<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preamble</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Explanatory Recitals</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Definitions</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Contract Purpose</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>Operating Agreement</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>Title to Remain in the United States</td>
<td>5</td>
</tr>
<tr>
<td>7</td>
<td>Transfer of Operation and Maintenance of the Imperial and Laguna Dams</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>and Senator Wash Pump-Generating Facility and Reservoir Structures</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Operation and Maintenance of Transferred Works</td>
<td>6</td>
</tr>
<tr>
<td>9</td>
<td>Review and Inspection of the Transferred Works for</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Determining Adequacy of Operation and Maintenance</td>
<td>8</td>
</tr>
<tr>
<td>10</td>
<td>Control of Colorado River</td>
<td>9</td>
</tr>
<tr>
<td>11</td>
<td>Scheduling of Water Diversions at Imperial Dam</td>
<td>10</td>
</tr>
<tr>
<td>12</td>
<td>Assumption of Operation and Maintenance of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transferred Works by the United States</td>
<td>12</td>
</tr>
<tr>
<td>13</td>
<td>Rules and Regulations</td>
<td>14</td>
</tr>
<tr>
<td>14</td>
<td>Charge for Late Payments</td>
<td>14</td>
</tr>
<tr>
<td>15</td>
<td>Quality of Water</td>
<td>15</td>
</tr>
<tr>
<td>16</td>
<td>Water and Air Pollution Control</td>
<td>15</td>
</tr>
<tr>
<td>17</td>
<td>Equal Opportunity Clause</td>
<td>15</td>
</tr>
<tr>
<td>18</td>
<td>Title VI, Civil Rights Act of 1964</td>
<td>17</td>
</tr>
<tr>
<td>19</td>
<td>Books, Records, and Reports</td>
<td>17</td>
</tr>
<tr>
<td>20</td>
<td>Notices</td>
<td>18</td>
</tr>
<tr>
<td>21</td>
<td>Assignment Limited-Successors and Assigns</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Obligated</td>
<td>18</td>
</tr>
<tr>
<td>22</td>
<td>Officials Not to Benefit</td>
<td>19</td>
</tr>
<tr>
<td>23</td>
<td>Contingent on Appropriation or Allotment of Funds</td>
<td>19</td>
</tr>
<tr>
<td>24</td>
<td>Administration of Project Lands</td>
<td>19</td>
</tr>
<tr>
<td>25</td>
<td>Disputes or Disagreements</td>
<td>19</td>
</tr>
<tr>
<td>26</td>
<td>Termination</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Signatures</td>
<td>20</td>
</tr>
</tbody>
</table>
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

BOULDER CANYON PROJECT

Contract with Imperial Irrigation District for the Transfer of
Operation and Maintenance of the Imperial and
Laguna Dams and Senator Wash Pump-Generating Facility
and Reservoir Structures

Preamble

1. THIS CONTRACT, made this th day of December, 1982,
pursuant to the act of Congress approved June 17, 1902 (32 Stat. 388), and
acts amendatory thereof, or supplementary thereto, particularly the Act of
August 13, 1914 (38 Stat. 686), between the UNITED STATES OF AMERICA,
hereinafter referred to as the "United States," represented by the officer
executing this contract, hereinafter referred to as "Contracting Officer,"
and the IMPERIAL IRRIGATION DISTRICT, an irrigation district created,
organized, and existing under and by virtue of the laws of the State of
California, hereinafter referred to as "District."

WITNESSETH:

Explanatory Recitals

2. WHEREAS, the United States has constructed Imperial and
Laguna Dams and Senator Wash pump-generating facility and reservoir
structures to divert and deliver Colorado River water to water users in the
States of Arizona and California and to Mexico; and
WHEREAS, the District and the United States entered into a contract dated December 1, 1932, which provided, among other things, for the transfer of operation and maintenance (O&M) of Imperial and Laguna Dams to the District; and

WHEREAS, the provisions of the Mexican Water Treaty of February 3, 1944, require the United States to retain, within the limits and extent necessary to effectuate the provisions of the treaty, the direct ownership, control, and jurisdiction over Imperial Dam and that portion of the All-American Canal from Imperial Dam to and including the Pilot Knob Check and Wasteway; and

WHEREAS, by amendatory contract dated March 4, 1952, the O&M of the All-American Canal from Imperial Dam to Pilot Knob was transferred to the District and the O&M of Imperial and Laguna Dams was retained by the United States; and

WHEREAS, the O&M of the All-American Canal by the District and utilization of said canal for delivery of part of Mexico's water entitlement to the Colorado River at Pilot Knob Power Plant have been satisfactory to the United States and Mexico and have not conflicted with the United States obligations under the Mexican Water Treaty; and

WHEREAS, the District and the United States have agreed that transfer of O&M of Laguna and Imperial Dams as well as the Senator Walsh pump-generating facility and reservoir structures would be mutually beneficial and could be accomplished in a manner consistent with provisions of the treaty; and
WHEREAS, transfer of O&M of the works to a third party is provided for in contracts between the United States and other individual All-American Canal and Gila Gravity Main Canal Contractors;

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

**Definitions**

3. When used herein, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term:

(a) "Secretary" or "Contracting Officer" shall mean the Secretary of the Interior of the United States, or his duly authorized representative.

(b) "Transferred works" shall mean the Imperial and Laguna Dams, and Senator Wash pump-generating facility and reservoir structures, and works appurtenant to each including the flood plain from Imperial Dam to Highway S-24.

(c) "Mexican Water Treaty" shall mean Executive A, 78th Congress, Second Session, a Treaty between the United States of American and the United Mexican States, signed at Washington, D.C., on February 3, 1944, relating to the utilization of the waters of the Colorado and Tijuana Rivers and of the Rio Grande from Fort Quitman, Texas, to the Gulf of Mexico, and Executive H, 78th Congress, Second Session, a protocol signed at Washington on November 14, 1944, supplementary to the Treaty.
(d) "Imperial Dam Water Users" shall mean the Yuma County Water Users' Association, the Bard Water District, the Quechan Indian Tribe/ Bureau of Indian Affairs, the North Gila Valley Irrigation District, the Wellton-Mohawk Irrigation and Drainage District, the Yuma Irrigation District, the Yuma Mesa Irrigation and Drainage District, the Unit B Irrigation and Drainage District, the Coachella Valley Water District, the Imperial Irrigation District, the City of San Diego, and Mexico which is represented by the International Boundary and Water Commission.

(e) "Water operations" shall mean scheduling and delivery of water for purposes presently authorized to be served by the Imperial Dam water users and for fulfillment of the Mexican Water Treaty.

(f) "Year" shall mean the period of January 1 through December 31 of each calendar year.

Contract Purpose

4. The provisions of this contract are applicable to the O&M of the transferred works only.

Operating Agreement

5. Upon execution of this contract, or as soon thereafter as is practicable, the United States, the District, and a majority of the other Imperial Dam water users will enter into an operating agreement which specifies how the O&M of the transferred works will be performed and will delineate each entity's specific funding responsibility therefor. Until such an operating agreement is entered into, the United States will require the other Imperial Dam water users to pay their respective appropriate shares of the O&M costs as provided for in the agreements between the United States and each of the other Imperial Dam water users.
Title to Remain in the United States

6. Title to the transferred works shall be and remain in the United States until otherwise provided by Congress, notwithstanding transfer of the care, operation, and maintenance of said works to the District.

Transfer of Operation and Maintenance of the Imperial and Laguna Dams and the Senator Wash Pump-Generating Facility and Reservoir Structures

7. (a) Anything in the March 4, 1952, Amendatory and Supplemental Contract between the United States and the District notwithstanding, upon execution of this contract the United States shall transfer to the District and the District shall assume the responsibility for O&M of the transferred works.

(b) Title to the United States owned movable plant, equipment, and supplies which are available and useful in the O&M of the transferred works, as determined by the Contracting Officer, may be transferred to the District upon payment by the District to the United States of the depreciated value of the said transferred plant, equipment, and supplies as listed on the accounts of the United States. The District shall have access to said accounts for the purpose of verifying said values.

(c) The United States and the District shall jointly prepare an inventory of the said movable plant, capitalized equipment, and stores' property recorded in and controlled by the General Ledger Accounts of the
United States, including an estimate of their values. All other materials, supplies, and equipment purchased for the O&M program of the District, the value of which has been charged to expense or operating accounts of the United States, shall become the property of the District upon transfer of the O&M of the transferred works.

**Operation and Maintenance of Transferred Works**

8. (a) The District shall care for, operate, and maintain the transferred works in full compliance with the terms of this contract, and in such manner that the transferred works will remain in good and efficient condition to perform the carriage and distribution of water. Funding of the District's O&M of the transferred works shall be in accordance with the provisions of the operating agreement among the Imperial Dam water users.

(b) The District shall promptly make any and all repairs to the transferred works which are necessary for proper care, operation, and maintenance as determined by the Contracting Officer. In case of neglect or failure of the District to commence such repairs within thirty (30) days following written notification, and to complete such repairs within a reasonable time, the Contracting Officer may cause the repairs to be made, and the cost thereof shall be paid by the District as prescribed by the Contracting Officer. Except in cases of emergency, as determined by the Contracting Officer, the other Imperial Dam water users shall be consulted before written notification to commence with major repairs is submitted to the District by the Contracting Officer.
(c) If the United States provides assistance by furnishing personnel, materials, tools, and equipment to cope with emergencies or extraordinary conditions which may arise in the O&M of the transferred works, or other works operated and maintained by the District, the District shall, within ninety (90) days of receipt of a properly itemized bill, reimburse the United States for all reasonable costs incurred in rendering assistance. The costs shall be determined on the basis of charges or rates currently being experienced by the United States in its own operations and shall include not to exceed 15 percent thereof for administrative and general expenses.

(d) No substantial change shall be made by the District in the transferred works without first obtaining the written consent of the Contracting Officer. The Contracting Officer shall have the approval of a majority of the Imperial Dam water users before providing written consent to any substantial change proposed by the District; Provided, however, That the Contracting Officer may provide written consent without consulting the other Imperial Dam water users if it is determined by the Contracting Officer that such consultation would cause delays which may result in loss of life or limb, the destruction of property, or financial loss to the Imperial Dam water users and/or the United States. The request for said change shall be made in writing and include a detailed design of the contemplated work. Substantial changes are defined as major relocations or changes in structures and facilities.
(e) The District shall hold the United States, its officers, agents and employees, harmless from every claim for damages to persons or property, direct or indirect and of whatever nature arising from any intentional harm by or negligence of the District, its officers, agents, and employees occurring during the term of this agreement on, in, or about the transferred works.

(f) In addition to all other payments to be made by the District under this contract, and except as otherwise provided herein, the District shall pay to the United States following the receipt of a detailed statement, the costs incurred by the United States for work involved in the administration and supervision of this contract.

(g) The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. The District with concurrence of the Contracting Officer may refuse to make water available to any water user through the transferred works during any period in which the water user may be in arrears in the advance payment of any O&M charges due the District.

Review and Inspection of the Transferred Works for Determining Adequacy of Operation and Maintenance

9. (a) The Contracting Officer may, from time to time, make reviews of O&M of the transferred works with a view to assisting the District in determining the condition of facilities and the adequacy of the O&M program. A report of the review, including recommendations, if any, will
be prepared and copies will be furnished to all Imperial Dam water users. Except for such participation by the District and the other Imperial Dam water users as they may desire, the review will be without cost to the District or the other Imperial Dam water users.

(b) If deemed necessary by the Contracting Officer or requested by the District, or a majority of the other Imperial Dam water users, special inspections of the transferred works and of the District's books and records may be made to ascertain the extent of any O&M deficiencies, to determine the remedial measures required for their correction, and to assist the District in solving specific problems. Any special inspection or audit shall, except in a case of emergency, be made after written notice to the District. The actual cost incurred by the United States shall be paid by the District to the United States if (1) such special inspection or audit is requested by the District or a majority of the other Imperial Dam water users, or (2) such special inspection or audit is initiated by the Contracting Officer and O&M deficiencies are found to exist, as determined by the Contracting Officer.

Control of Colorado River

10. The United States, acting through the Secretary, shall continue to have control of the Colorado River for the purpose of carrying out the functions delegated to him by the Boulder Canyon Project Act of December 21, 1928 (45 Stat. 1057), as amended, the Mexican Water Treaty of February 3, 1944 (59 Stat. 1219), the Colorado River Front Work and Levee

Scheduling of Water Diversions at Imperial Dam

11. The Secretary, through the Bureau of Reclamation, shall make appropriate arrangements to obtain a statement of water requirements from all Imperial Dam water users not later than Wednesday of each week, of their respective daily water requirements within their legal entitlements, which statement shall also include the additional water, if any, to be utilized for power generation at Siphon Drop in accordance with existing contracts and by the District for power generation at Pilot Knob, for the week commencing Monday next following. A statement of requirements for all water to be scheduled for use through the All-American Canal except those for power use at Siphon Drop, the Yuma Project, or to meet Treaty requirements shall be provided to the Bureau of Reclamation by the District. Immediately upon receipt of the statement of water requirements, the Bureau of Reclamation shall prepare a Master Schedule of all water diversions to be made at Imperial Dam for delivery and/or use in the United States, including the amounts of water to be utilized for power generation at Siphon Drop and Pilot Knob, and to Mexico through the All-American Canal under the Mexican Water Treaty during the week commencing Monday next following. In addition, such schedule shall also
indicate the quantity of water, if any, reasonably required to be used in
the United States during such week for river regulation below Imperial Dam
and the quantity of water, if any, to be delivered to Mexico under the
Mexican Water Treaty by means other than through the All-American Canal
and/or from water used for generation of power at Siphon Drop and Pilot
Knob. A copy of such Master Schedule shall be furnished to the District
not later than 48 hours before such schedule is to take effect. All
diversions and releases of water at Imperial Dam shall be in substantial
accordance with such Master Schedule. Adjustments in the Schedule may be
made at the request of any participant upon approval thereof by the
Secretary. When thus approved, such adjustments shall be made as soon as
reasonably practicable. In the event of emergency occasioned by flood or
for any other compelling reason of an emergency nature, the Bureau of
Reclamation shall advise the District and others diverting water at
Imperial Dam of any changes which may thus become necessary in scheduled
diversions and deliveries, and such changes shall be promptly made and
observed by the District, but the District shall not be required to
increase diversions beyond safe capacity to the All-American Canal or the
Gila Gravity Main Canal as a result thereof. Nothing herein nor operations
hereunder shall be construed as intended to alter, affect, or interpret the
extent of legal entitlement and/or use of any participant in said Master
Schedule. The preparation and approval of a Master Schedule by the Bureau
of Reclamation or the Secretary shall not constitute an administrative
determination, finding or recommendation as to the water to which any
agency is entitled.
Assumption of Operation and Maintenance of Transferred Works
by the United States

12. The District's officers and/or employees concerned with the diversion of water by and through the transferred works shall, in the event that said officers and/or employees fail to operate said works so that diversions are made in substantial accordance with the Master Schedule prepared pursuant to Article II of this contract, be subject to the orders of the Bureau of Reclamation as the representative of the Secretary in the overall coordination of river operations. If at any time, or during such times as, in the opinion of the Secretary such officers and/or employees of the District shall fail to comply with the applicable rules and regulations promulgated under this contract, with the instructions issued by the Bureau of Reclamation because of emergencies occasioned by flood or for any other compelling reason of an emergent nature, or substantially with the requirements of the Master Schedule, in a manner satisfactory to the Secretary, then the Secretary shall, with or without notice to the District, forthwith remove District employees engaged in any such operations and replace them with Government employees, and shall assume O&M of the transferred works and retain such O&M during such period or periods of time as he deems necessary; Provided, however, That unless the action of
such District officers and/or employees complained of creates an emergency or is such as to materially interfere with the United States carrying out its obligations under the Mexican Water Treaty, and/or to other Imperial Dam water users, the Secretary will first, before removing such District employees and assuming O&M of said works, give notice to the District of such action complained of and a reasonable opportunity, not to exceed three (3) days after receipt of such notice by the District, for the District to correct the situation. If the United States assumes the O&M of the transferred works, the District shall, within ten (10) days after written notice by the Secretary, advance to the United States the estimated cost of such care, O&M by the United States, plus fifteen percentum (15%) to cover overhead and general expense, for the period specified in said notice; Provided, however, That said period shall not exceed sixty (60) days. Additional amounts plus a like percentage thereof shall, within ten (10) days after subsequent notices, be advanced as specified in such subsequent notices; Provided, however, That each said subsequent notice shall be for a period not exceeding sixty (60) days. Any surplus of funds advanced by the District remaining unexpended and unobligated at such time as the O&M of such works is resumed by the District shall be refunded to the District. O&M by the District shall be restored when the Secretary finds that the situation which occasioned the assumption of O&M by the United States has been satisfactorily corrected.
Rules and Regulations

13. There is reserved to the Secretary the right to prescribe and enforce rules and regulations regarding the O&M of the transferred works which are not inconsistent with this contract. Such rules and regulations may be modified, revised, and/or extended from time to time, after notice to the District and opportunity for it to present its views, 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 thereof, or to protect the interests of the United States. The District hereby agrees that all such rules and regulations will be fully adhered to.

Charge for Late Payments

14. The District shall pay a late payment charge on installments or charges levied or assessed pursuant to Articles 8(b), 8(c), 8(f), and 9(b) which are received after the due date. The late payment charge percentage rate calculated by the Department of the Treasury and published quarterly in the Federal Register shall be used; Provided, That the late payment charge percentage rate will not be less than 0.5 percent per month. The late payment charge percentage rate applied on an overdue payment will remain in effect until payment is received or a different rate is published. The late payment rate for a 30-day period will be determined on the day immediately following the due date and will be applied to the overdue payment for any portion of the 30-day period of delinquency. In the case of partial late payments, the amount received will first be
applied to the late charge on the principal and then to payment of the principal. The Treasury rate will only apply to late payments due under this contract. The late payment charge may be included in charges to other Imperial Dam water users only when the late payment charges are imposed because of late payments by said water users.

Quality of Water

15. The O&M of the transferred works shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

Water and Air Pollution Control

16. The District, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the States of California and Arizona and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

Equal Opportunity Clause

17. During the performance of this contract, the District, agrees as follows:

(a) The District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The District 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 District 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 nondiscrimination clause.
(b) The District 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 discrimination because of race, color, religion, sex, or national origin.

(c) The District will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising said labor union or workers' representative of the District's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The District 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 District will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the District's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the District may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The District will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The District will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the District becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the District may request the United States to enter into such litigation to protect the interests of the United States.
Title VI, Civil Rights Act of 1964

18. (a) The District will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), 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 District receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

(b) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the District by the United States, this assurance obligates the District, 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 District for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the District for the period during which the Federal financial assistance is extended to it by the United States.

(c) This assurance is given 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 District by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The District 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 District, its successors, transferees, and assignees.

Books, Records, and Reports

19. The District shall establish and maintain accounts and other books and records pertaining to water supply, water use, changes in transferred works, and to other matters relating to the O&M of the transferred works as the Contracting Officer may require. Reports thereon
shall be furnished to the Contracting Officer in such form and on such date or dates as he may require. Subject to applicable Federal laws and regulations, the parties hereto and the remaining Imperial Dam water users shall have the right during office hours to examine the books and records of the United States and the District relating to matters covered by this contract.

Notices

20. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the District when mailed, postage prepaid, or delivered to the Regional Director, Lower Colorado Region, Bureau of Reclamation, P.O. Box 427, Boulder City, Nevada 89005, on behalf of the United States, when mailed, postage prepaid, or delivered to the General Manager, Imperial Irrigation District, P.O. Box 937, Imperial, California 92251, and on behalf of the United States or the District when mailed, postage prepaid, or delivered to President, Yuma County Water Users Association, P.O. Box 708, Yuma, Arizona 85364; President, Bard Water District, P.O. Box 773, Bard, California 92222; Bureau of Indian Affairs/Quechan Indian Tribe, P.O. Box 1591, Yuma, Arizona 85364; Commissioner, International Boundary and Water Commission, United States Section, 4110 Rio Bravo, El Paso, Texas 79902; General Manager, Coachella Valley Water District, P.O. Box 1058, Coachella, California 92236; Manager, Wellton-Hohokam Irrigation and Drainage District, Route 1, Box 19, Wellton, Arizona 85356; Manager, Yuma Mesa Irrigation and Drainage District, 14329 South Fourth Avenue Extension, Yuma, Arizona 85364; President, North Gila Valley Irrigation District, 2260 Fourth Avenue, Suite 2000, Yuma, Arizona 85364; Manager, Yuma Irrigation District, 2260 Fourth Avenue, Suite 2000, Yuma, Arizona 85364; President, Unit B Irrigation and Drainage District, Route 1, Box 31H, Somerton, Arizona 85350; City of San Diego, City Administration Building, 202 C Street, San Diego, California 92010. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

Assignment Limited--Successors and Assigns Obligated

21. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any part or interest therein shall be valid until approved by the Contracting Officer.
Officials Not to Benefit

22. (a) 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. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(b) No official of the District shall receive any benefit that may arise by reason of this contract other than as a landowner within the project and in the same manner as other landowners within the project.

Contingent on Appropriation or Allotment of Funds

23. The expenditure or advance of any money or the performance of any work by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress to appropriate funds or the absence of any allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case such funds are not appropriated or allotted.

Administration of Project Lands

24. The lands and rights-of-way acquired and needed by the United States for the purposes of care, operation, and maintenance of transferred works may be used by the District for such purposes. The District shall not, except with prior written permission from the Contracting officer, issue rights-of-way across project land, issue land rights to project lands, or issue leases, licenses, permits, or special use agreements involving project land, rights-of-way, or transferred works. Unless otherwise provided, all such land use instruments shall only be issued by the Contracting Officer. Lands and rights-of-way withdrawn or acquired primarily for recreation, fish and wildlife enhancement or mitigation, or other special purposes, shall be reserved primarily for those purposes; any other land or rights-of-way use shall be secondary in nature and compatible with said recreation, fish and wildlife, or special purpose uses.

Disputes or Disagreements

25. In the event of dispute or disagreement among any of the Imperial Dam water users, the parties involved in said dispute or disagreement may submit the matter to the Contracting Officer for arbitration.
Termination

26. Either party may terminate this agreement by giving the other 1-year's advance written notice. In case of said termination, the parties will cooperate to accomplish an orderly transfer of O&M.

IN WITNESS WHEREOF, the parties hereto have caused this Contract No. 3-07-30-W0030 to be duly executed the date and year above written.

UNITED STATES OF AMERICA

By
Regional Director
Lower Colorado Region
Bureau of Reclamation

IMPERIAL IRRIGATION DISTRICT

By
Title President, Board of Directors

Attest: Larry E. Beck
Secretary
RESOLUTION NO. 85-82

WHEREAS, the Board of Directors of Imperial Irrigation District on September 14, 1982, approved Resolution No. 67-82, authorizing the president and secretary to execute an operating agreement and contract document relative to the transfer of operation and maintenance of Imperial and Laguna Dams of and Senator Wash Pump - Storage Facilities based on B.C. Draft Rev. 9/9/82; and,

WHEREAS, subsequent to that approval, it has become desirable to effect certain refinements to the language contained in said contract, Articles 5, 7, 8(e), and 11, which have been approved as to form by chief legal counsel and are acceptable to District staff.

NOW, THEREFORE, on motion of Director Benson, seconded by Director Edwards, BE IT HEREBY RESOLVED that the Board of Directors of Imperial Irrigation District authorizes the president and secretary to execute the following titled contract document designated B.C. Draft Rev. 10/27/82 on behalf of Imperial Irrigation District:

Contract with Imperial Irrigation District for the Transfer of Operation and Maintenance of the Imperial and Laguna Dams and Senator Wash Pump-Generating Facility and Reservoir Structures.

PASSED AND ADOPTED this 23rd day of November, 1982.

IMPERIAL IRRIGATION DISTRICT

By

President

By

Secretary

ORGANIZED JULY 25, 1911
EL CENTRO, CALIFORNIA
I, LARRY E. BECK, Secretary of the Board of Directors of Imperial Irrigation District, hereby certify that the attached is a full, true and correct copy of Resolution No. 85-82 duly adopted by the Board of Directors of Imperial Irrigation District at a regular meeting held on November 23, 1982.

Said Resolution was adopted by the following roll call vote.

AYES: Condit, Moore, Gallegos, Benson and Edwards.

NOES: None

ABSENT: None

Dated this 24th day of November, 1982.

Larry E. Beck
Secretary
Board of Directors