

CONTRACT AMONG THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA,
EAST CONTRA COSTA IRRIGATION DISTRICT,
AND CONTRA COSTA WATER DISTRICT

This contract is made this 11TH day of APRIL, 1991,
among the Department of Water Resources of the State of
California (DWR), East Contra Costa Irrigation District (ECCID),
and Contra Costa Water District (CCWD).

RECITALS

A. ECCID and DWR made a contract on January 7, 1981,
hereinafter referred to as the "DWR - ECCID contract," which
contains the following provision:

"The State recognizes a pre-1914 appropriative
right of the District to divert from the Delta at
Indian Slough for use within the District. The State
shall furnish such water as may be required within the
District, up to 50,000 acre-feet per year at a rate of
200 cubic feet per second, to the extent not otherwise
available under the water rights of the District."

B. ECCID and CCWD made a contract on May ¹⁵16, 1990
(hereinafter referred to as "the Districts' contract") whereby
ECCID shall transfer and assign to CCWD an entitlement to the use
for municipal and industrial purposes, of water furnished by DWR

DWR - CCWD - ECCID Contract

pursuant to the DWR - ECCID contract and which contains the following provision:

"This agreement shall not become effective unless and until the DWR delivers to CCWD a written confirmation satisfactory to CCWD that the execution of this agreement shall not effect the obligations of the State of California under the 1981 contract and that the State of California shall permanently furnish to CCWD the East Contra Costa M & I Supply, if, as and when each "Block" as referenced in Section 7 hereof is transferred, for use in the area described in Exhibit A."

AGREEMENT

The parties agree as follows:

1. CCWD and ECCID agree that this contract provides a confirmation by DWR satisfactory to meet the conditions in the Districts' contract described in Recital B.

2. DWR consents to the diversion of water under the DWR - ECCID contract at the Rock Slough intake of the Contra Costa Canal for treatment by CCWD and service to municipal and industrial users within the service area of East Contra Costa Irrigation District as shown on Attachment A to the DWR - ECCID

DWR - CCWD - ECCID Contract

contract under the following conditions but only so long as the conditions are complied with:

- a. The DWR - ECCID contract remains in effect.
- b. The water quality criteria established by the DWR - ECCID contract for Indian Slough at Old River are not made better than current levels.
- c. The combined rate of diversion under the DWR - ECCID contract at all points shall not at any time exceed 200 cubic feet per second.
- d. The diversion of water by CCWD under the DWR - ECCID contract shall occur only at the Rock Slough intake of the Contra Costa Canal.
- e. The place of use of water diverted by CCWD under the DWR - ECCID contract shall be limited to the service area of ECCID as shown on Attachment A of the DWR - ECCID contract.
- f. The diversion of water by CCWD under the DWR - ECCID contract at the Rock Slough intake to the Contra Costa Canal does not result in a greater measurable water burden on the State Water Project and its operations than would have existed if the water were used solely for agricultural purposes within ECCID and if the water were diverted at the ECCID diversion facility on Indian Slough.
- g. ECCID and CCWD shall submit to DWR on or before January 1 of each year a schedule of their estimated diversions

DWR - CCWD - ECCID Contract

of water under the DWR - ECCID contract at each point of diversion. If DWR determines that the scheduled diversions would cause a greater measurable water burden as described in subsection f above, DWR shall make such temporary modifications of the scheduled diversions at Rock Slough as it deems necessary to avoid such greater measurable water burden, shall immediately notify ECCID and CCWD and thereupon the parties hereto shall negotiate a schedule that does not create such greater measurable water burden.

h. CCWD shall be the lead agency for complying with the requirements of the California Environmental Quality Act with respect to the CCWD - ECCID contract and this contract. CCWD shall submit to DWR a finally approved environmental document under the California Environmental Quality Act with the first schedule for estimated deliveries under Paragraph 2g.

i. ECCID shall remain in compliance with the terms of the DWR - ECCID contract.

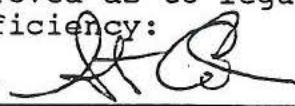
j. Rights to compensation under the DWR - ECCID contract for losses due to lowered water quality during drought or other emergencies shall be limited to economic losses suffered by agricultural users within the service area of ECCID.

DWR - CCWD - ECCID Contract

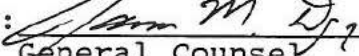
3. This contract may be signed in multiple counterparts all of which taken together shall constitute one single agreement.

IN WITNESS HEREOF the parties hereto have executed this contract on the date first written above.

Approved as to legal form and sufficiency:

By: 
Acting Chief Counsel
Department of Water
Resources

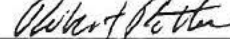
Approved as to legal form and sufficiency:

By: 
General Counsel
East Contra Costa
Irrigation District


Approved as to legal form and sufficiency:

By: _____
General Counsel
Contra Costa Water District

STATE OF CALIFORNIA

By: 
Director
Department of Water
Resources

EAST CONTRA COSTA IRRIGATION DISTRICT

By: 
Chairman
Board of Directors

CONTRA COSTA WATER DISTRICT

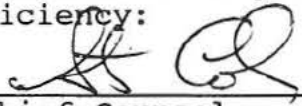
By: _____
General Manager

DWR - CCWD - ECCID Contract

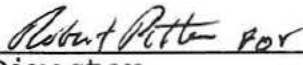
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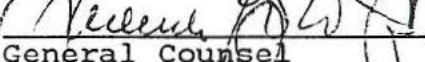
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EAST CONTRA COSTA IRRIGATION DISTRICT

By: _____
Chairman
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General Manager