

*American Falls Reservoir*

U. S. B. R.  
New Divisions

March 30, 1921

8000<sup>cts</sup>

8000<sup>cts</sup>

This right is subject to certain restrictions set out in detail in the Palisades contracts. The first 1700 second-feet is available for diversion by the Gooding Project if American Falls Reservoir is filled to capacity. If that reservoir is not filled the Gooding project gets 1/2 of the first 1700 second-feet and 1/2 is to stored in American Falls reservoir. The remaining 6300 second-feet is exclusively for storage in American Falls reservoir and is not subject to voting rights at District No. 36 water meetings.

<sup>201</sup>  
\*36 Water District Report on  
Secured Rights  
Snake River  
(Rev. to 4-1-61)

SCANNED  
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1921

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DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

BES-FH.

OFFICE OF  
DISTRICT COUNSEL

Boise, Idaho, April 23, 1921.

Mr. W. G. Swendsen,  
State Commissioner of Reclamation,  
Boise, I d a h o .

Dear Sir:-

Replying to your letter of April 22, 1921,  
enclosing contract dated May 1, 1921, with the United  
States, providing for division of the expense of  
distribution of natural flow and stored water from  
Snake River:

I am enclosing copy of the proposed contract  
for your files.

Very truly yours,

*P. E. Stoutemyer*  
District Counsel.

enc.

CC-American Falls.



RECEIVED  
APR 25 1921  
DEPARTMENT OF COMMERCE

COMMERCIAL ATTACHE

CHICAGO

TO DIRECTOR

URGENT

REPLY TO

CHICAGO

APRIL 25 1921

REPLY TO

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APRIL 25 1921

REPLY TO

CHICAGO



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Minidoka PROJECT Idaho

THIS AGREEMENT, made this first day of May, nineteen hundred  
and twenty-one, in pursuance of the act of June 17, 1902 (32 Stat., 388), and  
acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA  
hereinafter styled the United States, by

BARRY DIEBLE, Project Manager

United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper  
supervisory officer of the United States Reclamation Service, and the STATE OF IDAHO,  
acting for this purpose through W. G. SWENDSEN, State Commissioner  
of Reclamation,

hereinafter styled Contractor, its ~~being, executors, administrators, successors, and assigns.~~

WITNESSETH: The parties covenant and agree that—

~~2. The Contractor will~~

2. WHEREAS, the United States is the owner of that certain  
storage reservoir in the State of Wyoming known as the Jackson  
Lake Reservoir, which furnishes storage water for the irrigation  
of that certain Federal Reclamation Project known as the Minidoka  
Project, and for the following Carey Act Projects, Irrigation  
Districts, Cooperative Irrigation Companies, and individuals,  
with which contracts have been made under the provisions of the  
Act of Congress known as the Warren Act:

Aberdeen-Springfield Canal Co.  
Bradbury and McMullen  
Burgess Canal & Irrigation Company  
Enterprise Canal Company, Ltd.  
Farmers Friend Irrigation Company  
Harrison Canal & Irrigation Company  
Lenroot Canal Co., Limited  
Lowder Slough Canal Co., Ltd.  
Lyle, W. S.  
Martin Canal Company.  
New Sweden Irrigation District  
Peoples Canal & Irrigation Company  
Poplar Irrigation District  
Rudy Irrigation Canal Company  
Snake River Valley Irrigation District  
(Over)



Sunnyvale Irrigation District  
Twin Falls Canal Company  
Kuhn Irrigation & Canal Company

5. The contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid: *Provided, however,* It is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the contractor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

6. Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.



5. AND WHEREAS, all of said projects are located in the State of Idaho, and include an aggregate acreage of about 747,693 acres of irrigable lands, and whereas all of said storage water from said reservoir is conveyed to the several projects entitled to the same thru the channel of Snake River in which river channel the said stored water is mingled with the natural flow of said stream to which natural flow the above named projects and numerous other projects in the State of Idaho hold vested rights under various dates of priority as decreed by the Courts.

6. AND WHEREAS, the statutes of the State of Idaho provide for the distribution of stored water by a Special Deputy and assistants appointed for that purpose by the State Commissioner of Reclamation, under the provisions of the Act entitled "Conveyance of stored water thru natural channels; Appointment of Special deputy" (Section 5624 Idaho Compiled Statutes 1919). And whereas the Idaho Statutes also provide for the distribution of natural flow by a State Watermaster and assistants, elected or appointed for that purpose and whereas, the duties of the Watermaster in charge of natural flow and the duties of the Special Deputy in charge of stored water overlap, and the determination and diversion of the one class of water can not be effected without involving the division and determination of the other.

7. AND WHEREAS, the said Idaho Compiled Statutes provide that the owner of the reservoir, proceeding under that act, shall pay to the Special Deputy and to each assistant a sum not exceeding five (\$5.00) dollars per day, and whereas, the said Statute makes no provision for the payment of traveling and other expenses necessary to the proper administration of said distribution of stored water from Snake River, and whereas, all of the said parties holding Warren Act contracts for such storage rights have agreed to pay to the United States a proportionate part of all the costs and expense of the division and distribution of such stored water.

8. AND WHEREAS, success in growing of crops on all of said projects depends in large measure upon prompt and efficient distribution of such stored water to the parties entitled thereto.

9. AND WHEREAS, the United States and the said holders of Warren Act contracts desire a more efficient service in the distribution of said stored water than can be secured by temporary employees at a rate of \$5.00 per day and desire that the said special deputy and assistants will be able to travel where necessary in the performance of their duties, and that said Special Deputy and certain of his assistants forming a nucleus of the summer organization be employed throughout the entire year..



10. NOW, THEREFORE, It is hereby agreed that the United States will cooperate with the State of Idaho in the payment of the cost and expense of the distribution of stored water and natural flow from Snake River during the period from May 1, 1921 to May 31, 1923, inclusive, by paying to the State the following amounts and items of such expense:

11. The United States will pay to the State of Idaho toward the cost of the distribution of stored water from Jackson Lake Reservoir from May 1, 1921 to May 31, 1923, inclusive, the following:

(a) The salary of the Special Deputy at Four Hundred (\$400) Dollars per month for the months of June, July, August and September of each year, and personal expenses of the Special Deputy while away from headquarters at Idaho Falls, Idaho, at not to exceed Five (\$5.00) dollars per day.

(b) The transportation, traveling and other necessary or proper expenses of the Special Deputy not included in the preceding paragraph (Article 11-a) during the performance of such duties in the distribution of said stored water not to exceed Five Hundred (\$500.00) dollars for such expense during the four months, June, July, August and September of each year. It is understood that the Special Deputy will furnish his own automobile and will be reimbursed for the use and all cost of operating same in connection with this work, at the rate of fifteen (15¢) cents per mile.

(c) The cost of telephone and telegraph messages between officers of the U. S. Reclamation Service and the State employees provided for in this contract whose entire salaries are charged to the delivery of stored water and also the cost of messages between State employees in connection with their duties, during the four months, June, July, August and September of each year.

(d) One half the cost of office rent, telephone service charge and telephone and telegraph messages during the months, June, July, August and September of each year between those State employees provided for in this contract whose salaries are charged either wholly or in part to the delivery of stored water and other State employees also provided for in this contract whose salaries are charged either wholly or in part to the delivery of natural flow, the remaining one-half to be charged to the delivery of natural flow (see Article 11-a)



(e) The salary of not to exceed four (4) gage readers at the rate actually paid by the State, not to exceed One Dollar (\$1.00) each per day for the number of days actually employed in such work during the months of June, July, August and September of each year.

(f) One-half the salary and expense of not to exceed ten (10) assistants--stenographers, river riders, hydrographers, and gage readers--who will be employed during the months of June, July, August and September of each year, for the joint purpose of division, measurement and distribution of stored water and natural flow, the rate of pay of stenographers not to exceed Five (\$5.00) Dollars per day for salary and expenses, and of each of the river riders not to exceed Twelve (\$12.00) Dollars per day for salary and expenses, and of each gage reader not to exceed, for salary and expenses, Fifty (\$50.00) Dollars per month for the one at Weeley, Idaho, and Five (\$5.00) Dollars per month for any others, and of each hydrographer not to exceed Two Hundred Fifty (\$250.00) Dollars per month for salary, plus actual expenses when absent from headquarters at Idaho Falls, Idaho, not to exceed Four (\$4.00) Dollars per day for personal expenses, the remaining one-half of the salary and expenses of such assistants to be charged to the delivery of natural flow (See Article 11-a). It is understood that should any of the hydrographers use personally-owned automobiles on official work, they are to be reimbursed for the use and all costs of operating same in connection with this work at the rate of Fifteen cents (15¢) per mile.

The said payments to be made monthly by the United States to the State of Idaho upon vouchers signed by the Commissioner of Reclamation, acting on behalf of the State, accompanied by a certificate of the State Commissioner of Reclamation as to the amount and correctness of the said account, and also accompanied by such other supporting papers as may be required by the fiscal officers of the United States.

(g) A proportionate part not to exceed Five thousand (\$5000.00) Dollars of the cost during the months of October to May inclusive of each year of the preparation of reports on the delivery of stored water and natural flow in District #36 during the irrigation seasons of 1921 and 1922 including the cost of acquisition, compilation, and tabulation of hydrometric and other data necessary in connection therewith or incidental thereto and not otherwise expressly provided for in this contract including also the cost of office rent, telephone and telegraph messages, etc., and the salaries and expenses of not to exceed one Special Deputy Commissioner of Reclamation, two hydrographers, and one stenographer during said months of October to May inclusive of each year, which proportion shall be the same proportion as



the cost of delivering stored water in District 36 during the preceding months of May to September inclusive of each year bears to the total cost of delivering both stored water and natural flow in District 36 during the same period, the remaining portion of said cost to be charged to the delivery of natural flow (see Article 11-b) provided that Thirty six (36) per cent of the cost and expense of this work for the month of May 1921 shall be charged to the cost of delivering stored water and the remainder to the cost of delivering natural flow in District 36 and provided further that the salaries of employees and reimbursements for actual personal and traveling expenses during these periods shall be subject to the same limitations as provided in items (a), (b) and (f) of this article for the period June to September inclusive.

12. The United States will also pay to the State of Idaho for services in the delivery and distribution of the natural flow of Snake River from May 1, 1921 to May 31, 1923

(a) That proportionate part of the cost and expense of the delivery of natural flow by the State Watermaster and his assistants that the number of acre-feet of the natural flow of Snake River delivered to the Minidoka project by the said Watermaster and his assistants during each of the seasons of 1921 and 1922, is of the total number of acre-feet delivered from Snake River by said Watermaster and his assistants during the seasons 1921 and 1922 to be payable by the United States to the State of Idaho upon a voucher signed by the Commissioner of Reclamation on behalf of the State, and accompanied by a certificate of the State Commissioner of Reclamation showing in detail the total cost of such delivery of natural flow from Snake River, the number of acre-feet of such natural flow delivered to each canal and the proportion the amount delivered to the Minidoka Project bears to the total.

(b) That proportionate part of the portion of the cost of the preparation of reports on the delivery of stored water and natural flow in District #36, etc., mentioned in article 11-g as being chargeable to the delivery of natural flow that the number of acre-feet of the natural flow of Snake River delivered to the Minidoka Project by said Watermaster and his assistants during each of the preceding seasons of 1921 and 1922 is of the total number of acre-feet delivered from Snake River by said Watermaster and his assistants during said preceding seasons of 1921 and 1922, to be payable monthly



by the United States to the State of Idaho upon vouchers signed, on behalf of the State, by the Commissioner of Reclamation, and accompanied by his certificate showing the proportion the amount of natural flow delivered to the Minidoka Project in each season bears to the total amount of natural flow delivered from Snake River in the same season, provided that the total amount payable under article 12-a and (b) shall not exceed Three thousand (\$3000.00) Dollars.

13. The State of Idaho, acting thru its Special Deputy appointed by the State Commissioner of Reclamation, and its State Watermaster, will during the irrigation seasons of 1921 and 1922, proceed to patrol District 36 of Snake River including the North and South Forks in Idaho above Milner dam, and will measure and distribute the stored water turned into the Snake River from Jackson Lake reservoir to the various parties entitled to same under and by reason of contracts with the United States. A list of such parties with the amount to which each is entitled will be furnished to the State Commissioner of Reclamation by the Project Manager or other representative of the United States, which list may be amended from time to time by the representatives of the United States, should other parties become entitled to stored water by contract with the United States. And the State of Idaho, acting thru the said Special Deputy State Commissioner of Reclamation and State Watermaster will measure and distribute the natural flow of Snake River to the parties entitled thereto under the Decrees of the Courts regulating and controlling all headgates of Snake River in said District 36 so that each party entitled to natural flow or stored water will receive as nearly as possible the amount to which he is entitled, and for this purpose will appoint and employ all necessary deputies and assistants selecting for such Special Deputy, Watermaster, and Assistants the men who are, in the opinion of the State Commissioner of Reclamation, most capable, experienced and efficient in such work subject to the availability of such men at the rates of pay herein specified and regardless of political or other considerations.

14. This contract may be terminated by the United States at any time between October 1, 1921 and May 31, 1923 upon one month's written notice.



..... For and in consideration of the faithful performance of this contract, the Contractor shall be paid

**15**... No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

**16**... It is further stipulated and agreed that in the performance of this contract no persons shall be employed who are undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several State or Territories or municipalities having criminal jurisdiction.

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

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written

THE UNITED STATES OF AMERICA,

By .....

**Project Manager** ....., U. S. R. S.

**STATE OF IDAHO** .....

*Contractor.*

\* BY **W. G. SWENDSEN.** .....

**State Commissioner of Reclamation**

P. O. Address **Boise, Idaho** .....

† Approved:

(Date) \_\_\_\_\_, 19\_\_\_\_

\* See pars. 6 and 7, Instructions, over.

† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.



## AFFIDAVIT OF DISINTERESTEDNESS

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with \_\_\_\_\_ that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said \_\_\_\_\_, or to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

\_\_\_\_\_, U. S. R. S.

Subscribed and sworn to before me at \_\_\_\_\_

[OFFICIAL SEAL] this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_ My commission expires \_\_\_\_\_

NOTE.—Execute this affidavit only on the copy for the Returns Office; not on original.

### INSTRUCTIONS

1. Before having contract executed, field officials must see that instructions in paragraph 7, page 203 of Manual, have been fully complied with, and that all clauses such as patent, eight hour, and others applicable to the contract and required by the regulations are inserted therein.

2. Every contract for construction or repair of a public work is required by law to be supported by bond. (Pages 206-208, Manual.)

3. The post-office address of the contractor must appear in the contract, all dates plainly given and blanks carefully filled; and all particulars and conditions stated as fully and as clearly as practicable.

4. Erasures and interlineations or other irregularities must be explained over the signatures of the parties to this agreement. A general statement that "erasures and interlineations were made before execution" is not sufficient.

5. Only one copy of a contract should be executed, unless the Contractor requests an executed copy for his files, in which case the contract may be executed in duplicate.

6. A contract with a firm should describe the Contractor in the preamble as: "\_\_\_\_\_ and \_\_\_\_\_, partners, doing business under the firm name and style of \_\_\_\_\_," the names of all members of the firm being inserted. The contract should be signed in the firm name by a member thereof, who should also affix his title of "Partner" or "Member of firm."

7. A contract with a corporation should describe the Contractor in the preamble as: "\_\_\_\_\_ a corporation duly organized under the laws of the State (or Territory) of \_\_\_\_\_." The signature should be in the following form: "\_\_\_\_\_ by \_\_\_\_\_" (giving official designation), and the corporate seal should be affixed.

8. A certificate under seal of the company that the officer signing the contract is authorized to do so should accompany the contract. If the corporation has no seal, the certificate should state that fact. Such certificate of authority once filed will not be required in a subsequent contract if it bears a reference to the case in which it was furnished, with statement that it is still effective.

9. In the execution of this contract the names of the parties should be signed in ink in the usual manner and as written in the body of the instrument.