acres within each additional area using the methods set forth by the Special Master in this case in his report to this Court dated December 5, 1960, and by applying the unit diversion quantities thereto, as listed below:

<u>Indian Reservation</u>	<u>Unit Diversion Quantity Acre-Feet Per Irrigable Acre</u>
Cocopah	6.37
Colorado River	6.67
Chemehuevi	5.97
Ft. Mojave	6.46
Ft. Yuma	6.67

The foregoing reference to a quantity of water necessary to supply consumptive use required for irrigation, and as that provision is included within paragraphs (1) through (5) of Article II(D) of this decree, shall constitute the means of determining quantity of adjudicated water rights but shall not constitute a restriction of the usage of them to irrigation or other agricultural application. If all or part of the adjudicated water rights of any of the five Indian reservations is used other than for irrigation or other agricultural application, the total consumptive use, as that term is defined in

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Article I(A) of this decree, for said reservation shall not exceed the consumptive use that would have resulted if the diversions listed in subparagraph (i) of paragraphs (1) through (5) of Article II(D) of this decree had been used for irrigation of the number of acres specified for that reservation in said paragraphs and for the satisfaction of related uses. Effect shall be given to this paragraph notwithstanding the priority dates of the present perfected rights as listed below. However, nothing in this paragraph (5) shall affect the order in which such rights listed below as “MISCELLANEOUS PRESENT PERFECTED RIGHTS” (numbered 7–21 and 29–80 below) shall be satisfied. Furthermore, nothing in this paragraph shall be construed to determine the order of satisfying any other Indian water rights claims not herein specified.

I

ARIZONA

A. Federal Establishments’ Present Perfected Rights

The federal establishments named in Article II, subdivision (D), paragraphs (2), (3), (4), and (5) of this decree, such rights having been decreed in Article II:

<u>Defined Area of Land</u>	<u>Annual Diversions (Acre-Feet)</u>	<u>Net Acres¹</u>	<u>Priority Date</u>
1) Cocopah Indian Reservation	7,681	1,206	Sept. 27, 1917
2) Colorado River Indian Reservation	358,400	53,768	Mar. 3, 1865
	252,016	37,808	Nov. 22, 1873
	51,986	7,799	Nov. 16, 1874
3) Fort Mojave Indian Reservation	27,969	4,327	Sept. 18, 1890
	75,566	11,691	Feb. 2, 1911
3a) Fort Yuma Indian Reservation	6,350	952	Jan. 9, 1884

¹ The quantity of water in each instance is measured by (i) diversions or (ii) consumptive use required for irrigation of the respective acreage and for satisfaction of related uses, whichever of (i) or (ii) is less.

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In addition to the mainstream diversion rights in favor of the Indian reservations specified in Paragraph I(A) of this Appendix, a mainstream diversion right of 2,026 acre-feet for the Cocopah Reservation shall be charged against the State of Arizona with a priority date of June 24, 1974.

B. Water Projects' Present Perfected Rights

(4) *The Valley Division, Yuma Project* in annual quantities not to exceed (i) 254,200 acre-feet of diversions from the mainstream or (ii) the quantity of mainstream water necessary to supply the consumptive use required for irrigation of 43,562 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, with a priority date of 1901.

(5) *The Yuma Auxiliary Project, Unit B* in annual quantities not to exceed (i) 6,800 acre-feet of diversions from the mainstream or (ii) the quantity of mainstream water necessary to supply the consumptive use required for irrigation of 1,225 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, with a priority date of July 8, 1905.

(6) *The North Gila Valley Unit, Yuma Mesa Division, Gila Project* in annual quantities not to exceed (i) 24,500 acre-feet of diversions from the mainstream or (ii) the quantity of mainstream water necessary to supply the consumptive use required for irrigation of 4,030 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, with a priority date of July 8, 1905.

C. Miscellaneous Present Perfected Rights

1. The following miscellaneous present perfected rights in Arizona in annual quantities of water not to exceed the listed acre-feet of diversion from the mainstream to supply the consumptive use required for irrigation and the satisfaction of related uses within the boundaries of the land described and with the priority dates listed:

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<u>Defined Area of Land</u>	<u>Annual Diversions (acre-feet)</u>	<u>Priority Date</u>
7) 160 Acres in Lots 21, 24, and 25, Sec. 29 and Lots 15, 16, 17 and 18, and the SW ¹ / ₄ of the SE ¹ / ₄ , Sec. 30, T.16S., R.22E., San Bernardino Base and Meridian, Yuma County, Arizona. (Powers) ²	960	1915
8) Lots 11, 12, 13, 19, 20, 22 and S ¹ / ₂ of SW ¹ / ₄ , Sec. 30, T.16S., R.22E., San Bernardino Base and Meridian, Yuma County, Arizona. (United States) ³	1,140	1915
9) 60 acres within Lot 2, Sec. 15 and Lots 1 and 2, Sec. 22, T.10N., R.19W., G&SRBM. (Graham) ²	360	1910
10) 180 acres within the N ¹ / ₂ of the S ¹ / ₂ and the S ¹ / ₂ of the N ¹ / ₂ of Sec. 13 and the SW ¹ / ₄ of the NE ¹ / ₄ of Sec. 14, T.18N., R.22W., G&SRBM. (Hulet) ²	1,080	1902
11) 45 acres within the NE ¹ / ₄ of the SW ¹ / ₄ , the SW ¹ / ₄ of the SW ¹ / ₄ and the SE ¹ / ₄ of the SW ¹ / ₄ of Sec. 11, T.18N., R.22W., G&SRBM. 80 acres within the N ¹ / ₂ of the SW ¹ / ₄ of Sec. 11, T.18N., R.22W., G&SRBM. 10 acres within the NW ¹ / ₄ of the NE ¹ / ₄ of the NE ¹ / ₄ of Sec. 15, T.18N., R.22W., G&SRBM. 40 acres within the SE ¹ / ₄ of the SE ¹ / ₄ of Sec. 15, T.18N., R.22W., G&SRBM. (Hurschler) ²	1,050	1902
12) 40 acres within Sec. 13, T.17N., R.22W., G&SRBM. (Miller) ²	240	1902

²The names in parentheses following the description of the “Defined Area of Land” are used for identification of present perfected rights only; the name used is the first name appearing as the Claimants identified with a parcel in Arizona’s 1967 list submitted to this Court.

³Included as a part of the Powers’ claim in Arizona’s 1967 list submitted to this Court. Subsequently, the United States and Powers agreed to a Stipulation of Settlement on land ownership whereby title to this property was quieted in favor of the United States.

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<u>Defined Area of Land</u>	<u>Annual Diversions (acre-feet)</u>	<u>Priority Date</u>
13) 120 acres within Sec. 27, T.18N., R.22W., G&SRBM.	810	1902
15 acres within the NW ¹ / ₄ of the NW ¹ / ₄ , Sec. 23, T.18N., R.22W., G&SRBM. (McKellips and Granite Reef Farms) ⁴		
14) 180 acres within the NW ¹ / ₄ of the NE ¹ / ₄ , the SW ¹ / ₄ of the NE ¹ / ₄ , the NE ¹ / ₄ of the SW ¹ / ₄ , the NW ¹ / ₄ of the SE ¹ / ₄ , the NE ¹ / ₄ of the SE ¹ / ₄ , and the SW ¹ / ₄ of the SE ¹ / ₄ , and the SE ¹ / ₄ of the SE ¹ / ₄ , Sec. 31, T.18N., R.21W., G&SRBM. (Sherrill & Lafolette) ⁴	1,080	1902
15) 53.89 acres as follows: Beginning at a point 995.1 feet easterly of the NW corner of the NE ¹ / ₄ of Sec. 10, T.8S., R.22W., Gila and Salt River Base and Meridian; on the northerly boundary of the said NE ¹ / ₄ , which is the true point of beginning, then in a southerly direction to a point on the southerly boundary of the said NE ¹ / ₄ which is 991.2 feet E. of the SW corner of said NE ¹ / ₄ thence east- erly along the S. line of the NE ¹ / ₄ , a distance of 807.3 feet to a point, thence N. 0°7' W., 768.8 feet to a point, thence E. 124.0 feet to a point, thence northerly 0°14' W., 1,067.6 feet to a point, thence E. 130 feet to a point, thence northerly 0°20' W., 405.2 feet to a point, thence northerly 63°10' W., 506.0 feet to a point, thence northerly 90°15' W., 562.9 feet to a point on the northerly boundary of the said NE ¹ / ₄ , thence easterly along the said northerly boundary of the said NE ¹ / ₄ , 116.6 feet to the true point of the beginning containing 53.89 acres. All as more particularly described and set forth in that survey executed by Thomas A. Yowell, Land Surveyor on June 24, 1969. (Molina) ⁴	318	1928

⁴The names in parentheses following the description of the “Defined Area of Land” are the names of claimants, added since the 1967 list, upon whose water use these present perfected rights are predicated.

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<u>Defined Area of Land</u>	<u>Annual Diversions (acre-feet)</u>	<u>Priority Date</u>
16) 60 acres within the NW ¹ / ₄ of the NW ¹ / ₄ and the north half of the SW ¹ / ₄ of the NW ¹ / ₄ of Sec. 14, T.8S., R.22W., G&SRBM.	780	1925
70 acres within the S ¹ / ₂ of the SW ¹ / ₄ of the SW ¹ / ₄ , and the W ¹ / ₂ of the SW ¹ / ₄ , Sec. 14, T.8S., R.22W., G&SRBM. (Sturges) ⁴		
17) 120 acres within the N ¹ / ₂ NE ¹ / ₄ , NE ¹ / ₄ NW ¹ / ₄ , Section 23, T.18N., R.22W., G&SRBM. (Zozaya) ⁴	720	1912
18) 40 acres in the W ¹ / ₂ of the NE ¹ / ₄ of Section 30, and 60 acres in the W ¹ / ₂ of the SE ¹ / ₄ of Section 30, and 60 acres in the E ¹ / ₂ of the NW ¹ / ₄ of Section 31, comprising a total of 160 acres all in Township 18 North, Range 21 West of the G&SRBM. (Swan) ⁴	960	1902
19) 7 acres in the East 300 feet of the W ¹ / ₂ of Lot 1 (Lot 1 being the SE ¹ / ₄ SE ¹ / ₄ , 40 acres more or less), Section 28, Township 16 South, Range 22 East, San Bernardino Meridian, lying North of U. S. Bureau of Reclamation levee right of way. EXCEPT that portion conveyed to the United States of America by instrument re- corded in Docket 417, page 150 EXCEPTING any portion of the East 300 feet of W ¹ / ₂ of Lot 1 within the natural bed of the Colorado River below the line of ordinary high water and also EXCEPTING any artificial accretions water- ward of said line of ordinary high water, all of which comprises approximately seven (7) acres. (Milton and Jean Phillips) ⁴	42	1900

2. The following miscellaneous present perfected rights in Arizona in annual quantities of water not to exceed the listed number of acre-feet of (i) diversions from the mainstream or (ii) the quantity of mainstream water necessary to supply the consumptive use, whichever of (i) or (ii) is less, for domestic,

[Footnote 4 is on p. 172]

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municipal, and industrial purposes within the boundaries of the land described and with the priority dates listed:

<u>Defined Area of Land</u>	<u>Annual Diversions (acre-feet)</u>	<u>Annual Consumptive Use (acre-feet)</u>	<u>Priority Date</u>
20) City of Parker ²	630	400	1905
21) City of Yuma ²	2,333	1,478	1893

II

CALIFORNIA

A. Federal Establishments' Present Perfected Rights

The federal establishments named in Article II, subdivision (D), paragraphs (1), (3), (4), and (5) of this decree, such rights having been decreed by Article II:

<u>Defined Area of Land</u>	<u>Annual Diversions (acre-feet)⁵</u>	<u>Net Acres⁵</u>	<u>Priority Date</u>
22) Chemehuevi Indian Reservation	11,340	1,900	Feb. 2, 1907
23) Fort Yuma Indian Reservation	71,616	10,742	Jan. 9, 1884
24) Colorado River Indian Reservation	10,745	1,612	Nov. 22, 1873
	40,241	6,037	Nov. 16, 1874
	5,860	879	May 15, 1876
25) Fort Mojave Indian Reservation	16,720	2,587	Sept. 18, 1890

B. Water Districts' and Projects' Present Perfected Rights

26)

The Palo Verde Irrigation District in annual quantities not to exceed (i) 219,780 acre-feet of diversions from the mainstream or (ii) the quantity of mainstream water necessary to

[Footnote 2 is on p. 171]

⁵ The quantity of water in each instance is measured by (i) diversions or (ii) consumptive use required for irrigation of the respective acreage and for satisfaction of related uses, whichever of (i) or (ii) is less.

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supply the consumptive use required for irrigation of 33,604 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, with a priority date of 1877.

27)

The Imperial Irrigation District in annual quantities not to exceed (i) 2,600,000 acre-feet of diversions from the mainstream or (ii) the quantity of mainstream water necessary to supply the consumptive use required for irrigation of 424,145 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, with a priority date of 1901.

28)

The Reservation Division, Yuma Project, California (non-Indian portion) in annual quantities not to exceed (i) 38,270 acre-feet of diversions from the mainstream or (ii) the quantity of mainstream water necessary to supply the consumptive use required for irrigation of 6,294 acres and for the satisfaction of related uses, whichever of (i) or (ii) is less, with a priority date of July 8, 1905.

C. Miscellaneous Present Perfected Rights

1. The following miscellaneous present perfected rights in California in annual quantities of water not to exceed the listed number of acre-feet of diversions from the mainstream to supply the consumptive use required for irrigation and the satisfaction of related uses within the boundaries of the land described and with the priority dates listed:

<u>Defined Area of Land</u>	<u>Annual Diversions (acre-feet)</u>	<u>Priority Date</u>
29) 130 acres within Lots 1, 2, and 3, SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 27, T.16S., R.22E., S.B.B. & M. (Wavers) ⁶	780	1856

⁶The names in parentheses following the description of the “Defined Area of Land” are used for identification of present perfected rights only; the name used is the first name appearing as the claimant identified with a parcel in California’s 1967 list submitted to this Court.

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<u>Defined Area of Land</u>	<u>Annual Diversions (acre-feet)</u>	<u>Priority Date</u>
30) 40 acres within W ¹ / ₂ , W ¹ / ₂ of E ¹ / ₂ of Section 1, T.9N., R.22E., S.B.B. & M. (Stephenson) ⁶	240	1923
31) 20 acres within Lots 1 and 2, Sec. 19, T.13S., R.23E., and Lots 2, 3, and 4 of Sec. 24, T.13S., R.22E., S.B.B. & M. (Mendivil) ⁶	120	1893
32) 30 acres within NW ¹ / ₄ of SE ¹ / ₄ , S ¹ / ₂ of SE ¹ / ₄ , Sec. 24, and NW ¹ / ₄ of NE ¹ / ₄ , Sec. 25, all in T.9S., R.21E., S.B.B. & M. (Grannis) ⁶	180	1928
33) 25 acres within Lot 6, Sec. 5; and Lots 1 and 2, SW ¹ / ₄ of NE ¹ / ₄ , and NE ¹ / ₄ of SE ¹ / ₄ of Sec. 8, and Lots 1 & 2 of Sec. 9, all in T.13S., R.22E., S.B.B. & M. (Morgan) ⁶	150	1913
34) 18 acres within E ¹ / ₂ of NW ¹ / ₄ and W ¹ / ₂ of NE ¹ / ₄ of Sec. 14, T.10S., R.21E., S.B.B. & M. (Milpitas) ⁶	108	1918
35) 10 acres within N ¹ / ₂ of NE ¹ / ₄ , SE ¹ / ₄ of NE ¹ / ₄ , and NE ¹ / ₄ of SE ¹ / ₄ , Sec. 30, T.9N., R.23E., S.B.B. & M. (Simons) ⁶	60	1889
36) 16 acres within E ¹ / ₂ of NW ¹ / ₄ and N ¹ / ₂ of SW ¹ / ₄ , Sec. 12, T.9N., R.22E., S.B.B. & M. (Colo. R. Sportsmen's League) ⁶	96	1921
37) 11.5 acres within E ¹ / ₂ of NW ¹ / ₄ , Sec. 1, T.10S., R.21E., S.B.B. & M. (Milpitas) ⁶	69	1914
38) 11 acres within S ¹ / ₂ of SW ¹ / ₄ , Sec. 12, T.9N., R.22E., S.B.B. & M. (Andrade) ⁶	66	1921
39) 6 acres within Lots 2, 3, and 7 and NE ¹ / ₄ of SW ¹ / ₄ , Sec. 19, T.9N., R.23E., S.B.B. & M. (Reynolds) ⁶	36	1904
40) 10 acres within N ¹ / ₂ of NE ¹ / ₄ , SE ¹ / ₄ of NE ¹ / ₄ and NE ¹ / ₄ of SE ¹ / ₄ , Sec. 24, T.9N., R.22E., S.B.B. & M. (Cooper) ⁶	60	1905

[Footnote 6 is on p. 175]

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<u>Defined Area of Land</u>	<u>Annual Diversions (acre-feet)</u>	<u>Priority Date</u>
41) 20 acres within SW ¹ / ₄ of SW ¹ / ₄ (Lot 8), Sec. 19, T.9N., R.23E., S.B.B. & M. (Chagnon) ⁷	120	1925
42) 20 acres within NE ¹ / ₄ of SW ¹ / ₄ , N ¹ / ₂ of SE ¹ / ₄ , SE ¹ / ₄ of SE ¹ / ₄ , Sec. 14, T.9S., R.21E., S.B.B. & M. (Lawrence) ⁷	120	1915

2. The following miscellaneous present perfected rights in California in annual quantities of water not to exceed the listed number of acre-feet of (i) diversions from the mainstream or (ii) the quantity of mainstream water necessary to supply the consumptive use, whichever of (i) or (ii) is less, for domestic, municipal, and industrial purposes within the boundaries of the land described and with the priority dates listed:

<u>Defined Area of Land</u>	<u>Annual Diversions (acre-feet)</u>	<u>Annual Consumptive Use (acre-feet)</u>	<u>Priority Date</u>
43) City of Needles ⁶	1,500	950	1885
44) Portions of: Secs. 5, 6, 7 & 8, T.7N., R.24E.; Sec. 1, T.7N., R.23E.; Secs. 4, 5, 9, 10, 15, 22, 23, 25, 26, 35, & 36, T.8N., R.23E.; Secs. 19, 29, 30, 32 & 33, T.9N., R.23E., S.B.B. & M. (Atchison, Topeka and Santa Fe Railway Co.) ⁶	1,260	273	1896
45) Lots 1, 2, 3, 4, 5, & SW ¹ / ₄ NW ¹ / ₄ of Sec. 5, T.13S., R.22E., S.B.B. & M. (Conger) ⁷	1.0	0.6	1921

[Footnote 6 is on p. 175]

⁷The names in parentheses following the description of the “Defined Area of Land” are the names of the homesteaders upon whose water use these present perfected rights, added since the 1967 list submitted to this Court, are predicated.

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<u>Defined Area of Land</u>	<u>Annual Diversions (acre-feet)</u>	<u>Annual Consumptive Use (acre-feet)</u>	<u>Priority Date</u>
46) Lots 1, 2, 3, 4 of Sec. 32, T.11S., R.22E., S.B.B. & M. (G. Draper) ⁷	1.0	0.6	1923
47) Lots 1, 2, 3, 4, and SE ¹ / ₄ SW ¹ / ₄ of Sec. 20, T.11S., R.22E., S.B.B. & M. (McDonough) ⁷	1.0	0.6	1919
48) SW ¹ / ₄ of Sec. 25, T.8S., R.22E., S.B.B. & M. (Faubion) ⁷	1.0	0.6	1925
49) W ¹ / ₂ NW ¹ / ₄ of Sec. 12, T.9N., R.22E., S.B.B. & M. (Dudley) ⁷	1.0	0.6	1922
50) N ¹ / ₂ SE ¹ / ₄ and Lots 1 and 2 of Sec. 13, T.8S., R.22E., S.B.B. & M. (Douglas) ⁷	1.0	0.6	1916
51) N ¹ / ₂ SW ¹ / ₄ , NW ¹ / ₄ SE ¹ / ₄ , Lots 6 and 7, Sec. 5, T.9S., R.22E., S.B.B. & M. (Beauchamp) ⁷	1.0	0.6	1924
52) NE ¹ / ₄ SE ¹ / ₄ , SE ¹ / ₄ NE ¹ / ₄ , and Lot 1, Sec. 26, T.8S., R.22E., S.B.B. & M. (Clark) ⁷	1.0	0.6	1916
53) N ¹ / ₂ SW ¹ / ₄ , NW ¹ / ₄ SE ¹ / ₄ , SW ¹ / ₄ NE ¹ / ₄ , Sec. 13, T.9S., R.21E., S.B.B. & M. (Lawrence) ⁷	1.0	0.6	1915
54) N ¹ / ₂ NE ¹ / ₄ , E ¹ / ₂ NW ¹ / ₄ , Sec. 13, T.9S., R.21E., S.B.B. & M. (J. Graham) ⁷	1.0	0.6	1914
55) SE ¹ / ₄ , Sec. 1, T.9S., R.21E., S.B.B. & M. (Geiger) ⁷	1.0	0.6	1910
56) Fractional W ¹ / ₂ of SW ¹ / ₄ (Lot 6) Sec. 6, T.9S., R.22E., S.B.B. & M. (Schneider) ⁷	1.0	0.6	1917

[Footnote 7 is on p. 177]

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<u>Defined Area of Land</u>	<u>Annual Diversions (acre-feet)</u>	<u>Annual Consumptive Use (acre-feet)</u>	<u>Priority Date</u>
57) Lot 1, Sec. 15; Lots 1 & 2, Sec. 14; Lots 1 & 2, Sec. 23; all in T.13S., R.22E., S.B.B. & M. (Martinez) ⁷	1.0	0.6	1895
58) NE ¹ / ₄ , Sec. 22, T.9S., R.21E., S.B.B. & M. (Earle) ⁷	1.0	0.6	1925
59) NE ¹ / ₄ SE ¹ / ₄ , Sec. 22, T.9S., R.21E., S.B.B. & M. (Diehl) ⁷	1.0	0.6	1928
60) N ¹ / ₂ NW ¹ / ₄ , N ¹ / ₂ NE ¹ / ₄ , Sec. 23, T.9S., R.21E., S.B.B. & M. (Reid) ⁷	1.0	0.6	1912
61) W ¹ / ₂ SW ¹ / ₄ , Sec. 23, T.9S., R.21E., S.B.B. & M. (Graham) ⁷	1.0	0.6	1916
62) S ¹ / ₂ NW ¹ / ₄ , NE ¹ / ₄ SW ¹ / ₄ , SW ¹ / ₄ NE ¹ / ₄ , Sec. 23, T.9S., R.21E., S.B.B. & M. (Cate) ⁷	1.0	0.6	1919
63) SE ¹ / ₄ NE ¹ / ₄ , N ¹ / ₂ SE ¹ / ₄ , SE ¹ / ₄ SE ¹ / ₄ , Sec. 23, T.9S., R.21E., S.B.B. & M. (McGee) ⁷	1.0	0.6	1924
64) SW ¹ / ₄ SE ¹ / ₄ , SE ¹ / ₄ SW ¹ / ₄ , Sec. 23, NE ¹ / ₄ NW ¹ / ₄ , NW ¹ / ₄ NE ¹ / ₄ , Sec. 26; all in T.9S., R.21E., S.B.B. & M. (Stallard) ⁷	1.0	0.6	1924
65) W ¹ / ₂ SE ¹ / ₄ , SE ¹ / ₄ SE ¹ / ₄ , Sec. 26, T.9S., R.21E., S.B.B. & M. (Randolph) ⁷	1.0	0.6	1926
66) E ¹ / ₂ NE ¹ / ₄ , SW ¹ / ₄ NE ¹ / ₄ , SE ¹ / ₄ NW ¹ / ₄ , Sec. 26, T.9S., R.21E., S.B.B. & M. (Stallard) ⁷	1.0	0.6	1928

[Footnote 7 is on p. 177]

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<u>Defined Area of Land</u>	<u>Annual Diversions (acre-feet)</u>	<u>Annual Consumptive Use (acre-feet)</u>	<u>Priority Date</u>
67) S ¹ / ₂ SW ¹ / ₄ Sec. 13, N ¹ / ₂ NW ¹ / ₄ , Sec. 24; all in T.9S., R.21E., S.B.B. & M. (Keefe) ⁷	1.0	0.6	1926
68) SE ¹ / ₄ NW ¹ / ₄ , NW ¹ / ₄ , SE ¹ / ₄ , Lots 2, 3, & 4, Sec. 25, T.13S., R.23E., S.B.B. & M. (C. Ferguson) ⁷	1.0	0.6	1903
69) Lots 4 & 7, Sec. 6; Lots 1 & 2, Sec. 7; all in T.14S., R.24E., S.B.B. & M. (W. Ferguson) ⁷	1.0	0.6	1903
70) SW ¹ / ₄ SE ¹ / ₄ , Lots 2, 3, and 4, Sec. 24, T.12S., R.21E., Lot 2, Sec. 19, T.12S., R.22E., S.B.B. & M. (Vaulin) ⁷	1.0	0.6	1920
71) Lots 1, 2, 3, and 4, Sec. 25, T.12S., R.21E., S.B.B. & M. (Salisbury)	1.0	0.6	1920
72) Lots 2, 3, SE ¹ / ₄ SE ¹ / ₄ , Sec. 15, NE ¹ / ₄ NE ¹ / ₄ , Sec. 22; all in T.13S., R.22E., S.B.B. & M. (Hadlock) ⁷	1.0	0.6	1924
73) SW ¹ / ₄ NE ¹ / ₄ , SE ¹ / ₄ NW ¹ / ₄ , and Lots 7 & 8, Sec. 6, T.9S., R.22E., S.B.B. & M. (Streeter) ⁷	1.0	0.6	1903
74) Lot 4, Sec. 5; Lots 1 & 2, Sec. 7; Lots 1 & 2, Sec. 8; Lot 1, Sec. 18; all in T.12S., R.22E., S.B.B. & M. (J. Draper) ⁷	1.0	0.6	1903
75) SW ¹ / ₄ NW ¹ / ₄ , Sec. 5; SE ¹ / ₄ NE ¹ / ₄ and Lot 9, Sec. 6; all in T.9S., R.22E., S.B.B. & M. (Fitz) ⁷	1.0	0.6	1912

[Footnote 7 is on p. 177]

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<u>Defined Area of Land</u>	<u>Annual Diversions (acre-feet)</u>	<u>Annual Consumptive Use (acre-feet)</u>	<u>Priority Date</u>
76) NW ¹ / ₄ NE ¹ / ₄ , Sec. 26; Lots 2 & 3, W ¹ / ₂ SE ¹ / ₄ , Sec. 23; all in T.8S., R.22E., S.B.B. & M. (Williams) ⁷	1.0	0.6	1909
77) Lots 1, 2, 3, 4, & 5, Sec. 25, T.8S., R.22E., S.B.B. & M. (Estrada) ⁷	1.0	0.6	1928
78) S ¹ / ₂ NW ¹ / ₄ , Lot 1, frac. NE ¹ / ₄ SW ¹ / ₄ , Sec. 25, T.9S., R.21E., S.B.B. & M. (Whittle) ⁷	1.0	0.6	1925
79) N ¹ / ₂ NW ¹ / ₄ , Sec. 25; S ¹ / ₂ SW ¹ / ₄ , Sec. 24; all in T.9S., R.21E., S.B.B. & M. (Corington) ⁷	1.0	0.6	1928
80) S ¹ / ₂ NW ¹ / ₄ , N ¹ / ₂ SW ¹ / ₄ , Sec. 24, T.9S., R.21E., S.B.B. & M. (Tolliver) ⁷	1.0	0.6	1928

III

NEVADA

Federal Establishments' Present Perfected Rights

The federal establishments named in Article II, subdivision (D), paragraphs (5) and (6) of this decree, such rights having been decreed by Article II:

<u>Defined Area of Land</u>	<u>Annual Diversions (acre-feet)</u>	<u>Net Acres</u>	<u>Priority Date</u>
81) Fort Mojave Indian Reservation	12,534 ⁸	1,939 ⁸	Sept. 18, 1890

[Footnote 7 is on p. 177]

⁸The quantity of water in each instance is measured by (i) diversions or (ii) consumptive use required for irrigation of the respective acreage and for satisfaction of related uses, whichever of (i) or (ii) is less.

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<u>Defined Area of Land</u>	<u>Annual Diversion (acre-feet)</u>	<u>Net Acres</u>	<u>Priority Date</u>
82) Lake Mead National Recreation Area (The Overton Area of Lake Mead N.R.A. provided in Executive Order 5105)	500	300 ⁹	May 3, 1929

⁹ Refers to acre-feet of annual consumptive use, not to net acres.

TREATY SERIES 994

UTILIZATION OF WATERS
OF THE COLORADO AND TIJUANA RIVERS
AND OF THE RIO GRANDE



TREATY
BETWEEN THE UNITED STATES OF AMERICA
AND MEXICO

Signed at Washington February 3. 1944.

AND

PROTOCOL

Signed at Washington November 14, 1944.

Ratification advised by the Senate of the United States of America

April 18, 1945, subject to certain understandings.

Ratified by The President of the United States of America
November

1, 1945, subject to said understandings.

Ratified by Mexico October 16, 1945.

Ratifications exchanged at Washington November 8, 1945.

Proclaimed by the President of the United States of America

November 27, 1945, subject to said understandings.

Effective November 8. 1945.

UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1946

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a treaty between the United States of America and the United Mexican States relating to the utilization of the waters of the Colorado and Tijuana Rivers, and of the Rio Grande (Rio Bravo) from Fort Quitman, Texas, to the Gulf of Mexico, was signed by their respective Plenipotentiaries in Washington on February 3, 1944, and a protocol supplementary to the said treaty was signed by their respective Plenipotentiaries in Washington on November 14, 1944, the originals of which treaty and protocol, in the English and Spanish languages, are word for word as follows:

(1)

The Government of the United States of America and the Government of the United Mexican States: animated by the sincere spirit of cordiality and friendly cooperation which happily governs, the relations between them; taking into account the fact that Articles VI and VII of the Treaty of Peace, Friendship and Limits between the United States of America and the United Mexican States signed at Guadalupe Hidalgo on February 2, 1848, [¹] and Article IV of the boundary treaty between the two countries signed at the City of Mexico December 30, 1853 [²] regulate the use of the waters of the Rio Grande (Rio Bravo) and the Colorado River for purposes of navigation only; considering that the utilization of these waters for other purposes is desirable in the interest of both countries, and desiring, moreover, to fix and delimit the rights of the two countries with respect to the waters of the Colorado and Tijuana Rivers, and of the Rio Grande (Rio Bravo) from Fort Quitman, Texas, United States of America, to the Gulf of Mexico, in order to obtain the most complete and satisfactory utilization thereof, have resolved to conclude a treaty and for this purpose have named as their plenipotentiaries:

The President of the United States of America:

Los Gobiernos de los Estados Unidos de América y de los Estados Unidos Mexicanos: animados por el franco espíritu de cordialidad y de amistosa cooperación que felizmente norma sus relaciones; tomando en cuenta que los Artículos VI y VII del Tratado de Paz, Amistad y Límites entre los Estados Unidos de América y los Estados Unidos Mexicanos, firmado en Guadalupe Hidalgo, el 2 de febrero de 1848, y el Artículo IV del tratado de límites entre los dos países, firmado en la ciudad de México el 30 de diciembre de 1853, reglamentan únicamente para fines de navegación el uso de las aguas de los ríos Bravo (Grande) y Colorado; considerando que a los intereses de ambos países conviene el aprovechamiento de esas aguas en otros usos y consumos y deseando, por otra parte, fijar y delimitar claramente los derechos de las dos Repúblicas sobre los ríos Colorado y Tijuana y sobre el río Bravo (Grande), de Fort Quitman, Texas, Estados Unidos de América, al Golfo de México, a fin de obtener su utilización más completa y satisfactoria, han resuelto celebrar un tratado y, al efecto, han nombrado como sus plenipotenciarios:

El Presidente de los Estados Unidos de América:

¹ [Treaty Series 207; 9 Stat. 922; 18 Stat. (Pt. 2, Public Treaties) 492.]

² [Treaty Series 208; 10 Stat. 1031; 18 Stat. (Pt. 2, Public Treaties) 503.]

Cordell Hull, Secretary of State of the United States of America, George S. Messersmith, Ambassador Extraordinary and Plenipotentiary of the United States of America in Mexico, and Lawrence M. Lawson, United States Commissioner, International Boundary Commission, United States and Mexico; and.

The President of the United Mexican States:

Francisco Castillo Nájera, Ambassador Extraordinary and Plenipotentiary of the United Mexican States in Washington, and Rafael Fernández MacGregor, Mexican Commissioner, International Boundary Commission, United States and Mexico; who, having communicated to each other their respective Full Powers and having found them in good and due form, have agreed upon the following:

I -PRELIMINARY PROVISIONS

ARTICLE 1

For the purposes of this Treaty it shall be understood that:

(a) "The United States" means the United States of America.

(b) "Mexico" means the United Mexican States.

(c) "The Commission" means the International Boundary and Water Commission, United States and Mexico, as described in Article 2 of this Treaty.

(d) "To divert" means the deliberate act of taking water from

Al Se ior Cordell Hull, Secretario de Estado de los Estados Unidos de América, al Se or George S. Messersmith, Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América en México, y al Se or Ingeniero Lawrence M. Lawson, Comisionado de los Estados Unidos en la Comisión Internacional de Límites entre los Estados Unidos y México; y

El Presidente de los Estados Unidos Mexicanos:

Al Se or Dr. Francisco Castillo Nájera, Embajador Extraordinario y Plenipotenciario de los Estados Unidos Mexicanos en Wáshington, y al Se or Ingeniero Rafael Fernández MacGregor, Comisionado Mexicano en la Comisión Internacional de Límites entre los Estados Unidos y México; quienes, después de haberse comunicado sus respectivos Plenos Poderes y haberlos encontrado en buena y debida forma, convienen en lo siguiente:

I - DISPOSICIONES PRELIMINARES

ARTICULO 1

Para los efectos de este Tratado se entenderá:

a) Por "los Estados Unidos", los Estados Unidos de América.

b) Por "México", los Estados Unidos Mexicanos.

c) Por "La Comisión", la Comisión Intemacional de Límites y Aguas entre los Estados Unidos y México, según se define en el Artículo 2 de este Tratado.

d) Por "derivar", el acto deliberado de tomar agua de cualquier

[T.S. 994]

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any channel in order to convey it elsewhere for storage, or to utilize it for domestic, agricultural, stock-raising or industrial purposes whether this be done by means of dams across the channel, partition weirs, lateral intakes, pumps or any other methods.

(e) “Point of diversion” means the place where the act of diverting the water is effected.

(f) “Conservation capacity of storage reservoirs” means that part of their total capacity devoted to holding and conserving the water for disposal thereof as and when required, that is, capacity additional to that provided for silt retention and flood control.

(g) “Flood discharges and spills” means the voluntary or involuntary discharge of water for flood control as distinguished from releases for other purposes.

(h) “Return flow” means that portion of diverted water that eventually finds its way back to the source from which it was diverted.

(i) “Release” means the deliberate discharge of stored water for conveyance elsewhere or for direct utilization.

(j) “Consumptive use” means the use of water by evaporation, plant transpiration or other manner whereby the water is consumed and does not return to its source of supply. In general it is measured by the amount of water

cauce con objeto de hacerla llegar a otro lugar y almacenarla, o aprovecharla con fines domésticos, agrícolas, ganaderos o industriales; ya sea que dicho acto se lleve a cabo utilizando presas construídas a través del cauce, partidores de corriente, bocatomas laterales, bombas o cualesquier otros medios.

e) Por “punto de derivación”, el lugar en que se realiza el acto de derivar el agua.

f) Por “capacidad útil de las presas de almacenamiento”, aquella parte de la capacidad total que se dedica a retener y conservar el agua para disponer de ella cuando sea necesario, o sea, la capacidad adicional a las destinadas al azolve y al control de avenidas.

g) Por “desfogue” y por “derrame”, la salida voluntaria o involuntaria de agua para controlar las avenidas o con cualquier otro propósito que no sea de los especificados para la extracción.

h) Por “retomos”, la parte de un volumen de agua derivada de una fuente de abastecimiento, que finalmente regresa a su fuente original.

i) Por “extracción” la salida del agua almacenada, deliberadamente realizada para su conducción a otro lugar o para su aprovechamiento directo.

j) Por “consunio”, el agua evaporada, transpirada por las plantas, retenida o por cualquier medio perdida y que no puede retornar a su cauce de escurrimiento. En general se mide por el monto del agua derivada menos

diverted less the part thereof. which returns to the stream.

(k) “Lowest major international dam or reservoir” means the major international dam or reservoir situated farthest downstream.

(1) “Highest major international dam or reservoir” means the major international dam or reservoir situated farthest upstream.

ARTICLE 2

The International Boundary Commission established pursuant to the provisions of the Convention between the United States and Mexico signed in Washington March 1, 1889 [¹] to facilitate the carrying out of the principles contained in the Treaty of November 12, 1884 [²] and to avoid difficulties occasioned by reason of the changes which take place in the beds of the Rio Grande (Rio Bravo) and the Colorado River shall hereafter be known as the International Boundary and Water Commission, United States and Mexico, which shall continue to function for the entire period during which the present Treaty shall continue in force. Accordingly, the term of the Convention of March 1, 1889 shall be considered to be indefinitely extended, and the Convention of November 21, 1900 [³] between the United States and Mexico regarding that Convention shall be considered completely terminated.

The application of the present Treaty, the regulation and exer-

el volumen que retorna al cauce.

k) Por “presa inferior principal internacional de almacenamiento”, la presa internacional principal situada más aguas abajo.

1) Por “presa superior principal internacional de almacenamiento”, la presa internacional principal situada más aguas arriba.

ARTICULO 2

La Comisión Internacional de Límites establecida por la Convención suscrita en Washington, por los Estados Unidos; y México, el primero de marzo de 1889, para facilitar la ejecución de los principios contenidos en el Tratado de 12 de noviembre de 1884, y para evitar las dificultades ocasionadas con motivo de los cambios que tienen lugar en el cauce de los ríos Bravo (Grande) y Colorado, cambiará su nombre por el de Comisión Internacional de Límites y Aguas, entre los Estados Unidos y México, la que continuará en funciones por todo el tiempo que el presente Tratado esté en vigor. En tal virtud se considera prorrogado indefinidamente el término de la Convención de primero de marzo de 1889 y se deroga, por completo, la de 21 de noviembre de 1900, entre los Estados Unidos y México, relativa a aquella Convención.

The aplicación of the present La Tratado, la reglamentación y el ejerci-

¹ [Treaty Series 232; 26 Stat. 1512]

² [Treaty Series 226; 24 Stat. 1011.]

³ [Treaty Series 244; 31 Stat. 1936.]

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cise of the rights and obligations which the two Governments assume thereunder, and the settlement of all disputes to which its observance and execution may give rise are hereby entrusted to the International Boundary and Water Commission, which shall function in conformity with the powers and limitations set forth in this Treaty.

The Commission shall in all respects have the status of an international body, and shall consist of a United States Section and a Mexican Section. The head of each Section shall be an Engineer Commissioner. Wherever there are provisions in this Treaty for joint action or joint agreement by the two Governments, or for the furnishing of reports, studies or plans to the two Governments, or similar provisions, it shall be understood that the particular matter in question shall be handled by or through the Department of State of the United States and the Ministry of Foreign Relations of Mexico.

The Commission or either of its two Sections may employ such assistants and engineering and legal advisers as it may deem necessary. Each Government shall accord diplomatic status to the Commissioner, designated by the other Government. The Commissioner, two principal engineers, a legal adviser, and a secretary, designated by each Government as members of its Section of the Commission, shall be entitled in the territory of the other country to the privileges and immuni-

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cio de los derechos y el cumplimiento de las obligaciones que los dos Gobiernos adquieren en virtud del mismo, y la resolución de todos los conflictos que originen su observancia y ejecución, quedan confiados a la Comisión Internacional de Límites y Aguas que funcionará de conformidad con las facultades y restricciones que se fijan en este Tratado.

La Comisión tendrá, plenamente el carácter de un organismo internacional y estará, constituida por una Sección de los Estados Unidos y por una Sección Mexicana. Cada Sección será encabezada por un Comisionado Ingeniero. Cuando en este Tratado se establece acción conjunta o el acuerdo de los dos Gobiernos o la presentación a los mismos de informes, estudios o proyectos, u otras estipulaciones similares, se entenderá que dichos asuntos serán de la competencia de la Secretaría de Estado de los Estados Unidos y de la Secretaría de Relaciones Exteriores de México o que se tratarán por su conducto.

La Comisión y cada una de las Secciones que la constituyen podrán emplear a los auxiliares y consejeros técnicos, de ingeniería y legales, que estimen necesarios. Cada Gobierno reconocerá carácter diplomático al Comisionado del otro, y el Comisionado, dos ingenieros principales, un consejero legal y un secretario designados por el otro Gobierno como miembros de su Sección de la Comisión, tendrán derecho a todos los privilegios e inmunidades pertenecientes a funcionarios diplo-

ties appertaining to diplomatic officers. The Commission and its personnel may freely carry out their observations, studies and field work in the territory of either country.

The jurisdiction of the Commission shall extend to the limitrophe parts of the Rio Grande (Rio Bravo) and the Colorado River, to the land boundary between the two countries, and to works located upon their common boundary, each Section of the Commission retaining jurisdiction over that part of the works located within the limits of its own country. Neither Section shall assume jurisdiction or control over works located within the limits of the country of the other without the express consent of the Government of the latter. The works constructed, acquired or used in fulfillment of the provisions of this Treaty and located wholly within the territorial limits of either country, although these works may be international in character, shall remain, except as herein otherwise specifically provided, under the exclusive jurisdiction and control of the Section of the Commission in whose country the works may be situated.

The duties and powers vested in the Commission by this Treaty shall be in addition to those vested in the International Boundary Commission by the Convention of March 1, 1889 and other pertinent treaties and agreements in force between the two countries except as the provisions of any of them

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máticos. La Comisión y su personal podrán llevar a cabo, con toda libertad, sus observaciones, estudios y trabajos de campo en el territorio de cualquiera de los dos países.

La jurisdicción de la Comisión se ejercerá sobre, los tramos limítrofes del río Bravo (Grande) y del río Colorado, sobre la línea divisoria terrestre entre los dos países y sobre las obras construídas en aquéllos y en ésta. Cada una de las Secciones tendrá jurisdicción sobre la parte de las obras situadas dentro de los límites de su nación y ninguna de ellas ejercerá jurisdicción o control sobre obras construídas o situadas dentro de los límites del país de la otra Sección sin el expreso consentimiento del Gobierno de esta última. Las obras construídas, adquiridas o usadas en cumplimiento de las disposiciones de este Tratado y que se encuentren ubicadas totalmente dentro de los límites territoriales de cualquiera de los dos países, aunque de carácter internacional, quedarán, con las excepciones expresamente señaladas en este Tratado, bajo la exclusiva jurisdicción y control de la Sección de la Comisión en cuyo país se encuentren dichas obras.

Las facultades y obligaciones que impone a la Comisión este Tratado serán adicionales a las conferidas a la Comisión Internacional de Límites por la Convención del primero de marzo de 1889 y los demás tratados y convenios pertinentes en vigor entre los dos países, con excepción de

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may be modified by the present Treaty.

Each Government shall bear the expenses incurred in the maintenance of its Section of the Commission. The joint expenses, which may be incurred as agreed upon by the Commission, shall be borne equally by the two Governments.

ARTICLE 3

In matters in which the Commission may be called upon to make provision for the joint use of international waters, the following order of preference shall serve as a guide:

1. Domestic and municipal uses.
2. Agriculture and stockraising.
3. Electric power.
4. Other industrial uses.
5. Navigation.
6. Fishing and hunting.
7. Any other beneficial uses which may be determined by the Commission.

All of the foregoing uses shall be subject to any sanitary measures or works which may be mutually agreed upon by the two Governments, which hereby agree to give preferential attention to the solution of all border sanitation problems.

II -RIO GRANDE (RIO BRAVO)

ARTICLE 4

The waters of the Rio Grande (Rio Bravo) between Fort Quitman, Texas and the Gulf of Mexico are hereby allotted to the two countries in the following manner:

aquellas estipulaciones de cual-quiera de ellos que este Tratado modifica

Los gastos que demande el sostenimiento de cada Sección de la Comisión serán sufragados por cuenta del Gobierno del cual dependa. Los gastos comunes que acuerde la Comisión serán cubiertos por mitad por ambos Gobiernos.

ARTICULO 3

En los asuntos referentes al uso común de las aguas internacionales, acerca de los cuales deba resolver la Comisión, servirá, de guía el siguiente orden de preferencias:

- 1º.- Usos domésticos y municipales.
- 2º.- Agricultura y ganadería.
- 3º.- Energía eléctrica.
- 4º.- Otros usos industriales.
- 5º.- Navegación.
- 6º.- Pesca y caza.
- 7º.- Cualesquiera otros usos benéficos determinados por la Comisión.

Todos los usos anteriores estarán sujetos a las medidas y obras sanitarias que convengan de común acuerdo los dos Gobiernos, los cuales se obligan a resolver preferentemente los problemas fronterizos de saneamiento.

II -RIO BRAVO (GRANDE)

ARTICULO 4

Las aguas del río Bravo (Grande) entre Fort Quitman, Texas, y el Golfo de México se asignan a los dos países de la siguiente manera:

A. To Mexico:

(a) All of the waters reaching the main channel of the Rio Grande (Rio Bravo) from the San Juan and- Alamo Rivers, including the return flow from the lands irrigated from the latter two rivers.

(b) One-half of the flow in the main channel of the Rio Grande (Rio Bravo) below the lowest major international storage dam, so far as said flow is not specifically allotted under this Treaty to either of the two countries.

(c) Two-thirds of the flow reaching the main channel of the Rio Grande (Rio Bravo) from the Conchos, San Diego, San Rodrigo, Escondido and Salado Rivers and the Las Vacas Arroyo, subject to the provisions of subparagraph (c) of paragraph B of this Article.

(d) One-half of all other flows not otherwise allotted by this Article occurring in the main channel of the Rio Grande (Rio Bravo), including the contributions from all the unmeasured tributaries, which are those not named in this Article, between Fort Quitman and the lowest major international storage dam.

B. To the United States:

(a) All of the waters reaching the main channel of the Rio Grande (Rio Bravo) from the Pecos and Devils Rivers, Goodenough Spring, and Alamito, Terlingua, San Felipe and Pinto Creeks.

A -- A México:

a) La totalidad de las aguas que lleguen a la corriente principal del río Bravo (Grande), de los ríos San Juan y Alamo; comprendiendo los retornos procedentes de los terrenos que rieguen estos dos últimos ríos.

b) La mitad del escurrimiento del cauce principal del río Bravo (Grande) abajo de la presa inferior principal internacional de almacenamiento, siempre que dicho escurrimiento no esté asignado expresamente en este Tratado a alguno de los dos países.

c) Los dos terceras partes del caudal que llegue a la corriente principal del río. Bravo (Grande) de los ríos Conchos, San Diego, San Rodrigo, Escondido y Salado y Arroyo de Las Vacas, en concordancia con lo establecido en el inciso. c) del párrafo B de este Artículo.

d) La mitad de cualquier otro escurrimiento en el cauce principal del río Bravo (Grande), no asignado específicamente en este Artículo, y la mitad de las aportaciones de todos los afluentes no aforados -- que son aquellos no denominados en este Artículo -- entre Fort Quitman y la presa inferior principal internacional.

B. -- A los Estados Unidos:

a) La totalidad de las aguas que lleguen a la corriente principal del río Bravo (Grande) procedentes de los ríos Pecos, Devils, manantial Goodenough y arroyos Alamito, Terlingua, San Felipe y Pinto.

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(b) One-half of the flow in the main channel of the Rio Grande (Rio Bravo) below the lowest major international storage dam, so far as said flow is not specifically allotted under this Treaty to either of the two countries.

(c) One-third of the flow reaching the main channel of the Rio Grande (Rio Bravo) from the Conchos, San Diego, San Rodrigo, Escondido and Salado Rivers and the Las Vacas Arroyo, provided that this third shall not be less, as an average amount in cycles of five consecutive years, than 350,000 acre-feet (431,721,000 cubic meters) annually. The United States shall not acquire any right by the use of the waters of the tributaries named in this subparagraph, in excess of the said 350,000 acre-feet (431,721,000 cubic meters), annually, except the right to use one-third of the flow reaching the Rio Grande (Rio Bravo) from said tributaries, although such onethird may be in excess of that amount.

(d) One-half of all other flows not otherwise allotted by this Article occurring in the main channel of the Rio Grande (Rio Bravo), including the contributions from all the unmeasured tributaries, which are those not named in this Article, between Fort Quitman and the lowest major international storage dam.

b) La mitad del escurrimiento del cauce principal del río Bravo (Grande) abajo de la presa inferior principal internacional de almacenamiento, siempre que dicho escurrimiento no esté asignado expresamente en este Tratado a alguno de los dos países.

c) Una tercera parte del agua que llegue a la corriente principal del río Bravo (Grande) procedente de los ríos Conchos, San Diego, San Rodrigo, Escondido, Salado y Arroyo de Las Vacas; tercera parte que no será menor en conjunto, en promedio y en ciclos de cinco a los consecutivos, de 431 721 000 metros cúbicos (350 000 acres pies) anuales. Los Estados Unidos no adquirirán ningún derecho por el uso de las aguas de los afluentes mencionados en este inciso en exceso de los citados 431 721 - 000 metros cúbicos (350 000 acres pies), salvo el derecho a usar de la tercera parte del escurrimiento que llegue al río Bravo (Grande) de dichos afluentes, aunque ella exceda del volumen aludido.

d) La mitad de cualquier otro escurrimiento en el cauce principal del río Bravo (Grande), no asignado específicamente en este Artículo, y la mitad de las aportaciones de todos los afluentes no aforados—que son aquéllos no denominados en este Artículo--entre Fort Quitman y la presa inferior principal internacional.

In the event of extraordinary drought or serious accident to the hydraulic systems on the measured Mexican tributaries, making it difficult for Mexico to make available the run-off of 350,000 acrefeet (431,721,000 cubic meters) annually, allotted in subparagraph (c) of paragraph B of this Article to the United States as the minimum contribution from the aforesaid Mexican tributaries, any deficiencies existing at the end, of the aforesaid five-year cycle shall be made up in the following five-year cycle with water from the said measured tributaries.

Whenever the conservation capacities assigned to the United States in at least two of the major international reservoirs, including the highest major reservoir, are filled with waters belonging to the United States, a cycle of five years shall be considered as terminated and all debits fully paid, whereupon a new five-year cycle shall commence.

ARTICLE 5

The two Governments agree to construct jointly, through their respective Sections of the Commission, the following works in the main channel of the Rio Grande (Rio Bravo):

I. The dams required for the conservation, storage and regulation of the greatest quantity of the annual flow of the river in a way to ensure the continuance of existing uses and the development of the greatest number of feasible

En casos de extraordinaria sequía o de serio accidente en los sistemas hidráulicos de los afluentes mexicanos aforados que hagan difícil para México dejar escurrir los 431 721 000 metros cúbicos (350 000 acres pies) anuales que se asignan a los Estados Unidos como aportación mínima, de los citados afluentes mexicanos, en el inciso c) del párrafo B de este. Articular los faltantes que existieren al final del ciclo aludido de cinco años se repondrán en el ciclo siguiente con agua procedente de los mismos tributaries.

Siempre que la capacidad útil asignada a los Estados Unidos de por lo menos dos de las presas internacionales principales, incluyendo la localizada más aguas arriba, se llene con aguas pertenecientes a los Estados Unidos, se considerará terminado un ciclo de cinco años y todos los débitos totalmente pagados, iniciándose, a partir de ese momento, un nuevo ciclo

ARTICULO 5

Los dos Gobiernos se comprometen a construir conjuntamente, por conducto de sus respectivas Secciones de la Comisión, las siguientes obras en el cauce principal del río Bravo (Grande),

I.- Las presas que se requieran para el almacenamiento y regulación de la mayor parte que sea posible del escurrimiento anual del río en forma de asegurar los aprovechamientos existentes y llevar a cabo el mayor número de

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projects, within the limits imposed by the water allotments specified.

II. The dams and other joint works required for the diversion of the flow of the Rio Grande (Rio Bravo).

One of the storage dams shall be constructed in the section between Santa Helena Canyon and the mouth of the Pecos River; one in the section between Eagle Pass and Laredo, Texas (Piedras Negras and Nuevo Laredo in Mexico); and a third in the section between Laredo and Roma, Texas (Nuevo Laredo and San Pedro de Roma in Mexico). One or more of the stipulated dams may be omitted, and others than those enumerated may be built, in either case as may be determined by the Commission, subject to the approval of the two Governments.

In planning the construction of such dams the Commission shall determine:

- (a) The most feasible sites;
- (b) The maximum feasible reservoir capacity at each site;
- (c) The conservation capacity required by each country at each site, taking into consideration the amount and regimen of its allotment of water and its contemplated uses;
- (d) The capacity required for retention of silt;
- (e) The capacity required for flood control.

The conservation and silt capacities of each reservoir shall be assigned to each country in the same

proyectos factibles, dentro de los límites impuestos por las asignaciones estipuladas de agua.

II. - Las presas y las otras obras comunes que se requieran para la derivación de las aguas del río Bravo (Grande).

Una de las presas de almacenamiento se construirá en el tramo entre el Cañón de Santa Elena y la desembocadura del río Pecos; otra, en el tramo comprendido entre Piedras Negras, Coahuila y Nuevo Laredo, Tamaulipas (Eagle Pass y Laredo en los Estados Unidos) y una tercera, en el tramo entre Nuevo Laredo, Tamaulipas y San Pedro de Roma, Tamaulipas (Laredo y Roma en los Estados Unidos). A juicio de la Comisión, sujeto a la aprobación de los dos Gobiernos, podrán omitirse una o más de las presas estipuladas y, en cambio, podrán construirse otras que no sean de las enumeradas.

Al planear la construcción de dichas presas, la Comisión determinará:

- a) Los sitios más adecuados,
- b) La máxima capacidad factible en cada sitio;
- c) La capacidad útil requerida por cada país en cada sitio tomando en consideración el monto y régimen de su asignación de agua y sus usos previstos;
- d) La capacidad requerida para la retención de azolves;
- e) La capacidad requerida para el control de avenidas.

La capacidad útil y la requerida para la retención de azolves, serán asignadas a cada uno de los dos

proportion as the capacities required by each country in such reservoir for conservation purposes. Each country shall have an undivided interest in the flood control capacity of each reservoir.

The construction of the international storage dams shall start within two years following the approval of the respective plans by the two Governments. The works shall begin with the construction of the lowest major international storage dam, but works in the upper reaches of the river may be constructed simultaneously. The lowest major international storage dam shall be completed within a period of eight years from the date of the entry into force of this Treaty.

The construction of the dams and other joint works required for the diversion of the flows of the river shall be initiated on the dates recommended by the Commission and approved by the two Governments.

The cost of construction, operation and maintenance of each of the international storage dams shall be prorated between the two Governments in proportion to the capacity allotted to each country for conservation purposes in the reservoir at such dam.

The cost of construction, operation and maintenance of each of the dams and other joint works required for the diversion of the flows of the river shall be prorated

países en cada presa, en la misma proporción que las capacidades requeridas para almacenamiento útil, por cada país, en la misma presa. Ambos países tendrán un interés común indivisible en la capacidad de cada presa para el control de avenidas.

La construcción de las presas internacionales de almacenamiento principiará, dentro de los dos años siguientes a la, aprobación por los dos Gobiernos de los planos correspondientes. Los trabajos empezarán por la construcción de, la presa inferior principal internacional de almacenamiento, pero se podrán llevar a cabo, simultáneamente, obras en los tramos superiores del río. La presa inferior principal internacional deberá quedar terminada en un plazo máximo de ocho años a partir de la fecha, en que entre en vigor este Tratado.

La construcción de las presas y otras obras comunes requeridas para la derivación del caudal del río, se iniciará en las fechas determinadas por la Comisión y aprobadas por los dos Gobiernos.

El costo de construcción de cada una de las presas internacionales de almacenamiento y los costos de su operación y mantenimiento se dividirán entre los dos países en proporción a las respectivas capacidades útiles que en la presa de que se trate se asignen a cada uno de ellos.

El costo de construcción de cada una de las presas y de las otras obras comunes necesarias para la derivación de las aguas del río y los costos de su operación y

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between the two Governments in proportion to the benefits which the respective countries receive therefrom, as determined by the Commission and approved by the two Governments.

ARTICLE 6

The Commission shall study, investigate, and prepare plans for flood control works, where and when necessary, other than those referred to in Article 5 of this Treaty, on the Rio Grande (Rio Bravo) from Fort Quitman, Texas to the Gulf of Mexico. These works may include levees along the river, floodways and grade-control structures, and works for the canalization, rectification and artificial channeling of reaches of the river. The Commission shall report to the two Governments the works which should be built, the estimated cost thereof, the part of the works to be constructed by each Government, and the part of the works to be operated and maintained by each Section of the Commission. Each Government agrees to construct, through its Section of the Commission, such works as may be recommended by the Commission and approved by the two Governments. Each Government shall pay the costs of the works constructed by it and the costs of operation and maintenance of the part of the works assigned to it for such purpose.

ARTICLE 7

The Commission shall study, investigate and prepare plans for

mantenimiento, serán prorrateados entre los dos países en proporción de los beneficios que reciban, respectivamente, de cada una de dichas obras, de acuerdo con lo que determine la Comisión y aprueben los dos Gobiernos.

ARTICULO 6

Siempre que sea necesario, la Comisión estudiará, investigará y preparará los proyectos para las obras--distintas de aquéllas a que se refiere el Artículo 5 de este Tratado--do control de las avenidas del río Bravo (Grande) desde Fort Quitman, Texas, hasta el Golfo de México. Estas obras podrán incluir bordos a lo largo del río, cauces de alivio, estructuras de control de pendiente y la canalización, rectificación o encauzamiento de algunos tramos del río. La Comisión informará a los dos Gobiernos acerca de las obras que deberán construirse, de la estimación de sus costos, de la parte de aquéllas que deberá, quedar a cargo de cada uno de ellos y de la parte de las obras que deberá ser operada y mantenida por cada Sección de la Comisión. Cada Gobierno conviene en construir, por medio de su Sección de la Comisión, las obras que recomiende la Comisión y que aprueben los dos Gobiernos. Cada Gobierno pagará los costos de las obras que construya y los costos de operación y mantenimiento de la parte de las obras que se le asigne con tal o bjetto.

ARTICULO 7

La Comisión estudiará, investigará, y preparará, los proyectos

plants for generating hydro-electric energy which it may be feasible to construct at the international storage dams on the Rio Grande (Rio Bravo). The Commission shall report to the two Governments in a Minute the works which should be built, the estimated cost thereof, and the part of the works to be constructed by each Government. Each Government agrees to construct, through its Section of the Commission, such works as may be recommended by the Commission and approved by the two Governments. Both Governments, through their respective Sections of the Commission, shall operate and maintain jointly such hydroelectric plants. Each Government shall pay half the cost of the construction, operation and maintenance of such plants, and the energy generated shall be assigned to each country in like proportion.

ARTICLE 8

The two Governments recognize that both countries have a common interest in the conservation and storage of waters in the international reservoirs and in the maximum use of these structures for the purpose of obtaining the most beneficial, regular and constant use of the waters belonging to them. Accordingly, within the year following the placing in operation of the first of the major international storage dams which is constructed, the Commission

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para las plantas de generación de energía hidroeléctrica que fuere factible construir en las presas internacionales de almacenamiento en el río Bravo (Grande). La Comisión informará a los dos Gobiernos, mediante un acta, acerca de las obras que deberán construirse, de la estimación de sus costos y de la parte de aquéllas que deberá, quedar a cargo de cada uno de ellos. Cada Gobierno conviene en construir, por medio de su Sección de la Comisión, las obras que le recomiende la Comisión y que aprueben los dos Gobiernos. Las plantas hidroeléctricas serán operadas y mantenidas conjuntamente por ambos Gobiernos por conducto de sus respectivas Secciones de la Comisión. Cada Gobierno pagará la mitad del costo de construcción, operación y mantenimiento de estas plantas y en la misma proporción será asignada a cada uno de los dos países la energía hidroeléctrica generada.

ARTICULO 8

Los dos Gobiernos reconocen que ambos países tienen un interés común en la conservación y en el almacenamiento de las aguas en las presas internacionales y en el mejor uso de dichas presas, con objeto de obtener el más benéfico, regular y constante aprovechamiento de las aguas que les corresponden. Con tal fin, la Comisión, dentro del año siguiente de haber sido puesta en operación la primera de las presas principales internacionales que se construya,

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shall submit to each Government for its approval, regulations for the storage, conveyance and delivery of the waters of the Rio Grande (Rio Bravo) from Fort Quitman, Texas to the Gulf of Mexico. Such regulations may be modified, amended or supplemented when necessary by the Commission, subject to the approval of the two Governments. The following general rules shall severally govern until modified or amended by agreement of the Commission, with the approval of the two Governments:

(a) Storage in all major international reservoirs above the lowest shall be maintained at the maximum possible water level, consistent with flood control, irrigation use and power requirements.

(b) Inflows to each reservoir shall be credited to each country in accordance with the ownership of such inflows.

(c) In any reservoir the ownership of water belonging to the country whose conservation capacity therein is filled, and in excess of that needed to keep it filled, shall pass to the other country to the extent that such country may have unfilled conservation capacity, except that one country may at its option temporarily use the conservation capacity of the other country not currently being used in any of the upper reservoirs; provided that in the event of flood discharge or spill occurring while one country is using the conserva-

someterá a la aprobación de los dos Gobiernos un reglamento para el almacenamiento, conducción y entrega de las aguas del río Bravo (Grande) desde Foirt Quitman, Texas, hasta el Golfo de México. Dicha reglamentación podrá ser modificada, adicionada o complementada, cuando sea necesario, por la Comisión, con la aprobación de los dos Gobiernos. Cada una de las siguientes reglas generales regirá, hasta que sean modificadas por acuerdo de la Comisión con la aprobación de los dos Gobiernos:

a) El almacenamiento de aguas en todas las presas superiores principales internacionales se mantendrá, al más alto nivel que sea compatible con el control de avenidas, las extracciones normales para irrigación y los requerimientos de generación de energía eléctrica.

b) Las entradas de agua a cada presa se acreditarán al país a quien pertenezca dicha agua.

En cualquier vaso de almacenamiento la propiedad del agua perteneciente al país que tenga agua en exceso de la necesaria para mantener llena la capacidad útil que le corresponda, pasará al otro país, hasta que se llene la capacidad útil asignada a éste. Sin embargo, en todos los vasos de almacenamiento superiores, un país, al llenarse la capacidad útil que le pertenezca, podrá usar transitoriamente la capacidad útil del segundo país y que éste no use, siempre que, si en ese momento ocurrieren derrames y desfuegos,

tion capacity of the other, all of such flood discharge or spill shall be charged to the country using the other's capacity, and all inflow shall be credited to the other country until the flood discharge or spill ceases or until the capacity of the other country becomes filled with its own water.

(d) Reservoir losses shall be charged in proportion to the owner-ship of water in storage. Releases any reservoir shall be charged the country requesting them, except that releases for the gener-ation of -electrical energy, or other common purpose, shall be charged in proportion to the ownership of water in storage.

(e) Flood discharges and spills from the upper reservoirs shall be divided in the same proportion as the ownership of the inflows occurring at the time of such flood discharges and spills, except as provided in subparagraph (c) of this Article. Flood discharges and spills from the lowest reservoir shall be divided equally, except that one country, with the consent of the Commission, may use such part of the share of the other country as is not used by the latter county.

(f) Either of the two countries may avail itself, whenever it so desires, of any water belonging to

la totalidad de éstos se cargue al primero y todas las entradas a la presa se consideren propiedad del segundo, hasta que cesen los derrames o desfogues o hasta que la capacidad útil del segundo se llene con aguas que le pertenezcan.

d) Las pérdidas que ocurran en los vasos de almacenamiento se cargarán a los dos países en proporción de los respectivos volúmenes almacenados que les per- tenezcan. Las extracciones de cualquiera de los vasos se cargarán al país que las solicite, excepto las efectuadas para la gencración de energía eléctrica u otro propó-sito común que se cargarán a cada uno de los dos países en proporeión de los respectivos volúmenes almacenados que les pertenezcan.

e) Los dermmes y desfogues de los vasos superiores de almacenamiento se dividirán entre los dos países en la misma proporeión que guarden los volúmenes pertenecientes a cada uno de ellos de las aguas que entren a los almacenamientos durante el tiempo en que ocurran los citados derrames y desfogues, con excepción del caso previsto en el inciso c) de este Artículo. Los derrames y desfogues de la presa inferior de almacena miento se dividirán en partes iguales entre los dos países, pero uno de ellos, con el permiso de la Comisión, podrá, usar las aguas correspondientes al otro país que éste no usare

f) Cualquiera de los dos países podrá, disponer, en el momento en que lo desee, del agua almacenada

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it and stored in the international reservoirs, provided that the water so taken is for direct beneficial use or for storage in other reservoirs. For this purpose the Commissioner of the respective country shall give appropriate notice to the Commission, which shall prescribe the proper measures for the opportune furnishing of the water.

ARTICLE 9

(a) The channel of the Rio Grande (Rio Bravo) may be used by either of the two countries to convey water belonging to it.

(b) Either of the two countries may, at any point on the main channel of the river from Fort Quitman, Texas to the Gulf of Mexico, divert and use the water belonging to it and may for this purpose construct any necessary works. However, no such diversion or use, not existing on the date this Treaty entered into force, shall be permitted in either country, nor shall works be constructed for such purpose, until the Section of the Commission in whose country the diversion or use is proposed has made a finding that the water necessary for such diversion or use is available from the share of that country, unless the Commission has agreed to a greater diversion or use as provided by paragraph (d) of this Article. The proposed use and the plans for the diversion works to be constructed in connection therewith shall be previously made known to the Commission for its information.

que le pertenezca en las presas internacionales, siempre que su extracción se efectúe para algún uso benéfico directo o para ser almacenada en otra presa. Al efecto, el Comisionado respectivo dará el aviso correspondiente a la Comisión, la que dictará, las medidas necesarias para el suministro oportuno del agua.

ARTICULO 9

a) El cauce del río Bravo (Grande) podrá ser empleado por los dos países para conducir el agua que le pertenezca.

b) Cualquiera de los dos países podrá derivar y usar, en cualquier lugar del cauce principal del río Bravo (Grande) desde Fort Quitman, Texas, hasta el Golfo de México, el agua que le pertenezca y podrá construir, para ello, las obras necesarias. Sin embargo, no podrá hacerse ninguna derivación o uso en cualquiera de los dos países, fuera de los existentes en la fecha en que entre en vigor este Tratado, ni construirse ningunas obras con aquel fin, hasta que la Sección de la Comisión del país en que se intente hacer la derivación o uso verifique que hay el agua necesaria para ese efecto, dentro de la asignación de ese mismo país, a menos que la Comisión haya convenido, de acuerdo con lo estipulado en el inciso d) de este Artículo, en una derivación o uso en mayor cantidad. El uso proyectado, y los planos para las correspondientes obras de derivación que deban construirse, al efecto, se darán a conocer previamente a la Comisión para su información.

(c) Consumptive uses from the main stream and from the un-measured tributaries below Fort Quitman shall be charged against the share of the country making them.

(d) The Commission shall have the power to authorize either country to divert and use water not belonging entirely to such country, when the water belonging to the other country can be diverted and used without injury to the latter and can be replaced at some other point on the river.

(e) The Commission shall have the power to authorize temporary diversion and use by one country of water belonging to the other, when the latter does not need it or is unable to use it, provided that such authorization or the use of such water shall not establish any right to continue to divert it.

(f) In case of the occurrence of an extraordinary drought in one country with an abundant supply of water in the other country, water stored in the international storage reservoirs and belonging to the country enjoying such abundant water supply may be withdrawn, with the consent of the Commission, for the use of the country undergoing the drought.

(g) Each country shall have the right to divert from the main channel of the river any amount of water, including the water belonging to the other country, for the purpose of generating hydro-electric power, provided that such diversion causes no injury to the other country and

c) Los consumos hechos, abajo de Fort Quitman, en la corriente principal y en los afluentes no aforados, se cargarán a cuenta de la asignación del país que los efectúe.

d) La Comisión podrá, autorizar que se deriven y usen aguas que no correspondan completamente al país que pretenda hacerlo, cuando el agua que pertenezca al otro país pueda ser derivada y usada sin causarle perjuicio y le sea repuesta en algún otro lugar del río.

e) La Comisión podrá autorizar la derivación y uso transitorios a favor de un país de aguas que pertenezcan al otro, cuando éste no las necesite o no las pueda utilizar y sin que dicha autorización o el uso de las citadas aguas establezca, con relación a las mismas, ningún derecho para continuar derivándolas.

f) En los casos en que concurra una extraordinaria sequía en un país con un abundante abastecimiento de agua en el otro país, el agua de éste almacenada en los vasos de almacenamiento internacionales podrá, ser extraída, con el consentimiento de la Comisión, para uso del país que experimenta la sequía.

g) Cada uno de los países tendrá, el derecho de derivar del cauce principal del río cualquiera cantidad de agua, incluyendo el agua perteneciente al otro país, con el objeto de generar energía hidroeléctrica, siempre que tal derivación no cause perjuicio al otro país, no interfiera con la

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does not interfere with the international generation of power and that the quantities not returning directly to the river are charged against the share of the country making the diversion. The feasibility of such diversions not existing on the date this Treaty enters into force shall be determined by the Commission, which shall also determine the amount of water consumed, such water to be charged against the country making the diversion.

(h) In case either of the two countries shall construct works for diverting into the main channel of the Rio Grande (Rio Bravo) or its tributaries waters that do not at the time this Treaty enters into force contribute to the flow of the Rio Grande (Rio Bravo) such water shall belong to the country making such diversion.

(i) Main stream channel losses shall be charged in proportion to the ownership of water being conveyed in the channel at the times and places of the losses.

(j) The Commission shall keep a record of the waters belonging to each country and of those that may be available at a given moment, taking into account the measurement of the allotments, the regulation of the waters in storage, the consumptive uses, the withdrawals, the diversions, and the losses. For this purpose the Commission shall construct, operate and maintain on the main channel of the Rio Grande (Rio Bravo), and each Section shall

generación internacional de energía eléctrica y que los volúmenes que no retornen directamente al río sean cargados a la participación del país que hizo la derivación. La factibilidad de dichas derivaciones, que no existan al entrar en vigor este Tratado, será determinada por la Comisión, la que también fijará la cantidad de agua consumida que se cargará en cuenta de la participación del país que efectúe la derivación.

h) En el caso de que cualquiera de los dos países construya obras para decivar, hacia el cauce principal del río Bravo (Grande) o de sus tributarios, aguas que no contribuyan, en la fecha en que este Tratado entre en vigor, al escurrimiento del citado río, dicha agua pertenecerá al país que haya hecho esa derivación.

i) Las pérdidas de agua ocurridas en la corriente principal serán cargadas a cada país en proporción a los volúmenes conducidos o escurridos que le pertenezcan, en ese lugar del cauce y en el momento en que ocurran las pérdidas.

j) La Comisión llevará un registro de las aguas que pertenezcan a cada país y de aquéllas de que pueda disponer en un momento dado, teniendo en cuenta al aforo de las aportaciones, la regularización de los almacenamientos, los consumos, las extracciones, las derivaciones y las pérdidas. Al efecto, la Comisión construirá, operará, y mantendrá en la corriente principal del río Bravo (Grande) y cada Sección en los correspondientes afluentes afora-

construct, operate and maintain on the measured tributaries in its own country, all the gaging stations and mechanical apparatus necessary for the purpose of making computations and of obtaining the necessary data for such record. The information with respect to the diversions and consumptive uses on the unmeasured tributaries shall be furnished to the Commission by the appropriate Section. The cost of construction of any new gaging stations located on the main channel of the Rio Grande (Rio Bravo) shall be borne equally by the two Governments. The operation and maintenance of all gaging stations or the cost of such operation and maintenance shall be apportioned between the two Sections in accordance with determinations to be made by the Commission.

III -COLORADO RIVER

ARTICLE 10

Of the waters of the Colorado River, from any and all sources, there are allotted to Mexico:

(a) A guaranteed annual quantity of 1,500,000 acre-feet (1,850,234,000 cubic meters) to be delivered in accordance with the provisions of Article 15 of this Treaty.

(b) Any other quantities arriving at the Mexican points of diversion, with the understanding that in any year in which, as determined by the United States Section, there exists a surplus of waters of the Colorado River in excess of the amount necessary to

dos, todas las estaciones hidrométricas y aparatos mecánicos que sean necesarios para hacer los cálculos y obtener los datos requeridos para el aludido registro. La información respecto a las derivaciones y consumos hechos en los afluentes no aforados será proporcionada por la Sección que corresponda. El costo de construcción de las estaciones hidrométricas nuevas que se localicen en el cauce principal del río Bravo (Grande) se dividirá igualmente entre los dos Gobiernos. La operación y mantenimiento, o el costo de los mismos, de todas las estaciones hidrométricas serán distribuidos entre las dos Secciones, de acuerdo con lo que determine la Comisión.

III -RIO COLORADO

ARTICULO 10

De las aguas del río Colorado, cualquiera que sea su fuente, se asignan a México:

a) Un volumen garantizado de 1 850 234 000 metros cúbicos (1 500 000 acres pies) cada año, que se entregará de acuerdo con lo dispuesto en el Artículo 15 de este Tratado.

b) Cualesquier otros volúmenes que lleguen a los puntos mexicanos de derivación; en la inteligencia de que, cuando a juicio de la Sección de los Estados Unidos, en cualquier año exista en el río Colorado agua en exceso de la necesaria para abastecer los con-

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supply uses in the United States and the guaranteed quantity of 1,500,000 acre-feet (1,850,234,000 cubic meters) annually to Mexico, the United States undertakes to deliver to Mexico, in the manner set out in Article 15 of this Treaty, additional waters of the Colorado River system to provide a total quantity not to exceed 1,700,000 acre-feet (2,096,931,000 cubic meters) a year. Mexico shall acquire no right beyond that provided by this subparagraph by the use of the waters of the Colorado River system, for any purpose whatsoever, in excess of 1,500,000 acre-feet (1,850,234,000 cubic meters) annually.

In the event of extraordinary drought or serious accident to the irrigation system in the United States, thereby making it difficult for the United States to deliver the guaranteed quantity of 1,500,000 acre-feet (1,850,234,000 cubic meters) a year, the water allotted to Mexico under subparagraph (a) of this Article will be reduced in the same proportion as consumptive uses in the United States are reduced.

ARTICLE 11

(a) The United States shall deliver all waters allotted to Mexico wherever these waters may arrive in the bed of the limitrophe section of the Colorado River, with the exceptions hereinafter provided. Such waters shall be made up of the waters of the said river, whatever their origins, sub-

sunios en los Estados Unidos y el volumen garantizado anualmente a México de 1 850 234 000 metros cúbicos (1 500 000 acres pies), los Estados Unidos se obligan a entregar a México, según lo establecido en el Artículo 15 de este Tratado, cantidades adicionales de agua del sistemia del río Colorado hasta por un volumen total que no exceda de 2 096 931 000 metros cúbicos (I 700 000 acres pies) anuales. México no adquirirá. ningún derecho, fuera del que le confiere este inciso, por el uso de las aguas del sistema del río Colorado para cualquier fin, en exceso de 1 850 234 000 metros cúbicos (1 500 000 acres pies) anuales.

En los casos de extraordinaria sequía o de serio accidente al sistema de irrigación de los Estados Unidos, que haga difícil a éstos entregar la cantidad garantizada de 1 850 234 000 metros cúbicos (1 500 000 acres pies), por a o, el agua asignada a México, según el inciso a) de este Artículo, se reducirá, en la misma proporción en que se reduzcan los consumes en los Estados Unidos.

ARTICULO 11

a) Los Estados Unidos entregarán las aguas asignadas a México en cualquier lugar a que lleguen en el lecho del tramo limítrofe del río Colorado, con las excepciones que se citan más adelante. El volumen asignado se formará con las aguas del citado río, cualquiera que sea su fuente, con sujeción a

ject to the provisions of the following paragraphs of this Article.

(b) Of the waters of the Colorado River allotted to Mexico by subparagraph (a) of Article 10 of this Treaty, the United States shall deliver, wherever such waters may arrive in the limitrophe section of the river, 1,000,000 acrefeet (1,233,489,000 cubic meters) annually from the time the Davis dam and reservoir are placed in operation until January 1, 1980 and thereafter 1,125,000 acre-feet (1,387,675,000 cubic meters) annually, except that, should the main diversion structure referred to in subparagraph (a) of Article 12 of this Treaty be located entirely in Mexico and should Mexico so request, the United States shall deliver a quantity of water not exceeding 25,000 acrefeet (30,837,000 cubic meters) annually, unless a larger quantity may be mutually agreed upon, at a point, to be likewise mutually agreed upon, on the international land boundary near San Luis, Sonora, in which event the quantities of 1,000,000 acre-feet (1,233,489,000 cubic meters) and 1,125,000 acre-feet (1,387,675,000 cubic meters) provided hereinabove as deliverable in the limitrophe section of the river shall be reduced by the quantities to be delivered in the year concerned near San Luis, Sonora.

(c) During the period from the time the Davis dam and reservoir

las estipulaciones contendias en los párrafos siguientes de este Artícylo.

b) Del volumen de aguas del río Colorado asignado a México en el inciso a) del Artículo 10 de este Tratado, los Estados Unidos enitregarán en cualquier lugar a que lleguen del tramo limítrofe del río, 1 233 489 000 metros cúbicos (1 000 000 de acres pies) de agua anualmente, desde la fecha en que se ponga en operación la presa Davis hasta el primero de enero de 1980 y, después de esta, fecha, 1 387 675 000 metros cúbicos (1 125 000 acres pies) de agua cada a o. Sin embargo, si la estructura principal de derivación a que se refiere el inciso a) del Artículo 12 de este Tratado quedare localizada totalmente en México, los Estados Unidos entregarán, a solicitud de México, en un lugar mutuamente determinado de la línea terrestre limítrofe cerea de San Luis, Sonora, un volumen de agua que no exceda de 30 837 000 metros cúbicos (25 000 acres pies) anualmente, a menos que se convenga en un volumen mayor. En este último caso, a los mencionados volúmenes de 1 233 489 000 metros cúbicos (1 000 000 de acres pies) y de 1 387 675 000 metros cúbicos (1 125 000 acres pies) que deberán entregarse, como se especifica arriba, en el tramo limítrofe del río, se les deducirán los volúmenes que se entreguen, cada a o, cerea de San Luis, Sonora.

c) En el periodo comprendido entre la fecha en que la Presa

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are placed in operation until January 1, 1980, the United States shall also deliver to Mexico annually, of the water allotted to it, 500,000 acre-feet (616,745,000 cubic meters), and thereafter the United States shall deliver annually 375,000 acre-feet (462,558,000 cubic meters), at the international boundary line, by means of the All-American Canal and a canal connecting the lower end of the Pilot Knob Wasteway with the Alamo Canal or with any other Mexican canal which may be substituted for the Alamo Canal. In either event the deliveries shall be made at an operating water surface elevation not higher than that of the Alamo Canal at the point where it crossed the international boundary line in the year 1943.

(d) All the deliveries of water specified above shall be made subject to the provisions of Article 15 of this Treaty.

ARTICLE 12

The two Governments agree to construct the following works:

(a) Mexico shall construct at its expense, within a period of five years from the date of the entry into force of this Treaty, a main diversion structure below the point where the northernmost part of the international land boundary line intersects the Colorado River. If such diversion structure is located in the limitrophe section of the river, its location, design and construction shall be subject to

Davis se ponga en operación y el primero de enero de 1980, los Estados Unidos entregarán anualmente a México, además, del volumen asignado a México, 616745000 metros cúbicos (500 000 acres pies) y, a partir de la última fecha citada, 462 558 000 metros cúbicos (375 000 acres pies) anuales, en la línea limítrofe internacional, por conducto del Canal Todo Americano y de un canal que una al extremo inferior de la descarga de Pilot Knob con el Canal del Alamo o con cualquier otro canal mexicano que lo sustituya. En amboa casos las entregas se harán a una elevación de la superficie del agua no mayor que aquélla con la que se operaba el Canal del Alamo, en el punto en que cruzaba la línea divisoria en el a o de 1943.

d) Todas las entregas de agua especificadas anteriormente se sujetarán a las estipulaciones del Artículo 15 de este Tratado.

ARTICULO 12

Los dos Gobiernos se comprometen a construir las siguientes obras:

a) México construirá, a sus expensas, on un plazo de cinco a os contados a partir de la fecha en que entre en vigor este Tratado, una estructura principal de derivación ubicada aguas abajo del punto en que la parte más al norte de la línea divisoria internacional terrestre encuentra al río Colorado. Si dicha estructura se localizare en el tramo limítrofe del río, su ubicación, proyeeto y

the approval of the Commission. The Commission shall thereafter maintain and operate the structure at the expense of Mexico. Regardless of where such diversion structure is located, there shall simultaneously be constructed such levees, interior drainage facilities and other works, or improvements to existing works, as in the opinion of the Commission shall be necessary to protect lands within the United States against damage from such floods and seepage as might result from the construction, operation and maintenance of this diversion structure. These protective works shall be constructed, operated and maintained at the expense of Mexico by the respective Sections of the Commission, or under their supervision, each within the territory of its own country.

(b) The United States, within a period of five years from the date of the entry into force of this Treaty, shall construct in its own territory and at its expense, and thereafter operate and maintain at its expense, the Davis storage dam and reservoir, a part of the capacity of which shall be used to make possible the regulation at the boundary of the waters to be delivered to Mexico in accordance with the provisions of Article 15 of this Treaty.

(e) The United States shall construct or acquire in its own territory the works that may be necessary to convey a part of the

construcción se sujetarán a la aprobación de la Comisión. Una vez construida la estructura, la Comisión la operará, y mantendrá, a expensas de México. Independientemente del lugar en que se localice la estructura aludida, simultáneamente se construirán los bordos, drenajes interiores y otras obras de protección y se harán las mejoras a las existentes, según la Comisión estime necesario, para proteger los terrenos ubicados dentro de los Estados Unidos de los daños que pudieran producirse a causa de avenidas y filtraciones como resultado de la construcción, operación y mantenimiento de la citada estructura de derivación. Estas obras de protección serán construidas, operadas y mantenidas, a expensas de México, por las correspondientes Secciones de la Comisión, o bajo su vigilancia, cada una dentro de su propio territorio.

b) Los Estados Unidos construirán, a sus expensas, en su propio territorio, en un plazo de cinco años contados a partir de la fecha en que entre en vigor este Tratado, la presa de almacenamiento Davis, una parte de cuya capacidad se usará, para obtener la regularización de las aguas que deben ser entregadas a México de la manera establecida en el Artículo 15 de este Tratado. La operación y mantenimiento de la misma presa serán por cuenta de los Estados Unidos.

c) Los Estados Unidos construirán o adquirirán en su propio territorio las obras que fueren necesarias para hacer llegar una

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waters of the Colorado River allotted to Mexico to the Mexican diversion points on the international land boundary line referred to in this Treaty. Among these works shall be included: the canal and other works necessary to convey water from the lower end of the Pilot Knob Wasteway to the international boundary, and, should Mexico request it, a canal to connect the main diversion structure referred to in subparagraph (a) of this Article, if this diversion structure should be built in the limitrophe section of the river, with the Mexican system of canals at a point to be agreed upon by the Commission on the international land boundary near San Luis, Sonora. Such works shall be constructed or acquired and operated and maintained by the United States Section at the expense of Mexico. Mexico shall also pay the costs of any sites or rights of way required for such works.

(d) The Commission shall construct, operate and maintain in the limitrophe section of the Colorado River, and each Section shall construct, operate and maintain in the territory of its own country on the Colorado River below Imperial Dam and on all other carrying facilities used for the delivery of water to Mexico, all necessary gaging stations and other measuring devices for the purpose of keeping a complete record of the waters delivered to Mexico and of the flows of the river. All data ob-

parte de las aguas del río Colorado, asignadas a México, a los puntos mexicanos de derivación en la línea divisoria internacional terrestre que se especifican en este Tratado. Entre estas obras se incluirán: el canal y las otras obras necesarias para conducir el agua desde el extremo inferior de la descarga de Pilot Knob hasta el límite internacional y, a solicitud de México, un canal que conecte la estructura principal de derivación a que se refiere el inciso a) de este Artículo, si ésta se construyere en el tramo limítrofe del río, con el sistema mexicano de canales en el punto de la línea divisoria internacional, cerca de San Luis, Sonora, en que convenga la Comisión. Las obras mencionadas serán construidas o adquiridas y operadas y mantenidas por la Sección de los Estados Unidos a expensas de México. México cubrirá también los costos de los sitios y derechos de vía requeridos para dichas obras.

d) La Comisión construirá, mantendrá y operará en el tramo limítrofe del río Colorado, y cada Sección construirá, mantendrá y operará, en su territorio respectivo, en el río Colorado, aguas abajo de la presa Imperial, y en todas las otras obras usadas para entregar agua a México, las estaciones hidrométricas y dispositivos necesarios para llevar un registro completo del caudal que se entregue a México y del escurrimiento del río. Todos los datos obtenidos al respecto serán com-

tained as to such deliveries and flows shall be periodically compiled and exchanged between the two Sections.

ARTICLE 13

The Commission shall study, investigate and prepare plans for flood control on the Lower Colorado River between Imperial Dam and the Gulf of California, in both the United States and Mexico, and shall, in a Minute, report to the two Governments the works which should be built, the estimated cost thereof, and the part of the works to be constructed by each Government. The two Governments agree to construct, through their respective Sections of the Commission, such works as may be recommended by the Commission and approved by the two Governments each Government to pay the costs of the works constructed by it. The Commission shall likewise recommend the parts of the works to be operated and maintained jointly by the Commission and the parts to be operated and maintained by each Section. The two Governments agree to pay in equal shares the cost of joint operation and maintenance, and each Government agrees to pay the cost of operation and maintenance of the works assigned to it for such purpose.

ARTICLE 14

In consideration of the use of the All-American Canal for the delivery to Mexico, in the manner provided in Articles 11 and 15 of this

pilados e intercambiados periódicamente por las dos Secciones.

ARTICULO 13

La Comisión estudiará, investigará y preparará los proyectos para el control de las avenidas en el Bajo Río Colorado, tanto en los Estados Unidos como en México, desde la Presa Imperial hasta el Golfo de California, e informará a los dos Gobiernos, mediante un acta, acerca de las obras que deberán construirse, de la estimación de sus costos y de la parte de las obras que deberá construir cada Gobierno. Los dos Gobiernos convienen en construir, por medio de sus respectivas Secciones de la Comisión, las obras que aprueben, recomendadas por la Comisión, y en pagar los costos de las que respectivamente construyan. De la misma manera, la Comisión recomendará qué porciones de las obras deberán ser operadas y mantenidas conjuntamente por la Comisión y cuáles operadas y mantenidas por cada Sección. Los dos Gobiernos convienen en pagar por partes iguales el costo de la operación y mantenimiento conjuntos, y cada Gobierno conviene en pagar el costo de operación y mantenimiento de las obras asignadas a él con dicho objeto.

ARTICULO 14

En coconsideración del uso del Canal Todo Americano para la entrega a México, en la forma establecida en los Artículos 11 y

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Treaty, of a part of its allotment of the waters of the Colorado River, Mexico shall pay to the United States:

(a) A proportion of the costs actually incurred in the construction of Imperial Dam and the Imperial Dam-Pilot Knob section of the All-American Canal, this proportion and the method and terms of repayment to be determined by the two Governments, which, for this purpose, shall take into consideration the proportionate uses of these facilities by the two countries, these determinations to be made as soon as Davis dam and reservoir are placed in operation.

(b) Annually, a proportionate part of the total costs of maintenance and operation of such facilities, these costs to be prorated between the two countries in proportion to the amount of water delivered annually through such facilities for use in each of the two countries.

In the event that revenues from the sale of hydroelectric power which may be generated at Pilot Knob become available for the amortization of part or all of the costs of the facilities named in subparagraph (a) of this Article, the part that Mexico should pay of the costs of said facilities shall be reduced or repaid in the same proportion as the balance of the total costs are reduced or repaid. It is understood that any such revenue shall not become available until, the cost of any works which may be constructed for the genera-

15 de este Tratado, de una parte de su asignación a las aguas del río Colorado, México pagará a los Estados Unidos:

a) Una parte de los costos reales de la construcción de la Presa Imperial y del tramo Imperial-Pilot Knob del Canal Todo Americano; dicha parte y la forma y términos de supago serán determinados por los dos Gobiernos, tomando en consideración la proporción en que ambos países usarán las citadas obras. Esta determinación deberá ser hecha tan pronto como sea puesta en operación la Presa Davis.

b) Anualmente, la parte que le corresponda de los costos totales de mantenimiento y operación de aquellas obras. Dichos costos serán prorrateados entre los dos países en proporción a la cantidad de agua entregada anualmente a cada uno de ellos, para su uso, por medio de esas obras.

En el caso de que pueda disponerse de los productos de la venta de la energía hidroeléctrica que se genere en Pilot Knob para la amortización de una parte o de la totalidad de los costos de las obras enumeradas en el inciso a) de este Artículo, la parte que México deberá pagar del costo de dichas obras será reducida o, reembolsada en la misma proporción en que se reduzca o reembolse el saldo insoluto de los costos totales. Queda entendido que no podrá disponerse con ese fin de productos de la venta de energía

tion of hydroelectric power at said location has been fully amortized from the revenues derived therefrom.

ARTICLE 15

A. The water allotted in subparagraph (a) of Article 10 of this Treaty shall be delivered to Mexico at the points of delivery specified in Article 11, in accordance with the following two annual schedules of deliveries by months, which the Mexican Section shall formulate and present to the Commission before the beginning of each calendar year:

SCHEDULE I

Schedule I shall cover the delivery, in the limitrophe section of the Colorado River, of 1,000,000 acre-feet (1,233,489,000 cubic meters) of water each year from the date Davis dam and reservoir are placed in operation until January 1, 1980 and the delivery of 1,125,000 acre-feet (1,387,675,000 cubic meters) of water each year thereafter. This schedule shall be formulated subject to the following limitations:

With reference to the 1,000,000 acre-foot (1,233,489,000 cubic meter) quantity:

(a) During the months of January, February, October, November and December the prescribed rate of delivery shall be not less than 600 cubic feet

eléctrica sino hasta que el costo de todas las obras construídas en ese lugar para generación de energía eléctrica, haya sido totalmente amortizado con los mencionados productos de la venta de la energía eléctrica.

ARTICULO 15

A.-El agua asignada en el inciso a) del Artículo 10 de este Tratado será, entregada a México en los lugares especificados en el Artículo 11, de acuerdo con dos tablas anuales de entregas mensuales, que se indican a continuación, y que la Sección Mexicana formulará y presentará a la Comisión antes del principio de cada año civil:

TABLA I

La tabla I detallará, la entrega en el tramo limítrofe del río Colorado de 1 233 489 000 metros cúbicos (1 000 000 de acres pies) anuales de agua, a partir de la fecha en que la Presa Davis se ponga en operación, hasta el primero de enero de 1980, y la entrega de 1 387 675 000 metros cúbicos (1 125 000 acres pies) anuales de agua después de esa fecha. Esta tabla se formulará con sujeción a las siguientes limitaciones:

Para el volumen de 1 233 489-000 metros cúbicos (1 000 000 de acres pies):

a) Durante los meses de enero, febrero, octubre, noviembre y diciembre, el gasto de entrega no será menor de 17.0 metros cúbicos (600 pies cúbicos) ni

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(17.0 cubic meters) nor more than 3,500 cubic feet (99.1 cubic meters) per second.

(b) During the remaining months of the year the prescribed rate of delivery shall be not less than 1,000 cubic feet (28.3 cubic meters) nor more than 3,500 cubic feet (99.1 cubic meters) per second.

With reference to the 1,125,000 acre-foot (1,387,675,000 cubic meter) quantity:

(a) During the months of January, February, October, November and December the prescribed rate of delivery shall be not less than 675 cubic feet (19.1 cubic meters) nor more than 4,000 cubic feet (113.3 cubic meters) per second.

(b) During the remaining months of the year the prescribed rate of delivery shall be not less than 1,125 cubic feet (31.9 cubic meters) nor more than 4,000 cubic feet (113.3 cubic meters) per second.

Should deliveries of water be made at a point on the land boundary near San Luis, Sonora, as provided for in Article 11, such deliveries shall be made under a sub-schedule to be formulated and furnished by the Mexican Section. The quantities and monthly rates of deliveries under such subschedule shall be in proportion to those specified for Schedule I, unless otherwise agreed upon by the Commission.

mayor de 99.1 metroos cúbicos (3 500 pies cúbicos) por seundo.

b) Durante los meses restantes del a o, el gasto de entregs no será menor de 28.3 metros cúbicos (1 000 pies cúbicos) ni mayor de 99.1 metros cúbicos (3 500 pies cúbicos) por segundo.

Para el volumen de 1 387 675 000 metros cúbicos (1 125 000 acres pies):

a) Durante los meses de enero, febrero, octubre, noviembre y diciembre, el gasto de entrega no será menor de 19.1 metros cúbicos (675 pies cúbicos) ni mayor de 113.3 metros cúbicos (4 000 pies cúbicos) por segundo.

b) Durante los meses restantes del a o, el gasto de entrega no será menor de 31.9 metros cúbicos (1 125 pies cúbicos) ni mayor de 113.3 metros cúbicos (4 000 pies cúbicos) por segundo.

En el caso en que se hagan entregas de agua en un lugar de la líneas divisoria terrestre cercano a San Luis, Sonora, de acuerdo con lo establecido en el Artículo 11, dichas entregas se sujetarán a una subtabla que formulará y proporciónará la Sección Mexiocana. Los volúmenes y gastos mensuales de entrega especificados en dicha subtabla estarán en proporción a los especificados para la Tabla 1, salvo que la Comisión acuerde otra cosa.

SCHEDULE II

Schedule II shall cover the delivery at the boundary line by means of the All-American Canal of 500,000 acre-feet (616,745,000 cubic meters) of water each year from the date Davis dam and reservoir are placed in operation until January 1, 1980 and the delivery of 375,000 acre-feet (462,558,000 cubic meters) of water each year thereafter. This schedule shall be formulated subject to the following limitations:

With reference to the 500,000 acre-foot (616,745,000 cubic meter) quantity:

(a) During the months of January, February, October, November and December the prescribed rate of delivery shall be not less than 300 cubic feet (8.5 cubic meters) nor more than 2,000 cubic feet (56.6 cubic meters) per second.

(b) During the remaining months of the year the prescribed rate of delivery shall be not less than 500 cubic feet (14.2 cubic meters) nor more than 2,000 cubic feet (56.6 cubic meters) per second.

With reference to the 375,000 acre-foot (462,558,000 cubic meter) quantity:

(a) During the months of January, February, October, November and December the prescribed rate of delivery shall be not less than 225 cubic feet

TABLA II

La tabla II detallará la entrega en la línea divisoria de las aguas procedentes del Canal Todo Americano, de un volumen de 616 745 000 metros cúbicos (500000 acres pies) anuales de agua a partir de la fecha en que la Presa Davis sea puesta en operación, hasta el primero de enero de 1980, y de 462 558 000 metros cúbicos (375 000 acres pies) de agua anuales después de esa fecha. Esta tabla se formulará con sujeción a las siguientes limitaciones:

Par el volumen de 616 745 000 metros cúbicos (500 000 acres pies):

a) Durante los meses de enero, febrero, octubre, noviembre y diciembre, el gasto de entrega no será, menor de 8.5 metros cúbicos (300 pies cúbicos), ni mayor de 56.6 metros cúbicos (2 000 pies cúbicos) por segundo.

b) Durante los meses restantes del año, el gasto de entrega no será menor de 14.2 metros cúbicos (500 pies cúbicos), ni mayor de 56.6 metros cúbicos (2 000 pies cúbicos) por segundo.

Para el volumen de 462 558 000 metros cúbicos (375 000 acres pies):

a) Durante los meses de enero, febrero, octubre, noviembre y diciembre, el gasto de entrega no será, menor de 6.4 metros cúbicos (225 pies cúbicos)

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(6.4 cubic meters) nor more than 1,500 cubic feet (42.5 cubic meters) per second.

(b) During the remaining months of the year the prescribed rate of delivery shall be not less than 375 cubic feet (10.6 cubic meters) nor more than 1,500 cubic feet (42.5 cubic meters) per second.

B. The United States shall be Under no obligation to deliver, through the All-American Canal, more than 500,000 acre-feet (616,745,000 cubic meters) annually from the date Davis dam and reservoir are placed in operation until January 1, 1980 or more than 375,000 acre-feet (462,558,000 cubic meters) annually thereafter. If, by mutual agreement, any part of the quantities of water specified in this paragraph are delivered to Mexico at points on the land boundary otherwise than through the All-American Canal, the above quantities of water and the rates of deliveries set out under Schedule II of this Article shall be correspondingly diminished.

C. The United States shall have the option of delivering, at the point on the land boundary mentioned in subparagraph (c) of Article 11, any part or all of the water to be delivered at that point under Schedule II of this Article during the months of January, February, October, November and December of each year, from any source whatsoever, with the

cos) ni mayor de 42.5 metros cúbicos (1 500 pies cúbicos) por segundo.

b) Durante los meses restantes del año, el gasto de entrega no será, menor de 10.6 metros cúbicos (375 pies cúbicos), ni mayor de 42.5 metros cúbicos (1 500 pies cúbicos) por segundo.

B. -Los Estados Unidos no estarán obligados a entregar por el Canal Todo Americano más de 616 745 000 metros cúbicos (500 000 acres pies) anuales desde la fecha en que se ponga en operación la Presa Davis hasta el primero de enero de 1980, ni más de 462 558 000 metros cúbicos (375 000 acres pies) anuales después de esa última fecha. Si por acuerdo mutuo se entregare a México cualquiera parte de los volúmenes de agua especificados en este párrafo, en puntos de la línea terrestre internacional distintos del lugar en que se haga la entrega por el Canal Todo Americano, los gastos de entrega y los volúmenes de agua arriba mencionados y determinados en la Tabla II de este Artículo, serán disminuídos en las cantidades correspondientes.

C. -Durante los meses de enero, febrero, octubre, noviembre y diciembre de cada año, los Estados Unidos tendrá la opción de entregar, en el lugar de la línea divisoria internacional determinado en el inciso c) del Artículo 11, de cualquier fuente que sea, una parte o la totalidad del volumen de agua que deberá ser entregado en ese lugar de acuerdo

understanding that the total specified annual quantities to be delivered through the All-American Canal shall not be reduced because of the exercise of this option, unless such reduction be requested by the Mexican Section, provided that the exercise of this option shall not have the effect of increasing the total amount of scheduled water to be delivered to Mexico.

D. In any year in which there shall exist in the river water in excess of that necessary to satisfy the requirements in the United States and the guaranteed quantity of 1,500,000 acre-feet (1,850,234,000 cubic meters) allotted to Mexico, the United States hereby declares its intention to cooperate with Mexico in attempting to supply additional quantities of water through the All-American Canal as such additional quantities are desired by Mexico, if such use of the Canal and facilities will not be detrimental to the United States, provided that the delivery of any additional quantities through the All-American Canal shall not have the effect of increasing the total scheduled deliveries to Mexico. Mexico hereby declares its intention to cooperate with the United States by attempting to curtail deliveries of water through the All-American Canal in years of limited supply, if such curtailment can be accomplished without detriment to Mexico and is necessary to allow full use of all available water supplies, provided that such curtailment shall not have the effect of reduc-

con la Tabla II de este Artículo. El ejercicio de la anterior opción, no producirá, la reducción de los volúmenes totales anuales especificados para ser entregados por el Canal Todo Americano, a menos que dicha reducción sea solicitada por la Sección Mexicana, ni implicará el aumento del volumen total de agua tabulada que deberá entregarse a México.

D. -En cualquier año en que haya agua en el río en exceso de la necesaria para satisfacer las demandas en los Estados Unidos y el volumen garantizado de 1 850 234 000 metros cúbicos (1 500 000 acres pies) asignado a México, los Estados Unidos declaran su intención de cooperar con México procurando abastecer, por el Canal Todo Americano, los volúmenes adicionales de agua que México desee, si ese uso del Canal y de las obras respectivas no resultare perjudicial a los Estados Unidos; en la inteligencia de que la entrega de los volúmenes adicionales de agua por el Canal Todo Americano no significará el aumento del volumen total de entregas de agua tabulado para México. Por su parte, México declara su intención de cooperar con los Estados Unidos durante los años de abastecimiento limitado tratando de reducir las entregas de agua por el Canal Todo Americano si dicha reducción pudiere llevarse a efecto sin perjuicio para México y si fuere necesaria para hacer posible el aprovechamiento total del agua disponible; en la inteligencia de que dicha reducción no tendrá el

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ing the total scheduled deliveries of water to Mexico.

E. In any year in which there shall exist in the river water in excess of that necessary to satisfy the requirements in the United States and the guaranteed quantity of 1,500,000 acre-feet (1,850,234,000 cubic meters) allotted to Mexico, the United States Section shall so inform the Mexican Section in order that the latter may schedule such surplus water to complete a quantity up to a maximum of 1,700,000 acre-feet (2,096,931,000 cubic meters). In this circumstance the total quantities to be delivered under Schedules I and II shall be increased in proportion to their respective total quantities and the two schedules thus increased shall be subject to the same limitations as those established for each under paragraph A of this Article.

F. Subject to the limitations as to rates of deliveries and total quantities set out in Schedules I and II, Mexico shall have the right, upon thirty days notice in advance to the United States Section, to increase or decrease each monthly quantity prescribed by those schedules by not more than 20% of the monthly quantity.

G. The total quantity of water to be delivered under Schedule I of paragraph A of this Article may be increased in any year if the amount to be delivered under Schedule II

efecto de disminuir el total de entregas de agua tabulado para México.

E. -En cualquier año en que haya agua en el río en exceso de la cantidad necesaria para satisfacer las demandas en los Estados Unidos y el volumen garantizado de 1 850 234 000 metros cúbicos (1 500 000 acres pies) asignado a México, la Sección de los Estados Unidos lo informará así a la Sección Mexicana con objeto de que esta última pueda tabular las aguas excedentes hasta completar un volumen máximo de 2 096 931 000 metros cúbicos (1 700 000 acres pies). En este caso los volúmenes totales que se entregarán de acuerdo con las Tablas números I y II serán aumentados en proporción a sus respectivos volúmenes totales y las dos tablas así incrementadas quedarán sujetas a las mismas limitaciones establecidas, para cada una de ellas, en el párrafo A de este Artículo.

F. -Con sujeción a las limitaciones fijadas en las Tablas I y II por lo que toca a los gastos de entrega y a los volúmenes totales, México tendrá el derecho de aumentar o disminuir, mediante avisos dados a la Sección de los Estados Unidos con 30 días de anticipación, cada uno de los volúmenes mensuales establecidos en esas tablas, en una cantidad que no exceda del 20 % de su respectivo monto.

G. - En cualquier año, el volumen total de agua que deberá entregarse de acuerdo con la Tabla I a que se refiere el párrafo A de este Artículo, podrá ser

is correspondingly reduced and if the limitations as to rates of delivery under each schedule are correspondingly increased and reduced.

IV -TIJUANA RIVER

ARTICLE 16

In order to improve existing uses and to assure any feasible further development, the Commission shall study and investigate, and shall submit to the two Governments for their approval:

(1) Recommendations for the equitable distribution between the two countries of the waters of the Tijuana River system;

(2) Plans for storage and flood control to promote and develop domestic, irrigation and other feasible uses of the waters of this system;

(3) An estimate of the cost of the proposed works and the manner in which the construction of such works or the cost thereof should be divided between the two Governments;

(4) Recommendations regarding the parts of the works to be operated and maintained by the Commission and the parts to be operated and maintained by each Section.

The two Governments through their respective Sections of the Commission shall construct such of the proposed works as are

aumentado, si el volumen de agua que se entregue de acuerdo con la Tabla II se redujere en el mismo volumen y si las limitaciones en cuanto a gastos de entrega estipulados para cada tabla se aumentan y se redticen correspondientemente.

IV -RIO TIJUANA

ARTICULO 16

Con el objeto de mejorar los usos existentes y de asegurar cualquier desarrollo futuro factible, la Comisión estudiará, investigará y someterá a los dos Gobiernos para su aprobación:

(1) Recomendaciones para la distribución equitativa entre los dos países de las aguas del sistema del río Tijuana;

(2) Proyectos de almacenamiento y control de avenidas a fin de fomentar y desarrollar los usos domésticos, de irrigación y demás usos factibles de las aguas de este sistema;

(3) Estimaciones de los costos de las obras propuestas y de la forma en que la construcción de dichas obras o los costos de las mismas deberán ser divididos entre los dos Gobiernos;

(4) Recomendaciones respecto de las partes de las obras que deberán ser operadas y mantenidas por la Comisión y las partes de las mismas que deberán ser operadas y mantenidas por cada Sección.

Los dos Gobiernos, cada uno por conducto de sus respectivas Secciones de la Comisión, construirán las obras que propongan

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approved by both Governments, shall divide the work to be done or the cost thereof, and shall distribute between the two countries the waters of the Tijuana River system in the proportions approved by the two Governments. The two Governments agree to pay in equal shares the costs of joint operation and maintenance of the works involved, and each Government agrees to pay the cost of operation and maintenance of the works assigned to it for such purpose.

V - GENERAL PROVISIONS

ARTICLE 17

The use of the channels of the international rivers for the discharge of flood or other excess waters shall be free and not subject to limitation by either country, and neither country shall have any claim against the other in respect of any damage caused by such use. Each Government agrees to furnish the other Government, as far in advance as practicable, any information it may have in regard to such extra ordinary discharges of water from reservoirs and flood flows on its own territory as may produce floods on the territory of the other.

Each Government declares its intention to operate its storage dams in such manner, consistent with the normal operations of its hydraulic systems, as to avoid, as far as feasible, material damage in the territory of the other.

y aprueben ambos Gobiernos, se dividirán la cantidad de obra o su costo y se distribuirán las aguas del sistema del río Tijuana en las proporciones que ellos decidan. Los dos Gobiernos convienen en pagar por partes iguales el costo de la operación y mantenimiento conjuntos de las obras, y cada Gobierno conviene en pagar el costo de operación y mantenimiento de las obras asignadas a él con dicho objeto.

V - DISPOSICIONES GENERALES

ARTICULO 17

El uso del cauce de los ríos internacionales para la descarga de aguas de avenida o de otras excedentes será libre y sin limitación para los dos países y ninguno de ellos podrá presentar reclamaciones al otro por daños causados por dicho uso. Cada uno de los Gobiernos conviene en proporcionar al otro, con la mayor anticipación posible, la información que tenga sobre las salidas de agua extraordinarias de las presas y las crecientes de los ríos que existan en su propio territorio y que pudieran producir inundaciones en el territorio del otro.

Cada Gobierno declara su intención de operar sus presas de almacenamiento en tal forma, compatible con la operación normal de sus sistemas hidráulicos, que evite, en cuanto sea factible, que se produzcan daños materiales en el territorio del otro.

ARTICLE 18

Public use of the water surface of lakes formed by international dams shall, when not harmful to the services rendered by such dams, be free and common to both countries, subject to the police regulations of each country in its territory, to such general regulations as may appropriately be prescribed and enforced by the Commission with the approval of the two Governments for the purpose of the application of the provisions of this Treaty, and to such regulations as may appropriately be prescribed and enforced for the same purpose by each Section of the Commission with respect to the areas and borders of such parts of those lakes as lie within its territory. Neither Government shall use for military purposes such water surface situated within the territory of the other country except by express agreement between the two Governments.

ARTICLE 19

The two Governments shall conclude such special agreements as may be necessary to regulate the generation, development and disposition of electric power at international plants, including the necessary provisions for the export of electric current.

ARTICLE 20

The two Governments shall, through their respective Sections of the Commission, carry out the construction of works allotted to

ARTICULO 18

El uso civil de las superficies de las aguas de los lagos de las presas internacionales, cuando no sea en detrimento de los servicios a que están destinadas dichas presas, será libre y común para amboa países, sujeto a los reglamentos de policía de cada pais en su territorio, a los reglamentos generales pertinentes que establezca y ponga en vigor la Comisión con la aprobación de los dos Gobiernos con el fin de aplicar las disposiciones de este Tratado, y a los reglamentos pertinentes que establezca y ponga en vigor cada Sección de la Comisión, con el mismo fin, respecto a las áreas y orillas de aquellas partes de los lagos comprendidas dentro de su territorio. Ninguno de los dos Gobiernos podrá usar para fines militates las superficies de las aguas situadas dentro del territorio del otro país sin un convenio expreso entre los dos Gobiernos.

ARTICULO 19

Los dos Gobiernos celebrarán los convenios especiales que sean neccesarios para reglamentar la generación, el desarrollo y utilización de la energía eléctrica en las plantas internacionales y los requisitos para exportar la corriente eléctrica.

ARTICULO 20

Los dos Gobiernos, por conducto de aus respectivas Secciones de la Comisión, llevarán a cabo los trabajoe de construceión que les

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them. For this purpose the respective Sections of the Commission may make use of any competent public or private agencies in accordance with the laws of the respective countries. With respect to such works as either Section of the Commission may have to execute on the territory of the other, it shall, in the execution of such works, observe the laws of the place where such works are located or carried out, with the exceptions hereinafter stated.

All materials, implements, equipment and repair parts intended for the construction, operation and maintenance of such works shall be exempt from import and export customs duties. The whole of the personnel employed either directly or indirectly on the construction, operation or maintenance of the works may pass freely from one country to the other for the purpose of going to and from the place of location of the works, without any immigration restrictions, passports or labor requirements. Each Government shall furnish, through its own Section of the Commission, convenient means of identification to the personnel employed by it on the aforesaid works and verification certificates covering all materials, implements, equipment and repair parts intended for the works.

Each Government shall assume responsibility for and shall adjust exclusively in accordance with its own laws all claims arising within its territory in connection with the construction, operation or

sean asignados, empleando, para ese fin, los organismos públicos o privados competentes de acuerdo con sus propias leyes. Respecto a las obras que cualquiera de las Secciones de la Comisión deba ejecutar en el territorio de la otra, observará en la ejecución del trabajo las leyes del lugar donde se efectúe, con las excepciones que en seguida se consignan.

Todos los materiales, implementos, equipos y refacciones destinados a la construcción de las obras, su operación y mantenimiento, quedarán exceptuados de tributos fiscales de importación y exportación. Todo el personal empleado directamente o indirectamente en la construcción, operación y mantenimiento de las obras, podrá pasar libremente de un país al otro con objeto de ir al lugar de su trabajo, o regresar de él, sin restricciones de inmigración, pasaporte, o requisitos de trabajo. Cada Gobierno proporcionará, por medio de su respectiva Sección de la Comisión, una identificación conveniente al personal empleado por la misma en las mencionadas labores y un certificado de verificación para los materiales, implementos, equipos y refacciones destinados a las obras.

En caso de que se presenten reclamaciones en conexión con la construcción, operación o mantenimiento de la totalidad o de cualquiera parte de las obras aquí convenidas o que, en cumplimiento-

maintenance of the whole or of any part of the works herein agreed upon, or of any works which may, in the execution of this Treaty, be agreed upon in the future.

ARTICLE 21

The construction of the international dams and the formation of artificial lakes shall produce no change in the fluvial international boundary, which shall continue to be governed by existing treaties and conventions in force between the two countries.

The Commission shall, with the approval of the two Governments, establish in the artificial lakes, by buoys or by other suitable markers, a practicable and convenient line to provide for the exercise of the jurisdiction and control vested by this Treaty in the Commission and its respective Sections. Such line shall also mark the boundary for the application of the customs and police regulations of each country.

ARTICLE 22

The provisions of the Convention between the United States and Mexico for the rectification of the Rio Grande (Rio Bravo) in the El Paso-Juárez Valley signed on February 1, 1933, [1] shall govern, so far as delimitation of the boundary, distribution of jurisdiction and sovereignty, and relations

to de este Tratado, se convenga en lo futuro, el Gobierno del país en cuyo territorio se hayan originado tales reclamaciones asumirá la responsabilidad de todas ellas y las ajustará, de acuerdo con sus propias leyes exclusivamente.

ARTICULO 21

La construcción de las presas internacionales y la formación de sus lagos artificiales no producirá variación alguna de la línea divisoria internacional fluvial, la que continuará siendo la establecida en los tratados y convenciones vigentes entre los dos países.

La Comisión, con la aprobación de los dos Gobiernos, fijará en los lagos artificiales, por medio de boyas o por cualquier otro procedimiento que juzgue adecuado, una línea más sencilla y conveniente para los efectos prácticos del ejercicio de la jurisdicción y del control que a dicha Comisión y a cada una de sus Secciones les confiere y les impone este Tratado. La línea aludida marcará, igualmente, el límite para la aplicación de los respectivos reglamentos fiscales y de policía de los dos países.

ARTICULO 22

Las estipulaciones de la Convención entre los Estados Unidos y México, del 1º de febrero de 1933, para la Rectificación del Río Bravo del Norte (Grande) en el Valle de Juárez-El Paso, en lo que se refiere a delimitación de fronteras, atribución de jurisdicción y soberanía y relaciones con pro-

¹[Treaty Series 864; 48 Stat. 1621.]

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with private owners are concerned, any places where works for the artificial channeling, canalization or rectification of the Rio Grande (Rio Bravo) and the Colorado River are carried out.

ARTICLE 23

The two Governments recognize the public interest attached to the works required for the execution and performance of this Treaty and agree to acquire, in accordance with their respective domestic laws, any private property that may be required for the construction of the said works, including the main structures and their appurtenances and the construction materials therefor, and for the operation and maintenance thereof, at the cost of the country within which the property is situated, except as may be otherwise specifically provided in this Treaty.

Each Section of the Commission shall determine the extent and location of any private property to be acquired within its own country and shall make the necessary requests upon its Government for the acquisition of such property.

The Commission shall determine the cases in which it shall become necessary to locate works for the conveyance of water or electrical energy and for the servicing of any such works, for the benefit of either of the two countries, in the territory of the other country, in order that such works can be built pursuant to agreement between the two Govern-

pietarios particulares, regirán en los lugares donde se hagan las obras de encauzamiento, canalización o rectificación del río Bravo (Grande) y del río Colorado

ARTICULO 23

Los dos Gobiernos reconocen la utilidad pública de las obras necesarias para la aplicación y cumplimiento de este Tratado y, por consiguiente, se comprometen a adquirir, de acuerdo con sus respectivas leyes internas, las propiedades privadas que se necesiten para la ejecución de las obras de referencia, comprendiendo, además de las obras principales, sus anexos y el aprovechamiento de materiales de construcción, y para la operación y mantenimiento de ellas, a expensas del país en donde se encuentren dichas propiedades, con las excepciones que expresamente establece este Tratado.

Cada una de las Secciones de la Comisión fijará en su correspondiente país la extensión y ubicación de las propiedades privadas que deban ser adquiridas y hará a su respectivo Gobierno la solicitud pertinente para que las adquiera.

La Comisión determinará los casos en que sea necesario ubicar obras para la conducción de agua o energía eléctrica y para los servicios anexos a las mismas obras, en beneficio de cualquiera de los dos países, en territorio del otro, para que dichas obras puedan construirse por acuerdo de los dos Gobiernos. Dichas obras quedarán bajo la jurisdicción y vigi-

ments. Such works shall be subject to the jurisdiction and supervision of the Section of the Commission within whose country they are located.

Construction of the works built in pursuance of the provisions of this Treaty shall not confer upon either of the two countries any rights either of property or of jurisdiction over any part whatsoever of the territory of the other. These works shall be part of the territory and be the property of the country wherein they are situated. However, in the case of any incidents occurring on works constructed across the limitrophe part of a river and with supports on both banks, the jurisdiction of each country shall be limited by the center line of such works, which shall be marked by the Commission, without thereby changing the international boundary.

Each Government shall retain, through its own Section of the Commission and within the limits and to the extent necessary to effectuate the provisions of this Treaty, direct ownership, control and jurisdiction within its own territory and in accordance with its own laws, over all real property—including that within the channel of any river—rights of way and rights *in rem*, that it may be necessary to enter upon and occupy for the construction, operations or maintenance of all the works constructed, acquired or used pursuant to this Treaty. Furthermore, each Government shall similarly acquire and retain

lancia de la Sección de la Comisión del país en que se encuentren.

La construcción de las obras, en cumplimiento de las disposiciones de este Tratado, no conferirá, a ninguno de los dos países derechos ni de propiedad ni de jurisdicción sobre ninguna parte del territorio del otro. Las obras constituirán parte del territorio y pertenecerán al país dentro del cual se hauen. Sin embargo, para sucesos ocurridos sobre las obras construídas en los tramos limítrofes de los ríos y que se apoyen en ambas márgenes, la jurisdicción de cada país quedará limitada por el eje medio de dichas obras--el cual será marcado por la Comisión--sin que por eso varíe la línea divisoria internacional.

Cada Gobierno por medio de su respectiva Sección de la Comisión, conservará dentro de los límites y en la extensión necesaria para cumplir con las disposiciones de este Tratado, el dominio directo control y jurisdicción dentro de su propio territorio y de acuerdo con sus leyes, sobre los inmuebles--incluyendo los que estén dentro del cauce del río--los derechos de vía y los derechos reales que sea necesario ocupar, para la construcción, operación y mantenimiento de todas las obras que se construyan, adquieran o usen de acuerdo con este Tratado. Asimismo, cada Gobierno adquirirá y conservará, en su poder, en

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in its own possession the titles, control and jurisdiction over such works.

la misma forma, los títulos, control y jurisdicción sobre tales obras.

ARTICLE 24

ARTICULO 24

The International Boundary and Water Commission shall have, in addition to the powers and duties otherwise specifically provided in this Treaty, the following powers and duties:

La Comisión Internacional de Límites y Aguas tendrá las siguientes facultades y obligaciones, en adición a las establecidas espeeíficamente en este Tratado:

(a) To initiate and carry on investigations and develop plans for the works which are to be constructed or established in accordance with the provisions of this and other treaties or agreements in force between the two Governments dealing with boundaries and international waters; to determine, as to such works, their location, size, kind and characteristic specifications; to estimate the cost of such works; and to recommend the division of such costs between the two Governments, the arrangements for the furnishing of the necessary funds, and the dates for the beginning of the works, to the extent that the matters mentioned in this subparagraph are not otherwise covered by specific provisions of this or any other Treaty.

a) Iniciar, llevar a cabo las investigaciones y desarrollar los proyectos de las obras que deberán ser construídas o establecidas de acuerdo con las estipulaciones de éste y de los demás tratados y convenios vigentes entre los dos Gobiernos, relativos a límites y aguas internacionales; determinar la localización, magnitud, calidad y especificaciones características de dichas obras; estimar su costo; y recomendar la forma en que éste deberá repartirse entre los dos Gobiernos y los arreglos para proveer los fondos necesarios, y las fechas en que deberán principiarse las obras, en todo lo que las cuestiones mencionadas en este inciso no estén reglamentadas en forma distinta por disposiciones específicas de éste o de algún otro tratado.

(b) To construct the works agreed upon or to supervise their construction and to operate and maintain such works or to supervise their operation and maintenance, in accordance with the respective domestic laws of each country. Each Section shall have, to the extent necessary to give effect to the provisions of this

b) Construir o vigilar la construcción y después operar y mantener o vigilar la operación y mantenimiento de las obras convenidas, con sujeción a las respectivas leyes de cada país. Cada Sección tendrá, jurisdicción sobre, las obras construídas exclusivamente en el territorio de su país, hasta el límite necesario para cum-

Treaty, jurisdiction over the works constructed exclusively in the territory of its country whenever such works shall be connected with or shall directly affect the execution of the provision, -, of this Treaty.

(c) In general to exercise and discharge the specific powers and duties entrusted to the Commission by this and other treaties and agreements in force between the two countries, and to carry into execution and prevent the violation of the provisions of those treaties and agreements. The authorities of each country shall aid and support the exercise and discharge of these powers and duties, and each Commissioner shall invoke when necessary the jurisdiction of the courts or other appropriate agencies of his country to aid in the execution and enforcement of these powers and duties.

(d) To settle all differences that may arise between the two Governments with respect to the interpretation or application of this Treaty, subject to the approval of the two Governments. In any case in which the Commissioners do not reach an agreement, they shall so inform their respective governments reporting their respective opinions and the grounds therefor and the points upon which they differ, for discussion and adjustment of the difference through diplomatic channels and for application where proper of the general or special agreements which the two Governments have concluded for the settlement of controversies.

plir con las disposiciones de este Tratado y siempre que dichas obras tengan conexión con las estipulaciones aludidas o alguna influencia en la ejecución de las mismas.

c) En general, ejercer las facultades y cumplir con las obligaciones específicas impuestas a la Comisión por éste y otros Tratados y Convenios vigentes entre los dos países, ejecutar sus disposiciones y evitar la violación de las mismas. Las autoridades de cada país ayudarán y apoyarán a la Comisión en el ejercicio de estas facultades, pudiendo cada Comisionado requerir, siempre que sea necesario, el imperio de los tribunales o de otras dependencias gubernamentales competentes de su país, con objeto de obtener ayuda en la ejecución y cumplimiento de estas facultades y obligaciones.

d) Resolver, con la aprobación de los dos Gobiernos, todas las diferencias que se susciten entre ellos sobre la interpretación o la aplicación del presente Tratado. Si los Comisionados no llegaren a un acuerdo, darán aviso a su Gobierno, expresando sus opiniones respectivas, los fundamentos de su decisión y los puntos en que difieran, para la discusión y ajuste de la discrepancia por la vía diplomática, o con objeto de que se apliquen, en su caso, los convenios generales o especiales celebrados entre los mismos Gobiernos para resolución de controversias.

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(e) To furnish the information requested of the Commissioners jointly by the two Governments on matters within their jurisdiction. In the event that the request is made by one Government alone, the Commissioner of the other Government must have the express authorization of his Government in order to comply with such request.

(f) The Commission shall construct, operate and maintain upon the limitrophe parts of the international streams, and each Section shall severally construct, operate and maintain upon the parts of the international streams and their tributaries within the boundaries of its own country, such stream gaging stations as may be needed to provide the hydrographic data necessary or convenient for the proper functioning of this Treaty. The data so obtained shall be compiled and periodically exchanged between the two Sections.

(g) The Commission shall submit annually a joint report to the two Governments on the matters in its charge. The Commission shall also submit to the two Governments joint reports on general or any particular matters at such other times as it may deem necessary as may be requested by the two Governments.

ARTICLE 25

Except as otherwise specifically provided in this Treaty, Articles III and VII of the Convention of March 1, 1889 shall govern the

e) Proporcionar las informaciones que los dos Gobiernos soliciten conjuntamente de los Comisionados sobre asuntos de su jurisdicción. En caso de que la solicitud sea hecha por un solo Gobierno, el Comisionado del otro, necesitará la autorización expresa de su Gobierno para atenderla.

f) La Comisión construirá, operará y mantendrá, en los tramos limítrofes de las corrientes internacionales, y cada Sección construirá, operará y mantendrá separadamente en las porciones de las corrientes internacionales y de sus afluentes que queden dentro de los límites de su propio país, las estaciones de aforo que sean necesarias para obtener los datos hidrográficos necesarios o convenientes para el funcionamiento adecuado de este Tratado. Los datos así obtenidos serán recopilados e intercambiados periódicamente entre las dos Secciones.

g) La Comisión someterá anualmente a los dos Gobiernos un informe conjunto sobre los asuntos que estén a su cargo. Asimismo, la Comisión someterá a los dos Gobiernos los informes conjuntos, generales o sobre cualquier asunto especial, cuando lo considere necesario o lo soliciten los dos Gobiernos.

ARTICULO 25

Con las excepciones específicamente establecidas en este Tratado, los procedimientos de la Comisión, para la ejecución de las

proceedings of the Commission in carrying out the provisions of this Treaty. Supplementary thereto the Commission shall establish a body of rules and regulations to govern its procedure, consistent with the provisions of this Treaty and of Articles III and VII of the Convention of March 1, 1889 and subject to the approval of both Governments.

Decisions of the Commission shall be recorded in the form of Minutes done in duplicate in the English and Spanish languages, signed by each Commissioner and attested by the Secretaries, and copies thereof forwarded to each Government within three days after being signed. Except where the specific approval of the two Governments is required by any provision of this Treaty, if one of the Governments fails to communicate to the Commission its approval or disapproval of a decision of the Commission within thirty days reckoned from the date of the Minute in which it shall have been pronounced, the Minute in question and the decisions which it contains shall be considered to be approved by that Government. The Commission within the limits of their respective jurisdiction, shall execute the decisions of the Commission that are approved by both Governments.

If either Government disapproves a decision of the Commission the two Governments shall take cognizance of the matter, and if an agreement regarding such matter is reached between the two Governments, the agree-

estipulaciones del mismo, se registrarán por los Artículos III y VII de la Convención de primero de marzo de 1889. En adición y en concordancia con las disposiciones citadas y con las estipulaciones de este Tratado, la Comisión establecerá las normas y reglamentos que registrarán, una vez aprobados por ambos Gobiernos, los procedimientos de la propia Comisión.

Los acuerdos de la Comisión se harán constar en forma de actas, levantadas por duplicado, en inglés y en español, firmadas por ambos Comisionados y bajo la fe de los Secretarios, una copia de cada una de las cuales será enviada a cada Gobierno dentro de los tres días siguientes a su firma. Excepto en los casos en que, de acuerdo con las disposiciones de este Tratado, se requiera específicamente la aprobación de los dos Gobiernos, si un Gobierno deja de comunicar a la Comisión su acuerdo aprobatorio o reprobatorio, dentro del término de 30 días contados a partir de la fecha que tenga el acta, se darán por aprobadas ésta y las resoluciones en ella contenidas. Los Comisionados ejecutarán las resoluciones de la Comisión, aprobadas por ambos Gobiernos, dentro de los límites de sus respectivas jurisdicciones.

En los casos en que cualquiera de los dos Gobiernos desapruebe un acuerdo de la Comisión, ambos Gobiernos tomarán conocimiento del asunto y, si llegaren a un acuerdo, éste se comunicará, a los Comisionados con objeto de que

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ment shall be communicated to the commissioners, who shall take further proceedings as may be necessary to carry out such agreement.

ellos sigan los procedimientos necesarios para llevar a cabo lo convenido.

VI - TRANSITORY PROVISIONS

VI - DISPOSICIONES TRANSITORIAS

ARTICLE 26

ARTICULO 26

During a period of eight years from the date of the entry into force of this Treaty, or until the beginning of operation of the lowest major international reservoir on the Rio Grande (Rio Bravo), should it be placed in operation prior to the expiration of said period, Mexico will cooperate with the United States to relieve, in times of drought, any lack of water needed to irrigate the lands now under irrigation in the Lower Rio Grande Valley in the United States, and for this purpose Mexico will release water from El Azúcar reservoir on the San Juan River and allow that water to run through its system of canals back into the San Juan River in order that the United States may divert such water from the Rio Grande (Rio Bravo). Such releases shall be made on condition that they do not affect the Mexican irrigation system, provided that Mexico shall, in any event, except in cases of extraordinary drought or serious accident to its hydraulic works, release and make available to the United States for its use the quantities requested, under the following conditions: that during the said eight years there shall be made available a total of 160,000 acre-feet (197,358,000 cubic me-

Durante un lapso de ocho a os contados a partir de la fecha en que principle la vigencia de este Tratado, o hasta que sea puesta en operación la presa inferior principal internacional de almacenamiento en el río Bravo (Grande), si se pone en operación antes de aquel plazo, México cooperará con los Estados Unidos para aliviar, en períodos de escasez, la falta del agua necesaria para regar las tierras que actualmente se riegan en el valle del Bájó Río Bravo (Grande), en los Estados Unidos, y, al efecto, México extraerá. agua de la press de El Azúcar en el Río San Juan y la dejará correr por medio de su sistema de canales al río San Juan, con objeto de que los Estados Unidos puedan derivarla del río Bravo (Grande). Dichas extracciones se harán siempre que no afecten la operación del sistema de riego mexicano; sin embargo, México se obliga, salvo casos de escasez extraordinaria o de serio accidente a sus obras hidráulicas, a dejar salir y a abastecer los volúmenes pedidos por los Estados Unidos, para su uso, bajo las siguientes condiciones: que en los ocho a os citados se abastecerá un total de 197 358 000 metros cúbicos (160 000 acres pies) y, en un a o,

ters) and up to 40,000 acre-feet (49,340,000 cubic meters) in any one year; that the water shall be made available as requested at rates not exceeding 750 cubic feet (21.2 cubic meters) per second; that when the rates of flow requested and made available have been more than 500 cubic feet (14.2 cubic meters) per second the period of release shall not extend beyond fifteen consecutive days; and that at least thirty days must elapse between any two periods of release during which rates of flow in excess of 500 cubic feet (14.2 cubic meters) per second have been requested and made available. In addition to the guaranteed flow, Mexico shall release from El Azúcar reservoir and conduct through its canal system and the San Juan River, for use in the United States during periods of drought and after satisfying the needs of Mexican users, any excess water that does not in the opinion of the Mexican Section have to be stored and that may be needed for the irrigation of lands which were under irrigation during the year 1943 in the Lower Rio Grande Valley in the United States.

ARTICLE 27

The provisions of Article 10, 11, and 15 of this Treaty shall not be applied during a period of five years from the date of the entry into force of this Treaty, or until the Davis dam and the major Mexican diversion structure on the Colorado River are placed in

determinado, un volumen hasta de 49 340 000 metros cúbicos (40 000 acres pies); que el agua se abastecerá a medida que sea solicitada y en gastos que no excedan de 21.2 metros cúbicos (750 pies cúbicos) por segundo; que cuando los gastos solicitados y abastecidos excedan de 14.2 metros cúbicos (500 pies cúbicos) por segundo, el período de extracción no se prolongará, por más de 15 días consecutivos; y que deberán transcurrir cuando menos treinta días entre dos extracciones en el caso de que se hayan abastecido solicitudes para gastos mayores de 14.2 metros cúbicos (500 pies cúbicos) por segundo. Además de los volúmenes garantizados, México de jará salir de la presa de El Azúcar y conducirá por su sistema de canales y el río San Juan, para su uso en los Estados Unidos, durante los periodos de sequia y después de haber satisfecho todos los requerimientos de los usuarios mexicanos, aquellas aguas excedentes que, a juicio de la Sección Mexicana no necesiten almacenarse, para ayudar al riego de las tierras que, en el año de 1943, se regaban, en el citado valle del Bajo Río Bravo (Grande) en los Estados Unidos.

ARTICULO 27

Durante un lapso de cinco años, contados a partir de la fecha en que principie la vigencia de este Tratado, o hasta que puestas en operación la Presa Davis y la estructura mexicana principal de derivación en el río Colorado, si se ponen en operación estas obras

operation, should these works be placed in operation prior to the expiration of said period. In the meantime Mexico may construct and operate at its expense a temporary diversion structure in the bed of the Colorado River in territory of the United States for the purpose of diverting water into the Alamo Canal, provided that the plans for such structure and the construction and operation thereof shall be subject to the approval of the United States Section. During this period of time the United States will make available in the river at such diversion structure river flow not currently required in the United States, and the United States will cooperate with Mexico to the end that the latter may satisfy its irrigation requirements within the limits of those requirements for lands irrigated in Mexico from the Colorado River during the year 1943.

VII - FINAL PROVISIONS

ARTICLE 28

This Treaty shall be ratified and the ratifications thereof shall be exchanged in Washington. It shall enter into force on the day of the exchange of ratifications and shall continue in force until terminated by another Treaty concluded for that purpose between the two Governments.

In witness whereof the respective Plenipotentiaries have signed this Treaty and have hereunto affixed their seals.

Done in duplicate in the English and Spanish languages, in Wash-

antes de aquel plazo, no se aplicarán los Artículos 10, 11 y 15 de este Tratado y, mientras tanto, México podrá construir y operar a sus expensas, en territorio de los Estados Unidos, una estructura de derivación provisional en el lecho del río Colorado, destinada a derivar agua hacia el canal del Alamo; en la inteligencia de que los planos para dicha estructura, su construcción y operación quedarán sujetos a la aprobación de la Sección de los Estados Unidos. Durante el mismo período los Estados Unidos pondrán a disposición de México en el lugar del río en que se construya dicha estructura, los caudales que a la sazón no se requieran en los Estados Unidos y ofrecen cooperar con México a fin de que éste pueda satisfacer sus necesidades de riego, dentro de los límites que tuvieron esas necesidades en las tierras regadas en México con aguas del río Colorado en el año de 1943.

VII - DISPOSICIONES FINALES

ARTICULO 28

Este Tratado será ratificado y las ratificaciones canjeadas en la ciudad de Wáshington. Entrará en vigor el día del canje de ratificaciones y regirá, indefinidamente hasta que sea terminado por otro Tratado concluído al efecto entre los dos Gobiernos.

En testimonio de lo cual los respectivos Plenipotenciarios han firmado este Tratado y agregado sus sellos.

Hecho en duplicado, en los idiomas inglés y español, en la Ciudad

ington on this third day of February, 1944.

De Wáshington, el dí tres de febrero de 1994.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

CORDELL HULL

[SEAL]

GEORGE S. MESSERSMITH

[SEAL]

LAWRENCE M. LAWSON.

[SEAL]

FOR THE GOVERNMENT OF THE UNITED MEXICAN STATES:

F. CASTILLO NAJERA.

[SEAL]

RAFAEL FERNÁNDEZ MACGREGOR

[SEAL]

PROTOCOL

The Government of the United States of America and the Government of the United Mexican States agree and understand that:

Wherever, by virtue of the provisions of the Treaty between the United States of America and the United Mexican States, signed in Washington on February 3, 1944, relating to the utilization of the waters of the Colorado and Tijuana Rivers and of the Rio Grande from Fort Quitman, Texas, to the Gulf of Mexico, specific functions are imposed on, or exclusive jurisdiction is vested in, either of the Sections of the International Boundary and Water Commission, which involve the construction or use of works for storage or conveyance of water, flood control, stream gaging, or for any other purpose, which are situated wholly within the territory of the country of that Section, and which are to be used only partly for the performance of treaty provisions, such jurisdiction shall be exercised, and such functions, including the construction, operation and maintenance of the said works, shall be performed and carried out by the Federal agencies of that country which now or hereafter may be authorized by domestic law to construct, or to operate and maintain, such works. Such functions or jurisdictions shall be exercised in conformity with the provisions of the Treaty and in cooperation

POTOCOLO

El Gobierno de los Estados Unidos de América y el Gobierno de los Estados Unidos Mexicanos convienen y tienen entendido que:

Siempre que en virtud de lo dispuesto en el Tratado entre los Estados Unidos de América y los Estados Unidos Mexicanos, firmado en Wáshington el 3 de febrero de 1944, relativo al aprovechamiento de las aguas de los ríos Colorado y Tijuana; y del río Bravo (Grande) desde Fort Quitman, Texas, hasta el Golfo de México, se impongan funciones específicas o se confiera jurisdicción exclusiva a cualquierit de las Secciones de la Comisión Internacional de Límites y Aguas, que entra en la construcción o uso de obras de almacenamiento o de conducción de agua, de control de avenidas, de aforos o para cualquier otro objeto, que estén situadas totalmente dentro del territorio del país al que corresponda esa Sección y que se usen solamente en parte para cumplir con las disposiciones del Tratado, dicha jurisdicción la ejercerán y las referidas funciones, incluso la construcción, operación y conservación de las obras de que se trata, las desempe arán y realizarán las dependencias federales de ese mismo país, que estén facultadas, en virtud de sus leyes intemas actualmente en vigor o que en lo futuro se dicten, para construir, operar y conservar dichas obras. Las citadas funciones y jurisdic-

with the respective Section of the Commission, to the end that all international obligations and functions may be coordinated and fulfilled.

The works to be constructed or used on or along the boundary, and those to be constructed or used exclusively for the discharge of treaty stipulations, shall be under the jurisdiction of the Commission or of the respective Section, in accordance with the provisions of the Treaty. In carrying out the construction of such works the Sections of the Commission may utilize the services of public or private organizations in accordance with the laws of their respective countries.

This Protocol, which shall be regarded as an integral part of the aforementioned Treaty signed in Washington on February 3, 1944, shall be ratified and the ratification thereof shall be exchanged in Washington. This Protocol shall be effective beginning with the day of the entry into force of the Treaty and shall continue effective so long as the Treaty remains in force.

In witness whereof the respective Plenipotentiaries have signed this Protocol and have hereunto affixed their seals.

Done in duplicate, in the English and Spanish languages, in

ciones se sejrcerán observando las disposiciones del Tratado y en cooperación con la respectiva Sección de la Comisión, con el objeto de que todas las obligaciones y funciones internacionales puedan coordinate y cumplirse.

Las obras que se construyan o usen en la línea divisoria o a lo largo de ella, así como las quo se construyan o usen exclusivamente para cumplir con las estipulaciones del Tratado, quedarán bajo la jurisdicción de la Comisión o de la Sección correspondiente de acuerdo con lo dispuesto por el mismo. Para llevar a cabo la construcción de dichas obras, las Secciones de la Comisión podrán utilizar los servicios de organismos públicos o privados, de acuerdo con las leyes de sus respectivos países.

Este Protocolo, que se considerará parte integral del susodicho Tratado firmado en Wáshington el 3 de febrero de 1944, será ratificado y las ratificaciones canjeadas en Wáshington. Este Protocolo entrará en vigor a partir del día en que empiece a regir el Tratado y continuará, en vigor por todo el tiempo quo esté vigente éste.

En testimonio de lo cual los respectivos Plenipotenciarios han firmado este Protocolo y le han agregado sus seus.

Hecho en duplicado, en los idiomas inglés y espa ol, en Wásh-

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Washington, this fourteenth day ington, el día catorce de noviembre de
of November, 1944 1944.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

E R STETTINIUS JR

[SEAL]

*Acting Secretary of State
of the United States of America*

FOR THE GOVERNMENT OF THE UNITED MEXICAN STATES:

F. CASTILLO NÁJERA

[SEAL]

*Ambassador Extraordinary and Plenipotentiary
of the United Mexican States in Washington*

INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO

Mexico, D.F.,
August 30, 1973.

MINUTE NO. 242

PERMANENT AND DEFINITIVE SOLUTION TO THE ---
INTERNATIONAL PROBLEM OF THE SALINITY OF THE
COLORADO RIVER. -----

The Commission met at the Secretariat of Foreign Relations, at Mexico, D.F., at 5:00 p.m. on August 30, 1973, pursuant to the instructions received by the two Commissioners from their respective Governments, in order to incorporate in a Minute of the Commission the joint recommendations which were made to their respective Presidents by the Special Representative of President Richard Nixon, Ambassador Herbert Brownell, and the Secretary of Foreign Relations of Mexico, Lic. Emilio O. Rabasa, and which have been approved by the Presidents, for a permanent and definitive solution of the international problem of the salinity of the Colorado River, resulting from the negotiations which they, and their technical and juridical advisers, held in June, July and August of 1973, in compliance with the references to this matter contained in the Joint Communiqué of Presidents Richard Nixon and Luis Echeverría of June 17, 1972. -----

Accordingly, the Commission submits for the approval of the two Governments the following -----

RESOLUTION: -----

1. Referring to the annual volume of Colorado River waters guaranteed to Mexico under the Treaty of 1944, of 1,500,000 acre-feet (1,850,234,000 cubic meters): -----

- a) The United States shall adopt measures to assure that not earlier than January 1, 1974, and no later than July 1, 1974, the approximately 1,360,000 acre-feet (1,677,545,000 cubic meters) delivered to Mexico upstream of Morelos Dam, have an annual average salinity of no more than 115 p.p.m. \pm 30 p.p.m. U.S. count (121 p.p.m. \pm 30 p.p.m. Mexican count) over the annual average -----

(Continued on Sheet 2)

COMISION INTERNACIONAL DE LIMITES Y AGUAS
ENTRE MEXICO Y ESTADOS UNIDOS

México, D.F.,
30 de agosto de 1973.

ACTA NUM. 242

SOLUCION PERMANENTE Y DEFINITIVA DEL PROBLEMA INTERNACIONAL DE LA SALINIDAD DEL RIO ---
COLORADO. -----

La Comisión se reunió en la Secretaría de Relaciones Exteriores, en México, D.F., a las 17:00 horas del 30 de agosto de 1973, en cumplimiento de las instrucciones que recibieron los dos Comisionados de sus respectivos Gobiernos, a fin de incorporar en una Acta de la Comisión las recomendaciones conjuntas que hicieron a sus respectivos Presidentes el Secretario de Relaciones Exteriores de México, Lic. Emilio O. Rabasa, y el Representante Especial del Presidente Richard Nixon, Embajador Herbert Brownell, y que fueron aprobadas por los Presidentes, para una solución permanente y definitiva del problema internacional de la salinidad del Río Colorado, como resultado de las negociaciones que, con sus asesores técnicos y jurídicos, tuvieron en junio, julio y agosto de 1973, en cumplimiento de lo que sobre esta materia expresaron los Presidentes Luis Echeverría y Richard Nixon en su Comunicado Conjunto del 17 de junio de 1972. -----

Consecuentemente, la Comisión somete a la aprobación de los dos Gobiernos la siguiente -----

RESOLUCION: -----

1. Con referencia al volumen anual de las aguas del Río Colorado garantizado a México por el Tratado de 1944, de 1,850,234,000 metros cúbicos (1,500,000 acres-pies): -----

- a) Los Estados Unidos adoptarán medidas para dar seguridades de que no antes del 1° de enero de 1974, y no después del 1° de julio de 1974, los 1,677,545,000 metros cúbicos (1,360,000 acres-pies), aproximadamente, que se entregan a México aguas arriba de la Presa Morelos, tengan una salinidad media anual que no sobrepase en más de 121 p.p.m. \pm 30 p.p.m., normas de México, (115 p.p.m. \pm -----

(Continúa en la hoja 2)

(Continued from Sheet 1)

salinity of Colorado River waters which arrive at Imperial Dam, --- with the understanding that any waters that may be delivered to Mexico under the Treaty of 1944 by means of the All American --- Canal shall be considered as having been delivered upstream of --- Morelos Dam for the purpose of --- computing this salinity. -----

- b) The United States will continue to deliver to Mexico on the land boundary at San Luis and in the limitrophe section of the Colorado River downstream from Morelos Dam approximately 140,000 acre-feet (172,689,000 cubic meters) annually with a salinity substantially the same as that of the waters customarily delivered there. -----
- c) Any decrease in deliveries under point 1(b) will be made up by an equal increase in deliveries under point 1(a). -----
- d) Any other substantial changes in the aforementioned volumes of water at the stated locations must be agreed to by the Commission. -----
- e) Implementation of the measures referred to in point 1(a) above is subject to the requirement in point 10 of the authorization of the necessary works. -----
2. The life of Minute No. 241 shall be terminated upon approval of the present Minute. From September 1, 1973, until the provisions of point 1(a) become effective, the United States shall discharge to the Colorado River downstream from Morelos Dam volumes of drainage waters from the Wellton-Mohawk District at the annual rate of 118,000 acre-feet (145,551,000 cubic meters) and substitute therefor an equal volume of

(Continued on Sheet 3)

(Continúa de la hoja 1)

30 p.p.m., normas de los Estados Unidos), a la salinidad media anual de las aguas del Río Colorado que lleguen a la Presa Imperial, entendido que las aguas que se entreguen a México por conducto del Canal Todo Americano de conformidad con el Tratado de 1944, se considerarán como si se hubieran entregado aguas arriba de la Presa Morelos para el propósito de calcular esta salinidad. -----

- b) Los Estados Unidos continuarán entregando a México en la línea divisoria terrestre en San Luis y en el tramo limítrofe del Río Colorado, aguas abajo de la Presa Morelos, aproximadamente 172,689,000 metros cúbicos (140,000 acres-pies) anuales, con una salinidad substancialmente igual a la de las aguas habitualmente entregadas ahí. -----
- c) Cualquiera disminución en las entregas a que se refiere el apartado b) de este punto 1 será compensada por un aumento igual en las entregas a que se refiere el apartado a) de este punto 1. -----
- d) Cualesquiera otros cambios substanciales en los volúmenes de agua antedichos en los lugares indicados deberán ser convenidos por la Comisión. -----
- e) La ejecución de las medidas a que se refiere arriba el apartado a), está sujeta a los requisitos de la autorización de las obras necesarias a que se refiere el punto 10. -----
2. La vigencia del Acta 241 se dará por concluida con la aprobación de la presente Acta. Desde el 1º de septiembre de 1973 hasta que se pongan en vigor las disposiciones del apartado a) del punto 1, los Estados Unidos descargarán al Río Colorado, aguas abajo de la Presa Morelos, volúmenes de las aguas de drenaje del Distrito de Wellton-Mohawk a razón de 145,551,000 metros cúbicos (118,000 acres-pies) anuales y los

(Continúa en la hoja 3)

(Continued from Sheet 2)

other waters to be discharged to the Colorado River above Morelos Dam; -- and, pursuant to the decision of -- President Echeverría expressed in -- the Joint Communiqué of June 17, -- 1972, the United States shall dis- -- charge to the Colorado River down- -- stream from Morelos Dam the drainage waters of the Wellton-Mohawk Dis- -- trict that do not form a part of -- the volumes of drainage waters re- -- ferred to above, with the under- -- standing that this remaining volume will not be replaced by substitution waters. The Commission shall con- -- tinue to account for the drainage -- waters discharged below Morelos Dam as part of those described in the -- provisions of Article 10 of the ---- Water Treaty of February 3, 1944. --

3. As a part of the measures referred to in point 1(a), the United States shall extend in its territory the -- concrete-lined Wellton-Mohawk bypass drain from Morelos Dam to the Arizona-Sonora international boundary, -- and operate and maintain the por- -- tions of the Wellton-Mohawk bypass -- drain located in the United States.

4. To complete the drain referred to in point 3, Mexico, through the Commission and at the expense of the United States, shall construct, operate and maintain an extension of the -- concrete-lined bypass drain from the Arizona-Sonora international boundary to the Santa Clara Slough of a -- capacity of 353 cubic feet (10 cubic meters) per second. Mexico shall -- permit the United States to dis- -- charge through this drain to the -- Santa Clara Slough all or a portion of the Wellton-Mohawk drainage wa- -- ters, the volumes of brine from such desalting operations in the United -- States as are carried out to imple- -- ment the Resolution of this Minute, and any other volumes of brine which Mexico may agree to accept. It is -- understood that no radioactive ma- -- terial or nuclear wastes shall be --

(Continued on Sheet 4)

(Continúa de la hoja 2)

sustituirán con volúmenes iguales -- de otras aguas que serán descarga- -- dos al Río Colorado aguas arriba -- de la Presa Morelos; y, de conformi- -- dad con la decisión del Presidente Echeverría, expresada en el Comuni- -- cado Conjunto del 17 de junio de -- 1972, los Estados Unidos descarga- -- rán al Río Colorado, aguas abajo de la Presa Morelos, las aguas de dre- -- naje del Distrito de Wellton-Mohawk que no forman parte de los volúme- -- nes de agua de drenaje arriba cita- -- dos, entendido que ese volumen res- -- tante no será reemplazado por otras aguas de sustitución. La Comisión continuará contabilizando las aguas de drenaje que se descarguen aguas abajo de la Presa Morelos como parte de las que se describen en las esti- -- pulaciones del Artículo 10 del Tra- -- tado de Aguas del 3 de febrero de -- 1944. -----

3. Como parte de las medidas a que se refiere el apartado a) del punto 1, los Estados Unidos prolongarán en -- su territorio el dren de desvío de Wellton-Mohawk, revestido de concre- -- to, desde la Presa Morelos hasta la línea divisoria internacional entre Sonora y Arizona, y operarán y man- -- tendrán las partes del dren de des- -- vío de Wellton-Mohawk ubicadas en -- los Estados Unidos. -----

4. Para completar el dren a que se re- -- fiere el punto 3, México, por conduc- -- to de la Comisión, y a expensas de los Estados Unidos, construirá, ope- -- rará y mantendrá una prolongación -- del dren de desvío, revestido de con- -- creto, desde el límite internacional entre Sonora y Arizona hasta el Este- -- ro de Santa Clara, con una capacidad de 10 metros cúbicos (353 pies cúbi- -- cos) por segundo. México permitirá a los Estados Unidos descargar por este dren al Estero de Santa Clara todas o una parte de las aguas de -- drenaje de Wellton-Mohawk, los volú- -- menes de salmuera resultantes de las operaciones de desalación que se ha- -- gan en los Estados Unidos para cum- -- plir con la Resolución de esta Acta, y cualesquiera otros volúmenes de -- salmuera que México convenga en -- aceptar. Queda entendido que no se

(Continúa en la hoja 4)

(Continued from Sheet 3)

discharged through this drain, and -
that the United States shall acquire
no right to navigation, servitude or
easement by reason of the existence
of the drain, nor other legal rights,
except as expressly provided in this
point. -----

5. Pending the conclusion by the Gov-
ernments of the United States and --
Mexico of a comprehensive agreement
on groundwater in the border areas,
each country shall limit pumping of
groundwaters in its territory within
five miles (eight kilometers) of the
Arizona-Sonora boundary near San ---
Luis to 160,000 acre-feet -----
(197,358,000 cubic meters) annually. -----

6. With the objective of avoiding fu-
ture problems, the United States and
Mexico shall consult with each other
prior to undertaking any new devel-
opment of either the surface or the
groundwater resources, or undertak-
ing substantial modifications of ---
present developments, in its own ---
territory in the border area that ---
might adversely affect the other ---
country. -----

7. The United States will support ef-
forts by Mexico to obtain appro- ---
priate financing on favorable terms
for the improvement and rehabilita-
tion of the Mexicali Valley. The --
United States will also provide non-
reimbursable assistance on a basis -
mutually acceptable to both coun- --
tries exclusively for those aspects
of the Mexican rehabilitation pro-
gram of the Mexicali Valley relating
to the salinity problem, including -
tile drainage. In order to comply -
with the above-mentioned purposes, -
both countries will undertake nego-
tiations as soon as possible. -----

8. The United States and Mexico shall -
recognize the undertakings and un- -
derstandings contained in this -----

(Continued on Sheet 5)

(Continúa de la hoja 3)

descargarán por este dren materia-
les radioactivos ni desperdicios -
nucleares, y que los Estados Unidos
no adquirirán derechos de navega-
ción, ni a servidumbres de cualquie
ra índole a causa de la existencia
del dren, ni otros derechos legales,
excepto los que expresamente se ci
tan en este punto. -----

5. Mientras se llega a la celebración
por los Gobiernos de México y los -
Estados Unidos de un convenio de --
alcance general sobre aguas subte-
rráneas en las áreas fronterizas, -
cada país limitará el bombeo de las
aguas subterráneas en su propio te
rritorio, dentro de los 8 kilómetros
(5 millas) de la línea divisoria en
tre Sonora y Arizona y cerca de San
Luis, a 197,358,000 metros cúbicos
(160,000 acres-pies) anuales. -----

6. A fin de evitar problemas futuros,
México y los Estados Unidos se con-
sultarán recíprocamente antes de em
prender, en el área fronteriza de -
sus respectivos territorios, cual-
quier nuevo desarrollo de aguas su-
perficiales o de aguas subterráneas,
o de emprender modificaciones subs-
tanciales de sus desarrollos actua-
les, que pudieran afectar adversa-
mente al otro país. -----

7. Los Estados Unidos apoyarán las ges-
tiones de México para obtener finan-
ciamiento apropiado y en términos -
favorables para el mejoramiento y -
rehabilitación del Valle de Mexicali.
Los Estados Unidos también propor-
cionarán asistencia no reembolsable,
sobre una base mutuamente aceptable
a ambos países, exclusivamente para
aquellos aspectos del programa mexi-
cano de rehabilitación del Valle de
Mexicali relacionados con el proble-
ma de la salinidad, incluyendo dre-
naje tubular. A fin de cumplir con
los propósitos arriba mencionados,
ambos países emprenderán negocia- -
ciones tan pronto como sea posible. -----

8. México y los Estados Unidos recono-
cerán que las medidas y entendimien-
tos contenidos en esta Resolución -

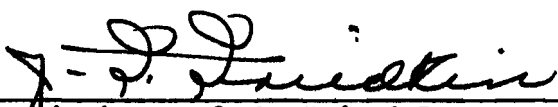
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(Continued from Sheet 4)

Resolution as constituting the permanent and definitive solution of -- the salinity problem referred to in the Joint Communique of President -- Richard Nixon and President Luis -- Echeverría dated June 17, 1972. ----

9. The measures required to implement -- this Resolution shall be undertaken and completed at the earliest practical date. ----
10. This Minute is subject to the express approval of both Governments -- by exchange of Notes. It shall enter into force upon such approval; -- provided, however, that the provisions which are dependent for their implementation on the construction -- of works or on other measures which require expenditure of funds by the United States, shall become effective upon the notification by the -- United States to Mexico of the ---- authorization by the United States -- Congress of said funds, which will -- be sought promptly. ----

Thereupon, the meeting adjourned. ----



Commissioner of the United States



Commissioner of Mexico



Secretary of the United States Section


Secretary of the Mexican Section

(Continúa de la hoja 4)

constituyen la solución permanente y definitiva del problema de la salinidad a que se refiere el Comunicado Conjunto del Presidente Luis -- Echeverría y del Presidente Richard Nixon, fechado el 17 de junio de -- 1972. ----

9. Las medidas requeridas para poner en práctica esta Resolución serán emprendidas y terminadas en la fecha más próxima factible. ----
10. La presente Acta requiere la aprobación específica de ambos Gobiernos por canje de notas. Entrará en vigor en la fecha de su aprobación; -- entendido, sin embargo, que las disposiciones cuyo cumplimiento depende de la construcción de obras o de -- otras medidas que requieran la erogación de fondos por parte de los -- Estados Unidos, entrarán en vigor al notificar los Estados Unidos a ---- México la autorización del Congreso de los Estados Unidos para disponer de dichos fondos, la cual será procurada prontamente. ----

Con lo anterior se levantó la sesión. -


Comisionado de México


Comisionado de los Estados Unidos


Secretario de la Sección de México


Secretario de la Sección de los Estados Unidos

JOINT DECLARATION BETWEEN THE DEPARTMENT OF THE INTERIOR (DOI) OF THE UNITED STATES OF AMERICA AND THE SECRETARIAT OF ENVIRONMENT, NATURAL RESOURCES AND FISHERIES (SEMARNAP) OF THE UNITED MEXICAN STATES TO ENHANCE COOPERATION IN THE COLORADO RIVER DELTA

Considering that the protection and conservation of the Colorado River's riparian areas and other associated resources are a common concern for both the United States of America and the United Mexican States;

Taking into account a long history of cooperation on environmental and natural resources matters of mutual interest between the two nations;

Calling into mind the obligations that both Parties have undertaken pursuant to Article 5 of the Ramsar Convention on Wetlands regarding international cooperation on the management of shared wetlands and river basins;

Recognizing the need to develop strategies that are respectful of national sovereignty and each nation's rights to utilize the resources of the Colorado River;

Recognizing the increasing efforts of non-governmental organizations and communities on both sides of the border to preserve the Colorado River Delta; and

Recognizing the benefit of cooperative actions in such fora as the International Boundary and Water Commission (IBWC) Colorado River Delta Task Force.

DOI and SEMARNAP jointly declare with respect to the Colorado River Delta, the river and its associated habitats they intend to:

1. Strengthen cooperative action and mechanisms, to improve and conserve the natural and cultural resources of the Colorado River Delta, including the river and associated wetland habitats;
2. Support the IBWC's Colorado River Delta Task Force in its effort to identify physical and hydrological conditions of the Delta;

3. Coordinate their respective policy related to the conservation of natural resources in the watershed;
4. Coordinate with other organizations, including Federal and state agencies, water users, and non-governmental organizations;
5. Undertake research on biologic conditions of the region and joint studies on transboundary species with emphasis on endangered and threatened species;
6. Develop and exchange compatible information systems to assist policy makers, local land managers, and the public in general in making informed stewardship decisions;
7. Develop strategies of environmental sustainability; and
8. Formulate programs for public participation and environmental and natural resources management training.

Implementation of this Joint Declaration shall be consistent with all applicable provisions of treaty, compacts and law of both Parties governing the waters of the Colorado River.

Signed in Washington, D.C., in duplicate, this eighteenth day of May 2000 in English and Spanish languages.

**FOR THE DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA**

A handwritten signature in black ink, appearing to read "Bruce Babbitt".

**FOR THE SECRETARIAT OF
ENVIRONMENT, NATURAL RESOURCES
AND FISHERIES OF THE UNITED MEXICAN
STATES**

A handwritten signature in black ink, appearing to read "Patricia Cárdenas".

DUPLICATE ORIGINAL

**INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO**

**El Paso, Texas
December 12, 2000**

Minute No. 306

**CONCEPTUAL FRAMEWORK FOR
UNITED STATES - MEXICO STUDIES FOR FUTURE
RECOMMENDATIONS CONCERNING THE RIPARIAN AND
ESTUARINE ECOLOGY OF THE LIMITROPHE SECTION OF THE
COLORADO RIVER AND ITS ASSOCIATED DELTA**

The Commission met in the offices of the United States Section in El Paso, Texas, at 11:00 a.m. on December 12, 2000, to consider a conceptual framework for cooperation by the United States and Mexico through the development of studies and recommendations concerning the riparian and estuarine ecology of the Colorado River in its limitrophe section and its associated delta.

The Commissioners observed that studies are currently being performed by the Commission to improve the capacity of the Colorado River channel to convey normal and flood waters in the 24 mile (36 kilometer) limitrophe section of the Colorado River under the authority of Article 13 of the United States - Mexico Treaty for "Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande," signed February 3, 1944. Studies are also currently being performed by the Commission on the preservation of the channel of the Colorado River in its limitrophe section under the terms of Article IV of the United States - Mexico Treaty to Resolve Pending Boundary Differences and Maintain the Rio Grande and the Colorado River as the International Boundary, signed November 23, 1970.

The Commissioners referred to the Commission's binational technical task force (hereinafter binational technical task force) that was established to facilitate studies concerning the Colorado River delta in Mexico, as well as water flows to the Santa Clara Slough which are discharged to Mexico under IBWC Minute No. 242, entitled "Permanent and Definitive Solution to the International Problem of Salinity of the Colorado River," signed August 30, 1973. They made note of the United States - Mexico consultations concerning the proposed United States modification of its domestic surplus water guidelines, currently being conducted under the auspices of the Commission.

The Commissioners noted that each country has laws and regulations concerning the preservation of riparian and estuarine system habitat that are executed by authorities that are provided such responsibility in their respective country. The Commissioners recognized that collaboration is growing between those authorities as well as between scientific, academic and non-government organizations in the two countries which have an interest in preserving the Colorado River delta ecology. They observed that some studies conducted by these groups have provided some definition

DUPLICATE ORIGINAL

**INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO**

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of the ecology affected by decreases in Colorado River flows in this reach and potential impacts to the habitat of fish, marine and wildlife species of concern to each country. The Commissioners observed that some entities in their respective countries may seek water and seek to ensure its use for ecological purposes in the Colorado River's limitrophe section and the Colorado River delta.

The Commissioners recognized that there was a need for the United States and Mexico to create a framework to formalize a process that will: 1) consider Colorado River delta restoration studies prepared by government, scientific, academic and non-government organizations in the two countries; 2) provide for development of additional studies through the binational technical task force; and 3) formulate recommendations for cooperative projects concerning the Colorado River delta in Mexico to be undertaken by the United States and Mexico based on the principle of an equitable distribution of resources. The Commissioners also recognized that there is a need to support the binational technical task force with a forum for the exchange of information and advice among government and non-government organizations with an interest in the affected areas.

Based on the above, the Commissioners submit the following recommendation for the approval of the two Governments:

1. That in recognition of their respective governments' interest in the preservation of the riparian and estuarine ecology of the Colorado River in its limitrophe section and its associated delta, the Commission shall establish a framework for cooperation by the United States and Mexico through the development of joint studies that include possible approaches to ensure use of water for ecological purposes in this reach and formulation of recommendations for cooperative projects, based on the principle of an equitable distribution of resources. The Commission may elicit the support and technical advice of the competent agencies of each Government.
2. That the Commission, through the binational technical task force, shall examine the effect of flows on the existing riparian and estuarine ecology of the Colorado River from its limitrophe section to its delta with a focus on defining the habitat needs of fish, and marine and wildlife species of concern to each country.
3. That the Commission shall support the binational technical task force by establishing a forum for the exchange of information and advice among government and non-government organizations with an interest in the affected area.

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INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO

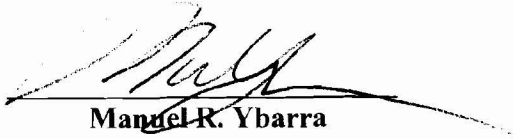
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4. That all activities undertaken pursuant to the provisions of this Minute shall be subject to the availability of funds, resources, and corresponding personnel as well as to applicable laws and standards in each country.
5. That this Minute shall enter into force upon notification of approval by the Government of the United States and the Government of the United Mexican States through the respective Sections of the Commission.

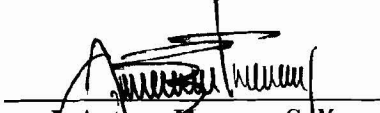
The meeting was adjourned.



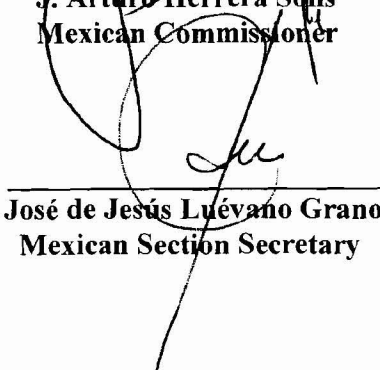
John M. Bernal
United States Commissioner



Manuel R. Ybarra
United States Section Secretary



J. Arturo Herrera Solís
Mexican Commissioner



José de Jesús Luévano Grano
Mexican Section Secretary

DUPLICATE ORIGINAL

**COMISION INTERNACIONAL DE LIMITES Y AGUAS
ENTRE MEXICO Y LOS ESTADOS UNIDOS**

El Paso, Texas, 12 de diciembre de 2000.

Acta 306

**MARCO CONCEPTUAL ENTRE MÉXICO Y ESTADOS UNIDOS
PARA EL DESARROLLO DE ESTUDIOS QUE PERMITAN EMITIR
RECOMENDACIONES RESPECTO A LA ECOLOGÍA RIBEREÑA Y
DEL ESTUARIO DEL TRAMO LÍMITROFE DEL RÍO COLORADO Y
SU DELTA.**

La Comisión se reunió en las oficinas de la Sección Estadounidense, en El Paso, Texas, a las 11:00 h del 12 de diciembre de 2000, para considerar un marco conceptual de cooperación entre México y Estados Unidos, para el desarrollo de estudios y recomendaciones respecto a la ecología ribereña y del estuario del Río Colorado en su tramo limítrofe y su delta correspondiente.

Los Comisionados observaron, que actualmente la Comisión está llevando a cabo estudios para mejorar la capacidad de conducción del cauce normal y de avenidas del Río Colorado, en su segmento internacional de 36 km (24 millas), de conformidad con las estipulaciones del Artículo 13 del "Tratado sobre distribución de Aguas Internacionales entre los Estados Unidos Mexicanos y los Estados Unidos de América", firmado el 3 de febrero de 1944. Estos estudios que están siendo actualmente llevados a cabo por la Comisión, también tienen la finalidad de preservar el cauce del Río Colorado como límite internacional de conformidad con el Artículo IV del "Tratado para resolver las diferencias fronterizas pendientes y para mantener a los Ríos Bravo y Colorado como la frontera internacional entre los Estados Unidos Mexicanos y los Estados Unidos de América", firmado el 23 de Noviembre de 1970.

Adicionalmente, los Comisionados se refirieron al Grupo Técnico Binacional (en lo sucesivo Grupo Técnico Binacional) constituido por la Comisión para llevar a cabo estudios relativos al delta del Río Colorado en México y a las aguas que escurren al Estero de Santa Clara las cuales son descargadas en este país de conformidad con el Acta 242 de la CILA, intitulada "Solución permanente y definitiva del problema internacional de la salinidad del Río Colorado", firmada el 30 de agosto de 1973. Asimismo, tomaron nota de las consultas entre México y los Estados Unidos con relación a la propuesta estadounidense de modificar sus procedimientos para el uso doméstico de sus excedentes de agua, las cuales están siendo llevadas a cabo actualmente bajo los auspicios de la Comisión.

DUPLICATE ORIGINAL

COMISION INTERNACIONAL DE LIMITES Y AGUAS
ENTRE MEXICO Y LOS ESTADOS UNIDOS

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Los Comisionados observaron que cada país tiene sus propias leyes y reglamentos con relación a la preservación del hábitat ribereño y del estuario, mismos que están bajo la jurisdicción de autoridades a las cuales se les ha conferido dicha responsabilidad en su respectivo país. Los Comisionados reconocieron que existe una creciente cooperación entre dichas autoridades de ambos países, así como entre la comunidad científica, académica y organizaciones no gubernamentales en los dos países, que tienen un interés en la preservación de la ecología del delta del Río Colorado. Observaron que algunos de los estudios llevados a cabo por estos grupos han proporcionado cierta definición de la ecología afectada por la disminución de los escurrimientos del Río Colorado en este tramo y los potenciales impactos a diversas especies que son de preocupación para cada país en los hábitats de vida silvestre tanto marina como terrestre. Los Comisionados observaron, que algunas dependencias en su respectivo país podrán buscar volúmenes de agua y asegurar su uso para propósitos ambientales en el tramo limítrofe del Río Colorado y su delta correspondiente.

Los Comisionados reconocieron que existe una necesidad tanto en México como en Estados Unidos de crear un marco de trabajo para formalizar un proceso por medio del cual se: 1) consideren los estudios de restauración del delta del Río Colorado preparados por los gobiernos, el área científica, académica y las organizaciones no gubernamentales en los dos países, 2) provea el desarrollo de estudios adicionales a través del Grupo Técnico Binacional y 3) formulen recomendaciones sobre proyectos de cooperación relativos al delta del Río Colorado en México, que sean llevados a cabo por los gobiernos de México y Estados Unidos y que se basen sobre el principio de una equitativa distribución de los recursos. Los Comisionados también reconocieron que existe la necesidad de apoyar al actual Grupo Técnico Binacional, mediante un foro para el intercambio de información y asesoría proveniente de las diversas organizaciones gubernamentales y no gubernamentales con interés en las áreas afectadas.

Basados en lo anterior, los Comisionados someten las siguientes recomendaciones para su aprobación por los dos gobiernos:

1. Que en reconocimiento del interés de sus respectivos gobiernos en la preservación de la ecología ribereña y del estuario del Río Colorado en su tramo limítrofe y su delta, la Comisión deberá establecer un marco de trabajo para la cooperación entre México y los Estados Unidos a través del

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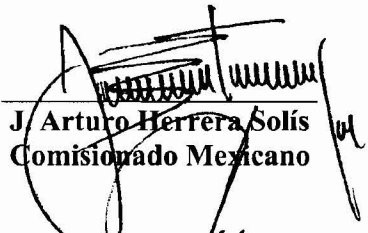
**COMISION INTERNACIONAL DE LIMITES Y AGUAS
ENTRE MEXICO Y LOS ESTADOS UNIDOS**

- 3 -

desarrollo de estudios conjuntos y la formulación de recomendaciones para proyectos de cooperación, incluyendo posibles enfoques que aseguren el uso de agua para propósitos ambientales en este tramo con base en el principio de una distribución equitativa de los recursos. La Comisión podrá obtener el apoyo y asesoría técnica de las dependencias competentes de cada Gobierno.

2. Que la Comisión, a través del Grupo Técnico Binacional, examine los efectos de los escurrimientos en la actual ecología ribereña y del estuario del Río Colorado desde su tramo limítrofe hasta el delta del mismo, con un enfoque en la definición de las necesidades de las diversas especies que son de preocupación para cada país en los hábitats de vida silvestre tanto marina como terrestre.
3. Que la Comisión apoye al Grupo Técnico Binacional, mediante un foro para el intercambio de información y asesoría entre las diversas organizaciones gubernamentales y no gubernamentales con interés en la zona afectada.
4. Que todas las actividades llevadas a cabo en seguimiento de lo estipulado en esta Acta, estarán sujetas a la disponibilidad de los fondos, recursos y personal correspondiente, así como a las leyes y normatividad aplicables a cada país.
5. Que esta Acta deberá entrar en vigor cuando el Gobierno de los Estados Unidos Mexicanos y el Gobierno de los Estados Unidos de América hayan notificado su aprobación a la misma a través de la correspondiente Sección de la Comisión.

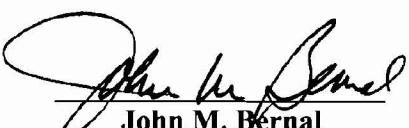
Se levantó la sesión.



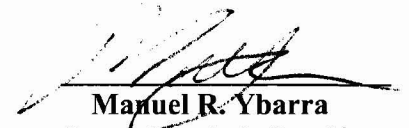
J. Arturo Herrera Solís
Comisionado Mexicano



José de Jesús Luévano Grano
Secretario de la Sección mexicana



John M. Bernal
Comisionado Estadounidense



Manuel R. Ybarra
Secretario de la Sección
estadounidense

MOU IBM 01-20

DUPLICATE ORIGINAL

MEMORANDUM OF UNDERSTANDING

Between

INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO
UNITED STATES SECTION

and

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
LOWER COLORADO REGION, YUMA AREA OFFICE

FOR THE PURPOSE OF COMITY WITH MEXICO AND ACHIEVING INTERNATIONAL COORDINATION AND SHARING IN THE CONSTRUCTION, MODIFICATION, OPERATION, AND MAINTENANCE OF A FLOW CONTROL SYSTEM CONSISTING OF A BIFURCATION STRUCTURE, LOGIC CONTROLLERS FOR PUMPS, A VARIABLE SPEED MOTOR CONTROLLER, AND A BYPASS CHANNEL FROM THE BOUNDARY PUMPING PLANT TO THE U.S. BYPASS DRAIN IN ORDER TO REDUCE THE SALINITY AND VARIABILITY OF FLOWS DELIVERED AT THE SOUTHERLY INTERNATIONAL BOUNDARY TO MEXICO

This Memorandum of Understanding (MOU) is made by and between the United States Section, International Boundary and Water Commission, hereinafter referred to as USIBWC and represented by the Contracting Officer of El Paso, Texas; and the United States Department of the Interior, Bureau of Reclamation, Lower Colorado Region, hereinafter referred to as Reclamation and represented by the Yuma Area Office, Area Manager of Yuma, Arizona; both of which are collectively referred to as Parties.

WITNESS HERETO:

WHEREAS, it is recognized the United States is meeting the provisions of Minute 242 regarding salinity of flows delivered to Mexico at the Southerly International Boundary (SIB); and

WHEREAS, the average monthly salinity of the water delivered at the SIB fluctuates between 1200 and 1500 parts per million (ppm) with salinity peaks of up to 1800 ppm when pumps are turned on and off at the Boundary Pumping Plant (BPP); and

WHEREAS, the United States wants, as a matter of comity, to cooperate with Mexico to decrease the salinity levels and lessen the variability in flows delivered to SIB and specifically concentrate effort to reduce the salinity during the four months of September, October, November, and January, or as identified by Mexico each year, to approximately 1200 ppm; and

WHEREAS, the Parties are authorized to enter into this MOU under the Economy Act, 31 U.S.C. 1535;

NOW, THEREFORE, the USIBWC and Reclamation hereto agree as follows:

ARTICLE I - RECLAMATION SERVICES

The following services will be performed by Reclamation, or Reclamation's contractor:

- A. Make necessary modifications at the BPP in the Yuma Valley for installation of a variable speed motor controller and logic controllers for four pumps in Fiscal Year (FY) 2002, subject to availability of Reclamation funding.
- B. Design, procure and install the variable speed motor controller and the logic controllers at the BPP in FY2001 and FY2002, subject to availability of Reclamation funding.
- C. Design and construct a bifurcation structure with three sluice gates and diversion channel of 110 cubic feet per second capacity from the BPP to the U.S. Bypass Drain in FY2001 and FY2002, subject to availability of Reclamation funding.
- D. Obtain any permits and/or environmental clearances that may be required for the installation of the variable speed motor controller and logic controllers at the BPP and for the construction of a bifurcation structure and diversion channel from the BPP to the U.S. Bypass Drain.
- E. During the four most critical months of the year for agriculture, as identified by Mexico in annual consultations with Reclamation, divert a portion of the Yuma Valley drainage flows to the U.S. Bypass Drain. The required deliveries to the SIB will be made up of the remaining Yuma Valley drainage flows blended with less saline groundwater pumped from the 242 well field and less saline flows from the East and West Main Canal Wasteways. The goal is to maintain salinity of flows delivered to Mexico at the SIB at approximately 1200 ppm during the four most critical months as identified by Mexico. The amount of water diverted to the U. S. Bypass Drain for salinity control purposes shall not exceed 8,000 acre-feet annually.
- F. Perform the operation and maintenance (O&M) functions for the variable speed motor controller, logic controllers, bifurcation structure and the diversion channel or contract out said functions with a third party such as the Yuma County Water User's Association, who currently performs the O&M for the Yuma Valley facilities.
- G. Procure, install, maintain, calibrate, and replace as needed the salinity and flow monitoring equipment at SIB.

ARTICLE II - USIBWC SERVICES

The following services will be performed by the USIBWC:

- A. Provide annual funding, as described under Article IV below, for the O&M services (including capital expenditures) of the variable speed motor controller and logic controllers

at the BPP, the bifurcation structure and diversion channel from the BPP to the U.S. Bypass Drain after construction.

“Capital expenditures” for purposes of this MOU are defined as non-routine expenditures for the purchase of new equipment and major repairs to existing equipment. Reclamation shall not have authority pursuant to this MOU to bind the USIBWC to repayment of any major capital expenditures for replacements or improvements (including expansions) to the facilities described herein without prior approval by the USIBWC.

- B. Daily monitoring and reporting on flow and salinity at SIB, including maximum, minimum, and average flows and salinity occurring at SIB during the day.

ARTICLE III - MAINTENANCE AND REPLACEMENT PROGRAM

Upon the installation and testing of the variable speed motor controller and logic controllers at the BPP and construction of the bifurcation structure and diversion channel from the BPP to the U.S. Bypass Drain, the USIBWC and Reclamation will develop a periodic maintenance and replacement program that will be performed on the variable speed motor controller, logic controllers, bifurcation structure, and diversion channel. Such program shall include: a) preventive maintenance program for the variable speed motor controller and logic controllers with replacement of said components as needed; b) preventive maintenance and other maintenance of the bifurcation structure and diversion channel, such as sediment removal to maintain design capability, and replacement of portions of said facilities on an as needed basis; and c) a corresponding work and inspection schedule to be performed by personnel designated by the Parties identified in Article VII.

Maintenance performed by Reclamation or its contractor shall be consistent with that performed by other agencies on similar facilities and shall be such that the facilities remain operational and in good order.

ARTICLE IV - PAYMENTS AND PERFORMANCE

Payments and performance for the O&M services and capital expenditures performed by Reclamation and/or a third party will be made as follows by the USIBWC:

- A. By April 1 of each year, Reclamation will provide the USIBWC with a projected budget for the upcoming operating year (which shall be the same as the Federal Fiscal Year - Oct 1 thru Sept 30) and for the next two (2)-year funding cycle, which shall be used by the USIBWC for fiscal planning purposes. The USIBWC may provide comments, information, or other input regarding the projected budget at any time. Reclamation may amend the budget as needed during the year, provided, however, that said amendment will be submitted to the USIBWC for review and comment. The USIBWC shall have fourteen (14) days to comment on or concur with the amendment.
- B. Reclamation will submit annual detailed invoices to the USIBWC showing expenditures incurred in the O&M of the facilities at the SIB (including capital expenditures) for the

previous operating year by November 1 of each year. These invoices will include a listing of the direct costs (labor, materials, supplies, etc.) and the quantities and unit rates for each. Where maintenance activities have been performed, Reclamation shall submit a description of the work performed, the reason for performing the work, the cost of the work, and, when feasible, photographs of the area before and after the work has been performed.

- C. Payments to Reclamation by the USIBWC will be made for all verified costs, services, and expenses, within thirty (30) days of the date of the invoice. These amounts shall be based on the budget as concurred with by the USIBWC as described in Subparagraph IV.A above. The USIBWC payments to Reclamation shall be made via the Online Payment and Collection System.
- D. Approximately sixty (60) days prior to completion of installation and/or construction of the aforementioned facilities at the SIB, Reclamation shall furnish the USIBWC a projected budget of the O&M for the facilities for the remainder of the operating year. After review and approval, the USIBWC shall provide payment to Reclamation in accordance with Subparagraph IV.B above.

ARTICLE V - DURATION

This MOU shall be effective for a period of twenty-five (25) years from the date of execution and may be extended for another period of 25 years if both Parties mutually agree to do so. Nothing in this MOU shall prevent the Parties from renegotiating its terms to provide for a reallocation of duties between the Parties; however, until such renegotiation has been agreed to, pursuant to the terms of Article VI herein, this MOU will remain in full force and effect.

ARTICLE VI - AMENDMENTS

This MOU may be modified at any time by written agreement of both Parties. Either party may request a review of the contents of this MOU, at any time, to provide recommendations for amendments.

ARTICLE VII - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between both Parties, the USIBWC assigns the Chief of its Yuma Field Office or his/her designated representative, and Reclamation assigns the Chief of the Operations Division or his/her designated representative, as the points of contact on all matters related to this MOU.

ARTICLE VIII - RESOLUTION OF DISAGREEMENTS

Any dispute arising under this MOU, which is not disposed of by agreement of the Parties, shall be submitted jointly to the signatories of this MOU. A joint decision of the signatories or their designees shall be the disposition of such dispute.

If the signatories are unable to jointly resolve a dispute within a reasonable period of time after submission of the dispute for resolution, the matter shall be submitted to Reclamation's Lower Colorado Region Headquarters and the USIBWC's Headquarters (or their appointed designees) for resolution.

Pending the resolution of any dispute or claim pursuant to this article, the Parties agree that performance of all obligations contained in this MOU shall be diligently pursued.


ARTICLE IX - SPECIAL PROVISION

The design, procurement and installation of the variable speed motor controller and logic controllers at the BPP and the design and construction of the bifurcation structure and diversion channel from the BPP to the U.S. Bypass Drain is contingent upon appropriation or allotment of funds, and obtaining all necessary permits, clearances, and/or agreements, as may be required. No liability shall accrue to Reclamation in case funds are not appropriated or allotted, or permits, clearances, or agreements cannot be obtained.

IN WITNESS WHEREOF, the Parties hereto execute this instrument to be effective when signed by both Parties.

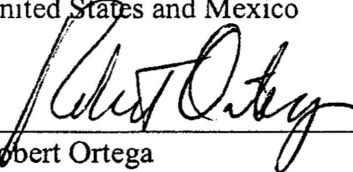
FOR THE USIBWC

Date: 10/4/2001



Arthur G. Tuttlebee, Jr.
Contracting Officer
United States Section
International Boundary and Water Commission
United States and Mexico

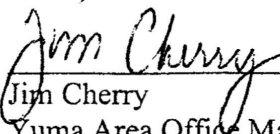
Date: 10-3-01



Robert Ortega
Executive Engineer
United States Section
International Boundary and Water Commission
United States and Mexico

FOR RECLAMATION

Date: 11/20/01



Jim Cherry
Yuma Area Office Manager
Lower Colorado Region
United States Bureau of Reclamation

U.S. Department of the Interior



NEWS

U.S. Department of the Interior

Office of the Secretary
FOR IMMEDIATE RELEASE
August 13, 2007

Secretary Kempthorne Announces Joint U.S.-Mexico Statement on Lower Colorado River Issues

WASHINGTON -- Secretary of the Interior Dirk Kempthorne announced today that the Government of Mexico and the Government of the United States have renewed their commitment to cooperate and collaborate on issues related to the Colorado River. The announcement follows a recent meeting between Secretary Kempthorne and Ambassador Arturo Sarukhan of Mexico.

"The issues facing the Colorado River basin are complex, and increasing our dialogue with Mexico will make the path to resolving them much easier," Kempthorne said. "The United States is pleased to collaborate with Mexico as both nations face some formidable challenges in the future and move toward a new era of cooperation on the Colorado River."

The U.S.-Mexico Joint Statement is attached.

— DOI —

U.S. Department of the Interior



NEWS

U.S. Department of the Interior

U.S. and Mexico Agree to Discuss Joint Cooperative Actions Related to the Colorado River

As a result of high-level bilateral consultations, U.S. and Mexican federal authorities have agreed to discuss a number of issues of mutual concern to both nations related to the Colorado River.

The Department of the Interior, through the Bureau of Reclamation, is responsible for the domestic management of the Colorado River, the waters of which are shared by seven U.S. basin states and Mexico. Mexico's Colorado River allocation is governed by the 1944 Treaty Relating to the Utilization of the Waters of the Colorado and Tijuana Rivers and of the Rio Grande, which is administered by the International Boundary and Water Commission (IBWC).

The U.S. and Mexican authorities have agreed that cooperative, innovative and holistic measures should be considered to ensure that the Colorado River is able to continue to meet environmental, agricultural and urban demands of both nations.

The Mexican authorities stressed the importance of ensuring that the needs of all stakeholders in the lower portion of the Colorado River are understood and considered by leaders of both nations.

The U.S. authorities acknowledged the growing national and international focus on the Colorado River as a result of the ongoing historic drought in the basin. The U.S. authorities also noted recent innovative agreements among the seven U.S. states that rely on the Colorado River.

The authorities from both nations expressed their interest in order to reinforce bilateral cooperation regarding issues related to the lower portion of the Colorado River; acknowledged areas of concern regarding water conservation actions, while highlighting emerging innovative and comprehensive concepts that could be used to benefit water users in both the U.S. and Mexico.

In that regard, authorities from both nations agreed that the IBWC, a treaty-based bilateral organization with over a century of successful collaboration, should be utilized to expedite discussions in coming weeks to further Colorado River cooperation. Among the issues expected to be addressed are:

- continued needs of both nations for water for urban, agricultural and environmental purposes, the study of the hydrological system and potential impacts of climate change, including the effects of the ongoing historic Colorado River drought;
- environmental priorities, including Colorado River Delta habitat protection and enhancement;
- opportunities for water conservation, storage and supply augmentation, such as seawater desalination and reuse; strategies aimed to ease variations in the Colorado River system;
- potential opportunities for more efficient Colorado River water deliveries to Mexico.

— DOI —

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation

BOULDER CANYON PROJECT
Arizona-California-Nevada

CONTRACT FOR DELIVERY OF WATER

THIS CONTRACT made this 9th day of February, 1944, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplemental thereto, all of which acts are commonly known and referred to as the Reclamation Law, and particularly pursuant to the Act of Congress approved December 21, 1928 (45 Stat. 1057), designated the Boulder Canyon Project Act, and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter referred to as "United States," acting for this purpose by Harold L. Ickes, Secretary of the Interior, hereinafter referred to as the "Secretary," and the STATE OF ARIZONA, hereinafter referred to as "Arizona," acting for this purpose by the Colorado River Commission of Arizona, pursuant to Chapter 46 of the 1939 Session Laws of Arizona,

WITNESSETH THAT:

EXPLANATORY RECITALS

2. WHEREAS, for the purpose of controlling floods, improving navigation, regulating the flow of the Colorado River,

providing for storage and for the delivery of stored waters for the reclamation of public lands and other beneficial uses exclusively within the United States, the Secretary acting under and in pursuance of the provisions of the Colorado River Compact and Boulder Canyon Project Act, and acts amendatory thereof or supplementary thereto, has constructed and is now operating and maintaining in the main stream of the Colorado River at Black Canyon that certain structure known as and designated Boulder Dam and incidental works, creating thereby a reservoir designated Lake Mead of a capacity of about thirty-two million (32,000,000) acre-feet, and

3. WHEREAS, said Boulder Canyon Project Act provides that the Secretary under such general rules and regulations, as he may prescribe, may contract for the storage of water in the reservoir created by Boulder Dam, and for the delivery of such water at such points on the river as may be agreed upon, for irrigation and domestic uses, and provides further that no person shall have or be entitled to have the use for any purpose of the water stored, as aforesaid, except by contract made as stated in said Act, and

4. WHEREAS, it is the desire of the parties to this contract to contract for the storage of water and the delivery thereof for irrigation of lands and domestic uses within Arizona, and

5. WHEREAS, nothing in this contract shall be construed as affecting the obligations of the United States to Indian tribes,

6. NOW, THEREFORE, in consideration of the mutual covenants

herein contained, the parties hereto agree as follows, to wit:

DELIVERY OF WATER

7. (a) Subject to the availability thereof for use in Arizona under the provisions of the Colorado River Compact and the Boulder Canyon Project Act, the United States shall deliver and Arizona, or agencies or water users therein, will accept under this contract each calendar year from storage in Lake Mead, at a point or points of diversion on the Colorado River approved by the Secretary, so much water as may be necessary for the beneficial consumptive use for irrigation and domestic uses in Arizona of a maximum of 2,800,000 acre-feet.

(b) The United States also shall deliver from storage in Lake Mead for use in Arizona, at a point or points of diversion on the Colorado River approved by the Secretary, for the uses set forth in subdivision (a) of this Article, one-half of any excess or surplus waters unapportioned by the Colorado River Compact to the extent such water is available for use in Arizona under said compact and said act, less such excess or surplus water unapportioned by said compact as may be used in Nevada, New Mexico, and Utah in accordance with the rights of said states as stated in subdivisions (f) and (g) of this Article.

(c) This contract is subject to the condition that Boulder Dam and Lake Mead shall be used: First, for river regulation, improvement of navigation, and flood control; second, for irrigation and domestic uses and satisfaction of perfected rights in pursuance of Article VIII of the Colorado River Compact; and third, for power. This contract is made upon the express condition and with the express covenant that the United States and Arizona, and agencies and water users therein, shall observe and be subject to and controlled by said Colorado River Compact and the Boulder Canyon Project Act in the construction, management, and operation of Boulder Dam, Lake Mead, canals and other works, and the storage, diversion, delivery and use of water for the generation of power, irrigation and other uses.

(d) The obligation to deliver water at or below Boulder Dam shall be diminished to the extent that consumptive uses now or hereafter existing in Arizona above Lake Mead diminish the flow into Lake Mead, and such obligation shall be subject to such reduction on account of evaporation, reservoir and river losses, as may be required to render this contract in conformity with said compact and said act.

(e) This contract is for permanent service, subject to the conditions stated in subdivision (c) of this Article, but as to the one-half of the waters of the Colorado River system unapportioned by paragraphs (a), (b), and (c) of Article III of the Colorado River Compact, such water is subject to further equitable apportionment at any time after October 1, 1963,

as provided in Article III (f) and Article III (g) of the Colorado River Compact.

(f) Arizona recognizes the right of the United States and the State of Nevada to contract for the delivery from storage in Lake Mead for annual beneficial consumptive use within Nevada for agricultural and domestic uses of 300,000 acre-feet of the water apportioned to the Lower Basin by the Colorado River Compact, and in addition thereto to make contract for like use of 1/25 (one twenty-fifth) of any excess or surplus waters available in the Lower Basin and unapportioned by the Colorado River Compact, which waters are subject to further equitable apportionment after October 1, 1963 as provided in Article III (f) and Article III (g) of the Colorado River Compact.

(g) Arizona recognizes the rights of New Mexico and Utah to equitable shares of the water apportioned by the Colorado River Compact to the Lower Basin and also water unapportioned by such compact, and nothing contained in this contract shall prejudice such rights.

(h) Arizona recognizes the right of the United States and agencies of the State of California to contract for storage and delivery of water from Lake Mead for beneficial consumptive use in California, provided that the aggregate of all such deliveries and uses in California from the Colorado River shall not exceed the limitation of such uses in that State required by the provisions of the Boulder Canyon Project Act and agreed to by the State of California by an act of its Legislature (Chapter

16, Statutes of California of 1929) upon which limitation the State of Arizona expressly relies.

(i) Nothing in this contract shall preclude the parties hereto from contracting for storage and delivery above Lake Mead of water herein contracted for, when and if authorized by law.

(j) As far as reasonable diligence will permit, the water provided for in this contract shall be delivered as ordered and as reasonably required for domestic and irrigation uses within Arizona. The United States reserves the right to discontinue or temporarily reduce the amount of water to be delivered, for the purpose of investigation and inspection, maintenance, repairs, replacements or installation of equipment or machinery at Boulder Dam, or other dams heretofore or hereafter to be constructed, but so far as feasible will give reasonable notice in advance of such temporary discontinuance or reduction.

(k) The United States, its officers, agents and employees shall not be liable for damages when for any reason whatsoever suspensions or reductions in the delivery of water occur.

(l) Deliveries of water hereunder shall be made for use within Arizona to such individuals, irrigation districts, corporations or political subdivisions therein of Arizona as may contract therefor with the Secretary, and as may qualify under the Reclamation Law or other federal statutes or to lands of

the United States within Arizona. All consumptive uses of water by users in Arizona, of water diverted from Lake Mead or from the main stream of the Colorado River below Boulder Dam, whether made under this contract or not, shall be deemed, when made, a discharge pro tanto of the obligation of this contract. Present perfected rights to the beneficial use of waters of the Colorado River system are unimpaired by this contract.

(m) Rights-of-way across public lands necessary or convenient for canals to facilitate the full utilization in Arizona of the water herein agreed to be delivered will be granted by the Secretary subject to applicable federal statutes.

POINTS OF DIVERSION: MEASUREMENTS OF WATER

8. The water to be delivered under this contract shall be measured at the points of diversion, or elsewhere as the Secretary may designate (with suitable adjustment for losses between said points of diversion and measurement), by measuring and controlling devices or automatic gauges approved by the Secretary, which devices, however, shall be furnished, installed, and maintained by Arizona, or the users of water therein in manner satisfactory to the Secretary; said measuring and controlling devices or automatic gauges shall be subject to the inspection of the United States, whose authorized representatives may at all times have access to them, and any deficiencies found shall be promptly corrected by the users thereof. The United States shall be under obligation to deliver

water only at diversion points where measuring and controlling devices or automatic gauges are maintained, in accordance with this contract, but in the event diversions are made at points where such devices are not maintained, the Secretary shall estimate the quantity of such diversions and his determination thereof shall be final.

CHARGES FOR STORAGE AND DELIVERY OF WATER

9. No charge shall be made for the storage or delivery of water at diversion points as herein provided necessary to supply present perfected rights in Arizona. A charge of 50¢ per acre-foot shall be made for all water actually diverted directly from Lake Mead during the Boulder Dam cost repayment period, which said charge shall be paid by the users of such water, subject to reduction by the Secretary in the amount of the charge if it is concluded by him at any time during said cost-repayment period that such charge is too high. After expiration of the cost-repayment period, charges shall be on such basis as may hereafter be prescribed by Congress. Charges for the storage or delivery of water diverted at a point or points below Boulder Dam, for users, other than those specified above, shall be as agreed upon between the Secretary and such users at the time of execution of contracts therefor, and shall be paid by such users; provided such charges shall, in no event, exceed 25¢ per acre-foot.

RESERVATIONS

10. Neither Article 7, nor any other provision of this contract, shall impair the right of Arizona

and other states and the users of water therein to maintain, prosecute or defend any action respecting, and is without prejudice to, any of the respective contentions of said states and water users as to (1) the intent, effect, meaning and interpretation of said compact and said act; (2) what part, if any, of the water used or contracted for by any of them falls within Article III (a) of the Colorado River Compact; (3) what part, if any, is within Article III (b) thereof; (4) what part, if any, is excess or surplus waters unapportioned by said Compact; and (5) what limitations on use, rights of use and relative priorities exist as to the waters of the Colorado River system; provided, however, that by these reservations there is no intent to disturb the apportionment made by Article III (a) of the Colorado River Compact between the Upper Basin and the Lower Basin.

DISPUTES AND DISAGREEMENTS

11. Whenever a controversy arises out of this contract, and if the parties hereto then agree to submit the matter to arbitration, Arizona shall name one arbitrator and the Secretary shall name one arbitrator and the two arbitrators thus chosen shall meet within ten days after their selection and shall elect one other arbitrator within fifteen days after their first meeting, but in the event of their failure to name the third arbitrator within thirty days after their first meeting, such arbitrator not so selected shall be named by the Senior Judge of the United States Circuit Court of Appeals for the

Tenth Circuit. The decision of any two of the three arbitrators thus chosen shall be a valid and binding award.

RULES AND REGULATIONS

12. The Secretary may prescribe and enforce rules and regulations governing the delivery and diversion of waters hereunder, but such rules and regulations shall be promulgated, modified, revised or extended from time to time only after notice to the State of Arizona and opportunity is given to it to be heard. Arizona agrees for itself, its agencies and water users that in the operation and maintenance of the works for diversion and use of the water to be delivered hereunder, all such rules and regulations will be fully adhered to.

AGREEMENT SUBJECT TO COLORADO RIVER COMPACT

13. This contract is made upon the express condition and with the express covenant that all rights of Arizona, its agencies and water users, to waters of the Colorado River and its tributaries; and the use of the same, shall be subject to and controlled by the Colorado River Compact signed at Santa Fe, New Mexico, November 24, 1922, pursuant to the Act of Congress approved August 19, 1921 (42 Stat. 171), as approved by the Boulder Canyon Project Act.

EFFECTIVE DATE OF CONTRACT

14. This contract shall be of no effect unless it is unconditionally ratified by an Act of the Legislature of Arizona, within three years from the date hereof, and further, unless within three years from the date hereof the Colorado River

Compact is unconditionally ratified by Arizona. When both ratifications are effective, this contract shall be effective.

INTEREST IN CONTRACT NOT TRANSFERABLE

15. No interest in or under this contract, except as provided by Article 7 (1), shall be transferable by either party without the written consent of the other

APPROPRIATION CLAUSE

16. The performance of this contract by the United States is contingent upon Congress making the necessary appropriations for expenditures for the completion and the operation and maintenance of any dams, power plants or other works necessary to the carrying out of this contract, or upon the necessary allotments being made therefor by any authorized federal agency. No liability shall accrue against the United States, its officers, agents or employees by reason of the failure of Congress to make any such appropriations or of any federal agency to make such allotments.

MEMBER OF CONGRESS CLAUSE

17. 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.

DEFINITIONS

18. Wherever terms used herein are defined in Article II of the Colorado River Compact or in Section 12 of the

Boulder Canyon Project Act, such definitions shall apply in construing this contract.

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

THE UNITED STATES OF AMERICA

By Harold L. Ickes
Secretary of the Interior

Approved this 9th
day of Feb, 1944

Livingston P. Osborn
Governor of the
State of Arizona

STATE OF ARIZONA, acting by and through
its COLORADO RIVER COMMISSION

By Henry Suhrig
Chairman

By Nellie Bush
Secretary

Final Administrative Determination of Appropriate and Equitable Shares of the Yuma Mesa
Division's
Colorado River Water Entitlement for
the North Gila Valley Unit, the South Gila Valley Unit, and the Mesa Unit
of the Gila Project in Arizona

Background.

The Gila Project was established to reclaim and irrigate lands near Yuma, Arizona. The Gila Project Act of July 30, 1947 (61 Stat. 628), referred to hereinafter as the "1947 Act", changed the Gila Project's boundaries, fixed the maximum acreage of the project, and created the Yuma Mesa Division (Division) and the Wellton-Mohawk Division. The Division is further divided into three units: the North Gila Valley Unit, the South Gila Valley Unit, and the Mesa Unit. Each unit is represented by a water contracting entity (District), specifically the North Gila Valley Irrigation District (NGVID), the Yuma Irrigation District (YID), and the Yuma Mesa Irrigation and Drainage District (YMIDD).

The 1947 Act limited the Division's irrigated acreage to approximately 40,000 acres, or the number of acres as can be adequately irrigated by the beneficial consumptive use of no more than 300,000 acre-feet of Colorado River water annually. The Yuma Mesa was authorized to irrigate 25,000 acres and the North and South Gila Valleys were authorized to irrigate a combined total of 15,000 acres.

The 1947 Act authorizes the Secretary of the Interior (Secretary) to perform such acts, to make such rules and regulations, and to include in contracts made under the authority of the Gila Project Act such provisions as the Secretary deems proper for carrying out the provisions of the act. Functions, powers, or duties conferred upon the Secretary may be performed, exercised, or discharged by the Secretary's duly authorized representatives. The Regional Director of the Lower Colorado Region of the Bureau of Reclamation has been delegated the authority and responsibility to administer the Division contracts in the Secretary's behalf.

The Ak-Chin Indian Community Water Rights Settlement Act of October 19, 1984 (Settlement Act), reduced the Division's annual consumptive-use water entitlement from 300,000 acre-feet to no more than 250,000 acre-feet. Further, the maximum amount of irrigated lands was limited to 20,000 acres within YMIDD; 10,600 acres within YID; and 6,587 acres within NGVID for a Division annual total of 37,187 acres. The Yuma Mesa irrigation service area was reduced by 5,000 irrigable acres and the North and South Gila Valley irrigation service areas were increased by a combined total of 2,187 acres. The Settlement Act also provides that additional land within YMIDD may be irrigated if there is a corresponding reduction in the irrigated acreage in NGVID and YID so that at no time are more than 37,187 acres being irrigated in the Division. This proviso is referred to hereafter as the "additional acreage provision." The Settlement Act states that water available to the Gila Project is subject to the Boulder Canyon Project Act and the Colorado River Compact.

The Colorado River water delivery contract for each District within the Division contains the following language: "Provided, however, That the quantities of water which the District shall be entitled to receive under this contract shall not, in any event, exceed *an appropriate and equitable share* of the quantities of water available for the Division, *all as determined by the Secretary*." (Emphasis added.) They also contain an article which requires the United States to pursue return flow credit determinations with respect to the Division.

Since passage of the Settlement Act and execution of the implementing agreements, difficulties have been encountered regarding administration of the jointly held Division water entitlement. Disagreements have occurred or concerns have been raised regarding water application rates on the Yuma Mesa and resultant drainage problems; inclusions of land in one of the Districts and the sale/use of water for domestic purposes; and the precise nature of YMIDD's right to irrigate additional acres and the amount of water which might be available therefor in any given year. The situation has received Congressional and Departmental attention.

NGVID and YID have requested a separation of the jointly held water entitlement. This document accommodates that request by establishing the “appropriate and equitable” quantities of water which each District shall be entitled to receive, including the quantity of water to be made available to YMIDD in conjunction with a reduction of irrigated acreage in NGVID and YID. It also addresses other problems and issues associated with administration of the Division’s Colorado River water consumptive-use entitlement.

Final Determination of Entitlement Shares.

After extensive consultation with representatives from NGVID, YID, YMIDD, and the Arizona Department of Water Resources, and pursuant to the authority contained in the Gila Project Act, as amended by the Settlement Act and consistent with the terms and conditions of the Colorado River water delivery contracts with NGVID, YID, and YMIDD, I hereby determine the appropriate and equitable shares for each District of the quantities of water available for the Division under the Division’s 250,000 acre-foot consumptive use Colorado River water entitlement, as shown below.

Each District’s share of the Division’s 250,000 acre-foot entitlement will consist of three parts: (1) a domestic-use water apportionment; (2) an irrigation-use water apportionment based on crop consumptive-use requirements; and (3) a supplemental-use water apportionment.

Domestic-Use Water Apportionment. The contract provisions of NGVID, YID, and YMIDD notwithstanding, for purposes of administering domestic water apportionments and accounting for their use, the meaning of the term “domestic use” shall be as agreed in the September 5, 1984, Agreement in Principle Between the Department of the Interior and the Yuma Mesa Irrigation and Drainage District, the Yuma Irrigation District and the North Gila Valley Irrigation District, which is as defined in the Colorado River Compact dated November 24, 1922; i.e., “domestic use” includes the use of water for household, stock, municipal, mining, milling, industrial, and

other like purposes, but excludes the generation of (hydro)electrical power. Water delivered to lands from municipal delivery or potable water systems shall be accounted for as domestic use.

NGVID, YID, and YMIDD each have separate, distinct, and quantified rights under their respective contracts to annually use Colorado River water for domestic purposes within their respective water service areas. The contracts stipulate that the Districts shall not obligate themselves to “supply or deliver” more than 2,500 acre-feet, 5,000 acre-feet, and 10,000 acre-feet, respectively, during any calendar year. In order to establish each District’s appropriate and equitable share of the Division consumptive-use entitlement, it is necessary to convert the “supply and deliver” right to a consumptive-use right. Given the impossibility of forecasting the future specific types of domestic uses of water which may occur within each District and of predicting the amount of associated return flows (determining what the future domestic consumptive use associated with the “supply and delivery” entitlements would be) and in recognition of the fact that essentially all of the “supply and delivery” entitlement of each District could be consumptively used in the future, I hereby determine the “supply and delivery” quantities stipulated in each District’s contract to be that District’s appropriate and equitable domestic-use share of the Division’s annual 250,000 acre-foot consumptive-use entitlement. The domestic-use water shares are as follows:

NGVID, not more than 2,500 acre-feet per year;

YID, not more than 5,000 acre-feet per year;

YMIDD, not more than 10,000 acre-feet per year.

Irrigation-Use Water Apportionment. The contract provisions of NGVID, YID, and YMIDD notwithstanding, for purposes of administering irrigation-use water apportionments and accounting for their use, the term “irrigation use” is defined as application of irrigation water to irrigable lands within the NGVID, YID, and YMIDD service areas from the Division’s water distribution system. As indicated above, water delivered to lands from municipal delivery or

potable water systems shall be accounted for as domestic use. NGVID, YID, and YMIDD will each have separate and distinct rights to annually consumptively use Colorado River water for irrigation use within their respective water service areas. I hereby determine the following quantities to be each District's appropriate and equitable irrigation-use water share of the Division's annual 250,000 acre-foot consumptive-use entitlement:

NGVID, not more than 29,650 acre-feet per year;

YID, not more than 47,700 acre-feet per year;

YMIDD, not more than 104,000 acre-feet per year.

These irrigation use apportionments were determined in the following manner:

For NGVID and YID, the annual per acre consumptive-use component for irrigation purposes is 4.5 acre-feet. This per acre consumptive-use component is based on those Districts' average crop evapotranspiration for 1995 and 1996, plus 1 acre-foot to provide flexibility for changes to crops with more intensive irrigation water needs. For NGVID, multiplying the 4.5 acre-feet component by the number of acres for service (6,587) equals 29,650 acre-feet per year. For YID, multiplying the 4.5 acre-feet component by the number of acres for service (10,600) equals 47,700 acre-feet per year.

For YMIDD, the annual per acre consumptive-use component for irrigation purposes is 5.2 acre-feet per acre. This per acre consumptive-use component is based on the District's average crop evapotranspiration for 1995 and 1996, plus 1 acre-foot to provide flexibility for changes to crops with more intensive irrigation water needs. Multiplying the 5.2 acre-feet component by the District's acres for service (20,000) equals 104,000 acre-feet per year.

Additional Acreage Provision. In accordance with the Settlement Act, YMIDD has a right to irrigate additional land (more than 20,000 acres) if either NGVID or YID irrigate less than their

full entitlement acreage. For each year that YMIDD requests water to irrigate additional land, the Secretary shall determine the amount of Division entitlement available therefor. The acreage to be served irrigation-use entitlement water in NGVID and YID during that year will be evaluated. If the total irrigated acreage in either of those Districts is less than their full entitlement acreage, the difference between the full entitlement acreage and the number of acres actually being irrigated will be multiplied by 4.5. The product will represent the number of acre-feet of irrigation-use entitlement water which will be available that year to YMIDD for irrigation of additional irrigable land within its service area.

Supplemental-Use Water Apportionment. Division irrigable lands located on the Yuma Mesa are composed of sandy soils with high permeability and low water holding capacity. For that reason, these lands have high irrigation water application requirements. Ordinarily, if Colorado River water is diverted for irrigation purposes and subsequently returns to the river, the diverting entity receives return flow credit and the entity's consumptive use would approximate the evapotranspiration requirements of the crop and evaporative losses associated with delivery. Each District's irrigation-use water apportionment has been established in quantities sufficient to satisfy such evapotranspiration and delivery loss water requirements. However, because of the close proximity of the Yuma Mesa lands to Mexico, much of the Colorado River water applied to those lands flows underground to Mexico with no return flow credit given or is captured in the large ground water mound that has built up over the years beneath the Yuma Mesa lands. All such annual contributions to the ground water flow to Mexico and increases in ground water storage are referred to as "Division losses/accruals to storage" and, unless pumped and returned to the Colorado River, are accounted for each year as a consumptive use of Colorado River water. Reclamation estimates that with the irrigation water application necessary to support the irrigation-use water allocations established in this determination, 51,150 acre-feet per year will typically be added to Division losses/accruals to storage.

The Division consumptive-use water entitlement is sufficient to provide for the Districts'

domestic- and irrigation-use apportionments even with the consumptive use of 51,150 acre-feet of water through Division losses/accruals to storage. However, all of the 51,150 acre-feet need not be accounted for as consumptively used during periods when Division losses/accruals to storage are determined to be less than 51,150 acre-feet per year. Such a determination could be made as a result of reductions in amounts of water applied to Yuma Mesa lands or as a result of recovery of ground water for return flow credits (see the accounting section of this document).

If the Division losses/accruals to storage are determined to be less than 51,150 acre-feet for any given period, the Districts within the Division may annually consumptively use for any beneficial purpose within their service areas, as supplemental-water use apportionment, an amount of Colorado River water equal to the difference between 51,150 acre-feet and the amount of Division losses/accruals to storage during that period. If sufficient reductions in applications of water and/or groundwater recovery for return flow credits were to occur, the entire 51,150 acre-feet would be available for use by the Districts as supplemental-use water apportionment.

To allow for equitable sharing of the benefits associated with reductions of Division losses/accruals to storage, Reclamation shall make supplemental-use water apportionment available to NGVID, YID, and YMIDD for consumptive use for any beneficial purpose within their respective service areas in the same percentage each District's Settlement Act irrigation entitlement acreage bears to the total Settlement Act irrigation entitlement acreage, i.e. for NGVID 17.7 percent, YID 28.5 percent, and YMIDD 53.8 percent. Based on those percentages, I hereby determine the following quantities to be each District's appropriate and equitable supplemental-use share of the Division's annual 250,000 acre-foot consumptive-use entitlement:

NGVID, not more than 9,053 acre-feet per year;

YID, not more than 14,578 acre-feet per year;

YMIDD, not more than 27,519 acre-feet per year.

Each year the Secretary shall distribute the estimated amount of Division losses/accruals to storage for that year among the Districts in the Division on the same percentage basis established above. The amount of Division losses/accruals to storage distributed to each District shall then be reduced by the amount of water to be recovered for return flow credit by or for the District pursuant to any approved water recovery plans in place for the year. The resulting amount shall be subtracted from that District's supplemental-use water apportionment to determine the amount of supplemental-use water available to the District for that year. If the water made available to a District pursuant to its supplemental-use water apportionment is used for domestic or irrigation purposes, such use shall not be construed as to increase its domestic-use or irrigation-use water apportionments.

Summary of Each District's Water Entitlement. Each District is entitled to a domestic-use water apportionment, an irrigation-use water apportionment, and a supplemental-use water apportionment for use within its respective service area in the amounts show in Table I.

Table I

Summary of the Yuma Mesa Division Districts' Shares of the Division Water Entitlement

Entity	Domestic (acre-feet)	Irrigation (acre-feet)	Supp. (acre-feet)	Total (acre-feet)
NGVID	2,500	29,650	9,053	41,203
YID	5,000	47,700	14,578	67,278
YMIDD	10,000	104,000	27,519	141,519
Combined Division Districts	17,500	181,350	51,150	250,000

Change of Domestic-Use Water Apportionments. Approval by the Secretary of any request for an increase in the amount of a District's domestic-use water apportionment shall be in conformance with the provisions of the Settlement Act and will be contingent upon, among other

things, elimination of, or full compensation for, any impacts on the other Districts within the Division.

Use of Water Apportionments by Another District Within the Division. Subject to section 2(g)(2) of the Settlement Act, during any year in which a District does not order its full share of the Division water entitlement, the unused portion may be utilized without compensation by other Districts within the Division. Use of another District's unused share will neither establish a continuing right to the water nor modify any water apportionment.

Use of Water in Excess of a District's Share of the Division Entitlement. Any use of Colorado River water by a District in excess of its share of the Division entitlement which results in an overrun of the Division entitlement must be "repaid" in accordance with Secretarial policy or regulations applicable to Colorado River water entitlement holders at the time the overrun occurs.

Colorado River Water Recovery Plans. Before initiating recovery of Colorado River water for return flow credit to offset Division losses/accruals to storage, the recovering entities must obtain Secretarial approval of their water recovery plans. Water recovery plans must include: (1) the location(s) where recovery will occur; (2) detailed information regarding the method(s) of water recovery and delivery to the Colorado River system for return flow credit; (3) design capacity of the facilities and a satisfactory water measurement plan; and (4) sufficient data to support a determination that the water to be pumped will be water that would otherwise be Division losses/accruals to storage. Additional information may be requested to facilitate the review and approval process. The amount of recovery water which may be returned to the Colorado River system for delivery at the southerly international boundary with Mexico may be limited due to treaty obligations and/or available capacity of facilities.

Accounting. For accounting purposes, the Secretary shall determine the annual consumptive use

of Colorado River allocable to each District within the Division by subtracting from annual diversions of Colorado River water for use within the service areas of the Districts within the Division annual returns to the river allocable to each District. Division losses/accruals to storage of 51,150 acre-feet or less per year shall be accounted for as consumptive use of the Districts' supplemental-use water apportionments as described above. Division losses/accruals to storage in excess of 51,150 acre-feet per year will be accounted for as consumptive use of YMIDD's irrigation-use apportionment.

Reclamation will calculate Colorado River return flow credits in the following manner, subject to other agreements with respect to return flow credits, in order to determine and account for the Division's and each District's annual consumptive use. The Secretary may use remotely sensed data and computer models of the aquifer in the Yuma area to assist in the determination of return flows, return flow credits, and annual consumptive use.

Reclamation will calculate return flow credits for water diverted under the Division's 250,000 acre-foot per year consumptive-use entitlement by determining two components of return flow. The first component is natural drainage back to the Colorado River system through surface drains or through wells installed for drainage purposes. The second component is percolating ground water which does not naturally return to the Colorado River system (Division losses /accruals to storage) but which, if pumped and returned to the river, will support the development of return flow credits.

For natural drainage back to the river, Reclamation will credit each District with the amount of natural return flow attributable to each District's use of its share of the Division's entitlement. For percolating ground water, Reclamation will first estimate the amount of acre-feet per year of Colorado River water diverted by the Division and applied to irrigation uses which will become Division losses/accruals to storage. Reclamation will account for this water by prorating it among the Districts, based on the percentages shown above, as a consumptive use of

supplemental-use water apportionment, unless it is pumped and returned to the Colorado River system.

Reclamation presently estimates the annual quantity of Division losses/accruals to storage to be 51,150 acre-feet per year. Reclamation will review and adjust the quantity estimated as the Division annual losses/accruals to storage, as necessary, at 5-year intervals unless an earlier review is requested by any District within the Division or by the Arizona Department of Water Resources.

For any period in which there are annual losses/accruals to storage, such water, to the extent pumped and returned to the Colorado River system, shall be available to the Districts as return flow credits to be used in the annual consumptive use determinations for NGVID, YID, and YMIDD. Each District will receive return flow credits to the extent water is pumped, as provided below, by or for each District for that purpose.

Subject to Reclamation's approval of a Colorado River water recovery plan, NGVID, YID, and YMIDD shall each be entitled to pump and return to the Colorado River system for return flow credits, their proportionate share of the 51,150 acre-feet, or lesser amount if it is determined that Division losses/accruals to storage during a specified period are less than 51,150 acre-feet per year. Each District may pump water for return flow credits in an amount based on the percentages specified above multiplied by the amount of Division losses/accruals to storage determined for each specified period. Water made available to each District through return flow credits may be used as supplemental-use water apportionment within that District for any beneficial purpose. In addition, during years when Division losses/accruals to storage exceed 51,150 acre-feet, YMIDD may also, pursuant to an approved water recovery plan, pump up to the amount of water by which the Division losses/accruals exceed 51,150 acre-feet for irrigation-use water apportionment return flow credits.

Subject to approval of an individual Colorado River water recovery plan and a written agreement with Reclamation, a District within the Division may either construct, or arrange for others to construct, facilities to pump ground water for return flow credit purposes up to that District's proportionate share of Division losses/accruals to storage or make arrangements to use Reclamation facilities for such recovery. The use of Reclamation facilities will be subject to the availability of capacity in (1) drainage wells and other facilities owned by Reclamation, (2) Reclamation facilities known as the Minute 242 well field north of the United States border with Mexico, or (3) any future Reclamation facilities that are similar to (1) or (2). The use of such Federal facilities shall also be subject to any limitations or restrictions considered necessary by the Secretary in order for the United States to comply with its treaty obligations to Mexico. The costs associated with the use of those facilities for such purposes shall be paid in advance to Reclamation by the District.

I hereby determine that assigning the Districts' return flow credits for pumped water which would have otherwise been Division losses/accruals to storage in amounts not to exceed that period's estimated quantity of Division losses/accrual to storage is appropriate and equitable in light of the shared nature of the Division's entitlement to 250,000 acre-foot of consumptive use.

In summary, Reclamation will account for Colorado River water applied to Division lands in the following manner. Reclamation will note each District's annual diversion of Colorado River water. Reclamation will provide annual return flow credits for each District which reflect (1) the quantity of water returned to the Colorado River system from that District through natural drainage, (2) the quantity of ground water pumped and returned to the Colorado River system by or on behalf of that District, in amounts not to exceed that District's proportionate share of the Division losses/accruals to storage up to 51,150 acre-feet, and (3) for YMIDD, the additional quantity of ground water pumped and returned to the Colorado River system during years when Division losses/accruals to storage exceed 51,150 acre-feet.

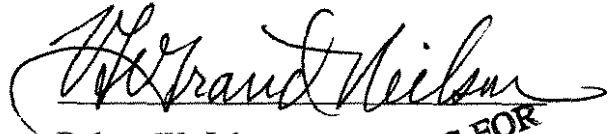
Conditions Precedent. The quantification and delivery of water is subject and/or subordinate to the following:

1. All existing rights to the use of the Colorado River waters, including, without limitation, present perfected rights and perfected rights described in Article II (D) of the Supreme Court Decree of March 9, 1964, in *Arizona v. California et al.*, 376 U.S. 340.
2. The existing water delivery contracts entered into by the Secretary of the Interior pursuant to the provisions of the Boulder Canyon Project Act or other applicable Federal statutes.
3. The Colorado River Compact, signed at Santa Fe, New Mexico, November 24, 1922, and the Boulder Canyon Project Act.
4. The Mexican Water Treaty, signed at Washington, D.C. on February 3, 1944.
5. The Supreme Court Opinion of June 3, 1963, 373 U.S. 546, and the Supreme Court Decree of March 9, 1964, in *Arizona v. California et al.*, 376 U.S. 340, as supplemented or amended.
6. The Contract for Delivery of Water between the United States and the State of Arizona, dated February 9, 1944.

Effect of this Determination. This determination of each District's appropriate and equitable share of the Division's 250,000 acre-foot consumptive-use Colorado River water entitlement establishes each District's separate and distinct right to an annual consumptive use of Colorado River water and shall become effective on January 1, 2002.

Each District is encouraged to conform its Colorado River water delivery contract to the terms of this document. However, because this determination of each District's appropriate and equitable share of the Division's 250,000 acre-foot consumptive-use Colorado River entitlement is consistent with the authorities reserved to the Secretary in each District's Colorado River water delivery contract, no contract change is necessary to implement this action.

Dated DEC 27 2001


Robert W. Johnson
Regional Director **ACTING FOR**

This decision is in compliance with Categorical Exclusion Checklist No. YAO-CE No. 200-12 approved on May 21, 2001, and the findings indicate that there should be no adverse impacts to vegetation, fish and wildlife, endangered species, or cultural/archeological resources.

**AGREEMENT BETWEEN THE SECRETARY OF THE INTERIOR
AND THE STATE OF ARIZONA FOR THE
FIRMING OF CENTRAL ARIZONA PROJECT INDIAN WATER**

1. PREAMBLE: THIS FIRMING AGREEMENT, hereinafter referred to as “Agreement” is made and entered into this 15TH day of NOVEMBER, 2007, pursuant to the Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, including, but not limited to the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885) (P.L. 90-537), as amended, the Arizona Water Settlements Act of December 10, 2004, (118 Stat. 3478) (P.L. 108-451), Arizona Revised Statutes, Title 45 Section 2423, as amended, and Arizona Revised Statutes, Title 45, Section 2491, between the UNITED STATES OF AMERICA, acting through the Secretary of the Interior, hereinafter referred to as the “Secretary,” and the STATE OF ARIZONA, acting through the Arizona Water Banking Authority, hereinafter referred to as the “Authority;”

WITNESSETH, THAT:

2. EXPLANATORY RECITALS:

2.1 WHEREAS, Paragraph 9 of the Arizona Water Settlements Agreement, effective September 20, 2006, (also known as the Master Agreement) among the United States of America, the State of Arizona, and the Central Arizona Water Conservation District, provided for the reallocation of 197,500 acre-feet per year of CAP NIA Priority Water to Indian tribes, subject to certain conditions, and further provided that the reallocated water retain the priority of CAP NIA Priority Water; and

2.2 WHEREAS, CAP NIA Priority Water is more vulnerable to reductions in times of shortage as compared to CAP Indian Priority Water or CAP M&I Priority Water; and

2.3 WHEREAS, Section 105 of P.L. 108-451 requires the Secretary and the State of Arizona to develop a firming program to ensure that 60,648 acre-feet of CAP NIA Priority Water shall, for a period of 100 years, be delivered during Water Shortages in the same manner as CAP M&I Priority Water; and

2.4 WHEREAS, Section 105(b)(1) of P.L. 108-451 requires the Secretary to firm 28,200 acre-feet of CAP NIA Priority Water reallocated to the Tohono O'odham Nation and to firm 8,724 acre-feet of CAP NIA Priority Water to be reallocated in the future to other Arizona Indian tribes; and

2.5 WHEREAS, Section 105(b)(2) of P.L. 108-451 requires the State of Arizona to firm 15,000 acre-feet of CAP NIA Priority Water reallocated to the Gila River Indian Community and to firm 8,724 acre-feet of CAP NIA Priority Water to be reallocated in the future to other Arizona Indian tribes, and further requires the State of Arizona to assist the Secretary in the Tohono O'odham Nation firming requirement; and

2.6 WHEREAS Section 207 of P.L. 108-451 requires the Secretary and the State of Arizona to enter into an agreement to carry out the obligation of the State of Arizona under Section 105(b)(2)(A) of P.L. 108-451 as a condition precedent to the enforceability of Title II of P.L. 108-451 and the Amended and Restated Gila River Indian Community Water Rights Settlement Agreement ("GRIC Settlement Agreement"); and

2.7 WHEREAS, Section 207 of the Gila River Indian Community Water Rights Settlement Act of 2004, Title II of P.L. 108-451, requires as a condition precedent to the enforceability of Title II of P.L. 108-451 and the GRIC Settlement Agreement that the State of Arizona enact legislation to authorize the firming required by section 105 of P.L. 108-451; and

2.8 WHEREAS, Section 306 of the Southern Arizona Water Rights Settlement

Amendments Act of 2004, Title III of P.L. 108-451, requires that the State of Arizona contribute \$3,000,000 toward the firming obligation identified in Section 105(b)(1)(A) of P.L. 108-451 either in the form of cash or in-kind goods and services in accordance with a schedule that is acceptable to the Secretary and the State; and

2.9 WHEREAS, Paragraph 8.23 of the GRIC Settlement Agreement confirms the State of Arizona's obligation to firm 15,000 acre-feet per year of CAP NIA Priority Water to the equivalent of CAP M&I Priority Water for a period of 100 years after the Title II Enforceability Date; and

2.10 WHEREAS, Paragraph 5.10 of the Tohono O'odham Settlement Agreement dated May 5, 2006, confirms the obligation of the Secretary to firm 28,200 acre-feet per year of CAP NIA Priority Water to the equivalent of CAP M&I Priority Water for a period of 100 years after the Title III Enforceability Date and confirms the requirement of the State of Arizona to provide assistance to the Secretary in firming that water; and

2.11 WHEREAS, in 2005, the Legislature of the State of Arizona enacted HB 2728 which created the Arizona Water Firming Program Study Commission ("Study Commission") and directed the Study Commission: (a) to study options for a water firming program to satisfy the State of Arizona's obligations under Section 105 of P.L. 108-451, (b) to identify appropriate mechanisms to firm water, (c) to study the existing powers and duties of the Authority and the general statutory authorities necessary to implement the firming program, and (d) to make recommendations regarding the appropriate statutory and regulatory provisions necessary to fully implement the water firming program; and

2.12 WHEREAS, the Study Commission met frequently in 2005 to perform technical studies and to discuss the issues related to Indian firming and the Study Commission then issued

its Final Report to the Legislature on January 6, 2006, which recommended that the Arizona State Legislature empower the Authority to include a variety of programs to address Indian firming needs within its Annual Plan of Operation and the 10-Year plan and identified the most feasible mechanism to satisfy the State's firming obligation and provide funding; and

2.13 WHEREAS, in 2006, the Arizona State Legislature enacted HB 2835, codified as amendments to Arizona Revised Statutes Title 45 Section 2423, which adopts the recommendations of the Study Commission and provides that the Authority shall be designated as the agent for the State of Arizona to carry out the obligations of the State under Section 105 of P.L. 108-451; and

2.14 WHEREAS, in 2006, the Arizona State Legislature enacted Arizona Revised Statutes Title 45 Section 2491 to provide statutory authority for the Authority to perform the measures necessary to satisfy the firming obligations; and

2.15 WHEREAS, in 2006, the State of Arizona enacted HB 2863 (Laws 2006, Chapter 344), which deposits \$13,500,000 from the General Fund into the Arizona Water Banking Fund in FY 2007 for the purposes of carrying out the firming obligations of the State beginning after the Enforceability Date of the P.L. 108-451.

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is agreed as follows:

3. DEFINITIONS:

3.1 "Arizona Water Banking Authority" or "Authority" means the State entity created by the Arizona legislature codified as A.R.S. § 45-2401, *et seq*, and duly designated as the State of Arizona's agent for this Agreement.

3.2 "Central Arizona Project" or "CAP" means the federal reclamation project

authorized by the Colorado River Basin Project Act of 1968, 82 Stat. 885, as amended.

3.3 “CAP Indian Priority Water” means that CAP water having an Indian delivery priority.

3.4 “CAP M&I Priority Water” means that CAP water having municipal and industrial delivery priority.

3.5 “CAP NIA Priority Water” means that CAP water having non-Indian agricultural delivery priority.

3.6 “Delivery” means direct physical delivery of water, exchange of water, or delivery to a lessee.

3.7 “Title II Enforceability Date” means the date on which the Secretary publishes in the Federal Register a statement of findings as required by Section 207 of P.L. 108-451, as such section may be amended, providing full enforceability for the GRIC Settlement Agreement.

3.8 “Title III Enforceability Date” means the date on which the Secretary publishes in the Federal Register a statement of findings as required by Section 302 of P.L. 108-451, as such section may be amended, providing full enforceability for the Tohono O’odham Settlement Agreement dated May 5, 2006.

3.9 “Water Shortage” means available CAP water is insufficient to fully meet the demand of Arizona Indian Tribes and their lessees, if any, for that CAP NIA Priority Water reallocated to the tribes in accordance with P.L. 108-451.

4. EFFECTIVENESS AND TERMINATION: After execution by each of the respective parties, this Agreement shall become effective on January 1 of the next calendar year following the Title II Enforceability Date and shall terminate 100 years thereafter; provided, however, subsection 7.2(g) shall continue under its own provisions.

5. AUTHORITY'S RESPONSIBILITY FOR FIRING GRIC CAP WATER:

5.1 Subject to the provisions of subsection 5.2 below, the Authority shall, in each year of this Agreement in which there is a Water Shortage, firm 15,000 acre-feet of CAP NIA Priority Water reallocated to GRIC in accordance with P.L. 108-451, upon demand of GRIC. To satisfy this firming obligation the Authority shall cause to be delivered to GRIC up to 15,000 acre-feet of water in an amount determined as follows:

- (a) Calculate the total water quantity that would have been available to GRIC as if it had received 15,000 acre-feet of CAP M&I Priority Water allocation with the remainder of its reallocated CAP water keeping its CAP NIA Priority Water status.
- (b) Calculate the amount of CAP NIA Priority Water made available to GRIC that year.
- (c) Subtract the amount calculated in (b) from the amount calculated in (a) to determine the amount of CAP water the Authority shall firm for GRIC.

5.2 In each year of this Agreement in which there is a Water Shortage, the Authority's obligation in subsection 5.1 above to firm CAP NIA Priority Water reallocated to GRIC under P.L. 108-451 shall commence at such time as GRIC entitlements to CAP Indian Priority Water and CAP M&I Priority Water for such year are fully exhausted. See Exhibit A, which is attached hereto and incorporated herein, for representative calculations.

5.3 The parties to this Agreement recognize that the Authority may enter into a separate contract with GRIC with respect to the conditions under which GRIC will demand and the Authority will cause to be delivered water firmed by subparagraph 5.1 of this Agreement, which contract may have the effect of modifying the extent to which GRIC will receive water otherwise available to GRIC under this Agreement, and further recognize that the Secretary need

not be a party to such contract.

6. AUTHORITY'S RESPONSIBILITY FOR FIRING CAP WATER FOR OTHER TRIBES:

6.1 Subject to the provisions of subsection 6.2 below, the Authority shall, in each year of this Agreement in which there is a Water Shortage, firm 8,724 acre-feet of CAP NIA Priority Water to the extent such water has been reallocated to other Arizona Indian tribe(s) in accordance with Section 104(a)(1)(A)(iii) of P.L. 108-451, upon demand of such tribe(s). To satisfy this firming obligation, the Authority will cause to be delivered to such tribe(s) a quantity of water up to that portion of the 8,724 acre-feet of water reallocated to that tribe in an amount calculated as follows:

(a) Calculate the total water quantity that would have been available to each tribe as if it had received a quantity of CAP M&I Priority Water equal to the amount of firmed water reallocated to that tribe, with the remainder of that tribe's reallocated CAP water keeping its CAP NIA Priority Water status.

(b) Calculate the amount of NIA Priority Water available to that tribe that year.

(c) Subtract the amount calculated in (b) from the amount calculated in (a) to determine the amount of CAP water the Authority shall firm for that tribe.

6.2 In each year of this Agreement in which there is a Water Shortage, the Authority's obligation in subsection 6.1 above to firm 8,724 acre-feet of NIA Priority Water reallocated to other Arizona Indian Tribes under P.L. 108-451 shall commence with respect to each such tribe at such time as the entitlements of each such tribe to Indian Priority Water and M&I Priority Water, if any, are fully exhausted. See, Exhibit A hereto, for representative

calculations.

6.3 The parties to this Agreement recognize that the Authority may enter into a separate contract with such other Arizona Indian Tribe(s) with respect to the conditions under which such tribes will demand and the Authority will cause to be delivered water firmed by subparagraph 6.1 of this Agreement, which contract may have the effect of modifying the extent to which such other tribes will receive water otherwise available to such other tribes under this Agreement, and further recognize that the Secretary need not be a party to such contract.

7. AUTHORITY'S RESPONSIBILITY FOR ASSISTING THE SECRETARY IN FIRMING CAP WATER FOR THE TOHONO O'ODHAM NATION:

7.1 The Authority shall contribute \$3,000,000.00 in either cash or in-kind goods and services, which may include water, to assist the Secretary in fulfilling the federal obligation to firm 28,200 acre-feet of NIA priority water reallocated to Tohono O'odham Nation as set forth in P.L. 108-451.

7.2 The schedule for the Authority's \$3,000,000.00 contribution shall be as follows:

(a) Within the first year beginning January 1 after the Title III Enforceability Date, the Authority shall identify and reserve or create for the purpose of assisting the Secretary in fulfilling the federal obligation to firm the 28,200 acre-feet of NIA priority water reallocated to Tohono O'odham Nation sufficient Long Term Storage Credits (Credits) developed under Arizona state law to equal the number of Credits then in existence plus the number of Credits to be developed in that year by the Secretary that are available to be used to meet the federal firming obligation to the Tohono O'odham Nation, not to exceed a value of \$3,000,000.00 as calculated in accordance with subsection 7.2 (c) below.

(b) Within four years beginning January 1 after the Title III Enforceability

Date, the Authority shall identify and reserve or create for the purpose of assisting the Secretary in fulfilling the federal obligation to firm the 28,200 acre-feet of NIA priority water reallocated to Tohono O'odham Nation, such additional Credits as will, together with the Credits identified and reserved or created in subsection 7.2(a) above, equal a total value of \$3,000,000.00 as calculated in accordance with subsection 7.2(c) below.

(c) The total number of Credits reserved or created in subsections 7.2(a) and 7.2(b) shall be based upon the sum of: (i) the least expensive rate available to the Federal government for purchasing CAP water for storage from the CAWCD for the year in which the Credits were reserved or created; and (ii) any applicable fee specific to the facility where those credits are stored that may apply to the Authority; and (iii) an administrative fee equal to 5% of the cost of services which the Arizona Department of Water Resources provides to the Authority in any year in which Credits are transferred to the Authority's sub-account created under this Agreement.

(d) The Authority shall establish a separate sub-account to hold Credits reserved or created by the Authority under subsections 7.2(a) and 7.2(b). During the term of this Agreement, the Authority shall hold all such Credits in this sub-account until such time as the Secretary determines that a Water Shortage exists and that water deliveries are required to meet the federal firming obligation for the 28,200 af NIA priority water reallocated to the Tohono O'odham Nation.

(e) In any year of this Agreement in which the Secretary determines that a Water Shortage exists and that water deliveries are required to meet the federal firming obligation for the 28,200 af NIA priority water reallocated to the Tohono O'odham Nation, the Authority shall, upon request of the Secretary, direct Credits to be used to transfer water for that

purpose, not to exceed the number of Credits necessary to fulfill the federal firming obligation for that year for the 28,200 af NIA priority water reallocated to the Tohono O'odham Nation, until such time as the Credits held in the sub-account created under subsection 7.2(e) are exhausted.

(f) The Authority and the Secretary agree that assistance to the Secretary under this paragraph does not include recovery and delivery of water.

(g) If after 100 years from the Title III Enforceability Date, any Credits remain in the sub-account created under subsection 7.2(d) above, such Credits shall revert to the Authority and the requirement to assist the Secretary in meeting the federal firming obligation to the Tohono O'odham Nation shall be deemed satisfied.

7.3 In no event shall the Authority have any obligation under this Article 7 prior to the Title III Enforceability Date.

8. MISCELLANEOUS PROVISIONS:

8.1 OFFICIALS NOT TO BENEFIT: No member of or Delegate to Congress, Resident Commissioner, or official of the Authority shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.

8.2 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS: The expenditure or advance of any money or the performance of any obligation by the United States under this Agreement shall be contingent upon the appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Authority from any obligations under this Agreement. No liability shall accrue to the United States in case funds are not appropriated or allocated.

8.3 ASSIGNMENT LIMITED; SUCCESSORS AND ASSIGNS OBLIGATED: The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Agreement or any right or interest therein by either party shall be valid until approved in writing by the Contracting Officer.

8.4 PRIORITY OF CLAIMS OF THE UNITED STATES: Fiscal claims of the United States arising out of this Agreement shall have priority over all others, secured or unsecured, to the extent provided by applicable law.

8.5 EFFECT OF WAIVER OF BREACH OF AGREEMENT: All rights of action for breach of any of the provisions of this Agreement are reserved to each party as provided by

appropriate law. The waiver of a breach of any of the provisions of this Agreement shall not be deemed to be a waiver of any other provisions hereof, or any other subsequent breach of any provisions hereof.

8.6 REMEDIES UNDER AGREEMENT NOT EXCLUSIVE: Nothing in this Agreement shall be construed in any manner to abridge, limit, or deprive either party of any means to enforce any remedy either at law or in equity for the breach of any provisions hereof, or any other remedy which it would otherwise have.

8.7 BOOKS, RECORDS AND REPORTS: Subject to applicable Federal laws and regulations, each party to this Agreement shall have the right during office hours to examine and make copies of the other party's books, records and reports and relating to matters covered by this Agreement.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS: The Authority shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), Title III of the American's with Disabilities Act of 1990, and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Reclamation.

8.9 Each party shall comply with all applicable federal or state laws relating to equal opportunity and non-discrimination.

8.10 There are no third-party beneficiaries, express or implied, to this Agreement.

8.11 This Agreement shall be subject to the provisions of A.R.S. § 38-511.

9. NOTICES: Any notice, demand, or request authorized or required by this Agreement shall be deemed to have been given, when mailed, postage prepaid, or delivered to the below addresses. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this section for other notices.

On behalf of the Authority, to both:

Regional Director
Bureau of Reclamation
Lower Colorado Region
PO Box 61470
Boulder City, NV 89006-1470

and

Area Manager
Bureau of Reclamation
Phoenix Area Office
6150 West Thunderbird Road
Glendale, Arizona 85306-4001

On behalf of the United States, to:

Chairman
Arizona Water Banking Authority
3550 N. Central Ave.
Phoenix, Arizona 85012

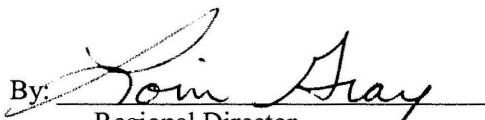
10. AGREEMENT DRAFTING CONSIDERATIONS: Section 1 through 10 of this Agreement have been drafted, negotiated, and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Agreement pertains, and no one party shall be considered to have drafted the stated sections.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, including Exhibit A, the day first above written.

Approved as to Legal Sufficiency:

THE UNITED STATES OF AMERICA

By: 
Field Solicitor

By: 
Regional Director
Lower Colorado Region
Bureau of Reclamation

**ARIZONA WATER BANKING
AUTHORITY**

By: 
Chairman

Attest: 
Secretary

**Exhibit A
Agreement**

EXHIBIT A

1. This Exhibit A, made this 15TH day of NOVEMBER, 2007, to be effective under and as a part of the Agreement shall become effective on the date of the Agreement's execution and shall remain in effect until superseded by another Exhibit A executed by the parties; Provided, That this Exhibit A or any superseding Exhibit A shall terminate with the termination of the Agreement.

Exhibit A: Examples of Determination of State of Arizona Firming Obligation to the Gila River Indian Community (GRIC)

Assumption 1. GRIC's Entitlement to CAP Water

Indian Priority Water	
Original allocation	173,100 af
HVID re-allocation	<u>18,100 af</u>
Subtotal	191,200 af
M&I Priority Water	
Asarco re-allocation	17,000 af
NIA Priority Water	
RWCD re-allocation	18,600 af
Settlement re-allocation	<u>102,000 af</u>
Subtotal	120,600 af
Total CAP Water Entitlement	328,800 af

Assumption 2. The total annual amount of CAP NIA Priority Water is 364,698 acre-feet before 2044 and 317,395 acre-feet after 2044.

Assumption 3. The total annual amount of CAP Indian Priority Water is 343,079 acre-feet.

Assumption 4. The total annual amount of CAP M&I Priority Water is 638,823 acre-feet before 2044 and 686,126 acre-feet after 2044.

Assumption 5. The full CAP water supply that is the basis for long term contracts is 1,415,000 acre-feet per year, consisting of 68,400 acre-feet of Priority 3 water (Ak-Chin and Salt River Pima-Maricopa Indian Community water rights settlements) and 1,346,600 acre-feet of Priority 4 water.

Assumption 6: In those examples where it was necessary to allocate available CAP water between the Indian priority and M&I priority groups, it was assumed that the example occurred prior to year 2044 and that the allocation of CAP water between these two groups occurred in accordance with the appropriate formula contained in the Arizona Water Settlement Act agreements.

Assumption 7: In those examples showing an allocation of Arizona's shortage between the CAP and the fourth priority entitlement holders sharing the same priority as CAP, it was assumed these fourth priority entitlement holders would share 10.5 percent of Arizona's

shortage.

Example 1

Scenario: Assume that CAP receives less than a full water supply due to use by higher priority users in Arizona and not by a declared shortage on the Colorado River.

Assume the supply available to CAP is 1,365,000 acre feet (both priority 3 and priority 4 water) or 50,000 acre-feet less than that required to meet all long term contractor's needs (1,415,000 acre-feet). The water orders of contractors for all M&I and Indian priority water can be met without imposing a shortage on them.

The GRIC (or its lessees) order all of GRIC's 328,800 acre-foot entitlement.

Step a. Calculate the total water quantity that would have been available to GRIC as if it had received a quantity of CAP M&I Priority Water equal to the amount of firmed water reallocated to the Community, with the remainder of GRIC's reallocated CAP water keeping its CAP NIA Priority Water status.

- 15,000 acre-feet of M&I equivalent water would have been available without shortage
- The remainder of 105,600 acre-feet of NIA water would be subject to shortage sharing with the other NIA priority water supplies.
- The total NIA entitlements to CAP water = 364,698 acre-feet. GRIC's percentage of the NIA water would be equal to 28.96 percent.
- Since the CAP supply is 50,000 acre-feet under that required to meet all orders the NIA available supply = 314,698 acre-feet.
- GRIC's NIA share of the supply = $.2896 * 314,698$ or 91,137 acre-feet.
- GRIC's total quantity would be 15,000 acre-feet of M&I equivalent water plus 91,137 of NIA water or **106,137 acre-feet**.

Step b. Calculate the amount of NIA priority water available to GRIC that year.

- Without firming GRIC would have held 120,600 acre-feet out of a total of 364,698 acre-feet of NIA Priority Water or 33.07 percent of the total NIA Priority Water. Multiplying this percentage times 314,698 acre-feet equals **104,071 acre-feet**.

Step c. Subtract the amount calculated in (b) above from the amount calculated in (a) to determine the amount of CAP water the Authority shall firm for GRIC.

- **Firming requirement is 106,137 acre-feet minus 104,071 acre-feet or 2,066 acre-feet.**
- **If there is a redistribution of NIA Priority Water in this year resulting from one or more entities not using their full entitlement to such water, and such reallocation results in the GRIC receiving more than 106,137 acre-feet of NIA Priority Water, there would be no firming obligation on behalf of the Authority.**

Example 2

Scenario: Assume a shortage to CAP caused by a declared shortage to Lower Basin water deliveries.

Assume that the quantity of fourth priority water available to CAP water users is 897,000 acre-feet or about 85,000 acre-feet less than that required to meet the full needs of the Indian and M&I priority users (981,902 acre-feet). Assuming that the Indian and M&I Priority Water users ordered their full entitlements, these users would be required to take a reduction. All NIA deliveries would be reduced to zero.

Assume that GRIC (or its lessees) order all of GRIC's 328,800 acre-foot contract entitlement.

With 897,000 acre-feet of fourth priority water available, the Indian Priority Water users would receive 321,482 acre-feet and the M&I Priority Water users would receive 575,518 acre-feet per the priority formula contained in the Arizona Water Rights Settlement Act documents. The M&I Priority Water users would receive 90.09 percent of their total entitlement (575,518 acre-feet/638,823 acre-feet).

Step a. Calculate the total water quantity that would have been available to GRIC as if it had received a quantity of CAP M&I Priority Water equal to the amount of firmed water reallocated to the Community, with the remainder of GRIC's reallocated water keeping its CAP NIA Priority Water status.

- GRIC would have received 90.09 percent times 15,000 acre-feet or 13,514 acre-feet of M&I equivalent water.
- GRIC would have received zero acre-feet of its NIA priority water.
- The total quantity available to GRIC would be the **13,514 acre-feet** of M&I equivalent water.

Step b. Calculate the amount of NIA priority Water available to GRIC that year.

- The amount of NIA priority water available to GRIC that year = **zero**.

Step c. Subtract the amount calculated in (b) above from the amount calculated in (a)

above to determine the amount of CAP water the Authority shall firm for GRIC.

- **The firming requirement is 13,514 minus zero acre-feet or 13,514 acre-feet.**

Example 3

Scenario: Assume the same water supply conditions as Example 2, but also assume that GRIC (or its lessees) have only ordered 175,000 acre-feet of M&I and Indian priority water.

- Under the terms of the three step calculation for Example 2 the firming requirement would be 13,514 acre-feet.
- However, GRIC's order of 175,000 acre-feet is less than the sum of its entitlement to Indian and M&I priority water (191,200 acre-feet plus 17,000 acre-feet or 208,200 acre-feet). Had GRIC ordered all of its higher priority CAP water it would have been entitled to 15,315 acre-feet of M&I priority water (90.09 percent) and 170,403 acre-feet of Indian priority water (based on the formula contained in GRIC's Settlement Agreement). The sum of the water available under these two higher priority entitlements (185,718 acre-feet) is greater than GRIC's actual water order.
- **Therefore, under the provisions of Paragraph 5.2 of the Agreement, the Authority would have no firming obligation.**

Example 4

Scenario: Assume a 400,000 acre-foot Secretarial declared shortage to the Colorado River system and that Arizona's share of that shortage is 320,000 acre-feet. Assume the Colorado River entitlement holders River users (located along the Colorado River) sharing the 4th priority water with CAP take 33,600 acre-feet of that reduction, leaving the shortage to CAP at 286,400 acre-feet.

In this case, the water orders of contractors for all M&I and Indian priority water can be met without imposing a shortage on them. The overall CAP water supply is 68,400 acre-feet of Priority 3 water plus 1,060,200 acre-feet of 4th priority water or a total of 1,128,600 acre-feet.

The GRIC (or its lessees) order all of GRIC's 328,800 acre-foot entitlement.

Step a. Calculate the total water quantity that would have been available to GRIC as if it had received a quantity of CAP M&I Priority Water equal to the amount of firmed water reallocated to the Community, with the remainder of GRIC's reallocated CAP water keeping its CAP NIA Priority Water status.

- 15,000 acre-feet of M&I equivalent water would have been available without shortage

- The remainder of 105,600 acre-feet of NIA water would be subject to shortage sharing with the other NIA priority water supplies.
- The total NIA entitlements to CAP water = 364,698 acre-feet. GRIC's percentage of the NIA water would be equal to 28.96 percent.
- Since the CAP supply is 286,400 acre-feet under that required to meet all orders, the NIA available supply = 78,298 acre-feet.
- GRIC's NIA share of the supply = $.2896 * 78,298$ or 22,675 acre-feet.
- GRIC's total quantity would be 15,000 acre-feet of M&I equivalent water plus 22,675 of NIA water or **37,675 acre-feet**.

Step b. Calculate the amount of NIA priority water available to GRIC that year.

- Without firming GRIC would have held 120,600 acre-feet out of a total of 364,698 acre-feet of NIA Priority Water or 33.07 percent of the total NIA Priority Water. Multiplying this percentage times 78,298 acre-feet equals **25,893 acre-feet**.

Step c. Subtract the amount calculated in (b) above from the amount calculated in (a) to determine the amount of CAP water the Authority shall firm for GRIC.

- **Firming requirement is 37,675 acre-feet minus 25,893 acre-feet or 11,782 acre-feet.**

Example 5

Scenario: Assume a 500,000 acre-foot Secretarial declared shortage to the Colorado River system and that Arizona's share of that shortage is 400,000 acre-feet. Assume the River users sharing the 4th priority water with CAP take 42,000 acre-feet of that reduction leaving the shortage to CAP at 358,000 acre-feet.

The water orders of contractors for all M&I and Indian priority water can be met without imposing a shortage on them. The overall CAP supply is 68,400 acre-feet of Priority 3 water plus 988,600 acre-feet of 4th priority water or a total of 1,057,000 acre-feet.

The GRIC (or its lessees) order all of GRIC's 328,800 acre-foot entitlement.

Step a. Calculate the total water quantity that would have been available to GRIC as if it had received a quantity of CAP M&I Priority Water equal to the amount of firmed water reallocated to the Community, with the remainder of GRIC's reallocated CAP water keeping its CAP NIA Priority Water status.

- 15,000 acre-feet of M&I equivalent water would have been available without

shortage

- The remainder of 105,600 acre-feet of NIA water would be subject to shortage sharing with the other NIA priority water supplies.
- The total NIA entitlements to CAP water = 364,698 acre-feet. GRIC's percentage of the NIA water would be equal to 28.96 percent.
- Since the CAP supply is 358,000 acre-feet under that required to meet all orders the NIA available supply = 6,698 acre-feet.
- GRIC's NIA share of the supply = $.2896 * 6,698$ or 1,940 acre-feet.
- GRIC's total quantity would be 15,000 acre-feet of M&I equivalent water plus 1,940 acre-feet of NIA water or **16,940 acre-feet**.

Step b. Calculate the amount of NIA priority water available to GRIC that year.

- Without firming GRIC would have held 120,600 acre-feet out of a total of 364,698 acre-feet of NIA Priority Water or 33.07 percent of the total NIA Priority Water. Multiplying this percentage times 6,698 acre-feet equals **2,215 acre-feet**.

Step c. Subtract the amount calculated in (b) above from the amount calculated in (a) to determine the amount of CAP water the Authority shall firm for GRIC.

- **Firming requirement is 16,940 acre-feet minus 2,215 acre-feet or 14,725 acre-feet.**

Example 6

Scenario: Assume a 600,000 acre-foot Secretarial declared shortage to the Colorado River system and that Arizona's share of that shortage is 480,000 acre-feet. Assume the River users sharing the 4th priority water with CAP take 50,400 acre-feet of that reduction leaving the shortage to CAP at 429,600 acre-feet.

The overall CAP supply is 68,400 acre-feet of Priority 3 water plus 917,000 acre-feet of 4th priority water or a total of 985,400 acre-feet. Under the shortage sharing formula contained in the Arizona Water Settlements Act documents, there would be 326,569 acre-feet available to the CAP Indian Priority water users and 590,431 acre-feet of M&I Priority Water users. The CAP M&I Priority Water users would receive 92.42 percent of their water entitlement (590,431/638,823). There would be no water available for the NIA Priority Users.

The GRIC (or its lessees) order all of GRIC's 328,800 acre-foot entitlement.

Step a. Calculate the total water quantity that would have been available to GRIC as if it had received a quantity of CAP M&I Priority Water equal to the amount of firmed water

reallocated to the Community, with the remainder of GRIC's reallocated CAP water keeping its CAP NIA Priority Water status.

- 13,863 acre-feet of M&I equivalent water would have been available without shortage
- GRIC would have received zero acre-feet of its NIA priority water.
- The total quantity available to GRIC would be the **13,863 acre-feet** of M&I equivalent water.

Step b. Calculate the amount of NIA priority water available to GRIC that year.

- The amount of NIA priority water available to GRIC that year = **zero**.

Step c. Subtract the amount calculated in (b) above from the amount calculated in (a) to determine the amount of CAP water the Authority shall firm for GRIC.

- **Firming requirement is 13,863 acre-feet.**

1 AGREEMENT REQUESTING THE DIVISION OF WATER RESOURCES OF THE
2 STATE OF CALIFORNIA TO APPORTION CALIFORNIA'S SHARE OF THE
3 WATERS OF THE COLORADO RIVER AMONG THE VARIOUS APPLICANTS
4 AND WATER USERS THEREFROM IN THE STATE, CONSENTING TO SUCH
5 APPORTIONMENTS, AND REQUESTING SIMILAR APPORTIONMENTS BY
6 THE SECRETARY OF THE INTERIOR OF THE UNITED STATES.

7 THIS AGREEMENT, made the 18th day of August, 1931, by and between Palo
8 Verde Irrigation District, Imperial Irrigation District, Coachella Valley County
9 Water District, Metropolitan Water District of Southern California, City of Los
10 Angeles, City of San Diego and County of San Diego;

11 W I T N E S S E T H:

12 WHEREAS the Secretary of the Interior did, on November 5, 1930, request
13 of the Division of Water Resources of California a recommendation of the proper
14 apportionments of the water of and from the Colorado River to which California may
15 be entitled under the provisions of the Colorado River Compact, the Boulder Canyon
16 Project Act and other applicable legislation and regulations, to the end that the
17 same could be carried into each and all of the contracts between the United States
18 and applicants for water contracts in California as a uniform clause; and

19 WHEREAS the parties hereto have fully considered their respective rights
20 and requirements in cooperation with the other water users and applicants and the
21 Division of Water Resources aforesaid;

22 NOW, THEREFORE, the parties hereto do expressly agree to the apportion-
23 ments and priorities of water of and from the Colorado River for use in California
24 as hereinafter fully set out and respectfully request the Division of Water Re-
25 sources to, in all respects, recognize said apportionments and priorities in all
26 matters relating to State authority and to recommend the provisions of Article I
27 hereof to the Secretary of the Interior of the United States for insertion in any
28 and all contracts for water made by him pursuant to the terms of the Boulder
29 Canyon Project Act, and agree that in every water contract which any party may
30 hereafter enter into with the United States, provisions in accordance with
31 Article I shall be included therein if agreeable to the United States.

ARTICLE I.

The waters of the Colorado River available for use within the State of California under the Colorado River Compact and the Boulder Canyon Project Act shall be apportioned to the respective interests below named and in amounts and with priorities therein named and set forth, as follows:

Section 1. A first priority to Palo Verde Irrigation District for beneficial use exclusively upon lands in said District as it now exists and upon lands between said District and the Colorado River, aggregating (within and without said District) a gross area of 104,500 acres, such waters as may be required by said lands.

Section 2. A second priority to Yuma Project of United States Bureau of Reclamation for beneficial use upon not exceeding a gross area of 25,000 acres of land located in said project in California, such waters as may be required by said lands.

Section 3. A third priority (a) to Imperial Irrigation District and other lands under or that will be served from the All American Canal in Imperial and Coachella Valleys, and (b) to Palo Verde Irrigation District for use exclusively on 16,000 acres in that area known as the "Lower Palo Verde Mesa", adjacent to Palo Verde Irrigation District, for beneficial consumptive use, 3,850,000 acre feet of water per annum less the beneficial consumptive use under the priorities designated in Sections 1 and 2 above. The rights designated (a) and (b) in this section are equal in priority. The total beneficial consumptive use under priorities stated in Sections 1, 2 and 3 of this article shall not exceed 5,850,000 acre feet of water per annum.

Section 4. A fourth priority to the Metropolitan Water District of Southern California and/or the City of Los Angeles, for beneficial consumptive use, by themselves and/or others, on the Coastal Plain of Southern California, 550,000 acre feet of water per annum.

Section 5. A fifth priority, (a) to The Metropolitan Water District of Southern California and/or the City of Los Angeles, for beneficial consumptive use, by themselves and/or others, on the Coastal Plain of Southern California,

1 850,000 acre feet of water per annum and (b) to the City of San Diego and/or
2 County of San Diego, for beneficial consumptive use, 112,000 acre feet of water
3 per annum. The rights designated (a) and (b) in this section are equal in
4 priority.

5 Section 6. A sixth priority (a) to Imperial Irrigation District and other
6 lands under or that will be served from the All American Canal in Imperial and
7 Coachella Valleys, and (b) to Palo Verde Irrigation District for use exclusively
8 on 16,000 acres in that area known as the "Lower Palo Verde Mesa", adjacent to
9 Palo Verde Irrigation District, for beneficial consumptive use, 300,000 acre
10 feet of water per annum. The rights designated (a) and (b) in this section are
11 equal in priority.

12 Section 7. A seventh priority of all remaining water available for use
13 within California, for agricultural use in the Colorado River Basin in California,
14 as said basin is designated on Map No. 23000 of the Department of the Interior,
15 Bureau of Reclamation.

16 Section 8. So far as the rights of the allottees named above are concerned,
17 the Metropolitan Water District of Southern California and/or the City of Los
18 Angeles shall have the exclusive right to withdraw and divert into its aqueduct
19 any water in Boulder Canyon Reservoir accumulated to the individual credit of
20 said District and/or said City (not exceeding at any one time 4,750,000 acre feet
21 in the aggregate) by reason of reduced diversions by said District and/or said
22 City; provided, that accumulations shall be subject to such conditions as to
23 accumulation, retention, release and withdrawal as the Secretary of the Interior
24 may from time to time prescribe in his discretion, and his determination thereof
25 shall be final; provided further, that the United States of America reserves
26 the right to make similar arrangements with users in other states without dis-
27 tinction in priority, and to determine the correlative relations between said
28 District and/or said City and such users resulting therefrom.

29 Section 9. In addition, so far as the rights of the allottees named above
30 are concerned, the City of San Diego and/or County of San Diego shall have the
31 exclusive right to withdraw and divert into an aqueduct any water in Boulder

1 Canyon Reservoir accumulated to the individual credit of said City and/or said
2 County (not exceeding at any one time 250,000 acre feet in the aggregate) by
3 reason of reduced diversions by said City and/or said County; provided, that
4 accumulations shall be subject to such conditions as to accumulation, retention,
5 release and withdrawal as the Secretary of the Interior may from time to time
6 prescribe in his discretion, and his determination thereof shall be final; pro-
7 vided further, that the United States of America reserves the right to make
8 similar arrangements with users in other states without distinction in priority,
9 and to determine the correlative relations between the said City and/or said
10 County and such users resulting therefrom.

11 Section 10. In no event shall the amounts allotted in this agreement to the
12 Metropolitan Water District of Southern California and/or the City of Los Angeles
13 be increased on account of inclusion of a supply for both said District and said
14 City, and either or both may use said apportionments as may be agreed by and be-
15 tween said District and said City.

16 Section 11. In no event shall the amounts allotted in this agreement to the
17 City of San Diego and/or to the County of San Diego be increased on account of
18 inclusion of a supply for both said City and said County, and either or both may
19 use said apportionments as may be agreed by and between said City and said County.

20 Section 12. The priorities hereinbefore set forth shall be in no wise
21 affected by the relative dates of water contracts executed by the Secretary of the
22 Interior with the various parties.

23 ARTICLE II.

24 That each and every party hereto who has heretofore filed an application or
25 applications for a permit or permits to appropriate water from the Colorado River
26 requests the Division of Water Resources to amend such application or applications
27 as far as possible to bring it or them into conformity with the provisions of
28 this agreement; and each and every party hereto who has heretofore filed a protest
29 or protests against any such application or applications of other parties hereto
30 does hereby request withdrawal of such protest or protests against such appli-
31 cation or applications when so amended.

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ARTICLE III.

That each and all of the parties to this agreement respectfully request that the contract for delivery of water between The United States of America and The Metropolitan Water District of Southern California under date of April 24, 1930 be amended in conformity with Article I hereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized, the day and year first above written. Executed in seven originals.

PALO VERDE IRRIGATION DISTRICT

By _____

IMPERIAL IRRIGATION DISTRICT

By _____

COACHELLA VALLEY COUNTY WATER DISTRICT

By _____

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By [Signature]
Chairman of the Board of Directors.
ATTEST: [Signature]
Secretary of the Board of Directors.

CITY OF LOS ANGELES

By _____

CITY OF SAN DIEGO

By _____

COUNTY OF SAN DIEGO

By _____

APPROVED AS TO FORM
[Signature]
General Counsel.

Appendix 1005

**WATER: CALIFORNIA
GENERAL REGULATIONS, SEPTEMBER 28, 1931**

UNITED STATES DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SECRETARY,
Washington, September 28, 1931.

GENERAL REGULATIONS

**CONTRACTS FOR THE STORAGE OF WATER IN BOULDER CANYON RESER-
VOIR, BOULDER CANYON PROJECT, AND THE DELIVERY THEREOF**

1. No person shall have or be entitled to have the use for any purpose of the water stored in Boulder Canyon Reservoir except by contract made in pursuance of these regulations. All contracts for delivery of water shall be subject to all the terms and provisions of the Colorado River Compact and of the Boulder Canyon Project Act.

2. The right is reserved to amend or extend these regulations from time to time consistently with said compact and the laws of Congress, as the public need may require.

3. Storage water in Boulder Canyon Reservoir will be delivered upon such terms and conditions as the Secretary may fix from time to time by regulations and contracts thereunder. Water so contracted for may be delivered at such points on the river as may be agreed upon for irrigation and domestic uses.

4. Contracts respecting water for irrigation and domestic uses shall be for permanent service, and shall conform to Paragraph a of Section 4 of the Boulder Canyon Project Act.

5. No charge shall be made for water or for the use, storage or delivery of water for irrigation or for water for potable purposes in the Imperial and Coachella Valleys. Charges otherwise shall be fixed by regulation from time to time. Where water is permitted by the Secretary to be taken from the Colorado River from the reservoir above the Hoover Dam, the utilization of the power plant will be impaired to that extent, and the right is reserved to make a higher charge for water taken above the dam, than if delivery is made below the dam.

6. Subject to the provisions of Article 7 of these regulations, deliveries of water to users in California shall be in accordance with the following recommendation of the State Division of Water Resources:

A487

A488

APPENDIX 1005

"The waters of the Colorado River available for use within the State of California under the Colorado River Compact and the Boulder Canyon Project Act shall be apportioned to the respective interests below named and in amounts and with priorities therein named and set forth, as follows:

"SECTION 1. A first priority to Palo Verde Irrigation District for beneficial use exclusively upon lands in said District as it now exists and upon lands between said District and the Colorado River, aggregating (within and without said District) a gross area of 104,500 acres, such waters as may be required by said lands.

"SEC. 2. A second priority to Yuma Project of United States Bureau of Reclamation for beneficial use upon not exceeding a gross area of 25,000 acres of land located in said project in California, such waters as may be required by said lands.

"SEC. 3. A third priority (a) to Imperial Irrigation District and other lands under or that will be served from the All-American Canal in Imperial and Coachella Valleys, and (b) to Palo Verde Irrigation District for use exclusively on 16,000 acres in that area known as the 'Lower Palo Verde Mesa', adjacent to Palo Verde Irrigation District, for beneficial consumptive use, 3,850,000 acre-feet of water per annum less the beneficial consumptive use under the priorities designated in Sections 1 and 2 above. The rights designated (a) and (b) in this section are equal in priority. The total beneficial consumptive use under priorities stated in Sections 1, 2, and 3 of this article shall not exceed 3,850,000 acre-feet of water per annum.

"SEC. 4. A fourth priority to the Metropolitan Water District of Southern California and/or the City of Los Angeles, for beneficial consumptive use, by themselves and/or others, on the Coastal Plain of Southern California, 550,000 acre-feet of water per annum.

"SEC. 5. A fifth priority (a) to The Metropolitan Water District of Southern California and/or the City of Los Angeles, for beneficial consumptive use, by themselves and/or others, on the Coastal Plain of Southern California, 550,000 acre-feet of water per annum and (b) to the City of San Diego and/or County of San Diego, for beneficial consumptive use, 112,000 acre-feet of water per annum. The rights designated (a) and (b) in this section are equal in priority.

"SEC. 6. A sixth priority (a) to Imperial Irrigation District and other lands under or that will be served from the All-American Canal in Imperial and Coachella Valleys, and (b) to Palo Verde Irrigation District for use exclusively on 16,000 acres in that area known as the Lower Palo Verde Mesa, adjacent to Palo Verde Irrigation District, for beneficial consumptive use, 300,000 acre-feet of water per annum. The rights designated (a) and (b) in this section are equal in priority.

"SEC. 7. A seventh priority of all remaining water available for use within California, for agricultural use in the Colorado River Basin in California, as said basin is designated on Map No. 23000 of the Department of the Interior, Bureau of Reclamation.

"SEC. 8. So far as the rights of the allottees named above are concerned, the Metropolitan Water District of Southern California and/or the City of Los Angeles shall have the exclusive right to withdraw and divert into its aqueduct any water in Boulder Canyon Reservoir accumulated to the individual credit of said District and/or said City (not exceeding at any one time 4,750,000 acre-feet in the aggregate) by reason of reduced diversions by said District and/or said

WATER: CALIFORNIA—1931 REGULATIONS

A489

City; provided, that accumulations shall be subject to such conditions as to accumulation, retention, release and withdrawal as the Secretary of the Interior may from time to time prescribe in his discretion, and his determination thereof shall be final; provided further, that the United States of America reserves the right to make similar arrangements with users in other States without distinction in priority, and to determine the correlative relations between said District and/or said City and such users resulting therefrom.

"SEC. 9. In addition, so far as the rights of the allottees named above are concerned, the City of San Diego and/or County of San Diego shall have the exclusive right to withdraw and divert into an aqueduct any water in Boulder Canyon Reservoir accumulated to the individual credit of said City and/or said County (not exceeding at any one time 250,000 acre-feet in the aggregate) by reason of reduced diversions by said City and/or said County; provided, that accumulations shall be subject to such conditions as to accumulation, retention, release and withdrawal as the Secretary of the Interior may from time to time prescribe in his discretion, and his determination thereof shall be final; provided further, that the United States of America reserves the right to make similar arrangements with users in other States without distinction in priority, and to determine the correlative relations between the said City and/or said County and such users resulting therefrom.

"SEC. 10. In no event shall the amounts allotted in this agreement to the Metropolitan Water District of Southern California and/or the City of Los Angeles be increased on account of inclusions of a supply for both said District and said City, and either or both may use said apportionments as may be agreed by and between said District and said City.

"SEC. 11. In no event shall the amounts allotted in this agreement to the City of San Diego and/or to the County of San Diego be increased on account of inclusion of a supply for both said City and said County, and either or both may use said apportionments as may be agreed by and between said City and said County.

"SEC. 12. The priorities hereinbefore set forth shall be in no wise affected by the relative dates of water contracts executed by the Secretary of the Interior with the various parties."

7. The Secretary reserves the right to contract with any of the allottees above named in accordance with the above stated recommendation, or, in the event that such recommendation as to Palo Verde Irrigation District is superseded by an agreement between all the above allottees or by a final judicial determination, to contract with the Palo Verde Irrigation District in accordance with such agreement or determination; *Provided*, that priorities numbered fourth and fifth in said recommendation shall not thereby be disturbed.

(Signed) RAY LYMAN WILBUR,
Secretary of the Interior.

SEPTEMBER 28, 1931.

PUBLIC LAW 99-655—NOV. 14, 1986

100 STAT. 3665

Public Law 99-655
99th Congress

An Act

Entitled the "Lower Colorado Water Supply Act".

Nov 14, 1986
[H.R. 5028]*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

Contracts.

SECTION 1. AUTHORIZATION.

Regulations.

(a) The Secretary of the Interior is authorized to construct, operate, and maintain the Lower Colorado Water Supply Project, California, in order to supply water for domestic, municipal, industrial, and recreational purposes only: *Provided*, That, the Secretary is hereby authorized, in his discretion, to contract with non-Federal interests for the care, operation, and maintenance of all or any part of the project works, subject to such rules and regulations as he may prescribe. Such project shall be constructed in stages as increases in demand warrant and substantially in accordance with the plans set forth in the document entitled "Lower Colorado Water Supply Study, California" (December 1985): *Provided*, That the Secretary is prohibited from constructing facilities with a total capacity in excess of ten thousand acre-feet per annum under authority of this Act.

(b)(1) The Secretary is further authorized to enter into exchange contracts and take such actions as the Secretary deems appropriate to facilitate a water exchange agreement between non-Federal interests and those interests designated in section 2(b) of this Act in which such non-Federal interests agree to exchange a portion of their rights to divert water from the Colorado River for an equivalent quantity and quality of groundwater to be withdrawn from a well field located in the Sand Hills area, Imperial County, California.

(2) The Secretary is prohibited from executing any contracts under the authority of subsection (b)(1) of this section until such contracts have been submitted to the Committee on Interior and Insular Affairs of the House of Representatives and to the Committee on Energy and Natural Resources of the Senate and ninety calendar days have elapsed.

SEC. 2. REPAYMENT OF COSTS.

(a) The Secretary is prohibited from obligating or expending any of the funds authorized to be appropriated by section 3 of this Act until—

(1) a study has been completed, and submitted to the appropriate committees of the Congress, allocating among the Federal and non-Federal beneficiaries the capital costs and the costs of operating, maintaining, and replacing the project authorized by section 1 of this Act;

(2) the Secretary has entered into a contract or contracts with non-Federal interests for repayment of the capital costs, plus interest, as determined by the Secretary of the Treasury, as of the beginning of the fiscal year in which the contract is executed, on the basis of the average market yields on outstanding

100 STAT. 3666

PUBLIC LAW 99-655—NOV. 14, 1986

43 USC 390b
note.

California.

marketable obligations of the United States with remaining periods to maturity comparable to the applicable reimbursement period of the project, adjusted to the nearest one-eighth of 1 per centum, allocated to non-Federal interests for domestic, municipal, industrial, and recreational purposes as identified in the cost allocation study prepared under subsection (a)(1): *Provided*, That the terms and provisions of such contracts and repayment shall be governed by the provisions of the Water Supply Act of 1958 which were in effect on January 1, 1986;

(3) the Secretary has entered into a contract or contracts with non-Federal interests for payment of 100 per centum of the costs allocated to such non-Federal interests for the operation, maintenance, and replacement of the project on a current basis; and

(4) the Secretary has transmitted to Congress the final planning report/environmental assessment on the Lower Colorado Water Supply Project.

(b) Any contracts executed by the Secretary to fulfill the requirements of subsections (a)(2) and (a)(3) of this section must be with persons, or Federal or non-Federal governmental entities whose lands or interests in lands are located adjacent to the Colorado River in the State of California who do not hold rights to Colorado River water or whose rights are insufficient to meet their present or anticipated future needs, as determined by the Secretary. Such persons, or Federal or non-Federal governmental entities shall include the city of Needles, the town of Winterhaven, and other domestic, municipal, industrial, and recreational water users along the Colorado River in the State of California.

SEC. 3. AUTHORIZATION OF APPROPRIATIONS.

There are authorized to be appropriated for the construction through September 30, 1993, of the Lower Colorado Water Supply Project the sum of \$1,800,000 plus or minus such amounts, if any, as may be justified by reason of ordinary cost indices applicable to the types of construction involved therein and in addition thereto such sums as may be required for operation, maintenance and replacement of that portion of the project used to supply domestic, municipal, industrial, or recreational water supplies for lands managed by the Federal Government. No funds are authorized to be appropriated for payment of the operation, maintenance, or replacement costs allocated to non-Federal beneficiaries as determined by the study undertaken under authority of section 2(a)(1).

SEC. 4. CONTRIBUTION OF CONSTRUCTION COSTS.

The Secretary is authorized to accept monetary contributions from the city of Needles and other incorporated cities for the construction of project features of the Lower Colorado Water Supply Project allocated to the provision of water supplies to the city of Needles and other incorporated cities: *Provided*, That, such contributions shall be credited toward the reimbursable costs to be repaid by the city of Needles and other incorporated cities pursuant to the contracts entered into pursuant to section 2 of this Act. Such contributions by the city of Needles and other incorporated cities shall be contributed during the construction of the appropriate project features and shall constitute 20 percent of the costs of such project features allocated to the city of Needles and other incorporated cities for repayment.

PUBLIC LAW 99-655—NOV. 14, 1986

100 STAT. 3667

SEC. 5. SAVINGS PROVISION.

Nothing contained in this Act shall be construed to alter, repeal, modify, interpret, or be in conflict with the provisions of the Colorado River Compact (45 Stat. 1057), the Water Treaty of 1944 with the United Mexican States (Treaty Series 994, 59 Stat. 1219), the decree entered by the Supreme Court of the United States in Arizona against California, and others (376 U.S. 340), the Boulder Canyon Project Act (45 Stat. 1057), the Boulder Canyon Project Adjustment Act (54 Stat. 774; 43 U.S.C. 618a), or the Colorado River Basin Project Act (82 Stat. 885; 43 U.S.C. 1501). Nor shall any provision of this Act—

(a) affect the rights or jurisdictions of the United States, the States, Indian tribes, or other entities over waters of any river or streams or over any groundwater resources, or

(b) otherwise be construed to alter or establish the respective rights of States, the United States, Indian tribes, or any person with respect to any water or water-related right.

Approved November 14, 1986.

LEGISLATIVE HISTORY—H.R. 5028:

HOUSE REPORTS: No. 99-650 (Comm. on Interior and Insular Affairs).

SENATE REPORTS: No. 99-496 (Comm. on Energy and Natural Resources).

CONGRESSIONAL RECORD, Vol. 132 (1986):

June 24, considered and passed House.

Oct. 9, considered and passed Senate, amended.

Oct. 15, House disagreed to Senate amendment.

Oct. 18, Senate receded from its amendment.

102 STAT. 4000

PUBLIC LAW 100-675—NOV. 17, 1988

Public Law 100-675
100th Congress

An Act

Nov. 17, 1988
[S. 795]

To provide for the settlement of water rights claims of the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians in San Diego County, California, to authorize the lining of the All American Canal, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

San Luis Rey
Indian Water
Rights
Settlement Act.

TITLE I—SAN LUIS REY INDIAN WATER RIGHTS
SETTLEMENT ACT

SEC. 101. SHORT TITLE.

This title may be cited as the "San Luis Rey Indian Water Rights Settlement Act".

SEC. 102. DEFINITIONS.

For purposes of this title:

(1) **BANDS.**—The term "Bands" means the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians which are recognized by the Secretary of the Interior as the governing bodies of their respective reservations in San Diego County, California.

(2) **FUND.**—The term "Fund" means the San Luis Rey Tribal Development Fund established by section 105.

(3) **INDIAN WATER AUTHORITY.**—The term "Indian Water Authority" means the San Luis Rey River Indian Water Authority, an intertribal Indian entity established by the Bands.

(4) **LOCAL ENTITIES.**—The term "local entities" means the city of Escondido, California; the Escondido Mutual Water Company; and the Vista Irrigation District.

(5) **SETTLEMENT AGREEMENT.**—The term "settlement agreement" means the agreement to be entered into by the United States, the Bands, and the local entities which will resolve all claims, controversies, and issues involved in all the pending proceedings among the parties.

(6) **SECRETARY.**—The term "Secretary" means the Secretary of the Interior.

(7) **SUPPLEMENTAL WATER.**—The term "supplemental water" means water from a source other than the San Luis Rey River.

SEC. 103. CONGRESSIONAL FINDINGS; LOCAL CONTRIBUTIONS; PURPOSE.

(a) **FINDINGS.**—The Congress finds the following:

(1) The Reservations established by the United States for the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians on or near the San Luis Rey River in San Diego County, California, need a reliable source of water.

(2) Diversions of water from the San Luis Rey River for the benefit of the local entities commenced in the early 1890s and

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continue to be an important source of supply to those communities.

(3) The inadequacy of the San Luis Rey River to supply the needs of both the Bands and the local entities has given rise to litigation to determine the rights of various parties to water from the San Luis Rey River.

(4) The pendency of the litigation has—

(A) severely impaired the Bands' efforts to achieve economic development on their respective reservations,

(B) contributed to the continuation of high rates of unemployment among the members of the Bands,

(C) increased the extent to which the Bands are financially dependent on the Federal Government, and

(D) impeded the Bands and the local entities from taking effective action to develop and conserve scarce water resources and to preserve those resources for their highest and best uses.

(5) In the absence of a negotiated settlement—

(A) the litigation, which was initiated almost 20 years ago, is likely to continue for many years,

(B) the economy of the region and the development of the reservations will continue to be adversely affected by the water rights dispute, and

(C) the implementation of a plan for improved water management and conservation will continue to be delayed.

(6) An agreement in principle has been reached under which a comprehensive settlement of the litigation would be achieved, the Bands' claims would be fairly and justly resolved, the Federal Government's trust responsibility to the Bands would be fulfilled, and the local entities and the Bands would make fair and reasonable contributions.

(7) The United States should contribute to the settlement by providing funding and delivery of water from a supplemental source. Water developed through conjunctive use of groundwater on public lands in southern California or water to be reclaimed from lining the previously unlined portions of the All American Canal can provide an appropriate supplemental water source.

(b) **PURPOSE.**—It is the purpose of this title to provide for the settlement of the reserved water rights claims of the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians in San Diego County, California, in a fair and just manner which—

(1) provides the Bands with a reliable water supply sufficient to meet their present and future needs;

(2) promotes conservation and the wise use of scarce water resources in the upper San Luis Rey River System;

(3) establishes the basis for a mutually beneficial, lasting, and cooperative partnership among the Bands and the local entities to replace the adversary relationships that have existed for several decades; and

(4) fosters the development of an independent economic base for the Bands.

SEC. 104. SETTLEMENT OF WATER RIGHTS DISPUTE.

Sections 106 and 109 of this Act shall take effect only when—

(1) the United States; the City of Escondido, California; the Escondido Mutual Water Company; the Vista Irrigation Dis-

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tract; and the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians have entered into a settlement agreement providing for the complete resolution of all claims, controversies, and issues involved in all of the pending proceedings among the parties in the United States District Court for the Southern District of California and the Federal Energy Regulatory Commission; and

(2) stipulated judgments or other appropriate final dispositions have been entered in said proceedings.

SEC. 105. SAN LUIS REY TRIBAL DEVELOPMENT FUND.

(a) **ESTABLISHMENT OF FUND.**—There is hereby established within the Treasury of the United States the “San Luis Rey Tribal Development Fund”.

(b) **AUTHORIZATION OF APPROPRIATIONS.**—

(1) There is authorized to be appropriated to the San Luis Rey Tribal Development Fund \$30,000,000, together with interest accruing from the date of enactment of this Act at a rate determined by the Secretary of the Treasury taking into consideration the average market yield on outstanding Federal obligations of comparable maturity. Following execution of the settlement agreement, judgments, and other appropriate final dispositions specified in section 104, the Secretary of the Treasury shall allocate and make available such monies from the trust fund as are requested by the Indian Water Authority.

(2) Any monies not allocated to the Indian Water Authority and remaining in the fund authorized by this section shall be invested by the Secretary of the Treasury in interest-bearing deposits and securities in accordance with the Act of June 24, 1938 (25 U.S.C. 162a). Such interest shall be made available to the Indian Water Authority in the same manner as the monies identified in paragraph (1).

SEC. 106. DUTIES OF THE UNITED STATES FOR DEVELOPMENT OF SUPPLEMENTAL WATER.

(a) **OBLIGATION TO ARRANGE FOR DEVELOPMENT OF WATER FOR BANDS AND LOCAL ENTITIES.**—To provide a supplemental water supply for the benefit of the Bands and the local entities, subject to the provisions of the settlement agreement, the Secretary is authorized and directed to:

(1) arrange for the development of not more than a total of 16,000 acre-feet per year of supplemental water from public lands within the State of California outside the service area of the Central Valley Project; or

(2) arrange to obtain not more than a total of 16,000 acre-feet per year either from water conserved by the works authorized in title II of this Act, or through contract with the Metropolitan Water District of Southern California.

Nothing in this section or any other provision of this title shall authorize the construction of any new dams, reservoirs or surface water storage facilities.

(b) **AUTHORITY TO UTILIZE EXISTING PROGRAMS AND PUBLIC LANDS.**—To carry out the provisions of subsection (a), the Secretary may, subject to the rights and interests of other parties and to the extent consistent with the requirements of the laws of the State of California and such other laws as may be applicable:

(1) utilize existing programs and authorities; and

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(2) permit water to be pumped from beneath public lands and, in conjunction therewith, authorize a program to recharge some or all of the groundwater that is so pumped.

(c) **TERMS AND CONDITIONS OF WATER DELIVERIES.**—Such supplemental water shall be provided for use by the Bands on their reservation and the local entities in their service areas pursuant to the terms of the settlement agreement and shall be delivered at locations, on a schedule and under terms and conditions to be agreed upon by the Secretary, the Indian Water Authority, the local entities and any agencies participating in the delivery of the water. It may be exchanged for water from other sources for use on the Bands' reservations or in the local entities' service areas.

(d) **COST OF DEVELOPING AND DELIVERING WATER.**—The cost of developing and delivering supplemental water pursuant to this section shall not be borne by the United States, and no Federal appropriations are authorized for this purpose.

(e) **REPORT TO CONGRESS.**—Notwithstanding the provisions of section 104, within nine months following enactment of this Act, the Secretary shall report to the Committee on Interior and Insular Affairs of the House of Representatives and to the Committee on Energy and Natural Resources and the Select Committee on Indian Affairs of the Senate on (1) the Secretary's recommendations for providing a supplemental water source including a description of the works, their costs and impacts, and the method of financing; and (2) the proposed form of contract for delivery of supplemental water to the Bands and the local entities. When 60 calendar days have elapsed following submission of the Secretary's report, the Secretary shall execute the necessary contracts and carry out the recommended program unless otherwise directed by the Congress.

Contracts.

SEC. 107. ESTABLISHMENT, STATUS, AND GENERAL POWERS OF SAN LUIS REY RIVER INDIAN WATER AUTHORITY.

(a) **ESTABLISHMENT OF INDIAN WATER AUTHORITY APPROVED AND RECOGNIZED.**—

(1) **IN GENERAL.**—The establishment by the Bands of the San Luis Rey River Indian Water Authority as a permanent intertribal entity pursuant to duly adopted ordinances and the power of the Indian Water Authority to act for the Bands are hereby recognized and approved.

(2) **LIMITATION ON POWER TO AMEND OR MODIFY ORDINANCES.**—Any proposed modification or repeal of any ordinance referred to in paragraph (1) must be approved by the Secretary, except that no such approval may be granted unless the Secretary finds that the proposed modification or repeal will not interfere with or impair the ability of the Indian Water Authority to carry out its responsibilities and obligations pursuant to this Act and the settlement agreement.

(b) **STATUS AND GENERAL POWERS OF INDIAN WATER AUTHORITY.**—

(1) **STATUS AS INDIAN ORGANIZATION.**—To the extent provided in the ordinances of the Bands which established the Indian Water Authority, such Authority shall be treated as an Indian entity under Federal law with which the United States has a trust relationship.

(2) **POWER TO ENTER INTO AGREEMENTS.**—The Indian Water Authority may enter into such agreements as it may deem necessary to implement the provisions of this title and the settlement agreement.

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(3) **INVESTMENT POWER.**—Notwithstanding paragraph (1) or any other provision of law, the Indian Water Authority shall have complete discretion to invest and manage its own funds: *Provided, That the United States shall not bear any obligation or liability regarding the investment, management or use of such funds.*

(4) **LIMITATION ON SPENDING AUTHORITY.**—All funds of the Indian Water Authority which are not required for administrative or operational expenses of the Authority or to fulfill obligations of the Authority under this title, the settlement agreement, or any other agreement entered into by the Indian Water Authority shall be invested or used for economic development of the Bands, the Bands' reservation lands, and their members. Such funds may not be used for per capita payments to members of any Band.

(c) **INDIAN WATER AUTHORITY TREATED AS TRIBAL GOVERNMENT FOR CERTAIN PURPOSES.**—The Indian Water Authority shall be considered to be an Indian tribal government for purposes of section 7871(a)(4) of the Internal Revenue Code of 1986.

SEC. 108. DELEGATION OF AUTHORITY.

Contracts.

The Secretary and the Attorney General of the United States, acting on behalf of the United States, and the Bands, acting through their duly authorized governing bodies, are authorized to enter into the settlement agreement. The Secretary is authorized to enter into such agreements and to take such measures as the Secretary may deem necessary or appropriate to fulfill the provisions of this title.

SEC. 109. AUTHORITY OF THE FEDERAL ENERGY REGULATORY COMMISSION AND THE SECRETARY OF THE INTERIOR OVER POWER FACILITIES AND GOVERNMENT AND INDIAN LANDS.

(a) **POWER FACILITIES.**—Any license issued under the Act of June 10, 1920 (16 U.S.C. 791a et seq., commonly referred to as Part I of the Federal Power Act) for any part of the system that diverts the waters of the San Luis Rey River originating above the intake to the Escondido Canal—

(1) shall be subject to all of the terms, conditions, and provisions of the settlement agreement and this title; and

(2) shall not in any way interfere with, impair or affect the ability of the Bands, the local entities and the United States to implement, perform, and comply fully with all of the terms, conditions, and provisions of the settlement agreement.

(b) **INDIAN AND GOVERNMENT LANDS.**—Notwithstanding any provision of Part I of the Federal Power Act to the contrary, the Secretary is exclusively authorized, subject to subsection (c), to lease, grant rights-of-way across, or transfer title to, any Indian tribal or allotted land, or any other land subject to the authority of the Secretary, which is used, or may be useful, in connection with the operation, maintenance, repair, or replacement of the system to divert, convey, and store the waters of the San Luis Rey River originating above the intake to the Escondido Canal or the supplemental water supplied by the Secretary under this Act.

(c) **APPROVAL BY INDIAN BANDS; COMPENSATION TO INDIAN OWNERS.**—Any disposition of Indian tribal or allotted land by the Secretary under the subsection (b) shall be subject to the approval of the governing Indian Band. Any individual Indian owner or allottee

PUBLIC LAW 100-675—NOV. 17, 1988

102 STAT. 4005

whose land is disposed of by any action of the Secretary under subsection (b) shall be entitled to receive just compensation.

SEC. 110. RULES OF CONSTRUCTION.

(a) **EMINENT DOMAIN.**—No provision of this title shall be construed as authorizing the acquisition by the Federal Government of any water or power supply or any water conveyance or power transmission facility through the power of eminent domain or any other nonconsensual arrangement.

(b) **STATUS AND AUTHORITY OF INDIAN WATER AUTHORITY.**—No provision of this title shall be construed as creating any implication with respect to the status or authority which the Indian Water Authority would have under any other law or rule of law in the absence of this title.

SEC. 111. COMPLIANCE WITH BUDGET ACT.

To the extent any provision of this title provides new spending authority described in section 401(c)(2)(A) of the Congressional Budget Act of 1974, such authority shall be effective for any fiscal year only to such extent or in such amounts as are provided in advance in appropriation Acts.

TITLE II—ALL AMERICAN CANAL LINING

SEC. 201. CONGRESSIONAL FINDINGS.

Congress hereby finds and declares that:

(1) The Boulder Canyon Project Act ("Project Act") was enacted to conserve the waters of the lower Colorado River for a number of public purposes, including the storage and delivery of water for reclamation of public lands and other uses exclusively within the United States.

(2) The Secretary of the Interior ("Secretary") was authorized by the Project Act to construct what is now Hoover Dam, Lake Mead, and the All American Canal and "to contract for the storage of water in said reservoir and for the delivery thereof at such points on the river and on said canal as may be agreed upon"

(3) The Project Act provides that "no person shall have or be entitled to have the use for any purpose of the water stored as aforesaid except by contract" and in California the Secretary has entered into water delivery contracts with public agencies.

(4) The Secretary's water delivery contracts incorporate the Seven Party Agreement of August 18, 1931, under which water that is not applied to beneficial use by a California Contractor is available for use by the California Contractor with the next priority.

(5) The available supply of Colorado River water in California is insufficient to meet the priorities set forth in the Seven Party Agreement.

(6) The Secretary's water delivery contracts with the California Contractors provide that the total beneficial consumptive use under the first three priorities established in the contracts shall not exceed 3.85 million acre-feet of water per year.

(7) The rights of all California Contractors are defined by the Project Act, their contracts, and decisions and decrees of the United States Supreme Court.

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(8) The Secretary has promulgated regulations pursuant to his authority under the Project Act establishing procedures to assure that deliveries of Colorado River water to each user will not exceed those reasonably required for its beneficial use.

(9) The Secretary has constructed the All American Canal and delivers water to the Imperial Irrigation District and Coachella Valley Water District under water delivery contracts by which those districts are entitled to receive deliveries of water in amounts reasonably required for potable and irrigation purposes.

(10) Studies conducted by the Secretary show that significant quantities of water currently delivered into the All American Canal and its Coachella Branch are lost by seepage from the canals and that such losses could be reduced or eliminated by lining these canals.

SEC. 202. DEFINITIONS.

As used in this title, the term—

(1) "All American Canal Service Area" shall mean the Imperial Service Area and the Coachella Service Area as defined in the Imperial Irrigation District and Coachella Valley Water District water delivery contracts with the Secretary dated December 1, 1932, and October 14, 1934, respectively.

(2) "California Contractors" shall mean the Palo Verde Irrigation District; Imperial Irrigation District; Coachella Valley Water District; and, The Metropolitan Water District of Southern California.

(3) "Participating Contractor" shall mean a California Contractor who elects to participate in, and fund, all or a portion of the works described in section 203 of this title.

(4) "Project Act" shall mean the Boulder Canyon Project Act (45 Stat. 1057; 43 U.S.C. 617-617t).

(5) "Secretary" shall mean the Secretary of the Interior.

(6) "Seven Party Agreement" shall mean that agreement dated August 18, 1931, providing the schedule of priorities for use of the waters of the Colorado River within California as published in section 6 of the General Regulations of the Secretary of the Interior dated September 28, 1931, and incorporated in the Secretary's water delivery contracts with the California Contractors.

(7) "Works" shall mean the facilities and measures specified in section 203(a) of this title.

SEC. 203. AUTHORIZATION OF PROJECT.

(a) CANAL LINING AUTHORIZED.—The Secretary, in order to reduce the seepage of water, is authorized to—

(1) construct a new lined canal or to line the previously unlined portions of the All American Canal from the vicinity of Pilot Knob to Drop 4 and its Coachella Branch from Siphon 7 to Siphon 32, or construct seepage recovery facilities in the vicinity of Pilot Knob to Drop 4, including measures to protect public safety; and

(2) implement measures for the replacement of incidental fish and wildlife values adjacent to the canals foregone as a result of the lining of the canal or mitigation of resulting impacts on fish and wildlife resources from construction of a new canal, or a portion thereof. Such measures shall be on an acre-for-acre

Public health
and safety.

Fish and fishing.
Wildlife.

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basis, based on ecological equivalency, and shall be implemented concurrent with construction of the works. The Secretary shall make available such public lands as he deems appropriate to meet the requirements of this subsection. The Secretary is authorized to develop ground water, with a priority given to nonpotable sources, from public lands to supply water for fish and wildlife purposes.

Public lands.

(b) **OPERATION AND MAINTENANCE DETERMINATION.**—The Secretary shall determine the impact of the works on the cost of operation and maintenance and the existing regulating and storage capacity of the All American Canal and its Coachella Branch. If the works result in any added operation and maintenance costs which exceed the benefits derived from increasing the regulating and storage capacity of the canals to the Imperial Irrigation District or the Coachella Valley Water District, the Secretary shall include such costs in the funding agreement for the works.

(c) **CONSTRUCTION AND FUNDING AGREEMENT.**—The Secretary, subject to the provision of section 205 of this title, may enter into an agreement or agreements with one or more of the California Contractors for the construction or funding of all or a portion of the works authorized in subsection (a) of this section. The Secretary shall ensure that such agreement or agreements include provisions setting forth—

(1) the responsibilities of the parties to the agreement for funding and assisting with implementing all the duties of the Secretary identified in subsections (a) and (b) of this section;

(2) the obligation of the Participating Contractors to pay the additional costs identified in subsection (b) of this section as a result of the works;

(3) the procedures and requirement for approval and acceptance by the Secretary of such works, including approval of the quality of construction, measures to protect the public health and safety, mitigation or replacement, as appropriate, of fish and wildlife resources or values, and procedures for operation, maintenance, and protection of such works;

Public health and safety.

(4) the rights, responsibilities, and liabilities of each party to the agreement;

(5) the term of such agreements which shall not exceed 55 years and may be renewed if consented to by Imperial Irrigation District and Coachella Valley Water District according to their respective interests in the conserved water. If the funding agreements are not renewed, the Participating Contractors shall be compensated by the Imperial Irrigation District or the Coachella Valley Water District for their participation in the cost of the works. Such compensation shall be equal to the replacement value of the works less depreciation. Such depreciated value is to be based upon an engineering analysis by the Secretary of the remaining useful life of the works at the expiration of the funding agreements;

(6) the obligation of the Participating Contractors or the United States for repair or other corrective action which would not have occurred in the absence of the works in the case of earthquake or other acts of God;

(7) the obligation of the Participating Contractors or the United States to hold harmless Imperial Irrigation District and Coachella Valley Water District for liability to third parties

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which occurs after the Secretary accepts the works and would not have occurred in the absence of the works; and,

(8) the requirement that the remaining net obligations due the United States for construction of the All American Canal owed on the date of enactment of this Act be paid by the Participating Contractors.

(d) **TITLE TO THE WORKS.**—A Participating Contractor shall not receive title to any works constructed pursuant to this section by virtue of its participation in the funding for the works. Title to all such works shall remain with the United States. Upon completion of the works and upon request by an All American Canal Contractor (City of San Diego, Imperial Irrigation District, or Coachella Valley Water District) for transfer of title of the All American Canal, its Coachella Branch, and appurtenant structures below Syphon Drop (including the works constructed pursuant to this section), the Secretary shall, within 90 days, take such necessary action as the Secretary deems appropriate to complete transfer of title to the requesting contractor, according to the contractor's respective interest unless the Secretary determines that such transfer would impair any existing rights of other All American Canal contractors, the rights or obligations of the United States, or would inhibit the Secretary's ability to fulfill his responsibility under the Project Act or other applicable law.

(e) **AUTHORIZATION OF APPROPRIATIONS.**—

(1) No Federal funds are authorized to be appropriated to the Secretary for construction of the works described in subsection (a)(1) of this section.

(2) The Secretary is authorized to receive funds in advance from one or more Participating Contractors pursuant to the Contributed Funds Act of March 4, 1921 (41 Stat. 1401) under terms and conditions acceptable to the Secretary in order to carry out the Secretary's responsibilities under subsections (a), (b), and (c) of this section.

SEC. 204. USE OF CONSERVED WATER.

(a) **SECRETARIAL DETERMINATION.**—The Secretary shall determine the quantity of water conserved by the works and may revise such determination at reasonable intervals based on such information as the Secretary deems appropriate. Such initial determination and subsequent revision shall be made in consultation with the California Contractors.

(b) **BENEFICIAL USE IN CALIFORNIA.**—

(1) The water identified in subsection (a) of this section shall be made available, subject to the approval requirement established in section 203(c)(3), for consumptive use by California Contractors within their service areas according to their priorities under the Seven Party Agreement.

(2) If the water identified in subsection (a) of this section is used during the term of the funding agreements by (A) a California Contractor other than a Participating Contractor, or (B) by a Participating Contractor in an amount in excess of its proportionate share as measured by the amount of its contributed funds in relation to the total contributed funds, such contractor shall reimburse the Participating Contractors for the annualized amounts of their respective contributions which funded the conservation of water so used, any added costs of operation and maintenance as determined in section 203(b), and

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related mitigation costs under section 203(a)(2). Such reimbursement shall be based on the costs each Participating Contractor incurs in contributing funds and its total contribution, and the life of the works.

SEC. 205. IMPLEMENTATION.

The authorities contained in this title shall take effect upon enactment and the Secretary is authorized to proceed with all preconstruction activities. For a period not to exceed 15 months thereafter, or such additional period as the Secretary and the Imperial Irrigation District, the Coachella Valley Water District, and the Metropolitan Water District of Southern California may agree, the Secretary shall provide to the Imperial Irrigation District the opportunity to become the sole Participating Contractor for the works on the All American Canal from Pilot Knob to Drop 4, and assume all non-Federal obligations to finance the works. After the expiration of the 15-month period or any extension thereto, the Secretary is authorized to enter into agreements with the California Contractors as provided in section 203(c) of this Act.

SEC. 206. PROTECTION OF EXISTING WATER USES.

As of the effective date of this Act, any action of the Secretary to use, sell, grant, dispose, lease or provide rights-of-way across Federal public domain lands located within the All American Canal Service Area shall include the following conditions: (1) those lands within the boundary of the Imperial Irrigation District as of July 1, 1988, as shown in Imperial Irrigation District Drawing 7534, excluding Federal lands without a history of irrigation or other water using purposes; (2) those lands within the Imperial Irrigation District Service Area as shown on General Map of Imperial Irrigation District dated January 1988 (Imperial Irrigation District No. 27F 0189) with a history of irrigation or other water using purposes; and (3) those lands within the Coachella Valley Water District's Improvement District No. 1 shall have a priority for irrigation or other water using purposes over the lands benefiting from the action of the Secretary: *Provided*, That rights to use water on lands having such priority may be transferred for use on lands having a lower priority if such transfer does not deprive other lands with the higher priority of Colorado River water that can be put to reasonable and beneficial use.

SEC. 207. WATER CONSERVATION STUDY.

(a) **PREPARATION AND TRANSMITTAL.**—Any agreement entered into pursuant to section 203 between the Secretary and The Metropolitan Water District of Southern California (hereafter referred to as the "District") shall require, prior to the initiation of construction but in no case later than two years from the date of enactment of this Act, the preparation and transmittal to the Secretary by the District of a water conservation study as described in this section, together with the conclusions and recommendations of the District.

(b) **PURPOSE.**—The purpose of the study required by this section shall be the evaluation of various pricing options within the District's service area, an estimation of demand elasticity for each of the principal categories of end use of water within the District's service area, and the estimation of the quantity of water saved under the various options evaluated.

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(c) **PRICING ALTERNATIVES.**—Such study shall include a thorough evaluation of all the pricing alternatives, alone and in various combinations, that could be employed by the District, including but not limited to—

- (1) recovery of all costs through water rates;
- (2) seasonal rate differentials;
- (3) dry year surcharges;
- (4) increasing block rates; and
- (5) marginal cost pricing.

(d) **PUBLIC REVIEW AND COMMENT.**—Not less than 90 days prior to its transmittal to the Secretary, the study, together with the District's preliminary conclusions and recommendations and all supporting documentation, shall be available for public review and comment, including the transcripts of public hearings which shall be held during the course of the study. All significant comments, and the District's response thereto, shall accompany the study transmitted to the Secretary.

(e) **LIMITATION ON INITIATION OF CONSTRUCTION.**—Prior to the initiation of construction, the Secretary shall determine that the requirements of this section have been satisfied. Nothing in this section shall be deemed to authorize the Secretary to require the implementation of any policies or recommendations contained in the study.

SEC. 208. SALTON SEA NATIONAL WILDLIFE REFUGE.

Reports.

Within 90 days from the date of enactment of this title, the Secretary is directed to prepare and submit a report to the Congress which describes the current condition of habitat at the Salton Sea National Wildlife Refuge, California. The report shall also—

- (1) assess water quality conditions within the refuge;
- (2) identify actions which could be undertaken to improve habitat at the refuge;
- (3) describe the status of wildlife, including waterfowl populations, and how wildlife populations have fluctuated or otherwise changed over the past ten years; and
- (4) describe current and future water requirements of the refuge, the availability of funds for water purchases, and steps which may be necessary to acquire additional water supplies, if needed.

SEC. 209. RELATION TO RECLAMATION LAW.

No contract or agreement entered into pursuant to this title shall be deemed to be a new or amended contract for the purposes of

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section 203(a) of the Reclamation Reform Act of 1982 (Public Law 97-293, 96 Stat. 1263).

Approved November 17, 1988.

LEGISLATIVE HISTORY—S. 795:

HOUSE REPORTS: No. 100-780 (Comm. on Interior and Insular Affairs).

SENATE REPORTS: No. 100-47 and No. 100-254 (both from Select Comm. on Indian Affairs).

CONGRESSIONAL RECORD:

Vol. 133 (1987): Dec. 19, considered and passed Senate.

Vol. 134 (1988): Oct. 3, 4, considered and passed House, amended.

Oct. 19, Senate concurred in House amendment with an amendment.

Oct. 20, House concurred in Senate amendment.

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(c) INTEREST.—Section 1008(b) of title X of division C of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (112 Stat. 2681-717; 113 Stat. 1501A-310) is amended by striking paragraph (4).

SEC. 207. Beginning in fiscal year 2000 and thereafter, any amounts provided for the Newlands Water Rights Fund for purchasing and retiring water rights in the Newlands Reclamation Project shall be non-reimbursable.

SEC. 208. USE OF COLORADO-BIG THOMPSON PROJECT FACILITIES FOR NONPROJECT WATER. The Secretary of the Interior may enter into contracts with the city of Loveland, Colorado, or its Water and Power Department or any other agency, public utility, or enterprise of the city, providing for the use of facilities of the Colorado-Big Thompson Project, Colorado, under the Act of February 21, 1911 (43 U.S.C. 523), for—

(1) the impounding, storage, and carriage of nonproject water originating on the eastern slope of the Rocky Mountains for domestic, municipal, industrial, and other beneficial purposes; and

(2) the exchange of water originating on the eastern slope of the Rocky Mountains for the purposes specified in paragraph (1), using facilities associated with the Colorado-Big Thompson Project, Colorado.

SEC. 209. AMENDMENT TO IRRIGATION PROJECT CONTRACT EXTENSION ACT OF 1998. (a) Section 2(a) of the Irrigation Project Contract Extension Act of 1998, Public Law 105-293, is amended by striking the date “December 31, 2000”, and inserting in lieu thereof the date “December 31, 2003”; and

(b) Subsection 2(b) of the Irrigation Project Contract Extension Act of 1998, Public Law 105-293, is amended by—

(1) striking the phrase “not to go beyond December 31, 2001”, and inserting in lieu thereof the phrase “not to go beyond December 31, 2003”; and

(2) striking the phrase “terminates prior to December 31, 2000”, and inserting in lieu thereof “terminates prior to December 31, 2003”.

SEC. 210. Section 202 of division B, title I, chapter 2 of Public Law 106-246 is amended by adding at the end the following: “This section shall be effective through September 30, 2001.”

SEC. 211. (a) Section 106 of the San Luis Rey Indian Water Rights Settlement Act (Public Law 100-675; 102 Stat. 4000 et seq.) is amended by adding at the end the following new subsection:

“(f) REQUIREMENT TO FURNISH WATER, POWER CAPACITY, AND ENERGY.—Notwithstanding any other provision of law, in order to fulfill the trust responsibility to the Bands, the Secretary, acting through the Commissioner of Reclamation, shall permanently furnish annually the following:

“(1) WATER.—16,000 acre-feet of the water conserved by the works authorized by title II, for the benefit of the Bands and the local entities in accordance with the settlement agreement: *Provided*, That during construction of said works, the Indian Water Authority and the local entities shall receive 17 percent of any water conserved by said works up to a maximum of 16,000 acre-feet per year. The Indian Water Authority and the local entities shall pay their proportionate share of such costs as are provided by section 203(b) of title II or are agreed to by them.

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“(2) POWER CAPACITY AND ENERGY.—Beginning on the date when conserved water from the works authorized by title II first becomes available, power capacity and energy through the Yuma Arizona Area Aggregate Power Managers (Yuma Area Contractors), at no cost and at no further expense to the United States, the Indian Water Authority, the Bands, and the local entities, in amounts sufficient to convey the water conserved pursuant to paragraph (1) from Lake Havasu through the Colorado River Aqueduct and to the places of use on the Bands’ reservations or in the local entities’ service areas in accordance with the settlement agreement. The Secretary, through a coterminous exhibit to Bureau of Reclamation Contract No. 6-CU-30-P1136, shall enter into an agreement with the Yuma Area Contractors which shall provide for furnishing annually and permanently said power capacity and energy by said Yuma Area Contractors at no cost and at no further expense to the United States, the Indian Water Authority, the Bands, and the local entities. The Secretary shall authorize the Yuma Area Contractors to utilize Federal project use power provided for in Bureau of Reclamation Contracts numbered 6-CU-30-P1136, 6-CU-30-P1137, and 6-CU-30-P1138 for the full range of purposes served by the Yuma Area Contractors, including the purpose of supplying the power capacity and energy to convey the conserved water referred to in paragraph (1), for so long as the Yuma Area Contractors meet their obligation to provide sufficient power capacity and energy for the conveyance of said conserved water. If for any reason the Yuma Area Contractors do not provide said power capacity and energy for the conveyance of said conserved water, then the Secretary shall furnish said power capacity and energy annually and permanently at the lowest rate assigned to project use power within the jurisdiction of the Bureau of Reclamation in accordance with Exhibit E ‘Project Use Power’ of the Agreement between Water and Power Resources Service, Department of the Interior, and Western Area Power Administration, Department of Energy (March 26, 1980).”

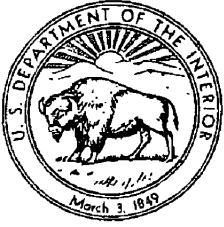
(b) Title II of the San Luis Rey Indian Water Rights Settlement Act (Public Law 100-675; 102 Stat. 4000 et seq.) is amended by adding at the end the following new section:

“SEC. 210. ANNUAL REPAYMENT INSTALLMENTS.

“During the period of planning, design, and construction of the works and during the period that the Indian Water Authority and the local entities receive up to 16,000 acre-feet of the water conserved by the works, the annual repayment installments provided in section 102(b) of the Colorado River Basin Salinity Control Act (Public Law 93-320; 88 Stat. 268) shall continue to be non-reimbursable. Nothing in this section shall affect the national obligation set forth in section 101(c) of such Act.”

SEC. 212. (a) DEFINITIONS.—For the purpose of this section, the term—

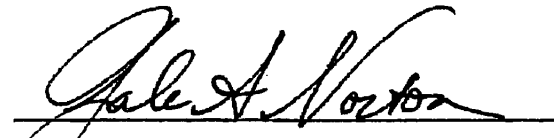
- (1) “Secretary” means the Secretary of the Interior;
- (2) “Sly Park Unit” means the Sly Park Dam and Reservoir, Camp Creek Diversion Dam and Tunnel, and conduits and canals as authorized under the American River Act of October 14, 1949 (63 Stat. 853), including those used to convey, treat,

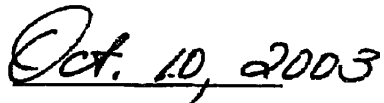


THE SECRETARY OF THE INTERIOR
WASHINGTON

Colorado River Water Delivery Agreement:
Federal Quantification Settlement Agreement
for purposes of Section 5(B) of
Interim Surplus Guidelines

Approved:


Gale A. Norton
Secretary of the Interior


Date

COLORADO RIVER WATER DELIVERY AGREEMENT

The United States by and through the Secretary of the Interior (Secretary) hereby enters into this Colorado River Water Delivery Agreement (Agreement) with the Imperial Irrigation District (IID), the Coachella Valley Water District (CVWD), The Metropolitan Water District of Southern California (MWD) (these three districts are collectively referred to herein as the Districts), and the San Diego County Water Authority (SDCWA). The Secretary, IID, CVWD, MWD and SDCWA hereby agree as follows:

RECITALS

- A. By regulations dated September 28, 1931, the Secretary incorporated the schedule of priorities provided in the Seven Party Agreement dated August 18, 1931, and established priorities One through Seven for use of the waters of the Colorado River within the State of California. The regulations were promulgated pursuant to the Boulder Canyon Project Act (BCPA) and required that contracts be entered into for the delivery of water within those priorities.
- B. The Secretary has entered into contracts with, among others, the Palo Verde Irrigation District (PVID), IID, CVWD, and MWD, for the delivery of Colorado River water pursuant to Section 5 of the BCPA (Section 5 Contracts). Under those Section 5 Contracts, PVID, IID, CVWD and MWD have certain rights to the delivery of Colorado River water, which for PVID and IID include the satisfaction of present perfected rights in accordance with Section 6 of the BCPA. MWD and CVWD also have surplus water delivery contracts with the Secretary.
- C. IID, CVWD, MWD and SDCWA have entered into agreements relating to, among other matters, their respective beneficial consumptive use of Colorado River water and desire that, for the term of this Agreement, Colorado River water be delivered by the Secretary in the manner contemplated in this Agreement.
- D. The Secretary has the authority to enter into this Agreement on behalf of the United States pursuant to the BCPA, the 1964 Decree in Arizona v. California, and other applicable authorities.

OPERATIVE TERMS

1. WATER DELIVERY CONTRACTS

- a. Priorities 1, 2, 3(b), 6(b), and 7 of current Section 5 Contracts for the delivery of Colorado River water in the State of California and Indian and miscellaneous Present Perfected Rights (PPRs) within the State of California and other existing surplus water contracts are not affected by this Agreement.

- b. The Secretary agrees to deliver Colorado River water in the manner set forth in this Agreement during the term of this Agreement. The Secretary shall cease delivering water pursuant to this Agreement at the end of the term of this Agreement; provided, however, that the Secretary's delivery commitment to the San Luis Rey Indian Water Rights Settlement Parties (SLR) shall not terminate at the end of the term but shall instead continue, pursuant to Section 106 of Public Law 100-675, 102 Stat. 4000 et seq., as amended, subject to the terms and conditions of any applicable agreement to which the Secretary is a party concerning the allocation of water to be conserved from the lining of the All-American and Coachella Canals.
- c. The Districts' respective Section 5 Contracts shall remain in full force and effect and, with this Agreement, shall govern the delivery of Colorado River water.

2. QUANTIFICATION OF PRIORITY 3(a)

- a. Except as otherwise determined under the Inadvertent Overrun and Payback Policy identified in Section 9 of this Agreement, the Secretary shall deliver Priority 3(a) Colorado River water to IID in an amount up to but not more than a consumptive use amount of 3.1 million acre-feet per year (AFY) less the amount of water equal to that to be delivered by the Secretary for the benefit of CVWD, MWD, SDCWA, SLR, and Indian and miscellaneous PPRs as set forth in Exhibits A and B hereto. Colorado River water acquired by IID after the date of this Agreement, and where necessary approved by the Secretary, shall not count against this cap.
- b. Except as otherwise determined under the Inadvertent Overrun and Payback Policy, the Secretary shall deliver Priority 3(a) Colorado River water to CVWD in an amount up to but not more than a consumptive use amount of 330,000 AFY less the amount of water equal to that to be delivered by the Secretary for the benefit of IID, MWD, SDCWA, SLR, and Indian and miscellaneous PPRs as set forth in Exhibits A and B hereto. Colorado River water acquired by CVWD in any transaction to the extent agreed upon prior to or concurrent with the execution of this Agreement by IID and MWD and, where necessary approved by the Secretary, shall not count against this cap.

3. QUANTIFICATION OF PRIORITY 6(a)

- a. Subject to any rights that PVID may have, and except as otherwise provided under the Interim Surplus Guidelines, or under the agreements contemplated by those guidelines, the Secretary shall deliver Priority 6(a) water to MWD, IID and CVWD in the following order and consumptive use volumes: (i) 38,000 AFY to MWD; (ii) 63,000 AFY to IID; and (iii) 119,000 AFY to CVWD, or as those parties may agree to occasionally forbear.
- b. Any water not used by MWD, IID or CVWD as set forth above will be available to satisfy the next listed amount in Section 3.a. above. Any additional water available for Priority 6(a) shall

be delivered by the Secretary in accordance with IID and CVWD's entitlements under their respective Section 5 Contracts in effect as of the date of this Agreement.

4. TRANSFERS AND OTHER WATER DELIVERY COMMITMENTS

- a. The Secretary shall deliver IID's Priority 3(a) entitlement for the benefit of IID and others as specified in Exhibits A and B hereto and in the amounts and to the points of delivery set forth therein.
- b. The Secretary shall deliver CVWD's Priority 3(a) entitlement for the benefit of the CVWD and others as specified in Exhibits A and B hereto and in the amounts and to the points of delivery set forth therein.
- c. At SDCWA's election, the Secretary shall deliver water made available for SDCWA's benefit as set forth in Exhibits A and B hereto to the intake facilities for the Colorado River Aqueduct and SDCWA may then exchange up to 277,700 AFY of Colorado River water with MWD at Lake Havasu.
- d. If in any given calendar year that the use of Colorado River water in accordance with Priorities 1 and 2, together with the use of Colorado River water on PVID Mesa lands in accordance with Priority 3(b), exceeds the consumptive use amount of 420,000 AFY, the Secretary will reduce the amount of water otherwise available to MWD in Priorities 4, 5 or 6(a) by the amount that such use exceeds 420,000 AFY. To the extent that the amount of water used in accordance with Priorities 1, 2 and 3(b) is less than 420,000 AFY, the Secretary shall deliver to MWD the difference.
- e.
 1. The Secretary shall deliver to CVWD at Imperial Dam the consumptive use amount of 20,000 AFY or such lesser consumptive use amount as may be requested by CVWD of Priority 3(a) Colorado River water made available to MWD under the Agreement for the Implementation of a Water Conservation Program and Use of Conserved Water between IID and MWD dated December 22, 1988, as amended.
 2. Beginning in 2048 and in each year thereafter, the Secretary shall deliver to CVWD at Imperial Dam the consumptive use amount of 50,000 AFY or such lesser consumptive use amount as may be requested by CVWD from the Colorado River water available to MWD.
 3. When requested by MWD for the purpose of satisfying an exchange obligation to CVWD under an agreement between CVWD and MWD for exchange of CVWD's State Water Project water, the Secretary shall deliver to CVWD at Imperial Dam the consumptive use amount of 135,000 AFY or such lesser amount as may be requested by MWD.

- f. CVWD may decline to take a portion of the water to be conserved by IID for CVWD. In this event, the Secretary shall instead deliver such portion of the water to IID or MWD, or to other unspecified water users provided, further, that any such delivery to an unspecified user is, where necessary, subject to Secretarial approval.
- g. Colorado River water will be made available to MWD through forbearance under the existing priority system as a result of a proposed land management program between PVID landowners and MWD. Neither IID nor CVWD will make any claim to or object to delivery to MWD of PVID program water to the extent agreed upon prior to or concurrent with the execution of this Agreement by IID and CVWD. If the transfer of PVID program water is not implemented, then IID has agreed to transfer for the benefit of MWD/SDCWA amounts necessary to meet the minimum Benchmark Quantities as set forth in Section 5(C) of the Interim Surplus Guidelines, not to exceed 145,000 AF in the aggregate.
- h. CVWD may utilize Colorado River water outside of Improvement District No. 1 to the extent consented to and agreed upon prior to or concurrent with the execution of this Agreement by IID and MWD.
- i. Notwithstanding the transfers set forth in this section and Exhibit B, IID, CVWD, MWD and SDCWA recognize and agree that at the conclusion of the effective period of the Interim Surplus Guidelines, they shall have implemented sufficient measures to be able to limit total uses of Colorado River water within California to 4.4 million AFY, unless the Secretary determines a surplus under a 70R strategy.

5. SHORTAGES

- a. The Secretary's authority under II.B.3 of the 1964 Decree in Arizona v. California is not limited in any way by this Agreement.
- b. If for any reason there is less than 3.85 million AFY available under Priorities 1, 2 and 3 during the term of this Agreement, any water which is made available by the Secretary to IID and CVWD shall be delivered to IID, CVWD, MWD, and SDCWA in accordance with the shortage sharing provisions agreed upon prior to or concurrent with the execution of this Agreement by IID, CVWD, MWD and SDCWA.

6. TERM

- a. This Agreement will become effective upon execution of this Agreement by all Parties.
- b. This Agreement will terminate on December 31, 2037, if the 1998 IID/SDCWA transfer program terminates in that year.

- c. If this Agreement does not terminate on December 31, 2037, then this Agreement will terminate on December 31, 2047 unless extended by agreement of all parties until December 31, 2077, in which case this Agreement will terminate on December 31, 2077.
- d. The Secretary's delivery commitment to the SLR and the Districts' recognition and acceptance of that delivery commitment, shall not terminate but shall instead continue, pursuant to Section 106 of Public Law 100-675, 102 Stat. 4000 et seq., as amended.

7. INTERIM SURPLUS GUIDELINES

The Secretary finds that execution of this Agreement constitutes "all required actions" that the relevant California Colorado River water contractors are required to undertake pursuant to Section 5(B) of the Interim Surplus Guidelines. Accordingly, upon execution of this Agreement by all parties, the interim surplus determinations under Sections 2(B)(1) and 2(B)(2) of the Interim Surplus Guidelines are reinstated.

8. BENCHMARKS FOR THE STATE OF CALIFORNIA'S AGRICULTURAL USE

- a. The parties to this Agreement agree to carry out the transfers identified in Section 4 above and in Exhibit A hereto in accordance with the schedule set forth in Exhibit B hereto. Nothing in this Agreement authorizes or precludes carrying out the transfers on a timetable sooner than provided in the schedule set forth in Exhibit B hereto. The transfers in the schedule set forth in Exhibit B hereto are undertaken to allow California agricultural usage (by PVID, Yuma Project Reservation Division, IID, and CVWD) plus 14,500 af of PPR use to be at or below the Benchmark Quantities as set forth in Section 5(C) of the Interim Surplus Guidelines. Nothing in this Agreement authorizes or precludes additional transfers of Colorado River water as agreed upon prior to or concurrent with the execution of this Agreement by the Districts to meet the Benchmark Quantities as set forth in Section 5(C) of the Interim Surplus Guidelines. All determinations by the Secretary with respect to this section shall be based upon Decree Accounting. Repayment of overrun amounts shall not count toward compliance with the transfers in the schedule set forth in Exhibit B hereto or toward compliance with the Benchmark Quantities set forth in Section 5(C) of the Interim Surplus Guidelines.
- b. In the event that i) the transfers are carried out as set forth in the schedule in Exhibit B hereto or additional Colorado River transfers as agreed upon prior to or concurrent with the execution of this Agreement by the Districts are carried out and ii) California's Agricultural usage plus 14,500 af of PPR use is at or below the Benchmark Quantities as set forth in Section 5(C) of the Interim Surplus Guidelines, the provisions of this subparagraph shall apply.
 - 1. Notwithstanding the provisions of the November 22, 2002 Supplement to the 2002 Annual Operating Plan, any existing overruns in calendar years 2001 and 2002 by parties to this Agreement must be repaid within an eight-year period beginning in calendar year 2004 in

accordance with the schedule attached in Exhibit C hereto, except that in the event that any Annual Operating Plan 24-Month Study indicates that a shortage will occur within months 13 through 24, any remaining balance of the 2001 and 2002 overruns shall be fully repaid during the next calendar year. Repayment of any overruns other than from calendar years 2001 and 2002 shall be pursuant to the Inadvertent Overrun and Payback Policy identified in Section 9 below.

2. The Secretary has considered the quantification of Priority 3(a) as set forth in Section 2 of this Agreement and the water transfers set forth in the schedule in Exhibit B hereto. These water transfers were developed to assist the Districts and SDCWA to meet the provisions of Section 4(i) of this Agreement and to reduce the occurrence of future reasonable and beneficial use reviews under 43 C.F.R. Pt. 417 to unique circumstances. These water transfers are based upon water conservation activities to be implemented over the term of this Agreement. For these reasons, the Secretary does not anticipate any further review of the reasonable and beneficial use of Colorado River water by IID pursuant to the annual 43 C.F.R. Pt. 417 reviews that are conducted during the initial term of this Agreement as set forth in Section 6.b. (December 31, 2037). Should the Secretary engage in any further review of the reasonable and beneficial use of Colorado River water by IID pursuant to 43 C.F.R. Pt. 417 under this Section, the Secretary will base her decision on (i) the purpose of the quantification of Priority 3(a) and the reductions and transfers set forth on Exhibit B hereto, and (ii) the implementation of the water transfers by IID as set forth in the schedule in Exhibit B, in addition to the consideration of the factors in 43 C.F.R. § 417.3

- c. Notwithstanding any other provision of this Agreement, and in addition to any applicable provisions of the Interim Surplus Guidelines, in the event that either i) the transfers are not carried out as set forth in Exhibit B hereto or additional Colorado River transfers as agreed upon prior to or concurrent with the execution of this Agreement by the Districts are not carried out, or ii) California's Agricultural usage plus 14,500 af of PPR use is above the Benchmark Quantities as set forth in Section 5(C) of the Interim Surplus Guidelines, the provisions of this subparagraph shall apply.

1. For each District that has not implemented the water transfers to which it is a party upon the agreed upon schedule as set forth in Exhibit B hereto, the Inadvertent Overrun and Payback Policy identified in Section 9 below will be immediately suspended. During suspension of the Inadvertent Overrun and Payback Policy, for previously incurred overruns, the payback period shall be as provided in the existing Inadvertent Overrun and Payback Policy were such Policy not suspended. The Inadvertent Overrun and Payback Policy will be reinstated at such time as a District has implemented the water transfers to which it is a party upon the agreed upon schedule as set forth in Exhibit B hereto.

2. Any remaining existing overruns from calendar years 2001 and 2002 by parties to this Agreement must be repaid within a three-year period.

3. In addition to any applicable provisions of the Interim Surplus Guidelines, in the event that the transfers are not implemented in accordance with Column 23 in Exhibit B hereto, MWD shall not place any order to the Secretary for any Colorado River water otherwise available pursuant to sections 2(B)(1) and 2(B)(2) as set forth in the Interim Surplus Guidelines.

4. The Secretary anticipates that a further review of the reasonable and beneficial use of Colorado River water by the Districts will be required pursuant to the annual 43 C.F.R. Pt. 417 reviews that are conducted during the initial term of this Agreement as set forth in Section 6.b. (December 31, 2037). In any such review, the Secretary will base her decision on the factors set forth in Section 8.b.2 above as well as the basis for any District's non-implementation of the transfers set forth in Exhibit B hereto, in addition to the consideration of the factors in 43 C.F.R. § 417.3

9. INADVERTENT OVERRUN AND PAYBACK POLICY

For so long as the provisions of Section 8.b of this Agreement are applied, the Secretary will not materially modify the Inadvertent Overrun and Payback Policy for a 30-year period, absent extraordinary circumstances such as significant Colorado River infrastructure failures, and subject to the provisions of Section 5 of this Agreement. In the event that extraordinary circumstances arise, the Secretary will consult with the Districts and other interested parties before initiating any material change.

10. ADDITIONAL PROVISIONS

- a. Imperial Irrigation District v. United States of America, et al., CV 0069W (JFS) (D. Cal. filed January 10, 2003) (JFS), is dismissed pursuant to Stipulation under Fed. R. Civ. P. 41(a)(1). Nothing in this Agreement shall affect the preclusive and non-preclusive effects of the Stipulation during the term of this Agreement and thereafter.
- b. Upon dismissal of Imperial Irrigation District v. United States, et al., as provided in subsection 10(a) above, the Secretary will irrevocably terminate the *de novo* "Recommendations and Determinations Authorized by 43 C.F.R. Pt. 417, Imperial Irrigation District" for 2003, and IID's water order for 2003 is approved subject to the terms of this Agreement.
- c. 1. IID, CVWD, MWD, and SDCWA do not agree on the nature or scope of rights to the delivery, use or transfer of Colorado River water within the State of California. Furthermore, the Districts and SDCWA agree not to use this Agreement or any provision hereof, as precedence for purposes of evidence, negotiation or agreement on any issue of California or federal law in any administrative, judicial or legislative proceeding, including without limitation,

any attempt by IID and SDCWA to obtain further approval of any water transaction.

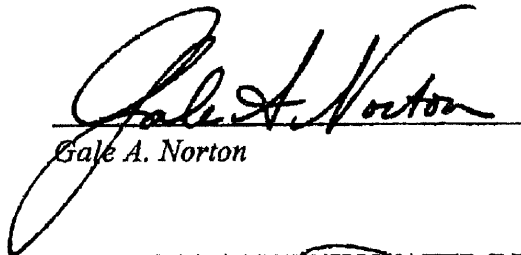
2. The terms of this Agreement do not control or apply to the nature or scope of rights to the delivery, use or transfer of Colorado River water within the State of California, except as those rights are defined and addressed in this Agreement during the term hereof.

3. By executing this Agreement, the Districts and SDCWA are not estopped from asserting in any administrative, judicial or legislative proceeding, including those involving the United States, that neither this Agreement nor any of its terms was necessary or required to effectuate the transactions contemplated herein.

4. Nothing herein waives the ability of any party to challenge the exercise of particular miscellaneous and Indian PPRs.


- d. This Agreement shall not be deemed to be a new or amended contract for the purpose of Section 203(a) of the Reclamation Reform Act of 1982 (Public Law 97-293, 93 Stat. 1263).
- e. This Agreement does not (i) guarantee or assure any water user a firm supply for any specified period, (ii) change or expand existing authorities under applicable federal law, except as specifically provided herein with respect to the Districts, (iii) address interstate distribution of water; (iv) change the apportionments made for use within individual States, (v) affect any right under the California Limitation Act (Act of March 4, 1929; Ch. 16, 48th Sess.), or any other provision of applicable federal law.
- f. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights to enforce the terms of this Agreement in any person or entity that is not a party.
- g. Each party to this Agreement represents that the person executing this Agreement on behalf of such party has full power and authority to do so, and that his/her signature is legally sufficient to bind the party on whose behalf he/she is signing.
- h. This Agreement shall remain in full force and effect according to its terms regardless of whether the Interim Surplus Guidelines are in effect or terminated.
- i. This Agreement with the United States is subject to and controlled by the Colorado River Compact of 1922.

UNITED STATES SECRETARY OF THE INTERIOR


Gale A. Norton

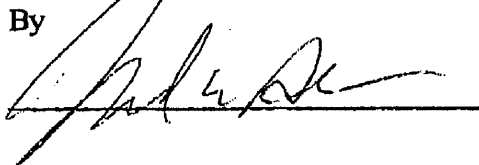
Oct. 10, 2003
Date

COACHELLA VALLEY WATER DISTRICT

By 
General Manager/Chief Engineer

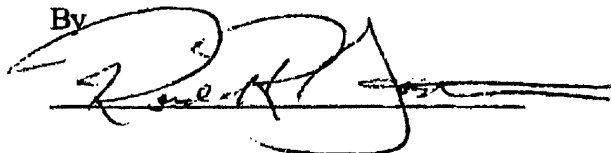
10/10/03
Date

IMPERIAL IRRIGATION DISTRICT

By 

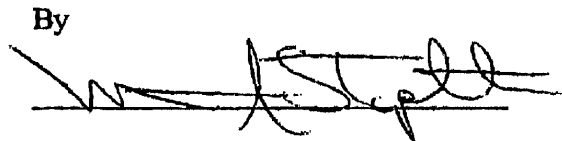
10-10-03
Date

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By 

10/10/03
Date

SAN DIEGO COUNTY WATER AUTHORITY

By 

10-10-03
Date

Exhibit A: Delivery of Priority 3(a) consumptive use entitlement to the Imperial Irrigation District and the Coachella Valley Water District

Imperial Irrigation District

The Secretary of the Interior shall deliver Imperial Irrigation District's Priority 3(a) consumptive use entitlement under this Colorado River Water Delivery Agreement, pursuant to this Exhibit A and Exhibit B hereto as follows:

Delivered to (entity):	At (point of diversion):	Amount not to exceed (af):	Notes
CVWD	Imperial Dam	103,000	---
MWD	Lake Havasu	110,000	1
SDCWA	Lake Havasu	56,200	2
SDCWA	Lake Havasu	200,000	3
SLR	<i>see note 4</i>	<i>see note 4</i>	4
Misc. & Indian PPRs	Current points of delivery	11,500	5
For benefit of MWD/SDCWA	Lake Havasu	145,000	6
IID	Imperial Dam	Remainder	---
IID's Priority 3(a) Total		3,100,000	---

Notes to Imperial Irrigation District:

1. Agreement for the Implementation of a Water Conservation Program and Use of Conserved Water, dated December 22, 1988; Approval Agreement, dated December 19, 1989. Of amount identified: up to 90,000 af to MWD and 20,000 af to CVWD.
2. Water conserved from the construction of a new lined canal parallel to the All-American Canal from Pilot Knob to Drop 3.
3. Agreement for Transfer of Conserved Water, dated April 29, 1998, as amended. As set forth in Exhibit B, delivery amounts shall be 205,000 AF in calendar year 2021 and 202,500 AF in calendar year 2022.
4. Water conserved from All-American Canal lining project and made available for benefit of San Luis Rey Settlement Parties under applicable provisions of Pub. L. No. 100-675, as amended. Quantity may vary, not to exceed 16,000 afy, as may the point of diversion, subject to the terms of the Allocation Agreement.
5. Water to be delivered to miscellaneous and Indian PPRs identified in the Decree in Arizona v. California, as supplemented. The delivery of water will be to current points of delivery unless modified in accordance with applicable law.
6. As provided in subsection 4(g) of this Agreement.

Coachella Valley Water District

The Secretary of the Interior shall deliver Coachella Valley Water District's Priority 3(a) consumptive use entitlement under this Colorado River Water Delivery Agreement pursuant to this Exhibit A and Exhibit B hereto as follows:

Delivered to (entity):	At (point of diversion):	Amount not to exceed (af):	Notes
SLR	<i>see note 1</i>	<i>see note 1</i>	1
SDCWA	Lake Havasu	21,500	2
Misc. & Indian PPR	Current points of delivery	3,000	3
CVWD	Imperial Dam	Remainder	---
Coachella Valley Water District's Priority 3(a) Total		330,000	---

Notes:

1. Water conserved from Coachella Canal lining project and made available for benefit of San Luis Rey Settlement Parties under applicable provisions of Pub. L. No. 100-675, as amended. Quantity may vary, not to exceed 16,000 afy, as may the point of diversion, subject to the terms of the Allocation Agreement.
2. Water conserved from lining the unlined portion of the Coachella Canal.
3. Water to be delivered to miscellaneous and Indian PPRs identified in the Decree in Arizona v. California, as supplemented. The delivery of water will be to current points of delivery unless modified in accordance with applicable law.

EXHIBIT B
QUANTIFICATION AND TRANSFERS¹
In Thousands of Acre-feet

Column:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23			
			IID Priority 3a											CVWD Priority 3a												
				Reductions											Reductions						Additions					
			¹ IID Priority 3a Quantified Amount	³ IID Reduction: MWD 1988 Agreement Transfer	⁴ IID Reduction: SDCWA Transfer	^{5,6} IID Reduction: AAC Lining IID, SDCWA & SLR	^{5,6} IID Reduction: SDCWA Mitigation Transfer	⁷ Intra-Priority 3 Transfer IID/CVWD	⁸ IID Reduction: MWD Transfer with Salton Sea Restoration	⁸ IID Reduction: Conditional ISG Backfill	⁹ IID Reduction: Misc. PPRs	⁹ IID Reductions: Total Amount (sum of columns 4 through 11)	¹⁰ IID Net Consumptive Use Amount (difference between column 3 and column 12)	⁴ CVWD Priority 3a Quantified Amount	⁴ CVWD Reduction: CC Lining, SDCWA & SLR	⁵ CVWD Reduction: Misc. PPRs	¹¹ CVWD Reductions: Total Amount (sum of columns 15 + 16)	⁷ Intra-Priority 3 Transfer IID/CVWD	⁷ Intra-Priority 3 Transfer MWD/CVWD	³ Intra-Priority 3 Transfer Intra-CVWD	CVWD Net Consumptive Use Amount (columns 14 - 17 plus columns 18 + 19)	Total Priority 1-3 Consumptive Use (sum of columns 2+13+20 plus 11+16)	¹² ISG Benchmarks	¹² Annual Targets		
1	2003	420	3,100	110	10	0	5	0	0	0	11.5	136.5	2,963.5	330	0	3	3	0	20	347	3,746.0	3,740	3,740			
2	2004	420	3,100	110	20	0	10	0	0	0	11.5	151.5	2,948.5	330	0	3	3	0	20	347	3,730.0		3,707			
3	2005	420	3,100	110	30	0	15	0	0	0	11.5	166.5	2,933.5	330	0	3	3	0	20	347	3,715.0		3,674			
4	2006	420	3,100	110	40	0	20	0	0	9	11.5	190.5	2,909.5	330	26	3	29	0	20	321	3,665.0	3,640	3,640			
5	2007	420	3,100	110	50	0	25	0	0	0	11.5	196.5	2,903.5	330	26	3	29	0	20	321	3,659.0		3,603			
6	2008	420	3,100	110	50	67.7	25	4	20	0	11.5	288.2	2,811.8	330	26	3	29	4	20	325	3,571.3		3,566			
7	2009	420	3,100	110	60	67.7	30	8	40	0	11.5	327.2	2,772.8	330	26	3	29	8	20	329	3,536.3	3,530	3,530			
8	2010	420	3,100	110	70	67.7	35	12	60	0	11.5	366.2	2,733.8	330	26	3	29	12	20	333	3,501.3		3,510			
9	2011	420	3,100	110	80	67.7	40	16	80	0	11.5	405.2	2,694.8	330	26	3	29	16	20	337	3,466.3		3,490			
10	2012	420	3,100	110	90	67.7	45	21	100	0	11.5	445.2	2,654.8	330	26	3	29	21	20	342	3,431.3	3,470	3,470			
11	2013	420	3,100	110	100	67.7	70	26	100	0	11.5	485.2	2,614.8	330	26	3	29	26	20	347	3,396.3		3,462			
12	2014	420	3,100	110	100	67.7	90	31	100	0	11.5	510.2	2,599.8	330	26	3	29	31	20	352	3,376.3		3,455			
13	2015	420	3,100	110	100	67.7	110	36	100	0	11.5	535.2	2,564.8	330	26	3	29	36	20	357	3,356.3		3,448			
14	2016	420	3,100	110	100	67.7	130	41	100	0	11.5	560.2	2,539.8	330	26	3	29	41	20	362	3,336.3		3,440			
15	2017	420	3,100	110	100	67.7	150	45	91	0	11.5	575.2	2,524.8	330	26	3	29	45	20	366	3,325.3					
16	2018	420	3,100	110	130	67.7	0	63	0	0	11.5	382.2	2,717.8	330	26	3	29	63	20	384	3,536.3					
17	2019	420	3,100	110	160	67.7	0	68	0	0	11.5	417.2	2,682.8	330	26	3	29	68	20	389	3,506.3					
18	2020	420	3,100	110	193	67.7	0	73	0	0	11.5	454.7	2,645.3	330	26	3	29	73	20	394	3,473.8					
19	2021	420	3,100	110	205	67.7	0	78	0	0	11.5	472.2	2,627.8	330	26	3	29	78	20	399	3,461.3					
20	2022	420	3,100	110	203	67.7	0	83	0	0	11.5	474.7	2,625.3	330	26	3	29	83	20	404	3,463.8					
21	2023	420	3,100	110	200	67.7	0	88	0	0	11.5	477.2	2,622.8	330	26	3	29	88	20	409	3,466.3					
22	2024	420	3,100	110	200	67.7	0	93	0	0	11.5	482.2	2,617.8	330	26	3	29	93	20	414	3,466.3					
23	2025	420	3,100	110	200	67.7	0	98	0	0	11.5	487.2	2,612.8	330	26	3	29	98	20	419	3,466.3					
24	2026	420	3,100	110	200	67.7	0	103	0	0	11.5	492.2	2,607.8	330	26	3	29	103	20	424	3,466.3					
25	2027	420	3,100	110	200	67.7	0	103	0	0	11.5	492.2	2,607.8	330	26	3	29	103	20	424	3,466.3					
26	2028	420	3,100	110	200	67.7	0	103	0	0	11.5	492.2	2,607.8	330	26	3	29	103	20	424	3,466.3					
	2029-2037 ¹³	420	3,100	110	200	67.7	0	103	0	0	11.5	492.2	2,607.8	330	26	3	29	103	20	424	3,466.3					
	2038-2047 ¹³	420	3,100	110	200	67.7	0	103	0	0	11.5	492.2	2,607.8	330	26	3	29	103	20	424	3,466.3					
	2048-2077 ¹⁴	420	3,100	110	200	67.7	0	100	0	0	11.5	489.2	2,610.8	330	26	3	29	100	20	421	3,466.3					

¹ Exhibit B is independent of increases and reductions as allowed under the Inadvertent Overrun and Payback Policy.

² Any higher use covered by MWD, any lesser use will produce water for MWD and help satisfy ISG Benchmarks and Annual Targets.

³ IID/MWD 1988 Conservation Program conserves up to 110,000 AFY and the amount is based upon periodic verification. Of amount conserved, up to 20,000 AFY to CVWD (column 19), which does not count toward ISG Benchmarks and Annual Targets, and remainder to MWD.

⁴ Ramp-up amounts may vary based upon construction progress, and final amounts will be determined by the Secretary pursuant to the Allocation Agreement.

⁵ Any amount identified in Exhibit B for mitigation purposes will only be from non-Colorado River sources and these amounts may be provided by exchange for Colorado River water.

⁶ Water would be transferred to MWD subject to satisfaction of certain conditions and to appropriate federal approvals. For informational purposes only, these transfers may also be subject to state approvals. Schedules are subject to adjustments with mutual consent. After 2006, these quantities will count toward the ISG Benchmarks (column 22) and Annual Targets (column 23) only if and to the extent that water is transferred into the Colorado River Aqueduct for use by MWD and/or SDCWA.

⁷ MWD can acquire if CVWD declines the water. Any water obtained by MWD will be counted as additional agricultural reduction to help satisfy the ISG Benchmarks and Annual Targets. MWD will provide CVWD 50,000 AFY of the 100,000 AFY starting in year 46.

⁸ IID has agreed to provide transfer amounts to meet the minimum ISG benchmarks, not to exceed a cumulative total of 145,000 AF. Maximum transfer amounts are 25,000 AF in 2006, 50,000 AF plus the unused amount from 2006 and 2009 in 2012. In addition to the maximum transfer amounts IID has also committed that no more than 72,500 AF of reduced inflow to the Salton Sea would result from these additional transfers.

⁹ Up to the amount shown, as agreed upon reduction to IID or CVWD to cover collectively the sum of individual Miscellaneous PPRs, federal reserved rights and decreed rights. This is a reduction that counts towards ISG Benchmarks and Annual Targets.

¹⁰ For purposes of Subparagraph 8(b)(2)(i) and (ii) and 8(c)(1) and (4) the Secretary will take into account: (i) the satisfaction of necessary conditions to certain transfers (columns 7 and 9) not within IID's control; (ii) the amounts of conserved water as determined, where such amounts may vary (columns 4, 6, 9 and 10); and (iii) with respect to column 7, reductions by IID will be considered in determining IID's compliance regardless of whether the conserved water is diverted into the Colorado River Aqueduct.

¹¹ For purposes of Subparagraph 8(c)(1) and (4) the Secretary will take into account: (i) the satisfaction of necessary conditions to certain transfers (columns 15 and 16) not within CVWD's control; and (ii) the amounts of conserved water as determined, where such amounts may vary (column 15).

¹² All-consumptive use of priorities 1 through 3 plus 14,500 AF of PPRs must be within 25,000 AF of the amount stated.

¹³ Assumes SDCWA does not elect termination in year 35.

¹⁴ Assumes SDCWA and IID mutually consent to renewal term of 30 years.

Notes:

Substitute transfers can be made provided the total volume of water to be transferred remains equal or greater than amounts shown consistent with applicable federal approvals.

The shaded columns represent amounts of water that may vary.

Exhibit C: Payback Schedule of Overruns for Calendar Years 2001 and 2002

<i>Year</i>	<i>IID</i>	<i>CVWD</i>	<i>MWD</i>	<i>Total</i>
2004	18,900	9,100	11,000	39,000
2005	18,900	9,100	11,000	39,000
2006	18,900	9,100	11,100	39,100
2007	18,900	9,100	11,100	39,100
2008	18,900	9,200	11,100	39,200
2009	18,900	9,200	11,100	39,200
2010	19,000	9,200	11,100	39,300
2011	19,000	9,200	11,100	39,300
Cumulative	151,400	73,200	88,600	313,200

Note: Each district may, at its own discretion, elect to accelerate paybacks to retire its payback obligation before the end of the eight-year period ending in calendar year 2011. Each district's payback obligation is subject to acceleration in anticipation of a shortage in the Lower Colorado River Basin as provided for in section 8(b).

PUBLIC LAW 109–103—NOV. 19, 2005

119 STAT. 2267

nonreimbursable and collected until fully repaid pursuant to the “Cleanup Program-Alternative Repayment Plan” and the “SJVDP-Alternative Repayment Plan” described in the report entitled “Repayment Report, Kesterson Reservoir Cleanup Program and San Joaquin Valley Drainage Program, February 1995”, prepared by the Department of the Interior, Bureau of Reclamation. Any future obligations of funds by the United States relating to, or providing for, drainage service or drainage studies for the San Luis Unit shall be fully reimbursable by San Luis Unit beneficiaries of such service or studies pursuant to Federal reclamation law.

SEC. 202. None of the funds appropriated or otherwise made available by this or any other Act may be used to pay the salaries and expenses of personnel to purchase or lease water in the Middle Rio Grande or the Carlsbad Projects in New Mexico unless said purchase or lease is in compliance with the purchase requirements of section 202 of Public Law 106–60.

New Mexico.

SEC. 203. (a) Section 1(a) of the Lower Colorado Water Supply Act (Public Law 99–655) is amended by adding at the end the following: “The Secretary is authorized to enter into an agreement or agreements with the city of Needles or the Imperial Irrigation District for the design and construction of the remaining stages of the Lower Colorado Water Supply Project on or after November 1, 2004, and the Secretary shall ensure that any such agreement or agreements include provisions setting forth: (1) the responsibilities of the parties to the agreement for design and construction; (2) the locations of the remaining wells, discharge pipelines, and power transmission lines; (3) the remaining design capacity of up to 5,000 acre-feet per year which is the authorized capacity less the design capacity of the first stage constructed; (4) the procedures and requirements for approval and acceptance by the Secretary of the remaining stages, including approval of the quality of construction, measures to protect the public health and safety, and procedures for protection of such stages; (5) the rights, responsibilities, and liabilities of each party to the agreement; and (6) the term of the agreement.”.

Contracts.

100 Stat. 3665.

(b) Section 2(b) of the Lower Colorado Water Supply Act (Public Law 99–655) is amended by adding at the end the following: “Subject to the demand of such users along or adjacent to the Colorado River for Project water, the Secretary is further authorized to contract with additional persons or entities who hold Boulder Canyon Project Act section 5 contracts for municipal and industrial uses within the State of California for the use or benefit of Project water under such terms as the Secretary determines will benefit the interest of Project users along the Colorado River.”.

100 Stat. 3665.

SEC. 204. Funds under this title for Drought Emergency Assistance shall be made available primarily for leasing of water for specified drought related purposes from willing lessors, in compliance with existing State laws and administered under State water priority allocation. Such leases may be entered into with an option to purchase: *Provided*, That such purchase is approved by the State in which the purchase takes place and the purchase does not cause economic harm within the State in which the purchase is made.

SEC. 205. The Secretary of the Interior, acting through the Commissioner of the Bureau of Reclamation, is authorized to enter into grants, cooperative agreements, and other agreements with irrigation or water districts and States to fund up to 50 percent

Grants.
Contracts.



United States Department of the Interior

BUREAU OF RECLAMATION

Lower Colorado Regional Office

P.O. Box 61470

Boulder City, NV 89006-1470

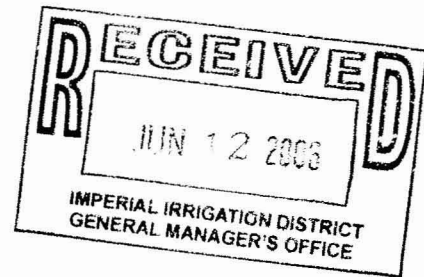


IN REPLY REFER TO:

BCOO-4440

WTR-4.00

JUN 05 2006



Mr. Charles Hosken
General Manager
Imperial Irrigation District
P.O. Box 937
Imperial, California 92251-0937

Subject: Letter Agreement for Temporary Re-regulation of Excess Colorado River Flows

Dear Mr. Hosken:

This letter serves to document the agreement between the Imperial Irrigation District (IID) and the Bureau of Reclamation regarding the temporary re-regulation of certain Colorado River flows captured at Reclamation's request and conveyed to the Salton Sea for temporary storage. We appreciate your assistance in the capture and conveyance of this water, which would otherwise flow to the Northerly International Boundary (NIB) with Mexico in excess of Treaty obligations. This Letter Agreement applies to the temporary re-regulation of Colorado River water to the extent requested by Reclamation and undertaken by IID to assist Reclamation during calendar years 2004, 2005, and 2006.

Water from Colorado River system storage spilled or released for flood control purposes, or released to fill a water order but not then diverted by an entitlement holder, might otherwise flow to the NIB in excess of Treaty obligations. Historically, when possible, this water has been subject to temporary re-regulation by Reclamation, for example when it has been captured and held in Senator Wash Reservoir. Operation of Senator Wash Reservoir has been restricted due to dam safety concerns.

The purpose of temporary re-regulation is to permit the maximum amount of water from the Colorado River system to be put to beneficial use within the United States. Temporary re-regulation is consistent with Reclamation's goal of meeting but not exceeding Treaty obligations, and is consistent with the U.S. Supreme Court Decree in Arizona v. California, the 2003 Colorado River Water Delivery Agreement (CRWDA), the Inadvertent Overrun & Payback Policy (IOPP), and the Interim Surplus Guidelines (ISG). Temporary re-regulation provides Reclamation with critical flexibility in river management. The temporary re-regulation of river flow that otherwise would flow to the NIB in excess of Treaty obligations may be effected at the request of Reclamation, but only in the event the water cannot otherwise be stored by Reclamation works or diverted by an entitlement holder in satisfaction of an existing entitlement.

In the latter part of 2004 and the early part of 2005, in response to heavy rainfall occurring in a watershed that is tributary to the lower Colorado River, Reclamation released water from Lake Havasu to protect the integrity of Parker Dam. Also, as a result of these rainstorms, water ordered by entitlement holders and released from Hoover Dam was not diverted. In an effort to prevent these releases from being lost to beneficial use within the United States as excess flows to the NIB, and in light of the current storage capacity limitation at Senator Wash Reservoir, Reclamation requested that IID capture a portion of this water and convey it to the Salton Sea. IID accommodated such requests from Reclamation in 2004 and 2005. Reclamation anticipates the possible need for additional temporary re-regulation of Colorado River water with the assistance of IID in 2006.

This Letter Agreement sets forth the understanding between Reclamation and IID relating to the temporary re-regulation of Colorado River water and the capture, conveyance, and temporary storage of this water by IID in 2004, 2005, and 2006. The parties hereto agree as follows:

1. Capture and Conveyance of Water Subject to Temporary Re-Regulation.

1.1 The quantity of Colorado River water temporarily re-regulated by Reclamation and captured, conveyed, and temporarily stored by IID at the request of Reclamation in 2004 was 15,880 acre-feet, stated as a consumptive use amount at Imperial Dam, Station 60, measured as flows at Station 1117. IID conveyed this water to the Salton Sea in 2004.

1.2 The quantity of Colorado River water temporarily re-regulated by Reclamation and captured, conveyed, and temporarily stored by IID at the request of Reclamation in 2005 was 21,476 acre-feet, stated as a consumptive use amount at Imperial Dam, Station 60, measured as flows at Station 1117. IID conveyed this water to the Salton Sea in 2005.

1.3 IID may elect to capture additional Colorado River water in 2006 and convey it to the Salton Sea after a specific request from Reclamation to assist in the temporary re-regulation of Colorado River water which might otherwise flow to the NIB in excess of Treaty obligations.

1.4 IID will compile and maintain complete and accurate records of the amount of water captured at Imperial Dam at Reclamation's request for purposes of temporary re-regulation in 2004, 2005, and 2006. These records will indicate, on a daily and monthly basis, the amount of water captured by IID at Imperial Dam, Station 60, measured as flows at Station 1117.

2. Accounting Procedures for Water Subject to Temporary Re-Regulation.

2.1 Reclamation, in its Decree accounting for 2004, 2005, and 2006, will reflect the temporary re-regulation by Reclamation of the Colorado River water subject to this Letter Agreement in a new category entitled "Water Subject to Temporary Re-regulation" and will identify the quantity of re-regulated water temporarily stored in the Salton Sea.

2.1.1 Reclamation will not reflect IID's capture, conveyance, or temporary storage of the re-regulated water as a diversion or consumptive use by IID.

2.1.2 Reclamation will not account for the re-regulated water as part of the State of California's consumptive use for that year under the Annual Operating Plan for the Colorado River System Reservoirs (AOP) or as a consumptive use under IID's Colorado River water delivery contract with the Department of the Interior.

2.1.3 Reclamation will not take the re-regulated water into account in determining water order approvals, or in determining overruns under the IOPP, or in applying the ISG. Under no circumstance will IID's capture, conveyance, or temporary storage of the re-regulated water cause IID to incur or have an overrun, or cause IID to have to repay an overrun under the IOPP.

2.2 The Colorado River water temporarily re-regulated by Reclamation through IID's assistance in 2004 will be fully restored to Lake Mead as provided herein before or during the year following the publication of the Decree Accounting Report which reflects Water Subject to Temporary Re-regulation captured in 2004. Water re-regulated in 2005 will be fully restored to Lake Mead before or during the year following the publication of the Decree Accounting Report that reflects Water Subject to Temporary Re-regulation captured in 2005. Water re-regulated in 2006 will be fully restored to Lake Mead before or during the year following the publication of the Decree Accounting Report that reflects Water Subject to Temporary Re-regulation captured in 2006.

2.2.1 In any year that Water Subject to Temporary Re-regulation is being restored to Lake Mead, and in accordance with various California agreements, IID will engage in fallowing or other means of extraordinary conservation that will leave Colorado River water in the Colorado River available for transfer to the San Diego County Water Authority (SDCWA).

2.2.2 Reclamation's Decree accounting for IID will reflect diversion and consumptive use of the water being restored to the Colorado River in the same manner that Reclamation accounts for satisfaction of the mitigation requirement in Exhibit B, column 7 of the CRWDA, when re-regulation water is not involved. Reclamation will then reflect a corresponding reduction in the outstanding volume of re-regulation water temporarily stored in the Salton Sea until exhausted.

2.2.3 IID's consumptive use of water in a year in which water is being restored to the Colorado River will be subject to the normal Decree accounting procedures applicable to consumptive use, including application of the CRWDA, the IOPP, the ISG, and the AOP.

2.2.4 The Decree accounting for each such year in which water is being restored to the Colorado River will reflect a commensurate reduction in the cumulative quantity of water temporarily stored in the Salton Sea and remaining subject to temporary re-regulation.

2.3 IID's assistance to Reclamation in the temporary re-regulation of Colorado River water is an act of extraordinary conservation that prevents water from being lost to beneficial use within the United States and ultimately results in substantial increased supplies in Lake Mead.

2.3.1 In consideration for the above benefit, Reclamation will, in the year of IID's

choosing, credit IID with an amount equal to 25 percent of the amount of re-regulated water captured as a prior satisfaction of a portion of IID's payback requirements under Exhibit C of the CRWDA.

2.3.2 IID shall not be required to conserve additional Colorado River water or to substitute non-Colorado River water in an amount equal to 25 percent of the amount of re-regulated water captured by IID to satisfy its Exhibit C payback obligation for the year in which this credit is applied.

3. Payment by the United States.

3.1 Subject to appropriations, the United States will pay IID for IID's reasonable incremental costs of capturing and conveying the re-regulated Colorado River water to the Salton Sea during calendar years 2004, 2005, and 2006. Reclamation will reimburse IID for said reasonable incremental costs pursuant to the operating agreement for Imperial Dam facilities, dated March 21, 1983, among IID, the remaining Imperial Dam Water Users, and Reclamation.

3.1.1 IID and the United States have quantified these costs to date as \$28,415.07.

3.1.2 IID will compile and maintain complete and accurate records of the reasonable incremental costs IID incurred during calendar year 2004 and 2005 and those reasonable incremental costs that IID incurs during calendar year 2006 in capturing and conveying to the Salton Sea the Colorado River water subject to temporary re-regulation under the terms of this Letter Agreement.

3.1.3 Prior to United States payment to IID of the reasonable incremental costs, IID will provide an itemized statement to the United States reflecting all charges.

3.2 Subject to appropriations, the United States further agrees to pay IID an additional amount not to exceed \$137,476.50 to compensate IID for actual liability costs incurred by IID in October and November of 2004 in connection with the conveyance of water subject to temporary re-regulation, as supported by an itemized statement to the United States reflecting payments to entities or individuals damaged or injured by the October or November 2004 conveyance by IID.

4. Liability.

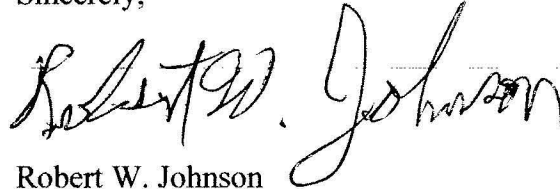
4.1 IID hereby releases and agrees that it will indemnify and hold harmless the United States and its officers, agents, employees, and successors or assigns, from every claim for damages to persons or property, direct or indirect, and of whatever nature, arising by reason of the capture and conveyance by IID of Colorado River Water Subject to Temporary Re-regulation by Reclamation under this Letter Agreement.

4.2 The United States shall be liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, as amended.

5. Term of This Letter Agreement. This Letter Agreement becomes effective upon the date of its execution by IID and will remain in effect until all terms and conditions are satisfied.

If the above provisions meet with your approval, please indicate your concurrence by signing and dating this Letter Agreement in the space provided below and having your signature attested. Please return a signed original of this letter to this office at the above address. If you have any questions or comments concerning this matter, please contact Ms. Ruth Thayer in writing or by telephone at 702-293-8426.

Sincerely,



Robert W. Johnson
Regional Director

In Duplicate

I concur with the provisions of this Letter Agreement

By: Charles J. Hosken
IID General Manager

6/13/2006
Date

Attest: gloria a Rivera

cc: Mr. Gerald R. Zimmerman
Executive Director
Colorado River Board of California
770 Fairmont Avenue, Suite 100
Glendale, California 91203-1035



IN REPLY REFER TO:

BCOO-4440
WTR-4.00

United States Department of the Interior
BUREAU OF RECLAMATION

Lower Colorado Regional Office
P.O. Box 61470
Boulder City, NV 89006-1470

JUN 05 2006



Mr. Jeffrey Kightlinger
General Manager
The Metropolitan Water District
Of Southern California
700 North Alameda Street
Los Angeles CA 90012-2944

Subject: Letter Agreement for Temporary Re-regulation of Excess Colorado River Flows

Dear Mr. Kightlinger:

This letter serves to document the agreement between The Metropolitan Water District of Southern California (MWD) and the Bureau of Reclamation regarding the temporary re-regulation of certain Colorado River flows captured at Reclamation's request and conveyed to MWD's storage facilities for temporary storage. We appreciate your assistance in the capture and conveyance of this water, which would otherwise flow to the Northerly International Boundary (NIB) with Mexico in excess of Treaty obligations. This Letter Agreement applies to the temporary re-regulation of Colorado River water to the extent requested by Reclamation and undertaken by MWD to assist Reclamation during calendar years 2005 and 2006.

Water from Colorado River system storage spilled or released for flood control purposes, or released to fill a water order but not then diverted by an entitlement holder, might otherwise flow to the NIB in excess of Treaty obligations. Historically, when possible, this water has been subject to temporary re-regulation by Reclamation, for example when it has been captured and held in Senator Wash Reservoir. Operation of Senator Wash Reservoir has been restricted due to dam safety concerns.

The purpose of temporary re-regulation is to permit the maximum amount of water from the Colorado River system to be put to beneficial use within the United States. Temporary re-regulation is consistent with Reclamation's goal of meeting but not exceeding Treaty obligations, and is consistent with the U.S. Supreme Court Decree in Arizona v. California, the 2003 Colorado River Water Delivery Agreement (CRWDA), the Inadvertent Overrun & Payback Policy (IOPP), and the Interim Surplus Guidelines (ISG). Temporary re-regulation provides Reclamation with critical flexibility in river management. The temporary re-regulation of river flow that otherwise would flow to the NIB in excess of Treaty obligations may be effected at the request of Reclamation, but only in the event the water cannot otherwise be stored by Reclamation works or diverted by an entitlement holder in satisfaction of an existing entitlement.

In the early part of 2005, in response to heavy rainfall occurring in a watershed that is tributary to the lower Colorado River, Reclamation released water from Lake Havasu to protect the integrity of Parker Dam. Also, as a result of these rainstorms, water ordered by entitlement holders and released from Hoover Dam was not diverted. In an effort to prevent these releases from being lost to beneficial use within the United States as excess flows to the NIB, and in light of the current storage capacity limitation at Senator Wash Reservoir, Reclamation requested that MWD capture a portion of this water and convey it to MWD storage facilities. MWD accommodated such a request from Reclamation in 2005 and increased its pumping level beyond what was originally planned and scheduled with Reclamation. Reclamation anticipates the possible need for additional temporary re-regulation of Colorado River water with the assistance of MWD in 2006.

This Letter Agreement sets forth the understanding between Reclamation and MWD relating to the temporary re-regulation of Colorado River water and the capture, conveyance, and temporary storage of this water by MWD in 2005 and 2006. The parties hereto agree as follows:

1. Capture and Conveyance of Water Subject to Temporary Re-Regulation.

1.1 The quantity of Colorado River water temporarily re-regulated by Reclamation and captured, conveyed, and temporarily stored by MWD at the request of Reclamation in 2005 was 21,649 acre-feet, stated as a consumptive use amount, as pumped and measured at Whitsett Intake Pumping Plant. MWD conveyed this water to MWD's storage facilities in 2005.

1.2 MWD may elect to capture additional Colorado River water in 2006 and convey it to MWD storage facilities after a specific request from Reclamation to assist in the temporary re-regulation of Colorado River water which might otherwise flow to the NIB in excess of Treaty obligations.

1.3 MWD will compile and maintain complete and accurate records of the amount of water captured from Lake Havasu at Reclamation's request for purposes of temporary re-regulation in 2005 and 2006. These records will indicate, on a daily and monthly basis, the amount of water captured by MWD from Lake Havasu, stated as a consumptive use amount as pumped and measured at Whitsett Intake Pumping Plant.

2. Accounting Procedures for Water Subject to Temporary Re-Regulation.

2.1 Reclamation, in its Decree accounting for 2005 and 2006, will reflect the temporary re-regulation by Reclamation of the Colorado River water subject to this Letter Agreement in a new category entitled "Water Subject to Temporary Re-regulation" and will identify the quantity of re-regulated water temporarily stored in MWD's facilities.

2.1.1 Reclamation will not reflect MWD's capture, conveyance, or temporary storage of the re-regulated water as a diversion or consumptive use by MWD.

2.1.2 Reclamation will not account for the re-regulated water as part of the State of California's consumptive use for that year under the Annual Operating Plan for the Colorado River System Reservoirs (AOP) or as a consumptive use under MWD's Colorado River water delivery contracts with the Department of the Interior.

2.1.3 Reclamation will not take the re-regulated water into account in determining water order approvals, or in determining overruns under the IOPP, or in applying the ISG. Under no circumstance will MWD's capture, conveyance, or temporary storage of the re-regulated water cause MWD to incur or have an overrun, or cause MWD to have to repay an overrun under the IOPP.

2.2 The Colorado River water temporarily re-regulated by Reclamation through MWD's assistance in 2005 will be fully restored to Lake Mead as provided herein before or during the year following the publication of the Decree Accounting Report which reflects Water Subject to Temporary Re-regulation captured in 2005. Water re-regulated in 2006 will be fully restored to Lake Mead before or during the year following the publication of the Decree Accounting Report which reflects Water Subject to Temporary Re-regulation captured in 2006.

2.2.1 Water Subject to Temporary Re-regulation will be fully restored to Lake Mead by satisfying MWD's approved water order first from Colorado River water subject to re-regulation and temporarily stored in MWD's facilities until that supply is fully exhausted, and then from Colorado River water delivered to the Whitsett Intake Pumping Plant.

2.2.2 Reclamation's Decree accounting will reflect a diversion and consumptive use of Colorado River water by MWD under its entitlement for both the water subject to temporary re-regulation and the water delivered to the Whitsett Intake Pumping Plant in separate categories.

2.2.3 MWD's consumptive use of the re-regulated water as part of its entitlement in that year will be subject to the normal accounting procedures applicable to consumptive use, including application of the CRWDA, the IOPP, the ISG, and the AOP.

2.2.4 The Decree accounting for each such year will reflect a commensurate reduction in the cumulative quantity of water remaining subject to temporary re-regulation.

2.3 MWD's assistance to Reclamation in the temporary re-regulation of Colorado River water is an act of extraordinary conservation that prevents water from being lost to beneficial use within the United States and ultimately results in substantial increased supplies in Lake Mead.

2.3.1 In consideration for the above benefit, Reclamation will, in the year of MWD's choosing, credit MWD with an amount equal to 25 percent of the amount of re-regulated water captured as a prior satisfaction of a portion of MWD's payback requirements under Exhibit C of the CRWDA.

2.3.2 MWD shall not be required to conserve additional Colorado River water or to substitute non-Colorado River water in an amount equal to 25 percent of the amount of re-regulated water captured by MWD to satisfy its Exhibit C payback obligation in the year in which this credit is applied.

3. Payment by the United States.

3.1 Subject to appropriations, the United States will pay MWD for MWD's reasonable incremental costs of capturing and conveying the re-regulated water to MWD's storage facilities during calendar years 2005 and 2006. Reclamation will reimburse MWD for said reasonable incremental costs, which have been identified at this time as those direct and indirect costs associated with operating eight pumps at its Colorado River Aqueduct pumping plants.

3.1.1 MWD and the United States have quantified these costs to date as \$0.00.

3.1.2 MWD will compile and maintain complete and accurate records of the reasonable incremental costs MWD incurred during calendar year 2005 and those reasonable incremental costs that MWD incurs during calendar year 2006 in capturing and conveying to MWD storage facilities Colorado River water subject to temporary re-regulation under the terms of this Letter Agreement.

3.1.3 Prior to United States payment to MWD of the reasonable incremental costs, MWD will provide an itemized statement to the United States reflecting all charges.

4. Liability.

4.1 MWD hereby releases and agrees that it will indemnify and hold harmless the United States and its officers, agents, employees, and successors or assigns, from every claim for damages to persons or property, direct or indirect, and of whatever nature, arising by reason of the capture and conveyance by MWD of Colorado River Water Subject to Temporary Re-regulation by Reclamation under this Letter Agreement.

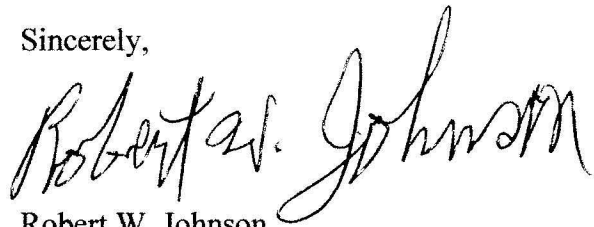
4.2 The United States shall be liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, as amended.

5. Term of This Letter Agreement. This Letter Agreement becomes effective upon the date of its execution by MWD and will remain in effect until all terms and conditions are satisfied.

If the above provisions meet with your approval, please indicate your concurrence by signing and dating this Letter Agreement in the space provided below and having your signature

attested. Please return a signed original of this letter to this office at the above address. If you have any questions or comments concerning this matter, please contact Ms. Ruth Thayer in writing or by telephone at 702-293-8426.

Sincerely,



Robert W. Johnson
Regional Director

In Duplicate

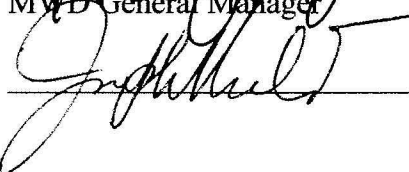
I concur with the provisions of this Letter Agreement

By:


MWD General Manager

6/14/06
Date

Attest:



cc: Mr. Gerald R. Zimmerman
Executive Director
Colorado River Board of California
770 Fairmont Avenue, Suite 100
Glendale, California 91203-1035

120 STAT. 3046

PUBLIC LAW 109-432—DEC. 20, 2006

Tahoe Basin (to be developed in conjunction with the Tahoe Regional Planning Agency), the Carson Range in Douglas and Washoe Counties and Carson City in the State, and the Spring Mountains in the State, that are—

“(I) subject to approval by the Secretary; and
“(II) not more than 10 years in duration;”;

and

(B) by inserting after subparagraph (C) the following:
“(D) TRANSFER REQUIREMENT.—Subject to such terms and conditions as the Secretary may prescribe, and notwithstanding any other provision of law—

“(i) for amounts that have been authorized for expenditure under subparagraph (A)(iv) but not transferred as of the date of enactment of this subparagraph, the Secretary shall, not later than 60 days after a request for funds from the applicable unit of local government or regional governmental entity, transfer to the applicable unit of local government or regional governmental entity the amount authorized for the expenditure; and

“(ii) for expenditures authorized under subparagraph (A)(iv) that are approved by the Secretary, the Secretary shall, not later than 60 days after a request for funds from the applicable unit of local government or regional governmental entity, transfer to the applicable unit of local government or regional governmental entity the amount approved for expenditure.”;

(2) by adding at the end the following:

“(4) LIMITATION FOR WASHOE COUNTY.—Until December 31, 2011, Washoe County shall be eligible to nominate for expenditure amounts to acquire land (not to exceed 250 acres) and develop 1 regional park and natural area.”.

Subtitle I—Amendments to the Lincoln County Conservation, Recreation, and Development Act of 2004

SEC. 391. DISPOSITION OF PROCEEDS.

Section 103(b)(2) of the Lincoln County Conservation, Recreation, and Development Act of 2004 (Public Law 108-424; 118 Stat. 2405) is amended by inserting “education, planning,” after “social services,”.

Subtitle J—All American Canal Projects

SEC. 395. ALL AMERICAN CANAL LINING PROJECT.

(a) DUTIES OF THE SECRETARY.—Notwithstanding any other provision of law, upon the date of enactment of this Act, the Secretary shall, without delay, carry out the All American Canal Lining Project identified—

(1) as the preferred alternative in the record of decision for that project, dated July 29, 1994; and

(2) in the allocation agreement allocating water from the All American Canal Lining Project, entered into as of October 10, 2003.

(b) DUTIES OF COMMISSIONER OF RECLAMATION.—

(1) IN GENERAL.—Subject to paragraph (2), if a State conducts a review or study of the implications of the All American Canal Lining Project as carried out under subsection (a), upon request from the Governor of the State, the Commissioner of Reclamation shall cooperate with the State, to the extent practicable, in carrying out the review or study.

(2) RESTRICTION OF DELAY.—A review or study conducted by a State under paragraph (1) shall not delay the carrying out by the Secretary of the All American Canal Lining Project.

SEC. 396. REGULATED STORAGE WATER FACILITY.

(a) CONSTRUCTION, OPERATION, AND MAINTENANCE OF FACILITY.—Notwithstanding any other provision of law, upon the date of enactment of this Act, the Secretary shall, without delay, pursuant to the Act of January 1, 1927 (44 Stat. 1010, chapter 47) (commonly known as the “River and Harbor Act of 1927”), as amended, design and provide for the construction, operation, and maintenance of a regulated water storage facility (including all incidental works that are reasonably necessary to operate the storage facility) to provide additional storage capacity to reduce nonstorable flows on the Colorado River below Parker Dam.

(b) LOCATION OF FACILITY.—The storage facility (including all incidental works) described in subsection (a) shall be located at or near the All American Canal.

SEC. 397. APPLICATION OF LAW.

Mexico.

The Treaty between the United States of America and Mexico relating to the utilization of waters of the Colorado and Tijuana Rivers and of the Rio Grande, and supplementary protocol signed November 14, 1944, signed at Washington February 3, 1944 (59 Stat. 1219) is the exclusive authority for identifying, considering, analyzing, or addressing impacts occurring outside the boundary of the United States of works constructed, acquired, or used within the territorial limits of the United States.

TITLE IV—OTHER PROVISIONS

SEC. 401. TOBACCO PERSONAL USE QUANTITY EXCEPTION TO NOT APPLY TO DELIVERY SALES.

(a) DEFINITIONS.—Section 801 of the Tariff Act of 1930 (19 U.S.C. 1681) is amended by adding at the end the following:

“(3) DELIVERY SALE.—The term ‘delivery sale’ means any sale of cigarettes or a smokeless tobacco product to a consumer if—

“(A) the consumer submits the order for such sale by means of a telephone or other method of voice transmission, the mail, or the Internet or other online service, or the seller is otherwise not in the physical presence of the buyer when the request for purchase or order is made; or

“(B) the cigarettes or smokeless tobacco product is delivered by use of a common carrier, private delivery service, or the mail, or the seller is not in the physical

Contract No. 02-XX-30-W0406

STORAGE AND INTERSTATE RELEASE AGREEMENT

among

The United States of America, acting through the Secretary of the Interior; the Arizona Water Banking Authority; the Southern Nevada Water Authority; and the Colorado River Commission of Nevada

WITNESSETH, THAT:

Recitals

- A. The Secretary of the United States Department of the Interior (Secretary) in 43 CFR 414.3(c) authorized the United States Bureau of Reclamation, Lower Colorado Region, to execute and administer this Storage and Interstate Release Agreement (Agreement) on behalf of the United States. References to the Secretary in this Agreement include the United States Bureau of Reclamation, Lower Colorado Region.
- B. The Arizona Water Banking Authority (AWBA) is expressly authorized by A.R.S. § 45-2401 *et seq.* to enter into Storage and Interstate Release Agreements and develop Intentionally Created Unused Apportionment (ICUA). 43 CFR 414.2(1).
- C. The Southern Nevada Water Authority (SNWA) is a Nevada joint powers agency and political subdivision of the State of Nevada, created by agreement dated July 25, 1991, as amended November 17, 1994, and January 1, 1996, pursuant to N.R.S. §§ 277.074 and 277.120. SNWA is authorized by N.R.S. § 538.186 to enter into this Agreement and, pursuant to its contract issued under section 5 of the Boulder Canyon Project Act of 1928, SNWA has the right to divert ICUA released by the Secretary for use within the State of Nevada pursuant to Article II(B)(6) of the Decree in *Arizona v. California*, 376 U.S. 340, 343 (1964).
- D. The Colorado River Commission of the State of Nevada (CRCN) is an agency of the State of Nevada, authorized generally by N.R.S. §§ 538.041 through 538.251. CRCN is authorized by N.R.S. § 538.186 to enter into this Agreement. CRCN, in furtherance of the State of Nevada's responsibility to promote the health and welfare of its people in Colorado River matters, enters into this Agreement to facilitate the banking of Colorado River water, the creation of Long-term Storage Credits and the establishment and maintenance of a Long-term Storage Account for SNWA.
- E. On July 3, 2001, AWBA, SNWA, and CRCN entered into an Agreement for Interstate Water Banking for the purpose of creating a program of interstate banking of Colorado River water in Arizona for the benefit of SNWA. Under this program, AWBA will

1 acquire and store mainstream Colorado River water in Arizona, creating Long-term
2 Storage Credits to be held for SNWA in an account established with ADWR, and at
3 a later date recover the Long-term Storage Credits and exchange the recovered water
4 with Colorado River water users in Arizona to develop ICUA.
5

6 F. The Boulder Canyon Project Act and Article II(B)(6) of the Decree, taken together,
7 authorize the Secretary to release unused Arizona apportionment for use in Nevada.
8 Pursuant to such authority and for the purpose of increasing the efficiency, flexibility,
9 and certainty of Colorado River management and thereby helping satisfy the regional
10 water demands that exist in the area served by SNWA, the Secretary promulgated
11 regulations (43 CFR Part 414) to establish a procedural framework for facilitating
12 interstate off-stream banking transactions, including a commitment by the Secretary
13 to release ICUA as a part of such transactions, consistent with those regulations.
14

15 G. ICUA released under this Agreement will provide SNWA with a supplemental water
16 supply that is critical to the economy, health and safety of the area served by SNWA
17 pending the development of other long-term sources of water supply.
18

19 NOW THEREFORE, in consideration of the mutual covenants herein contained, the
20 Secretary, AWBA, SNWA, and CRCN hereby agree as follows:
21

22 **Article 1**

23 **Definitions and Term**

24
25 1.1 Definitions. The following terms shall have the meaning defined here. All defined terms
26 shall be identified by initial letter capitalization.
27

28 1.1.1 "ADWR" shall mean the Arizona Department of Water Resources.
29

30 1.1.2 "Agreement" shall mean this Storage and Interstate Release Agreement.
31

32 1.1.3 "Agreement for Development of Intentionally Created Unused Apportionment"
33 shall mean that agreement between AWBA and the Central Arizona Water
34 Conservation District dated December 18, 2002.
35

36 1.1.4 "Agreement for Interstate Water Banking" shall mean that agreement among
37 AWBA, SNWA and CRCN dated July 3, 2001.
38

39 1.1.5 "AWBA" shall mean the Arizona Water Banking Authority.
40

41 1.1.6 "AWBA Plan of Operation" shall mean the plan by which AWBA shall operate
42 during the Year as defined in A.R.S. § 45-2456.
43

- 1.1.7 “Basin States” shall mean the Colorado River Basin States of Arizona, California, Colorado, Nevada, New Mexico, Wyoming, and Utah.
- 1.1.8 “CAP” shall mean the Central Arizona Project, as authorized by the Colorado River Basin Project Act, 43 U.S.C. § 1501 *et seq.*
- 1.1.9 “CAWCD” shall mean the Central Arizona Water Conservation District.
- 1.1.10 “CRCN” shall mean the Colorado River Commission of Nevada.
- 1.1.11 “Decree” shall mean the Decree entered by the United States Supreme Court in *Arizona v. California*, 376 U.S. 340 (1964), as supplemented or amended.
- 1.1.12 “Entitlement Holder” shall mean a holder of an authorization to beneficially use Colorado River water pursuant to (i) the Decree; (ii) a water delivery contract with the United States through the Secretary; or (iii) a reservation of water from the Secretary.
- 1.1.13 “ICUA” shall mean Intentionally Created Unused Apportionment as that term is defined in 43 CFR 414.
- 1.1.14 “Long-term Storage Credit” shall mean Long-term Storage Credit as defined in A.R.S. § 45-802.01.
- 1.1.15 “SNWA” shall mean the Southern Nevada Water Authority.
- 1.1.16 “SNWA Interstate Account” shall mean the Long-term Storage Credit Sub-account established by AWBA with ADWR under the terms of this Agreement and the Agreement for Interstate Water Banking.
- 1.1.17 “Storage Facility” or “Storage Facilities” shall mean an Underground Storage Facility or a Groundwater Savings Facility as those terms are defined in A.R.S. § 45-802.01. “Storage facilities” do not presently include facilities constructed or financed by the United States.
- 1.1.18 “Water Stored “ means the amount of Long-term Storage Credits properly credited to the SNWA Interstate Account under applicable Arizona law and the Agreement for Interstate Water Banking. The amount of “Water Stored” under this agreement will always be less than the amount of water diverted for storage.
- 1.1.19 “Year” shall mean calendar year.

1.2 Term of the Agreement

This Agreement shall commence on the date of execution by all parties and shall continue until June 1, 2050, or until termination of the Agreement for Interstate Water Banking, whichever is sooner.

Article 2
Water Available for Storage

2.1 Colorado River water available for storage for purposes of this Agreement shall be within either (i) the State of Arizona's basic or surplus apportionment, apportioned to the State of Arizona under Articles II(B)(1) or II(B)(2) of the Decree; or (ii) the State of Nevada's unused basic or surplus apportionment, apportioned to the State of Nevada under Articles II(B)(1) and II(B)(2) of the Decree and released to the State of Arizona under Article II(B)(6) of the Decree.

2.2 Colorado River water apportioned to the State of Nevada under Articles II(B)(1) and II(B)(2) of the Decree may be used for storage in the State of Arizona under this Agreement in accordance with 43 CFR 414.3(a)(3) only if the following conditions are met:

2.2.1 The Secretary has decided that such unused Nevada apportionment shall be released for Consumptive Use within Arizona under Article II(B)(6) of the Decree.

2.2.2 The AWBA has agreed that it will accept delivery of such water and store it for the benefit of SNWA in accordance with the terms of the Agreement for Interstate Water Banking.

2.3 Before any water is diverted from the Colorado River for storage under this Agreement, it shall first be offered to all Entitlement Holders within Arizona for diversion within their entitlements for purposes other than interstate transactions as provided in 43 CFR 414.3(a)(2).

2.4 The water available for storage shall be diverted from the Colorado River and delivered to Storage Facilities by CAWCD, utilizing CAP facilities constructed by the United States.

Article 3
Storage Facilities and Accrual of Long-term Storage Credits

3.1 AWBA shall store water for the benefit of SNWA pursuant to the Agreement for Interstate Water Banking. All water shall be stored within the State of Arizona in the Storage Facilities for which AWBA has or then has storage agreements.

CFR 414.3(a)(1). A listing of the potential Storage Facilities to be utilized is provided in the AWBA storage facilities inventory dated March 1, 1997. Additional storage facilities may be needed for Arizona use. If such facilities are permitted by ADWR and developed by Arizona entities, and if AWBA chooses to use those Storage Facilities for interstate banking, AWBA shall update the 1997 Facility Inventory to include those additional facilities. If the 1997 Facility Inventory is updated, unused storage capacity at those additional facilities may be used for interstate water banking.

3.2 The Storage Facilities utilized in each Year shall be identified in the AWBA Plan of Operation.

3.2.1 The AWBA Plan of Operation may be modified in accordance with A.R.S. § 45-2456 subject to the provisions of the Agreement for Interstate Water Banking.

3.2.2 AWBA shall notify the Secretary in writing of any change in the AWBA Plan of Operation that may affect the amount or location of water to be stored under the Agreement for Interstate Water Banking.

3.3 AWBA shall establish a Long-term Storage Sub-Account with ADWR entitled the "SNWA Interstate Account." AWBA shall manage the SNWA Interstate Account so as to accommodate the storage and recovery of water for the benefit of SNWA in the manner provided in this Agreement and the Agreement for Interstate Water Banking. AWBA shall ensure that ADWR timely and properly credits or debits the SNWA Interstate Account with the correct number of Long-term Storage Credits under applicable Arizona law for each Year. AWBA shall ensure that the Year-end balance of Long-term Storage Credits in the SNWA Interstate Account is correct.

3.3.1 Except as provided in sub-articles 3.3.2 and 3.3.3, SNWA shall not be entitled to the storage of water under this Agreement or the assignment of existing Long-term Storage Credits pursuant to sub-article 3.3.4 to the extent such storage or assignment would result in Long-term Storage Credits credited to the SNWA Interstate Account in excess of 200,000 acre-feet in any Year, or in excess of 1,200,000 acre-feet over the entire period of this Agreement.

3.3.2 SNWA shall be entitled to all Long-term Storage Credits held by CAWCD for SNWA on the effective date of this Agreement that were developed pursuant to a demonstration project developed by CAWCD in 1992 and modified in 1994 to test the feasibility of underground storage of Colorado River water supplies and subsequently transferred to AWBA for credit to the SNWA Interstate Account. The 50,000 acre-feet of Long-term Storage Credits transferred to AWBA under this sub-article shall not be counted for purposes

- 1 of determining whether either of the limitations specified in sub-article 3.3.1
2 has been exceeded.
3
- 4 3.3.3 During the term of this Agreement, AWBA may cause the assignment of
5 Long-term Storage Credits into and out of the SNWA Interstate Account by
6 notifying ADWR of such assignment. If an equal number of Long-term
7 Storage Credits are transferred into and out of the SNWA Interstate Account
8 in a single transaction with ADWR, then the transaction shall not be counted
9 for purposes of determining whether either of the limitations specified in sub-
10 article 3.3.1 has been exceeded.
11
- 12 3.3.4 During the term of this Agreement, Long-term Storage Credits may be
13 assigned to AWBA for credit to the SNWA Interstate Account for purposes of
14 increasing the number of Long-term Storage Credits available to SNWA. Any
15 such assignment must have the consent of AWBA. If Long-term Storage
16 Credits are assigned to AWBA for credit to the SNWA Interstate Account
17 under this sub-article, those credits shall be counted for purposes of
18 determining compliance with both of the limitations specified in sub-
19 article 3.3.1.
20
- 21 3.4 The provisions of this sub-article 3.4 shall govern reports by AWBA to the Secretary
22 and incorporation of the AWBA reports into the Secretary's accounting under Article
23 V of the Decree.
24
- 25 3.4.1 By December 31 of each Year, AWBA shall provide the Secretary with an
26 estimate of the Long-term Storage Credits to be developed for and credited
27 to the SNWA Interstate Account in the following Year. AWBA shall update that
28 estimate monthly during the course of the Year and provide a final estimate
29 at the end of that Year. The estimate and updates are to be considered
30 provisional until AWBA makes its final annual accounting to the Secretary by
31 September 1 of the Year following the Year of the development of the Long-
32 term Storage Credits.
33
- 34 3.4.2 AWBA shall prepare and submit to the Secretary and the States of Arizona,
35 California, and Nevada by September 1 of each Year a final verified
36 accounting for the prior Year of: (i) the beginning balance of Long-term
37 Storage Credits in the SNWA Interstate Account; (ii) the amount of Colorado
38 River water diverted from the mainstream for the purpose of interstate water
39 banking in that year, and the amount of Water Stored resulting from that
40 diversion; (iii) any Long-term Storage Credits properly assigned and
41 transferred to or from the SNWA Interstate Account under sub-articles 3.3.2,
42 3.3.3, or 3.3.4; (iv) any Long-term Storage Credits assigned from the SNWA
43 Interstate Account during that Year under sub-article 5.8; (v) the net Long-term

- 1 Storage Credits in the SNWA Interstate Account at the end of the Year; and
2 (vi) the cumulative amount of Long-term Storage Credits properly credited to
3 the SNWA Interstate Account for purposes of determining compliance with the
4 1,200,000 maximum credit accrual specified in sub-article 3.3.1.
5
- 6 3.4.3 Submission by AWBA of a report in compliance with sub-article 3.4.2 shall
7 constitute compliance with the requirements of 43 CFR § 414.4(a) as it is in
8 effect on the date of execution of this Agreement.
9
- 10 3.4.4 The Secretary shall include a supplement in the Secretary's annual Article V
11 Decree accounting report titled "Water Diverted and Stored in Arizona for the
12 Benefit of SNWA."
13
- 14 3.4.4.1 The Secretary will account for the water that is diverted by CAWCD
15 for storage by AWBA as a consumptive use in the State of Arizona
16 for the year in which it is diverted and stored.
17
- 18 3.4.4.2 The Secretary will account for the diversion and consumptive use of
19 ICUA by SNWA as a consumptive use in the State of Nevada of
20 unused apportionment of the State of Arizona made available by the
21 Secretary under Article II(B)(6) of the Decree for use by SNWA in
22 accordance with the terms of this Agreement.
23
- 24 3.4.4.3 The supplement shall reflect as Water Stored, expressed in terms of
25 acre-feet, the provisional Long-term Storage Credits identified in the
26 AWBA reports submitted pursuant to sub-article 3.4.1 and shall
27 identify these as provisional estimates for informational purposes
28 only. The supplement shall also reflect as Water Stored the verified
29 Long-term Storage Credits identified in the AWBA final verified
30 accounting submitted pursuant to sub-article 3.4.2 subject to such
31 review of the underlying books and records as the Secretary deems
32 appropriate.
33
- 34 3.4.5 All records of AWBA concerning the amount of Water Stored in that Year,
35 including all records used by AWBA to prepare the final verified accounting,
36 shall be available for inspection by the Secretary.
37
- 38 3.5 Accrual of Long-term Storage Credits in the SNWA Interstate Account at certain
39 Storage Facilities does not mean that those Long-term Storage Credits will be
40 recovered at those same Storage Facilities. Recovery of Long-term Storage Credits
41 shall be in accordance with the Agreement for Interstate Water Banking, the
42 Agreement for Development of Intentionally Created Unused Apportionment, and
43 applicable Arizona law.

Article 4

Development of Intentionally Created Unused Apportionment

- 4.1 AWBA shall develop ICUA for the benefit of SNWA in accordance with the provisions of this Agreement, the Agreement for Interstate Water Banking, and the Agreement for Development of Intentionally Created Unused Apportionment. All actions that AWBA takes to develop ICUA shall be consistent with the laws of the State of Arizona.
- 4.2 AWBA shall only use means to develop ICUA under this Agreement that have been approved by the Secretary. Two such approved means are the recovery and exchange method and the credit exchange method. AWBA may also use any other means of developing ICUA during the term of this Agreement provided such means comply with CFR Part 414 and are first approved by the Secretary.
- 4.2.1 The recovery and exchange method requires that Long-term Storage Credits in the SNWA Interstate Account be recovered and the recovered water exchanged for Colorado River water that would otherwise have been delivered through the CAP in that Year. The Long-term Storage credits may be recovered by CAWCD or by another entity scheduled to receive water from CAWCD in the Year of recovery.
- 4.2.2 The credit exchange method requires that Long-term Storage Credits in the SNWA Interstate Account be exchanged for Colorado River water that would otherwise have been delivered through the CAP for underground storage in that Year. The recipient of the credits shall be an entity scheduled to receive water from CAWCD for purposes of underground storage in the Year of recovery.
- 4.3. AWBA shall prepare an Interstate Recovery Schedule in accordance with the terms of the Agreement for the Development of Intentionally Created Unused Apportionment and the Agreement for Interstate Water Banking. AWBA shall meet and confer with the Bureau of Reclamation in the preparation of the Interstate Recovery Schedule. ICUA shall not exceed 100,000 acre-feet in any Year under this Agreement.
- 4.4 The Interstate Recovery Schedule shall set forth the means by which AWBA intends to create ICUA.
- 4.4.1 If AWBA intends to create ICUA using the recovery and exchange method, then the Interstate Recovery Schedule shall demonstrate that there is sufficient recovery capacity to recover the necessary Long-term Storage Credits from the SNWA Interstate Account and shall describe how the credits will be recovered and delivered through the CAP or how the credits will be recovered by individual CAP customers in lieu of their scheduled CAP deliveries.

4.4.2 If AWBA intends to create ICUA using the credit exchange method, then the Interstate Recovery Schedule shall demonstrate that CAWCD has received sufficient orders for the delivery of Colorado River water for underground storage and shall identify the entity or entities accepting the transfer of Long-term Storage Credits in lieu of the delivery of Colorado River water.

4.4.3 If AWBA intends to create ICUA using another method approved by the Secretary, after consultation with the Governors' representatives of the Basin States, then the Interstate Recovery Schedule shall include such information as required by the Secretary for that method.

4.5 AWBA shall require that any Agreement for Development of Intentionally Created Unused Apportionment contain a provision requiring CAWCD to accept Long-term Storage Credits from the SNWA Interstate Account in exchange for Colorado River water that would have otherwise been diverted into the CAP by CAWCD and to reduce its consumptive use of Colorado River water in accordance with that exchange. The Agreement for Development of Intentionally Created Unused Apportionment shall allow CAWCD to meet all scheduled deliveries to Indian contractors, CAWCD subcontractors and other CAP water users, through a combination of Colorado River water and recovered Long-term Storage Credits.

4.6 AWBA shall require that any Agreement for Development of Intentionally Created Unused Apportionment also provide that any Long-term Storage Credits accepted by CAWCD pursuant to this Article 4 shall be accounted for by CAWCD as water diverted from the Colorado River for purposes of determining the amount of water that CAWCD may lawfully divert from the Colorado River in the Year of development of ICUA.

4.7 In any Year that SNWA anticipates requesting the release of ICUA under sub-article 5.1, SNWA shall, by June 1, make a preliminary request to the AWBA for the development of ICUA in accordance with the terms of the Agreement for Interstate Water Banking. Such preliminary request shall be in writing and shall specify the quantity of the requested ICUA. A copy of such preliminary request shall be provided to the Secretary at the same time that it is made to AWBA.

4.8 By December 1 of any year in which SNWA has made a request for development of ICUA in the following Year under the Agreement for Interstate Water Banking, AWBA shall prepare and deliver to Secretary three certifications: (i) a Development of ICUA Certification; (ii) an Interstate Recovery Schedule Certification; and (iii) an Upcoming Year Delivery Certification. These three certifications may be combined in a single document.

4.8.1 The Development of ICUA Certification shall certify: (i) that sufficient Long-term Storage Credits exist in the SNWA Interstate Account to support the

development of the requested ICUA; (ii) that ICUA will be developed in the upcoming Year in an amount equal to the request using an approved means; (iii) that such ICUA otherwise would not exist; and (iv) that the notice under sub-Article 4.11 has been given. The Development of ICUA Certification shall request that the Secretary release the ICUA for use in Nevada pursuant to Article II(B)(6) of the Decree and this Agreement.

4.8.2 The Interstate Recovery Schedule Certification shall state that the Interstate Recovery Schedule has been prepared after consultation with the Bureau of Reclamation and that the Interstate Recovery Schedule sets forth the means by which AWBA intends to develop ICUA utilizing Long-term Storage Credits in the SNWA Interstate Account and the quantity of ICUA the AWBA intends to develop. The Interstate Recovery Schedule Certification shall certify that the contractual commitments by CAWCD necessary to develop ICUA remain in full force and effect and that CAWCD will reduce its consumptive use of Colorado River water in the amount of the requested ICUA. A copy of the Interstate Recovery Schedule shall be included with the Interstate Recovery Schedule Certification. The Secretary shall provide a copy of the Interstate Recovery Schedule and the Interstate Recovery Certification to the Governors' representatives of the Basin States.

4.8.3 The Delivery Certification shall indicate the amount of water ordered by CAWCD for the following Year and quantify how that order will be satisfied with diversions from the Colorado River and Long-term Storage Credits from the SNWA Interstate Account. The Delivery Certification shall state that Arizona's consumptive use of Colorado River water will be decreased in the following Year by a quantity sufficient to develop the requested ICUA.

4.9 Once AWBA certifies to the Secretary that ICUA will be developed during the Year of release, AWBA shall take all actions necessary in the following Year to ensure that ICUA is developed in accordance with such certifications.

4.10 In years in which the Secretary has determined a shortage under Article II(B)(3) of the Decree, AWBA's obligation to develop ICUA shall be limited as provided in the Agreement for Interstate Water Banking.

4.11 AWBA shall give notice to Entitlement Holders in Arizona, including Indian Tribes, that SNWA has requested the development of ICUA. The notice shall state which means permitted under this Article will be used to develop ICUA. Whether and what opportunities exist for Entitlement Holders in Arizona, including Indian Tribes, to develop ICUA will depend upon the means selected. The notice shall identify any opportunities for Entitlement Holders in Arizona, including Indian Tribes, to participate in the development of ICUA associated with the particular means selected. AWBA

shall provide this notice by first class mail to Entitlement Holders in Arizona, or by such other means as are acceptable to the Secretary.

4.12 By April 1 of the Year after ICUA is developed, AWBA shall submit to the Secretary a report documenting how ICUA was created and confirming that the amount of ICUA set forth in the Interstate Recovery Schedule was developed.

4.13 The Secretary shall, as he or she deems appropriate, review books and records in accordance with sub-article 6.6 to ensure that ICUA was developed and, in the event of a discrepancy shall require AWBA to repay to Lake Mead storage as set forth in sub-article 4.14.

4.14 If AWBA does not create ICUA as required under this Article, AWBA shall create ICUA in another Year to repay to Lake Mead storage the amount of ICUA consumptively used by SNWA but not created by AWBA. The Secretary, in addition to any other remedy available, may seek a court order requiring AWBA to do so. The Year of repayment shall be at the discretion of the Secretary, but shall not be more than three years after the year in which the shortfall occurred.

Article 5

Release of Intentionally Created Unused Apportionment

5.1 SNWA shall make a written request of the Secretary for the release of ICUA for consumptive use in the State of Nevada. A request for a release of ICUA shall be made by September 15 of the current Year, or an earlier date as reasonably required in writing by the Secretary, for a release of ICUA in the following Year. The request shall specify the quantity of ICUA to be released by the Secretary and shall certify that SNWA has mailed, first class postage paid, a copy of the request to the States of Nevada, Arizona, and California by providing copies to CRCN, the Arizona Department of Water Resources and the Colorado River Board of California. A copy of the request shall be provided to AWBA. To make a proper and timely request, SNWA must be in compliance with the terms of the Agreement for Interstate Water Banking and must have made a preliminary request to the AWBA to develop ICUA under sub-article 4.7.

5.2 The request for the development of ICUA by SNWA shall be incorporated into the Secretary's Annual Operating Plan for the Colorado River. The Annual Operating Plan shall state that, upon proper certification, the Secretary intends to release that quantity of ICUA to SNWA under Article II(B)(6) of the Decree in accordance with the terms of this Agreement.

5.3 Release of ICUA under this Agreement for diversion by SNWA shall operate under 43 CFR Part 414.3(f), Anticipatory Release of ICUA, as provided in this article. The

Secretary shall not release ICUA in excess of 100,000 acre-feet in any Year or in excess of the 1,250,000 acre-feet over the entire period of this Agreement. The amount of 1,250,000 acre-feet consists of the 1,200,000 acre-feet maximum credit accrual developed under the Agreement for Interstate Water Banking and the 50,000 acre-feet credit accrual developed pursuant to the demonstration underground storage project referenced in sub-article 3.3.2.

5.4 By December 20 of the current Year, following receipt of a proper and timely request for release of ICUA under sub-Article 5.1, the Secretary shall determine whether AWBA has elected a means for developing ICUA approved under Article 4 and whether all necessary actions required by 43 CFR Part 414 have been taken. For purposes of this Agreement, all necessary actions are those actions expressly enumerated in 43 CFR Part 414, as amplified by this Agreement.

5.4.1 The Secretary shall determine whether the certifications made by AWBA meet the requirements under sub-article 4.8. Upon so determining, the Secretary shall issue a notice of determination that shall release for diversion that quantity of ICUA so certified for consumptive use in the State of Nevada. The release of ICUA under this sub-article shall be effective as of January 1 of the following Year.

5.4.2 If the Secretary determines that the proper certifications have not been made under sub-article 4.8, or that all necessary actions under 43 CFR Part 414 have not been taken, the notice of determination shall (i) specify which certifications or necessary actions are deficient and the nature of the deficiency; (ii) specify the extent to which such deficiencies preclude the release of ICUA requested by SNWA for consumptive use in Nevada effective as of January 1 of the following Year; and (iii) determine whether any quantity of ICUA is available for release in the following year. If a quantity of ICUA is available for release under (iii), the notice shall release that quantity of ICUA to SNWA for consumptive use in the State of Nevada, effective on January 1 of the following year.

5.4.3 Any portion of ICUA not released in the notice of determination made by the Secretary under this sub-article shall be released for diversion by the Secretary on such date as the Secretary determines that the stated deficiencies have been cured.

5.5 The Secretary shall provide notice of the determination under sub-article 5.4 on or before December 20 of the current Year. If the Secretary fails to provide written notice of a determination required by sub-Article 5.4 by December 20, SNWA may seek judicial relief and shall be deemed to have exhausted any applicable administrative remedy and shall be free to seek any remedies available to it under applicable law.

- 1 5.6 ICUA shall be released to SNWA only in the Year and to the extent that ICUA is
2 developed by AWBA, or for an anticipatory release, will be developed by AWBA as
3 certified to the Secretary in accordance with Article 4.7, by reducing Colorado River
4 water use within the State of Arizona.
5
- 6 5.7 Once the Secretary has determined that ICUA will be released to SNWA under sub-
7 article 5.4, such ICUA shall not be available for release to any Entitlement Holder in the
8 States of Arizona or California in that Year.
9
- 10 5.8 In any Year in which the Secretary has released ICUA to SNWA under this Article 5,
11 AWBA shall cause the assignment of Long-term Storage Credits from the SNWA
12 Interstate Account in accordance with the Interstate Recovery Schedule. By
13 December 31 of that Year, AWBA shall ensure that all assignments from the SNWA
14 Interstate Account have been made and properly debited by ADWR.
15
- 16 5.9 The amount of ICUA released for consumptive use in Nevada effective January 1 of
17 any Year shall not be subject to reduction unless:
18
- 19 5.9.1 SNWA requests that AWBA cease development of ICUA under the terms of
20 the Agreement for Interstate Water Banking; and
21
- 22 5.9.2 AWBA certifies to the Secretary that, pursuant to a SNWA request, a specific
23 quantity of Long-term Storage Credits will not be recovered or exchanged for
24 Colorado River water pursuant to an SNWA request.
25
- 26 5.10 ICUA that has been developed by the AWBA and released by the Secretary for
27 diversion by SNWA in a particular Year but not diverted by SNWA for consumptive use
28 in that Year may not be carried forward and diverted by SNWA in any succeeding Year.
29
- 30 5.11 The Secretary shall release ICUA developed by AWBA in accordance with the request
31 of the SNWA, the terms of this Agreement, the determination of the Secretary under
32 sub-article 5.4 of this Agreement, the Boulder Canyon Project Act, Article II(B)(6) of the
33 Decree and all other applicable Federal laws and executive orders.
34

35 **Article 6**
36 **General Provisions**
37

- 38 6.1 Upon execution of this Agreement and annually thereafter, SNWA shall pay an annual
39 administration fee of two thousand dollars (\$2,000.00) to cover the United States'
40 costs to perform the routine tasks necessary to administer this Agreement. The initial
41 annual administration fee shall be pro-rated on the basis of one hundred sixty six
42 dollars and sixty seven cents (\$166.67) per month for the first year, payable upon

1 execution of this Agreement. Thereafter, the fee for each subsequent year shall be due
2 on January 1.

3
4 6.2 The Secretary reserves the right at intervals of five (5) years, beginning five (5) years
5 after the date of execution of this Agreement, to reexamine the annual administration
6 fee and to revise the fee after three (3) months' advance written notice and after
7 consultation with SNWA if the Secretary determines that a different charge is
8 necessary to cover the United States' costs to perform the tasks described in this
9 Agreement. Upon SNWA's written request, the Secretary shall provide SNWA with a
10 detailed cost analysis supporting the adjustment to the annual administration fee.

11
12 6.3 The annual administration fee shall cover, but is not limited to, the costs for the
13 following tasks routinely performed by the Secretary:

14
15 6.3.1 Determining when unused Nevada apportionment is available for release for
16 consumptive use within Arizona pursuant to Article II(B)(6) of the Decree for
17 purposes of storage pursuant to this Agreement and releasing that unused
18 apportionment;

19
20 6.3.2 Reviewing records prepared by AWBA and SNWA pursuant to sub-article 3.4
21 and preparing and maintaining records to supplement the Article V Decree
22 accounting report;

23
24 6.3.3 Reviewing AWBA's notices of opportunities for Colorado River water users
25 in Arizona to participate in the development of ICUA;

26
27 6.3.4 Reviewing certifications from AWBA that ICUA has been or will be
28 developed;

29
30 6.3.5 Determining that all necessary actions have been taken to implement 43 CFR
31 414; and

32
33 6.3.6 Reviewing SNWA's requests for release of ICUA and scheduling delivery of
34 ICUA to SNWA.

35
36 6.4 The Secretary recognizes that the Decree must be enforced fairly with respect to all
37 Entitlement Holders. Excess diversion by an Entitlement Holder that is not
38 participating in a Storage and Interstate Release Agreement other than through the
39 CAP facilities cannot be offset by reducing diversions to another Entitlement Holder
40 for the sole reason that the latter Entitlement Holder is participating in a Storage and
41 Interstate Release Agreement.

- 1 6.5 In the event any inconsistency is found between this Agreement and the Agreement for
2 Interstate Water Banking, as initially executed and as it may be amended, regarding
3 the rights and obligations as between AWBA and SNWA, the provisions of this
4 Agreement shall control. No agreement to which the Secretary is not a party shall be
5 construed as altering the rights and obligations as between the Secretary and the other
6 parties to this Agreement.
7
- 8 6.6 The records of any party to this Agreement that relate to the storage and recovery of
9 water, including the development and verification of Long-term Storage Credits, and
10 the creation, release and use of ICUA shall be open to inspection by any other party.
11 AWBA shall require that any Agreement for Development of Intentionally Created
12 Unused Apportionment with CAWCD provide that the records of CAWCD relating to
13 the development of ICUA shall be open to reasonable inspection by any party to this
14 Agreement.
15
- 16 6.7 The provisions of this sub-article shall govern enforcement of this Agreement.
17
- 18 6.7.1 Time is of the essence in the performance of this Agreement.
19
- 20 6.7.2 The parties recognize and acknowledge that the availability of ICUA as
21 provided in this Agreement is a critical alternative municipal water supply for
22 SNWA while other longer-term sources of supply are being developed; that
23 in planning to meet the needs of the area it serves, SNWA will rely on ICUA
24 being available to it as provided in this Agreement; that accordingly the
25 release of ICUA as provided in Article 5 is critical to the economy, health and
26 safety of the area served by SNWA; that the release of ICUA as provided in
27 this Agreement presents a unique opportunity for SNWA to obtain additional
28 Colorado River water under the Decree; and that, for these reasons, among
29 others, the water resources to be released as ICUA for use in Nevada are
30 unique and not susceptible to replacement by SNWA.
31
- 32 6.8 The expenditure or advance of any money or the performance of any obligation of the
33 United States under this Agreement shall be contingent on appropriation or allotment
34 of funds. No liability shall accrue to the United States in case funds are not
35 appropriated or allotted. Absence of appropriation or allotment of funds shall not
36 relieve AWBA, SNWA, or CRCN from any obligation under this Agreement.
37
- 38 6.9 No member of or Delegate to Congress, Resident Commissioner, or official of AWBA,
39 SNWA, or CRCN shall benefit from this Agreement other than as a water user or
40 landowner in the same manner as other water users or landowners.
41
- 42 6.10 The parties to this Agreement shall indemnify the United States, its employees, agents,
43 subcontractors, successors, or assignees from loss or claims for damages and from

1 liability to persons or property, direct or indirect, and loss or claim of any nature
2 whatsoever arising by reason of actions taken by non-Federal parties to this
3 Agreement.
4

5 6.11 The parties to this Agreement are hereby notified of Arizona Revised Statutes section
6 38-511.
7

8 6.12 The parties to this Agreement recognize and acknowledge that this Agreement is a
9 contract executed pursuant to Federal Reclamation law, including the provisions of 43
10 U.S.C. § 390uu.
11

12 6.13 This Agreement shall not constitute approval by the Secretary of any other agreement
13 or water delivery program.
14

15 6.14 Nothing in this Agreement affects the rights of any Colorado River Entitlement Holder.
16

17 6.15 No party to this Agreement shall be considered to be in default in the performance of
18 any obligations under this Agreement when a failure of performance shall be due to
19 uncontrollable forces. The term "uncontrollable force" shall mean any cause beyond the
20 control of the party unable to perform such obligation, including but not limited to failure
21 or threat of failure of facilities, flood, earthquake, storm, fire, lightning, and other natural
22 catastrophes, epidemic, war, civil disturbance or disobedience, strike, labor dispute,
23 labor or material shortage, sabotage, restraint by order of a court or regulatory agency
24 of competent jurisdiction, and action or non-action by, or failure to obtain the necessary
25 authorizations or approvals from, a Federal governmental agency or authority, which
26 by exercise of due diligence and foresight such party could not reasonably have been
27 expected to overcome. Nothing contained herein shall be construed to require any
28 party to settle any strike or labor dispute in which it is involved.
29

30 6.16 Non-Federal parties to this Agreement may assign their interest in this Agreement, in
31 whole or in part, to other authorized entities, subject to the approval of all other parties
32 to this Agreement.
33

34 6.17 The Secretary does not warrant the quality of water released or delivered under
35 this Agreement. The United States is not liable for damages of any kind resulting from
36 water quality problems and the United States has no obligation to construct or furnish
37 water treatment facilities to maintain or improve water quality except as may otherwise
38 be provided in relevant Federal law.
39

Article 7
Notices

7.1 Notices and Requests

7.1.1 All notices and requests required or allowed under the terms of this Agreement shall be in writing and shall be mailed first class postage paid to the following entities at the following addresses:

AWBA:

Arizona Water Banking Authority
500 North Third Street
Phoenix, Arizona 85004
Attn: Manager

SNWA:

Southern Nevada Water Authority
1001 S. Valley View Boulevard
Las Vegas, Nevada 89153
Attn: General Manager

CRCN:

Colorado River Commission of Nevada
555 E. Washington Avenue, Suite 3100
Las Vegas, Nevada 89101
Attn: Director

Secretary:

U.S. Department of the Interior
Bureau of Reclamation
Lower Colorado Regional Office
P.O. Box 61470
Boulder City, Nevada 89006
Attn: Regional Director

The State of Arizona:

Arizona Department of Water Resources
500 North 3rd Street
Phoenix, Arizona 85004
Attn: Director

1 The State of California:

2 Colorado River Board of California
3 770 Fairmont Avenue, Suite 100
4 Glendale, California 91203-1035
5 Attn: Executive Director
6

7 The State of Nevada:

8 Colorado River Commission of Nevada
9 555 E. Washington Avenue, Suite 3100
10 Las Vegas, Nevada 89101
11 Attn: Director
12

13 7.1.2 Any party may, at any time, change its mailing address by notice to the other
14 parties.
15

16 7.2 Notices and Requests by Facsimile
17

18 7.2.1 Notices and requests may be given by facsimile among AWBA, SNWA,
19 CRCN and the Secretary in lieu of first class mail as provided in sub-
20 article 7.1. Such facsimiles shall be deemed complete upon a receipt from
21 sender's facsimile machine indicating that the transmission was satisfactorily
22 completed and after phone communication with administrative offices of the
23 recipient notifying the recipient that a facsimile has been sent.
24

25 AWBA Facsimile Number 602-417-2401

26 SNWA Facsimile Number 702-258-3951

27 CRCN Facsimile Number 702-486-2695

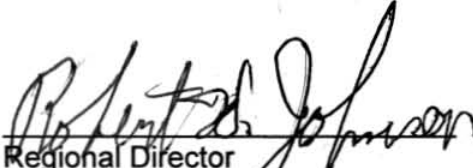
28 Secretary Facsimile Number 702-293-8042
29
30

31 7.2.2 Any party may, at any time, change its facsimile number by notice to the other
32 parties.
33
34
35
36

1 In Witness of this Agreement, the Parties affix their official signatures below,
2 acknowledging execution of this document on the 18th day of DECEMBER, 2002.


3
4 Legal Review and Approval: **THE UNITED STATES OF AMERICA**

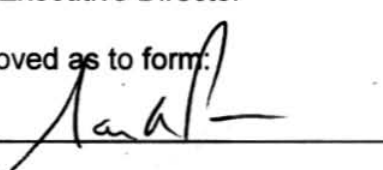
5
6
7
8 By: 
9 Field Solicitor
10 Phoenix, Arizona

By: 
Regional Director
Lower Colorado Region
Bureau of Reclamation

11
12
13 **STATE OF NEVADA, acting through its**
14 **COLORADO RIVER COMMISSION**

15 Attest:
16
17 By: 
18 Executive Director

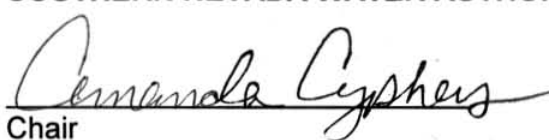
By: 
Chair


19
20 Approved as to form:
21
22 By: 

Title: Sr Deputy AG.

23
24
25 **THE SOUTHERN NEVADA WATER AUTHORITY**

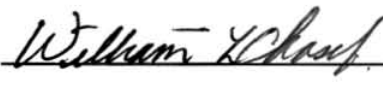
26 Attest:
27
28 By: 
29 General Manager

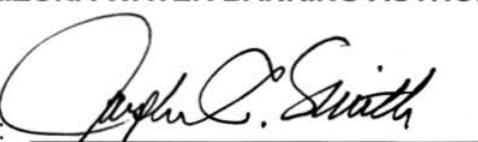
By: 
Chair

30
31 Approved as to form:
32
33 By: 

Title: Deputy Counsel

34
35 **ARIZONA WATER BANKING AUTHORITY**

36
37 Attest:
38
39 By: 
40
41 Title: Secretary

By: 
Chair

