

Coordination Agreement for Operation of Tracy Lake Project

This Coordination Agreement is made this ___ day of ____ between East Bay Municipal Utility District (EBMUD), Woodbridge Irrigation District (WID) and North San Joaquin Water Conservation District (NSJWCD).

RECITALS

- a. EBMUD, WID and NSJWCD each hold water rights on the Mokelumne River (River).
- b. EBMUD operates the Pardee and Camanche dams and reservoirs on the River while WID operates and diverts its water at the WID dam on the River.
- c. EBMUD and NSJWCD entered into an agreement on October 11, 1963, as amended by the Supplementary Agreement dated May 27, 1969, which agreements specify when EBMUD stores and releases Permit 10477 water to NSJWCD. NSJWCD also entered into a Stipulated Agreement dated June 30, 1992 with California Department of Fish and Game (now known as California Department of Fish and Wildlife), the California Sportsfishing Protection Alliance, and EBMUD. Provisions of the Stipulated Agreement were added as terms under Permit 10477 in 1992.
- d. NSJWCD has three points of diversion under its water right downstream of Camanche and upstream of the WID dam. NSJWCD has requested approval of a fourth point of diversion for its water right downstream of the WID dam for its Tracy Lake Groundwater Recharge Project (Tracy Lake).
- e. In order for NSJWCD to receive water under its water right at the new Tracy Lake point of diversion, it needs the cooperation of EBMUD and WID to release or bypass this water from their respective facilities.
- f. EBMUD makes various releases of water from Camanche Dam to satisfy prior right holders on the River, for fishery purposes pursuant to the Joint Settlement Agreement (JSA), and for other required purposes, and WID passes water downstream of WID dam.
- g. The parties have met and conferred and agreed on how they will coordinate operations to enable NSJWCD's new diversion at the proposed Tracy Lake project and avoid injury or interference with the water rights of EBMUD, WID, or prior right holders, or the fishery release activities of WID and EBMUD pursuant to the JSA.

Accordingly, the parties agree as follows:

AGREEMENT

1. **Schedule of Releases.** In addition to the notification required under Provision 3.b. of the 1969 Supplementary Agreement between NSJWCD and EBMUD, NSJWCD will weekly, beginning prior to the start of the irrigation season and one week in advance of each week in which NSJWD is intending to divert water, notify WID and EBMUD of the quantity of water that it expects to divert in the ensuing week into Tracy Lake from the River, and the requested flow rate (in cfs) for such diversions.

2. **Change in Release Schedule.** NSJWCD will divert River water into the South Tracy Lake, which will act as a re-regulating reservoir. Landowners will pump water out of South Tracy Lake as needed to meet crop water demands. Consequently, the parties understand that the rate of irrigation use does not need to match the River diversion rate. NSJWCD shall endeavor to keep the rate of diversion from the River to Tracy Lake constant and shall not request changes to the release rate for water released from Camanche Dam, and passed through the WID dam, more frequently than weekly. Change requests must be submitted to EBMUD and WID at least a week prior to the effective time of the desired release change, except the parties may agree to changes with less notice depending upon the existing and projected river conditions.

3. **Determining When Releases are Available for Diversion.** Water released from Camanche Dam by EBMUD for NSJWCD flows down the River and is then bypassed by WID at the WID dam. There is a time lag and other diversions and losses between the time of the Camanche release and the availability of the water at the Tracy Lake diversion below the WID dam. To address this, the parties agree to the following protocol:
 - a. EBMUD will notify NSJWCD of the quantity of water available for release from Camanche Dam for NSJWCD's Tracy Lake diversion and will notify both WID and NSJWCD, in a timely manner via telephone or in writing, when it has released water from Camanche Dam for NSJWCD's Tracy Lake diversion. Such release shall be made by EBMUD into the natural channel of the River at a point immediately downstream from Camanche Dam.

 - b. WID will bypass the amount of water so released for the NSJWCD diversion that arrives at the WID Dam, i.e. such amount of water that arrives at WID dam that exceeds the JSA required fishery bypass flows plus WID's scheduled diversions of water at WID Dam and any other required releases.

- c. EBMUD will inform WID of the gage height at the Golf Station gage to meet the JSA required fishery bypass flows below WID Dam and any other required releases, including the water available for NSJWCD diversion, downstream of WID Dam.
 - d. When water released for Tracy Lake is apparent at the Golf Station gage, WID will notify NSJWCD that the water is available for diversion. NSJWCD will then verify when the release is also evident at the new Tracy Lake monitoring station located downstream of the new Tracy Lake river diversion point. NSJWCD will then operate the Tracy Lake diversion pump station consistent with Section 5 of the 1963 Agreement, to take only that amount of water that has been released by EBMUD, bypassed by WID, and verified at the Golf Station gage and at the new Tracy Lake monitoring station by a positive change in surface elevation of the river. NSJWCD's diversions shall not in any event interfere with or reduce the amount of water bypassing WID Dam for fishery and other purposes under the Joint Settlement Agreement.
 - e. The parties agree to cooperate to the maximum extent practicable to coordinate the diversion at Tracy Lake to match water availability as measured at the new Tracy Lake monitoring station and the flow meter on the diversion pump station for Tracy Lake to avoid any waste of water or interference with flows bypassed at WID dam for other purposes.
4. **Measurement Gaging Stations.** NSJWCD shall install a new river monitoring station just downstream of the point of diversion to Tracy Lake. NSJWCD shall install a continuous monitoring and recording device to continuously monitor and record the River stage. This monitoring station shall be maintained and its accuracy verified monthly by NSJWCD during Tracy Lake diversions. The calibration data shall be provided to EBMUD monthly. In addition, NSJWCD shall install a meter on the pump discharge that records and transmits diversions to Tracy Lake. NSJWCD shall install a continuous monitoring data logging device on the Tracy Lake diversion pump station that will measure flow rate and the total amount diverted. These devices shall be equipped to allow this information to be remitted in real time to WID and EBMUD. The diversion pump station meter shall be calibrated annually by NSJWCD in each year that water is available to NSJWCD for use at Tracy Lake and the calibration data shall be provided to EBMUD.
5. **Data Recording and Sharing.** WID, EBMUD and NSJWCD shall each make its monthly preliminary data available on publicly accessible websites. NSJWCD shall

provide EBMUD and WID real time continuous monitoring data of river stage from the new River monitoring station and of flow rate and total diversions to Tracy Lake.

6. **WID and EBMUD Participation.** The addition of NSJWCD's diversion of water released by EBMUD from its Camanche Reservoir for redirection at Tracy Lakes, which water must be passed through WID's Dam in addition to WID's bypassing of JSA flows and water for other downstream water diversions, adds a further complication and responsibility to EBMUD's and to WID's obligations while diverting their own water from the River for their own uses. Accordingly, their commitment to participate in this Cooperation Agreement is conditioned upon their participation not resulting in unforeseen impacts or restrictions on their own operations. In the event that their participation imposes any such impacts or restrictions on their operations, they shall be free to condition their further participation upon such terms as are reasonably needed to eliminate such impacts or restrictions on their operations.
7. **Real Time Coordination.** The parties recognize that there will be times when they need to work together to adjust operations to address planned or unforeseen circumstances, related to the protection of the anadromous fishery. The parties agree to work collaboratively to adjust operations to meet fishery requirements and unforeseen circumstances.
8. **Purpose of this Agreement.** The purpose of this agreement is to facilitate coordinated operations. Nothing in this agreement shall be construed to modify or contradict the rights and obligations of the parties under their respective water rights or other contractual agreements.

The parties have executed this Coordination Agreement, in triplicate, as of the day and year stated above, by their respective authorized officers.

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____ Date: _____
General Manager

By: _____
Secretary

WOODBIDGE IRRIGATION DISTRICT

By: _____ Date: _____
President

By: _____
Secretary

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT

By: _____ Date: _____
President

By: _____
Secretary