UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

LOWER COLORADO WATER SUPPLY PROJECT

CONTRACT AMONG THE UNITED STATES,
IMPERIAL IRRIGATION DISTRICT, AND COACHELLA VALLEY WATER DISTRICT
FOR EXCHANGE OF WATER FROM
THE LOWER COLORADO WATER SUPPLY PROJECT WELL FIELD
FOR COLORADO RIVER WATER

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LOWER COLORADO WATER SUPPLY PROJECT

CONTRACT AMONG THE UNITED STATES,
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FOR EXCHANGE OF WATER FROM
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FOR COLORADO RIVER WATER

Preamble

1. THIS CONTRACT, made this 22nd day of May, 1992, pursuant to the Act of
Congress approved June 17, 1902 (32 Stat. 388), and Acts amendatory thereof or supplementary
thereto, all of which are commonly known and referred to as the Federal Reclamation laws, and
particularly pursuant to the Lower Colorado Water Supply Act approved November 14, 1986
(100 Stat. 3665), and the Boulder Canyon Project Act approved December 21, 1928
(45 Stat. 1057), among the UNITED STATES OF AMERICA, hereinafter called the
"United States," represented by the Secretary of the Interior, hereinafter called "Secretary,"
acting through the officer executing this Contract, hereinafter called the "Contracting Officer";
the IMPERIAL IRRIGATION DISTRICT, hereinafter called "IID," an irrigation district created,
organized, and existing under and by virtue of the laws of the State of California,
with its principal place of business at El Centro, Imperial County, California; and
COACHELLA VALLEY WATER DISTRICT, hereinafter called "CVWD," a county water
district organized and existing under and by virtue of the County Water District Act of the State
of California and acts amendatory thereof or supplementary thereto, and having its office at

Coachella, Riverside County, California; IID and CVWD are each individually sometimes hereinafter called "Contractor," and both are sometimes collectively hereinafter called "Contractors," and the United States, IID, and CVWD all are sometimes collectively hereinafter called "Parties";

WITNESSETH THAT:

Explanatory Recitals

2. (a) WHEREAS, the United States and IID entered into Contract No. Ilr-747, dated December 1, 1932, which provides for the United States to construct Imperial Dam in the mainstream of the Colorado River approximately 18 miles northeast of Yuma, Arizona, to construct the All-American Canal and its appurtenant structures, and to deliver stored water from Lake Mead to IID at a point in the Colorado River immediately above Imperial Dam; and

(b) WHEREAS, the United States and CVWD entered into Contract No. Ilr-781, dated October 15, 1934, which reserves capacity for CVWD in Imperial Dam and the All-American Canal, provides for the construction of the Coachella Canal, and provides for the delivery of stored water from Lake Mead to CVWD at a point in the Colorado River immediately above Imperial Dam; and

(c) WHEREAS, the Lower Colorado Water Supply Act approved November 14, 1986, hereinafter called "Act," authorizes the Secretary to construct, operate, and maintain the Lower Colorado Water Supply Project, hereinafter called "Project," which is a well field with sufficient capacity to annually supply up to 10,000 acre-feet of water to current Colorado River water users who do not hold rights to Colorado River water or whose rights are insufficient to meet their present or anticipated future needs for domestic, municipal, industrial, and recreational purposes adjacent to the Colorado River within the State of California and authorizes the Secretary to contract for the delivery of such water; and

(d) WHEREAS, the Act authorizes the Secretary to enter into a water exchange agreement with the Contractors in which the Contractors agree to exchange a portion of water
presently taken pursuant to their respective rights to divert water from the Colorado River for an equivalent quantity and quality of ground water to be withdrawn from the Project well field which will be located in Imperial County, California, near the All-American Canal; and

(e) WHEREAS, it is the desire of the Parties to enter into a contract to implement the water exchange provisions of the Act;

NOW, THEREFORE, in consideration of the mutual and dependent covenants contained herein, the Parties agree as follows:

**Exchange of Water**

3. (a) The Secretary is authorized to enter into water service contracts with qualified water users who desire to contract for Project water, hereinafter called "Project Users." The contracts between the United States and each Project User shall specify that the Project User shall notify the Contracting Officer of its projected water diversion requirement for the subsequent year by November 1 of the preceding year. The Contracting Officer shall total all such projections, compute the Project Users' consumptive use of the Colorado River water associated therewith, and notify the Contractors by December 31 of the preceding year. The Contractors' total water order for delivery immediately above Imperial Dam shall be reduced by an amount equal to the annual consumptive use of Colorado River water resulting from the projected diversions requested by the Project Users and water shall be delivered to the Contractors each year from the Project well field into the All-American Canal in exchange for the water withheld for delivery to the Project Users. Such water shall be delivered on an acre-foot for acre-foot exchange basis at well points to be established by the Contracting Officer after consultation with the Contractors; Provided, That the aggregate quantity of water pumped from the Project well field shall not exceed 10,000 acre-feet per year and the aggregate reduction in diversions by the Contractors shall not exceed 10,000 acre-feet per year.

(b) The criteria to determine the annual quantity of Colorado River water consumptively used by the Project Users shall be established by the Contracting Officer after
consultation with the Contractors and representatives of the Colorado River Board of California.

Monthly reports of the quantity of Colorado River water consumptively used by the Project Users shall be provided to the Contractors by the Contracting Officer.

**Delivery of Exchange Water**

4. Pursuant to the terms and conditions of this Contract, water from the Project well field will be delivered to the All-American Canal in accordance with schedules to be agreed upon among the Parties. To the extent that it can be accomplished without harm to the Contractors, pumping of the exchange water from the Project well field will be scheduled during the times when it is most economical. Delivery of the exchange water shall not be scheduled during times when it will be detrimental to the Contractors.

**Measurement of Exchange Water**

5. The exchange water delivered to the All-American Canal pursuant to this Contract shall be measured at point(s) designated by the Contracting Officer. Measuring and controlling devices shall be furnished, installed, operated, and maintained by the United States or its operation and maintenance contractor as part of the Project costs and at no cost to either Contractor. The measuring and controlling devices shall remain at all times under the control of the Contracting Officer, whose authorized representatives shall at all times have access to them over the lands and rights-of-way of each Contractor.

**Limitations on Exchange Water**

6. (a) This Contract shall neither reduce nor increase the Colorado River water entitlement of either Contractor.

(b) Deliveries of Project well water to be exchanged for Colorado River water will be subject to reductions in years for which the Secretary declares a shortage of sufficient magnitude to reduce the Colorado River supply to such an extent that there is not a sufficient amount of the Contractors' entitlement in the Colorado River to supply the full contractual water entitlements of the Project Users.
(c) The quality of the Project well water will be tested by the United States in accordance with the criteria contained in Exhibit A, which is attached hereto and by this reference made a part hereof, at no cost to the Contractors. Unless otherwise agreed in writing by the Contractors, the quality of the exchange water provided from the Project well field facilities shall be equal to or better than the quality of the water that would have been diverted to the Contractors above Imperial Dam. Decisions made by the Contracting Officer regarding water quality shall be based on the criteria in Exhibit A and shall be controlling. If the quality of the Project well field water is poorer than the quality of the water that would have been delivered above Imperial Dam and is not acceptable to the Contractors, Project well field exchange water will not be delivered to the All-American Canal and the Contracting Officer shall direct the Project Users to cease the diversion of Colorado River water.

Title to Remain in the United States

7. Title to the land and the Project well field facilities to be constructed by the United States pursuant to the Act shall remain with the United States.

Operation, Maintenance, Repair and Replacement of the Project Well Field

8. It is the desire of the Parties that the operation, maintenance, repair, and replacement of the Project well field facilities shall be provided for pursuant to a contract between the United States and IID.

Compliance With Reclamation Laws

9. The Parties agree that the execution and implementation of this Contract does not constitute the provision of additional Federal benefits to the Contractors and that applicability of Federal Reclamation law, including the Reclamation Reform Act of 1982, to each Contractor shall be no different than it would have been absent this Contract.

Rules, Regulations, and Determinations

10. (a) The Parties agree that the delivery of water or the use of Federal facilities pursuant to this Contract is subject to Reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Reclamation law.
(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with the expressed and implied provisions of this Contract, the laws of the United States and, where applicable, the State of California, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractors.

Assignment Limited—Successors and Assigns Obligated

11. The provisions of this Contract shall apply to and bind the successors and assigns of the Parties, but no assignment or transfer of this Contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer.

Notices

12. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of any Party, when mailed, postage prepaid, or delivered to the other Parties at the following addresses:

(a) Regional Director
   Lower Colorado Region
   Bureau of Reclamation
   P.O. Box 61470
   Boulder City, Nevada 89006-1470

(b) General Manager
   Imperial Irrigation District
   P.O. Box 937
   Imperial, California 92251

(c) General Manager-Chief Engineer
   Coachella Valley Water District
   P.O. Box 1058
   Coachella, California 92236

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.

Officials Not to Benefit

13. No Member or Delegate to Congress, Resident Commissioner, or official of the Contractors shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

Exhibit Made Part of the Contract

14. Inasmuch as the standards of the quality of the Project well field water may change during the term of this Contract, they will be set forth in exhibits as formulated or modified by the Parties. The initial Exhibit A is attached hereto and is incorporated into this Contract in
accordance with its respective provision until superseded by a subsequent exhibit.

Existing Water Delivery Contracts with the United States

15. Except as expressly modified herein, Contract No. Ilr-747 between the United States and IID and Contract No. Ilr-781 between the United States and CVWD shall remain in full force and effect.

Term of Contract

16. This Contract shall become effective on the date first written above and shall remain in effect concurrently with Contract No. Ilr-747 between IID and the United States and Contract No. Ilr-781 between CVWD and the United States. If the Contracting Officer determines that the Project is no longer operational, appropriate notice of termination shall be given the Contractors.

Contingent on Appropriation or Allotment of Funds

17. The expenditure or advance of any money or the performance of any obligation by the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractors from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.
IN WITNESS WHEREOF, the Parties have caused this Contract No. 2-07-30-W0277 to be executed the day and year first written above.

Legal Approval and Sufficiency

By

Field Solicitor
Phoenix, Arizona

THE UNITED STATES OF AMERICA

By

Commissioner
Bureau of Reclamation

IMPERIAL IRRIGATION DISTRICT

By

President

Address

P.O. Box 937
Imperial CA 92251

COACHELLA VALLEY WATER DISTRICT

By

Vice-President

Address

P.O. Box 1058
Coachella CA 92236

ATTEST:

General Manager

Title

ATTEST:

General Manager and Chief Engineer

Title
RESOLUTION NO. 7-91

Contract: Lower Colorado Water Supply Project
(Exchange of Water)

BE IT RESOLVED by the Board of Directors of the Imperial Irrigation District that the President of the Imperial Irrigation District is hereby authorized to execute for and on behalf of the Imperial Irrigation District the Contract last designated BC Draft 07/05/90 for delivery of exchange water with the UNITED STATES OF AMERICA, which Contract was duly presented to the Board of Directors of the Imperial Irrigation District and which Contract is hereby approved.

PASSED AND ADOPTED this 23rd day of April, 1991.

IMPERIAL IRRIGATION DISTRICT

By: [Signature]
President

By: [Signature]
Secretary
QUALITY OF PROJECT WELL FIELD WATER TO BE EXCHANGED

1. This Exhibit A, made this 22nd day of May, 1992, to be effective under and as a part of Contract No. 2-07-30-W0277 dated May 22, 1992, hereinafter called "Contract," shall become effective on the date of its execution and shall remain in effect until superseded; Provided, That this Exhibit A or any superseding Exhibit A shall terminate by the termination of the Contract.

2. The overall quality of the delivered Project well field water and the Colorado River water will be tested by the United States at no cost to the Contractors. The quality of the Colorado River water will be determined by the water quality tests conducted in accordance with Minute 242 of the International Boundary and Water Commission dealing with the quality of water to the United Mexican States. The quality of the Project well field water that is delivered to the All-American Canal shall be tested from samples taken at the delivery points of each well on a monthly basis. The testing criteria shall be the same as that applied to the samples of Colorado River water. The units of the test of water from each source shall be averaged and compared on an annual basis.

3. If the overall quality of the Project well field water at the delivery point(s) is better than or the same as the quality of the Colorado River water at the diversion point above Imperial Dam on an annual basis, the exchange water from the Project well field shall be deemed to be acceptable pursuant to the terms and conditions of this Contract.
IN WITNESS WHEREOF, the Parties have caused this Exhibit A to Contract No. 2-07-30-W0277 to be executed the date first written above.

THE UNITED STATES OF AMERICA
Commissioner
Bureau of Reclamation

IMPERIAL IRRIGATION DISTRICT
By
Title President
Address P.O. Box 937
Imperial CA 92251

COACHELLA VALLEY WATER DISTRICT
By
Title Vice-President
Address P.O. Box 1058
Coachella CA 92236

ATTEST:
Charles A. Flure
General Manager

ATTEST:
Sanford
General Manager and Chief Engineer

2
RESOLUTION OF THE BOARD OF DIRECTORS OF COACHELLA VALLEY WATER DISTRICT

RESOLUTION NO. 91-92

BE IT RESOLVED by the Board of Directors of the Coachella Valley Water District assembled in regular meeting this 14th day of May, 1991, that it hereby conceptually approves the draft agreement for the Lower Colorado River Water Supply Exchange Agreement between the Bureau of Reclamation, Imperial Irrigation District and the Coachella Valley Water District and authorizes the General Manager-Chief Engineer to negotiate the final exchange agreement.

* * * * * * *

STATE OF CALIFORNIA
COACHELLA VALLEY WATER DISTRICT
OFFICE OF THE SECRETARY

I, BERNARDINE SUTTON, Secretary of the Board of Directors of the Coachella Valley Water District, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution No. 91-92 adopted by the Board of Directors of said District at a regular meeting thereof duly held and convened on the 14th day of May, 1991, at which meeting a quorum of said Board was present and acting throughout.

Dated this 14th day of May, 1991.

(SEAL)
Mr. Jesse P. Silva  
General Manager  
Imperial Irrigation District  
PO Box 937  
Imperial, CA 92251-0937

Mr. Steven B. Robbins  
General Manager  
Coachella Valley Water District  
PO Box 1058  
Coachella, CA 92237

Dear Mr. Silva and Mr. Robbins:

An executed original of Exhibit A, Amendment 1 to Contract No. 2-07-30-W0277 for exchange of water from the Lower Colorado Water Supply Project well field for Colorado River Water is enclosed. The exhibit amendment quantifies the acceptable quality of the Lower Colorado Water Supply Project exchange water to be less than 870 milligram per liter ± 30 milligram per liter.

If you have any questions concerning this matter, please contact Mrs. Marge Taylor, Attention: BCOO-4441, at the above address. Her telephone number is 702-293-8654.

Sincerely,

STEVEN C. HVINDEN  
Steven C. Hvinden  
Manager, Water Administration

Enclosure

cc: Mr. Gerald R. Zimmerman  
Executive Director  
Colorado River Board of California  
770 Fairmont Avenue, Suite 100  
Glendale, CA 91203-1035  
(w/encl)

bc: Area Manager, Yuma Area Office, Yuma AZ  
Attn: YAO-7000 and YAO-7010  
(w/encl to each)
QUALITY OF PROJECT WELL FIELD WATER TO BE EXCHANGED

1. This Amendment No. 1 to Exhibit A, made this 26th day of April, 2004, hereinafter called "Amendment," supersedes the Exhibit A to Contract No. 2-07-30-W0277 dated May 22, 1992, hereinafter called "Contract," shall be effective on the date of its execution and shall remain in effect until superseded; Provided, That this Amendment or any superseding Exhibit A amendment shall terminate by the termination of the Contract.

2. The overall quality of the delivered Project well field water and the Colorado River water will be tested by the United States at no cost to the Contractors. The quality of the Colorado River water will be determined by the water quality tests conducted in accordance with Minute 242 of the International Boundary and Water Commission dealing with the quality of water to the United Mexican States. The quality of the Project well field water that is delivered to the All-American Canal shall be tested from samples taken at the delivery points (well discharge) of each well on a monthly basis. The testing criteria shall be the same as that applied to the samples of Colorado River water. The units of the test of water from each source shall be determined on an average annual flow-weighted basis.

3. If the overall salinity of the Project well field water, determined during the calendar year by an average annual flow-weighted basis, at the delivery point(s) is less than 879 milligram per liter ± 30 milligram per liter, the exchange water from the Project well field shall be deemed to be acceptable pursuant to the terms and conditions of the Contract.

4. At the sole discretion of Coachella Valley Water District and Imperial Irrigation District, Project well field water pumped into the All-American Canal may be rejected in whole or in part if the overall salinity of the Project well field water, determined on an average annual flow-weighted basis, does not meet the criterion set forth in item 3 above.

5. The criterion in item 3 assumes only the effect of the salinity of the Project well field. It is
understood that the quality of the Project well field water should not significantly impact the quality of the All-American Canal water from the Colorado River. In the future, if the water quality of the Project well field becomes a concern for Coachella Valley Water District and Imperial Irrigation District, compared to the quality of the Colorado River water, this Exhibit A may be amended to address those concerns.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to Exhibit A to Contract No. 2-07-30-W0277 to be executed the date first written above.

Legal review and approval

Field Solicitor, Phoenix Arizona

ATTEST:

Secretary, Board of Directors

Title

ATTEST:

Board Secretary

Title

THE UNITED STATES OF AMERICA

Regional Director, Lower Colorado Region Bureau of Reclamation

IMPERIAL IRRIGATION DISTRICT

By

Title General Manager

Address P.O. Box 937

Imperial CA 92251

COACHELLA VALLEY WATER DISTRICT

By

Title General Manager-Chief Engineer

Address Post Office Box 1058

Coachella, CA 92236