

WATER TRANSFER AGREEMENT
BETWEEN
THE CITY OF REDDING
AND
CLEAR CREEK COMMUNITY SERVICES DISTRICT

THIS AGREEMENT is made at Redding, California, by and between the City of Redding a Municipal Corporation ("CITY"), whose address is 777 Cypress Avenue, Redding Ca. 96001 and the CLEAR CREEK COMMUNITY SERVICES DISTRICT, ("DISTRICT"), A California Water District, whose address is 5880 Oak Street, Anderson, CA 96007, for a Water Transfer Agreement (Agreement).

RECITALS

A. The DISTRICT has contracted with the U.S. Bureau of Reclamation for 15,300 acre-feet of water per year from the Central Valley Project (CVP). The DISTRICT provides water service to residents in the Clear Creek Community Services District depicted in Exhibit "A", attached and incorporated herein.

B. During the 2021 Bureau of Reclamation (Bureau) water year, the Bureau has reduced the DISTRICT's available CVP water supply from 15,300 acre-feet to 425 acre-feet.

C. The DISTRICT has declared a water shortage, with Agricultural water allocation being reduced to 0 (zero), and all outdoor water use being prohibited.

D. The DISTRICT estimates its additional water needs as being approximately 500 acre-feet during 2021 due to the extreme drought and the Bureau's CVP water contract allotment reductions.

E. The CITY has contracted with the Bureau for water from the CVP and also has purchased water from the McConnell Foundation and Anderson Cottonwood Irrigation District (ACID). The CITY believes it can provide up to 500 acre-feet of water available for transfer to the DISTRICT during 2021.

F. The DISTRICT has 2,532 active water service connections.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

TERMS OF AGREEMENT

- 1. Termination:** This agreement shall terminate on February 28, 2022. Either party may immediately, without cause and at any time during the term, terminate this Agreement by providing written notice as to the time and date of termination.
- 2. Payment:** The DISTRICT agrees to pay CITY the sum of \$462.38 per acre-foot of water transferred as described in Exhibit "B".

Payment for the delivered water shall be made on or before January 30, 2022.

3. Transfer Schedule: All water transfers shall take place prior to February 28, 2022, in accordance with the Water Schedule, attached and incorporated herein as Exhibit "C". Each party shall provide to the Bureau revised water schedules for the balance of the Bureau water year immediately upon execution of this Agreement indicating thereon an estimate of what amount shall be drawn during each remaining month of the water year. Modifications or changes in the Water Transfer Schedule may be agreed upon by the CITY Water Utility Manager, DISTRICT General Manager and Bureau approval.
4. Point of Diversion: All water transferred under this Agreement shall be drawn by the DISTRICT at the Clear Creek CSD Filtration Plant at Whiskeytown Lake.
5. Water Quality: The CITY assumes no responsibility with respect to, and does not warrant the quality of the water to be transferred to the DISTRICT, and its users.
6. Restrictions on Use: Project water transferred under this agreement may be utilized by DISTRICT in the same manner as the DISTRICT utilizes its existing M&I project water supplies as is governed by water contract with the Bureau, and applicable laws.
7. Indemnification: Each party agrees to be responsible for the acts and conduct of its own agents, officers and employees, and any and all actions, claims, damages, demands, losses, disabilities, defense costs or liability of any kind or nature, including attorney's fees, that may be asserted by any person or entity arising out of or in connection with the performance of this agreement.

Each party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage are caused by or result from negligent acts or omissions of the indemnifying party, its officials, officers, employees, agents, subcontractors, or volunteers.

8. Disputes: If any action is commenced to enforce any of the terms or conditions herein, or to enforce collection of monies due pursuant to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
9. Date of Agreement: The effective date of this Agreement shall be the date it is signed by the second party to sign.

IN WITNESS WHEREOF, City of Redding and the Clear Creek Community Services District have executed this Agreement on the days and year set forth below:

CITY OF REDDING
A Municipal Corporation

Date: _____, 2021

By: _____
ERIN D. RESNER, Mayor

Attest:

Approved as to form:

PAMELA MIZE, City Clerk

By: _____
BARRY E. DEWALT, City Attorney

**CLEAR CREEK COMMUNITY
SERVICES DISTRICT**
a California Community Service District

Date: _____, 2021

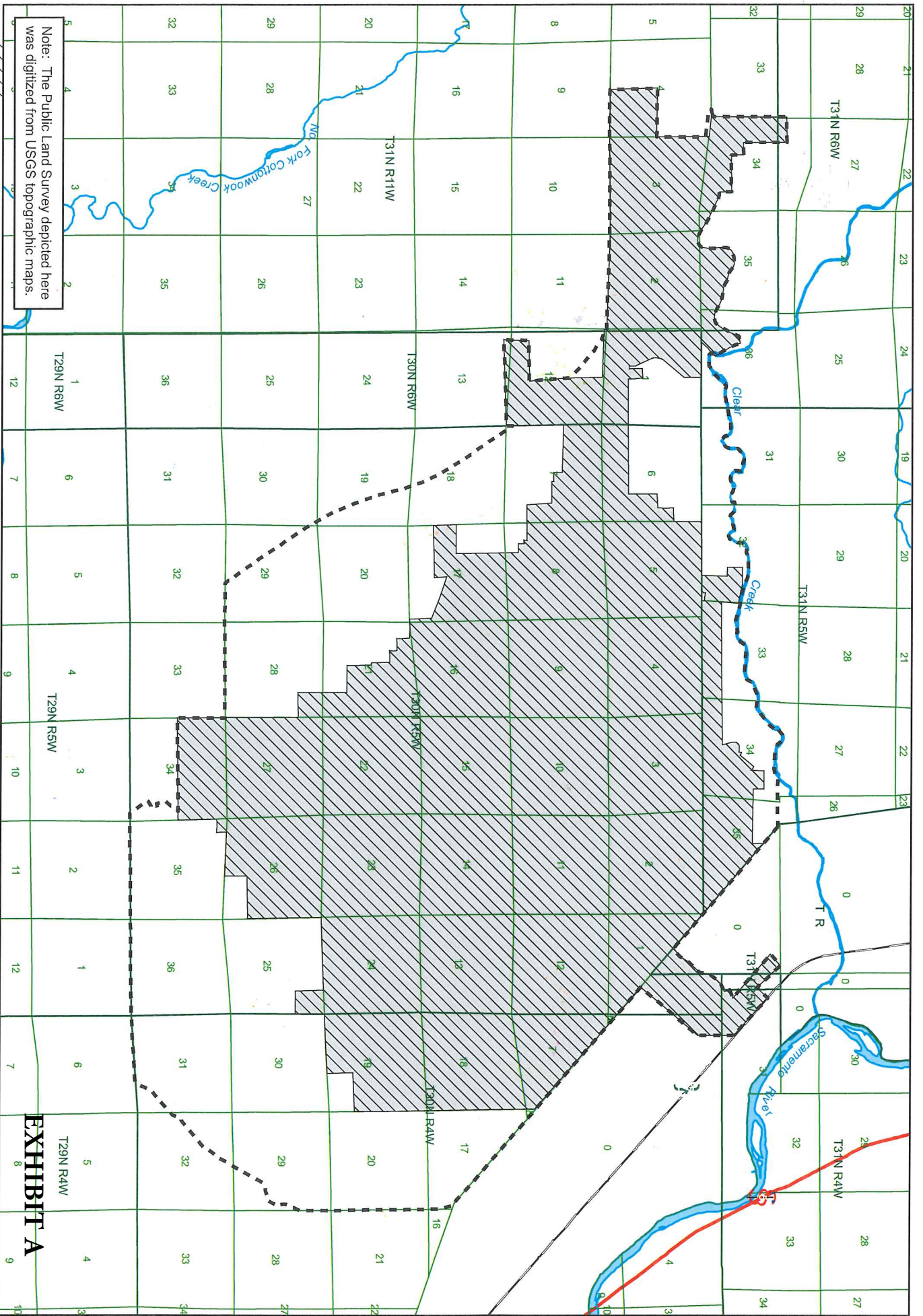
By: _____
Johanna F. Trenerry, Chairwoman
Board of Directors

Attest:

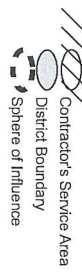
Kurt Born, General Manager, Secretary of
the Board

attachment

- Exhibit "A"*
- Exhibit "B"*
- Exhibit "C"*



Note: The Public Land Survey depicted here was digitized from USGS topographic maps.



Date: October 13, 2004
 File Name: N:\distrcs\contras\clear_creek\clear_creek_illustr.mxd

Clear Creek Community Service District

Exhibit A

Contract No. 14-06-200-489A-LTR1



EXHIBIT A



416-208-2959

EXHIBIT B
WATER TRANSFER
COST OF WATER PER ACRE FOOT
FROM
CITY OF REDDING
TO
CLEAR CREEK COMMUNITY SERVICES DISTRICT
WATER YEAR 2021-2022

Rate Description	Charge Rate
Cost of Water from McConnell	\$250
ACID Charge	\$134.39
WAPA Foregone Power Charge	\$26.90
Bureau Reschedule & Transfer Charge	\$14.76
Sacramento River Charge	\$6.33
Administrative Fee	\$30
Total Rate Charge	\$462.38

EXHIBIT C
WATER SCHEDULE
FROM
CITY OF REDDING
TO
CLEAR CREEK COMMUNITY SERVICES DISTRICT
WATER YEAR 2021-2022

Month	Quantity (Acre-Feet)
July	100
August	100
September	100
October	100
November	100
Total	500