

INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO

MINUTE NO. 327

Nogales, Sonora
January 28, 2022

EMERGENCY DELIVERIES OF COLORADO RIVER WATERS
FOR USE IN THE CITY OF TIJUANA, BAJA CALIFORNIA

The Commission met at the offices of the Mexican Section in Nogales, Sonora on January 28, 2022 at 9:00 a.m. to consider the request by the Secretariat for Water Management, Sanitation, and Protection for the State of Baja California (SEPROA) and the State Public Utility Commission of Tijuana (CESPT) to provide, for five years, a process enabling emergency delivery to the City of Tijuana, Baja California, through the Otay Mesa International Connection, of a portion of the Colorado River waters allotted to Mexico under the "United States-Mexico Treaty for Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande," signed February 3, 1944 (hereinafter 1944 Water Treaty), based on the principles established in International Boundary and Water Commission Minute No. 240, entitled "Emergency Deliveries of Colorado River Waters for Use in Tijuana," dated June 13, 1972, as subsequently amended and extended, and most recently in Commission Minute No. 322, entitled "Extension of the Temporary Emergency Delivery of Colorado River Water for Use in Tijuana, Baja California," dated January 19, 2017, which expired on January 19, 2022.

The Commissioners considered the request presented by SEPROA and by CESPT to renew the cooperation most recently agreed in Commission Minute No. 322 in light of a potential emergency that could affect the region's water supply. The Commissioners observed that the connection constructed to enable emergency water deliveries to Mexico at the international boundary at Otay Mesa-Mesa de Otay, under Minute No. 240 and its subsequent amendments and modifications, was previously rehabilitated at Mexico's expense solely for the purposes of effecting water deliveries to Tijuana.

The United States Commissioner informed the Mexican Commissioner that the United States Department of the Interior Bureau of Reclamation (Reclamation) and the California state agencies – San Diego County Water Authority (SDCWA), The Metropolitan Water District of Southern California (MWD), and the Otay Water District (OWD) – which own and operate the storage, conveyance, and distribution system from Parker Dam on the Colorado River to the OWD, are able and willing, in principle, to make the emergency water deliveries to the City of Tijuana, subject to any operational constraints that could affect the volumes and time frames, in order to support the water supply during emergency conditions, beginning on the date this Minute enters into force and concluding on January 27, 2027.

The Commissioners reviewed the document "Joint Report of the Principal Engineers Related to Emergency Delivery of Colorado River Water for Use in Tijuana, Baja California," signed on January 20, 2022, which is attached and forms an integral

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part of this Minute, and they decided that the terms and conditions recommended therein to carry out the emergency deliveries are appropriate and have been duly updated, including Table #1 titled "Charges to Mexico for Emergency Deliveries for Tijuana of a Portion of Mexico's 1944 Water Treaty Allotment Effective 2022," which has been revised to reflect the current cost of deliveries.

Based on the above, the Commissioners adopted the following resolutions, subject to the approval of both Governments:

1. That the Government of the United States and the Government of Mexico agree to a new emergency arrangement from the date this Minute enters into force through January 27, 2027, to allow for the delivery at the international land boundary between San Diego County, California and Tijuana, Baja California of a portion of the Colorado River waters allotted to Mexico under the 1944 Water Treaty, in a manner that does not affect the deliveries or releases of water of the Colorado River system to United States users.
2. That delivery of water under this arrangement is subject to annual authorization by means of an exchange of diplomatic notes between the two Governments, which will be initiated by the Government of Mexico by no later than August 1 of the year prior to the one-year delivery period, except for the initial delivery period when the exchange of diplomatic notes will be initiated by the Government of Mexico 45 days prior to the delivery start date. The last deliveries undertaken through this arrangement must be completed by January 27, 2027.
3. That the water deliveries will be made and accounted for in accordance with the "Joint Report of the Principal Engineers Related to Emergency Delivery of Colorado River Water for Use in Tijuana, Baja California," signed by U.S. Section Principal Engineer Daniel Avila and Mexican Section Principal Engineer Luis A. Rascon Mendoza, on January 20, 2022, which is attached and forms an integral part of this Minute.
4. That the Government of Mexico will assure that, in advance of each quarterly delivery, payment is made for any and all financial costs and energy reserve funds in accordance with Part B of the Joint Report cited in resolution 3 above.
5. That the Government of Mexico will assure that payment for Planned Projects and Emergency Repairs is made in accordance with Part B of the Joint Report cited in resolution 3 above.
6. That all activities undertaken pursuant to this Minute will be subject to the availability of funds, resources, and corresponding personnel, as well as to applicable laws and regulations in each country.

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7. That this Minute will enter into force upon notification of approval by the Government of the United States and the Government of the United Mexican States through the respective Section of the Commission.

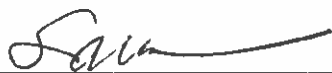
The meeting was adjourned.



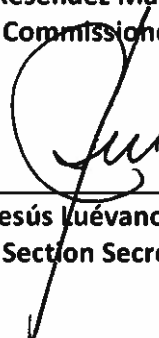
Maria-Elena Giner
U.S. Commissioner



Adriana Reséndez Maldonado
Mexican Commissioner



Sally E. Spener
U.S. Section Secretary



José de Jesús Luévano Grano
Mexican Section Secretary

**INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO**

IBWC MAIL 21 JAN '22 PM 1:08

**Ciudad Juarez, Chihuahua
January 20, 2022**

**JOINT REPORT OF THE PRINCIPAL ENGINEERS
RELATED TO EMERGENCY DELIVERY OF COLORADO RIVER WATER
FOR USE IN TIJUANA, BAJA CALIFORNIA**

**To the Honorable Commissioners
International Boundary and Water Commission
United States and Mexico
El Paso, Texas and Ciudad Juarez, Chihuahua**

Madams:

Pursuant to your instructions, we respectfully submit this Joint Report in furtherance of the request submitted by the Secretariat for Water Management, Sanitation, and Protection for the State of Baja California (SEPROA) and the State Public Utility Commission of Tijuana (CESPT) to renew the cooperation most recently agreed upon in Commission Minute No. 322 in order to make emergency deliveries through the aqueduct system in southern California of a portion of the Colorado River waters allotted to Mexico by Article 10(a) of the "United States-Mexico Treaty for Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande," signed February 3, 1944 (1944 Water Treaty), in anticipation of a potential emergency that could affect the region's water supply.

We note that the United States Department of the Interior Bureau of Reclamation (Reclamation) and three California agencies have previously cooperated in providing emergency delivery of Colorado River waters to the City of Tijuana prior to the construction of Mexico's Colorado River Aqueduct in Baja California during the 1970s. The deliveries were made through the facilities of The Metropolitan Water District of Southern California (MWD), San Diego County Water Authority (SDCWA), and Otay Water District (OWD) (collectively, "California Agencies") through an extension of the OWD water conveyance system, constructed at Mexico's expense, for the emergency delivery of water to Tijuana at the international boundary at Otay Mesa-Mesa de Otay. Reclamation and the California Agencies have expressed a

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willingness to do so again, subject to the availability of capacity in their storage, conveyance, and distribution systems, and reimbursement of all costs for conveyance of the water deliveries and construction, repair, and maintenance of improvements to the OWD connection system.

We note the information from the California Agencies that the base cost for the deliveries would be equivalent to that charged to users in southern California in the United States for similar deliveries in that area. We further note the requirement stated by the California Agencies for an advance payment, which said agencies will determine quarterly, equivalent to the cost for three months of emergency deliveries.

Furthermore, we observe that improvements have been made previously to the OWD water conveyance system which have been paid for by CESPT. The improvements are owned and operated by OWD for the purpose of effecting water deliveries to Tijuana. We additionally observe that the California Agencies have stated that the purchase, installation, construction, and repair or replacement of OWD equipment or facilities as may be required for the purpose of making emergency water deliveries to Tijuana or for the purpose of the security of such facilities will be paid for by the government of Mexico.

Considering the responsibilities of the International Boundary and Water Commission (IBWC) in the application of the 1944 Water Treaty, particularly the provision that the IBWC maintain a record of waters belonging to each country, we note the information provided by the United States Section that it is feasible to divert, on an emergency basis, a portion of Mexico's treaty waters through the facilities at Lake Havasu formed by Parker Dam on the Colorado River, located 169 miles (272 kilometers) upstream of the Northerly International Boundary and deliver the waters, less conveyance losses charged to Mexico, to the international boundary at Otay Mesa-Mesa de Otay. The meter requested by the California Agencies has been installed at the Otay Mesa-Mesa de Otay connection facilities and will support the IBWC's water accounting. We observe that the impact, both in volume and quality, of the resultant reduction in treaty waters delivered to Mexico at the Northerly International Boundary would be insignificant.

We reviewed IBWC, Reclamation, and the California Agencies' requirements for

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delivering water at the Otay Mesa-Mesa de Otay connection facilities as well as CESPT's needs related to requesting and receiving water deliveries. We observe that to ensure all requirements are met, the United States Section concluded the necessary arrangements with Reclamation and the California Agencies under laws applicable in the United States, and Mexico also concluded the corresponding arrangements with the State of Baja California under applicable laws in Mexico. The United States Section has expressed that it will coordinate through SDCWA the actions of the California Agencies, and the Mexican Section has expressed that it will coordinate through CESPT the actions of Baja California.

Based on the above arrangements, we propose the following procedure for making the emergency deliveries:

A. Scheduling Emergency Water Deliveries

1. For the initial emergency delivery of water under the provisions of this Joint Report, the Mexican Section will submit to the United States Section a schedule of the requested emergency water deliveries broken down by month at least 45 days prior to the delivery start date. For any subsequent year that may be authorized by means of an exchange of diplomatic notes, the annual schedule will be submitted no later than September 15 of the preceding year. These water amounts will be subject to the availability of delivery capacity of the California Agencies and, in any event, will not exceed the capacity of the inter-connection facility of approximately 1,200 acre-feet (1.5 million cubic meters) per month.
2. The United States Section will consult with SDCWA and Reclamation, and will respond by October 30, or within 45 days after receipt of the annual delivery request, concerning the availability of capacity and any limitations for the delivery to the City of Tijuana of the volumes of water requested and scheduled during the initial period. For the initial delivery request, the response will be provided within a period of 35 days. Also, the United States Section will ascertain from SDCWA whether and to what extent a limitation of deliveries is foreseen during subsequent annual periods.

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3. Subject to annual authorization through an exchange of diplomatic notes between the Governments of the United States and Mexico, the United States Section, upon receipt of the advance payment in conformance with Part B of this Joint Report, will assure that the deliveries are made within the delivery capacity and limitations mentioned in the previous paragraph unless service interruptions or other emergencies beyond the United States Section's control cause temporary suspension of deliveries. The deliveries to Tijuana at the international boundary will consist of the requested volumes. The volume of water charged to Mexico's 1944 Water Treaty allotment will consist of the delivered volume plus the conveyance losses in accordance with the attached Table #1, "Charges to Mexico for Emergency Deliveries for Tijuana of a Portion of Mexico's 1944 Water Treaty Allotment Effective 2022," and any subsequent updates. The deliveries to Tijuana and volume of water charged to Mexico's 1944 Water Treaty allotment shall be calculated in tenth of an acre-foot increments, consistent with Table #1. If the delivery request is submitted in cubic meters, the volumes will be converted to acre-feet, and rounded, for the basis of determining the delivery volume and applicable charge to Mexico's 1944 Water Treaty allotment after conveyance losses. For this purpose, for any month in which deliveries are made to Mexico, the local work group, established in Part C of this Joint Report, will certify readings taken at the meter installed for that purpose at the Otay Mesa-Mesa de Otay connection facilities at the international boundary on the last day of that month's water deliveries to Mexico.
4. The Mexican Section will assure receipt of these emergency deliveries in a continuous manner, consistent with the requested and agreed-upon volumes, without causing an interruption in water deliveries at the international boundary at Otay Mesa-Mesa de Otay.
5. During any year in which water deliveries are made, the Mexican Section may request unanticipated additional or reduced volumes of water allotted to Mexico under the 1944 Water Treaty, needed by the CESPT for subsequent periods. A minimum thirty days' advance notice should be given for any unanticipated additional volumes in

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accordance with the provisions of Article 15F. of the 1944 Water Treaty. Additional deliveries cannot be guaranteed for any request that does not meet this advance notice. The United States Section, upon consultation with SDCWA and Reclamation, will advise the Mexican Section as soon as possible if capacity is available and if there are any limitations in making the additional deliveries. The United States Section will comply with an appropriate request for reduction, unless it is determined that such reduction would result in financial loss to one or more of the California Agencies or results in an adverse impact on United States operations. In the event a request for reduction adversely impacts United States operations, the United States Section and Mexican Section will meet to take appropriate actions to account for and deliver Mexico's allotment of Colorado River waters provided for in Article 10(a) of the 1944 Water Treaty. In the event of a reduction requested by the Mexican Section, any payments previously made will be retained and applied to payment for future deliveries. Except in extraordinary circumstances, the Mexican Section will not submit requests for unanticipated additions or reductions in emergency deliveries for any period beyond the agreed annual delivery schedule.

6. In the event that the California Agencies are not able to make the water deliveries because of capacity limitations, service interruptions, or other emergencies, the United States Section will immediately notify the Mexican Section before any suspension of deliveries is implemented. In the event that the water supply is suspended for reasons other than those mentioned above, the United States Section will reimburse funds equivalent to the cost of the suspended deliveries that may have been paid in advance.

B. Funding Emergency Water Deliveries

1. The total cost for emergency water deliveries to Tijuana consists of the following three elements:
 - a. Base Cost of Deliveries: The base expenses incurred by the California Agencies include, but are not limited to, charges for using diversion and conveyance

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works and pumping facilities, water treatment costs, monthly on-peak Colorado River Aqueduct energy costs, including applicable resource adequacy capacity costs, greenhouse gas costs, transmission wheeling costs, loss of energy costs, and California Independent System Operator transmission grid costs. Further, the contractual price includes costs of foregone sales and exchanges. For the annual delivery request, this element will be determined by October 30 or within 45 days of receipt of the annual schedule and will remain constant until changed by one or more of the California Agencies in accordance with rates charged to users in southern California for similar services, except for charges associated with the cost of energy which will be updated for each quarterly period in which deliveries are made. In the case of initial deliveries to Mexico, within 35 days of receipt of the schedule of requests, the United States Section will provide a Schedule of Charges to Mexico for said deliveries through the end of the initial delivery period or quarter. The Base Cost element will be equivalent to costs for similar deliveries to users in southern California in the United States.

- b. **Cost of Planned Projects and Emergency Repairs:** Planned projects and emergency repairs on the equipment or facilities used for the purpose of delivering water to Tijuana may be needed from time to time for operational, safety, or security purposes. A Planned Project and Emergency Repair Reserve Fund is established for this element. The initial amount of this fund will be seventy thousand dollars (\$70,000.00). In the case of the initial delivery to Mexico, the United States Section shall advise the Mexican Section within 35 days of receipt of the schedule of requests of the required annual funding amount for the Planned Project and Emergency Repair Reserve Fund. For subsequent years, the United States Section shall advise the Mexican Section by July 15 of the required annual funding amount for the Planned Project and Emergency Repair Reserve Fund for the following year. In the case of the initial

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delivery to Mexico, the amount to be deposited into the Planned Project and Emergency Repair Reserve Fund will be included in the Schedule of Charges referenced in Section B.1.a. above. Additionally, a minimum of 15 days prior to any quarter in which any quantity of water delivery under this agreement is requested, the Mexican Section shall furnish the necessary funds to replenish the Planned Project and Emergency Repair Reserve Fund to the required annual funding amount for the year. If Mexico does not do so, the United States may withhold delivery of water until such necessary funds have been furnished.

- c. **Fluctuation in Energy Costs:** The cost of energy may escalate during the effective period of this Joint Report. As such, an Energy Reserve Fund is established to cover additional charges due to fluctuations in energy costs. No deposit is required into this account unless there is an extraordinary spike in the energy costs. During any quarter for which deliveries are requested and once they are scheduled, if there is an extraordinary spike in energy costs, a deposit of a dollar amount that is based on the requested volume of deliveries in acre-feet will be deposited into an Energy Reserve Fund a minimum of 15 days prior to the beginning of each quarterly delivery period. This amount may be between zero dollars (\$0.00) and five hundred thousand dollars (\$500,000.00). Mexico may choose not to deposit the requested amount into the Energy Reserve Fund and the United States may withhold delivery of water until the requested amount is deposited into the Energy Reserve Fund account.
2. The Mexican Section will assure the payment by CESPT for the emergency water deliveries to Tijuana in accordance with the following arrangement:
 - a. The base cost for emergency water deliveries to Tijuana will be based on the volume of water measured at the Otay Mesa metering facility at the international boundary, plus system conveyance losses through the various southern California conveyance systems from the diversion point near Parker

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Dam to Otay Mesa at the international boundary, and will be equivalent to costs for similar deliveries to users in southern California in the United States in said area. For the initial water delivery made in calendar year 2022, the cost is estimated in accordance with the Schedule of Charges to Mexico in the attached Table #1. Delivery costs for any subsequent year that may be authorized by means of an exchange of diplomatic notes will be estimated by no later than October 30 or within 45 days of receipt of the annual schedule for the subsequent year.

- b. A minimum of 15 days before the beginning of each quarterly delivery period, payments will be made to the United States Section equal to the base cost for three months of water deliveries. Withdrawals will be made monthly as described in Section B.3.
- c. Before August 1 of each calendar year, a payment for planned projects and emergency repairs will be made by the Mexican Section to the United States Section, if necessary, to restore the Planned Project and Emergency Repair Reserve Fund to its required balance for the current calendar year. Once the required balance for the subsequent year is determined, as described in B.1.b. above, a deposit will be made by December 31, if needed, to ensure the Planned Project and Emergency Repair Reserve Fund has the required amount for the subsequent calendar year. Upon receipt of a request for emergency deliveries for Tijuana, OWD will perform meter calibration of the inter-connection facility in order to guarantee accuracy in the water accounting of volumes delivered to Mexico. For any cost incurred for this work, OWD will be reimbursed from the Planned Project and Emergency Repair Reserve Fund. Any other planned projects will proceed upon authorization by CESPT. Emergency repairs will proceed upon authorization by CESPT, when feasible. In the event that the Planned Project and Emergency Repair Reserve Fund is depleted after commencement of a planned project or emergency repair, additional funds

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will be provided by Mexico to the United States Section, no later than 45 days after notice of depletion, to complete the project and replenish the reserves to the amount determined for that calendar year. In the event that the actual cost of a planned project or emergency repair exceeds the available funds, CESPT will provide additional funds to the United States Section, through the Mexican Section, within 15 days after notification by the United States Section to reimburse OWD for costs already incurred for this work and replenish the reserves to the amount determined for that calendar year. In the event that an emergency project is not authorized by CESPT, the United States may suspend emergency deliveries. For the initial delivery of water, payment for the Planned Project and Emergency Repair Reserve Fund will be made to the United States Section a minimum of 5 days prior to commencement of deliveries. In the event full funding of the Planned Project and Emergency Repair Reserve Fund has not occurred prior to the initial delivery period and thereafter by December 31 of each calendar year, any remaining funds previously designated for payment of emergency deliveries or the Energy Reserve Fund shall be automatically transferred by the SDCWA to the Planned Project and Emergency Repair Reserve Fund, up to the annual required amount, provided funds exist for such action.

- d. When the United States Section requires funds to cover potential fluctuations in energy costs, additional payments will be made by the Mexican Section to the United States Section before the quarterly delivery period begins in order to maintain an Energy Reserve Fund up to five hundred thousand dollars (\$500,000.00). The amount will be as determined by the California Agencies based upon the estimated energy cost per acre-foot of the volume of water requested. In the event that the Energy Reserve Fund is depleted or forecasted to be depleted in any quarter, additional payments shall be made by the Mexican Section to maintain the Energy Reserve Fund at the estimated level

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for the next quarter. In the event the balance of the Energy Reserve Fund exceeds the amount required for the next quarterly period, after payment for deliveries in the current quarter, such excess amount shall be applied first, to the Planned Project and Emergency Repair Reserve Fund, up to the annual amount, and then to payment of estimated charges for the next quarterly period, or if requested in writing by the Mexican Commissioner, shall remain in the Energy Reserve Fund.

- e. In the event unanticipated additional deliveries are requested, the United States Section will provide to the Mexican Section a Schedule of Charges and any other costs for such additional deliveries and any additional request for Energy Reserve Funds and the Mexican Section will provide funds to the United States Section from CESPT to cover the cost for the additional water deliveries within 15 days after notification of acceptance by the United States Section. If, due to extraordinary circumstances and at the discretion of the California Agencies, additional emergency deliveries for Tijuana are made prior to receiving payment for additional deliveries, the Mexican Section shall provide payment for such deliveries immediately. In the event payments for additional deliveries are not made in the time frames described in this Section B.2.e., any available funds that were previously provided will be used to cover the costs associated with the additional emergency deliveries.
- f. Nonpayment of the advance quarterly payment for the service may be cause for the United States to withhold future water deliveries until any such payments have been made. Nonpayment of funds after 90 days' notice of failure to timely provide funds may be cause for the United States to deny all future delivery requests.
- g. Upon termination of the Emergency Delivery Agreement, the materials, equipment, and facilities within OWD constructed pursuant to this agreement and considered by OWD to be integral to ongoing operations will become or

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remain the property of OWD. Additionally, payment will be made by the Mexican Section to the United States Section for removing non-integral materials, equipment and facilities, and restoring OWD facilities to the condition which would exist if the structures to facilitate emergency deliveries to Tijuana had not been constructed. Notwithstanding the foregoing, subject to approval of the Commission, the local authorities in the two countries have the authority to agree upon and effect a different arrangement for the disposition of such materials, equipment, and facilities.

3. The United States Section will administer the funds received from the Mexican Section in the following manner:
 - a. The United States Section will provide the funds to the SDCWA for deposit into an interest-bearing bank account in which the interest income generated will be reinvested in the same account. The interest earned on the account will be based on the average monthly interest rate as reported on the SDCWA's Monthly Treasurer's Report for the SDCWA Operating Fund and will be calculated at the end of each month. Interest earned in the Planned Project and Emergency Repair Reserve Fund and the Energy Reserve Fund in excess of the annual and quarterly funding requirement, respectively, shall be applied towards the Planned Project and Emergency Repair Reserve Fund and the Energy Reserve Fund unless otherwise directed, in writing, by the Mexican Section. The SDCWA will provide to the IBWC through the United States Section a quarterly statement for quarters when no deliveries are made and a monthly report for periods when deliveries are made, including a detailed breakdown of the costs for each monthly delivery, the total funds withdrawn from Mexico's account, the interest income generated in the account, and the balance in the account. IBWC may request any clarifications to the monthly report from SDCWA within 60 days. If no clarifications are requested by IBWC within 60 days, it shall be concluded that IBWC is in agreement with the

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information contained in the monthly report.

- b. Upon termination of this agreement on emergency deliveries, the United States Section will provide to the Mexican Section a final balance sheet prepared by the SDCWA covering actual costs for the delivered waters. The Mexican Section will submit its approval or objections to the final balance sheet within 60 days. If there are remaining funds plus interest, these will be reimbursed to Mexico through the IBWC. If the Mexican funds are not sufficient to cover the final costs, including the costs of restoration of the OWD facilities in accordance with Section B.2.g. above, Mexico will provide additional funds within 15 days of notice from the United States Section.
- c. Any funds remaining in the Mexican account under the terms of Minute No. 322 based on the final balance sheet prepared for emergency deliveries undertaken during the course of that Minute shall be returned to Mexico unless the Mexican Commissioner notifies the U.S. Commissioner in writing that these funds should remain in the Mexican account to be applied toward funding emergency deliveries under this Joint Report and associated Minute.

C. Coordination

The IBWC will form a Local Work Group which will include at least one representative from each water agency in the United States and Mexico involved in this matter, including both Sections of the IBWC, SDCWA, MWD, OWD, Mexico's National Water Commission, SEPORA, and CESPT. For any month in which water is delivered to Mexico, OWD, CESPT, and IBWC, along with any other interested member of the work group, will meet at least once a month to verify the readings of the water delivered to Mexico at the boundary, to exchange information, address unforeseen situations, and review reports on procedures for deliveries and handling of funds. When it is deemed necessary, the IBWC may also call meetings of the aforementioned group to receive reports on the operations involved in the procedures described above for the handling of funds received from Mexico, as well as to exchange information, and to jointly

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address any unforeseen situation which may arise regarding this matter.

D. Water Deliveries Monitoring

The IBWC will account for the Colorado River waters delivered under this emergency arrangement, including system conveyance losses, and charge them against Mexico's allotment of Colorado River waters provided for in Article 10(a) of the 1944 Water Treaty following the provisions in Article 15B. of the said Treaty for quantities delivered at mutually agreed points on the land boundary. During the period of emergency deliveries to Tijuana, the salinity differential between Imperial Dam and the Northerly International Boundary, described in Resolution 1.a) of Minute No. 242, will be calculated as if the water delivered for use in the City of Tijuana were delivered from Imperial Dam at the Northerly International Boundary.

Recommendations

Based on the above, we respectfully recommend:

That the procedures described in this report for providing emergency deliveries of a portion of Mexico's Colorado River water for use in the Tijuana area be approved.

Respectfully,



**Daniel Avila
Principal Engineer
United States Section**



**Luis Antonio Rascon Mendoza
Principal Engineer
Mexican Section**

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**TABLE # 1
Charges to Mexico for Emergency Deliveries for Tijuana
of a Portion of Mexico's 1944 Water Treaty Allotment**

Effective 2022^a

On the basis of total water handled including losses at unit charge for total water ^a

Delivery to Mexico		
1.	Water delivered to Mexico at international boundary near Tijuana as measured at Service Connection SD-TJ (acre-feet)	
Payment to Otay Water District (OWD)		
2.	OWD system loss at 3.0% of Line 1 (acre-feet) ^b	
3.	OWD total deliveries (Line 1 + Line 2) (acre-feet)	
4.	Unit payment due OWD for delivery charges and other expenses (\$/acre-foot)	\$ 89.04
5.	Total payment to OWD (Line 3 x Line 4) (\$)	
Payment to the San Diego County Water Authority (Authority)		
6.	Water delivered by Authority for Mexico; same as Line 3 (acre-feet)	
7.	Authority system loss at 1.0% of Line 3 (acre-feet) ^b	
8.	Authority total deliveries (Line 6 + Line 7) (acre-feet)	
9.	Unit payment due Authority for delivery charges and other expenses (\$/acre-foot). (Unit charge is Authority's Transportation Rate.)	\$ 173.00
10.	Total payment to Authority (Line 8 x Line 9) (\$)	
Payment to Metropolitan Water District of Southern California (Metropolitan)		
11.	Water delivered by Metropolitan for Mexico; same as Line 8 (acre-feet)	
12.	Metropolitan system loss at 3.6% of Line 8 (acre-feet) ^b	
13.	Metropolitan total deliveries (Line 11 + Line 12) (acre-feet)	
14.	Unit payment due Metropolitan for use of existing diversion and conveyance works, water treatment, and other expenses. (Unit charge includes Metropolitan's System Access Rate and Treatment Surcharge or equivalent at the time of delivery.) (\$/acre-foot)	\$ 733.00
15.	Unit payment due Metropolitan for Colorado River Aqueduct energy, determined as the average cost (\$/megawatt-hour), including foregone sales and exchanges, incurred by Metropolitan for the incremental amount of water for the month that the water was delivered, including energy for conveyance, loss of Metropolitan's share of energy generated at Parker Dam Power Plant, and any other Colorado River Aqueduct energy cost or loss of energy that results from Emergency Deliveries (\$/acre-foot).	\$ 107.00
16.	Total payment to Metropolitan ((Line 13 x Line 14) + (Line 13 x Line 15)) (\$)	
17.	Total Charge to Mexico (Line 5 + Line 10 + Line 16)	

^a The costs contained in Table #1 are as of 2022 and are subject to change.

^b Portion of Treaty Water diverted by Metropolitan at Lake Havasu.