

**MWD**

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

October 6, 1992

To: Board of Directors (Water Problems Committee--Action)
From: General Manager
Subject: Authority to Enter into Agreements for Emergency Water Service for Tijuana

Report

Your Board was informed at its September 15, 1992 meeting that the United States Section of the International Boundary and Water Commission (IBWC) had requested that emergency deliveries be made for Tijuana in October 1992 and that the General Manager was planning to meet the United States' request. The Colorado River-to-Tijuana aqueduct in Mexico needs major repairs between its last pumping plant and the Carrizo regulatory dam near Tijuana. Mexico is constructing a bypass pipeline parallel to the existing pipeline. It is anticipated that from October 7 to October 10, 1992, the City of Tijuana will need to receive emergency deliveries of approximately 160 acre-feet of Colorado River water allotted to Mexico by the 1944 Water Treaty (Treaty). Also, the United States Commissioner of the IBWC has asked whether Metropolitan would be willing and able to allow Mexico to again take, on a standby basis, Treaty waters under an arrangement similar to that which has previously existed for a longer period of time.

Metropolitan originally contracted with the United States, San Diego County Water Authority (Authority), and Otay Water District (Otay) to provide emergency water service for Tijuana from 1972 to 1983. A separate letter agreement was executed by these parties in 1990 to reimburse the water agencies for emergency deliveries made in 1989 for a nine-day period following damages sustained by the Colorado River-to-Tijuana aqueduct.

The deliveries would be made again through Metropolitan's Colorado River Aqueduct and distribution system, and the Authority's and Otay's systems. Serious water shortages in Tijuana could be alleviated through emergency deliveries in amounts up to the capacity of the

emergency connection at the international boundary during Colorado River-to-Tijuana aqueduct outages. Metropolitan staff have expressed willingness to assist the United States in this matter as it has in the past, subject to receiving authorization from your Board to enter into such agreements. It is contemplated that an initial agreement would be executed to reimburse the water agencies for the October 7-10 deliveries, and a subsequent agreement would be negotiated for a longer-term arrangement.

The principles for negotiating such agreements would be based on the following relevant provisions of the 1990 letter agreement. Metropolitan would be reimbursed by the United States for (a) the use of its existing diversion and conveyance works, loss of its share of energy generated at Parker Dam Powerplant, and other expenses, (b) the use of electrical energy to deliver the water, and (c) water treatment. These three components are projected to total \$161.69 per acre-foot of water delivered at the international boundary in fiscal year 1992-93, or approximately \$26,000 for the delivery of 160 acre-feet. A description of the manner in which the charge is determined is attached.

The conveyance losses associated with the delivery of water to Tijuana would be debited against Mexico's Treaty deliveries. The United States charge of \$0.25 per acre-foot for water delivered to Metropolitan would not be applied to the Treaty water diverted. If Metropolitan were operating its Colorado River Aqueduct at full capacity at the time Treaty water was diverted, diversion of an equal amount of Colorado River water for Metropolitan's use would be deferred by the Bureau of Reclamation and pumped when power and aqueduct capacity are first available. Metropolitan would not be held accountable to the United States, the Yuma County Water Users' Association, or the Imperial Irrigation District for the loss of production of electric energy at Parker Dam, Siphon Drop, or Pilot Knob powerplants resulting from the diversion of the Treaty water.

Delivery of Treaty water would be limited to the available capacity in Metropolitan's distribution system and at its Robert A. Skinner Water Filtration Plant. The delivery of Treaty water for Tijuana under this proposal is exempt from the provisions of the California Environmental Quality Act as it is an action consisting of the operation of existing facilities involving negligible expansion of use beyond that previously existing.

Board Committee Assignment

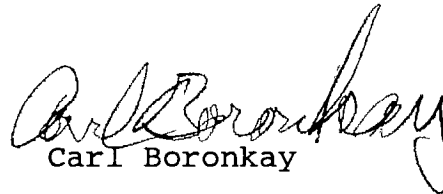
This letter is referred for action to:

The Water Problems Committee because of its authority to study and advise on policies regarding the sale and delivery of water for various uses pursuant to Administrative Code Section 2481(d).

Recommendation

WATER PROBLEMS COMMITTEE FOR ACTION.

That the General Manager be authorized to enter into agreements with the United States, San Diego County Water Authority, and Otay Water District for the delivery of Mexican Treaty water for Tijuana substantially in accordance with the terms outlined in this letter and in a form approved by the General Counsel.


Carl Boronkay

JPM:vb

Attachment

Metropolitan's Charge for the Delivery of Mexican Treaty Water

The charge for the delivery of Mexican Treaty water is based on the budgeted projections of Metropolitan's revenues, costs, and water sales and would be revised annually. Water sales, tax, water standby, interest, hydroelectric power, and other revenues, and the use of water rate stabilization funds were the bases for the determination of a unit charge. Deducted from this base charge were:

- costs associated with Metropolitan's State Water Project water supply contract, the State Water Bank, the Arvin-Edison water storage and exchange program, the Local Projects program, the Groundwater Recovery program, acquiring Colorado River water supplies, and reducing demand through conservation programs, and
- Metropolitan's operation and maintenance costs not associated with operating the Colorado River Aqueduct and distribution system.