

Adm 329

WATER RESOURCES CENTER ARCHIVES  
UNIVERSITY OF CALIFORNIA  
BERKELEY, CALIFORNIA

AGREEMENT OF OCTOBER 23, 1918  
Providing for the  
EXTENSION OF IMPERIAL CANAL TO THE LAGUNA DAM  
and  
COMMITTING THE IMPERIAL IRRIGATION DISTRICT TO THE CONSTRUCTION  
of an  
ALL-AMERICAN CANAL

Contract (Draft of Aug. 1, 1918)

This agreement, made the 23rd day of October, A.D., 1918, by and between the United States of America acting in this behalf by Franklin K. Lane, Secretary of the Interior, hereinafter styled the United States, party of the first part, and the Imperial Irrigation District, a corporation duly organized and existing under and by virtue of the laws of the State of California, hereinafter styled the district, party of the second part,

Witnesseth:

2. Whereas, in connection with the Yuma project, Arizona-California, under the provisions of the reclamation act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto, and particularly section 25 of the act of April 21, 1904 (33 Stat., 224), the United States Reclamation Service has constructed on the Colorado River a dam known as the Laguna Dam and certain auxiliary works, situate about 10 miles northeast of Yuma, Ariz., together with a main supply canal extending from said dam southwesterly to a point known as Siphon Drop, situate in section 10, Township 16 south, range 22 east, S.B.M.; and

3. Whereas under the aforesaid act of Congress the United States contemplates the reclamation of 120,000 acres of irrigable land, more or less, under the Yuma project with water from Colorado River diverted at Laguna Dam, and the district desires to change its point of diversion and secure the right to divert water at said dam for the

irrigation of all irrigable land within the boundaries of the district; and

4. Whereas the district is authorized under chapter 160 of the Statutes of California, 1917, page 243, to contract with the United States for a supply of water for irrigation:

5. Now, therefore, in consideration of the mutual covenants and agreements to be kept and performed and considerations to be paid, as hereinafter provided, it is hereby agreed as follows, to wit:

6. That immediately on the execution of this contract the district shall proceed with diligence to secure data, which, together with other available data and data to be gathered under the existing cooperative contract dated February 16, 1918, will constitute a complete detailed survey with specifications and estimates of cost of the following:

(a) All necessary works and structures for the diversion of water from the Colorado River at Laguna Dam, thence through said existing main canal of the Yuma project, and sufficient enlargement and modification, including such works or devices as the Secretary of the Interior may require for the purpose of maintaining as near as may be the efficiency of the desilting and sluicing works at Laguna Dam, as such efficiency would be were the Yuma project fully developed, to divert and carry all water needed by the district for the irrigation of its lands above referred to, without impairing the utilization of said Laguna Dam, main canal, and auxiliary works to the full extent necessary to irrigate the Yuma project when fully developed.

(b) A main canal entirely within the United States, with all necessary appurtenant structures for the practical operation thereof, of

sufficient capacity and proper construction to irrigate all lands in Imperial County, State of California, susceptible of economic irrigation from said canal. Such canal to connect with said main canal of the United States at a point described as Siphon Drop, and thence to connect with the canal system of said district in the United States upon the line located and approved, as provided by the terms of the cooperative contract of February 16, 1918, above referred to.

7. Upon the approval by the Secretary of the Interior of the said survey, specifications, and estimates, district will provide for beginning and carrying to completion with due diligence, at the cost of the district, the work of construction and installation at the Laguna Dam and on the main canal, described in and contemplated by this agreement, and the district shall provide proper pecuniary support for the same in advance, in a manner satisfactory to the Secretary of the Interior. All such work shall be carried on in such manner as not to interfere with the proper operation of the Yuma project by the United States, and the district will promptly carry out any measures required by the United States or its authorized agents to avoid or relieve any interference with the delivery of water to the Yuma project during and due to such construction, and will save the United States harmless as to any claims for damages that may be presented by reason thereof.

8. All work of construction and installation, and the materials used therein, shall at all times be subject to the approval of the Secretary of the Interior, and be under the supervision and inspection of his authorized agents and engineers, to the end that the works shall conform strictly with said surveys and specifications, and such modification thereof as the Secretary of the Interior may approve in writing. In case

any of said works are constructed under contract made by the district and are not in accordance with said surveys and specifications, the secretary may, at his option, replace such unsatisfactory construction work at the expense of the district, or stop said work of construction or cancel this contract, or resort to any other lawful remedy, and the decision of the Secretary of the Interior whether said surveys and specifications or modifications thereof have been complied with shall be final and conclusive. The district shall make complete detailed progress reports of the said construction work upon demand of the Secretary of the Interior. The cost of the inspection on the part of the United States provided by this section shall be paid by the district to the United States upon demand.

9. For the right to use the Laguna Dam, the main canal, and appurtenant structures, and divert water, as herein provided, the district agrees to pay to the United States the sum of \$1,600,000 in 20 installments, the first of which shall become due and payable December 31, 1918, and subsequent installments annually thereafter. The first four installments shall each be 2 per cent., the next two installments each 4 per cent., and the next fourteen each 6 per cent., of the total amount. Upon failure of the district to make any such payment at the time and in the amount specified, then all rights under this contract shall be at an end, and all payments theretofore made shall become forfeited to the United States as liquidated damages; and as a further consideration for entering into this contract on the part of the United States, the district hereby releases and relinquishes any and all claims whatsoever for said moneys or any portion thereof so forfeited and paid as liquidated damages: Provided, That the Secretary of the Interior may in his discretion extend the time for any such payment upon the payment

of seven per cent interest in advance.

10. Subject to the provisions of the Reclamation Act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto, the United States shall have and retain perpetually the title to and the complete control, operations, and management of said Laguna Dam, auxiliary works, and enlarged main canal from the dam to and including the Siphon Drop with appurtenant structures as enlarged, including the diversion works at Siphon Drop for the diversion and delivery of water to the Yuma project and the District. The District shall pay to the United States, quarterly, on demand, April 1, July 1, October 1, and December 31, its proportionate share of the cost of operation and maintenance of said dam, auxiliary works, and enlarged main canal for the preceding quarter, such payment by the District to bear the same ratio to the total cost of such operation and maintenance as the amount of water received by the District at the point of delivery to the District's canal at Siphon Drop bears to the total amount of water carried in said main canal at that point plus the amount of water diverted from the canal above the Siphon Drop for use on the Yuma project lands; provided, that such desilting works as may be necessary to as nearly as may be maintain the efficiency of the desilting works at Laguna Dam, as such efficiency would be were the Yuma project fully developed, shall be borne by Imperial Irrigation District. Such extraordinary expense, if any, shall be determined by the Secretary of the Interior. If the District fails to pay to the United States within thirty (30) days after rendition of bill, all operation and maintenance charges as determined by the

Secretary of the Interior as they become due, the Secretary of the Interior, in addition to any other remedy which may be available to him for recovery of such charges, is authorized to shut off water from the intake of the District until such time as all sums due have been paid, with interest thereon at the rate of seven per cent per annum, from rendition of bill.

11. The United States reserves the right to arrange for the connection with and use of Laguna Dam on such terms as the Secretary of the Interior may deem expedient, by any other irrigation enterprise, district, corporation, or individual; also of the headworks and main canal and other governmentally constructed works and works constructed jointly by these parties, after proper enlargement and modification, on terms herein stipulated, without, however impairing the utilization of said dam, canal, and other works to the extent necessary to irrigate the lands within the boundaries of Imperial Irrigation District.

12. The United States reserves the right to develop power with the water in the enlarged main canal down to and including Siphon Drop. All other power possibilities in the main canal down to and including some convenient power site near Pilot Knob shall be developed by the United States to the extent deemed expedient by the Secretary of the Interior, at the joint expense and for the joint benefit of the Yuma project and the Imperial Irrigation District as herein provided. The apportionment of the cost of canal and headworks alterations and enlargement, and of canal extension from the Laguna Dam to the site selected for power development near Pilot Knob, shall be made to the United States (for the Yuma project) and to the Imperial Irrigation District, in the proportion that 2,000 second-feet bears to the total

canal enlargement less 2,000 second-feet. The cost of constructing power plants, transmission lines and other power plant accessories shall be also apportioned to Yuma project and the District, respectively, in the ratio that 8500 water horse power bears to the aggregate water horse power capacity of the plant installed.

The operation and maintenance of any such power plant or plants constructed for joint benefit and the sales of power therefrom shall be under the control of the Secretary of the Interior, and charges for commercial power shall be upon rules adopted by the Secretary of the Interior applying equally to both valleys. Such power as in the judgment of the Secretary of the Interior is necessary for pumping and other operation and maintenance purposes shall be delivered to the Yuma project and to the Imperial Irrigation District at the cost of development thereof, plus 10 per cent, said cost to include interest at 5 per cent per annum on the capital invested in power plants, transmission lines, and power plant accessories, and also a proportional part of the headworks and canal enlargement from Laguna Dam to Pilot Knob, determined by the relation 2,000 second-feet bears to the total enlarged canal capacity and reasonable depreciation as may be determined by the Secretary of the Interior. The preference right to purchase power developed at the price herein specified shall be given over other uses of power, to the requirements of the Yuma project (limited to an area not exceeding 120,000 acres) for power to be used in pumping irrigation water. The profits from power sales or power leases shall be divided between the Yuma project and the Imperial Irrigation District in the proportion of their respective investments in power plants, transmission lines, and power plant accessories, and in the canal and headworks alterations,, canal enlargements, and canal extension

from the Laguna Dam to and including the power house site near Pilot Knob, to be determined by the Secretary. In case capacity be also provided by enlargement for the irrigation of lands in the United States outside of the Imperial Irrigation District, then the cost of enlargement computed as above as chargeable to the Imperial Irrigation District shall be borne by such District and such other lands in the ratio of their respective irrigable acreages. The cost of any works used jointly by several irrigation enterprises below the point near Pilot Knob where power is developed shall be apportioned equitably by the Secretary of the Interior. No water shall be diverted for power purposes from such main canal below Siphon Drop at any time when such water shall be required for irrigation of land being irrigated therefrom in Imperial County. Laguna Dam herein provided for is to be constructed as a part of an all-American canal, which the District hereby agrees to build at as early a date as possible and within reasonable time; and when the District shall have completed said all-American canal, it shall have the right to drop water at some other point than the vicinity of Pilot Knob for power development, and in this event agrees to place at the disposal of the United States at Pilot Knob, or some other point to be agreed upon, such power in addition to that generated at Pilot Knob as in the judgment of the Secretary of the Interior is necessary for pumping and other irrigation operation and maintenance purposes at the Yuma project or any auxiliary thereof, not in excess of 85000 water horse power in the aggregate, at the cost of development thereof at the power house, plus 10 per cent, said cost to include interest at 5 per cent and reasonable depreciation as determined by the Secretary of the Interior. All power development

operation and maintenance of power plants on the all-American canal, and sales of power, shall be under the control of the Secretary of the Interior, and charges for commercial power shall be upon rules adopted by the Secretary of the Interior, applying equally to both Imperial and Yuma Valleys. The profits from commercial power shall be divided between the Imperial Irrigation District and the Yuma project in ratio of their respective investments in power, including the enlargements, alterations, and extensions of the headworks and main canal down to and including the power house site near Pilot Knob, plus investments in the power plants, power house, transmission lines, and other accessories. In dividing profits, the District shall be credited with the net revenue from the amount of power by which the total power output is increased by the all-American canal west of Pilot Knob, which shall be determined by the Secretary of the Interior. Power delivered to Imperial Irrigation District for pumping and other irrigation operation and maintenance purposes shall be delivered on the same terms as power delivered to the Yuma project for said purposes.

14. It is understood and agreed that the Secretary of the Interior shall control the division of water and shall divert for use of the Yuma project or any auxiliary thereof as heretofore or hereafter undertaken by the United States within the present boundaries of the United States and not exceeding 120,000 acres, sufficient water to secure the permanent and economical reclamation thereof, not exceeding, however, one-quarter of the water in the river above Laguna Dam. The foregoing applies only to the natural flow of the Colorado River, and not to storage water, which shall be delivered to the party entitled thereto.

The United States makes no guaranty or representation as to the quantity of water that may be available without storage for delivery to the District under this contract, and shall not be responsible for failure to deliver water under this contract caused by insufficient supply of water in the Colorado River, hostile diversion or drought, interruption made necessary by repairs, nor on account of any valid order or decree of a competent court; nor for any damages by floods, acts of hostility, or unavoidable circumstances, nor for loss of crops or other damage caused by non-delivery of water.

15. It is understood and agreed that the District shall have the right at any time to extend its boundaries within the United States and water additional lands upon payment of same amount per acre as irrigable lands in present Imperial Irrigation District are to pay under terms of this contract. This right to be also available on same conditions to Yuma project, additional to one hundred twenty thousand acres herein mentioned. All proceeds from payments on account of initial connection charges assessed to and collected from such new lands shall be used under the direction of the Secretary of the Interior for the construction of storage works for the benefit of the lands contributing.

16. This contract shall not become effective until the same shall have been duly ratified and confirmed in accordance with law, by a vote of the people of the Imperial Irrigation District, and unless it shall be so ratified within six months from the date of execution hereof by the Secretary of the Interior, it shall become void and of no further effect.

17. In case of failure on the part of the District to pre-

vide for beginning the work of enlargement of the Yuma main canal within two years from the date hereof, the Secretary of the Interior shall have the right to abrogate this contract.

18. No Member of, or Delegate to Congress, or Resident Commissioner after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat., L. 1109).

IN WITNESS WHEREOF, the parties hereto have caused the execution of these presents as of the day and year first above written.

THE UNITED STATES OF AMERICA

By Franklin K. Lane  
Secretary of the Interior

IMPERIAL IRRIGATION DISTRICT

By Leroy Holt  
PRESIDENT

ATTEST F. H. McIver  
SECRETARY

(SEAL)

ARTICLE II.

As used in this compact:

(a) The term "Colorado River" means the main stream of the Colorado River below Lee Ferry.

(b) The term "tributary" or "tributaries" means all streams, together with their respective tributaries, entering said Colorado River at or below Lee Ferry.

(c) The term "main stream of the Colorado River" means any and all water now or that may be hereafter flowing or stored in the said Colorado River.

(d) The term "Colorado River Compact" means that certain instrument or compact respecting the Colorado River signed by the Commissioners from the States of Arizona, California, Colorado, Nevada, New Mexico, Utah and Wyoming, and approved by Herbert Hoover as the representative of the United States of America, at Santa Fe, New Mexico, November 24, 1922.

(e) The term "operative horsepower" shall be understood to mean, - the average for the year, at the plant switchboard, of the daily maximum generated horsepower that is sustained continuously for a period of ninety minutes.

(f) All other terms, words, phrases or expressions used in this compact shall be understood to be used in the same sense and with the same meaning as used in the Colorado River Compact hereinafter defined.

ARTICLE XIX

The States of Arizona, California and Nevada hereby agree that the waters of the Colorado River and its tributaries flowing into said Colorado River below Lee Ferry, Arizona, shall be divided, allotted and apportioned as follows:

(a) All the waters of the tributaries of the Colorado River are hereby allotted and apportioned, in perpetuity, to the states in which such tributaries are located, and said waters may be diverted and stored in the basins of such tributaries and used within the states in which such tributaries are located. In consideration of which, there is hereby allocated from the waters of the main stream of the Colorado River to the State of California, for beneficial consumptive use therein, 1,095,000 acre feet of water per annum in perpetuity.

(b) There is hereby allotted and appropriated to the State of Nevada for use in said state that portion of the total amount of water of the main stream of the Colorado River which can be beneficially used for agricultural and domestic purposes, not exceeding 300,000 acre feet per annum.

(c) There is hereby allotted and apportioned from the main stream of the Colorado River to the States of Arizona and California, for their respective perfected rights, the following quantities:

To Arizona: 475,000 acre feet of water per annum in perpetuity;

To California: 2,505,500 acre feet of water per annum in perpetuity.

(d) The use of available waters of the main stream of the Colorado River not otherwise hereinabove expressly allocated,

is hereby allocated in equal shares to the States of Arizona and California, it being the intention of the signatory states, subject to the terms of the Colorado River Compact, to divide for use in said last mentioned states all of the waters of the main stream of the Colorado River that is now or may at any time become available for use in the lower basin, whether now or hereafter allocated to such basin; provided, that any water allocated by this paragraph (paragraph d), but not actually applied to agricultural or domestic use by January 1, 1976, shall thereafter, notwithstanding the foregoing allocation, be subject to appropriation for use in either Arizona or California.

(e) It is the intent of the signatory states that the division and allocation of water, as provided in the foregoing paragraphs (Paragraphs a, b, c, and d) to allocate and divide, as therein provided, not only the water now allocated to the lower basin in and by the Colorado River Compact, but also all other water that may hereafter be allocated to said lower basin, for use therein, pursuant to the provisions of subdivisions f and g of the Colorado River Compact, or otherwise.

(f) Nothing in this compact shall be construed as affecting the obligations of the United States of America to Indian tribes within the lower basin states, and the allocation of water as hereinbefore provided is made subject to the obligations of any of the United States of America, to furnish Indians and Indian tribes within the lower basin states with water from the Colorado River, and the allocation of water as herein provided is made subject and subordinate to the perfected rights, if any, of such Indians and Indian tribes to the use of water from the Colorado River.

*Done*

(g) The division and allocation of the waters of the Colorado River, not now allocated to the lower basin by the Colorado River Compact, as provided in Subdivision e hereof, is made subject and subordinate to any right to the use of the waters of the Colorado River by the United States of Mexico which may be hereafter recognized by the United States of America, subject, however, to the provisions of, and the conditions and limitations set out and contained in, Subdivision c of Article III. of the Colorado River Compact.

813 1/2 miles 5,800,000 of <sup>max</sup> <sub>efficiency</sub>

(2) The division and allocation of the waters of the Colorado River, not now allocated to the lower basin by the Colorado River Compact, as provided in subdivision a heretofore, is made subject and subordinate to any right to the use of the waters of the Colorado River by the United States of Mexico which may be hereafter recognized by the United States of America, subject, however, to the provisions of, and the conditions and limitations set out and contained in, subdivision a of Article XII. of the Colorado River Compact.

Perpetual	2,505,500
Any	478,000
Ind	442,000
Allocable S. Co	1,095,000
Any	1,095,000

Any 2  
Per  
3,000,000  
5,915,000  
1,000,000  
6,915,000

9,000,000  
3,000,000  
5,700,000  
6,915,000  
1,784,000  
8,920,000