

AMENDMENT NO. 1 TO
AGREEMENT RELATING TO SUPPLEMENTAL WATER
AMONG

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
THE SAN LUIS REY SETTLEMENT PARTIES, AND THE UNITED STATES

This Amendment No. 1 to Agreement Relating to Supplemental Water (“Amendment No. 1”), dated as of February 1, 2024, is made by and among The Metropolitan Water District of Southern California, a metropolitan water district organized and incorporated under the Metropolitan Water District Act of the State of California (Stats. 1969, Chapter 209, as amended), (“Metropolitan”), the United States of America (the “United States”), acting by and through its Secretary of the Interior (“Secretary”), the La Jolla, Pala, Pauma, Rincon, and San Pasqual Bands of Mission Indians, acting through the governing bodies of each respective Band as duly recognized by the Secretary (collectively, the “Indian Bands”), the San Luis Rey River Indian Water Authority, a permanent intertribal entity established pursuant to duly adopted ordinances of the Indian Bands recognized and approved by Public Law 100-675 (the “Indian Water Authority”), the City of Escondido, a city organized under the provisions of the general laws of the State of California (“Escondido”), and the Vista Irrigation District, an irrigation district organized and incorporated under the irrigation district law of the State of California (California Water Code, Division 11) (“Vista”), and supplements and amends that certain Agreement Relating to Supplemental Water, dated October 10, 2003 (the “Agreement Relating to Supplemental Water”).

Each of the entities above is sometimes referred to individually as “Party,” and all of the above are sometimes collectively referred to as “Parties.” This Amendment No. 1 is further acknowledged by the Yuma Arizona Area Aggregate Power Managers as identified in Bureau of Reclamation Contracts numbered 6-CU-30-P1136 and 6-CU-30-P1137 (“Yuma Area Contractors”) and the Western Area Power Administration (“WAPA”).

RECITALS

WHEREAS, the San Luis Rey Indian Water Rights Settlement Act¹ authorized the United States to permanently furnish, for the Indian Bands, Escondido, and Vista, collectively referred to as the “San Luis Rey Settlement Parties,” (1) a supply of up to 16,000 acre-feet of water conserved annually by lining certain previously unlined portions of the All- American Canal and its Coachella Branch or by constructing new canals, and (2) a permanent supply of power capacity and energy through the Yuma Area Contractors at no cost and at no further expense to the United States, the Settlement Parties, or the Indian Water Authority in an amount sufficient to convey the San Luis Rey Settlement Parties’ portion of the Conserved Water from Lake Havasu through Metropolitan’s

¹ Title I of Public Law 100-675 enacted on November 17, 1988, 1 02 Stat. 4000-4005, title I (as amended by Section 117 of the Act of November 13, 1991, Public Law 102-154, 105 Stat. 990, 1012-1013; Section 11 of the Act of October 14, 1998, Public Law 105-256, 112 Stat 1896, 1899; and Section 211 of the Act of October 27, 2000, Public Law 106-377-Appendix B, 114 Stat. 1441, 1441A-70-1441A-71).

Colorado River Aqueduct and to the places of use on the Indian Bands' reservations or in the service areas of Escondido and Vista; and

WHEREAS, the Yuma Area Contractors entered into a letter agreement with the Indian Water Authority, Escondido, and Vista dated October 10, 2000 ("October 2000 Letter Agreement"), a copy of which is attached hereto as Exhibit A, under which the Yuma Area Contractors agreed to furnish power capacity and energy sufficient to convey 16,000 acre-feet of water annually and permanently, at no cost and at no further expense to the United States, the Indian Water Authority, and the San Luis Rey Settlement Parties in an amount not to exceed seven (7) megawatts ("MW") of capacity and 32,000 megawatt-hours ("MWh") of energy annually, contingent upon enactment of the amendment to Section 106 of the San Luis Rey Indian Water Rights Settlement Act, which later became what is popularly known as the Packard Amendment; and

WHEREAS, Metropolitan executed the Agreement Relating To Supplemental Water, but which did not include the Yuma Area Contractors as parties, through which electrical energy was to be provided, by the Yuma Area Contractors, to Metropolitan, at no cost and no further expense to Metropolitan, the United States, or the San Luis Rey Settlement Parties, pursuant to the October 2000 Letter Agreement; and

WHEREAS, the Yuma Area Contractors subsequently entered into a May 27, 2005 Amendment No. 1 to the Operating Contract for Parker-Davis Project Priority Use Power among the Bureau of Reclamation, the Western Area Power Administration, Wellton-Mohawk Irrigation and Drainage District, and Yuma County Water Users' Association ("Reclamation Contract No. 6- CU-230-P1138"), in which each Yuma Area Contractors is to serve the Packard Amendment Pumping Load²; and

WHEREAS, Reclamation Contract No. 6-CU-230-P1138 provides that the Yuma Area Contractors shall not be required to provide more than 2,000 kilowatt-hours per acre-foot of water pumped to serve the Packard Amendment Pumping Load; and

WHEREAS, the Packard Amendment Pumping Load Point of Delivery (accounted for on the basis of schedules) was listed in Exhibit D to Reclamation Contract No. 6- CU-230-P1138 as: Gene Tie 230-kV; and

WHEREAS, Metropolitan and the Yuma Area Contractors entered into Agreement No. 88218, dated October 11, 2007 (the "Financial Mechanism Agreement"), as an alternative means of achieving the Yuma Area Contractors' required provision of power capacity and energy as required under the Agreement Relating to Supplemental Water; and

WHEREAS, the United States reviewed the Financial Mechanism Agreement and found it acceptable as performance of the Yuma Area Contractors' obligation to serve the Packard

² Means the load served by the Yuma Area Contractors through aggregated efficiencies, for the benefit of the Settlement Parties, sufficient to convey up to 16,000 acre-feet of water per year from Lake Havasu through the Colorado River Aqueduct and to the places of use in accordance with the Settlement Act. The maximum amount of electrical power required to be provided by the Yuma Area Contractors is 2,000 kilowatt hours per acre-foot of water pumped.

Amendment Pumping Load and indicated in a letter signed and provided as Exhibit B to this Amendment No. 1;

WHEREAS, the Yuma Area Contractors wish to terminate the Financial Mechanism Agreement and enter into Amendment No. 1 to directly furnish power capacity and energy sufficient to convey 16,000 acre-feet of water annually and permanently, at no cost and at no further expense to the United States, the Indian Water Authority, and the San Luis Rey Settlement Parties, and Metropolitan in an amount not to exceed seven (7) MW of capacity and 32,000 MWh of energy annually at Parker instead of Gene Tie 230-kV.

WHEREAS, the Agreement Relating to Supplemental Water may be amended pursuant to Section 14 thereof, generally, and Section 4.b.1 specifically anticipates possible changes to the location where electrical energy provided by the Yuma Area Contractors is furnished to Metropolitan;

NOW, THEREFORE, in order to amend and supplement the Agreement Relating to Supplemental Water and for and in consideration of the premises and the mutual covenants contained herein, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Parties agree as follows:

Section 1. Amendments to the Agreement Relating to Supplemental Water. Section 4.b.i. is hereby amended and supplemented in its entirety as follows:

- i. Electrical energy provided by the Yuma Area Contractors pursuant to their letter agreement with the Settlement Parties dated October 10, 2000 and/or the Packard Amendment, shall be furnished to Metropolitan from Parker Dam at the 230-kV Parker bus, pursuant to the Metering and Scheduling Instructions for Contract No. ILR-712, dated as of January 1, 2024, by and among the United States Department of the Interior Bureau of Reclamation, Metropolitan, and the Western Area Power Administration, or other mutually agreed upon location, at no cost and at no further expense to Metropolitan, the United States, or the Settlement Parties, 2,000 kWh of electrical energy for each acre-foot of water exchanged each year (up to 7MWs capacity and 32,000 MWh annually).

Section 2. Definitions. Unless this Amendment No. 1 otherwise requires, the terms defined herein shall, for all purposes of this Amendment No. 1, have the meanings ascribed thereto in the Agreement Relating to Supplemental Water.

Section 3. Effect on the Agreement Relating to Supplemental Water. Except as specifically amended and supplemented by this Amendment No. 1, the Agreement Relating to Supplemental Water shall remain in full force and effect and is hereby ratified and confirmed by the Parties.

Section 4. Effective Date. This Amendment No. 1 shall take effect on March 1, 2024.

Section 5. Captions. The captions in this Amendment No. 1 are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Amendment No. 1.

Section 6. Counterparts. This Amendment No. 1 may be signed in several counterparts, each of which will be an original, but all of them together constitute the same instrument. The parties agree that any electronically signed document (including this Amendment No. 1) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed the day and year first above written.

UNITED STATES OF AMERICA

By: _____
Regional Director
Interior Region 8, Lower Colorado Basin
US Bureau of Reclamations

Approved as to form:

By: _____

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

By: _____
General Manager

Approved as to form:

By: _____
General Counsel

SAN LUIS REY REIVER INDIAN WATER
AUTHORITY

By: _____

Approved as to form:

By: _____

LA JOLLA BAND OF MISSION INDIANS

By: _____

Approved as to form:

By: _____

RINCON BAND OF MISSION INDIANS

By: _____

Approved as to form:

By: _____

SAN PASQUAL BAND OF MISSION
INDIANS

By: _____

Approved as to form:

By: _____

PAUMA BAND OF MISSION INDIANS

By: _____

Approved as to form:

By: _____

PALA BAND OF MISSION INDIANS

By: _____

Approved as to form:

By: _____

CITY OF ESCONDIDO

By: _____

Approved as to form:

By: _____

VISTA IRRIGATION DISTRICT

By: _____

Approved as to form:

By: _____

ACKNOWLEDGED BY:

WELLTON-MOHAWK IRRIGATION &
DRAINAGE DISTRICT

By: _____

President

YUMA COUNTY WATER USERS
ASSOCIATION

By: _____

WESTERN AREA POWER
ADMINISTRATION

By: _____

EXHIBIT A

October 10, 2000, Letter Agreement

ORIGINAL

YUMA AREA AGGREGATE POWER MANAGERS

Wellton-Mohawk Irrigation & Drainage District
30570 Wellton-Mohawk Drive
Wellton, Arizona 85356
(520) 785-3351
(520) 785-3389 fax

Yuma County Water Users' Association
Post Office Box 5775
Yuma, Arizona 85366-5775
(520) 627-8824
(520) 627-3065 fax

October 10, 2000

Ben Magante, President
San Luis Rey River Indian Water Authority
P.O. Box 428
Pauma Valley, California 92061

Jeffrey R. Epp, City Attorney
City of Escondido
Civic Center Plaza
201 North Broadway
Escondido, California 92025

John A. Amodeo, General Manager and Chief Engineer
Vista Irrigation District
202 West Connecticut Avenue
Vista, California 92083-3696

**Re: Provision of power capacity and energy for the benefit of the San Luis Rey
Indian Water Rights Settlement**

Gentlemen:

Pending legislation would give the Indian Bands represented by the San Luis Rey River Indian Water Authority, the City of Escondido, and Vista Irrigation District ("Settlement Parties") the right to power capacity and energy at Parker-Davis project use rates sufficient to convey up to 16,000 acre-feet of water from Lake Havasu through the Colorado River Aqueduct and to the places of use on the Bands' reservations or in the local entities' service areas in San Diego County. Such a right could be incompatible with the interests of the Yuma County Water Users' Association and the Wellton-Mohawk Irrigation and Drainage District which together comprise the Yuma Area Aggregate Power Managers ("Yuma Area Contractors") as identified in Bureau of Reclamation Contracts numbered 6-CU-30-P1136, 6-CU-30-P1137, and 6-CU-30-P1138 ("Yuma Area Contracts").

The Yuma Area Contractors seek the assistance of the Settlement Parties to avoid such a result, to provide at no expense power capacity and energy sufficient to convey 16,000 acre-feet of water annually as described below, and further to obtain authorization from the Secretary of the Interior for the Yuma Area Contractors to use permanently federal project use power for the full range of purposes as identified in the Yuma Area Contracts. In consideration for the assistance of the Settlement Parties in obtaining that authority, and for other good and valuable consideration, the Yuma Area Contractors, their successors and assigns, hereby agree to provide

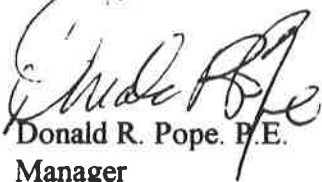
Messrs. Magante, Epp and Amodeo
October , 2000
Page 2

annually and permanently, at no cost to the United States, the Bands as defined in section 102(1) of Public Law 100-675, the Indian Water Authority as defined in Section 102(3) of Public Law 100-675, and the local entities as defined in section 102(4) of Public Law 100-675, not to exceed seven (7) megawatts capacity and 32,000 megawatt hours energy annually to convey 16,000 acre-feet of water (estimated at 2000 kilowatt hours per acre-foot) from Lake Havasu through the Colorado River Aqueduct and to the places of use on the Bands' reservations or in the local entities' service areas. Provision of such power capacity and energy shall be contingent upon enactment into law of the amendment to Section 106 of the of the San Luis Rey Indian Water Rights Settlement Act (Public Law 100-675, 102 Stat. 4000) attached hereto and commence on the date when conserved water from the works authorized by Title II of Public Law 100-675 first becomes available.

The undersigned represent that they are fully authorized to make this agreement on behalf of the Yuma Area Contractors.

Please indicate your agreement and acceptance at the foot of this letter. This may be executed in counterparts. Time is of the essence.

Sincerely,



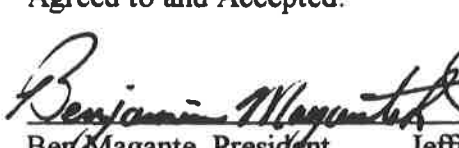

Donald R. Pope, P.E.
Manager
Yuma County Water Users' Association
Yuma, Arizona 85364



C. L. Clyde Gould
General Manager
Wellton-Mohawk Irrigation and Drainage District
Wellton, Arizona 85356

Attachment

Agreed to and Accepted:


Ben Magante, President
San Luis Rey River
Indian Water Authority
Jeffrey R. Epp, City Attorney
City of Escondido
John A. Amodeo
General Manager and
Chief Engineer
Vista Irrigation District

Date 10-14-00

Date 10/19/00

Date 10/23/00

EXHIBIT B

October 2, 2007, Letter from the United States



United States Department of the Interior

BUREAU OF RECLAMATION
Lower Colorado Regional Office
P.O. Box 61470
Boulder City, NV 89006-1470



IN REPLY REFER TO:

BCOO-4800
PRJ-18.00

OCT 02 2007

Mr. Jeffrey Kightlinger
General Manager
The Metropolitan Water District
of Southern California
P.O. Box 54153
Los Angeles, California 90054-0153

Subject: The Bureau of Reclamation Acceptance of the Proposed Agreement Between The Metropolitan Water District of Southern California (MWD) and the Aggregate Power Managers

Per your request, Reclamation has completed review of the enclosed subject Agreement and wishes to signify herein our acceptance and encouragement to move forward with its execution. Reclamation believes the implementation of the subject Agreement would fully support the rights, responsibilities, and obligations of the United States¹ under the Settlement Act² and would be appropriate in light of preexisting contractual arrangements. Reclamation views the subject Agreement to be superior to arrangements previously evaluated since it avoids anticipated costs to the Settlement Parties³ and it resolves many complicated issues more effectively and plainly.

Reclamation accepts the implementation of the subject Agreement as fully satisfying the Aggregate Power Managers' obligation to serve the Packard Amendment Pumping Load⁴ and agrees that the subject Agreement does not modify the obligations of Reclamation in the event of a default by the Aggregate Power Managers or termination of the subject Agreement. In such an event, the Aggregate Power Managers would continue to be responsible to the United States for serving the Packard Amendment Pumping Load at the Gene Tie 230-kV point of delivery or other mutually agreeable delivery point.

¹ Means the Department of the Interior.

² Means the San Luis Rey Indian Water Rights Settlement Act, Act of November 17, 1988 (Public Law 100-675, 102 Stat. 4000, et seq.) as amended by Section 117 of the Act of November 13, 1991, Public Law 102-154, 105 Stat. 990, 1012-1013; Section 11 of the Act of October 14, 1998, Public Law 105-256, 112 Stat. 1896, 1899; and Section 211 of the Act of October 27, 2000, Public Law 106-377-Appendix B, 114 Stat. 1441A-70, 71, popularly referred to as the Packard Amendment.

³ Means the San Luis Rey River Indian Water Authority, City of Escondido, Vista Irrigation District, and La Jolla, Pala, Pauma, Rincon, and San Pasqual Bands of Mission Indians.

⁴ Means the load served by the Aggregate Power Managers through aggregated efficiencies, for the benefit of the Settlement Parties, sufficient to convey up to 16,000 acre-feet of water per year from Lake Havasu through the Colorado River Aqueduct and to the places of use in accordance with the Settlement Act. The maximum amount of electrical power required to be provided by the Aggregate Power Managers is 2,000 kilowatt hours per acre-foot of water pumped.

Reclamation wishes to express its sincere appreciation for the efforts devoted to the subject Agreement by MWD and Aggregate Power Managers. Should you have questions, comments, or concerns, please direct them to Mr. Ron Smith at 702-293-8636 or rcsmith@lc.usbr.gov.

Sincerely,

A handwritten signature in cursive script that reads "Lorri Gray". The signature is written in black ink and is positioned above the printed name and title.

Lorri Gray
Regional Director

Enclosure