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**Appendix E-2**  
**NBA Water Agreement (Table A Entitlement)**

FOR WATER SUPPLY FROM NORTH BAY AQUEDUCT  
BETWEEN  
FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
AND  
AMERICAN CANYON, COUNTY WATER DISTRICT  
C. S. WILSON, Clerk  
J. H. PRICE, Secretary

Jan. 4, 1967

made and entered into this 15th day of November

between NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION  
Agency in the State of California created and  
by virtue of Chapter 1449 of the 1951 Statutes  
amended, hereinafter referred to as "the Agency"  
AMERICAN CANYON WATER DISTRICT, a public body of the  
County, hereinafter referred to as "American Canyon",

WITNESSETH:

do hereby agree as follows:

- 1. "State contract" means the water supply contract of California and the Agency dated December 19, Amendment No. 1 thereto dated September 22, 1964. of the terms defined in Article 1 of the State the same meaning in this contract unless dis- manifestly incompatible with the intent hereof.
- "North Bay Aqueduct" means the project transportation Lindsay Slough into Napa County.
- "Solano portion of the North Bay Aqueduct" means the portion of the North Bay Aqueduct from Lindsay Slough to the point, which are expected to be completed in 1980.
- "Napa portion of the North Bay Aqueduct" means

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ENGINEERING & ROAD DEPT.  
COUNTY OF NAPA

operation of area of origin statutes, or any other cause beyond the control of the Agency.

(c) The Agency reserves the right, in the event that at any time the quantity of water available to the Agency in the North Bay Aqueduct is less than the aggregate of the entitlements of all member units, to allocate the quantity of water available to the Agency among its member units in such manner as the Agency shall determine to be equitable, taking into consideration the availability of other water supplies and the needs of each member unit respectively, provided, however, that any shortage continuing for more than twenty-one (21) days shall be allocated by the Agency among its member units in proportion to their respective maximum annual entitlements; and provided further, however, that if all member units agree on a different method of allocating shortages, then the Agency shall allocate such shortages in accordance with such agreement.

(d) Neither the Agency nor any of its officers, agents or employees shall be liable for the control, carriage, handling, use, disposal or distribution of water delivered hereunder, nor for any damage or claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the same.

9. Responsibility of American Canyon: Subject to the provisions of this contract, American Canyon shall be solely responsible for the control, carriage, handling, use, disposal and distribution of water supplied to American Canyon hereunder after it has passed

Location needs to be defined

newer Calif

the delivery structure referred to in Section 5 hereof. American Canyon shall indemnify and hold harmless the State and the Agency and their respective officers, agents and employees from damage or claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond said delivery structure.

10. Applicability of State and Federal Contracts:

(a) This contract and all the rights and obligations of the parties hereto are, and shall be, subject to all the applicable terms, conditions and limitations contained in the State contract. Receipt of a copy of the State contract is hereby acknowledged by American Canyon.

(b) During the period when water made available for delivery hereunder is furnished by Solano County Flood Control and Water Conservation District from the Putah South Canal of the Solano Project, this agreement shall be subject to all the applicable terms, limitations and conditions contained in the water supply contract between the Agency, Solano County Flood Control and Water Conservation District, and the State of California dated \_\_\_\_\_ . American Canyon hereby acknowledges receipt of a copy of said contract.

11. Payments by American Canyon:

(a) On or before October 1 of each year, commencing with the year preceding the year of initial water delivery, the Agency shall establish and announce the charge to be paid by American Canyon for the water supply to be made available for delivery to

American Canyon hereunder during the following year. ← *Calc. 1944-45*

(b) The charge shall be sufficient to return to the Agency over such reasonable period of time as shall be determined by the Agency the total of, but not more than, the amount of money disbursed by the Agency to provide water service to American Canyon hereunder, together with interest at the Project interest rate, computed in the same manner as under the State contract, on such disbursements from the time the same are made until the time the same are paid by American Canyon. The charges consist in the total of the following components:

(1) American Canyon's share of the transportation capital costs paid by the Agency to the State which share shall be in the proportion that American Canyon's maximum annual entitlement bears to the Agency's maximum annual entitlement as each may be hereafter modified, together with interest at the Project interest rate on any installments thereof prepaid by the Agency.

(2) The costs paid by the Agency for facilities, delivery structures and measuring devices constructed solely for the purpose of effecting delivery of water from the North Bay Aqueduct to American Canyon. If any of such facilities are used by another member unit, or units, the costs thereof shall be allocated between American Canyon and such other member unit or units on the basis of their respective proportionate use thereof. *this cost needs to be done*

(3) The cost to the Agency of the water furnished

each year to American Canyon, including the price paid therefor to Solano County Flood Control and Water Conservation District, or to the State as the Delta Charge, as the case may be, and including the operation, maintenance, power and replacement component of the Transportation Charge.

(4) Any minimum charges as determined by American Canyon's annual entitlements set forth in Table A hereof which are paid by the Agency to the State or to Solano County Flood Control and Water Conservation District.

(5) Any surcharge paid by the Agency to the State by reason of the use on excess lands of water delivered to American Canyon hereunder.

(6) Any interest or penalty paid by the Agency by reason of late payment by American Canyon of charges due hereunder.

(c) The charge shall be paid by American Canyon to the Agency in semi-monthly installments, not necessarily equal, and not later than fifteen (15) days after receipt of the Agency's invoices therefor. The Agency's invoices shall be in such amounts that the Agency shall receive from American Canyon and other member units funds to pay the Agency's current obligations hereinabove set forth to the State and to Solano County Flood Control and Water Conservation District not sooner than thirty (30) days prior to the date the same become due ~~to the State~~, except that American Canyon's share of costs payable by the Agency prior to the year 1980 shall be paid by American Canyon to the Agency in installments over the period of time from the year of initial water delivery to the year 1980.

repairment should  
needs to be  
worked out

(d) If, by agreement of the parties, American Canyon's maximum entitlement is hereafter increased, American Canyon shall, over such reasonable period of time as shall be <sup>mutually</sup> agreed upon, pay retroactively the additional transportation capital cost allocable to such increase together with interest thereon at the Project interest rate.

(e) If, by agreement of the parties, American Canyon's maximum entitlement is hereafter decreased, the Agency shall, if, as and when the transportation capital cost and interest allocable to such decrease is paid for by another member unit, refund to American Canyon the transportation capital cost and interest allocated to such decrease theretofore paid by American Canyon.

(f) The Agency will by written agreements impose upon each of its member units a charge for all water furnished through the North Bay Aqueduct which charge shall be determined, invoiced and paid in the manner set forth in this Section 11.

12. Area of use:

(a) The service area of American Canyon is that portion of Napa County shown on the map attached hereto entitled "Service Area of American Canyon", and hereby incorporated herein.

(b) So far as it is reasonably able to do so American Canyon will supply water throughout its service area. If American Canyon is unable or unwilling to serve water on reasonable terms, conditions and rates to any part of its service area and another member unit is able and willing to serve project water thereto on reasonable terms, conditions and rates, then such part shall be

American Canyon

withdrawn from American Canyon's service area. For the purpose of this subsection (b), a condition imposed by American Canyon that water service will not be furnished to land unless such land is annexed to American Canyon shall not, by itself, be deemed to be an unreasonable condition. The foregoing shall not be construed as an endorsement by the Agency of such condition, but is regarded as a matter to be determined by American Canyon.

(c) The Agency will not supply project water to any entity other than American Canyon for use within any portion of American Canyon's service area.

(d) American Canyon will not, without the prior written consent of all other member units affected thereby, distribute water within any of the following areas outside American Canyon's service area:

(1) Any area within the service area of another member unit.

(2) Any area wherein another member unit acquires all the water distribution facilities of American Canyon.

Nothing in this contract, however, shall prevent American Canyon from distributing water within the service area of the Napa Junction water system which American Canyon is proposing to acquire from California-Pacific Utilities Company, from the time American Canyon acquires the system throughout the time it continues to own such system.

(e) As used in this Section 12 the words "water distribution facilities" include only the facilities used to serve the

area in question and not through transmission lines or facilities used to serve other areas.

13. Validation: Within six (6) months after the effective date of this contract, American Canyon shall submit this contract to a court of competent jurisdiction for determination of its validity by a proceeding in mandamus or other appropriate proceeding or action, which proceeding or action shall be diligently prosecuted to final decree or judgment. In the event that this contract is determined to be invalid by such final decree or judgment American Canyon and the Agency shall make all reasonable efforts to obtain validating legislation at the next session of the Legislature empowered to consider such legislation, and within six (6) months after the close of such session, if such legislation shall have been enacted, American Canyon shall submit this contract to a court of competent jurisdiction for redetermination of its validity by appropriate proceeding or action, which proceeding or action shall be diligently prosecuted to final decree or judgment.

14. Miscellaneous provisions:

(a) Articles 31 and 44 of the State contract, changed with the word "Agency" substituted wherever the word "State" appears therein and the words "American Canyon" substituted wherever the word "Agency" appears therein, are hereby incorporated herein as though set forth in full at this point and the same shall apply to, and bind and benefit the parties hereto.

(b) The Agency shall not offer any quantity of project water for municipal or industrial purposes for sale or delivery to

anyone at a lesser cost than provided herein, unless and until it shall have offered American Canyon a reasonable opportunity to contract for an equal amount of water on the same terms and conditions.

(c) Contracts executed by the Agency with its other member units for a water supply from the North Bay Aqueduct shall be substantially in the form of this contract with respect to basic terms and conditions, including, without limiting the generality of the foregoing, the requirement that all member units other than American Canyon pay in charges all costs paid by the Agency for facilities, delivery structures and measuring devices constructed solely for the purpose of effecting delivery of water from the North Bay Aqueduct to member units other than American Canyon. The purpose of this provision is to assure each member unit that it will not be prejudiced by the Agency's agreements with other member units. This subsection (c) shall be liberally construed to accomplish this purpose and to achieve the maximum beneficial use of project water. The total entitlements of all member units for any year shall not exceed the total entitlements of the Agency under the State Contract and the Contract referred to in Section 10(b).

15. Conditions Precedent

(a) This contract shall take effect only if and when American Canyon has acquired that portion of the California-Pacific Utilities Company Napa Junction Water System lying south of the intersection of Jamieson Canyon Road and Napa-Vallejo Highway; has successfully sold and issued revenue bonds necessary to finance said

acquisition; and has obtained a loan under the State of California Davis-Grunsky Act or any other financing necessary to the construction of facilities (including pipelines, reservoirs and treatment plants) necessary to utilize project water.

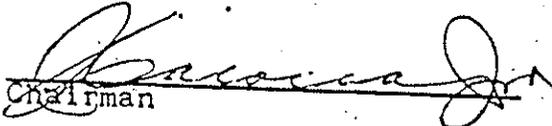
(b) If prior to the 31st day of December 1967, American Canyon has not notified the Agency that the conditions set forth in subsection (a) of this Section 15 have happened or may be deleted from this agreement by reason of the fact they are not necessary to American Canyon's providing water service to the lands and inhabitants of its district, then this contract shall be rescinded and be of no further force or effect and neither party shall be under obligation to the other by reason of this contract.

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

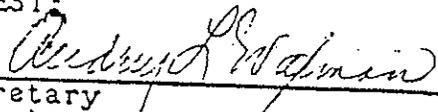
ATTEST:

  
Secretary  
(Seal)

NAPA COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT

By   
Chairman

ATTEST:

  
Secretary  
(Seal)

AMERICAN CANYON COUNTY WATER  
DISTRICT

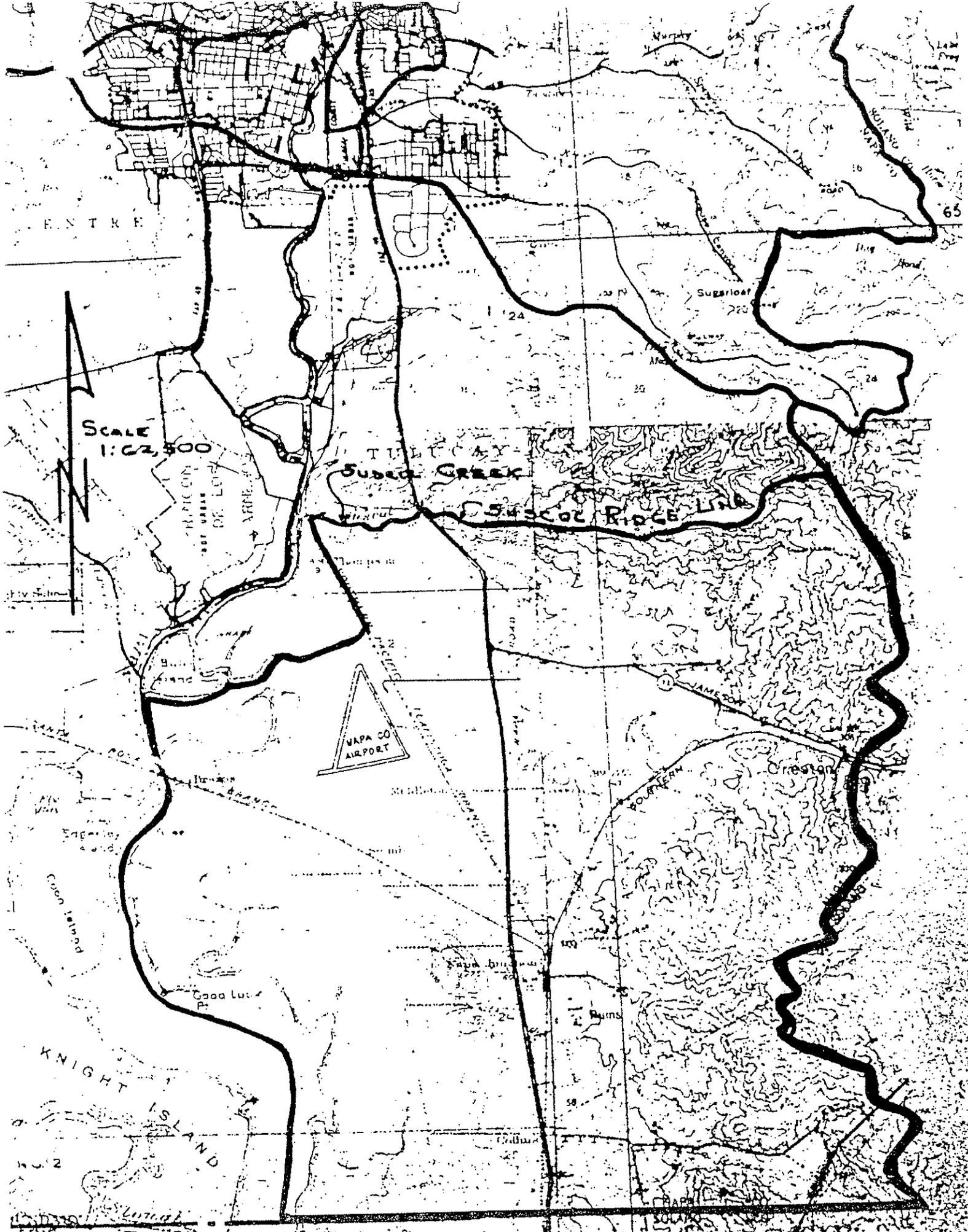
By   
President

-----TABLE-A-----  
 ANNUAL ENTITLEMENTS  
 AMERICAN CANYON COUNTY WATER DISTRICT

Year	Total Annual Amount in Acre-Feet	
1* 68	500**	
2 69	600	- 1969
3 (1970)	750	- 1970
4	900	
5	1100	
6	1250	
7	1400	
8	1600	- 1975
9	1750	
10	1900	
11	2150	
12	2200	
13 1978	2400	- 1980
14	2600	
15 1982	2900	
16	3150	
17	3400	
18	3700	- 1985
19	3900	
20	4200	
21	4500	
22	4900	
23 (1990)	5200	- 1990

And each succeeding year thereafter for the term of this contract as a maximum annual entitlement 5200

- \* Anticipated to be 1968.
- \*\* To be prorated for the period from the date of initial availability of water from the Napa portion of the North Bay Aqueduct to the end of the year.



SCALE  
1:62,500

VAPA CO  
AIRPORT

SUGARLOAF CREEK

SUGARLOAF RIDGE LINE

KNIGHT ISLAND

AMERICAN CANYON COUNTY WATER DISTRICT

TO  
CONTRACT FOR WATER SUPPLY FROM NORTH BAY AQUEDUCT  
BETWEEN  
NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
AND  
AMERICAN CANYON COUNTY WATER DISTRICT

By *Cyril Delaney*  
Clark of the Board

THIS AMENDATORY CONTRACT made and entered into this 24th

day of June, 1975, by and between NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a public agency of the State of California created and existing under and by virtue of Chapter 1449 of the 1951 Statutes of California, as amended, hereinafter referred to as "the Agency", and AMERICAN CANYON COUNTY WATER DISTRICT, a public body of the State of California hereinafter referred to as "American Canyon",

WITNESSETH:

The parties hereto agree as follows:

1. Subsection C of Section 11 of the contract between the parties for a water supply from the North Bay Aqueduct dated November 15, 1966 is hereby amended, effective July 1, 1975, to read:

(c) The charge for the water supply delivered or made available for delivery hereunder after June 30, 1975, shall be paid by American Canyon to the Agency in semi-monthly installments, not necessarily equal, and not later than 15 days after receipt of the Agency's invoices therefor. The Agency's invoices shall be in such amounts that the Agency shall receive from American Canyon and other member units funds to pay the Agency's current obligations, hereinabove

forth, to the State and to Solano County Flood Control and Water Conservation District not sooner than thirty (30) days prior to the date the same become due.

Not later than September 30, 1975, the Agency will compute and notify American Canyon of the unpaid balance of the charges for the water supply delivered or made available for delivery hereunder from the inception of this contract through June 30, 1975, and the unpaid interest thereon through June 30, 1975, at the current project interest rate of 4.459% per annum.

July 1 75: 170,76  
I = 6,960.00

American Canyon shall pay said unpaid balance, together with interest on the portions thereof from time to time unpaid at the then current project interest rate, in ten annual installments, beginning on July 1, 1976, and on July 1 of each year thereafter through July 1, 1985.

The amount of the installment to be paid on July 1, 1976, shall be equal to  $.1207404 (P + I)$ , where P is the unpaid balance of the charges for water supply delivered or made available for delivery hereunder through June 30, 1975, and I is the interest on the balance of said charges from time to time unpaid at the rate of 4.459% per annum from June 24, 1974 through June 30, 1976.

The amount of each subsequent installment shall be equal to

$$\frac{i (1 + i)^n}{(1 + i)^n - 1} \times P$$

where i is the project interest rate made effective on March 31 preceding the date the installment is payable, n is 10 minus the number of annual installments previously paid, and P is the principal amount of said charges then unpaid

2. The parties acknowledge that Section 15 of the contract

dated November 15, 1966, is no longer applicable, accordingly Section 15 is hereby deleted from the contract.

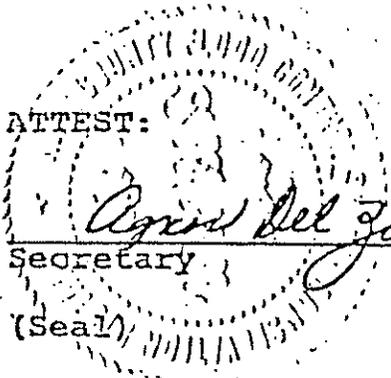
3. The parties acknowledge that year "1" on Table A is 1968.

4. Except as expressly set forth above, the contract dated November 15, 1966, is ratified and confirmed.

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

NAPA COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT

ATTEST:

  
Agnes Del Zompo  
Secretary

(Seal)

By

[Signature]  
Chairman

AMERICAN CANYON COUNTY WATER DISTRICT

ATTEST:

R. Anne Holmes  
Secretary

(Seal)

By

Ralph D. Zepher  
President

AMENDMENT NO. 2 TO WATER SUPPLY CONTRACT  
NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
AND THE AMERICAN CANYON COUNTY WATER DISTRICT

THIS CONTRACTUAL AMENDMENT made this 21st day of  
December 1982, between the Napa County Flood Control and  
Water Conservation District, herein referred to as the "Agency", and  
the American Canyon County Water District a public body within the  
State of California, herein referred to as "American Canyon",

WHEREAS, the Agency and American Canyon have entered into  
a water supply contract dated November 15, 1966, providing that the  
Agency will supply certain quantities of water to American Canyon,  
and providing that American Canyon shall make certain payments to the  
Agency and setting forth the terms and conditions of such supply and  
such payment, and

WHEREAS, the Agency and American Canyon desire to make certain  
changes and additions to such contract, while otherwise continuing  
the contract in full force and effect, and

WHEREAS, the Agency and American Canyon recognize the need  
to conserve water by preventing its waste and furthering its  
efficient use, and

WHEREAS, comprehensive programs of conserving water by  
all the State's water contractors will enhance the adequacy,  
quality and dependability of the water supplies from the State  
Water Project and will lower costs, save energy and reduce inflow  
to sewage treatment facilities.

NOW, THEREFORE, it is mutually agreed that the following  
changes and additions are hereby made to the Water Supply Contract

INDORSED  
Filed DEC 21 1982  
FLORENCE W. CUNNY

BY KAREN ROBINSON  
Deputy Clerk

dated November 15, 1966 between the Agency and American Canyon.

1. Paragraph 7 is added to subdivision (b) of Article 11 of contract to read:

Any costs incurred by the agency in the administration of its State Contract supply contracts or in administering water deliveries to the member units. (These costs shall be apportioned among all members units directly proportional to their annual entitlements for each year and shall be determined and billed on a monthly basis by the Agency. The total monthly amount to be apportioned by the District shall not exceed \$2,000 during calendar year 1982. This monthly maximum will be adjusted in subsequent years by the published annual Consumer Price Index for the Bay Area.) This paragraph will not become effective until all member units have entered into contract amendments containing this commitment.

2. Subdivision (d) of Article 14 of the contract is added to read as follows:

(d) 1. For purposes of this contract a Water Conservation Plan, hereinafter referred to as plan, is defined as a comprehensive program to encourage more efficient use of current water supplies through reduction of water demand. Conservation measures include public education measures, distribution of water conservation kits and provisions for auditing water use. Reasonable conservation measures are those which are physically possible, cost effective, financially feasible, environmentally acceptable and legally implementable.

2. American Canyon agrees to begin to implement a water

conservation plan not later than the date of initial delivery of the State Project Water. The plan is to be designed to meet a water conservation goal of 110 acre-feet in the year 1990, 150 acre-feet in the year 2000, and 160 acre-feet in the year 2010. American Canyon shall implement through the plan all reasonable measures to meet such goals which are consistent with sound fiscal policies and proper operating procedures. If actual practice or new information shows the goals to be unachievable, the goals may be changed by mutual agreement of the parties. Failure to achieve the goals will not constitute a violation of this agreement since both parties agree that it is difficult, if not impossible, to measure specific water savings due to each particular measure. However, failure to implement an adequate plan of conservation designed to meet these goals will constitute a breach of this agreement.

3. The Agency will not reduce delivery of water for failure to implement a conservation plan or to achieve conservation goals.

4. American Canyon shall submit to the Agency a report describing the measures carried out under the plan. Such a report shall be submitted annually for the first five years of the plan and every fifth year thereafter. Records and documents shall be maintained which show what is being done to implement the plan and what quantities of water are conserved.

5. Upon determination by the State that Agency and its member-units have formulated an adequate program and are taking reasonable measures consistent with sound fiscal policies and proper operating procedures to implement it, the State shall, provide financial assistance in the form of grants and allowances

to Agency to cover expenses incurred by Agency and its member-units in connection with the program as follows:

a. To the extent it has authority to do so the State Department of Water Resources will make grants from available funds other than those appropriated by the California Water Resources Bond Act, to Agency for its member units to fund conservation measures such as leak detection programs and distribution of residential water conservation kits. Agency will assist American Canyon in applying for such funds.

b. To the extent that the cost of the program exceeds the amount of grants under paragraph (a) above, the State Department of Water Resources will, on application of Agency, make payments of funds available for construction of the State Water Resources Development System, to Agency for program expenditures the State has approved in advance such as the costs of initial development or purchase of movies and slide shows, initial water audit, initial leak detection and leak repairs, design of a corrosion control program, design of a meter maintenance schedule, purchase and distribution of residential water conservation kits, purchase of meters for loan to large quantity water users, and engaging consultants for any of the foregoing. Costs of other programs or equipment may be included upon approval by the Agency. Agency will make such funds available to American Canyon subsequent to the processing of a successful application with the State. Funds shall be provided within 60 days after receipt of statements of costs submitted not more frequently than monthly. The amount thus provided during each year together with interest thereon at the project interest rate established in the Water Supply Contract between the Agency and American Canyon, shall be repaid in not more than

twenty equal annual installments.

3. Table A attached to the contract is hereby deleted and is replaced by the following Table A Amended:

*perfect*

TABLE A					
1983	1400	1995	3200 <i>acre feet</i>	2007	4800
1984	1500	1996	3400	2008	4850
1985	1600	1997	3600	2009	4900
1986	1700	1998	3800	2010	4950
1987	1800	1999	4000	2011	5000
1988	1900	2000	4200	2012	5050
1989	2000	2001	4300	2013	5100
1990	2200	2002	4400	2014	5150
1991	2400	2003	4500	2015	5200
1992	2600	2004	4600	and each succeeding year thereafter for the term of this contract as a maximum entitlement.	
1993	2800	2005	4700		
1994	3000	2006	4750		

*Pay based on scheduled amount not actual*

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

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY *[Signature]*  
COUNTY COUNSEL

BY *Harold Moskowitz*

"ATTEST"

AMERICAN CANYON COUNTY WATER DISTRICT

BY *R. Anne Holmes*  
SECRETARY

BY *Ralph D. Zeprose*  
PRESIDENT

acquisition; and has obtained a loan under the State of California Davis-Grunsky Act or any other financing necessary to the construction of facilities (including pipelines, reservoirs and treatment plants) necessary to utilize project water.

(b) If prior to the 31st day of December 1967, American Canyon has not notified the Agency that the conditions set forth in subsection (a) of this Section 15 have happened or may be deleted from this agreement by reason of the fact they are not necessary to American Canyon's providing water service to the lands and inhabitants of its district, then this contract shall be rescinded and be of no further force or effect and neither party shall be under obligation to the other by reason of this contract.

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

ATTEST:

*W. L. Steppes*  
Secretary  
(Seal)

NAPA COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT

By *Barbara J. ...*  
Chairman

ATTEST:

*Andrew L. Waldman*  
Secretary  
(Seal)

AMERICAN CANYON COUNTY WATER  
DISTRICT

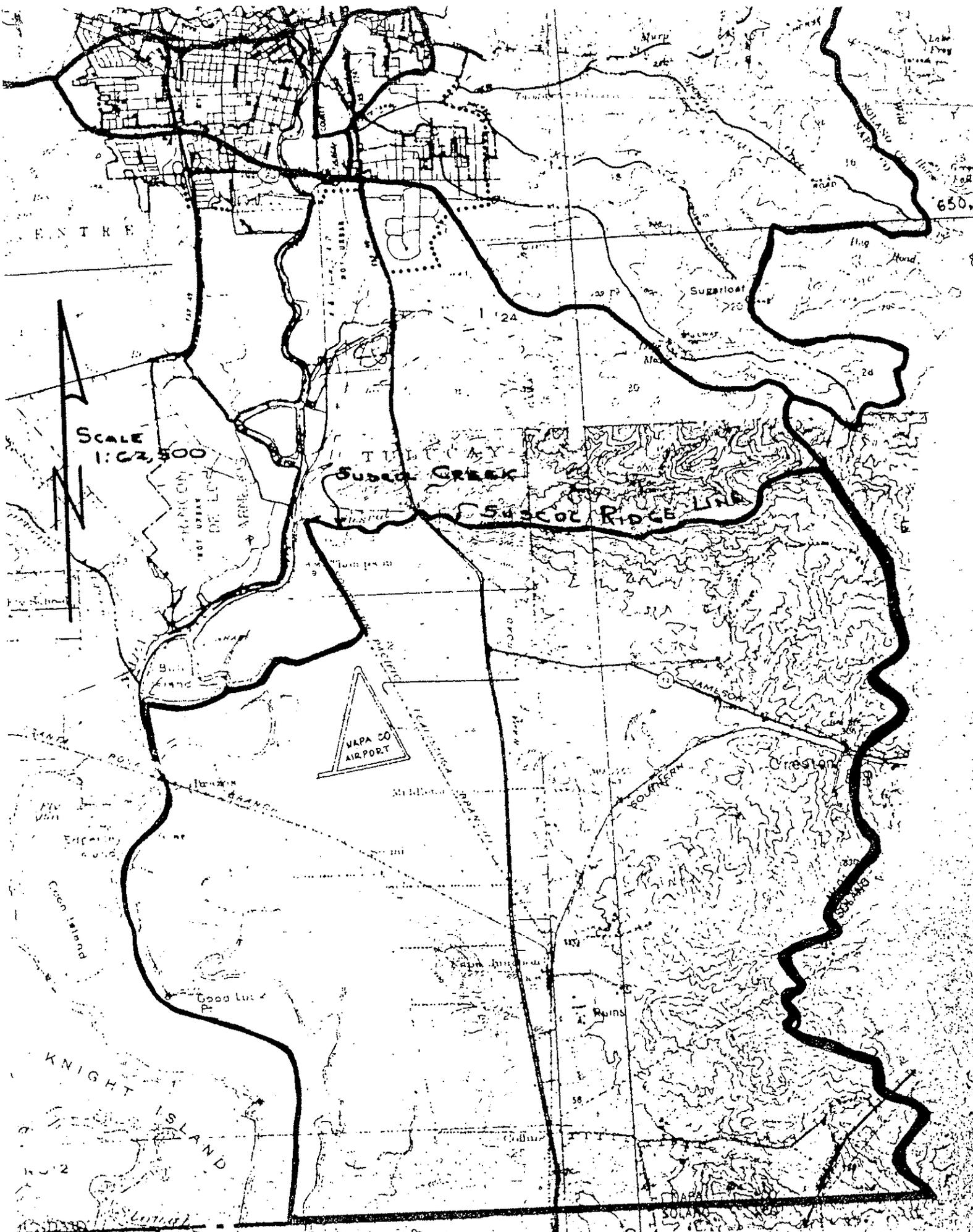
By *John A. Cahill*  
President

TABLE A  
ANNUAL ENTITLEMENTS  
AMERICAN CANYON COUNTY WATER DISTRICT

<u>Year</u>	<u>Total Annual Amount in Acre-Feet</u>	
1* 68	500**	
2 68	600	1969
3 (1970)	750	1970
4	900	
5	1100	
6	1250	
7	1400	
8	1600	1975
9	1750	
10	1900	
11	2150	
12	2200	
13 1980	2400	1980
14	2600	
15 1982	2900	
16	3150	
17	3400	
18	3700	1985
19	3900	
20	4200	
21	4500	
22	4900	
23 (1990)	5200	1990

And each succeeding year thereafter for the term of this contract as a maximum annual entitlement 5200

\* Anticipated to be 1968.  
\*\* To be prorated for the period from the date of initial availability of water from the Napa portion of the North Bay Aqueduct to the end of the year.



SCALE  
1:62,500

KNIGHT ISLAND

SUGARLOAF  
SUGARLOAF RIDGE LINE

VAPA CO AIRPORT

AMERICAN CANYON COUNTY WATER DISTRICT

25 MAY

AGREEMENT NO. 423  
AMENDMENT NO. 1

Filed JUN 24 1975  
FLORENCE W. CUNNY

TO  
CONTRACT FOR WATER SUPPLY FROM NORTH BAY AQUEDUCT  
BETWEEN  
NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
AND  
AMERICAN CANYON COUNTY WATER DISTRICT

By *Cyril Bell Zorn*  
Clerk of the Board

THIS AMENDATORY CONTRACT made and entered into this 24th  
day of June, 1975, by and between NAPA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT, a public agency of the State of California created  
and existing under and by virtue of Chapter 1449 of the 1951 Statutes of California,  
as amended, hereinafter referred to as "the Agency", and AMERICAN CANYON COUNTY  
WATER DISTRICT, a public body of the State of California hereinafter referred to  
as "American Canyon",

WITNESSETH:

The parties hereto agree as follows:

1. Subsection C of Section 11 of the contract between the parties  
for a water supply from the North Bay Aqueduct dated November 15, 1966 is hereby  
amended, effective July 1, 1975, to read:

(c) The charge for the water supply delivered or made available  
for delivery hereunder after June 30, 1975, shall be paid by American Canyon to  
the Agency in semi-monthly installments, not necessarily equal, and not later  
than 15 days after receipt of the Agency's invoices therefor. The Agency's invoices  
shall be in such amounts that the Agency shall receive from American Canyon and  
other member units funds to pay the Agency's current obligations, hereinabove

set forth, to the State and to Solano County Flood Control and Water Conservation District not sooner than thirty (30) days prior to the date the same become due.

Not later than September 30, 1975, the Agency will compute and notify American Canyon of the unpaid balance of the charges for the water supply delivered or made available for delivery hereunder from the inception of this contract through June 30, 1975, and the unpaid interest thereon through June 30, 1975, at the current project interest rate of 4.459% per annum.

American Canyon shall pay said unpaid balance, together with interest on the portions thereof from time to time unpaid at the then current project interest rate, in ten annual installments, beginning on July 1, 1976, and on July 1 of each year thereafter through July 1, 1985.

The amount of the installment to be paid on July 1, 1976, shall be equal to  $.1207404 (P + I)$ , where P is the unpaid balance of the charges for water supply delivered or made available for delivery hereunder through June 30, 1975, and I is the interest on the balance of said charges from time to time unpaid at the rate of 4.459% per annum from June 24, 1974 through June 30, 1976.

The amount of each subsequent installment shall be equal to

$$\frac{i (1 + i)^n}{(1 + i)^n - 1} \times P$$

where i is the project interest rate made effective on March 31 preceding the date the installment is payable, n is 10 minus the number of annual installments previously paid, and P is the principal amount of said charges then unpaid

2. The parties acknowledge that Section 15 of the contract

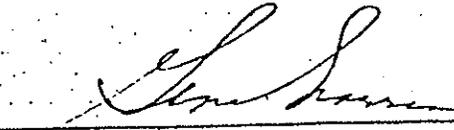
dated November 15, 1966, is no longer applicable, accordingly Section 15 is hereby deleted from the contract.

3. The parties acknowledge that year "1" on Table A is 1968.

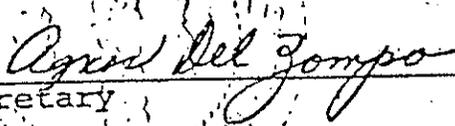
4. Except as expressly set forth above, the contract dated November 15, 1966, is ratified and confirmed.

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

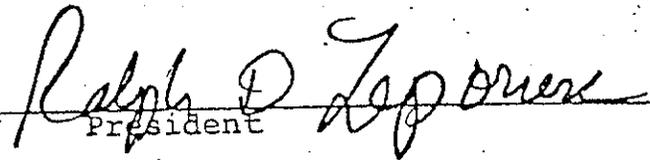
NAPA COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT

By   
Chairman

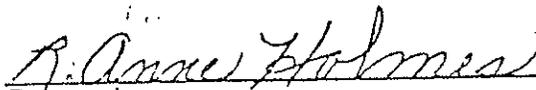
ATTEST:

  
Secretary  
(Seal)

AMERICAN CANYON COUNTY WATER DISTRICT

By   
President

ATTEST:

  
Secretary  
(Seal)

NO. 423

AMENDMENT NO. 2 TO WATER SUPPLY CONTRACT  
NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
AND THE AMERICAN CANYON COUNTY WATER DISTRICT

THIS CONTRACTUAL AMENDMENT made this 21st day of  
December 1982, between the Napa County Flood Control and  
Water Conservation District, herein referred to as the "Agency", and  
the American Canyon County Water District a public body within the  
State of California, herein referred to as "American Canyon",

WHEREAS, the Agency and American Canyon have entered into  
a water supply contract dated November 15, 1966, providing that the  
Agency will supply certain quantities of water to American Canyon,  
and providing that American Canyon shall make certain payments to the  
Agency and setting forth the terms and conditions of such supply and  
such payment, and

WHEREAS, the Agency and American Canyon desire to make certain  
changes and additions to such contract, while otherwise continuing  
the contract in full force and effect, and

WHEREAS, the Agency and American Canyon recognize the need  
to conserve water by preventing its waste and furthering its  
efficient use, and

WHEREAS, comprehensive programs of conserving water by  
all the State's water contractors will enhance the adequacy,  
quality and dependability of the water supplies from the State  
Water Project and will lower costs, save energy and reduce inflow  
to sewage treatment facilities.

NOW, THEREFORE, it is mutually agreed that the following  
changes and additions are hereby made to the Water Supply Contract

Filed DEC 21 1982  
FLORENCE W. CUNNY

BY KAREN ROBINSON  
Deputy Clerk

dated November 15, 1966 between the Agency and American Canyon.

1. Paragraph 7 is added to subdivision (b) of Article 11 of contract to read:

Any costs incurred by the agency in the administration of its State Contract supply contracts or in administering water deliveries to the member units. (These costs shall be apportioned among all members units directly proportional to their annual entitlements for each year and shall be determined and billed on a monthly basis by the Agency. The total monthly amount to be apportioned by the District shall not exceed \$2,000 during calendar year 1982. This monthly maximum will be adjusted in subsequent years by the published annual Consumer Price Index for the Bay Area.) This paragraph will not become effective until all member units have entered into contract amendments containing this commitment.

2. Subdivision (d) of Article 14 of the contract is added to read as follows:

(d) 1. For purposes of this contract a Water Conservation Plan, hereinafter referred to as plan, is defined as a comprehensive program to encourage more efficient use of current water supplies through reduction of water demand. Conservation measures include public education measures, distribution of water conservation kits and provisions for auditing water use. Reasonable conservation measures are those which are physically possible, cost effective, financially feasible, environmentally acceptable and legally implementable.

2. American Canyon agrees to begin to implement a water

conservation plan not later than the date of initial delivery of the State Project Water. The plan is to be designed to meet a water conservation goal of 110 acre-feet in the year 1990, 150 acre-feet in the year 2000, and 160 acre-feet in the year 2010. American Canyon shall implement through the plan all reasonable measures to meet such goals which are consistent with sound fiscal policies and proper operating procedures. If actual practice or new information shows the goals to be unachievable, the goals may be changed by mutual agreement of the parties. Failure to achieve the goals will not constitute a violation of this agreement since both parties agree that it is difficult, if not impossible, to measure specific water savings due to each particular measure. However, failure to implement an adequate plan of conservation designed to meet these goals will constitute a breach of this agreement.

3. The Agency will not reduce delivery of water for failure to implement a conservation plan or to achieve conservation goals.

4. American Canyon shall submit to the Agency a report describing the measures carried out under the plan. Such a report shall be submitted annually for the first five years of the plan and every fifth year thereafter. Records and documents shall be maintained which show what is being done to implement the plan and what quantities of water are conserved.

5. Upon determination by the State that Agency and its member-units have formulated an adequate program and are taking reasonable measures consistent with sound fiscal policies and proper operating procedures to implement it, the State shall, provide financial assistance in the form of grants and allowances

to Agency to cover expenses incurred by Agency and its member-units in connection with the program as follows:

a. To the extent it has authority to do so the State Department of Water Resources will make grants from available funds other than those appropriated by the California Water Resources Bond Act, to Agency for its member units to fund conservation measures such as leak detection programs and distribution of residential water conservation kits. Agency will assist American Canyon in applying for such funds.

b. To the extent that the cost of the program exceeds the amount of grants under paragraph (a) above, the State Department of Water Resources will, on application of Agency, make payments of funds available for construction of the State Water Resources Development System, to Agency for program expenditures the State has approved in advance such as the costs of initial development or purchase of movies and slide shows, initial water audit, initial leak detection and leak repairs, design of a corrosion control program, design of a meter maintenance schedule, purchase and distribution of residential water conservation kits, purchase of meters for loan to large quantity water users, and engaging consultants for any of the foregoing. Costs of other programs or equipment may be included upon approval by the Agency. Agency will make such funds available to American Canyon subsequent to the processing of a successful application with the State. Funds shall be provided within 60 days after receipt of statements of costs submitted not more frequently than monthly. The amount thus provided during each year together with interest thereon at the project interest rate established in the Water Supply Contract between the Agency and American Canyon, shall be repaid in not more than

twenty equal annual installments.

3.. Table A attached to the contract is hereby deleted and is replaced by the following Table A Amended:

TABLE A

1983	1400	1995	3200	2007	4800
1984	1500	1996	3400	2008	4850
1985	1600	1997	3600	2009	4900
1986	1700	1998	3800	2010	4950
1987	1800	1999	4000	2011	5000
1988	1900	2000	4200	2012	5050
1989	2000	2001	4300	2013	5100
1990	2200	2002	4400	2014	5150
1991	2400	2003	4500	2015	5200 and each
1992	2600	2004	4600		succeeding year there-
1993	2800	2005	4700		after for the term of
1994	3000	2006	4750		this contract as a max-
					imum entitlement.

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

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY *[Signature]*  
COUNTY COUNSEL

BY *Harold Moskowitz*

"ATTEST"

AMERICAN CANYON COUNTY WATER DISTRICT

BY *B. Anne Holmes*  
SECRETARY

BY *Ralph D. Repouse*  
PRESIDENT