

Appendix 1205

**RELATED PROJECTS: PARKER DAM
"SAN DIEGO DIVERSION" CONTRACT
OCTOBER 1, 1946**

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

PARKER DAM PROJECT
ARIZONA-CALIFORNIA

**SUPPLEMENTAL CONTRACT PROVIDING FOR MODIFICATION OF POWER
PRIVILEGE UNDER PARKER DAM CONTRACT (ILR-712)**

1. THIS SUPPLEMENTAL CONTRACT, made this 1st day of October, nineteen hundred forty-six, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Reclamation Law; and particularly pursuant to the Act of Congress approved August 30, 1935 (49 Stat. 1028, 1039), entitled, "An Act authorizing the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes", and authority vested in the Secretary thereunder by the President; and the Metropolitan Water District Act of the Legislature of the State of California (Stats. 1927, Ch. 429, as amended), between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, acting for this purpose by Warner W. Gardner, Acting Secretary of the Interior, hereinafter styled the Secretary, and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as the District;

Witnesseth that:

EXPLANATORY RECITALS

2. Whereas the United States and the District, under date of February 10, 1933, entered into a "Cooperative Contract for Construction and Operation of Parker Dam" (Symbol and Number Ilr-712), which contract has been supplemented and amended by contracts dated September 29, 1936, April 7, 1939, and July 10, 1942, and which

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contract, as so supplemented and amended, is herein referred to as the "Parker Dam Contract"; and

3. Whereas under the said Parker Dam Contract, generating units at the Parker Power Plant numbered 1, 2, 3, and 4 have been constructed and are being operated and maintained for the use and benefit of the United States, and, until the use and benefit of Units No. 3 and No. 4 shall be transferred to the District as hereinafter recited, the United States has the right to the use, for generation of electrical energy, of all water passing Parker Dam; and

4. Whereas after ten years from the date when electrical energy was first delivered from Parker Power Plant over the Parker-Phoenix transmission line of the United States (which time will expire December 13, 1952), and upon certain notice given as provided in said Parker Dam Contract, the District has the right to have the exclusive use and benefit of generating Units No. 3 and No. 4 transferred to the District, and thereafter the United States and the District will be entitled to power privileges as in said Parker Dam Contract provided; and

5. Whereas the United States and The City of San Diego are parties to a contract dated February 15, 1933, wherein the United States agrees to deliver to the City at a point immediately above Imperial Dam, for its own use, and uses in the County of San Diego, up to 112,000 acre-feet of water per annum from the Colorado River, subject to the availability thereof for use in California under the Colorado River Compact and the Boulder Canyon Project Act, and in accordance with a schedule of priorities set out in said contract; and

6. Whereas it is now proposed to submit to the electors of the San Diego County Water Authority the question of annexation of the corporate area of the San Diego County Water Authority to the corporate area of the District, and to merge the rights held by the City of San Diego with certain contract rights to water of the Colorado River held by the District, and to arrange for the delivery of water to the San Diego County Water Authority through the aqueduct of the District, diversion thereof to be made from the Colorado River at a point immediately above Parker Dam; and

7. Whereas in the absence of this contract, the diversion of water contracted for by the City of San Diego at a point above Parker Dam would deprive the United States of the use of certain falling water at Parker Power Plant; and

8. Whereas it is the desire of the parties hereto to fully protect and keep whole the right of the United States to electrical energy and the use of falling water at Parker Power Plant, both before and after the use and benefit of Units No. 3 and No. 4 shall be transferred to the District;

9. Now, therefore, in consideration of the consent of the United States to change in point of delivery of water contracted for by the

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City of San Diego in the contract of February 15, 1933, from a point on the Colorado River immediately above Imperial Dam to the District's intake at a point on the Colorado River immediately above Parker Dam, and in consideration of the covenants herein contained, the parties hereto agree as follows, to wit:

DELIVERY OF SUBSTITUTE ENERGY BY DISTRICT

10. (a) During the period prior to the time when the use and benefit of Units No. 3 and No. 4 at Parker Power Plant shall be transferred to the District, the District will deliver to the United States at Parker Power Plant electrical energy equal in amount to the energy which the water diverted from the Colorado River for delivery to the San Diego Aqueduct would have produced if such water had passed through the Parker Power Plant. The amount of such energy to be furnished to the United States by the District is hereby agreed upon as sixty (60) kilowatt-hours for each acre-foot of water delivered to the San Diego Aqueduct, as measured near the point of connection between the San Diego Aqueduct and the District's Colorado River Aqueduct immediately west of the West Portal of the San Jacinto tunnel. The said amount of sixty (60) kilowatt-hours per acre-foot has been determined with proper allowance for losses between the point of diversion and the point of measurement, and with proper allowance for the spillage of water at Parker Dam to be expected during the above-mentioned period. Such energy shall be in the form of 60-cycle, alternating current at 69-kv or such other voltage as may be agreed upon by the parties hereto. The rate of delivery of such energy shall not exceed 5 kilowatts for each second foot of capacity of the San Diego Aqueduct as it may from time to time exist, except as the District may consent to deliveries in excess of the rate so determined. Subject to such limitations energy represented by the water delivered to the San Diego Aqueduct during any calendar month shall be delivered, as requested by the United States, not later than the last day of the next succeeding calendar month. If, through no fault or failure of the District, any part of such energy is not so delivered, the District shall be under no obligation to complete the delivery at a later time.

(b) In the event that the District, for any reason, shall fail, neglect, or refuse to supply energy to the United States as herein provided, then, and in such event, the District shall compensate the United States at the rate of 5 mills per kilowatt-hour for such energy due hereunder but not delivered. Bills for any such deficiency shall be rendered to the District by the United States on or before the 10th day of the calendar month for any amount accruing hereunder during the preceding calendar month, and payment therefor by the District

shall be made on or before the 25th day of the month during which such bill shall be rendered.

In the event that payment shall not be made when due, an interest charge of 1% of the amount unpaid shall be added thereto, and thereafter an additional interest charge of 1% of the principal sum unpaid shall be added on the 25th day of each succeeding calendar month, until the amount due, including such interest, is paid in full.

(c) The amount of water delivered to the San Diego Aqueduct in each calendar month or fractional part thereof shall be determined by the District by means of adequate metering equipment, which equipment shall be subject to inspection at any time and from time to time by a duly authorized representative of the United States. The United States shall be given notice of such determination of the quantity of water so delivered not later than the fourth day of the following calendar month.

(d) Energy delivered hereunder shall be measured by suitable meters furnished and maintained by the United States, subject to inspection at any time and from time to time by the District. The United States shall determine the quantity of energy delivered hereunder for each calendar month or fractional part thereof, and will give notice of such determination to the District and such other interested party or parties as may be designated for that purpose by the District, not later than the fourth day of the following calendar month.

MODIFICATION OF POWER PRIVILEGE

11. (a) After the use and benefit of Units No. 3 and No. 4 shall be transferred to the District, falling water equal to 50.75 percent of the concurrent actual flow in the San Diego Aqueduct, measured near the said point of connection, as provided in Article 10 (c) hereof, shall be added to the one-half of the power privilege vested in the United States, as stated in Article 15, II (b), of the Parker Dam Contract, and considered in all respects as part of the power privilege of the United States at Parker Dam, and an equal amount shall be deducted from the one-half of the power privilege vested in the District at Parker Dam as therein fixed.

(b) During any period when the additional right of the United States to use such portion of the power privilege, as may not be used by the District for the time being, as provided in Article 15, II (b), of the Parker Dam Contract, is impaired by the fact that water for the San Diego Aqueduct is being diverted above Parker Dam, the United States shall have the right to withdraw from Unit No. 3 and/or No. 4 and pass through Units No. 1 and No. 2 for the benefit of the United States, an amount of water sufficient in quantity to restore the said additional right of the United States to its original value.

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In the event that the water which can be currently made available to the United States, as herein provided, is insufficient to restore said additional right to its original value, the United States shall have the right, at a later time, to withdraw from Unit No. 3 and/or No. 4 and pass through Units No. 1 and No. 2 for the benefit of the United States, an amount of water equal to such deficiency in acre-feet, provided that such withdrawal shall be a rate not greater than the then constructed capacity of the San Diego Aqueduct, it being the intent hereof that neither the primary power privilege of the United States under the Parker Dam Contract, nor its right to use the power privilege unused by the District shall be reduced in value or utility by the diversion above Parker Dam of water for the San Diego Aqueduct.

EFFECT LIMITED TO 112,000 ACRE-FEET

12. The operation of Articles 10 and 11 hereof, and the obligation arising thereunder, shall be limited to the effect of the change of point of diversion of 112,000 acre-feet of water per annum from a point on the Colorado River immediately above Imperial Dam to the District's intake at a point on the Colorado River immediately above Parker Dam.

CONTRACT EFFECTIVE UPON ANNEXATION

13. This contract shall become effective if and when the corporate area of the San Diego County Water Authority shall be annexed to and become a part of the corporate area of the District, and the point of diversion of Colorado River water for the San Diego Aqueduct shall be changed as hereinbefore recited, and not otherwise. In the event that such annexation shall not have been accomplished prior to January 1, 1947, this contract shall be void and of no further force or effect.

CONTRACT CONTINGENT UPON APPROPRIATIONS

14. This contract is subject to appropriations being made by Congress from time to time of moneys sufficient to make all payments and to provide for the doing and performance of all things on the part of the United States to be done and performed under the terms hereof. No liability shall accrue against the United States, its officers, agents or employees, by reason of sufficient moneys not being so appropriated.

OFFICIALS NOT TO BENEFIT

15. 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, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

SUBJECT TO COLORADO RIVER COMPACT

16. This contract is made upon the express condition, and with the express understanding, that all rights hereunder shall be subject to and controlled by, the Colorado River Compact, being the Compact signed at Santa Fe, New Mexico, November 24, 1922, which Compact was approved in Section 13 (a) of the Boulder Canyon Project Act.

NOTICES

17. (a) Any notice, demand or request required or authorized by this contract to be given or made to or upon the United States shall be delivered, or mailed postage prepaid, to the Regional Director, United States Bureau of Reclamation, Boulder City, Nevada.

(b) Any notice, demand or request required or authorized by this contract to be given or made to or upon the District shall be delivered, or mailed postage prepaid, to the General Manager and Chief Engineer of The Metropolitan Water District of Southern California, Los Angeles 13, California.

(c) The designation of any person specified in this article or in any such request for notice, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this article for other notices.

SUPPLEMENTAL TO PARKER DAM CONTRACT

18. This contract shall be deemed to be a supplement to the Parker Dam Contract referred to in the recitals hereof, and in all particulars not expressly modified hereby, the said Parker Dam Contract shall remain in full force and effect.

In witness whereof, the parties hereto have caused this supplemental contract to be executed the day and year first above written.

THE UNITED STATES OF AMERICA,
By WARNER W. GARDNER,
Acting Secretary of the Interior.

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA,
By JULIAN HINDS,
General Manager and Chief Engineer.
JHH

Attest:

A. L. GRAM,
Executive Secretary.

Approved as to form.

JAMES H. HOWARD,
General Counsel.

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