



AGREEMENT FOR CARRIAGE OF WATER

_____ IRRIGATION PROJECT

Wateruser Name: _____
Wateruser Address: _____
Acres to be served: _____
Water Quantity Authorized/Allowed/Entitled: _____
Legal Description of Tract(s): _____
Authorized Water Right: _____
BIA Delivery Lateral(s): _____
Delivery Structure(s) I.D. Number (Maximo): _____
Agreement Number (Assigned by NIIMS): _____

THIS AGREEMENT is entered into by _____ (hereinafter referred to as “Wateruser”), and _____ (hereinafter referred to as “Project”), acting by _____, (*title*), duly authorized.

RECITALS

1. Wateruser is the owner of the irrigable land identified above and responsible for payment of all charges associated with this agreement.
2. The United States is the sole owner of the (*delivery lateral*) _____, a facility of the Project, which is the only delivery system that can serve the Wateruser’s Property.
3. Operating Agent is the third-party entity (if applicable) with authority for water delivery, in addition to the Project. Operating Agent may be a State Agency, or public or private canal company.
4. Officer-in-Charge is the Bureau of Indian Affairs (BIA) Project Manager, BIA Agency Superintendent, or designated official for the Project.
5. The United States presently has sufficient carrying capacity in the (*delivery lateral*) _____ to carry the authorized quantity of water identified



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above for the Wateruser and is willing to carry such water from the heading of the (delivery lateral) _____ to the end of the Wateruser's delivery point.

NOW, THEREFORE, in consideration of mutual covenants and conditions, it is agreed between the parties as follows:

6. The Project agrees to carry such water, as the Wateruser may be entitled under the rules and regulations and laws of the State of _____, Federal Law, and the rules and regulations governing the Project.

7. Delivery and Conveyance Loss:

Wateruser shall be responsible for all arrangements necessary for delivery of the authorized water quantity, including any estimated conveyance losses to be determined by (operating agent, if applicable) _____ and the Project. Conveyance loss is the amount of water lost during conveyance of water between the reservoir to the BIA's main diversion point, into (delivery lateral) _____, and to the Wateruser's delivery point.

8. Wateruser may install and maintain a BIA-approved water measuring device for monitoring the delivery of the authorized water quantity in conformance with the requirements of the Project.
9. Wateruser shall pay an annual delivery charge per irrigable acre for the carriage by the Project of the authorized quantity to Wateruser's delivery point (the "Carriage Charge") which equals _____. The Carriage Charge is not less than 100 percent (100%) of the annual per-irrigable-acre operation and maintenance ("O&M") charge fixed by the Secretary of the Interior for the Project from year to year. 25 C.F.R. § 171.605(d) requires third parties to "pay us all administrative, operating, maintenance, and rehabilitation costs associated with any [carriage] agreement established under this section before we will convey water."
 - a. BIA shall generate and send yearly (via mail or electronic mail per regulations) a single billing statement of the Carriage Charge to Wateruser thirty (30) days prior to the due date.
 - b. Wateruser shall pay the Carriage Charge pursuant to instructions in the billing statement.



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- c. The Carriage Charge will be billed for the full acres identified above and with a due date in advance of water delivery, and shall be paid regardless of the amount of water actually used by Wateruser or delivered to the delivery point.
 - d. Wateruser shall pay any applicable fees to the Operating Agent through which non-Project water is conveyed; All assessments must be paid to the Project and Operating Agent, if applicable, before the Project may take delivery of water from the Operating Agent and/or deliver water from the Project to the Wateruser.
10. This Agreement for Carriage of Water shall terminate upon:
- a. Written notice from Wateruser to BIA's Officer-in-Charge that Wateruser no longer desires the benefit of this Agreement.
 - b. Failure of Wateruser to make payment of the Carriage Charge, on or before the due date. Termination will be at the discretion of the Project and may be deferred if a payment plan is in place pursuant to 25 C.F.R. § 171.550. Failure to make payments under any payment plan are subject to 25 C.F.R. § 171.560 and other applicable regulations.
 - c. Violation by Wateruser of Project rules and regulations or misuse of Project facilities, as determined by BIA's Officer-in Charge. The Project will discontinue irrigation service for a period of time that it determines if Wateruser does not cure the violation.
 - d. A determination by the Officer-in-Charge that this Agreement is not in the best interest of the Project.
11. Written notice of the termination of this Agreement under Paragraph 8.b, 8.c, or 8.d shall be given to Wateruser thirty (30) days prior to the effective date of such termination.
12. The Project shall not be liable to Wateruser for the failure of the Project to deliver the authorized water quantity due to circumstances beyond the control of the Project, including but not limited to drought, earthquake, storms, court orders, terrorism, or interruptions in service from the Project as a result of the need for system repair.



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- 13. This Agreement shall not be effective until approved, in writing, by the Secretary of the Interior of the United States or duly authorized representative.

- 14. The covenants and promises herein contained are binding upon the signatories hereto and are not transferable to the parties' successors or assigns.

- 15. Appeals from decisions made by the Officer-in-Charge with respect to this Agreement will be made in accordance with 25 C.F.R. Part 2.

SIGNED:

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

Wateruser

Officer-in-Charge

Date

Date

APPROVED:

Regional Director

Date



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Purpose: This form is for requesting an Agreement for Carriage of Water which if approved, BIA may contract with you to 1) convey third-party water through BIA irrigation facilities, or 2) convey water through third-party facilities to provide irrigation service to isolated assessable lands.

Instructions: Return this completed form to your local Irrigation Office. Any additional information required by the project office responsible for providing your irrigation service shall also be provided.

Paperwork Reduction Act Notice of 1995 – This information is being collected as required under the Debt Collection Improvement Act of 1996 (DCIA) from individuals and organizations doing business with the government. Public reporting burden for this form is estimated to average 15 minutes to fill out the form; and the negotiation and official determination by the Officer-in-Charge of an agreement for carriage of water takes an average of 45 minutes; resulting in a total burden of 1 hour. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Indian Affairs, 1001 Indian School Road NW, Suite 229, Albuquerque, NM 87104. Note: Comments, names and addresses of commentators are available for public review during regular business hours. If you wish us to withhold this information you must state this prominently at the beginning of your comment. We will honor your request to the extent allowable by law. A federal agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The number and expiration date are displayed in the upper right corner of the form.

Privacy Act Statement – Authority: 25 U.S.C. 11; 31 U.S.C. 3711; and 25 CFR Part 171. This information is being collected from individuals and organizations doing business with the government as required under the Debt Collection Improvement Act of 1996 (DCIA). Purpose: The principal purpose for collecting this information is so the Bureau of Indian Affairs (BIA) can evaluate an applicant's request for an Agreement for Carriage of Water. Information collected may be used for billing, collections, proper payment application and debt management actions. Routine Use: Information collected is used by the BIA for contracting with you to 1) convey third-party water through BIA irrigation facilities, or 2) convey water through third-party facilities to provide irrigation service to isolated assessable lands; servicing the account if you own or lease land within an irrigation project where we assess fees and collect monies to administer, operate, maintain, and rehabilitate project facilities. This information may be disclosed to the U.S. Department of Justice or in a proceeding before a court or adjudicative body; Federal, state, local, or foreign law enforcement agency; Congress; U.S. Department of Treasury to effect payment; Federal agency for collecting a debt; and other Federal agencies to detect and eliminate fraud. The information may also be used for filing tax documents with the Internal Revenue Service (IRS) as required by law pursuant to the routine uses identified in the National Irrigation Information Management System (NIIMS), Interior, BIA-34. Disclosure: Voluntary; however, not doing so will prevent you from participating in or obtaining an Agreement for Carriage of Water.