

BDCP

BAY DELTA CONSERVATION PLAN ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT

— Comment Card —

Please Print

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Yes, I would like to be added to your e-mail list.

Your input on the BDCP EIR/EIS is greatly appreciated. Please write your comments below, including comments on the extent of the action, range of alternatives, methodologies for impact analysis, types of impacts to evaluate, and possible mitigation concepts. Comments will be accepted until close of business on May 14, 2009.

This firm represents East Contra Costa Irrigation District ("ECCID"), an irrigation district encompassing approximately 20,000 acres located in the eastern portion of Contra Costa County, California. ECCID supplies agricultural irrigation water and landscape irrigation water to lands within its boundary. Additionally, ECCID sells a quantity of water to the Contra Costa Water District for municipal and industrial use pursuant to a February 22, 2000 agreement and to the City of Brentwood for municipal and industrial use pursuant to a December 14, 1999 agreement.

ECCID's water rights consist of pre-1914 and post-1914 appropriative rights, all of which are confirmed in a contract between ECCID and the State of California acting by and through its Department of Water Resources for the assurance of a dependable water supply of suitable quality, dated January 7, 1981, as amended April 11, 1991 and February 7, 2000 (the "DWR-ECCID contract"). ECCID makes its water diversions pursuant to its water rights and under the DWR-ECCID contract at its diversion point in Old River at Indian Slough, through a main canal with a series of seven pump-lift stations and a series of seven lateral canals, running to the North and to the South.

The DWR-ECCID contract, as implied in its title, recognizes county of origin and water shed protection concepts and, essentially, guarantees a certain level of water quality at ECCID's point of diversion and recognizes the District's right to divert up to 50,000 acre feet of water per year at a rate of 200 cubic feet per second at such point of diversion, notwithstanding operation of the State Water Project.

The impact of various alternatives being considered under the Bay Delta Conservation Plan on ECCID's rights under the DWR-ECCID contract should be analyzed, in particular as relates to the water quality assurances provided therein to ECCID.

Additionally, the impact of various proposed alignments in the Bay Delta Conservation Plan on ECCID's main canal running from Indian Slough and on the various laterals utilized for delivery of ECCID water, and in particular the western alignments, should also be carefully analyzed.

Please submit your comments at station 6 at this scoping meeting, or fold this form in half, seal with tape and mail to:
Ms. Delores Brown, Chief, Office of Environmental Compliance, Department of Water Resources, P.O. Box 942836, Sacramento, CA 94236.
You may also e-mail your comments to BDCPcomments@water.ca.gov. **Comments must be received by May 14, 2009.**

DWR
1981

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

THIS CONTRACT, made this 7 day of Jan.,
1981 between the STATE OF CALIFORNIA, acting by and through its
DEPARTMENT OF WATER RESOURCES (State), and the EAST CONTRA COSTA
IRRIGATION DISTRICT (District), a political subdivision of the
State of California, duly organized and existing pursuant to the
laws thereof, with its principal place of business in Brentwood,
California.

RECITALS

(a) The purpose of this contract is to agree upon the
nature and extent of the District's water rights as between the
District and the State for diversion from Indian Slough, and to
provide that the State will maintain in the Sacramento-San Joaquin
Delta in Old River at Indian Slough a dependable water supply of
adequate quantity and quality for reasonable and beneficial uses
within the District, that the State will recognize the right to
make such uses within the District, and that the District will pay
compensation for the assurance of any reimbursable benefits allo-
cated to the District resulting from the Federal Central Valley
Project and the State Water Project, and offset by any detriments
caused thereby.

(b) The United States, acting through its Department of the Interior, has under construction and is operating the Federal Central Valley Project (FCVP).

(c) The State has under construction and is operating the State Water Project (SWP).

(d) The construction and operation of the FCVP and SWP at times have changed and will further change the regimen of rivers tributary to the Sacramento-San Joaquin Delta (Delta) and the regimen of the Delta channels from unregulated flow to regulated flow. This regulation at times improves the quality of water in the Delta and at times diminishes the quality from that which would exist in the absence of the FCVP and SWP. The regulation at times also alters the elevation of water in some Delta channels.

(e) Water problems within the Delta are unique within the State of California. As a result of the geographical location of the lands of the Delta and tidal influences, there is no physical shortage of water. Intrusion of saline ocean water and municipal, industrial and agricultural discharges and return flows, tend, however, to deteriorate the quality.

(f) The general welfare, as well as the rights and requirements of the water users in the Delta, require that there be maintained in the Delta an adequate supply of good quality water for agricultural, municipal and industrial uses.

(g) The law of the State of California requires protection of the areas within which water originates and the watersheds from which water is developed. The Delta is such an area and

within such a watershed. Part 4.5 of Division 6 of the California Water Code affords a first priority to provision of salinity control and maintenance of an adequate water supply in the Delta for reasonable and beneficial uses of water and relegates to lesser priority all exports of water from the Delta to other areas for any purpose.

(h) The District asserts that it has the right to divert, is diverting, and will continue to divert, for reasonable beneficial use, water from the Delta that would have been available therein if the FCVP and SWP were not in existence, together with the right to enjoy or acquire such benefits to which the District may be entitled as a result of the FCVP and SWP.

(i) The District asserts that its water right is based on a pre-1914 appropriative right to divert 50,000 acre-feet per year at a rate of 200 cubic feet per second from the Delta at Indian Slough for irrigation within a gross area of approximately 20,000 acres.

(j) The State asserts that it has the right to divert, is diverting, and will continue to divert water from the Delta in connection with the operation of the SWP.

(k) Operation of SWP to provide the water quality and quantity described in this contract constitutes a reasonable and beneficial use of water.

(l) It is not the intention of the State to acquire by purchase or by proceeding in eminent domain or by any other manner the water rights of water users within the Agency, including rights acquired under this contract.

(m) The parties desire that the United States become an additional party to this contract.

AGREEMENTS

1. Definitions. When used herein, the term:

(a) "Calendar year" shall mean the period January 1 through December 31.

(b) "Delta" shall mean the Sacramento-San Joaquin Delta as defined in Section 12220 of the California Water Code as of the date of the execution of the contract.

(c) "District" shall mean the East Contra Costa Irrigation District and shall include all of the lands within the East Contra Costa Irrigation District at the time the contract is executed, and all lands which may hereafter be included within the District which are within the District service area, as shown on Attachment A.

(d) "Electrical Conductivity" ("EC") shall mean the electrical conductivity of a water sample measured in millimhos per centimeter per square centimeter corrected to a standard temperature of 25° Celsius determined in accordance with procedures set forth in the publication entitled "Standard Methods of Examination of Water and Waste Water", published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation, 13th Edition, 1971, including such revisions thereof as may be made subsequent to the date of this contract which are approved in writing by the District and the State.

(e) "Federal Central Valley Project" (FCVP) shall mean the Central Valley Project of the United States.

(f) "Four-River Basin Index" shall mean the most current forecast of Sacramento Valley unimpaired runoff as presently published in the California Department of Water Resources Bulletin 120 for the sum of the flows of the following: Sacramento River above Bend Bridge near Red Bluff; Feather River, total inflow to Oroville Reservoir; Yuba River at Smartville; American River, total inflow to Folsom Reservoir. The May 1 or special June 1 forecast shall continue in effect until the February 1 forecast of the next succeeding year.

(g) "State Water Project" (SWP) shall mean the State Water Resources Development System as defined in Section 12931 of the Water Code of the State of California.

(h) "SWRCB" shall mean the State Water Resources Control Board.

(i) "Subnormal snowmelt year" shall mean any year when the May 1 or special June 1 forecast of the Four-River Basin Index during the period April through July as reported in the California Department of Water Resources Bulletin 120 is less than 5.9 million acre-feet. The special June 1 forecast may be requested by either party with all costs to be paid by the State when the May 1 forecast is more than 5.7 million acre-feet and less than 6.1 million acre-feet.

2. Water Quality and Monitoring.

(a) The State will operate the SWP to provide water qualities in Old River at Indian Slough for the period

April 1 through October 31 of each year at least equal to the better of (1) the standards adopted by the SWRCB as they may be established from time to time; or (2) the criteria established in this contract as identified on the graph included as Attachment B. The 14-day running average of the mean daily EC shall not exceed the values determined from the Attachment B graph using the Four-River Basin Index.

(b) The Attachment B criteria will apply to water in Old River at Indian Slough. However, the initial point of measurement will be at the District's pumping plant No. 1. The State will install the necessary monitoring equipment at pumping plant No. 1 and will be responsible for the cost of maintaining the equipment. The District will operate the equipment and furnish records of all measurements at regular intervals to the State.

(c) If there is a difference of more than 0.1 EC in the 14-day running average between Old River at Indian Slough and the District's pumping plant No. 1 when the District is diverting more than 100 cubic feet per second, a joint study will be made by the State and the District to determine the cause. The State and the District shall jointly seek correction of the problem. If the degradation is not caused by the State, and if the degradation cannot be eliminated, the State shall have the option of establishing the measuring site in Old River at Indian Slough; however, the quality at the District's pumping plant No. 1 will continue to be recorded with equipment installed by the State.

(d) When and if a delta transfer facility referred to in Section 12934(d)(3) of Part 6 of Division 6 of the California Water Code is constructed and operating and all California Environmental Quality Act requirements for that project have been complied with, Attachment C shall be substituted for Attachment B as the minimum criteria to apply thereafter.

3. Emergency Provisions.

(a) If a structural emergency occurs such as a levee failure or a failure of a SWP facility, which results in the State's failure to meet the water quality criteria, the State shall not be in breach of this contract if it makes all reasonable efforts to operate SWP facilities so that the water quality criteria will be met again as soon as possible. For any period in which SWP failure results in failure of the State to meet the water quality criteria, the State shall waive payment under Article 8(a), prorated for that period, and the amount shall be deducted from the next payment due.

(b) (i) A drought emergency shall exist when all of the following occur and shall continue as long as all of the following continue to exist:

(1) The Four-River Basin Index is less than an average of 9,000,000 acre feet in two consecutive years (which occurred in 1933-4 and 1976-7); and

(2) An SWRCB emergency regulation is in effect providing for the operation of the SWP to maintain water quality different from that provided in this contract; and

(3) The water supplied to meet annual entitlements of SWP agricultural contractors in the San Joaquin Valley is being reduced by at least 50 percent of these agricultural entitlements (it being the objective of the SWP to avoid agricultural deficiencies in excess of 25 percent) or the total of water supplied to meet annual entitlements of all SWP contractors is being reduced by at least 15 percent of all entitlements, whichever results in the greater reduction in acre-feet delivered.

(ii) Notwithstanding the provisions of Article 2(a), when a drought emergency exists, the emergency water quality criteria of the SWRCB shall supersede the water quality requirements of this contract to the extent of any inconsistency; provided, however, that the State shall use all reasonable efforts to preserve Delta water quality, taking into consideration both the limited water supply available for that purpose and recognizing the priority established for Delta protection referred to in Recital (g).

(iii) When a drought emergency exists and an overland supply is not available to an individual water user comparable in quality and quantity to the water which would have been available to the user under Attachment B, the State shall compensate the user for loss of net income for each acre either (A) planted to a more salt-tolerant crop in the current year, (B) not planted to any crop in the current year provided such determination not to plant was reasonable based on the drought emergency, or (C) which had a reduced yield due to the drought emergency, calculated on the basis of the user's average net income for any

three of the prior five years for each such acre. A special contract claims procedure shall be established by the State to expedite and facilitate the payment of such compensation.

4. Water Surface Elevation. The State shall not operate the SWP so as to cause the water surface elevation at the District's pumping plant No. 1 to fall below - 2.30 feet, District datum (0.0 on District datum is equal to +0.35 feet USGS datum) during the period April 1 through October 31 of each year.

5. Place of Use of Water.

(a) No water diverted at Indian Slough under this contract for use within the District shall be used or otherwise disposed of outside the District.

(b) All return flow water from water diverted within the District under this contract shall be returned to the Delta channels. Subject to the provisions of this contract concerning the quality and quantity of water to be made available to the District, and to any reuse or recapture by water users within the District, the District relinquishes any right to such return flow, and as to any portion thereof which may be attributable to the SWP, the District recognizes that the State has not abandoned such water.

(c) If water is attempted to be used or otherwise disposed of outside the District so that the State's rights to return flow are interfered with, the State may seek appropriate administrative or judicial action against such use or disposal.

(d) This article shall not relieve any water user of the responsibility to meet discharge regulations legally imposed.

6. Scope of Contract.

(a) During the term of this contract:

(i) This contract shall constitute the full and sole agreement between the State and the District as to (1) the vested water rights of the District to divert water from Indian Slough, (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 and quality shall be available for reasonable and beneficial uses on lands within the District. Said uses shall not be disturbed or challenged by the State and the District shall not claim any right against the State in conflict with the provisions hereof so long as this contract remains in full force and effect.

(ii) 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) Nothing herein contained is intended to or does limit rights of the District against others than the State, or the State against any person other than the District and water users within the District.

(c) This contract shall constitute a full agreement between the State and the District concerning all water rights of the District to divert from Indian Slough.

(d) The District agrees to defend affirmatively as reasonable and beneficial the water qualities established in this contract. The State agrees to defend affirmatively as reasonable and beneficial the use of water required to provide and sustain the qualities established in this contract. The State agrees that such use should be examined only after determination by a court of competent jurisdiction that all uses of water exported from the Delta by the State and by the United States for agricultural, municipal, and industrial purposes are reasonable and beneficial, and that irrigation practices, conservation efforts, and groundwater management within areas served by such exported water should be examined in particular.

(e) The District consents to the State's export of water from the Delta so long as this contract remains in full force and effect and the State is in compliance herewith.

7. Term of Contract.

(a) This contract shall continue in full force and effect until such time as it may be terminated by the written consent and agreement of all of the parties hereto, provided that 40 years after execution of this contract and every 40 years thereafter, there shall be a six-month period of adjustment during which any party to this contract can negotiate with the other parties to revise the contract as to the provisions set out in Article 8. If, during this period, agreement as to a requested

revision cannot be achieved, the parties shall petition a court of competent jurisdiction to resolve the issue as to the appropriate payment to be made under Article 8. In revising Article 8, the court shall review water quality and supply conditions within the District under operation of the FCVP and SWP as opposed to conditions had there been no FCVP and SWP, and identify any reimbursable benefits allocated to the District resulting from operation of the FCVP and SWP, offset by any detriments caused thereby. Until such time as any revision is final, including appeal from any ruling of the court, the contract shall remain in effect as without such revision.

(b) In the event this contract terminates, the parties' water rights to quality and quantity shall exist as if this contract had not been entered into.

8. Amount and Method of Payment for Water.

(a) The District shall pay each year as consideration for the assurance that an adequate water supply and the specific water quality set forth in this contract will be maintained, the sum of eleven thousand dollars (\$11,000.00). The annual payments shall be made to the State one-half on or before January 1 and one-half on or before July 1 of each year commencing with January 1, 1982.

(b) In the event that the gross area of the District changes by more than 1,000 acres, the payment established in (a) of this Article will be modified. The modified payment shall bear the same relation to the payment specified in (a) of this Article, as adjusted according to (c) of this Article, that

the new gross area bears to the present gross area of approximately 20,000 acres, and shall be effective the year following the change in area.

(c) The payment established in (a) of this Article shall be subject to adjustment as of January 1, 1987, and every fifth year thereafter. The adjusted payment shall bear the same relation to the payment specified in (a) of this Article, as modified according to (b) of this Article, that the mean of the State's latest projected Delta Water Rate for the five years beginning with the year of adjustment bears to \$10.00 per acre-foot; provided that, no adjusted payment shall exceed the previous payment by more than 25 percent.

(d) The payments provided for in this article shall be deposited by the State in trust in the California Water Resources Development System Revenue Account in the California Water Resources Development Bond Fund. The trust shall continue for five years (or such longer period as the State may determine) but shall be terminated when the United States executes a contract as provided in Article 9 with the State and the District at which time the proportion of the trust fund shall be paid to the United States (with a pro rata share of interest) that reflects the degree to which the operation of the FCVP has contributed to meeting the water quality standards under this contract as determined solely by the State. In the event that the United States has not entered into such a contract before the termination of the trust, the trust fund shall become the sole property of the State.

9. Participation of the United States. The District will exercise its best efforts to secure United States joinder and concurrence with the terms of this contract and the State will diligently attempt to obtain the joinder and concurrence of the United States with the terms of this contract and its participation as a party hereto. Such concurrence and participation by the United States in this contract shall include a recognition ratified by the Congress that the excess land provisions of Federal reclamation law shall not apply to this contract.

10. Remedies.

(a) The District shall be entitled to obtain specific performance of the provisions of this contract by a decree of the Superior Court requiring the State to meet the standards set forth in this contract. If the water quality in Old River at Indian Slough deteriorates from that provided in this contract, then, at the request of the District, the State shall cease all diversions to storage in SWP reservoirs or release stored water from SWP reservoirs or cease all export by the SWP from Delta channels, or any combination of these, to the extent that such action will further State compliance with the water quality standards set forth in this contract, except that the State may continue to export from Delta channels to the extent required to meet water quality requirements in contracts with the Delta agencies specified in Section 11456 of the California Water Code.

(b) If the State's operation of the SWP causes the water surface elevation at District Pumping Plant No. 1 to fall

below that provided in Article 4, and export by the SWP from Delta channels is not enjoined, the State shall pay for resultant increased operating costs of the District.

(c) To the extent permitted by law, the State agrees to forego the use of eminent domain proceedings to acquire water rights of the District or any rights acquired under this contract for water or water quality maintenance for the purpose of exporting such water from the Delta. This provision shall not be construed to prohibit the utilization of eminent domain proceedings for the purpose of acquiring land or any other rights necessary for the construction of water facilities.

(d) Except as provided in the water quality assurances in Article 2 and the provisions of Article 4 and Article 6, neither the State nor its officers, agents, or employees shall be liable for or on account of:

(i) The control, carriage, handling, use, disposal, or distribution of any water outside the facilities constructed, operated and maintained by the State.

(ii) Claims of damage of any nature whatsoever, including but not limited to property loss or damage, personal injury or death arising out of or connected with the control, carriage, handling, use, disposal or distribution of any water outside of the facilities constructed, operated and maintained by the State.

(e) The use by the District or the State of any remedy specified herein for the enforcement of this contract is

not exclusive and shall not deprive either from using any other remedy provided by law.

11. Comparable Treatment. In the event that the State gives on the whole substantially more favorable treatment to any other Delta entity under similar circumstances than that accorded under this contract to the District, the State agrees to renegotiate this contract to provide comparable treatment to the District under this contract.

GENERAL PROVISIONS

12. Amendments. This contract may be amended or terminated at any time by mutual agreement of the State and the District.

13. Reservation With Respect to State Laws. Nothing herein contained shall be construed as estopping or otherwise preventing the District, or any person, firm, association, corporation, or public body claiming by, through, or under the District, from contesting by litigation or other lawful means, the validity, constitutionality, construction or application of any law of the State of California.

14. Opinions and Determinations. Where the terms of this contract provide for action to be based upon the opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

15. Successors and Assigns Obligated. This contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

16. Assignment and Subcontract. The District may enter into subcontracts with water users within the District in which the assurances and obligations provided in this contract as to such water users are assigned to the area covered by the subcontract. The District shall remain primarily liable and shall make all payments required under this contract. No assignment or transfer of this contract, or any part hereof, rights hereunder, or interest herein by the District, other than a subcontract containing the same terms and conditions, shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose. No assignment or transfer of this contract or any part hereof, rights hereunder, or interest herein by the State shall be valid except as such assignment or transfer is made pursuant to and in conformity with applicable law.

17. Books, Records, Reports, and Inspections Thereof. Subject to applicable State laws and regulations, the District shall have full and free access at all reasonable times to the SWP account books and official records of the State insofar as the same pertain to the matters and things provided for in this contract, with the right at any time during office hours to make copies thereof, and the proper representatives of the State shall have similar rights with respect to the account books and records of the District.

18. Waiver of Rights. Any waiver at any time by either party hereto of its rights with respect to a default, or any other matter arising in connection with this contract, shall not be deemed to be a waiver with respect to any other default or matter.

19. Assurance Relating to Validity of Contract.

Promptly after the execution and delivery of this contract, the District shall file and prosecute to a final decree, including any appeal therefrom to the highest court of the State of California, in a court of competent jurisdiction a special proceeding for the judicial examination, approval, and confirmation of the proceedings of the District's Board of Directors and of the District leading up to and including the making of this contract and the validity of the provisions thereof as a binding and enforceable obligation upon the State and the District. If, in this proceeding or other proceeding before a court of competent jurisdiction, any portion of this contract should be determined to be constitutionally invalid, then the remaining portions of this contract shall remain in full force and effect unless modified by mutual consent of the State and the District.

20. Notices. All notices that are required either expressly or by implication to be given by one party to the other shall be deemed to have been given if delivered personally or if enclosed in a properly addressed, postage prepaid, envelope and deposited in a United States Post Office. Unless or until formally notified otherwise, the District shall address all notices to the State as follows:

Director, Department of Water Resources
P. O. Box 388
Sacramento, California 95802

and the State shall address all notices to the District as follows:

East Contra Costa Irrigation District
P. O. Box 696
Brentwood, California 94513

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

Approved as to legal form
and sufficiency:

By *F. G. Towne*
Chief Counsel
Department of Water Resources

STATE OF CALIFORNIA

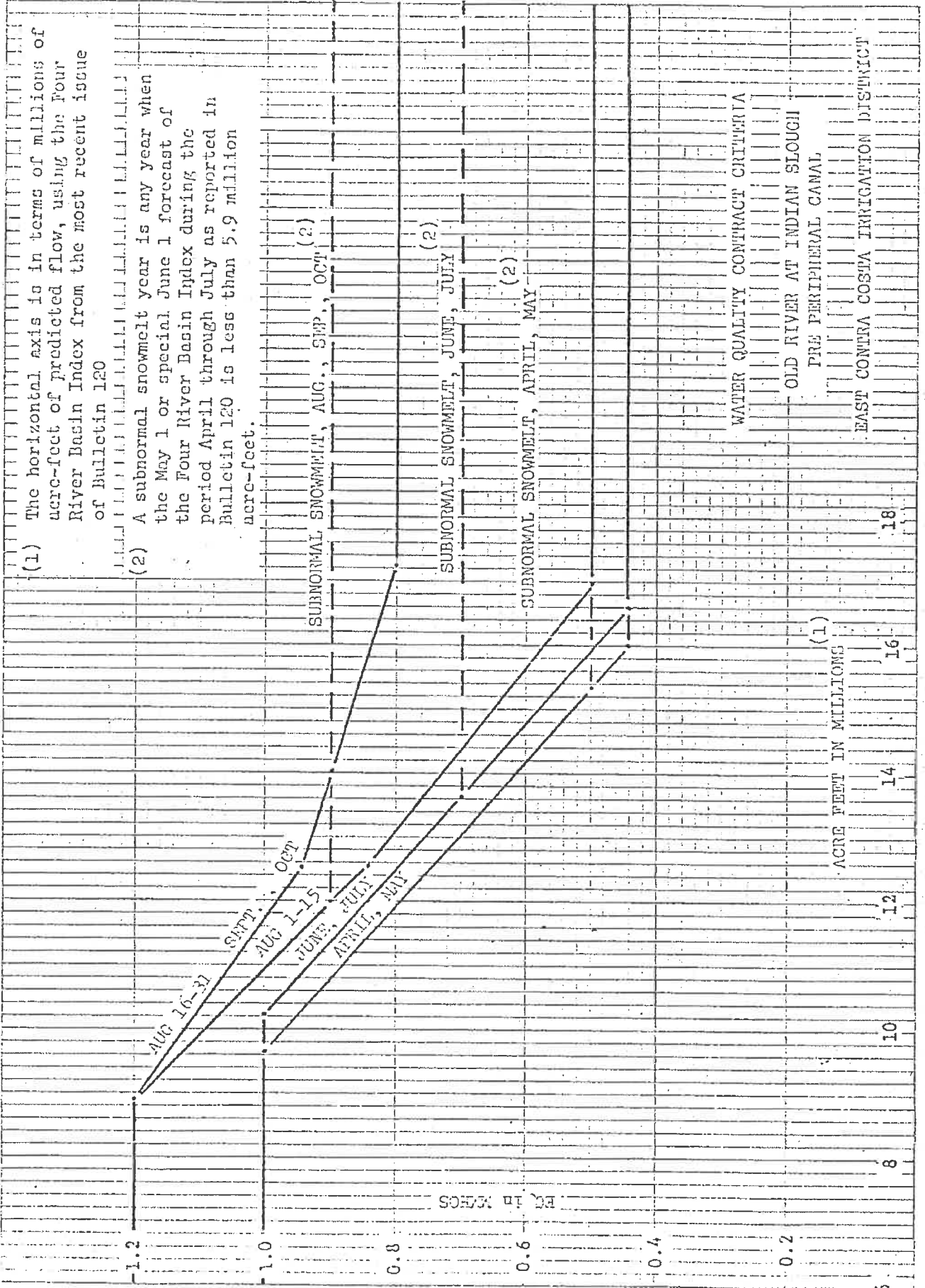
By *Arnold B. Davis*
Department of Water Resources

Approved as to legal form
and sufficiency:

By *Ernest W. Bays*
General Counsel
East Contra Costa Irrigation
District

EAST CONTRA COSTA IRRIGATION
DISTRICT

By *Russell De Martini*
Chairman
Board of Directors

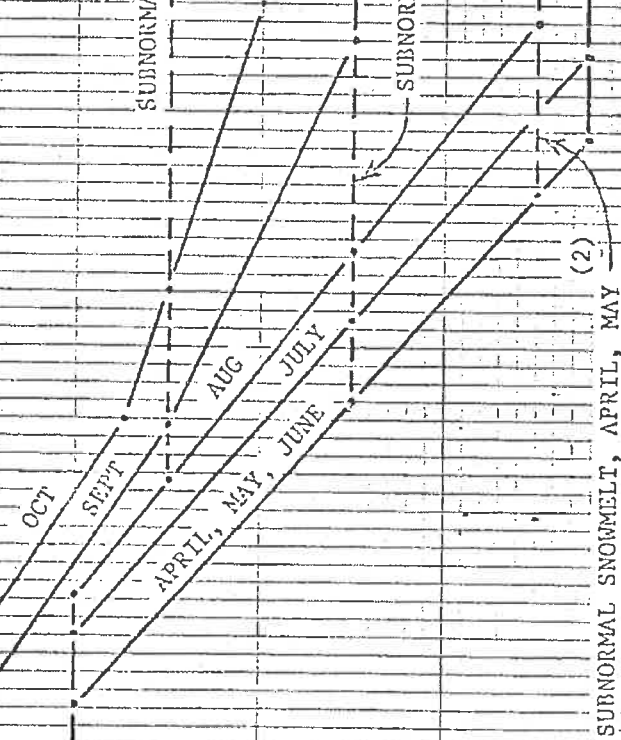


(1) The horizontal axis is in terms of millions of acre-feet of predicted flow, using the Four River Basin Index from the most recent issue of Bulletin 120

(2) A subnormal snowmelt year is any year when the May 1 or special June 1 forecast of the Four River Basin Index during the period April through July as reported in Bulletin 120 is less than 5.9 million acre-feet.

(1) The horizontal axis is in terms of millions of acre-feet of predicted flow, using the Four River Basin Index from the most recent issue of Bulletin 120

(2) A subnormal snowmelt year is any year when the May 1 or special June 1 forecast of the Four-River Basin Index during the period April through July as reported in Bulletin 120 is less than 5.9 million acre-feet.



WATER QUALITY CONTRACT CRITERIA
 OLD RIVER AT INDIAN SLOUGH
 POST PERIPHERAL CANAL
 EAST CONTRA COSTA IRRIGATION DISTRICT

ACRE-FEET IN MILLIONS (1)

6 8 10 12 14 16 18

DWR
1991

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 11 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 16, 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

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

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

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.

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:

STATE OF CALIFORNIA

By: _____
Chief Counsel
Department of Water
Resources

By: _____
Director
Department of Water
Resources

Approved as to legal form and sufficiency:

EAST CONTRA COSTA IRRIGATION DISTRICT

By: Sam M. D. J.
General Counsel
East Contra Costa
Irrigation District

By: Don E. Christensen
Chairman
Board of Directors

Approved as to legal form and sufficiency:

CONTRA COSTA WATER DISTRICT

By: _____
General Counsel
Contra Costa Water District

By: _____
General Manager

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

Amend #1
DWR

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.

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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:

Susan N. Weber

Chief Counsel
Department of Water Resources

2-7-00

Chief Counsel
Date

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Shawn M. Hamy
Director

2-7-00

Date

Approved as to legal form
and sufficiency:

James M. Dyer

General Counsel
East Contra Costa Irrigation District

February 8, 2000

Date

EAST CONTRA COSTA IRRIGATION DISTRICT

Don S. Christensen
Chairman
Board of Directors

February 8, 2000

Date

Approved as to legal form
and sufficiency:

Carl P. A. Nelson

General Counsel
Contra Costa Water District

2/16/00

Date

CONTRA COSTA WATER DISTRICT

[Signature]
~~General Manager~~ President

2/16/00

Date

BOARD OF DIRECTORS
East Contra Costa Irrigation District

MINUTE ORDER

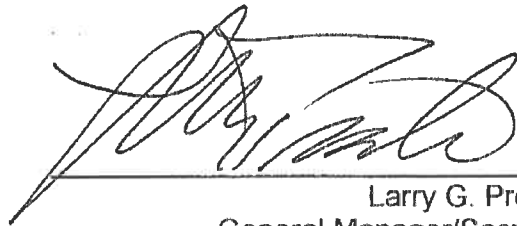
Regular Meeting Held On
November 10, 1998

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

East Contra Costa



Irrigation 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

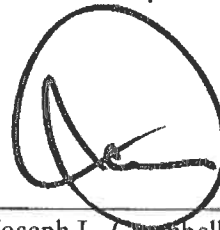
WHEREAS, CCWD and ECCID have negotiated Amendment No. 1 to the April 11, 1991 Agreement with DWR to facilitate the water transfer, which DWR has revised in part in response to CCWD concerns since the prior version was approved by the CCWD Board on March 17, 1999.

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