

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 1
TO THE AGREEMENTS
ON DIVERSION OF WATER FROM THE SACRAMENTO/SAN JOAQUIN DELTA
AMONG
THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA,
EAST CONTRA COSTA IRRIGATION DISTRICT,
AND
CONTRA COSTA WATER DISTRICT

THIS AMENDMENT is made and entered into this 7th day of February, 2000.
by and among the Department of Water Resources of the State of California, hereinafter called
DWR; East Contra Costa Irrigation District, hereinafter called ECCID; and Contra Costa Water
District, hereinafter called CCWD.

RECITALS

WHEREAS, DWR and ECCID entered into a contract on January 7, 1981 titled
"Contract Between the State of California Department of Water Resources and the
East Contra Costa Irrigation District for the Assurance of a Dependable Water Supply of
Suitable Quality" describing the nature and extent of ECCID's rights between ECCID and
DWR for the diversion of water by ECCID from Indian Slough and the obligations of DWR

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for maintaining a water supply of adequate quality for reasonable and beneficial use within ECCID; and

WHEREAS, DWR, ECCID and CCWD entered into a contract on April 11, 1991 titled "Contract Among the Department of Water Resources of the State of California, East Contra Costa Irrigation District, and Contra Costa Water District," whereby DWR consented to the diversion of water under the January 7, 1981 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 ECCID as shown on Attachment A to the 1981 DWR-ECCID contract; and

WHEREAS, ECCID and CCWD wish to amend certain provisions of those contracts to allow diversions under both contracts at the Rock Slough intake of the Contra Costa Canal and the Los Vaqueros Project intake at Old River; and

WHEREAS, ECCID and CCWD wish to increase the allowable rate of diversion at the above locations; and

WHEREAS, DWR, ECCID, and CCWD wish to clarify certain language contained in those contracts defining the allowable place of use for water diverted under the 1981 DWR-ECCID contract; and

WHEREAS, DWR is agreeable to the requested changes, provided the conditions in this Amendment No. 1 are met; and

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WHEREAS, ECCID and CCWD have approved, but not yet executed, a Water Sales Agreement dated March 17, 1999; and the intent of Article 3.3 of that Agreement, "Place of Use," describes the same lands described in Article 1(c) of the 1981 DWR-ECCID contract, as amended; and

WHEREAS, DWR is not a party to the Water Sales Agreement, and its consent is required for use of water on lands other than lands described in Article 1(c) of the 1981 DWR-ECCID contract, as amended, whether such use occurs as part of the programs described in the Water Sales Agreement as Firm Water Rights Supply, the Shortage Water Supply, or the Interim Water Supply;

NOW THEREFORE, the parties agree upon the following terms and conditions.

AGREEMENT

The January 7, 1981 contract between DWR and ECCID is amended as follows:

Article 1.(c) is amended to read: "District" shall mean the East Contra Costa Irrigation District and shall include all of the lands within the jurisdiction of the East Contra Costa Irrigation District at the time Amendment No. 1 to this contract is executed and all lands which may hereafter be annexed to ECCID which are within the area shown on the revised Attachment A.

Subdivision (e) to Article 2. is added to read: The water quality criteria at Indian Slough alone shall govern under this contract, as amended. Nothing in this contract, as amended, or the 1991 DWR-ECCID-CCWD contract, as amended, imposes an obligation on DWR to maintain any water quality standards at either the Contra Costa

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Canal intake at Rock Slough, or the Los Vaqueros Project intake at Old River which may differ from those at Indian Slough.

Article 5.(a) is amended to read: No water diverted at Indian Slough, the Contra Costa Canal intake at Rock Slough, or the Los Vaqueros Project intake at Old River under this contract, as amended, shall be used or otherwise disposed of outside the District as defined in Article 1(c) of this contract, as amended, without the prior written consent of the Department.

Subdivision (e) to Article 5. is added to read: ECCID shall notify DWR when ECCID boundaries change by more than 1,000 acres. ECCID shall submit to DWR documentation of CEQA compliance for ECCID boundary changes.

Article 6.(a)(i) is amended to read: This contract, as amended, shall constitute the full and sole agreement between DWR and ECCID as to (1) the rights of ECCID to divert water from Indian Slough, the Contra Costa Canal intake at Rock Slough, or the Los Vaqueros Project intake at Old River; and (2) the quality of water which shall be in Old River at Indian Slough; and (3) the payment for the assurance given that water of such quantity at the three intake locations and quality at Indian Slough shall be available for reasonable and beneficial uses on District lands as defined in Article 1(c) of this contract, as amended. Said uses shall not be disturbed or challenged by DWR, and ECCID shall not claim a right against DWR in conflict with the provisions hereof so long as this contract, as amended, remains in full force and effect.

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Article 6.(a)(ii) is amended to read: DWR recognizes a pre-1914 appropriative right of ECCID to divert from the Delta for use on District lands as defined in Article 1(c) of this contract, as amended. DWR shall furnish such water as may be required within the District as defined in Article 1(c) of this contract, as amended, up to 50,000 acre-feet per year at a rate of up to 250 cubic-feet-per-second, to the extent not otherwise available to ECCID under the water rights of ECCID.

Subdivision (a)(iii) to Article 6. is added to read: All diversions by ECCID under this contract, as amended, shall be metered. ECCID shall maintain records of all water diverted under this contract, as amended, at each location. The method for distinguishing between CCWD's and ECCID's diversions at Rock Slough and the Los Vaqueros Project intake shall be submitted to and approved by DWR prior to the commencement of diversions at those locations. ECCID shall submit to DWR an annual record of its diversions at each location by March 1 of the year following the diversions. DWR shall have the right to inspect the measuring devices and diversion records at any time.

Article 6.(c) is amended to read: This contract, as amended, shall constitute a full agreement between DWR and ECCID concerning all water rights of ECCID to divert from Indian Slough, the Contra Costa Canal Intake at Rock Slough, and the Los Vaqueros intake at Old River.

Delete Article 10.(a)

The April 11, 1991 contract between DWR, ECCID, and CCWD is amended as follows:

Delete Recital A.

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Article 2. is amended to read: DWR consents to the diversion of water under the 1981 DWR-ECCID contract, as amended, at the Rock Slough intake of the Contra Costa Canal and the Los Vaqueros Project intake at Old River for treatment by CCWD and service to municipal and industrial users on District lands as defined in Article 1(c) of that contract, as amended, subject to compliance with the following conditions:

Article 2.(c) is amended to read: The combined rate of diversion under the 1981 DWR-ECCID contract, as amended, at all points shall not at any time exceed 250 cubic-feet-per-second.

Article 2.(d) is amended to read: The diversion of water by CCWD under the 1981 DWR-ECCID contract, as amended, shall occur only at the Rock Slough intake of the Contra Costa Canal and the Los Vaqueros Project intake at Old River.

Article 2.(e) is amended to read: The place of use of water diverted by CCWD under the 1981 DWR-ECCID contract, as amended, shall be limited to the lands as defined in Article 1(c) of that contract, as amended.

Article 2.(f) is amended to read: The diversion of water by CCWD under the 1981 DWR-ECCID contract, as amended, at the Rock Slough intake of the Contra Costa Canal and the Los Vaqueros Project intake at Old River 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 on lands as defined

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in Article 1(c) of that contract, as amended, and if the water were diverted at the ECCID diversion facility on Indian Slough.

Article 2.(g) is amended to read: ECCID and CCWD shall submit to DWR on or before January 1 of each year a schedule of their estimated diversions of water under the 1981 DWR-ECCID contract, as amended, at each point of diversion. If DWR determines that the scheduled diversions would cause a greater measurable water burden as described in subsection 2(f), DWR shall make such temporary modifications of the scheduled diversions at Rock Slough and the Los Vaqueros Project intake as it deems necessary to avoid such greater measurable water burden and shall immediately notify ECCID and CCWD. Thereupon the parties hereto shall negotiate a schedule that does not create such greater measurable water burden.

Subsection (k) to Article 2. is added to read: CCWD shall maintain records of all water diversions at the Rock Slough intake of the Contra Costa Canal and the Los Vaqueros Project intake at Old River which clearly distinguish between CCWD diversions and diversions under the 1981 DWR-ECCID contract, as amended. The method for distinguishing CCWD's and ECCID's diversions at Rock Slough and the Los Vaqueros Project intake shall be submitted to and approved by DWR prior to the commencement of diversions. ECCID shall furnish to DWR on or before March 1 of the calendar year following the diversions a record of all water diverted under the 1981 DWR-ECCID and 1991 DWR-ECCID-CCWD contracts, as amended. DWR shall have the right to inspect the measuring devices and diversion records at any time.

All other provisions of the January 7, 1981 DWR-ECCID contract and the April 11, 1991 DWR-ECCID-CCWD contract remain in full force and effect. Nothing in this Amendment No. 1 shall be construed as DWR approval of the Water Sales Agreement.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Amendment No. 1 to the January 7, 1981 contract between DWR-ECCID and the April 11, 1991 contract among DWR-ECCID-CCWD, which Amendment becomes effective on the date first set forth above.

Approved as to legal form
and sufficiency:

Chief Counsel
Department of Water Resources

Chief Counsel
Date

Approved as to legal form
and sufficiency:

General Counsel
East Contra Costa Irrigation District

Date

Approved as to legal form
and sufficiency:

General Counsel
Contra Costa Water District

Date

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Director

Date

EAST CONTRA COSTA IRRIGATION DISTRICT

Chairman
Board of Directors

Date

CONTRA COSTA WATER DISTRICT



~~General Manager~~ President

Date

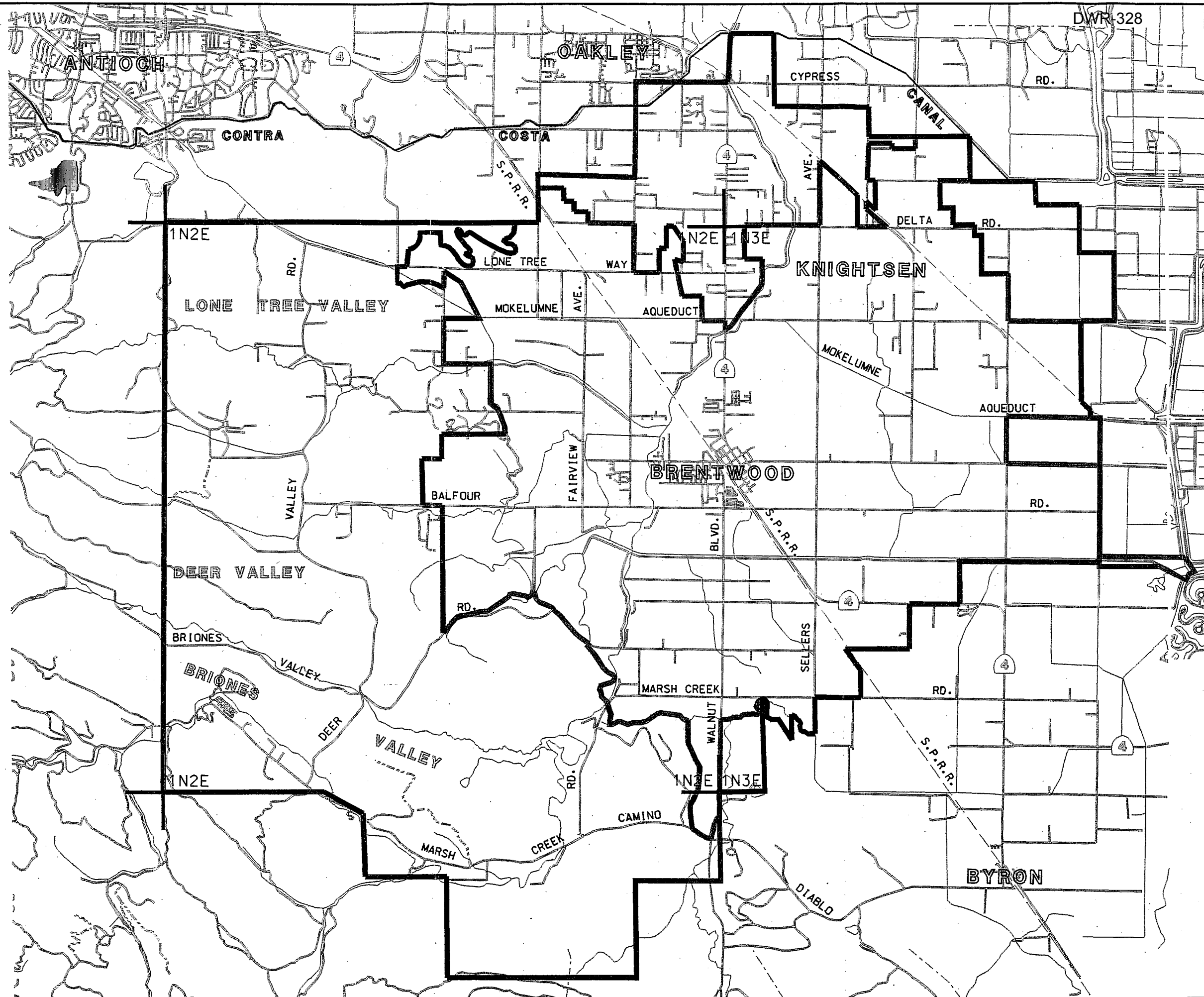


SCALE: 1" = 1 MILE

LEGEND:

-  1998 ECCID BOUNDARY
-  AMENDED DWR / ECCID AGREEMENT BOUNDARY 1998

Attachment A
Amended DWR/ECCID
Agreement Boundary 1998



BOARD OF DIRECTORS
East Contra Costa Irrigation District

MINUTE ORDER

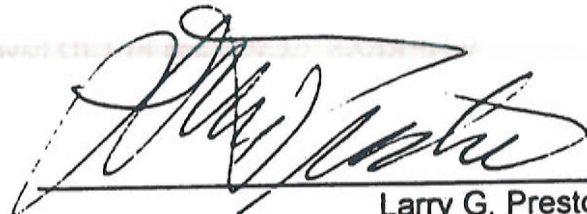
Regular Meeting Held On
November 10, 1998

Item No. 13 – Water Agreements with California Department of Water Resources,
Contra Costa Water District, and City of Brentwood

The Board entered into Closed Session at 2:40 pm to discuss with the District's negotiator, Larry G. Preston, prices and terms of payment for district water rights affected by the ongoing negotiations with the City of Brentwood and Contra Costa Water District. The Board reconvened at 3:00 pm. A motion was made by Director Stonebarger and seconded by Director Maggiore to approve two Water Sales Agreements with the Contra Costa Water District and the City of Brentwood and the amendment to the 1981 Department of Water Resources Agreement. The motion was passed unanimously and so ordered.

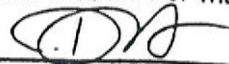
I, Larry G. Preston, General Manager/Secretary of the East Contra Costa Irrigation District, hereby certify that the above motion was made and so ordered by the Board of Directors of the East Contra Costa Irrigation District at the regular meeting of the Board held on the 10th day of November 1998.

AYES: Dwelley, Stonebarger, Maggiore and Christensen
NOES: None
ABSENT: Enos



Larry G. Preston
General Manager/Secretary




Dianne R. Alcardi, District Secretary
Contra Costa Water District

RESOLUTION NO. 99-49

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CONTRA COSTA
WATER DISTRICT AUTHORIZING THE PRESIDENT OF THE BOARD TO
EXECUTE AMENDMENT NO. 1 TO THE AGREEMENTS ON DIVERSION OF
WATER FROM THE SACRAMENTO/SAN JOAQUIN DELTA AMONG THE
DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA, EAST
CONTRA COSTA IRRIGATION DISTRICT, AND CONTRA COSTA
WATER DISTRICT, AND DIRECTING FURTHER ACTION**

WHEREAS, on January 7, 1981, East Contra Costa Irrigation District (ECCID) and the Department of Water Resources (DWR) entered into an agreement which confirmed ECCID's 1912 appropriative right within the corporate boundaries of ECCID; and

WHEREAS, on May 16, 1990, Contra Costa Water District (CCWD) and ECCID entered into an agreement whereby CCWD obtained an annual entitlement to supply for municipal purposes specified amounts of water diverted pursuant to ECCID's 1912 appropriative right within an area which includes portions of the current territory of the CCWD also located within the corporate boundaries of ECCID; and

WHEREAS, on April 11, 1991, CCWD, ECCID, and the DWR entered into an agreement to implement the foregoing agreement; and

WHEREAS, CCWD and ECCID have recently negotiated a Water Sales Agreement to amend the May 16, 1990 agreement to transfer surplus irrigation water to CCWD; and

WHEREAS, CCWD and ECCID have negotiated Amendment No. 1 to the April 11, 1991 Agreement with DWR to facilitate the water transfer, which DWR has revised in part in response to CCWD concerns since the prior version was approved by the CCWD Board on March 17, 1999.

Resolution No. 99-49
November 3, 1999
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NOW, THEREFORE BE IT RESOLVED by the Board of Directors of Contra Costa Water District that the President of the Board be authorized and directed to execute, for and on behalf of this District, Amendment No. 1 to the Agreements on Diversion of Water from the Sacramento/San Joaquin Delta among the Department of Water Resources of the State of California, East Contra Costa Irrigation District, and Contra Costa Water District, in a form approved by the general counsel.

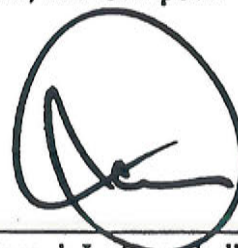
BE IT FURTHER RESOLVED that, prior to the execution of said Amendment, the General Manager is directed to notify the Board by letter or subsequent agenda item of any revisions that materially change the provisions of the form of such Amendment presented to the Board of Directors on November 3, 1999.

The foregoing resolution was duly and regularly adopted at a meeting thereof held on November 3, 1999 by the Board of Directors of Contra Costa Water District by the following vote of the Board:

AYES: Pretti, Elcenko, Anello, Boatmun, and Campbell

NOES: None

ABSENT: None



Joseph L. Campbell, President
Contra Costa Water District

ATTEST:


Dianne R. Aicardi,
District Secretary