

AGREEMENT

THIS AGREEMENT made this 11th day of April, 196⁸7,
between the STATE OF CALIFORNIA, acting by and through its Department of Water Resources, hereinafter referred to as the "State" and the CITY OF ANTIOCH, a municipal corporation, hereinafter referred to as the "City",

WITNESSETH:

WHEREAS, for over 100 years water has been diverted from the San Joaquin River for municipal and industrial use in and around the area which is now in the corporate limits of the City, and

WHEREAS, since 1904 such water has been diverted at a pumping plant located near the foot of A Street and has been treated and distributed to users by the City, and

WHEREAS, the City diverts such water whenever the chloride ion content in the surface zone at slack current after daily higher high tide (HHT) is 250 parts per million or less, hereinafter called "usable river water", and

WHEREAS, the average number of days per water year (October 1 to September 30, hereinafter referred to as "year") that usable river water has been available to the City at said point of diversion is 208 and the median period of said availability is from December 9 to July 5, both days inclusive, and

WHEREAS, during each day usable river water has been and will in the future be available to the City the quantity thereof has been and will be adequate to meet the water requirements of

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the City during such day, and

WHEREAS, in the future the average number of days per year that usable river water will be available to the City will be caused to decrease, and such decrease will be due in part to operation of the State Water Resources Development System, as defined in Section 12931 of the Water Code, and

WHEREAS, it is contemplated that the Contra Costa Canal, supplemented by the Kellogg Unit or other facilities to be constructed by the Bureau of Reclamation, will meet the City's future water requirements which are not met by usable river water. If such facilities are not constructed by the Bureau of Reclamation, water supply facilities will have to be constructed by another agency or agencies to meet the City's future requirements including a substitute water supply equal to the City's water deficiency entitlement as defined in this agreement.

NOW, THEREFORE, the parties agree as follows:

1. The term of this agreement shall begin on the first day of October 1968, and shall continue in effect until terminated by either party by written notice to the other party given at least 12 months prior to the effective date of such termination. The effective date of termination shall be the last day of a year (September 30) and no termination shall be effective prior to September 30, 2008.

2. The State shall reimburse the City in a manner hereinafter provided for any decrease in availability to the City of usable river water during the term of this agreement caused by

operation of the State Water Resources Development System. Such decrease in availability of usable river water is hereinafter referred to as the City's "water deficiency entitlement".

3. The quantity of the City's water deficiency entitlement shall be determined for each year during the term of this agreement by the formula

$$E = \frac{(208-D)}{3} \frac{(V)}{208}$$

where E is the City's water deficiency entitlement for such year in acre-feet, D is the number of days during such year that usable river water is available to the City in the San Joaquin River at its pumping plant, and V is the total quantity of water in acre-feet introduced into the City's transmission facilities for delivery within the City's service area as shown on Exhibit "A" attached hereto and by this reference made a part hereof from 8:00 a.m. on December 9, to 8:00 a.m. on July 6: Provided, That $\frac{V}{208}$ shall not exceed the maximum diversion rate of the City's San Joaquin River diversion facility in acre-feet/day as such facility exists in such year. If in any year D exceeds 208, the City shall have no water deficiency entitlement for such year and the amount of such excess shall offset any water deficiency entitlement of the City for an equal number of days in the next succeeding year or years when D is less than 208.

4. For the purpose of computing the City's water deficiency entitlement, the City at no cost to the State, shall provide:

- (a) A covered facility or facilities wherein

the State can install devices to measure the chloride ion content of water in the San Joaquin River at or in the vicinity of the City's pumping plant,

(b) Sufficient power to operate all necessary measuring devices, and

(c) Sufficient right-of-way to such facilities to enable the State to install, service, remove, and take readings from any such devices.

The size of such facilities and the amount and type of power to be supplied shall be as mutually agreed upon.

The State shall be responsible for the actual measuring of the chloride ion content; all such measurements will be made available to the City.

Such measurements will be made at such intervals as shall be reasonably necessary and as mutually agreed upon.

The City shall have the right, at its expense, to verify the accuracy of the State's measurements and any inaccuracy thus disclosed shall be corrected by the State.

5. Each year during the term of this agreement that the City has a water deficiency entitlement it shall purchase substitute water from a project or projects constructed by an agency or agencies to supply the supplemental water requirements of an area including the City. For the purposes of this agreement, substitute water shall be deemed to have been purchased during the period beginning at 8:00 a.m. on December 9 and ending

at 8:00 a.m. on July 6 of such year and the price paid by the City for substitute water shall be deemed to be the average price per acre-foot paid by the City for all untreated water purchased by it for introduction into its water transmission facilities during said period.

6. Each year during the term of this agreement that the City purchases substitute water for its water deficiency entitlement, the State will pay the City an amount of money computed in accordance with the formula $M = E (C_w + C_e - 4.90)$ where M is the amount in dollars to be paid by the State, E is the City's water deficiency entitlement for such year determined in the manner provided in Section 3 hereof, C_w is the amount per acre-foot paid by the City for substitute water delivered to the City as provided in Section 5 hereof, and C_e is the average amount (if any) per acre-foot paid by the City for electric energy to transport substitute water from the point of delivery thereof to the City to a storage reservoir or treatment plant operated by the City. The State shall pay said amount to the City not later than October 31 of the following year. Such payments are hereby determined to be reasonable costs of the annual maintenance and operation of the State Water Resources Development System and shall be disbursed from the California Water Resources Development Bond Fund pursuant to subsection (b) (1) of Section 12937 of the Water Code.

7. The City, in consideration of the payments by the State herein provided,

releases the State from any liability due to

any change in regimen of flows of water in the Delta or the San Joaquin River and the effects of such changes caused by operation of the State Water Resources Development System: Provided, That nothing herein shall be deemed to be a release of State liability resulting from the utilization by the State of any facilities for removal of drainage water from the San Joaquin Valley.

8. The obligations of the State herein shall not be affected by any modification of the City's facilities to divert river water, except as provided in Section 3 hereof.

9. Nothing herein shall be deemed to be a release or waiver of any right of the City to purchase supplemental water supplies from the State with the priorities established by Water Code Sections 11460, 12201 to 12204 inclusive, and 12931.

10. State agrees that other municipal and industrial entities in the Delta will not be granted compensation for damages caused by the State Water Resources Development System under substantially more favorable terms than those used to Compensate the City hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers thereunto duly authorized on the date first above written.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

By Williamelli
Director

Approved as to legal form
and sufficiency:

By J. C. Tourner
Chief Counsel

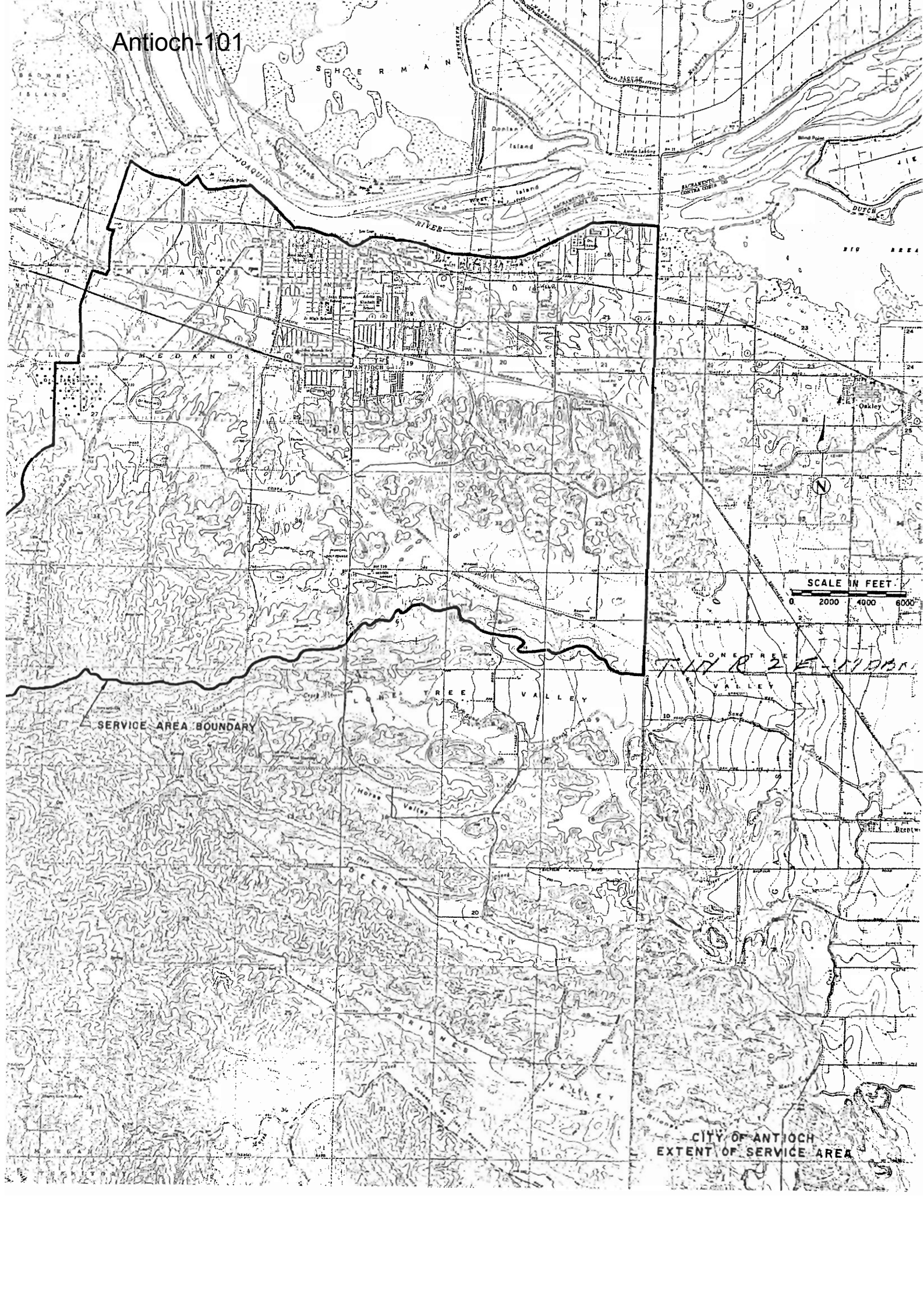
CITY OF ANTIOCH

By John Lopez
Mayor

ATTEST:

Jean Fashbough
City Clerk

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SERVICE AREA BOUNDARY

SCALE IN FEET
0 2000 4000 6000

CITY OF ANTIOCH
EXTENT OF SERVICE AREA