

SECOND AMENDMENT TO DELIVERY AND EXCHANGE AGREEMENT BETWEEN METROPOLITAN AND COACHELLA FOR 35,000 ACRE-FEET

THIS SECOND AMENDMENT TO DELIVERY AND EXCHANGE AGREEMENT BETWEEN METROPOLITAN AND COACHELLA FOR 35,000 ACRE-FEET is made this 11th day of December 2019, for identification purposes only, by and between the Metropolitan Water District of Southern California, a public agency of the State of California ("Metropolitan") and Coachella Valley Water District, a public agency of the State of California ("Coachella" or "CVWD"). Metropolitan and CVWD are sometimes referred to individually as a "Party" and collectively as "Parties."

RECITALS

A. On October 10, 2003, the Parties entered into the "Delivery and Exchange Agreement between Metropolitan and Coachella for 35,000 Acre-Feet."

B. On October 19, 2015, the Parties amended the "Delivery and Exchange Agreement between Metropolitan and Coachella for 35,000 Acre-Feet Agreement" by entering into the "First Amendment to Delivery and Exchange Agreement between Metropolitan and Coachella for 35,000 Acre-Feet" ("First Amendment"). The "Delivery and Exchange Agreement between Metropolitan and Coachella for 35,000 Acre-Feet Agreement" as modified by the First Amendment is hereafter referred to as the "Agreement."

C. Each initially capitalized term herein shall have the meaning given it in the Agreement, unless specifically defined herein.

D. The Parties desire to streamline the delivery, billing, and payment provisions of the Agreement, as well as provide for an exchange of additional water, as set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE TO SUPPLEMENT, AMEND AND MODIFY THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, AS FOLLOWS:

1. Section 1.13 of the Agreement shall be deleted in its entirety.
2. Section 2.1 of the Agreement shall be deleted in its entirety and replaced by the following:

"Delivery of Entitlement Water. Pursuant to and subject to Metropolitan's State Water Contract and this Agreement, Metropolitan shall deliver to CVWD during 2019 through 2026 a total of 280,000 acre-feet of water available from Metropolitan's State Water Project Annual Table A Amount ("Entitlement Water")."

3. Section 2.4 of the Agreement shall be deleted in its entirety and replaced by the following:

“Transfer Water Order. Metropolitan shall include in its order to DWR 35,000 acre-feet of Entitlement Water each year during 2019 through 2026.”

4. Section 2.5 of the Agreement shall be deleted in its entirety and replaced by the following:

“Exchange Water. All deliveries of Entitlement Water during 2019 through 2026, of whatever amount is made available by DWR as a result of the order made pursuant to Section 2.4 (Transfer Water Order), shall be exchanged with Metropolitan for a like amount of Metropolitan’s Colorado River water (“Exchange Water”).

5. Section 2.6 of the Agreement shall be deleted in its entirety and replaced by the following:

“Points of Delivery. Metropolitan will, except as allowed pursuant to Section 2.14 of this Agreement, deliver the Exchange Water to the Whitewater Service Connections and has discretion to determine how much of the 280,000 acre-feet of Exchange Water to deliver to CVWD each year, with the exceptions that: (a) Metropolitan will deliver up to 35,000 acre-feet in a year at Imperial Dam to the extent needed to avoid a CVWD overrun; and (b) Metropolitan may only deliver more than 35,000 acre-feet in a year to the extent needed to offset reduced deliveries in prior years.”

6. Section 2.7 of the Agreement shall be deleted in its entirety and replaced with the following:

“Costs of Supply. CVWD shall purchase the Entitlement Water from Metropolitan at a payment (“Costs of Supply Payment”) of \$289/acre-foot in 2019 for Exchange Water delivered at the Whitewater Service Connections and \$180/acre-foot in 2019 for Exchange Water delivered at Imperial Dam, both of which will be inflated by 3% for deliveries each successive year through 2026. A table showing this adjustment (rounded to the nearest dollar) is attached and incorporated into this Agreement as Exhibit A (“Adjustment to Costs of Supply”).”

7. The final sentence of Section 2.9 of the Agreement shall be deleted.

8. Section 2.10 of the Agreement shall be deleted in its entirety and replaced with the following:

“Reimbursement. On a yearly basis Metropolitan will reimburse CVWD for water that the U.S. Bureau of Reclamation has approved CVWD to divert but CVWD does not use

during 2019-2026, that is made available to Metropolitan at a rate of \$50/acre-foot in 1999 Dollars (as defined by “N” Dollars in section 1.1(46) of the Quantification Settlement Agreement).” MWD shall make the reimbursement by June 1 following the year the water is made available to Metropolitan.

9. Section 2.11.1 of the Agreement shall be deleted in its entirety and replaced with the following:

“Payment Schedule. Metropolitan shall pay DWR the costs associated with the Entitlement Water including delivery. Through 2027, Metropolitan shall invoice CVWD by June 1 each year as if Metropolitan had delivered 35,000 acre-feet during the prior year, and CVWD will pay Metropolitan within 60 days of receiving the invoice, the Cost of Supply Payment referred to in Section 2.7 for 35,000 acre-feet.”

10. Section 2.13 of the Agreement shall be deleted in its entirety.

11. Section 2.14 of the Agreement shall be deleted in its entirety and replaced with the following:

“Advance Delivery of Exchange Water. In lieu of delivering the Exchange Water to the Whitewater Service Connections, Metropolitan may opt to deliver to CVWD its full allocation of Exchange Water from advance delivery water as provided for in the 1984 Advance Delivery Agreement (including any future amendments). In such case, such advance delivery water shall be deemed delivered to CVWD. It shall be CVWD’s obligation to access such water. Metropolitan may not satisfy a delivery obligation to Imperial Dam by advance delivery water.”

12. The final sentence of Section 2.15 of the Agreement shall be deleted.

13. New Section 2.18 is added to the Agreement as follows:

“Exchange of Additional Water. During 2020-2026, CVWD shall limit its annual call under the 1989 Approval Agreement, as amended in 2003, to 15,000 acre-feet. In return, Metropolitan shall deliver a total of 105,000 acre-feet to CVWD at the Whitewater Service Connections before the end of 2026. Metropolitan shall have discretion to determine how much of the 105,000 acre-feet Metropolitan delivers to CVWD each year. Unless the Parties agree otherwise, Metropolitan may not deliver the water during the months of January through June. CVWD shall pay Metropolitan for the water Metropolitan delivers to CVWD at the same price per acre-foot that CVWD pays Metropolitan for Entitlement Water under Section 2.7 of this Agreement. Metropolitan shall invoice CVWD, and CVWD shall pay Metropolitan, during the same fiscal year in which Metropolitan delivers the water to CVWD. In the event that any new limitations

become effective on the right or ability of Coachella to accept Colorado River from Metropolitan for spreading or storage, Metropolitan may upon written notice cancel this section of the Agreement.”

14. New Section 3.1.1 is added to the Agreement as follows:

“**Post 2026 Period.** By the end of 2026, the Parties will meet to renegotiate delivery and payment terms for a period beginning in 2027. If the Parties are unable to agree on new terms, then the terms of the Agreement that existed before this Second Amendment was made shall apply.”

15. Exhibit A of the Agreement (“Adjustment to Cost of Supply”) shall be deleted in its entirety and replaced with the Exhibit A attached to this Second Amendment (“Adjustment to Costs of Supply”).

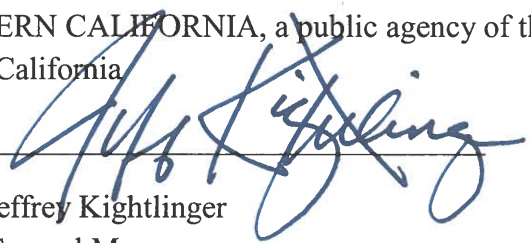
16. Except as expressly provided above in Sections 1 through 15 above, all provisions of the Agreement shall remain in full force and effect. Notwithstanding the immediately preceding sentence, the Agreement shall be interpreted in a manner consistent with the intent of this Amendment.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives on the date first above written.

METROPOLITAN:

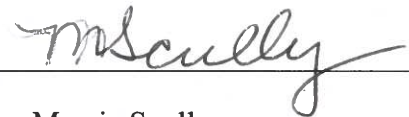
METROPOLITAN WATER DISTRICT OF
SOUTHERN CALIFORNIA, a public agency of the
State of California

By: _____


Jeffrey Kightlinger
General Manager

APPROVED AS TO FORM

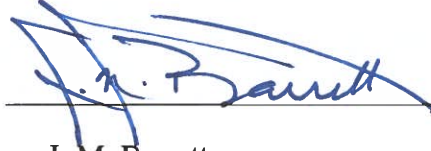
By: _____


Marcia Scully
General Counsel

CVWD:

COACHELLA VALLEY WATER DISTRICT, a
public agency of the State of California

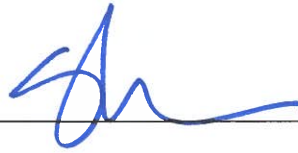
By: _____



J. M. Barrett
General Manager

ATTEST:

By: _____



Sylvia M. Bermudez
Clerk of the Board

EXHIBIT A

Adjustment to Costs of Supply

<u>Delivery at Imperial Dam</u>		<u>Delivery at Whitewater Service Connection</u>	
(Cost of Supply, i.e., SWP)		(Cost of SWP, CRA Power & O&M)	
2019	\$ 180.00	\$ 289.00	
2020	\$ 186.00	\$ 298.00	
2021	\$ 191.00	\$ 307.00	
2022	\$ 197.00	\$ 316.00	
2023	\$ 203.00	\$ 326.00	
2024	\$ 209.00	\$ 336.00	
2025	\$ 215.00	\$ 346.00	
2026	\$ 222.00	\$ 356.00	