

# MOHAVE VALLEY IRRIGATION & DRAINAGE DISTRICT

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March 2, 2026

The Honorable Doug Burgum  
Secretary  
U.S. Department of the Interior  
1849 C Street NW  
Washington, DC 20240

**Re: Mohave Valley Irrigation & Drainage District Comments on Draft Environmental Impact Statement for Near Term Colorado River Operations (DEIS dated January 16, 2026) Impacts to Arizona On-River Communities**

Comments submitted electronically to  
[crbpost2026@usbr.gov](mailto:crbpost2026@usbr.gov)

and by United States First Class Mail to:

Bureau of Reclamation  
Attn: BCOO-1000  
P.O. Box 61470  
Boulder City, NV 89006

Mohave Valley Irrigation & Drainage District (MVIDD or District) appreciates the opportunity to provide comments on the *Draft Environmental Impact Statement for Near Term Colorado River Operations, dated January 16, 2026* (DEIS). The District is aware that the Colorado River has experienced long-term drought, substantial growth, and a sustained increase in demand for water against an overallocated resource. These conditions have strained the existing legal and political framework. In these times, it is imperative that the United States Department of the Interior and the Bureau of Reclamation fairly allocate water among states, regions, communities, and interests.

The prompt and fair reconciliation of these interests is a matter of *national importance*. As outlined here, proper application of the Law of the River can, and must, provide different alternatives, or different methods of implementing those alternatives, to those considered by the DEIS.

In the District's view, far too little attention has been paid to the exigencies of curtailing water to users along the Colorado River in Arizona where, due to the principles established by the Bureau

of Reclamation (Reclamation) on the use of Colorado River water<sup>1</sup> many water users along the river, including MVIDD, have *no other source of water*. Curtailments to the extent envisioned by the DEIS would effectively mean that some of these local communities, including MVIDD, would have their entire water supply shut off. This is an unconscionable result, one that is virtually life threatening and certain to result in civil unrest. Reclamation has not only failed to adequately examine the impact of these types of curtailments, particularly for those users relying on what Reclamation terms “Arizona Priority 4(i)” water, but has laid out no strategy for how these curtailments will be enforced against thousands of points of diversion (wells) that lie within the accounting surface as promulgated by Reclamation.

## **Introduction to MVIDD**

MVIDD is in northwestern Arizona in Mohave County. The District lies along the Colorado River and within the river’s flood plain, between the cities of Bullhead City, Arizona, to the north and Needles, California to the south. The District was duly formed in 1963 to protect and enhance the water entitlements of the landowners and farmers using Colorado River water since the beginning of the 20<sup>th</sup> Century.

MVIDD holds a contract with the Bureau of Reclamation, dated November 14, 1968, for the diversion and use of 41,000 acre feet of Colorado River water for irrigation and domestic uses (MVIDD Contract).<sup>2</sup> MVIDD also encompasses lands that hold Present Perfected Rights, as described in the decree in *Arizona v. California*,<sup>3</sup> for 5,940 acre feet per year. Overall, MVIDD encompasses 31,487 acres, of which the District has recognized 4,554 irrigable acres. MVIDD has allocated water to these irrigable lands through subcontracts from the District for a total agricultural water allotment to agricultural landowners of approximately 31,000 acre feet per year.

MVIDD has also allocated a portion of its water entitlement to various domestic uses (municipal, industrial, commercial, and recreational) within the District. These uses total approximately 10,000 acre feet per year, some of which are covered by a subcontract between MVIDD and the Mohave County Water Authority, which subcontract provides an additional 1,250 acre feet of water annually, solely for domestic uses.<sup>4</sup> For residential uses in MVIDD, these water allocations are made directly to the lands, and individual lots, within the MVIDD domestic community. Potable water is served to these customers by several small investor owned utilities that operate under the regulatory control of the Arizona Corporation Commission. These utilities operate independently from MVIDD and are constrained by their obligations to deliver water to customers at rates

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<sup>1</sup> These principles are available at the Bureau of Reclamation’s website, where Reclamation has established the “accounting surface” defining the extent of the river aquifer where water withdrawn from wells is deemed by Reclamation to be mainstream Colorado River water. <https://www.usbr.gov/lc/region/programs/unlawfuluse.html>.

<sup>2</sup> The MVIDD Contract was originally for 51,000 acre feet, but provided that if the District did not incorporate certain lands within its boundaries, that amount could be reduced by 10,000 acre feet. The District did not incorporate the described lands and, therefore, the Department of the Interior notified MVIDD in 1979 that the amount of the contract would be reduced to 41,000 acre feet per year. A copy of this letter, and the 1986 MVIDD Contract, are attached to these comments as Attachment 1. MVIDD’s contract has not otherwise been amended since its execution in 1968.

<sup>3</sup> *Arizona v. California* 547 U.S. 160 (2006).

<sup>4</sup> On December 17, 2009, the District entered into subcontract number 09-101 for the purchase of 1,000 acre-feet of Colorado River water from the Mohave County Water Authority. This subcontract was amended to add 250 acre feet of water on September 8, 2015. With the completion of this sub-contract, the District’s total water entitlement rose to 42,250 acre-feet.

approved by the Arizona Corporation Commission. Thus, it is impractical if not impossible for MVIDD to enforce curtailments against these utilities.

MVIDD is aware that future curtailments of water availability may be imposed by the Bureau of Reclamation for entitlements not represented by Present Perfected Rights. In the DEIS, Reclamation has analyzed these curtailments affecting MVIDD in two categories, Priority 4(i) (on-river uses represented by contracts issued by Reclamation after September 30, 1968) and Priority 4(ii) (water available to the Central Arizona Project).<sup>5</sup> MVIDD contests any reduction to its Priority 4(i) water co-equal with Priority 4(ii), based on the relative priority of its MVIDD Contract to the contract for the Central Arizona Project.<sup>6</sup> MVIDD also intends to defend and secure appropriate water allocations for all Present Perfected Rights within its boundaries against shortages that may be imposed on lower priority entitlements.

Nevertheless, MVIDD is also acutely aware of the need to offset shortages within the Arizona Priority 4(i) and 4(ii) entitlements of other water users on the system as well as its own. It is the goal of MVIDD to explore a program where a quantity of water may be made available to offset other Arizona 4(i) or (ii) Priority shortages while at the same time preserving sufficient water (even if shortages are imposed on MVIDD) to protect the domestic, development, and the remaining irrigation uses within MVIDD. The details of such a firming program are set out later in these comments.

Meanwhile, it is equally imperative that Reclamation, and the Department of the Interior as a whole, work to provide mechanisms (often referred to as “flexibility” in the DEIS) to remove constraints against the consensual sharing of water among entitlement holders. Such mechanisms should include means that will allow water to be forborne to the benefit of others, to provide for exchanges of water amongst Colorado River entitlement holders, and to provide some system of storing and releasing conserved water similar to the program of Intentionally Created Surplus embodied in the 2007 Interim Operating Guidelines or the System Conservation Implementation Program administered by Reclamation over the last several years.<sup>7</sup> Without this level of flexibility, the shortage conditions envisioned by the alternatives examined in the DEIS will be exacerbated to levels of disaster within certain parts of Arizona, including MVIDD.

### **Lower Basin Rights under the 1922 Compact and Basin Project Act**

Like many commenters from Arizona, MVIDD is disappointed in the DEIS for its seemingly complete disregard for the obligations of the Department of the Interior and the States of the Upper Division to comply with the 1922 Compact<sup>8</sup> and see that sufficient water is delivered to Lake Powell

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<sup>5</sup> DEIS Appendix C, particularly pages C-31 through C-68 thereof.

<sup>6</sup> Contract between the United States and the Central Arizona Water Conservation District for Delivery of Water and Repayment of Costs of the Central Arizona Project, Contract No. 14-06-W-245 (December 1, 1988). This contract is available from the Central Arizona Project website: <https://library.cap-az.com/documents/waterops/master-repayment-contract-amendment1-11-28-1988.pdf>

<sup>7</sup> MVIDD was an early participant in the Drought Contingency Plan, and was granted authority to create Intentionally Created Surplus by Exhibit U to the Lower Basin Drought Contingency Operations Agreement (MVIDD Agreement 19-XX-30-W0654, June 22, 2020). MVIDD has also participated in the Bureau of Reclamation’s System Conservation Implementation Program since 2020, conserving over 62,390 acre feet of water in the last 6 years. MVIDD System Conservation Implementation Agreement 23-XX-30-W0770.

<sup>8</sup> 70 Cong. Rec. 324 (1928).

to maintain releases to Lake Mead. Others have commented on these legal obligations in more detail, but to summarize:

- The 1922 Compact, Article III(c) and (d) require the States of the Upper Division to not deplete the flow of the river measured at Lee Ferry, Arizona, to less than 75,000,000 acre feet per year for each 10 year running period.
- Reclamation’s own records show that the flow will be depleted beyond this limit, likely sometime in 2026 or at least by 2027 unless action is taken to avoid that depletion.
- Reclamation has an obligation to obey and enforce the Law of the River with respect to the 1922 Compact. Failure to address or recognize the imminent breach of the Compact is a violation of the NEPA process. But beyond that, it is a fundamental failure of the Department of the Interior to obey and enforce the law. Regardless of any conclusion of a NEPA analysis or record of decision, the Secretary’s failure to obey and enforce the law is a separate category of federal violation.
- Similarly, the Department of the Interior has certain obligations under the 1968 Colorado River Basin Project Act, 43, U.S.C. §1551 *et seq.* Specifically, section 602(a)<sup>9</sup> requires the Secretary of the Interior “to comply with and carry out the provisions of the Colorado River Compact, the Upper Colorado River Basin Compact, and the Mexican Water Treaty” by developing criteria for the long range operations of the federally authorized Colorado River reservoirs. These provisions require that certain releases be made to satisfy the Long Range Operating Criteria. The DEIS deviates from these criteria without explanation other than to suggest that the Long Range Operating Criteria offer “factors to be considered” but do not present a set formula. This is clearly a misinterpretation of the mandate for Long Range Operating Criteria and a significant departure from a decades old practice by Reclamation.
- Without providing for releases of stored water from the Upper Initial Units and Lake Powell to meet the Compact obligation at Lee’s Ferry, the DEIS alternatives and associated impact analysis cannot stand scrutiny. It is a fundamental error, and any operating guidelines that are adopted based on the DEIS will necessarily violate the Compact and other authorities that are premised on compliance with the Compact.

### **Reclamation Obligations under the Colorado River Storage Project Act**

- The Colorado River Storage Project Act of 1956<sup>10</sup> created the path for the series of reservoirs known as the “Initial Units” (Aspinall Unit in Colorado, Flaming Gorge Unit in Utah, the Navajo Unit in New Mexico, and Lake Powell in Arizona). These reservoirs were created with the specific intent to provide a mechanism whereby the Upper Division States could meet the Compact delivery obligations while preserving and regulating water flow in the Upper Basin for maximum allowed beneficial use under the Compact.
- The DEIS claims that “management strategies that include activities upstream of Lake Powell are being analyzed in this Draft EIS. These activities include Upper Basin conservation and, if warranted to protect critical reservoir elevations, operations at the

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<sup>9</sup> 43 U.S.C. § 1552(a).

<sup>10</sup> Colorado River Storage Act, Pub. L. No. 84-485, 70 Stat. 105, 106 (1956) (codified as amended at 43 U.S.C. § 620).

CRSP Upper Initial Units.”<sup>11</sup> However, given critical elevations at Lake Powell and Lake Mead projected by Reclamation’s studies, and the anticipated Compact violation at Lee’s Ferry, these vague strategies are not the detailed guidelines needed to release stored water from the CRSP Upper Initial Units into Lake Powell for delivery at Lee Ferry.

- The state-based water rights for the Initial Units also provide that the primary purpose of the Act was to allow Reclamation to ensure sufficient flows at Lee Ferry on a decadal basis.<sup>12</sup>
- The Initial Units cannot be used solely to protect Glen Canyon Dam from harm. They must be used for their primary purpose of ensuring Compact compliance by the States of the Upper Division.

### **Arizona Priority under the Colorado River Basin Project Act**

- While often stated that Arizona has a “junior” priority under the Colorado River Basin Project Act of 1968, there are many limiting factors to consider in implementing any shortage to Arizona based on that Act.
- First, Arizona may well challenge the Constitutionality of the disparate treatment between Arizona and the States of the Upper Division on grounds of equal protection among sovereign states.
- Under Section 301(b) of the Colorado River Basin Project Act,<sup>13</sup> if there is water “available for release” within the system, that water must be released in accordance with existing law before the relative priority between Arizona and California is implemented. If water is in fact available for release to meet the Compact obligation, the relative priority may not be needed.
- In Section 202 of the Colorado River Basin Project Act, Congress declared that “the satisfaction of the requirements of the Mexican Water Treaty from the Colorado River constitutes a national obligation which shall be the first obligation of any water augmentation project planned pursuant to section 201 . . . .”<sup>14</sup>
- Maintaining power pools at Colorado River Storage Project units cannot be reasonably interpreted as senior to the Lower Basin’s entitlements under Article III(d) of the Colorado River Compact or senior to CAP’s entitlement, under Section 301(b) or otherwise.

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<sup>11</sup> DEIS at 1-9. Footnote 10 of that page states “While the Secretary will consider and prioritize operations at these facilities that are consistent with existing RODs, the Secretary retains the authority to operate outside those RODs if necessary. The modeling assumptions regarding operation of the CRSP Upper Initial Units presented in this Draft EIS are not intended to, and do not, limit the Secretary’s ability to operate these facilities as necessary to respond to hydrologic conditions in accordance with applicable federal law, including operations for the authorized purposes as stated in the 1956 Colorado River Storage Project Act.” While seemingly acknowledging the Secretary’s authority to operate these reservoirs in accordance with Compact compliance, the DEIS summarily declines to address, or model, the specific actions required or the results expected.

<sup>12</sup> See *Board of County Commissioners v. Crystal Creek Homeowners’ Ass’n*, 14 P.3d 325 (Colo. 2000).

<sup>13</sup> 43 U.S.C. § 1521(b).

<sup>14</sup> 43 U.S.C. § 1512.

The DEIS assumes that Priority 4(i) Priority 4(ii) should suffer the consequences of nearly all shortages predicted in all of the alternatives, effectively making these priorities junior to both the Upper Basin's obligations in the Compact and to other water users in the Lower Basin regardless of the reason for the alleged "shortage." This interpretation amounts to unlawful overreach in terms of proposed secretarial authority.

### **Impacts to Priority 4(i) (On-River) Users Health and Welfare**

Under the alternatives analyzed in the DEIS with the deepest shortages to Arizona, the DEIS basically predicts Priority 4(i) (on-river) users in Arizona have virtually no quantity of water available. Nor do these users have groundwater available as a replacement source due to the Accounting Surface concept described above. Yet scant consideration is given to the fact that this will mean serious health and welfare concerns to residents.<sup>15</sup>

Rather than ignore these realities, the Department of the Interior should consider its obligation to ensure the health and well-being of these communities. If these curtailments are in fact implemented, these Priority 4(i) users will require deliveries of Colorado River water for the health and safety of their residents. The Supreme Court in Article III of its 1963 opinion expressly declined to address the difficult issues of shortage but instead to leave discretion in the Secretary of the Interior to act to make an informed decision in the best interest of the Basin States, and the welfare of the Nation.<sup>16</sup> It is clearly within the purview of the Secretary's discretionary powers to address the issue of Health and Safety water deliveries in the Post 2026 Guidelines. An exercise of that discretion to establish Health and Safety deliveries would provide certainty to Priority 4(i) users of their ability to continue to exist. This concept of health and safety water is more than just life sustaining. It necessarily includes water to support communities, quality of life within the community, economies, financial investments of residents, businesses, and the governmental entity itself.

### **Pooling Concepts for Allocation of Shortage in Arizona P4(i) and P4(ii)**

Appendix C of the DEIS explains that Reclamation developed Shortage Allocation Models and Alternative Distribution Models and documented the specific modeling assumptions in the appendix. In this analysis, the DEIS appears to follow the "pooling" of Priority 4(i) water among the entitlement holders, such that on-river unused entitlements will be available to satisfy actual water demand for other on-river entitlement holders of Priority 4(i) water. This analysis is consistent with the operation of the river system over the last several years<sup>17</sup> and is a very important safeguard and equitable practice for protecting on-river Colorado River dependency.

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<sup>15</sup> The DEIS suggests that some municipalities might need to "pursue alternative water sources or hauled water" to support continued services. (DEIS, Section 3.17.2, page 3-193) Unfortunately for MVIDD Priority 4(i) users, there are no additional supplies readily identifiable let alone readily available within reasonable proximity or economic feasibility. It is difficult to imagine communities with populations of 45,000-65,000 people could haul sufficient quantities of water to sustain life in these communities.

<sup>16</sup> *Arizona v. California*, 373 U.S. 546, 592-594 (1963).

<sup>17</sup> Noted in the DEIS, page C-31 "For calendar years 2022 through 2026, Reclamation implemented the State of Arizona's August 6,2009, Arizona Shortage Sharing Recommendation and the "pool" approach described by letter dated January 25, 2021, to inform approval of fourth priority water orders, consistent with contracts providing that the fourth priority Colorado River water entitlements of the P4(i) or 'mainstream' users and the CAP (P4(ii)) are coequal."

MVIDD certainly supports the continuation of this pooling concept to mitigate harm to on-river Priority 4(i) users. Although these projections are made in Appendix C, there are also disclaimers as to the actual reality of these management guidelines.<sup>18</sup>

MVIDD, and others similarly situated, need to be able to rely on the pooling concepts and the allocation of shortage among on-river users to accurately plan for future water use. It is important, therefore, that Reclamation adopt the on-river pooling concepts as expressed in Appendix C as part of the Record of Decision in implementing any form of Post 2026 Operating Guidelines.

### **MVIDD Present Perfected Rights**

Appendix C recognizes the volume of Present Perfected Rights in MVIDD as 5,940 acre feet per year. In the projections, this volume is not subject to curtailment based on the priority of the rights. MVIDD concurs that this is a proper conclusion. For the 1968 MVIDD Contract (totaling 41,000 acre feet of annual diversion quantity), this results in a calculation of MVIDD Priority 4(i) water under the 1968 MVIDD Contract as 35,060 or 21.293% of the total Priority 4(i) water.<sup>19</sup>

In the event curtailments of water to MVIDD are imposed on a co-equal priority basis with the Central Arizona Project Priority 4(ii) supply, MVIDD expects that the calculation of MVIDD's share of the curtailment will be based on these calculated percentages, subject to the pooling concepts as noted above.

### **MVIDD Senior Priority over Central Arizona Project Priority 4(ii)**

Reclamation has adopted the position that all contracts issued under Section 5 of the Boulder Canyon Project Act of 1928 after September 30, 1968 for entitlements to annual water deliveries within Arizona's basic apportionment are "co-equal" with the priority assigned to the Central Arizona Project.<sup>20</sup> Additionally, the language of the Arizona priority system as contained in the Central Arizona Project "Master Repayment Contract"<sup>21</sup> and other more recent Arizona fourth priority Colorado River water delivery contracts provides that CAP and other post-1968 fourth priority contracts in Arizona are "coequal in priority."

MVIDD challenges the assumption that CAP and other post-1968 contracts in Arizona are coequal in priority. The MVIDD Contract was issued November 14, 1968,<sup>22</sup> some 4 years before the 1972 Central Arizona Project contract of 1972, and some 20 years before the 1988 CAP Master Repayment Contract that purports to establish this co-equal priority. While the MVIDD Contract

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<sup>18</sup> Appendix C.6.3 states: "To estimate the impacts of given levels of shortage, assumptions were made with regard to how shortages might be shared. These assumptions are made to facilitate analysis of the potential impacts and they are not intended to represent current or future policy with respect to shortage allocation."

<sup>19</sup> Table C-9 of Appendix C. This table also reflects the MVIDD MCWA Subcontract of 1,250 acre feet of Priority 4(i) water, or 0.759% of the total Priority 4(i) supply. Again, MVIDD concurs in this calculation.

<sup>20</sup> See Bureau of Reclamation statement of Water Priorities within the State of Arizona at <https://www.usbr.gov/lc/region/g4000/contracts/entitlements/AZpriorities.pdf>. In this listing, Reclamation bases the priority date of this co-equal priority on "Contract No. 14-06-W-245 dated December 15, 1972, as amended, between the United States and the Central Arizona Water Conservation District for the delivery of Mainstream Water for the Central Arizona Project, including use of Mainstream Water on Indian lands."

<sup>21</sup> The 1988 Central Arizona Project Master Repayment Contract is available at: <https://library.cap-az.com/documents/waterops/master-repayment-contract-amendment1-11-28-1988.pdf>. The creation of the co-equal priority is found at Section 8.7 thereof.

<sup>22</sup> Table C-9 of Appendix C also identifies the MVIDD Contract as a 1968 priority date.

contains provisions for curtailments of water in times of insufficient supply, it does not relegate the priority of the MVIDD water to any subsequent user. Nor did MVIDD sign, or in any way agree to, a subordination of its contract to any later contract. Even if the Central Arizona Project priority were detailed as 1972 (as shown in Table C-9), the MVIDD contract would nevertheless be prior to, and not coequal with, the Central Arizona Project contract.

MVIDD has a long history of Colorado River water use. Beyond the Present Perfected Rights (pre-1928), historical research by MVIDD indicates significant agricultural land in production before 1968. In 1951, the Davis Dam was completed, forming Lake Mohave and providing a more stable source of water for MVIDD (Linenberger, 1997). By 1954, the effects of Lake Mohave could be seen in the irrigated acreage in MVIDD. Irrigated acreage increased to over 3,000 acres. In 1964, irrigated acreage was up to 3,538 acres after the formation of MVIDD in late 1963. By 1964, irrigated acreage had also expanded to the northern 25% of the of the District. In 1968 imagery, the agricultural footprint expanded along the east side of the district boundary, again increasing total irrigated acreage to 3,891.

The assignment of a co-equal (1972) priority to this historic use is in defiance of the intention of the 1968 MVIDD Contract, which was intended to recognize, and formalize, the historic use of water within MVIDD plus allow for growth, both irrigation and domestic. MVIDD requests that the Department of the Interior recognize, in its DEIS, the relative senior priority of MVIDD to the Central Arizona Project.

### **MVIDD Proposal for Exploratory Firming Program**

As noted at the outset of these comments, it is the goal of MVIDD to first explore, and then implement, a program where a quantity of water may be made available to offset other Arizona Priority 4(i) or (ii) shortages while at the same time preserving sufficient water (even if shortages are imposed on MVIDD) to protect the domestic, development, and the remaining irrigation uses within MVIDD. MVIDD views this as a voluntary firming program whereby other users can provide financial support to MVIDD agricultural users to forego use of irrigation water. Some of this conserved water must be made available to ensure that domestic (residential, commercial, industrial, and recreational uses) within MVIDD are kept whole. MVIDD believes that this type of internal firming program is a progressive, positive approach to the impending crisis.

The water made available from MVIDD would come from irrigation (agricultural) uses within the District that would voluntarily reduce consumptive use of water by approximately 15-20,000 acre feet annually. The reduction in consumptive use would be demonstrated by a technical analysis of the well-regarded firm of Land IQ. Programs within the District would allow full field fallowing, seasonal fallowing, or low water use crops on participating lands. The reduction would be calculated using the Land IQ methodology and establishing baselines of consumptive use, given that much of the land within MVIDD is planted in alfalfa, and virtually all of the irrigable lands within the District have been planted extensively in alfalfa over the last two decades. Any reduction in consumptive use from these baselines would be subject to inspection and enforcement by MVIDD and the Bureau of Reclamation.

## *Crop Substitution et al as Alternative Conservation Tools*

One of the drawbacks to crop reduction to produce conserved water is the ancillary effects that extensive fallowing of agricultural land can have on the local economy. MVIDD is acutely aware that its agricultural production is an important part of the economy in this relatively rural area of Arizona. Therefore, MVIDD has been exploring ways to keep agriculture in business, while at the same time reducing the consumptive use of Colorado River water within MVIDD in meaningful quantities.

One such method is extensive crop substitution. This involves the voluntary transition from higher water use crops to lower water use alternatives. Ideas along these lines should be evaluated and incorporated as a demand management and conservation strategy in the DEIS. Given the scale of agricultural water demand in the Lower Basin, meaningful solutions to the reductions required to overcome the structural deficit will likely require significant additional conservation program participation from the agricultural sector. Such additional participation cannot be at the expense of the Lower Basin's farms and rural communities.

Over-reliance on full year fallowing is not the preferred conservation method due to the economic consequences noted above. This potential socioeconomic impact can be mitigated with compensated conservation programs focused on providing farmers with a broad suite of approved conservation methods. Preferred methods should be those aimed at maintaining more acreage in production for more months of the year, thereby maintaining the economic activity that is essential to the rural communities.

Methods such as crop substitution, lower water use crop rotations, seasonal fallowing, and deficit irrigation are among the best options to reduce impacts to the agricultural sector and the Basin's rural communities while also generating sizable water savings. Combined, this group of measures has broad applicability to farm units throughout the Lower Basin. Given the diversity of farming conditions and operations, a broad suite of properly incentivized conservation measures is necessary to ensure broad participation. This broad suite approach also helps promote geographic dispersion of the conservation programs throughout the Lower Basin, further reducing more exaggerated localized negative impacts.

Incentivizing crop substitution, and the other methods mentioned above, increases the adaptive capacity of the agricultural sector under increasing hydrologic variability driven by climate change. By providing financial incentives and offsets to plant lower water use crops and crop rotations as well as crops capable of enduring deficit irrigation, the Lower Basin can build a more sustainable system while more equitably sharing the burden of protecting it.

Crop substitution and these alternative methods are compatible with existing voluntary, incentive-based conservation programs. Like the programs implemented under recent system conservation agreements by Reclamation, these programs can deliver verified reductions in consumptive use that are equal or greater than full year rotational fallowing without the often-cited negative socioeconomic impacts. Measuring reductions in baseline water use on agricultural land with verifiable records of historical farming is consistent with existing water rights administration and interstate accounting. Inclusion of alternative crop programs in the EIS would allow for programmatic analysis of how these tools can be implemented with measurement, monitoring and verification frameworks already in use by Reclamation and the Basin States. When supported by

technical assistance, monitoring and measuring activities, transition funding and market development, crop substitution can balance water conservation objectives with socioeconomic stability – an important consideration under NEPA for evaluating indirect and cumulative impacts.

The post-2026 Colorado River Operations EIS should explicitly analyze these alternative crop programs as conservation measures across all action alternatives. This analysis should include:

- Methodology for establishing baselines on program acreage from which to measure conservation
- Estimated range of consumptive use reductions at basin and state levels
- Comparative economic and community impacts relative to fallowing based and other conservation approaches
- Interactions with water rights administration and interstate accounting
- Potential environmental impacts, tradeoffs and co-benefits

### *Conclusion*

MVIDD is in a unique, and unenviable, situation. Based on long history, including significant acres of pre-1928 Present Perfected Rights and irrigation history developed extensively in the 1950s, 60s, and 70s, it now finds itself largely on equal footing with the Central Arizona Project, whose contract post-dates MVIDD's contract by four to twenty years. Further exacerbating this problem, MVIDD, formed primarily for the protection of irrigated agriculture, has aided valuable land development in this unincorporated area by allocating water to residential, industrial, commercial, and recreational uses, all with the goal of fostering economic development in this region of the State. Now, MVIDD is being faced with a proposed operational regimen that will reduce MVIDD's water supply by 50-75% or more, without any mitigation or enforcement plan in place.

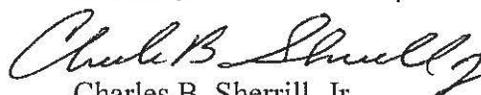
MVIDD, like so many other interests in Arizona, has relied on the 1922 Colorado River Compact to protect the investments made in the development of this area by ensuring that water will be accumulated in Lake Powell, and released to Lake Mead, in compliance with the Compact obligations. Instead, it appears that the Department of the Interior views MVIDD as not only co-equal to the Central Arizona Project, and therefore arguably subordinate to the State of California, but effectively subordinate to the States of the Upper Division. This is clearly not consistent with the long history of the Law of the River, or the federal obligation to obey and enforce those various laws.

If nothing else, the United States owes an obligation to protect the health and well-being of the residents of Arizona that are totally reliant upon Colorado River water for their very existence. Curtailments of the order of magnitude envisioned by the DEIS are unworkable and dangerous to the health and safety of the region.

Nevertheless, MVIDD recognizes that the River is running short, and all must do their part to mitigate the harm caused by the hydrologic realities of today. To this end, MVIDD is prepared to engage in a self-help mitigation program with other interests in the State of Arizona where MVIDD can make water available to others while protecting, to the extent possible, the welfare of

the local community. Although the quantity of water that MVIDD can make available is not great compared to the overall demands of the Lower Basin, it is an example of community leadership that may well be followed by others. These types of programs are going to be essential to the State of Arizona as it navigates the upcoming years of reduced supply across the entire Colorado River Basin. MVIDD asks for the assistance of the Department of the Interior and the Bureau of Reclamation in helping authorize and implement this type of program.

Sincerely,

A handwritten signature in cursive script that reads "Charles B. Sherrill, Jr.".

Charles B. Sherrill, Jr.  
Chairman

# **Attachment 1**

**Mohave Valley Irrigation & Drainage District  
1968 Contract for Delivery of Colorado River Water**

FILE COPY

SCANNED

FEB 19

4/11 Meilan 442  
OFFICIAL FILE COPY

Date	Surname	Code
10/10	St. John	440
4/11	St. John	460
4/12	St. John	1150

LC-440

840

APR 13 1979

CERTIFIED - RETURN RECEIPT REQUESTED

Mr. Gordon McKellips  
 President and General Manager  
 Mohave Valley Irrigation  
 and Drainage District  
 P. O. Box 5100  
 Mohave Valley, Arizona 86440

Dear Mr. McKellips:

On November 14, 1968, the United States and the District entered into a contract whereby the United States would deliver from storage in Lake Mead to the District not to exceed 51,000 acre-feet of Colorado River water per calendar year minus, however, such quantity or quantities as may be withdrawn by the United States pursuant to the provisions of Article 10 of the November 14, 1968, contract. Subarticle 10(g) of the contract reads in part as follows:

"(g) The United States reserves the right to discontinue or reduce the quantity of water to be delivered hereunder by such amount as the Secretary may determine to be appropriate if, within ten (10) years from the date hereof [November 14, 1968] (1) the District does not include within its boundaries such areas of the additional lands as may be satisfactory to the Secretary and if facilities for providing water service to said additional lands and to the residents therein are not available..."

The 10-year period referred to in subarticle (g)(1) has now expired. The District has not included within its boundaries the land described in the contract as "...land lying generally between the District's existing north boundary and State Highway 68 and easterly of the Colorado River..." nor has water service been made available by the District to those lands or the residents in that area.

We intend to negotiate a contract with Mohave County whereby the 10,000 acre-feet of Colorado River water included in the contract for the additional lands would be delivered to the County. This letter represents

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BOB EVANS

official notification to the District by the United States that pursuant to the provisions of subarticle 10(g)(1) of the contract dated November 14, 1968, between the United States and the District, the United States hereby reduces the quantity of water to be delivered pursuant to said contract to not to exceed 41,000 acre-feet of Colorado River water per calendar year.

If you have any questions concerning this action please feel free to contact us.

Sincerely,

**Roy D. Gear**

ACTING REGIONAL DIRECTOR

cc: Mr. Wesley E. Steiner, Executive Director and State Water Engineer,  
Arizona Water Commission, 222 North Central Avenue, Suite 800,  
Phoenix, Arizona 85004  
Ms. Mabel Bailey, Chairman, Mohave County Board of Supervisors,  
P. O. Box 390, Kingman, Arizona 86401

bc: Commissioner, Washington, D.C., Attention: 440  
Field Solicitor, Boulder City, Nevada

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

CONTRACT NO.  
14-06-W-204

BOULDER CANYON PROJECT

Contract  
With  
Mohave Valley Irrigation and Drainage District  
For Delivery of Water

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

CONTRACT NO.  
14-06-W-204

BOULDER CANYON PROJECT

Contract  
With  
Mohave Valley Irrigation and Drainage District  
For Delivery of Water

THIS CONTRACT, made this 19th day of November, 1968, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary 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, between THE UNITED STATES OF AMERICA, hereinafter referred to as "United States", acting for this purpose by Stewart L. Udall, Secretary of the Interior, hereinafter referred to as the "Secretary", and the Mohave Valley Irrigation and Drainage District, an irrigation and drainage district created, organized, and existing under the laws of the State of Arizona, with its principal place of business at Mohave Valley, Arizona, hereinafter referred to as the "District";

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 (hereinafter defined in Article 8(a)) and the Boulder Canyon Project Act, and acts amendatory thereof or supplementary thereto, has constructed and is now operating and maintaining in the mainstream of the Colorado River at Black Canyon that certain structure, known as and designated Hoover Dam, and incidental works, creating thereby a reservoir designated Lake Mead; 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 Hoover 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 said Act 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, by contract dated February 9, 1944, between the United States and the State of Arizona, the United States agreed, subject to the provisions of said contract, to deliver for use in Arizona to such individuals, irrigation districts, corporations or political subdivisions therein 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, 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; and

5. WHEREAS, the Supreme Court of the United States, in its opinion rendered June 3, 1963, in Arizona v. California et al., 373 U.S. 546, and its decree in that case entered March 9, 1964, 376 U.S. 340, construed the Boulder Canyon Project Act as requiring that water shall be released from Lake Mead for consumptive use in Arizona, California, and Nevada only in accordance with contracts between the United States and water users for the storage and delivery of such water; and

6. WHEREAS, the District is authorized to furnish water for irrigation and domestic use to landowners and residents within the District and, under the laws of Arizona, is authorized to contract with the United States for the supply of water for said purposes; and

7. WHEREAS, it is contemplated that the District's boundaries may be extended to include land lying generally between the District's existing north boundary and State Highway 68 and easterly of the Colorado River, hereinafter referred to as "additional lands", and that thereafter the District may furnish water for irrigation and for domestic service to the residents within said additional lands; and

8. WHEREAS, it is the desire of the parties to this contract to contract for storage of Colorado River water and the delivery as a part of Arizona's entitlement for irrigation and domestic use by and within the existing boundaries of the District as well as to the additional lands of a quantity of water sufficient to supply the District's estimated requirements through the year 2000;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows, to wit:

Definitions

9. (a) The Colorado River Compact, herein referred to, is the Compact or Agreement signed at Santa Fe, New Mexico, November 24, 1922, pursuant to an Act of Congress approved August 19, 1921, entitled, "An Act to permit a compact or agreement between the States of Arizona, California, Colorado, Nevada, New Mexico, Utah, and Wyoming respecting the disposition and apportionment of the waters of the Colorado River, and for other purposes", which Compact was approved in Section 13(a) of the Boulder Canyon Project Act.

(b) The term "domestic", as used in this contract, shall include water uses defined as "domestic" in Article II(h) of the Colorado River Compact.

(c) "Regional Director", as used in this contract, shall mean the Regional Director, Region 3, Bureau of Reclamation.

(d) "Bureau of Reclamation" means the Bureau of Reclamation of the United States Department of the Interior.

(e) "Exhibit A" means the map captioned "Map of Mohave Valley Irrigation and Drainage District, Mohave County, Job No. 1568", which is marked Exhibit A, attached hereto and by this reference made a part hereof.

(f) "Secretary" and "Regional Director", as used in this contract, shall include their respective duly appointed successors and authorized representatives.

(g) "District" means that area of land in Mohave County, formally included within the MOHAVE VALLEY IRRIGATION AND DRAINAGE DISTRICT, and bounded by the lines indicated as Lands within the MOHAVE VALLEY IRRIGATION AND DRAINAGE DISTRICT, as shown on Exhibit A. Those lands that are within the external boundaries of the District but which have been excluded from the District pursuant to Resolution or any Order of a Court of proper jurisdiction are not for purposes of this Contract to be deemed part of the District. "Additional Lands" means those lands generally described in Article 7 above. Upon inclusion of specifically described areas of additional lands within the District pursuant to the laws of Arizona, the additional lands so included shall thenceforth be considered and treated as "District Lands" for all purposes of this Contract.

(h) "Water diverted by the District" and "water delivered to District" means Colorado River water available for diversion by the District directly from the surface flow of the river, sometimes hereafter referred to as "surface water" and, for water accounting and payment purposes pursuant to the provisions of the Contract, particularly Articles 12, 13, and 14 hereof, and for the purposes of Article 21 herein concerning excess lands, shall be deemed to include all water pumped by the District or by any other person, firm, or Corporation, from wells located within or outside the District for use within the District or from wells located within the District for use outside the District, sometimes hereafter referred to as "pumped water". All pumped water shall be deemed to be "water drawn from the mainstream of the Colorado River by underground pumping" pursuant to

Article I (C) of the Decree of the Supreme Court referred to in Article 5 hereof. Pumped water drawn from lands within the external boundary of the District that are not part of the District, as defined in Paragraph (g) above, shall not be charged against the 51,000 acre feet allocated to the District under this Contract.

Delivery of Water by United States

10. (a)(1) To provide water exclusively for irrigation and domestic use by and within the District, the United States will, from storage available in Lake Mead, deliver to the District at such point or points in the Colorado River as may be mutually agreed to in writing by the parties hereto and within the limitations as to the rate of delivery hereinafter specified, such quantities of surface water as may be ordered by the District and as may be necessary to supply the District with a total quantity, including all other waters diverted directly from the surface flow of the Colorado River or withdrawn from the mainstream of the Colorado River by underground pumping from such wells and for such uses as are described in Article 9(h) above, not in excess of 51,000 acre feet per calendar year minus, however, such quantity or quantities as may be withdrawn by reason of reductions made by the United States pursuant to the provisions of Articles 10(g), (h), and (i).

(11) The United States is in no way obligated, and the District, for itself and on behalf of all persons within the District pumping or using water pumped from wells, hereby releases and agrees that it will hold harmless the United States, its officers, agents, employees and successors or assigns, from any liability or responsibility whatsoever for the groundwater levels or the maintenance thereof;

and provided, further, that the District, for itself and on behalf of all persons within the District pumping or using water pumped from wells, agrees that the interest of the United States in said wells is limited to the quantities and use of water pumped therefrom for water accounting and payment purposes pursuant to the provisions of this contract, particularly Articles 9(h), 12, 13, and 14 hereof, and for the purposes of Article 21 concerning excess lands, and that the only obligation of the United States for the delivery of water hereunder is to deliver such water as surface flow in the Colorado River, from storage available in Lake Mead, as stated in Article 10(a) (i) hereof.

(b) The obligation of the United States to deliver water under this contract is subject to:

(1) The availability of such water for use in Arizona under the provisions of the Colorado River Compact, the Boulder Canyon Project Act, the aforementioned contract between the United States and the State of Arizona dated February 9, 1944, the opinion of the Supreme Court of the United States in the case of Arizona v. California et al., rendered June 3, 1963, 373 U.S. 546 and the Decree of that court in said case, entered March 9, 1964, 376 U.S. 340, as now issued or hereafter modified;

(2) Executive A, Seventy-eighth Congress, second session, a treaty between the United States of America and the United Mexican States, signed at Washington on February 3, 1944, relating to the utilization of the waters of the Colorado River and Tijuana River and of the Rio Grande from Fort Quitman, Texas, to the Gulf of Mexico, and Executive H, Seventy-eighth Congress, second session, a protocol signed at Washington on November 14, 1944, supplementary to the treaty, all hereinafter referred to as the Mexican Water Treaty;

(3) The express understanding and agreement by the District that this Contract is subject to the condition that Hoover Dam and Lake Mead will be used: first, for river regulation, improvement of navigation, and flood control; second, for irrigation and domestic uses and satisfaction of present perfected rights in pursuance of Article VIII of the Colorado River Compact approved by Section 13(a) of the Boulder Canyon Project Act; and third, for power; and furthermore, that this Contract is made upon the express condition and with the express covenant that all rights hereunder will be subject to and controlled by the Colorado River Compact and that the United States and the District will observe

and be subject to and controlled by said Colorado River Compact and Boulder Canyon Project Act in the construction, management and operation of Hoover Dam, Lake Mead, canals and other works, and the storage, diversion, delivery and use of water to be delivered to District hereunder; and

(4) The other terms, conditions, and provisions set forth in this contract.

(c) Subject to the terms, conditions and provisions set forth herein, this contract is for permanent water service.

(d) The diversion from the Colorado River of any water for use by the District, not previously ordered from and delivered by the United States in accordance with the provisions of this contract, or the diversion of any water from the Colorado River for use by the District in excess of the quantity of water in any calendar year provided for in Article 10(a)(i) shall be deemed to constitute a material breach of this contract as well as interference with the performance by the Secretary of his functions and responsibilities under the Colorado River Compact, the Boulder Canyon Project Act, the Act of June 28, 1946 (60 Stat. 338), as amended, the aforementioned Opinion and Decree of the Supreme Court in Arizona v. California, as well as the functions and obligations of the United States arising from the Mexican Water Treaty.

(e) Delivery of water by the United States under this Contract will discharge, to that extent, the obligation of the United

States to deliver water under the aforementioned Contract between the United States and the State of Arizona, dated February 9, 1944.

(f) The daily requirements for surface water to be delivered hereunder at the delivery point or points in the Colorado River during each period of seven (7) consecutive days beginning Monday of each week shall be stated in a water order which shall be placed by the District with the Bureau of Reclamation not later than Wednesday preceding such Monday, in order to permit the timely coordination of such water orders with the Master Schedule of Flows and Diversions at Hoover Dam required to be prepared and issued by the Bureau of Reclamation weekly in advance of and for such seven-day period, provided, that water orders so placed by the District may be increased or decreased for any such seven-day period with the approval of the Bureau of Reclamation. As far as reasonable diligence will permit, water shall be delivered as ordered hereunder, except that at no time shall the United States be obligated to deliver water hereunder at a rate of delivery exceeding the maximum rate at which such water can, with due regard to conservation and avoidance of waste, be diverted, processed, distributed and/or stored for use by the District with the facilities then being utilized for such purposes, all as determined by the Regional Director.

(g) The United States reserves the right to discontinue or reduce the quantity of water to be delivered hereunder by such amount as the Secretary may determine to be appropriate if, within ten (10)

years from the date hereof (i) the District does not include within its boundaries such areas of the additional lands as may be satisfactory to the Secretary and if facilities for providing water service to said additional lands and to the residents therein are not available or (ii) the owners of a substantial area of the additional lands organize and form a municipality, a County Improvement District, or another district under the laws of Arizona, competent to contract with the United States for a water supply and the United States is requested to enter into a water delivery contract with said entity for the delivery of water. The parties agree that not to exceed approximately 10,000 acre feet of water annually are contemplated as required for irrigation and domestic use on the aforesaid additional lands.

(h) There is reserved to the Secretary the right to reexamine at intervals of ten (10) years, beginning ten (10) years after the date of this contract, the existing and potential water uses and needs of District and, if deemed appropriate by the Secretary after notice to District and an opportunity for District to be heard, to reduce the maximum number of acre feet of water to be delivered in any calendar year under this contract to such maximum quantity of water as the Secretary may determine to be reasonably required for beneficial use by District.

(i) The United States reserves the right temporarily to discontinue or reduce the amount of water to be delivered hereunder whenever such discontinuance or reduction is made necessary for purposes of investigations, inspections, replacements, maintenance or repairs to any works whatsoever affecting, utilized or, in the opinion

of the Secretary, necessary for delivery of water hereunder, it being understood that so far as feasible the United States will give reasonable notice in advance of such temporary discontinuance or reduction.

(j) The United States, its officers, agents, and employees shall not be liable for damages when, for any reason whatsoever, suspensions or reductions in delivery of water occur.

Receipt of Water by District

11. The District shall receive the water to be delivered to it by the United States under the terms hereof at the delivery point or points in the Colorado River specified in Article 10(a)(i) hereof and shall perform all acts required by law or custom in order to maintain its control over such water and to secure and maintain its lawful and proper diversion from the Colorado River. This contract imposes no obligation upon the United States and the United States assumes no obligation whatsoever for the diversion and transportation of the water delivered to District pursuant hereto from the point or points of delivery to the District herein specified to the place of use. District shall install and maintain at its own cost and in such manner as shall be satisfactory to the Regional Director all turnouts, gates, checks, pumps, pipelines, equipment and appurtenances of whatever nature necessary to divert, pump, and transport the water delivered to it by the United States from the point or points of delivery to the District to the place of use. The diversion and conveyance of such water by District

to the place of use shall be without any expense to or obligation of the United States, regardless of any fluctuation, for whatever reason, in the water surface elevation of Lake Mead, Lake Mohave, or of the Colorado River; provided, however, that the capacity of all pumps installed by District for said purposes and the maximum rate of flow at which surface water may be diverted hereunder shall not exceed two hundred (200) cubic feet per second in the aggregate. District shall, at its own cost and without expense to the United States, obtain all necessary rights-of-way required for said diversion and conveyance of water. Where rights-of-way across lands of the United States are required by District for said diversion and conveyance, application therefor will be considered by the United States under terms and conditions deemed appropriate by the United States. The United States shall at all times have a right of access over any lands of District for the purpose of inspecting said turnouts, gates, checks, pumps, pipelines, equipment and appurtenances, as well as for inspecting any wells or facilities for pumping water from the underground as described in Article 9(h) hereof.

#### Measurement of Water

12. The surface water delivered hereunder shall be measured at the point or points of diversion from the Colorado River or at such other point or points in any works used by District to convey water therefrom to its place of use as shall be satisfactory to the Regional Director (with suitable adjustment for losses between such points of diversion

and measurement), and by such measuring and controlling devices or such automatic gauges or otherwise as shall be approved by the Secretary, provided, however, that all water pumped by the District or by any other person, firm, or corporation from wells located within or outside the District for use within the District or from wells located within the District for use outside the District shall be measured at the well site by measuring devices approved by the Secretary. All of said measuring and controlling devices, or automatic gauges, shall be furnished, installed, and maintained in manner satisfactory to the Regional Director, by or under direction of District and without any expense to the United States and shall be subject to the inspection of the United States whose authorized representative shall be allowed access at all times to them. Any deficiencies found therein by the United States shall be promptly corrected by and at the expense of District.

#### Record of Water Diverted

13. On or before the tenth day of each month following the first delivery of water hereunder, District shall make full and complete written reports to the Regional Director on forms to be designated and supplied by the United States for said purpose as to all water delivered to or diverted by District from the Colorado River during the preceding month, including both surface water and pumped water, unless a different reporting period or a longer interval between such reports is established in writing by the Regional Director. The United States shall have free access at all reasonable times to books and records of District relating to the diversion and distribution of water delivered to

or diverted by District from the Colorado River with the right at any time during office hours to make copies of or from the same.

Charge for Delivery of Water

14. A charge of twenty-five cents (\$.25) per acre-foot shall be made by the United States and paid by the District for surface water ordered and diverted and/or delivered to District under this contract and/or pumped from wells as described in Articles 9(h) and 10(a)(i) hereof which is used for municipal and industrial purposes, as may be determined by the Regional Director based on reports furnished by District pursuant to Article 13 hereof. Unless a billing period including two or more months is established by written notice to District from the United States, the District shall pay the United States monthly for water delivered hereunder. The United States will submit bills to District by the twentieth day of each month immediately following the month during which the water is delivered or diverted or by the twentieth day of the month following the longer billing period established pursuant to the written notice provided for above and payments shall be due on the first day of the month immediately succeeding. If such charges are not paid when due, an interest charge of one percentum (1%) of the amount unpaid shall be added thereto as liquidated damages and, thereafter, as further liquidated damages, an additional interest charge of one percentum (1%) of the principal sum unpaid shall be added on the first day of each succeeding calendar month until the amount due, including such interest, is paid in full.

Refusal of Water in Case of Default

15. The United States reserves the right to refuse to deliver water to District, or to permit water to be diverted by District from the Colorado River, in the event of default for a period of more than six (6) months in any payment due or to become due from District under this contract.

Releases and Indemnity

16. District hereby expressly releases, and agrees that it will hold harmless, the United States, 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 diversion, pumping, transportation or use of said water by District, and District hereby covenants and agrees that the United States, its officers, agents, employees, successors or assigns, shall not be liable for damages when suspensions or reductions in delivery of water occur for any reason whatsoever including, but not limited to, an insufficient supply of water, as determined by the Secretary, or by hostile diversion, drought or interruption of service occasioned by necessary repairs to any of the works by means of which water is stored or for damages caused by floods, unlawful acts or unavoidable accidents. Water will be delivered hereunder without treatment of any kind and without any warranty whatsoever by the United States as to the quality or fitness of such water for the uses or purposes of District. District hereby expressly relieves and releases the United States, its officers,

agents and employees, from any liability or responsibility whatsoever for the quality, composition or contents of the water delivered hereunder, or for any lack of fitness of such water for any use thereof intended by District, or other users thereof, either as such water may arrive at the point or points of delivery or at the place or places of use by the District. The District also hereby expressly relieves and releases the United States, its officers, agents and employees, from any liability or responsibility whatsoever for any loss of water delivered hereunder which may occur between the point or points of delivery and the place or places of use by the District.

Inspection by the United States

17. The Secretary or his representative shall at all times have the right of ingress to and egress from all works utilized by the District, or by any water company or other person, firm or corporation representing the District with regard to the diversion, processing, storage and distribution of water delivered hereunder for use by the District, for the purpose of inspection of such works and for all other proper purposes. The Secretary or his representatives shall also have free access at all reasonable times to the books and records relating to the diversion, processing, storage and distribution of water delivered hereunder with the same right at any time during office hours to make copies of or from the same. Except in an emergency, written notice shall be given in advance of such inspection.

### Water Pollution Control

18. The District agrees that it will comply fully with all applicable Federal laws, orders, and regulations, and the laws of the State of Arizona, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants. The District further agrees that any contract it may enter into with a third party for the furnishing of project water will contain a similar water pollution control article.

### Quality of Water

19. The operation and maintenance of project facilities and the construction of new project facilities for the provision of project water under this contract shall be performed in such manner as is practicable to maintain the quality of raw water to be furnished hereunder. The United States is under no obligation to construct or furnish water treatment facilities to maintain or to better the quality of water except to the extent such facilities are expressly referred to elsewhere in this contract as part of the project facilities to be constructed by the United States pursuant to Reclamation law or as otherwise required by law. Further, the United States does not warrant the quality of water to be furnished pursuant to this contract.

#### Termination

20. The United States reserves the right to terminate this contract by written notice of termination to District if (a) the District shall be in arrears for more than twelve (12) months in the payment of any charge including interest due to be paid by it hereunder or (b) in the event of default by District in complying with any term, condition, or provision of this contract, and its failure to cure such default within thirty (30) days after service of written notice upon District specifying the nature of such default. In the event of such a termination, or the termination of this contract for any other reason, District hereby covenants and agrees to hold the United States harmless from any claims, damages, or alleged causes of action claimed to have resulted from such action. Nothing contained in this contract shall relieve District from any obligation to make the United States whole for the period of this contract for all losses or damages occasioned by the failure of District to pay for the water delivered to or diverted by it hereunder.

#### Excess Lands

21. Pursuant to the provisions of the Federal Reclamation Laws, water made available hereunder shall not be delivered to more than one hundred sixty (160) irrigable acres in the beneficial ownership of any one person or other entity or of more than three hundred twenty (320) irrigable acres held in the beneficial ownership of husband and wife as tenants in common, or by the entirety, or as community property,

except that delivery may be made to lands held in excess of this limitation if recordable contracts for the sale of such lands under terms and conditions satisfactory to the Secretary of the Interior and at prices not to exceed those fixed by the Secretary of the Interior are executed as are provided for by the provisions of Section 46 of the Act of May 25, 1926 (44 Stat. 649), as amended by the Act of July 11, 1956 (70 Stat. 524), and the Act of September 2, 1960 (74 Stat. 232).

#### Rules and Regulations

22. There is reserved to the Secretary the right to prescribe and enforce rules and regulations governing the delivery and diversion of water hereunder. Such rules and regulations may be modified, revised and/or extended from time to time after notice to District and opportunity for it to be heard, as may be deemed proper, necessary, or desirable by the Secretary to carry out the true intent and meaning of the law and of this contract, or amendments hereof, or to protect the interests of the United States. District hereby agrees that in the operation and maintenance of its diversion works, water transportation system, wells, and facilities appurtenant to the foregoing, all such rules and regulations will be fully adhered to.

#### Priority of Claims of the United States

23. Claims of the United States arising out of this contract shall have priority over all others, secured or unsecured.

Contingent Upon Appropriations or  
Allotments of Funds

24. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by Congress or the allotment of funds by any Federal agency or authorized person shall be contingent upon such appropriations or allotments being made. The failure of Congress so to appropriate funds or the failure of any Federal agency or authorized person, to make an allotment of funds shall not relieve the District from any obligation under this contract and no liability shall accrue against the United States, its officers, agents, or employees in case such funds are not appropriated or allotted.

Rights Reserved Under Section 3737, Revised Statutes

25. All rights of action for breach of any of the provisions of this contract are reserved to the United States as provided in Section 3737 of the Revised Statutes of the United States.

Remedies Under Contract Not Exclusive

26. Nothing in this contract shall be construed as in any manner abridging, limiting, or depriving the United States or the District of any means of enforcing any remedy either at law or in equity for the breach of any of the provisions hereof which it would otherwise have. The waiver of a breach of any of the provisions of this contract shall not be deemed to be a waiver of any provision hereof, or of any other or subsequent breach of any provision hereof.

Interest in Contract not Transferable

27. No interest in this contract is transferable by the District to any other party, and any such attempted transfer shall cause this contract to become subject to annulment at the option of the United States.

Assurances Relating to Validity of Contract

28. Promptly after execution of this contract by the parties, the District shall institute and diligently prosecute to judgment proceedings in a court of competent jurisdiction for a judicial confirmation of the authority of the District to furnish water for domestic purposes to residents within the District, to contract for the purposes stated herein, and of the validity of this contract. The United States shall not be in any manner bound under the terms and conditions of this contract unless and until a confirmatory final judgment in such proceedings shall have been rendered by such court and affirmed on appellate review, if ground for appeal be laid. The District shall without delay and at its own cost and expense furnish the United States for its files, copies of all proceedings relating to the confirmation proceedings in connection therewith, which said copies shall be properly certified by the Clerk of the Court in which confirmatory judgment is obtained.

Notices

29. (a) Any notice, demand or request required or authorized by this Contract to be given or made to or upon the United States shall

be delivered, or mailed postage prepaid, to the Regional Director, Region 3, United States Bureau of Reclamation, Boulder City, Nevada 89005, except where, by the terms hereof, the same is to be given or made to or upon the Secretary, in which event it shall be delivered, or mailed postage prepaid, to the Secretary, at Washington, D. C. 20240.

(b) Any notice, demand or request required or authorized by this Contract to be given or made to or upon the District shall be delivered, or mailed postage prepaid, to it at Mohave Valley Irrigation and Drainage District, P. O. Box 5100, Mohave Valley, Arizona 86440.

(c) The designation of any person specified in this Article, or in any such request for notice, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this Article for other notices.

#### Officials not to Benefit

30. 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.

#### Uncontrollable Forces

31. No party shall be considered to be in default in respect to any obligation hereunder, if prevented from fulfilling such obligation by reason of uncontrollable forces, the term "uncontrollable forces"

being deemed, for the purposes of this Contract, to mean any cause beyond the control of the party affected, including but not limited to inadequacy of water, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Any party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

Development and Compilation of Records and Reports

32. The District shall make full and complete annual written reports to the United States, on forms to be approved and furnished by the Secretary, covering all water delivered hereunder to the lands of the District, the disposition of such water, and the nature, extent and total estimated value of each kind of crop produced on the total acreage of the District during each calendar year as follows: on February 15, crop reports covering the calendar year ending December 31 next preceding and reports covering all water delivered hereunder to the lands of the District and the disposition of such water during the calendar year ending December 31 next preceding as hereinafter provided. The District shall in such manner as the Secretary may require, measure and keep complete records, in form satisfactory to

the Secretary, of the quantities of water recovered from drain and waste ditches, delivered to each water user in the District, returned to the Colorado River System in measurable quantities, and other receipts or deliveries of water.

Equal Opportunity Clause

33. During the performance of this contract, the District, hereinafter referred to as contractor, agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under the Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided

in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, That in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Inclusion of the Equal Opportunity clause may be by reference to section 202 of Executive Order No. 11246, dated September 24, 1965, as amended. Subcontracts below the second tier, other than subcontracts calling for construction work at the site of construction are exempt from inclusion of the clause.

Assurance of Compliance  
Title VI, Civil Rights Act of 1964

34. The District, hereinafter referred to as "Applicant-Recipient", hereby agrees as follows:

(a) To comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the United States Department of the Interior, Bureau of Reclamation, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

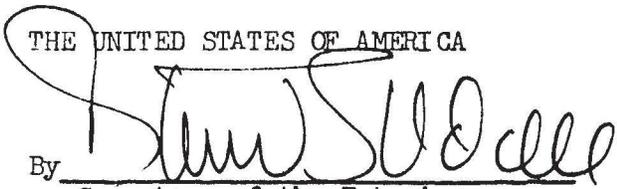
(b) That if any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the United States Department of the Interior, Bureau of Reclamation, this assurance obligates the Applicant, Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the United States Department of the Interior, Bureau of Reclamation.

(c) To give this assurance in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the United States Department of the Interior, Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees.

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

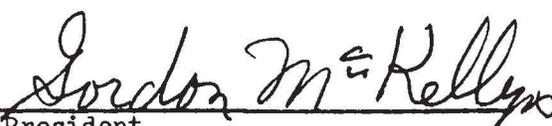
THE UNITED STATES OF AMERICA

By

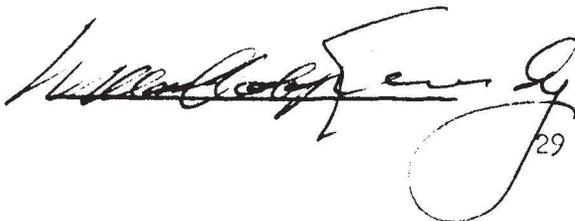
  
Secretary of the Interior

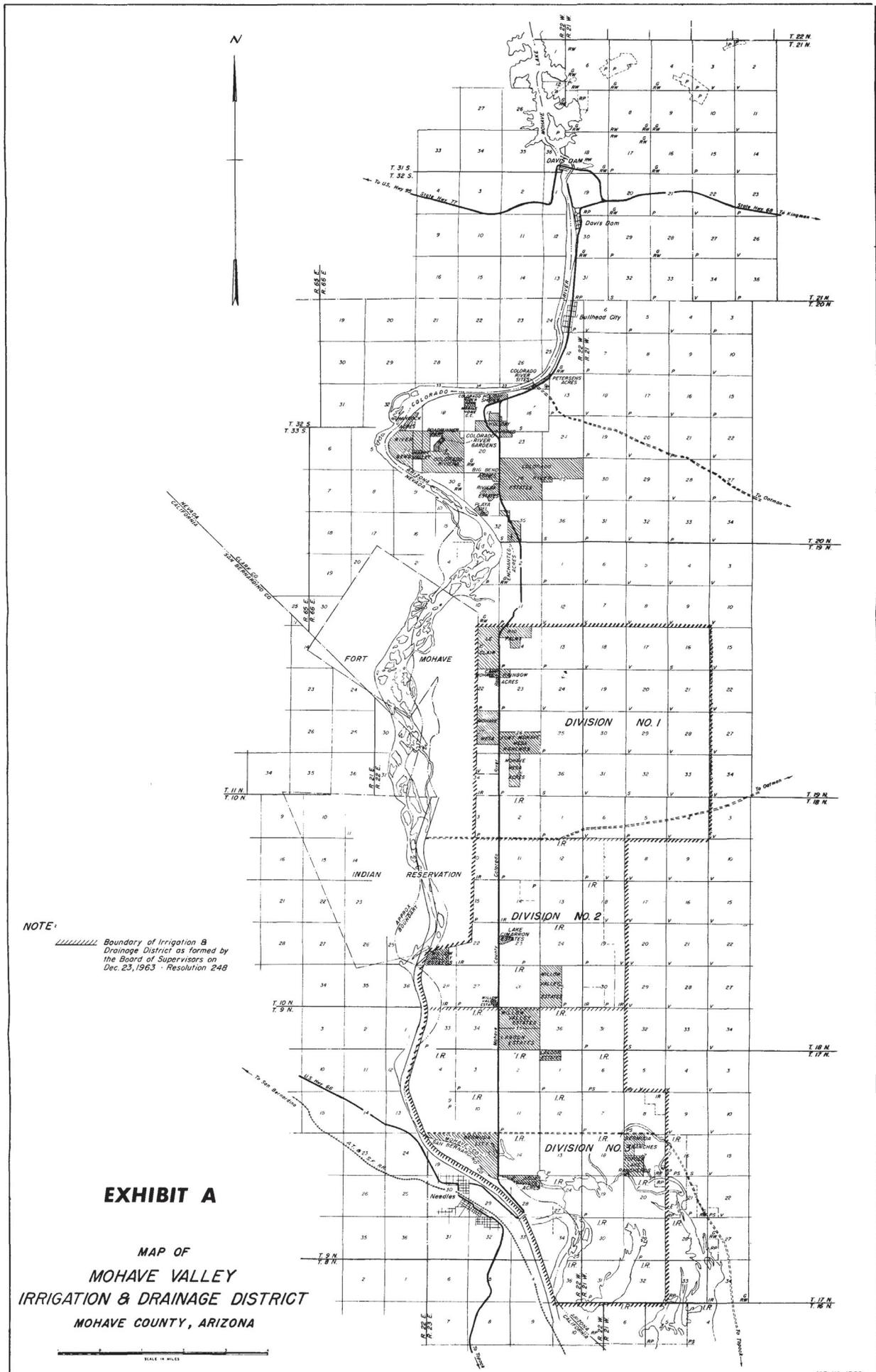
MOHAVE VALLEY IRRIGATION AND  
DRAINAGE DISTRICT

By

  
President

Attest:

  
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**NOTE:**  
 Boundary of Irrigation & Drainage District as formed by the Board of Supervisors on Dec. 23, 1963 - Resolution 248

**EXHIBIT A**  
 MAP OF  
 MOHAVE VALLEY  
 IRRIGATION & DRAINAGE DISTRICT  
 MOHAVE COUNTY, ARIZONA