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**FINAL ENVIRONMENTAL ASSESSMENT**

*2010 WARREN ACT CONTRACT AND LICENSE FOR DELTA LANDS RECLAMATION  
DISTRICT 770*

**Appendix A**  
**Draft Contract**

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June 2010

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Central Valley Project, California

TEMPORARY CONTRACT BETWEEN THE UNITED STATES  
AND DELTA LANDS RECLAMATION DISTRICT NO. 770  
PROVIDING FOR CONVEYANCE OF NON-PROJECT WATER

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Central Valley Project, California

TEMPORARY CONTRACT BETWEEN THE UNITED STATES  
AND  
DELTA LANDS RECLAMATION DISTRICT NO. 770  
PROVIDING FOR CONVEYANCE OF NON-PROJECT WATER

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 ,  
pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or  
supplementary thereto, including the Act of February 21, 1911 (36 Stat. 925), and Section 305 of  
the Reclamation States Emergency Drought Relief Act of 1991, enacted March 5, 1992  
(106 Stat. 59), all collectively hereinafter referred to as the Federal Reclamation laws, between  
the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented  
by the officer executing this Contract, hereinafter referred to as the Contracting Officer, and  
DELTA LANDS RECLAMATION DISTRICT NO. 770, hereinafter referred to as the  
Contractor;

WITNESSETH, That:

EXPLANATORY RECITALS

[1<sup>st</sup>] WHEREAS, the United States has constructed and is operating the Central  
Valley Project, California, for diversion, storage, carriage, distribution and beneficial use, for  
flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection  
and restoration, generation and distribution of electric energy, salinity control, navigation and

other beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries; and

[2<sup>nd</sup>] WHEREAS, pursuant to the Act of February 21, 1911 (36 Stat. 925), commonly referred to as the Warren Act, the Secretary of the Interior may enter into contracts for the impoundment, storage, and carriage of Non-Project Water to the extent the Project facilities have Excess Capacity, and any such contracts shall be upon terms and conditions as the Secretary determines to be just and equitable; and

[3<sup>rd</sup>] WHEREAS, the Contractor is responsible for protecting lands within its boundaries from floods, and during periods when, flood waters from the Kings, St. John's (a channel of the Kaweah River), and/or Tule Rivers can reach the Contractor's boundaries, causing damage to farm land or other property and/or jeopardizing public safety; and

[4<sup>th</sup>] WHEREAS, beginning in 1978, through a series of letter agreements and contracts, made pursuant to the Warren Act, the Contractor has used Excess Capacity in Project Facilities to convey potentially damaging flood flows of Non-Project Water from the Kings River, St. John's River (a channel of the Kaweah River), and Tule River, to help alleviate damage to farm land, property and crops, and risk to public safety within the Contractor's boundaries; and

[5<sup>th</sup>] WHEREAS, the Contractor's most recent Warren Act contract, Contract No. 08-WC-20-3678, dated July 11, 2008, expired February 28, 2009, and the Contractor desires to enter into a long-term Warren Act contract to use Excess Capacity in the Friant Division Project Facilities to divert Non-Project Water from said Rivers during periods of excessive rainfall; and

[6<sup>th</sup>] WHEREAS, until the long-term Warren Act contract can be executed, it is the intention of the parties hereto to enter into a temporary contract pursuant to the Warren Act for use of Excess Capacity in the Project Facilities for the conveyance of Non-Project Water from said Rivers; and

[7<sup>th</sup>] WHEREAS, to the extent Excess Capacity is available, the United States is willing to convey said Non-Project Water through the Project Facilities in accordance with the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

#### DEFINITIONS

1. When used herein unless otherwise distinctly expressed, or manifestly incompatible with the intent of the parties as expressed in this Contract, the term:

(a) “Calendar Year” shall mean the period January 1 through December 31, both dates inclusive;

(b) “Contracting Officer” shall mean the Secretary of the Interior’s duly authorized representative acting pursuant to this Contract or applicable Reclamation law or regulation;

(c) Omitted

(d) Omitted

(e) “Excess Capacity” shall mean capacity in the Project Facilities in excess of that needed to meet the Project’s authorized purposes, as determined solely by the Contracting Officer, which may be made available to convey Non-Project Water;

71 (f) Omitted

72 (g) Omitted

73 (h) Omitted

74 (i) Omitted

75 (j) Omitted

76 (k) “Non-Project Water” shall mean water acquired by or available to the

77 Contractor from the source(s) identified in Exhibit C that has not been appropriated by

78 the United States;

79 (l) “Operating Non-Federal Entity” shall mean the non-federal entity that has

80 the obligation pursuant to a separate agreement with the United States to operate and

81 maintain all or a portion of the Project Facilities, and which may have funding

82 obligations with respect thereto;

83 (m) “Project” shall mean the Central Valley Project, owned by the United

84 States and managed by the Department of the Interior, Bureau of Reclamation;

85 (n) “Project Facilities” shall mean the Friant-Kern Canal and associated

86 facilities, constructed as features of the Friant Division, Central Valley Project;

87 (o) “Rates” shall mean the amount to be paid to the United States by the

88 Contractor, as set forth in Exhibit B, for the use of Excess Capacity in the Project

89 Facilities made available pursuant to this Contract;

90 (p) Omitted;

91 (q) “Secretary” shall mean the Secretary of the Interior, a duly appointed

92 successor, or an authorized representative acting pursuant to any authority of the

93 Secretary and through any agency of the Department of the Interior; and

(r) “Year” shall mean the period from and including March 1 of the Calendar Year through the last day of February of the following Calendar Year.

(s) “Friant Division Contractors” shall mean those contractors situated within the Friant Division permitted place of use and possessing a long-term water service contract, repayment contract, or assignment contract with Reclamation.

#### TERM OF CONTRACT

2. This Contract shall become effective June 18, 2010 and shall remain in effect through June 17, 2011: Provided, That upon written notice to the Contractor, this Contract may be terminated by the Contracting Officer at an earlier date, if the Contracting Officer determines that the Contractor has not been complying with one or more terms or conditions of this Contract.

#### INTRODUCTION, CONVEYANCE, AND DISCHARGE OF NON-PROJECT WATER

3. (a) During the term of this Contract, the Contractor may introduce up to an aggregate total of 250,000 acre-feet of Non-Project Water from the source(s) identified in Exhibit C into Project Facilities at milepost 29.10 for Kings River water, at milepost 69.45 for St. Johns River water (a channel of the Kaweah River), and at milepost 95.67 for Tule River water. The United States or the designated Operating Non-Federal Entity shall convey the Non-Project Water through Excess Capacity in the Project Facilities from said point(s) of introduction for diversion on behalf of the Contractor to Friant Division Contractors or discharged through existing gates at the terminus of the Project Facilities into the Kern River on behalf of the Contractor: Provided, That the quantity of Non-Project Water to be diverted by the Friant Division Contractors or discharged on behalf of the Contractor from Project Facilities

shall not exceed the quantity of Non-Project Water previously introduced into the Project Facilities by the Contractor at said point(s) of introduction, less 5 percent for conveyance losses.

(b) Prior to the introduction of Non-Project Water into the Project Facilities, the Contractor shall submit a schedule to the Contracting Officer and the designated Operating Non-Federal Entity showing the quantities of Non-Project Water to be introduced into the Project Facilities, and the desired time or times for conveyance of said Non-Project Water for diversion by Friant Division Contractors and/or discharge into the Kern River: Provided, That the Contractor is not required to initially schedule conveyance of the maximum quantity of Non-Project Water for which the Contractor desires conveyance during the term of this Contract. The initial schedule and any revision(s) thereof shall be in a form acceptable to the Contracting Officer and shall be submitted at such times and in such manner as determined by the Contracting Officer. The Contractor shall not introduce Non-Project Water into the Project Facilities unless and until the schedule and any revision(s) thereof have been approved by the Contracting Officer and the Operating Non-Federal Entity and all the provisions of Exhibit C are met. Introduction of waters is subject to the Operating Non-Federal Entity verifying adequate means for diversion of the introduced water to the Friant Division Contractors and/or for discharge to the Kern River. Discharge of flows to the Kern River will be subject to approval by the Kern Rivermaster acknowledging available channel capacity and acceptance of the Non-Project Water.

c) All Non-Project Water must be diverted from or discharged from the Project Facilities up to 30 days from the date of introduction and/or upon expiration or termination of this Contract whichever is sooner.

(d) Unless otherwise agreed to in writing by the Contracting Officer, the Non-Project Water shall be introduced into and conveyed on behalf of the Contractor through existing Project Facilities. Temporary inflow or pumping facilities required to effectuate the introduction of Non-Project Water into the Project Facilities and/or the diversion or discharge of the Non-Project Water on behalf of the Contractor from the Project Facilities, shall be the Contractor's responsibility, at its own cost and expense to obtain all necessary rights-of-way for such facilities, including the appropriate right-of-use agreement(s) or other authorizations issued by the United States for any such facilities located on right-of-way for existing Project Facilities. The Contractor, at its own cost and expense, shall be responsible for providing, installing, operating, maintaining, repairing, and replacing said inflow and pumping facilities. The Contractor hereby grants to the Contracting Officer and the Operating Non-Federal Entity access to all temporary inflow and pumping facilities installed by the Contractor.

(e) The introduction, conveyance, diversion, and/or discharge of Non-Project Water pursuant to this Contract will not be supported with Project-use energy. If electrical power is required to pump the Non-Project Water into, through or from the Project Facilities, the Contractor shall be responsible for the acquisition and payment of all electrical power and associated transmission service charges.

(f) The introduction of Non-Project Water into the Project Facilities by the Contractor shall be conditioned upon compliance by the Contractor with the environmental measures described in the environmental documentation prepared in connection with the execution of this Contract and with the terms of the applicable operations procedures approved by the Contracting Officer.

MEASUREMENT OF NON-PROJECT WATER

4. (a) All Non-Project Water shall be measured and recorded at the point(s) of introduction and point(s) of delivery established pursuant to Article 3 herein with measurement devices acceptable to the Contracting Officer and the methods used to make such measurements shall be in accordance with sound engineering practices.

(b) Unless otherwise agreed to in writing by the Contracting Officer, the Contractor, at its own cost and expense, shall be responsible for providing, installing, operating, maintaining, repairing, and replacing all measurement devices required under this Contract in accordance with Short-Term License Contract Number 10-LC-20-0258 dated May 31, 2010, or other requisite authorization(s) issued by the United States. The Contractor shall be responsible for all costs associated with the issuance of such Short-Term License and authorization(s).

(c) The Contractor shall maintain accurate records of the quantity of Non-Project Water, expressed in acre-feet, introduced into the Project Facilities at said authorized point(s) of introduction and shall provide such records to the Contracting Officer and the Operating Non-Federal Entity at such times and in such manner as determined by the Contracting Officer.

(c.1) The Contractor shall provide, to the Contracting Officer and the Operating Non-Federal Entity by July 31, 2011, a Floodwater Report and Delivery Plan accounting for the Non-Project Water pumped into and/or discharged from the Project Facilities. The report shall be in a form acceptable to the Contracting Officer.

(c.2) The Operating Non-Federal Entity shall be responsible for measuring the quantity of Non-Project Water either diverted from the Project Facilities by Friant Division Contractors or discharged into the Kern River through the existing gate at the terminus of the

Project Facilities and shall maintain accurate records of such diversions and/or discharges of Non-Project Water and shall provide such records to the Contracting Officer and the Contractor monthly and otherwise upon request.

(d) Upon the request of either party to this Contract, the Contracting Officer shall investigate, or cause to be investigated by the Operating Non-Federal Entity, the accuracy of all measurements of Non-Project Water required by this Contract. If the investigation discloses errors in the recorded measurements, such errors shall be promptly corrected. If the investigation discloses that measurement devices are defective or inoperative, the Contracting Officer shall take any necessary actions to ensure that the responsible party makes the appropriate adjustments, repairs, or replacements to the measurement devices. In the event the Contractor, as the responsible party, neglects or fails to make such adjustments, repairs, or replacements to the measurement devices within a reasonable time and to the reasonable satisfaction of the Contracting Officer, the Contracting Officer may cause such adjustments, repairs, or replacements to be made and the costs thereof shall be charged to the Contractor and the Contractor shall pay said charges to the United States immediately upon receipt of a detailed billing therefore. For any period of time during which accurate measurements of the Non-Project Water have not been made, the Contracting Officer shall consult with the Contractor and the Operating Non-Federal Entity prior to making a determination of the quantity of Non-Project Water delivered for that period of time and such determination by the Contracting Officer shall be final and binding on the Contractor.

#### OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

5. (a) The operation and maintenance of the Project Facilities to be used to convey, divert and/or discharge the Non-Project Water on behalf of the Contractor, and

responsibility for funding a portion of the costs of such operation and maintenance, have been transferred from the United States to the Friant Water Authority, the designated Operating Non-Federal Entity, pursuant to a separate agreement, identified as Contract No. 8-07-20-X0356, dated March 1, 1998, as amended and assigned. That separate agreement shall not interfere with or affect the rights or obligations of the Contractor or the United States hereunder.

(b) The Contractor shall pay directly to the Friant Water Authority, or to any successor approved by the Contracting Officer, under the terms and conditions of the separate agreement described in subdivision (a) of this Article, all rates, charges, or assessments of any kind, including any assessment for reserve funds, that the Friant Water Authority or such successor determines, sets, or establishes for the operation and maintenance of the portion of the Project Facilities operated and maintained by the Friant Water Authority or such successor.

(c) For so long as the operation and maintenance of any portion of the Project Facilities used to convey, divert, and/or discharge the Non-Project Water on behalf of the Contractor is performed by the Friant Water Authority, or any successor thereto, the Contracting Officer shall adjust those components of the Rates for the Non-Project Water conveyed, diverted, and/or discharged under this Contract by deleting the costs associated with the activity being performed by the Friant Water Authority or its successor.

(d) In the event the United States reassumes operation and maintenance of any portion of the Project Facilities from the Operating Non-Federal Entity, the Contracting Officer shall so notify the Contractor, in writing, and shall revise the Rates on Exhibit B to include the costs associated with the operation and maintenance activities reassumed by the United States.

The Contractor shall, thereafter, in the absence of written notification from the Contracting

Officer to the contrary, pay the Rates, specified in the revised Exhibit B directly to the United States in compliance with Article 6 of this Contract.

#### PAYMENTS AND ADJUSTMENTS

6. (a) Upon execution of this Contract by the Contractor, the Contractor shall pay to the United States the sum of \$500, which shall constitute an administrative charge hereunder.

(b) At the time the Contractor submits a schedule, or any revision(s) thereof pursuant to subdivision (c) of Article 3 herein, the Contractor shall make an advance payment to the United States equal to the total amount payable pursuant to the applicable Rates shown on Exhibit B for each acre-foot of Non-Project Water to be introduced into the Project Facilities. Non-Project Water shall not be introduced into Project Facilities by the Contractor prior to such payment being received by the United States.

(c) Omitted

(d) The amount of any overpayment by the Contractor by reason of the quantity of Non-Project Water introduced into the Project Facilities and conveyed pursuant to this Contract, as conclusively determined by the Contracting Officer, having been less than the quantity which the Contractor otherwise under the provisions of this Contract would have been required to pay for, shall be applied first to any accrued indebtedness arising out of this Contract then due and owing to the United States by the Contractor. Any amount of such overpayment then remaining shall be refunded to the Contractor: *Provided, however,* That no refund shall be made by the United States to the Contractor for any quantity of Non-Project Water deemed to be unused water donated to the United States for Project purposes pursuant to subdivision (d) of

Article 3 herein nor for the administrative charge required pursuant to subdivision (a) of this Article.

(e) All payments made by the Contractor pursuant to subdivision (b) of this Article shall be covered into the Reclamation Fund pursuant to Section 3 of the Act of February 21, 1911 (36 Stat. 925).

(f) The payment of the Rates set forth in this Article for the use of Excess Capacity are exclusive of O&M costs to be paid directly to the Operating Non-Federal Entity by the Contractor, and any additional charges that the Contractor may assess its water users. In accordance with the Act of February 21, 1911 (36 Stat. 925), the Contractor may not impose on its water users any charge for the use of Excess Capacity that exceeds the amount paid to the United States and to the Operating Non-Federal Entity; Provided, That the Contractor may also charge its water users such additional amounts as are necessary to cover the Contractor's reasonable administrative costs in contracting with the United States for the use of Excess Capacity in the Project Facilities.

#### MEDIUM FOR TRANSMITTING PAYMENTS

7. (a) All payments from the Contractor to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(b) Upon execution of the Contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

(c). At the date of executing this Contract, the Contractor has complied with the provisions of subdivision (b) of this Article.

#### EXCESS CAPACITY

8. (a) The availability of Excess Capacity shall be determined solely by the Contracting Officer. Nothing contained in this Contract shall limit or preclude the United States from utilizing available capacity in the Project Facilities for the storage and conveyance of Project Water pursuant to Federal law, Reclamation law or policy, and existing contract(s); or (2) for using Excess Capacity in the Project Facilities for the storage and conveyance of any other supplies of Non-Project Water.

(b) The Contracting Officer and the Operating Non-Federal Entity shall not be obligated to convey, divert, or discharge Non-Project Water during periods of maintenance or for other operating requirements.

(c) If at any time the Contracting Officer determines that there will not be Excess Capacity in the Project Facilities sufficient to allow the Non-Project Water to be introduced into, conveyed, diverted, and/or discharged from Project Facilities in accordance with an approved schedule submitted by the Contractor, the Contracting Officer shall so notify the Contractor in writing. Within 24 hours of said notice, the Contractor shall revise its schedule accordingly.

(d) No provision of this Contract shall be construed in any way as a basis for the Contractor to establish a priority to or a permanent right to the use of Excess Capacity in the

Project Facilities nor to set a precedent to obligate the United States to enter into contracts with any other entities or individuals for the conveyance or storage of Non-Project Water.

ACREAGE LIMITATION PROVISIONS

9. (a) Omitted

RECEIPT AND DISTRIBUTION OF NON-PROJECT WATER--  
SALE, TRANSFER, OR EXCHANGE OF NON-PROJECT WATER

10. (a) The parties hereto acknowledge that this Contract does not grant any permission or entitlement to the Contractor to extract and/or divert Non-Project Water from the source(s) described on Exhibit C or to change the nature or place of use of its rights to said Non-Project Water in any way. It is the responsibility of the Contractor to comply with all applicable Federal, State, and local laws, including, but not limited to, State water law in relation to the Non-Project Water. It is expressly understood by the parties that the United States is only providing conveyance capacity for the Non-Project Water and does not claim any interest in the acquisition or use of the Non-Project Water beyond the terms specifically set forth in this Contract.

(b) The Contracting Officer makes no representations as to the accuracy of the description or of the validity of the Contractor's rights to the Non-Project Water listed in Exhibit C.

(c) The Contractor further releases the United States, its officers, agents and employees, including the Operating Non-Federal Entity, from every claim for damage to persons or property, direct or indirect, resulting from the Contracting Officer's determination of the quantity of Excess Capacity available in the Project Facilities for conveyance of the Contractor's Non-Project Water, the determination that the Non-Project Water introduced into Project

Facilities must be terminated, and the elimination from Exhibit C of any source(s) of Non-Project Water.

#### WATER CONSERVATION

11. (a) Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this Contract, the Contractor shall develop a water conservation plan, consistent with the plans required by Section 210(b) of the RRA and Part 427.1 of the Water Conservation Rules and Regulations effective January 1, 1998.

(b) Omitted.

(c) Due to the nature and source of this Non-Project Water as addressed in the third WHEREAS and as identified in subdivision (k) of Article 1 of this Contract, a water conservation plan is not applicable in this circumstance.

#### UNITED STATES NOT LIABLE

12. (a) The United States, its officers, agents and employees, including the Operating Non-Federal Entity, shall not be responsible for the control, care, or distribution of the Non-Project Water before it is introduced into or after it is conveyed through the Project Facilities. It is specifically understood by the parties hereto that the United States is only providing conveyance capacity for the Non-Project Water and does not claim any interest in the acquisition or use of the Non-Project Water beyond the terms specifically set forth in this Contract.

(b) The Contractor shall indemnify and hold the United States, its officers, agents and employees, including the Operating Non-Federal Entity, harmless from legal liability for damages of any nature whatsoever arising out of any actions or omissions of the Contractor, its officers, agents and employees, resulting from the Contractor's performance of this Contract, including the manner or method in which the Non-Project Water identified on Exhibit C is introduced into the Project Facilities and diverted from such Project Facilities for Friant Division

Contractors and/or discharged into the Kern River. The Contractor further releases the United States, its officers, agents and employees, including the Operating Non-Federal Entity, from every claim for damage to persons or property, direct or indirect, resulting from the Contracting Officer's determination of the quantity of Excess Capacity available in the Project Facilities for conveyance of the Non-Project Water on behalf of the Contractor, the determination that the Non-Project Water introduced into Project Facilities must be terminated, and the elimination from Exhibit C of any source(s) of Non-Project Water. Nothing contained in this Article shall be construed as an assumption of liability by the Contractor with respect to such matters.

#### OPINIONS AND DETERMINATIONS

13. (a) Where the terms of this Contract provide for actions to be based upon the opinion or determination of either party to this Contract, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. Both parties, notwithstanding any other provisions of this Contract, expressly reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or unreasonable opinion or determination. Each opinion or determination by either party shall be provided in a timely manner. Nothing in subdivision (a) of this Article is intended to or shall affect or alter the standard of judicial review applicable under Federal law to any opinion or determination implementing a specific provision of Federal law embodied in statute or regulation.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with the provisions of this Contract, the laws of the United States and the State of California, and the rules and regulations promulgated

by the Secretary. Such determinations shall be made in consultation with the Contractor to the extent reasonably practicable.

#### PROTECTION OF WATER AND AIR QUALITY

14. (a) Project Facilities used to convey Non-Project Water on behalf of the Contractor shall be operated and maintained in the most practical manner to maintain the quality of the Non-Project Water at the highest level possible as determined by the Contracting Officer: *Provided*, That the United States does not warrant the quality of the Non-Project Water conveyed on behalf of the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of the Non-Project Water conveyed on behalf of the Contractor.

(b) The Contractor shall comply with all applicable water and air pollution laws and regulations of the United States and the State of California; and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the conveyance of Non-Project Water on behalf of the Contractor; and shall be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Project Facilities or Contractor facilities or Non-Project Water conveyed and on behalf of the Contractor.

(c) This Article shall not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

(d) The Non-Project Water introduced into the Project Facilities shall be of such quality, as determined solely by the Contracting Officer, as to not significantly degrade the quality of the Project water. If it is determined by the Contracting Officer that the quality of the Non-Project Water from any source(s) identified in Exhibit C will significantly degrade the quality of Project Water in or introduced into the Project Facilities, the Contractor shall, upon receipt of a written notice from the Contracting Officer, arrange for the immediate termination of the introduction of Non-Project Water from such sources(s) into the Project Facilities, and Exhibit C shall be modified to delete such sources(s) of Non-Project Water.

(e) Omitted

(f) At all times during the term of this Contract, the Contractor shall be in compliance with the requirements of the then-current Quality Assurance Project Plan (Plan)

prepared by the Contracting Officer for Non-Project Water introduced into and conveyed through the Project Facilities. The Plan, as identified in Exhibit D, describes the sample collection procedures, water testing methods, and data review process, including quality control/quality assurance protocols, to verify analytical results.

(g) The Contracting Officer reserves the right to require additional analyses to ensure the Non-Project Water meets the Bureau of Reclamation's water quality acceptance criteria.

#### CHARGES FOR DELINQUENT PAYMENTS

15. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, in addition to the interest charge, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to the interest and administrative charges, the Contractor shall pay a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest charge rate shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments or the interest rate of 0.5 percent per month. The interest charge rate will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

#### EQUAL EMPLOYMENT OPPORTUNITY

16. During the performance of this Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### CERTIFICATION OF NONSEGREGATED FACILITIES

17. The Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this Contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT  
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

18. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), Title II of the Americans with Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is a non-government entity], and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the

Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

#### GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

19. (a) The obligation of the Contractor to pay the United States as provided in this Contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contractor.

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make Non-Project Water available to the Contractor through Project Facilities during any period in which the Contractor is in arrears in the advance payment of Rates and charges due the United States. The Contractor shall not deliver Non-Project Water under the terms and conditions of this Contract for lands or parties that are in arrears in the advance payment of rates and charges as levied or established by the Contractor.

#### BOOKS, RECORDS, AND REPORTS

20. The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the Contractor's financial transactions; water supply data; and project land and rights-of-way use agreements;; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this Contract.

#### CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

21. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any

obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

#### ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

22. The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

#### OFFICIALS NOT TO BENEFIT

23. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

#### CHANGES IN CONTRACTOR'S ORGANIZATION

24. While this Contract is in effect, no change may be made in the Contractor's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

#### NOTICES

25. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to Bureau of Reclamation, South-Central California Area Office, 1243 "N" Street, Fresno, California 93721, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Trustees of Delta Lands Reclamation District No. 770, Post Office Box 877, Corcoran, California 93212. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

#### INCORPORATION OF EXHIBITS

26. Exhibits A through D are attached hereto and incorporated herein.

#### CONTRACT DRAFTING CONSIDERATIONS

27. The articles or any portions thereof in this Contract that are double-spaced have been drafted, negotiated, and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains, and no one party shall be considered to have drafted the stated articles.

581 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year  
582 first above written.

583 UNITED STATES OF AMERICA

584 By: \_\_\_\_\_  
585 Regional Director  
586 Mid-Pacific Region  
587 Bureau of Reclamation

(SEAL) DELTA LANDS RECLAMATION DISTRICT NO. 770

588 By: \_\_\_\_\_  
589 President of the Board of Directors

590 Attest:

591 By: \_\_\_\_\_  
Secretary of the Board of Directors

Temporary Warren Act Contract – Year 2010 - 2011  
Contract No. 10-WC-20-4063

**EXHIBIT A**  
**DELTA LANDS RECLAMATION DISTRICT NO. 770**  
**CONTRACTOR'S BOUNDARY MAP**



# Delta Lands Reclamation District No. 770

Contract No. 10-WC-20-4063

Exhibit A



Contractor's Service Area

Date: May 10, 2010

File Name: N:\AuburnLandAcquisitionProgram\ArcMap\RedDist770.mxd

0 0.5 1 2 3 4 5 Miles



1785-202-52

**EXHIBIT B**  
**DELTA LANDS RECLAMATION DISTRICT NO. 770**  
**YEAR 2010 CONVEYANCE RATES**  
**(Per Acre-Foot)**

<b>Cost Component</b>	<b>(1) M&amp;I Cost of Service</b>
<b>Water Marketing</b>	\$ 3.20
<b>Conveyance</b>	
O&M	*
Capital	\$ 6.46
<b>Other Cost</b>	\$ 2.40
<b>Total:</b>	\$12.06
<p>(1) The M&amp;I Cost of Service Rate is the Contractor's rate to introduce Non-Project Water as defined in Exhibit C into Friant Division facilities.</p> <p>*Conveyance operation and maintenance costs were removed for ratesetting purposes and are billed directly by the Operating Non-Federal Entity.</p>	

**Additional details of rate components are available on the Internet at**  
**[www.mp.usbr.gov/cvpwaterrates/](http://www.mp.usbr.gov/cvpwaterrates/)**

**EXHIBIT C**  
**SOURCE(S) OF DELTA LANDS RECLAMATION DISTRICT NO. 770**  
**NON-PROJECT WATER**

The Non-Project Water conveyed pursuant to this Contract will be potentially damaging flood flows diverted by the Contractor from one or more of the following sources:

1. From the Kings River at Milepost 29.10 of the Friant-Kern Canal
2. From the Tule River at Milepost 95.67 of the Friant-Kern Canal
3. From the St. John's River (a channel of the Kaweah River) at Milepost 69.45 of the Friant-Kern Canal

Following are Exhibits C-1 through C-4. Exhibit C-1 is the acknowledgement letter from the Kings River Water Association that addresses the introduction of damaging floodwaters from the Kings River water into the Friant-Kern Canal. Exhibit C-2 is the acknowledgement letter from the Tule River Association that addresses unusable, potentially damaging floodwaters from the Tule River into the Friant-Kern Canal. Exhibit C-3 is the acknowledgement letter from the Kaweah and St. Johns Rivers Association which addresses the introduction of Non-Project Water from the St. John's River into the Friant-Kern Canal through September 30, 2010. If the Contractor wants to introduce Non-Project Water from the St. John's River into the Friant-Kern Canal after September 30, 2010, the Contractor shall submit to the Contracting Officer and the Operating Non-Federal Entity an updated letter(s) for the introduction of Non-Project Water from the St. John's River for the period October 1, 2010 through May 31, 2011. Without this additional documentation, the Contracting Officer will not allow the continued introduction of St. John's River Non-Project Water into the Friant-Kern Canal. Exhibit C-4 is the acknowledgement letter from the Kern River Watermaster that addresses the discharge of potentially damaging floodwaters into the Kern River.

## EXHIBIT C-1

# KINGS RIVER WATER ASSOCIATION

### OFFICERS

FRANK ZONNEVELD  
CHAIRMAN

JEFF NEELY  
VICE-CHAIRMAN

ROBERT NIELSEN, JR.  
SECRETARY-TREASURER

STEVEN HAUGEN  
WATERMASTER,  
ASSISTANT SECRETARY-  
TREASURER

GARY W. SAWYERS  
ATTORNEY

JAMES PROVOST  
CONSULTANT ENGINEER

4888 EAST JENSEN AVENUE  
FRESNO, CALIFORNIA 93725  
TELEPHONE (559) 200-0707  
FAX (559) 200-3919

May 13, 2010

### EXECUTIVE COMMITTEE

FRANK ZONNEVELD  
CHAIRMAN

JEFF NEELY  
VICE-CHAIRMAN

JERRY HALFORD  
ALTA I.D.

ROBERT NIELSEN, JR.  
CONSOLIDATED I.D.

GEORGE PORTER  
FRESNO I.D.

GENE POSTUPACK  
KINGS CO. UNITS

MARK MCKEAN  
NORTH FORK AREA

TOM HURLBUTT  
TULARE LAKE AREA

Mr. Michael Jackson  
U.S. Bureau of Reclamation  
1243 N Street  
Fresno, California 93721

Re: Floodwater Diversion Program

Dear Mr. Jackson:

This letter is written to confirm that the Kings River Water Association, on behalf of the water rights holders on the Kings River, does not object to the Delta Lands Reclamation District #770 floodwater diversion program in which damaging floodwaters on the Kings River are pumped into the Friant-Kern Canal. We recognize that the water diverted into the Canal would otherwise cause damage to lands in the Tulare Lakebed.

We will monitor the operations of the diversion pumps on the Kings River and will notify you if we believe that Delta Lands Reclamation District #770 proposes to divert any Kings River water that would not be damaging floodwater. If we make that determination, we will ask that you not accept any non-damaging water into the Friant-Kern Canal.

Yours very truly,

  
Steven Haugen  
Watermaster

SH:pl

cc: Delta Lands Reclamation District #770  
Valerie Curley, USBR  
Gary W. Sawyers, Esq.

THE ASSOCIATION IS A SERVICE ORGANIZATION OF DISTRICTS AND COOPERATING EMBRACING AN AREA OF 1,100,000 ACRES. ITS PURPOSES ARE TO ORGANIZE THE KINGS RIVER INLAND DRAINAGE WITH A SCHEDULE VOLUMETRIC AGREED UPON AND TO HAVE AND PROTECT THE RIGHTS OF ITS MEMBERS.

## EXHIBIT C-2



SECRETARY-WATERMASTER  
CLINT L. SCHAFER  
4728FF 425-2155  
TULE RIVER WATER COMPANY  
KAROL E. H. BRIDGES DIST. 01  
FOR TULE RIVER IRRIGATION DIST. 01  
LOWER TULE RIVER IRRIGATION DIST. 01  
STANBURN RIVER IRRIGATION DIST. 01

January 21, 2010

Bureau of Reclamation  
1243 N Street  
Fresno, CA 93721  
Attn: Mr. Michael Jackson, Area Manager

Re: Tule River Flood Water Diversions to Friant-Kern Canal

Dear Mr. Jackson:

The Tule River Association, the directors of which represent the holders of Pre-1914 water rights of the Tule River at and below Success Reservoir, passed a resolution in the regular board meeting of December 10, 1997, a certified copy is attached for reference, that allows without objection the diversion of unusable potentially damaging flood waters, pre-1914 water right holders water below Turnbull Weir, of the Tule River into the Friant-Kern Canal, subject to certain conditions set forth therein. The Tule River Association, with authorities established by the Association's 1965 Organization Agreement authorizes the watermaster, acting on behalf of the board of directors, to regulate diversions of the non-project water, pre-1914 water right holders water below Turnbull Weir, in the Friant-Kern Canal, and authorizes the transmittal of this letter and said resolution to the Bureau of Reclamation.

Under California law, Water Code Section 1706, pre-1914 water rights holders may change the point of diversion, place of use or purpose of use (including storage for later use) provided others are not injured by such change. The proposed change in point of diversion in the Friant-Kern Canal, conveyance in the Friant-Kern Canal, and change in place of use to include Friant Division Contractors, of waters of pre-1914 water right holders below Turnbull Weir, would not cause injury to other water users on Tule River as determined by the watermaster.

The Tule River Association has not modified its position of not objecting to the pumping of Pre-1914 Tule River water rights below Turnbull Weir into the Friant-Kern Canal when such waters would otherwise cause damage in the Tulare Lakebed since adoption of the 1997 resolution.

As set forth in the resolution, the diversion of Tule River flood waters into the Friant-Kern Canal must be coordinated with the Tule River Watermaster/Lower Tule River Irrigation District. All such diversions shall be monitored with the daily flow recorded by Delta Lands Reclamation District No. 770 and submitted to the Tule River Watermaster.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R.L. Schafer'.

R.L. Schafer  
Watermaster/Secretary

RLS/mep

Enclosure

cc: Bureau of Reclamation  
Barbara Hildeburg  
Sheryl Carter  
Delta Lands Reclamation District No. 770, Attn: Walter Bricker

## EXHIBIT C-3

### KAWEAH & ST. JOHNS RIVERS ASSOCIATION

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Since 1974

February 10, 2010

Michael Jackson  
United States Department of Interior  
Bureau of Reclamation  
South – Central California Area Office  
1243 "N" Street  
Fresno, California 93721-1813

Dear Mr. Jackson:

This letter is written, at the request of Delta Lands Reclamation District No. 770, to provide written documentation of the Kaweah & St. Johns Rivers Association's policy regarding the pumping of potentially damaging flood water from the Kaweah River System into the Friant-Kern Canal for the remainder of the current water year ending September 30, 2010. The Association Board of Directors, which represents the holders of pre-1914 water rights on the Kaweah and St. Johns Rivers at and below Terminus Reservoir, has authorized me, as Watermaster, with authorities established by the Association's 1974 Kaweah and St. Johns Rivers Association Agreement, to transmit this letter to the Bureau of Reclamation.

The Association has a policy, which provides that water to which the Member Units of its Association are entitled shall be utilized only within the Kaweah River hydrologic surface boundary. However, such water that is considered potentially damaging flood water has been allowed to be rerouted outside these boundaries solely for flood control purposes without objection.

It is my understanding that Delta Lands Reclamation District No. 770 has entered into an agreement whereby potentially damaging floodwater will be conveyed to it by a member(s) of the Association having a valid right to divert such water to reasonable and beneficial use. Delta Lands intends to take delivery of such water from such Association member(s) by pumping it into the Friant Kern Canal for ultimate delivery to Friant Division contractors, at mutually agreeable times and quantities. With this understanding, and consistent with the above noted policies, I am able to confirm that:

- 1) The proposed delivery of water to Friant Division contractors in this manner will be considered to be a diversion that is consistent with one or more pre-1914 appropriative water rights of an Association member;
- 2) I, as the Watermaster, have been given authority under the Association's 1974 Kaweah and St. Johns Rivers Association Agreement, to regulate diversions of water under the various pre-1914 appropriative water rights of the Association members;

- 3) The proposed change in point of diversion of water under a valid pre-1914 appropriative right for conveyance into Friant Division Project facilities, and the proposed change in place of use of that water for ultimate beneficial use by Friant Division contractors, is authorized, and in my opinion, there will be no legal injury to another water user. Further the pre-1914 appropriative water rights being relied upon for such diversion are sufficient in quantity and seasonality to support these proposed changes. The basis for my opinion is my review of the proposed transferee's water rights as set forth in Association schedules attached to the aforementioned Association Agreement, and the anticipated hydrologic conditions under which the subject diversion is being contemplated.

As has been required in the past, any diversions of water that is subject to Pre-1914 appropriative rights from the Kaweah River System are to be coordinated with the Watermaster as to notice, timing and magnitude of diversions.

In addition, copies of any documents, such as contracts, licenses, and diversion records, which pertain to the facilities or diversions that impact the Kaweah River System, are to be provided to the Association in a timely manner.

As in previous years, this opinion is based on a review and understanding of the proposed activities that are pertinent to the 2010 water year only, and is subject to change in subsequent years.

Sincerely,



Mark Larsen  
Watermaster

BG:kh

cc: Delta Lands Reclamation District No. 770  
Sheryl Carter, Bureau of Reclamation  
Valerie Curley, Bureau of Reclamation  
Kaweah & St. Johns Rivers Association Board of Directors  
Alex M. Peltzer, Esquire

## EXHIBIT C-4

### KERN RIVER WATERMASTER

33380 Cawelo Avenue  
Bakersfield, CA 93308-9575  
Telephone (661) 393-2696

RECEIVED  
BUREAU OF RECLAMATION  
FRESNO, CA  
200 JAN 25 P 1:03

January 21, 2010

P.O. Box 81435  
Bakersfield, CA 93380-1435  
Facsimile (661) 393-6854

Bureau of Reclamation  
South Central California Area Office  
1243 "N" Street  
Fresno, CA. 93721-1813

Attn: Mr. Michael Jackson, Acting Area Manager

Re: Delta Lands Reclamation District No. 770 Floodwater Disposal

Dear Mr. Jackson:

Delta Lands RD No. 770 has indicated that it anticipates a need to dispose of potentially damaging floodwater diverted from the Kaweah and Tule Rivers into the Friant-Kern Canal (FKC) system. I understand this water to be floodwater that will be diverted so as to reduce potential damages to lands within the area served by DLRD No. 770.

I also understand that the portions of the floodwater diverted into the FKC can be disposed of by discharging it into the Kern River at the terminus of the FKC. I have no objection to accepting the floodwater for disposition in the Kern river basin, provided that Delta Lands coordinates its operations with the Kern River Watermaster or designee on behalf of the water users, as it has in the past, and it is understood that I reserve the right (after providing reasonable notice to all parties sufficient to allow the disposition of water already in the FKC and destined for the Kern River) to decide acceptance of that water if Delta Lands fails to provide adequate coordination or conditions develop with local supplies that require termination of Delta Lands program. Further, it is my understanding that DLRD No. 770 has agreed to take responsibility for the safe disposal of the floodwater.

Please feel free to contact me if you have any questions.

Very truly yours,

*C.H. Williams*  
C.H. Williams  
Kern River Watermaster

Cc: Kern River Interests  
Walter Bricker, DLRD  
John Ryan, COR

CODE	ACTION	SURNAME & DATE
430		
440		
436		
100		
400		
101		
414		
DATE ACTION TAKEN 440		
COPIES TO		
Classification		
Project		
Control No.		
Folder ID.		
Date Input & initials		

Temporary Warren Act Contract – Year 2010 - 2011  
Contract No. 10-WC-20-4063

**EXHIBIT D**  
**Placeholder for the Quality Assurance Project Plan**

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**FINAL ENVIRONMENTAL ASSESSMENT**

*2010 WARREN ACT CONTRACT AND LICENSE FOR DELTA LANDS RECLAMATION  
DISTRICT 770*

**Appendix B**  
**Water Quality Requirements for use of the Friant-Kern Canal**

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June 2010

# RECLAMATION

*Managing Water in the West*

## **Policy for Accepting Non-Project Water into the Friant-Kern and Madera Canals Water Quality Monitoring Requirements**



Friant-Kern Canal in Tulare County (Credit: Ted Holzem, Mintier & Associates)



U.S. Department of the Interior  
Bureau of Reclamation  
Mid-Pacific Region

March 7, 2008

United States Bureau of Reclamation  
South-Central California Area Office  
and  
Friant Water Authority

Policy for Accepting Non-Project Water into the Friant-Kern and Madera Canals  
Water Quality Monitoring Requirements

This Policy describes the approval process, implementation procedures, and responsibilities of a Contractor requesting permission from the U.S. Bureau of Reclamation (Reclamation) to introduce non-project water into the Friant-Kern and Madera Canals, features of the Friant Division of the Central Valley Project (CVP). The monitoring requirements contained herein are intended to ensure that water quality is protected and that domestic and agricultural water users are not adversely impacted by the introduction of non-project water. The discharge of non-project water shall not in any way limit the ability of either Reclamation or the Friant Water Authority (Authority) to operate and maintain the Canals for their intended purposes nor shall it adversely impact existing contracts or any other agreements. The discharge of non-project water into the Canals will be permissible only when there is excess capacity in the system as determined by the Authority and or Reclamation.

The Contractor shall be responsible for securing other requisite Federal, State or local permits.

Reclamation, in cooperation with the Authority, will consider all proposals to convey non-project water based upon this Policy's water quality criteria and implementation procedures established in this document. Table 1 provides a summary of the Policy's water quality monitoring requirements.

This policy is subject to review and modification by Reclamation and the Authority. Reclamation and the Authority reserve the right to change the water quality monitoring requirements for any non-project water to be conveyed in the Friant-Kern and Madera Canals.

## **A. Types of Non-Project Water**

This policy recognizes three types of non-project water with distinct requirements for water quality monitoring.

### **1. "Type A" Non-Project Water**

Water for which analytical testing demonstrates complete compliance with California drinking water standards (Title 22)<sup>1</sup>, plus other constituents of concern recommended by the California Department of Health Services. Type A water must be tested every year for the full list of

---

1. Title 22. The Domestic Water Quality and Monitoring Regulations specified by the State of California Health and Safety Code (Sections 4010-4037), and Administrative Code (Sections 64401 et seq.), as amended.

constituents listed in Table 2. No in-prism (within the Canal) monitoring is required to convey Type A water.

## 2. **“Type B” Non-Project Water**

Water that generally complies with Title 22, but may exceed the Maximum Contaminant Level (MCL) for certain inorganic constituents of concern to be determined by Reclamation and the Authority on a case-by-case basis. This water may be discharged into the Canal over short-intervals. Type B water shall be tested every year for the full list of constituents in Table 2, and more frequently for the identified constituents of concern. Flood Water and Ground Water are Type B non-project water.

Type B water may not be pumped into the Friant-Kern Canal within a half-mile upstream of a delivery point to a CVP Municipal and Industrial contractor. At this time, there are no M & I Contractors served from the Madera Canal.

The introduction of Type B water into the Friant-Kern and Madera Canals will require regular in-prism monitoring to confirm that the CVP water delivered to downstream customers is suitable in quality for their needs. The location, frequency, and parameters of in-prism monitoring will be determined by Reclamation and the Authority on a case-by-case basis.

## 3. **“Type C” Non-Project Water**

Type C Water is non-project water that originates in the same source as CVP water but that has not been appropriated by the United States. For example, non-project water from a tributary within the upper San Joaquin River watershed, such as the Soquel Diversion from Willow Creek above Bass Lake, is Type C water. Another example is State Water Project water pumped from the California Aqueduct and Cross Valley Canal into the lower Friant-Kern Canal. No water quality analyses are required to convey Type C water through the Friant-Kern or Madera Canals because it is physically the same as Project water.

## **B. Authorization**

The Warren Act (Act of February 21, 1911, ch. 141, 36 Stat. 925), as supplemented by Section 305 of Public Law 102-250, authorizes Reclamation to contract for the carriage and storage of non-project water when excess capacity is available in Federal water facilities. The terms of this Policy are also based on the requirements of the Clean Water Act (33 U.S.C. 1251 et seq.), the Endangered Species Act of 1973 (P.L. 93-205), the National Environmental Policy Act of 1969 (NEPA, 42 U.S.C. 4321 et seq.), the Reclamation Act of 1902 (June 17, 1902 as amended), and the Safe Drinking Water Act of 1974 (P.L. 93-523, amended 1986) and Title XXIV of the Reclamation Projects Authorization and Adjustments Act of 1992 (P.L. 102-575, 106 Stat 4600).

## **C. General Requirements for Discharge of Non-Project Water**

### **1. Contract Requirements**

A Contractor wishing to discharge non-project water into the Friant-Kern or Madera Canals must first execute a contract with Reclamation. The contract may be negotiated with Reclamation's South Central California Area Office (SCCAO) in Fresno.

### **2. Facility Licensing**

Each non-project water discharge facility must be licensed by Reclamation and the Authority. The license for erection and maintenance of structures may be negotiated with the SCCAO.

### **3. Prohibition When the Canal is Empty**

Non-project shall not be conveyed in the Friant-Kern or Madera Canals during periods when the canal is de-watered for maintenance.

## **D. Non-Project Discharge, Water Quality, and Monitoring Program Requirements**

### **1. General Discharge Approval Requirements**

Each source of non-project water must be correctly sampled, completely analyzed, and be approved by Reclamation prior to introduction into the Friant-Kern or Madera Canals. The Contractor shall pay the cost of collection and analyses of the non-project water required under this policy<sup>2</sup>.

### **2. Water Quality Sampling and Analyses**

Each source of Type A and B non-project water must be tested every year for the complete list of constituents of concern and bacterial organisms listed in Table 2. The analytical laboratory must be approved by Reclamation (Table 3).

### **3. Water Quality Reporting Requirements**

Water quality analytical results must be reported to the Contracting Officer for review.

### **4. Type B Water Quality Monitoring**

Reclamation will provide a Quality Assurance Project Plan (QAPP) that will describe the protocols and methods for sampling and analysis of Type B non-project water.

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2. Reclamation will pay for the collection and analyses of quarterly baseline samples collected at Friant Dam and Lake Woolomes.

The program may include sampling of canal water upstream and downstream of the Contractor's discharge point into the Friant-Kern or Madera Canal. The location of samples, and the duration and frequency of sampling, and the list of constituents to be analyzed, may be changed upon review of measured trends in concentration of those constituents of concern.

#### **E. Control of Water Quality in the Friant Division**

The quality of CVP water will be considered impaired if the conveyance of the Contractor's non-project water is causing the quality of CVP water to exceed a maximum contaminant level specified in Title 22 (Table 2).

Reclamation, in consultation with the Authority, will direct the Contractor to stop the discharge of non-project water from this source into the Friant-Kern or Madera Canal.

#### **F. Baseline Water Quality Analysis**

Every four months, Reclamation will collect samples of water from the Friant-Kern Canal near Friant Dam and near Lake Woolomes. These samples will be analyzed for Title 22 and many other constituents. The purpose of these samples is to identify the baseline quality of water in the canal. No direct analysis within the Madera Canal will be conducted at this time.

The cost of this analysis will be borne by Reclamation under the CVP Baseline water quality monitoring program.

#### **G. Water Quality Data Review and Management**

All water quality data must be sent to Reclamation for review, verification, and approval. All water quality data will be entered into a database to be maintained by Reclamation. All field notes and laboratory water quality analytical reports will be kept by the Authority. All water quality data will be available upon request to the Contractor and other interested parties.

## Definitions

### CVP or Project water

Water that has been appropriated by the United States for the Friant Division of the CVP. The source of Project water in the Friant Division is the San Joaquin River watershed.

### Non-project water

Water that has not been appropriated by the United States for the Friant Division of the CVP. This includes groundwater, and surface water from other streams and rivers that cross the Friant-Kern and Madera Canals, such as Wutchumna Ditch.

### Maximum Contaminant Level

Usually reported in milligrams per liter (parts per million) or micrograms per liter (parts per billion).

### Non-project discharge system

The pipe and pumps from which non-project water enters the Friant Division.

### Title 22

The Domestic Water Quality and Monitoring Regulations specified by the State of California Health and Safety Code (Sections 4010-4037), and Administrative Code (Sections 64401 et seq.), as amended.

### Type A water

This is non-project water that meets California drinking water standards. This water must be tested every year for the full list of Title 22 constituents. No in-stream monitoring is required to convey Type A water in the Friant Division.

### Type B water

This is non-project water that has constituents that may exceed the California drinking water standards. This water must be tested every year for the full list of Title 22 constituents, plus annually for constituents of concern. Field monitoring is required of each source and of water upstream and downstream of the discharge point.

### Type C water

This is non-project water from the same watershed as Project water that has not been appropriated by the United States for the Central Valley Project. Water from Soquel Creek diversion or the State Water Project are Type C water. No water quality analyses are required to convey this water in the Friant-Kern Canal.

Table 1. Water Quality Monitoring Requirements in the Friant Division

Table 2. Title 22 California Drinking Water Standards

Table 3. List of Labs Approved by Reclamation

Table 1. Water Quality Monitoring Requirements - Friant Division, Central Valley Project

Type of Water	Location	How often will a sample be collected?	What will be measured in the water?	Who will collect samples?
Project Water	Friant	January, April, June, October	Title 22 and bacterial constituents (1) (2)	Reclamation, MP-157
	Lake Woolomes	January, April, June, October	Title 22 and bacterial constituents (1) (2)	Reclamation, MP-157
Type A Non-Project Water		Every year	Title 22 and bacterial constituents (1) (2)	Contractor
Type B Non-Project Water		Every year	Title 22 and bacterial constituents (1) (2)	Contractor
		Every month (5)	Constituents of concern (5)	Contractor
		Every week (5)	EC, turbidity, etc.(3) (5)	Friant Water Authority
Type C Non-Project Water		None required		
Project water	Upstream of each Type B discharge (4)	Every week (5)	EC, turbidity, etc.(3) (5)	Friant Water Authority
	Downstream of each Type B discharge (4)	Every week (5)	EC, turbidity, etc.(3) (5)	Friant Water Authority

Notes:

(1) California Department of Health Services, California Code of Regulations, Title 22, Division 4, Chapter 15, Domestic Water Quality and Monitoring, [http://www.dhs.ca.gov/ps/ddwem/publications/Regulations/regulations\\_index.htm](http://www.dhs.ca.gov/ps/ddwem/publications/Regulations/regulations_index.htm).

(2) Cryptosporidium, Giardia, total coliform bacteria

(3) Field measurements.

(4) Location to be determined by the Contracting Officer

(5) To be determined by the Contracting Officer, if necessary.

This water quality monitoring program is subject to change at any time by the Contracting Officer.

Revised: 08/16/2007 SCC-107

U.S. Bureau of Reclamation  
 Friant Water Authority  
 Friant Division, California  
 Water Quality Monitoring Requirements

Table 2a. Water Quality Constituents

CONSTITUENT OR PARAMETER	Units	Recommended Method	California DHS Maximum Contaminant Level		CAS Registry Number
<b>Primary Constituents (CCR § 64431)</b>					
Aluminum	µg/L	EPA 200.7	1,000	1	7429-90-5
Antimony	µg/L	EPA 200.8	6	1	7440-36-0
Arsenic	µg/L	EPA 200.8	10	16	7440-38-2
Asbestos	MFL > 10µm	EPA 100.2	7	1	1332-21-4
Barium	µg/L	EPA 200.7	1,000	1	7440-39-3
Beryllium	µg/L	EPA 200.7	4	1	7440-41-7
Cadmium	µg/L	EPA 200.7	5	1	7440-43-9
Chromium	µg/L	EPA 200.7	50	1	7440-47-3
Cyanide	µg/L	EPA 335.4	150	1	57-12-5
Fluoride	mg/L	EPA 300.1	2	1	16984-48-8
Mercury (inorganic)	µg/L	EPA 245.1	2	1	7439-97-6
Nickel	µg/L	EPA 200.7	100	1	7440-02-0
Nitrate (as NO <sub>3</sub> )	mg/L	EPA 300.1	45	1	7727-37-9
Total Nitrate + Nitrite (as Nitrogen)	mg/L	EPA 353.2	10	1	
Nitrite (as Nitrogen)	mg/L	EPA 300.1	1	1	14797-65-0
Selenium	µg/L	EPA 200.8	50	1	7782-49-2
Thallium	µg/L	EPA 200.8	2	1	7440-28-0
<b>Secondary Constituents (CCR § 64449)</b>					
Aluminum	µg/L	EPA 200.7	200	6	7429-90-5
Chloride	mg/L	EPA 300.1	250/500/600	7	16887-00-6
Color	units	SM 2120 B	15	6	
Copper	µg/L	EPA 200.7	1,000	6	7440-50-8
Foaming agents (MBAS)	mg/L	SM 5540 C	0.5	6	
Iron	µg/L	EPA 200.7	300	6	7439-89-6
Manganese	µg/L	EPA 200.7	50	6	7439-96-5
Methyl-tert-butyl ether (MtBE)	µg/L	EPA 524.2	5	6	1634-04-4
Odor - Threshold	threshold units	SM 2150 B	3	6	
Silver	µg/L	EPA 200.7	100	6	7440-22-4
Specific conductance (EC)	µS/cm	SM 2510 B	900/1600/2200	7	
Sulfate	mg/L	EPA 300.1	250/500/600	7	14808-79-8
Thiobencarb	µg/L	EPA 525.2	1	6	28249-77-6
Total dissolved solids (TDS)	mg/L	SM 2540 C	500/1000/1500	7	
Turbidity	NTU	EPA 180.1	5	6	
Zinc	mg/L	EPA 200.7	5	6	7440-66-6

Table 2a. Water Quality Constituents

CONSTITUENT OR PARAMETER		Units	Recommended Method	California DHS Maximum Contaminant Level	CAS Registry Number
Other required analyses (CCR § 64449 (b)(2); CCR § 64670)					
Bicarbonate	mg/L	SM 2320B		8	
Calcium	mg/L	SM3111B		8,12	7440-70-2
Carbonate	mg/L	SM 2320B		8	
Copper	mg/L	EPA 200.7	1.3	14	7440-50-8
Hardness	mg/L	SM 2340 B		8	
Hydroxide alkalinity	mg/L	SM 2320B		8,12	
Lead	mg/L	EPA 200.8	0.015	14	7439-92-1
Magnesium	mg/L	EPA 200.7		8	7439-95-4
Orthophosphate	mg/L	EPA 365.1		12	
pH	units	EPA 150.1		8,12	
Silica	mg/L	EPA 200.7		12	
Sodium	mg/L	EPA 200.7		8	7440-23-5
Temperature	degrees C	SM 2550		12	
Radiochemistry (CCR § 64442)					
Radioactivity, Gross Alpha	pCi/L	SM 7110C		15 3	
Microbiology					
Cryptosporidium	org/liter		No MCL, measure for presence (surface water only)		
Fecal Coliform	MPN/100ml		No MCL, measure for presence (surface water only)		
Giardia	org/liter		No MCL, measure for presence (surface water only)		
Total Coliform bacteria	MPN/100ml		No MCL, measure for presence (surface water only)		
Organic Constituents (CCR § 64444)					
EPA 504.1 method					
Dibromochloropropane (DBCP)	µg/L	EPA 504.1		0.2 4	96-12-8
Ethylene dibromide (EDB)	µg/L	EPA 504.1		0.05 4	206-93-4
EPA 505					
Chlordane	µg/L	EPA 505		0.1 4	57-74-9
Endrin	µg/L	EPA 505		2 4	72-20-8
Heptachlor	µg/L	EPA 505		0.01 4	76-44-8
Heptachlor epoxide	µg/L	EPA 505		0.01 4	1024-57-3
Hexachlorobenzene	µg/L	EPA 505		1 4	118-74-1
Hexachlorocyclopentadiene	µg/L	EPA 505		50 4	77-47-4
Lindane (gamma-BHC)	µg/L	EPA 505		0.2 4	58-89-9
Methoxychlor	µg/L	EPA 505		30 4	72-43-5
Polychlorinated biphenyls	µg/L	EPA 505		0.5 4	1336-36-3
Toxaphene	µg/L	EPA 505		3 4	8001-35-2
EPA 508 Method					
Alachlor	µg/L	EPA 508.1		2 4	15972-60-8
Atrazine	µg/L	EPA 508.1		1 4	1912-24-9
Simazine	µg/L	EPA 508.1		4 4	122-34-9

Table 2a. Water Quality Constituents

CONSTITUENT OR PARAMETER	Units	Recommended Method	California DHS Maximum Contaminant Level		CAS Registry Number
<b>EPA 515.3 Method</b>					
Bentazon	µg/L	EPA 515	18	4	25057-89-0
2,4-D	µg/L	EPA 515.1-4	70	4	94-75-7
Dalapon	µg/L	EPA 515.1-4	200	4	75-99-0
Dinoseb	µg/L	EPA 515.1-4	7	4	88-85-7
Pentachlorophenol	µg/L	EPA 515.1-4	1	4	87-86-5
Picloram	µg/L	EPA 515.1-4	500	4	1918-02-1
2,4,5-TP (Silvex)	µg/L	EPA 515.1-4	50	4	93-72-1
<b>EPA 524.2 Method (Volatile Organic Chemicals)</b>					
Benzene	µg/L	EPA 524.2	1	4	71-43-2
Carbon tetrachloride	µg/L	EPA 524.2	0.5	4	56-23-5
1,2-Dibromomethane	µg/L	EPA 524.2	0.05		106-93-4
1,2-Dichlorobenzene	µg/L	EPA 524.2	600	4	95-50-1
1,4-Dichlorobenzene	µg/L	EPA 524.2	5	4	106-46-7
1,1-Dichloroethane	µg/L	EPA 524.2	5	4	75-34-3
1,2-Dichloroethane	µg/L	EPA 524.2	0.5	4	107-06-2
1,1-Dichloroethylene	µg/L	EPA 524.2	6	4	75-35-4
cis-1,2-Dichloroethylene	µg/L	EPA 524.2	6	4	156-59-2
trans-1,2-Dichloroethylene	µg/L	EPA 524.2	10	4	156-60-5
Dichloromethane	µg/L	EPA 524.2	5	4	75-09-2
1,2-Dichloropropane	µg/L	EPA 524.2	5	4	78-87-5
1,3-Dichloropropene	µg/L	EPA 524.2	0.5	4	542-75-6
Ethylbenzene	µg/L	EPA 524.2	300	4	100-41-4
Methyl-tert-butyl ether (MtBE)	µg/L	EPA 524.2	13	4	1634-04-4
Monochlorobenzene	µg/L	EPA 524.2	70	4	108-90-7
Styrene	µg/L	EPA 524.2	100	4	100-42-5
1,1,2,2-Tetrachloroethane	µg/L	EPA 524.2	1	4	79-34-5
Tetrachloroethylene (PCE)	µg/L	EPA 524.2	5	4	127-18-4
Toluene	µg/L	EPA 524.2	150	4	108-88-3
1,2,4-Trichlorobenzene	µg/L	EPA 524.2	5	4	120-82-1
1,1,1-Trichloroethane	µg/L	EPA 524.2	200	4	71-55-6
1,1,2-Trichloroethane	µg/L	EPA 524.2	5	4	79-00-5
Trichloroethylene (TCE)	µg/L	EPA 524.2	5	4	79-01-6
Trichlorofluoromethane	µg/L	EPA 524.2	150	4	75-69-4
1,1,2-Trichloro-1,2,2-trifluoroethane	µg/L	EPA 524.2	1,200	4	76-13-1
Total Trihalomethanes	ug/L	EPA 524.2	80	10	
Vinyl chloride	µg/L	EPA 524.2	0.5	4	75-01-4
Xylene(s)	µg/L	EPA 524.2	1,750	4	1330-20-7
<b>EPA 525.2 Method</b>					
Benzo(a)pyrene	µg/L	EPA 525.2	0.2	4	50-32-8
Di(2-ethylhexyl)adipate	µg/L	EPA 525.2	400	4	103-23-1
Di(2-ethylhexyl)phthalate	µg/L	EPA 525.2	4	4	117-81-7
Molinate	µg/L	EPA 525.2	20	4	2212-67-1
Thiobencarb	µg/L	EPA 525.2	70	4	28249-77-6
<b>EPA 531.1 Method</b>					
Carbofuran	µg/L	EPA 531.1-2	18	4	1563-66-2
Oxamyl	µg/L	EPA 531.1-2	50	4	23135-22-0

**Table 2a. Water Quality Constituents**

CONSTITUENT OR PARAMETER	Units	Recommended Method	California DHS Maximum Contaminant Level		CAS Registry Number
<b>EPA 547 Method</b>					
Glyphosate	µg/L	EPA 547	700	4	1071-83-6
<b>EPA 548.1 Method</b>					
Endothal	µg/L	EPA 548.1	100	4	145-73-3
<b>EPA 549.2 Method</b>					
Diquat	µg/L	EPA 549.2	20	4	85-00-7
<b>EPA 613 Method</b>					
2,3,7,8-TCDD (Dioxin)	µg/L	EPA 1613	0.00003	4	1746-01-6

**Source Data:**

Adapted from Marshack, Jon B. August 2003. A Compilation of Water Quality Goals. Prepared for the California Environmental Protection Agency, Regional Water Quality Control Board.

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Table 2b. Unregulated Chemicals (CCR § 64450)

			California Department of Health Services				CAS
CONSTITUENT OR PARAMETER	Units	Recommended Method	Notification Level		Response Level	Registry Number	
Boron	mg/L	EPA 200.7	1	9, 17	10	7440-42-8	
n-Butylbenzene	µg/L	EPA 524.2	260	17	2,600	104-51-8	
sec-Butylbenzene	µg/L	EPA 524.2	260	17	2,600	135-98-8	
tert-Butylbenzene	µg/L	EPA 524.2	260	17	2,600	98-06-6	
Carbon disulfide	µg/L		160	17	1,600		
Chlorate	µg/L	EPA 300.1	0.8	17	8		
2-Chlorotoluene	µg/L	EPA 524.2	140	17	1,400	95-49-8	
4-Chlorotoluene	µg/L	EPA 524.2	140	17	1,400	106-43-4	
Dichlorofluoromethane (Freon 12)	µg/L	EPA 524.2	1,000	9,17	10,000	75-43-4	
1,4-Dioxane	µg/L	SM 8270	3	17	300	123-91-1	
Ethylene glycol	µg/L	SM 8015	1,400	17	14,000	107-21-1	
Formaldehyde	µg/L	SM 6252	100	17	1,000	50-00-0	
n-Propylbenzene	µg/L		260	17	2,600		
HMX	µg/L	SM 8330	350	17	3,500	2691-41-0	
Isopropylbenzene	µg/L		770	17	7,700		
Manganese	mg/L		1	17	5		
Methyl isobutyl ketone	µg/L		120	17	1,200		
Napthalene	µg/L	EPA 524.2	17	17	170	91-20-3	
n-nitrosodiethylamine (NDEA)	µg/L	1625	0.01	17	0.1		
n-nitrosodimethylamine (NDMA)	µg/L	1625	0.01	17	0.2		
n-nitroso-n-propylamine (NDPA)	µg/L	1625	0.01	17	0.5		
Perchlorate	µg/L	EPA 314	6	9, 17	60	13477-36-6	
Propachlor	µg/L	EPA 507 or 525	90	17	900	1918-16-7	
p-Isopropyltoluene	µg/L	EPA 524.2	770	17	7,700	99-87-6	
RDX	µg/L	SM 8330	0.30	17	30	121-82-4	
tert-Butyl alcohol (ethanol)	µg/L	EPA 524.2	12	9,17	1,200	75-65-0	
1,2,3-Trichloropropane (TCP)	ug/L	EPA 524.2	0.005	9,17	0.5	96-18-4	
1,2,4-Trimethylbenzene	µg/L	EPA 524.2	330	17	3,300	95-63-6	
1,3,5-Trimethylbenzene	µg/L	EPA 524.2	330	17	3,300	95-63-6	
2,4,6-Trinitrotoluene (TNT)	µg/L	SM 8330	1	17	100		
Vanadium	mg/L	EPA 286.1	0.05	9,17	0.5	7440-62-2	

Revised: 05/17/2007

**U.S. Bureau of Reclamation  
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**Notes for Tables 2a and 2b**

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Title 22. California Code of Regulations, California Safe Drinking Water Act and Related Laws and Regulations. February 2007.  
<http://www.dhs.ca.gov/ps/ddwem/publications/lawbook/PDFs/dwregulations-02-06-07.pdf>

- [1] Table 64431-A. Maximum Contaminant Levels, Inorganic Chemicals
- [2] Table 64432-A. Detection Limits for Purpose of Reporting (DLRs) for Regulated Inorganic Chemicals
- [3] Table 64442. Radionuclide Maximum contaminant Levels (MCLs) and Detection Levels for Reporting (DLRs)
- [4] Table 64444-A. Maximum Contaminant Levels Organic Chemicals
- [5] Table 64445.1-A. Detection Limits for Reporting (DLRs) for Regulated Organic Chemicals
- [6] Table 64449-A. Secondary Maximum Contaminant Levels "Consumer Acceptance Levels"
- [7] Table 64449-B. Secondary Maximum Contaminant Levels "Consumer Acceptance Levels"
- [8] § 64449(b)(2)
- [9] Table 64450. Unregulated Chemicals
- [10] Appendix 64481-A. Typical Origins of Contaminants with Primary MCLs
- [11] Table 64533-A. Maximum Contaminant Levels and Detection Limits for Reporting Disinfection Byproducts
- [12] § 64670.(c)
- [13] Table 64678-A. DLRs for Lead and Copper
- [14] § 64678 (d)
- [15] § 64678 (e)
- [16] New Federal standard as of 1/23/2006
- [17] Dept Health Services Drinkig Water Notification Levels (June 2006)

# RECLAMATION

*Managing Water in the West*

Table 3. Approved Laboratory List for the Mid-Pacific Region Environmental Monitoring Branch (MP-157)

<b>Basic Laboratory</b>	<b><u>Address</u></b>	2218 Railroad Avenue Redding, CA 96001 USA
	<b><u>Contact</u></b>	Nathan Hawley, Melissa Hawley, Ricky Jensen
	<b><u>P/F</u></b>	(530) 243-7234 / (530) 243-7494
	<b><u>Email</u></b>	nhawley@basiclab.com (QAO), mhawley@basiclab.com (PM), jcady@basiclab.com (quotes), poilar@basiclab.com (sample custody), khawley@basiclab.com (sample custody)
	<b><u>CC Info</u></b>	nhawley@basiclab.com, jcady@basiclab.com (sample custody)
	<b><u>Methods</u></b>	<i>Approved only for inorganic parameters (metals, general chemistry)</i>
<b>BioVir Analytical Laboratories</b>	<b><u>Address</u></b>	685 Stone Road Unit 6 Benicia, CA 94510 USA
	<b><u>Contact</u></b>	Rick Danielson, Lab Director
	<b><u>P/F</u></b>	(707) 747-5906 / (707) 747-1751
	<b><u>Email</u></b>	red@biovir.com, csj@biovir.com, lb@biovir.com, QAO Jim Truscott jrt@biovir.com
	<b><u>Methods</u></b>	<i>Approved for all biological and pathogenic parameters</i>
<b>Block Environmental Services</b>	<b><u>Address</u></b>	2451 Estand Way Pleasant Hill, CA 94523 USA
	<b><u>Contact</u></b>	David Block
	<b><u>P/F</u></b>	(925) 682-7200 / (925) 686-0399
	<b><u>Email</u></b>	dblock@blockenviron.com
	<b><u>Methods</u></b>	<i>Approved for Toxicity Testing.</i>
<b>California Laboratory Services</b>	<b><u>Address</u></b>	3249 Fitzgerald Road Rancho Cordova, CA 95742
	<b><u>Contact</u></b>	Raymond Osowski
	<b><u>P/F</u></b>	(916) 638-7301 / (916) 638-4510
	<b><u>Email</u></b>	rayo@californialab.com
	<b><u>Methods</u></b>	<i>Approved for Chromium VI</i>
<b>Caltest Analytical Laboratory</b>	<b><u>Address</u></b>	1885 North Kelly Road Napa, CA 94558
	<b><u>Contact</u></b>	Bill Svoboda, Project Manager x29
	<b><u>P/F</u></b>	(707) 258-4000 / (707) 226-1001
	<b><u>Email</u></b>	bsvoboda@caltestlab.com
	<b><u>Methods</u></b>	<i>Approved for all inorganic parameters and biological parameters</i>
<b>Columbia Environmental Resource Center</b>	<b><u>Address</u></b>	4200 New Haven Road Columbia, MO 65201 USA
	<b><u>Contact</u></b>	Tom May, Research Chemist
	<b><u>P/F</u></b>	(573) 876-1858 / (573) 876-1896
	<b><u>Email</u></b>	tmay@usgs.gov
	<b><u>Methods</u></b>	<i>Approved for mercury in biological tissue</i>
<b>Data Chem Laboratories</b>	<b><u>Address</u></b>	960 West LeVoy Drive Salt Lake City, UT 84123-2547 USA
	<b><u>Contact</u></b>	Bob DiRienzo, Kevin Griffiths-Project Manager, Rand Potter - Project Manager, asbestos
	<b><u>P/F</u></b>	(801) 266-7700 / (801) 268-9992
	<b><u>Email</u></b>	griffiths@datachem.com, Potter@datachem.com Invoicing: (Justin) pate@datachem.com
	<b><u>Methods</u></b>	<i>Approved for asbestos, metals, organochlorine pesticides and PCBs in solids</i>
<b>Dept. of Fish &amp; Game - WPCL</b>	<b><u>Address</u></b>	2005 Nimbus Road Rancho Cordova, CA 95670 USA
	<b><u>Contact</u></b>	David B. Crane
	<b><u>P/F</u></b>	(916) 358-2858 / (916) 985-4301
	<b><u>Email</u></b>	dcrane@ospr.dfg.ca.gov
	<b><u>Methods</u></b>	<i>Approved only for metals analysis in tissue.</i>
<b>Frontier Geosciences</b>	<b><u>Address</u></b>	414 Pontius North Seattle, WA 98109 USA
	<b><u>Contact</u></b>	Shelly Fank - QA Officer, Matt Gomes-Project Manager
	<b><u>P/F</u></b>	(206) 622-6960 / (206) 622-6870
	<b><u>Email</u></b>	shellyf@frontiergeosciences.com, mattg@frontiergeosciences.com
	<b><u>Methods</u></b>	<i>in low level metals analysis.</i>

<b>Fruit Growers Laboratory</b>	<b><u>Address</u></b>	853 Corporation Street Santa Paula, CA 93060 USA
	<b><u>Contact</u></b>	David Terz, QA Director
	<b><u>P/F</u></b>	(805) 392-2024 / (805) 525-4172
	<b><u>Email</u></b>	davidt@fglinc.com
	<b><u>Methods</u></b>	<i>Approved for all inorganic and organic parameters in drinking water.</i>
<b>Montgomery Watson/Harza Laboratories</b>	<b><u>Address</u></b>	750 Royal Oaks Drive Ste. 100 Monrovia, CA 91016 USA
	<b><u>Contact</u></b>	Allen Glover (project manager), Bradley Cahoon (quotes)
	<b><u>P/F</u></b>	(916) 374-8030, 916-996-5929 (AG-cell) / (916) 374-8061
	<b><u>Email</u></b>	Allen.Glover@us.mwhglobal.com, Bradley.Cahoon@us.mwhglobal.com
	<b><u>CC Info</u></b>	cc. Sam on all communications to Allen. Samer.Momani@us.mwhglobal.com
<b>Olson Biochemistry Laboratories</b>	<b><u>Address</u></b>	SDSU: Box 2170, ACS Rm. 133 Brookings, SD 57007 USA
	<b><u>Contact</u></b>	Nancy Thiex, Laboratory Director
	<b><u>P/F</u></b>	(605) 688-5466 / (605) 688-6295
	<b><u>Email</u></b>	Nancy.Thiex@sdstate.edu
	<b><u>CC Info</u></b>	For re-analysis: contact Zelda McGinnis-Schlobohm and Nancy Anderson Zelda.Schlobohm@SDSTATE.EDU, Nancy.Anderson@SDSTATE.EDU For analysis questions only: just CC. Nancy Anderson
<b>Severn Trent Laboratories</b>	<b><u>Address</u></b>	880 Riverside Parkway West Sacramento, CA 95605 USA
	<b><u>Contact</u></b>	Jeremy Sadler
	<b><u>P/F</u></b>	(916) 374-4381 / (916) 372-1059
	<b><u>Email</u></b>	jsadler@stl-inc.com
	<b><u>Methods</u></b>	<i>Approved for all inorganic parameters and hazardous waste organics except for Ammonia as Nitrogen . Ag analysis in sediment, when known quantity is present, request 6010B</i>
<b>Sierra Foothill Laboratory, Inc.</b>	<b><u>Address</u></b>	255 Scottsville Blvd, Jackson, CA 95642
	<b><u>Contact</u></b>	Sandy Nurse (Owner) or Dale Gimble (QA Officer)
	<b><u>P/F</u></b>	(209) 223-2800 / (209) 223-2747
	<b><u>Email</u></b>	sandy@sierralab.com, CC: dale@sierralab.com
	<b><u>Methods</u></b>	<i>Approved for all inorganic parameters, microbiological parameters, acute and chronic toxicity.</i>
<b>Twining Laboratories, Inc.</b>	<b><u>Address</u></b>	2527 Fresno Street Fresno, CA 93721 USA
	<b><u>Contact</u></b>	Jim Brownfield (QA Officer), Sample Control (for Bottle Orders)
	<b><u>P/F</u></b>	(559) 268-7021 / (559) 268-0740
	<b><u>Email</u></b>	JimB@twining.com cc. to JosephU@twining.com
	<b><u>Methods</u></b>	<i>Approved only for general chemistry and boron analysis.</i>
<b>U.S. Geological Survey - Denver</b>	<b><u>Address</u></b>	Denver Federal Center Building 20, MS 973 Denver, CO 80225 USA
	<b><u>Contact</u></b>	Stephen A. Wilson
	<b><u>P/F</u></b>	(303) 236-2454 / (303) 236-3200
	<b><u>Email</u></b>	swilson@usgs.gov
	<b><u>Methods</u></b>	<i>Approved only for inorganic parameters in soil .</i>
<b>USBR Technical Service Center Denver Soils</b>	<b><u>Address</u></b>	Denver Federal Center Building 67, D-8750 Denver, CO 80225-0007 USA
	<b><u>Contact</u></b>	Juli Fahy or Stan Conway
	<b><u>P/F</u></b>	(303) 445-2188 / (303) 445-6351
	<b><u>Email</u></b>	jfahy@do.usbr.gov
	<b><u>Methods</u></b>	<i>Approved only for general physical analysis in soils.</i>
<b>Western Environmental Testing Laboratories</b>	<b><u>Address</u></b>	475 East Greg Street # 119 Sparks, NV 89431 USA
	<b><u>Contact</u></b>	Ginger Peppard (Customer Service Manager), Andy Smith (Lab Director), Michelle Kramer
	<b><u>P/F</u></b>	(775) 355-0202 / (775) 355-0817
	<b><u>Email</u></b>	ginger@WETLaboratory.com, andy@WETLaboratory.com, michelle@WETLaboratory.com
	<b><u>Methods</u></b>	<i>Approved only for inorganic parameters (metals, general chemistry).</i>

Revised: 04/16/2007 MP-157

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**FINAL ENVIRONMENTAL ASSESSMENT**

*2010 WARREN ACT CONTRACT AND LICENSE FOR DELTA LANDS RECLAMATION  
DISTRICT 770*

**Appendix C**  
**Draft License**

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June 2010

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

Friant-Kern Canal, Central Valley Project

**SHORT-TERM LICENSE FOR THE ERECTION, MAINTENANCE, OPERATION  
AND STORAGE OF TEMPORARY STRUCTURES**

**THIS LICENSE** is given this            day of            , 2010, in pursuance of the Act of June 7, 1902 (32 Stat. 388) and Acts amendatory thereof or supplementary thereto, by THE UNITED STATES OF AMERICA, acting by and through its Bureau of Reclamation, Department of the Interior, represented by the duly authorized officer executing this License, hereinafter styled the "United States" to:

Delta Lands Reclamation District No. 770  
Post Office Box 877  
Corcoran, California 93212  
(559) 992-5011

hereinafter styled the "Licensee."

**RECITALS:**

The United States, through the Bureau of Reclamation (Reclamation), acquired certain lands for the right-of-way of the Friant-Kern Canal (FKC) in connection with the Central Valley Project, Fresno and Tulare Counties, California; and

The Friant Water Authority (FWA) is responsible for the operation and maintenance of the FKC; and

The Licensee has had prior authorization for existing temporary pumps and appurtenances for the flood protection of lands (Contract No. 10-WC-20-4063) within its boundaries from floods during periods of high flows (Flood Water) on the Kings, Kaweah, and/or Tule Rivers for the purposes of human safety and/or property damage protection.

Reclamation has determined the requested use, the erection, maintenance, operation, and storage of structures and pumping equipment on the Friant-Kern Canal right-of-way, is not, at this time, incompatible with the purpose for which the land was obtained.

**IT IS AGREED:**

1. Reclamation does, through the duly authorized officer executing this License, hereby consent to Licensee's request to enter onto lands acquired by the United States for the purpose of the erection, maintenance, operation, and storage of structures and in-place pumping equipment, subject to the terms and conditions herein written, described as:

**Fresno County:**

Six (6) temporary discharge pipes at the downstream end of the Friant-Kern Canal (FKC) siphon under the Kings River, on the FKC right-of-way:

at the Kings River, Milepost 29.10 (Station 1627+80.00), in Section 35, Township 13 South, Range 23 East, M.D.B.&M., Fresno County, California, as shown on the attached map labeled Exhibit "A," herein incorporated by this reference; and

**Tulare County:**

Eight (8) water pumps and discharge pipes on the right bank adjacent to the St. Johns River Wasteway, and four (4) water pumps and discharge pipes on the left bank at the downstream end of the Friant-Kern Canal (FKC) siphon under the St. Johns River, on the FKC right-of-way:

at the St. Johns River, Milepost 69.45 (Station 3767+40.00), in Section 1, Township 18 South, Range 26 East, M.D.B.&M., Tulare County, California, as shown on the attached map labeled "Exhibit B," herein incorporated by this reference. The Licensee will not be utilizing the four (4) discharge pumps located at Milepost 69.58 under the terms and conditions of this short-term License, but will be required to maintain those facilities until such time they are utilized in a future long-term License. The Licensee may be required to ensure completion of environmental documentation in a future License relative to the four (4) discharge pumps via Milepost 69.58; and

Seven (7) water pumps and discharge pipes adjacent to the Tule River Wasteway on the FKC right-of-way:

at the Tule River, Milepost 95.67 (Station 5163+11.93), in Sections 29 and 30, Township 21 South, Range 27 East, M.D.B.&M., Tulare County, California, as shown on the attached map labeled Exhibit "C," herein incorporated by this reference.

2. This License is personal, revocable, and nontransferable and will become effective on the date hereinabove written and, unless otherwise sooner terminated, will continue until **May 31, 2011**. Upon termination by either party, the aforesaid structure or structures and all accessories will be removed without delay at the expense of the Licensee. The Licensee will leave the site(s) in a condition satisfactory to Reclamation and FWA.

3. Installation, operation, maintenance, and removal of the structure(s) shall be conducted in a neat, workmanlike manner in accordance with all applicable Federal, State of California, and local safety and environmental regulations and to the satisfaction of the General Manager, FWA, and the Area Manager, South-Central California Area Office, Bureau of Reclamation. Activities shall be coordinated in advance with Reclamation (contact Operations Division at (559) 487-5257) and FWA (contact Mr. Eric Quinley, Maintenance Manager, or other designated representative at (559) 562-6305).

4. Licensee shall maintain all pumping stations, framing, decking and appurtenant equipment and materials in good condition. Failure to correct deficiencies after being advised of them may lead to License revocation. Any maintenance activities on Reclamation lands in addition to those allowed herein shall require notification and an authorized permit from Reclamation or FWA.

5. Should silt accumulate in the FKC or channels as a result of the flood water diversion activities as referenced herein, the Licensee shall remove silt accumulation as directed by Reclamation and FWA or reimburse Reclamation or FWA for costs associated with its removal. Licensee shall, to the satisfaction of Reclamation and FWA, take steps to screen debris from water prior to pumping.

6. In the erection of the aforesaid structure or structures, the Licensee must comply with the following specifications and conditions:

(a) The Licensee will furnish and install a corporation stop on each discharge pipe for use in making pitot tube measurements. The corporation stop will be installed in a straight, level section of pipe. Straightening vanes will be installed ahead of the corporation stop on each discharge pipe. There shall be a minimum of ten (10) pipe diameters of straight, unobstructed pipe ahead of the corporation stop.

(b) Flow meters will be installed on each pump discharge pipe. The flow meters will be sufficient to accurately indicate instantaneous flow rates in cubic feet per second and cumulative discharge in acre-feet.

(c) Safety fencing shall be provided along FKC where the pump discharge pipes enter the FKC.

(d) Provide chain link safety fence around discharge pipes at the canal prism to deter unsafe access to the FKC. A gate shall be installed to accommodate access to the pipe discharge area.

- (e) Provide fencing and/or skirts to prevent trespassers from gaining access to the area underneath the platforms.
- (f) Repair any damage to Reclamation operating road. Areas shall be repaired by excavating to nine inches (9") below grade, backfilling with six inches (6") Class 2 aggregate base, compacting aggregate base, then placing three inches (3") of Type B AC to match existing AC grade.
- (g) The Licensee and its contractors shall comply with requirements of the latest edition (currently the 2009 edition) of the **Reclamation Safety and Health Standards** handbook while conducting any activity on Reclamation land or facilities. A copy can be downloaded from Reclamation's public web site, <http://www.usbr.gov/ssle/safety/RSHS/rshs.html>.
7. This License is subject to the Temporary Contract Between the United States and Delta Lands Reclamation District No. 770 for the Conveyance of Non-Project Water (Contract No. 10-WC-20-4063). **Licensee's flood water diversion activities shall be subject to said Contract with the United States and Agreement with the Friant Water Authority.**
8. This License is subject to the Agreement to Transfer the Operation, Maintenance and Replacement and Certain Financial and Administrative Activities Related to the Friant-Kern Canal and Associated Works, Contract No. 8-07-20-X0356, dated March 1, 1998 (as amended), referenced herein and made a part hereof.
9. Licensee shall comply with Fresno and Tulare County Noise Ordinance regulations and provide Reclamation and FWA with the findings initiated from these criteria. Licensee shall respond to any complaints from adjoining landowners and/or their attorneys regarding noise and take appropriate actions or cease pumping operations.
10. Licensee will coordinate with Reclamation and FWA for the implementation of Reclamation's Emergency Contingency Plan for FKC as well as coordination with the California State Office of Emergency Services' "Incidence Command System" (ICS) during times of declared flood emergency.
11. Licensee agrees to reimburse Reclamation and/or FWA for costs associated with additional maintenance requirements, related to increased water flow and/or sediment load in the increased water flow in the FKC caused by the Licensee's flood water diversion activities authorized pursuant to Contract No. 10-WC-20-4063.
12. This permission given herein will neither constitute nor be construed as any surrender of the jurisdiction and supervision by the United States over the lands described herein.
13. The Licensee hereby agrees to indemnify and hold harmless the United States, FWA, their employees, agents, and assigns from any loss of damage and from any liability on account of personal injury, property damage, or claims from personal injury or death arising out of the Licensee's activities under this License.
14. Reclamation has waived the value of the right-of-use fee in accordance with 43 CFR 429.26.
15. This License is granted subject to the existing rights in favor of the public or third parties for highways, roads, railroads, telegraph, telephone and electrical transmission lines, canals, laterals, ditches, flumes, siphons, and pipelines on, over, and across said land.
16. This License may be revoked by Reclamation upon thirty (30) days written notice to the Licensee if:
- (a) The Licensee's use of the land interferes with existing or proposed facilities, or
  - (b) The land contained in the License is needed for any United States purpose, or
  - (c) The United States disposed of its interest in the land contained in this License, or
  - (d) The Licensee fails to comply with any other terms or conditions of this License and, upon notification of the violation, Licensee fails to adequately cure the violation in a timely manner. Reclamation will have the final determination regarding the adequacy of the cure.

- (e) The Licensee fails to comply with any terms or conditions of the agreement entered into with FWA.
17. The Licensee will not:
- (a) Store any hazardous material on the FKC right-of-way.
  - (b) Use water from the FKC for activities related to the subject project.
  - (c) Leave waste and debris on the FKC right-of-way.
18. The Licensee will comply with all applicable water, ground, and air pollution laws and regulations of the United States, the State of California and local authorities. In addition, the Licensee will comply with the following hazardous materials restrictions:
- (a) The Licensee may not allow contamination or pollution of Federal lands, waters or facilities and for which the Licensee has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.
  - (b) The Licensee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters or facilities.
  - (c) "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.
  - (d) Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the Licensee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery and full details of the actions taken to the Contracting Officer. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.
  - (e) Violation of any of the provisions of this Article, as determined by the Contracting Officer, may constitute grounds for termination of this contract. Such violations require immediate corrective action by the Licensee and shall make the Licensee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.
  - (f) The Licensee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.
  - (g) Reclamation agrees to provide information necessary for the Licensee, using reasonable diligence, to comply with the provisions of this Article.
19. PESTICIDE USE. The Licensee shall not permit the use of any pesticides on Federal lands without prior written approval by Reclamation.
- (a) The Licensee shall submit to Reclamation for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.
  - (b) All pesticides used shall be in accordance with the current registration, label directions, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with

applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements and such records shall be furnished to Reclamation not later than five (5) working days after any application of a pesticide.

(c) Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation.

(d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

(e) The Licensee shall initiate any necessary measures for containment and clean up of pesticide spills. Spills shall be reported to the Contracting Officer with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(f) Aerial application of pesticides is prohibited without prior written consent by Reclamation's designated representative.

(g) The Licensee agrees to include the provisions contained in paragraphs (a) through (f) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

20. CULTURAL RESOURCES PROTECTION. The Licensee shall immediately provide an oral notification to Reclamation's authorized official of the discovery of any and all antiquities or other objects of cultural, historic, or scientific interest on Reclamation lands. The Licensee shall forward a written report of its findings to Reclamation's authorized official within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, or artifacts discovered as the result of activities under this easement. The Licensee shall cease activity, stabilize, and protect such discoveries until authorized to proceed by Reclamation's authorized official. Protective and mitigative measures specified by Reclamation's authorized official shall be the responsibility of the Licensee.

21. DISCOVERY OF HUMAN REMAINS. The Licensee shall immediately provide an oral notification to Reclamation's authorized official of the discovery of human remains on Reclamation land. The Licensee shall forward a written report of its findings to Reclamation's authorized official within forty-eight (48) hours by certified mail. The Licensee shall cease activity, stabilize, and protect such discoveries until authorized to proceed by the Regional Archaeologist for Reclamation (916-978-5041). Protective and mitigative measures specified by the Regional Archaeologist shall be the responsibility of the Licensee.

22. Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

23. TERMINATION. This License will terminate and all rights of the Licensee hereunder will cease, and the Licensee will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

(a) At the expiration of the term as provided by Article 2; or,

(b) On date, of any year, upon written notice to the Licensee, served thirty (30) days in advance thereof; or,

(c) After failure of the Licensee to observe any of the conditions of this License and on the tenth (10<sup>th</sup>) day following service of written notice on the Licensee of termination because of failure to observe such conditions.

The notices provided by this Article will be served by certified mail addressed to the respective post office addresses given in Article 33 and the mailing of any such notice properly enclosed, addressed, stamped, and certified, will be considered service.

(d) If this License is terminated under Article (c) above, the United States reserves the right to bar the Licensee from the authorization to use acquired or withdrawn public land on the Central Valley Project for a period of time, as determined by the Area Manager.

24. **SEVERABILITY.** Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

25. All work will be conducted by Licensee or Licensee's contractor, while allowing for the observation of onsite activities by FWA. Reclamation reserves the right for their officers, employees, contractors and representatives, and assigns, to have ingress to and egress from said premises for the purpose of exercising, enforcing, and protecting the rights of Reclamation in and on the premises. The Licensee will provide Reclamation and FWA personnel safe ingress and egress to the FWA. The Licensee will ensure access for Reclamation and FWA operation and maintenance needs during the times of construction and coordinate any closings of access with Reclamation's existing authorized users.

26. The Licensee must contact the Underground Service Alert (Telephone (800) 227-2600) at least two (2) working days prior to any excavation work to identify any buried utilities within the proposed excavation area.

27. Access to the FKC by the Licensee and their contractor(s) is restricted to the immediate vicinity of that portion of the FKC described in Article 1, above.

28. The Licensee and/or its contractor for the duration of contractors' activities will maintain in force, policies of liability insurance, providing limits of not less the \$1,000,000 for each person/occurrence and \$2,000,000 aggregate for bodily injury or death, and not less than \$1,000,000 property damage. Said policies will name United States and FWA as additional insureds (with the ISO CG 2010 endorsement form or equivalent) and will provide that they will not be canceled or reduced in coverage without ten (10) days prior written notice to Reclamation. Prior to commencement of said construction, Licensee will cause to be delivered to Reclamation and FWA a copy of the certificate of insurance reflecting all essential coverage. The endorsement will reference the contract number of this License in the description portion of the endorsement form.

29. Damage to Reclamation property, including but not limited to the FKC, service roads, access roads, culvert crossings, siphon barrel, farm bridges, fence gates and posts resulting from the Licensee's activities under this License will be corrected promptly at Licensee's expense to the satisfaction of Reclamation and FWA.

30. **OFFICIALS NOT TO BENEFIT.** No Member of Congress shall be admitted to any share or part of this easement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this easement if made with a corporation or company for its general benefit.

31. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees and bona fide commercial agencies maintained by the Licensee for the purpose of securing business. For breach or violation of this warranty, Reclamation will have the right to revoke this License without liability or in its discretion to require the Licensee to pay the full amount of such commission, percentage, brokerage, or contingency fee to the United States.

32. **NOTICES.**

(a) Any notice, demand, or request required or authorized by this License to be given or made to or upon the United States shall be deemed properly given or made if delivered or mailed postage-prepaid, to the Area Manager, South Central California, Bureau of Reclamation, 1243 N Street, Fresno California 93721-1813.

(b) Any notice, demand, or request required or authorized by this License to be given or made to or upon Delta Lands Reclamation District No. 770 shall be deemed properly given or made if delivered or mailed postage-prepaid, to Delta Lands Reclamation District No. 770, General Manager, Post Office Box 877, Corcoran, California 93212.

(c) The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of such person may be changed at any time by notice given in the same manner as provided in this Article for other notices.

**IN WITNESS WHEREOF** this License is given as of the date of execution written above.

UNITED STATES OF AMERICA

\_\_\_\_\_  
Deputy Area Manager  
South-Central California Area Office  
Bureau of Reclamation

ACCEPTED:

Delta Lands Reclamation District No. 770 and its authorized representative, by signature below, agree to the terms and conditions above.

DELTA LANDS RECLAMATION DISTRICT NO. 770

By\_\_\_\_\_

Title\_\_\_\_\_

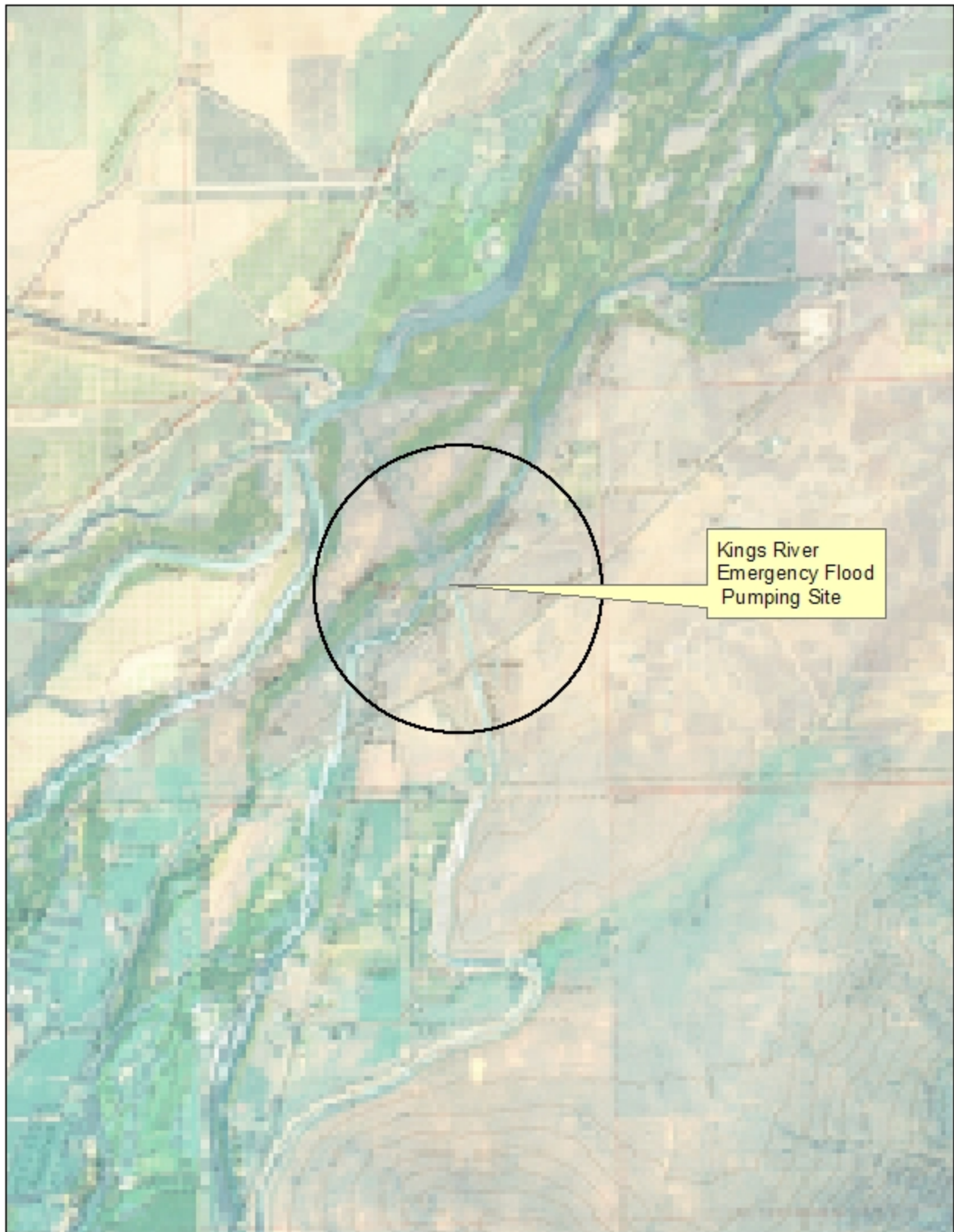
\_\_\_\_\_  
Date

NOTED:

\_\_\_\_\_  
Friant Water Authority

\_\_\_\_\_  
Date

Exhibit "A"



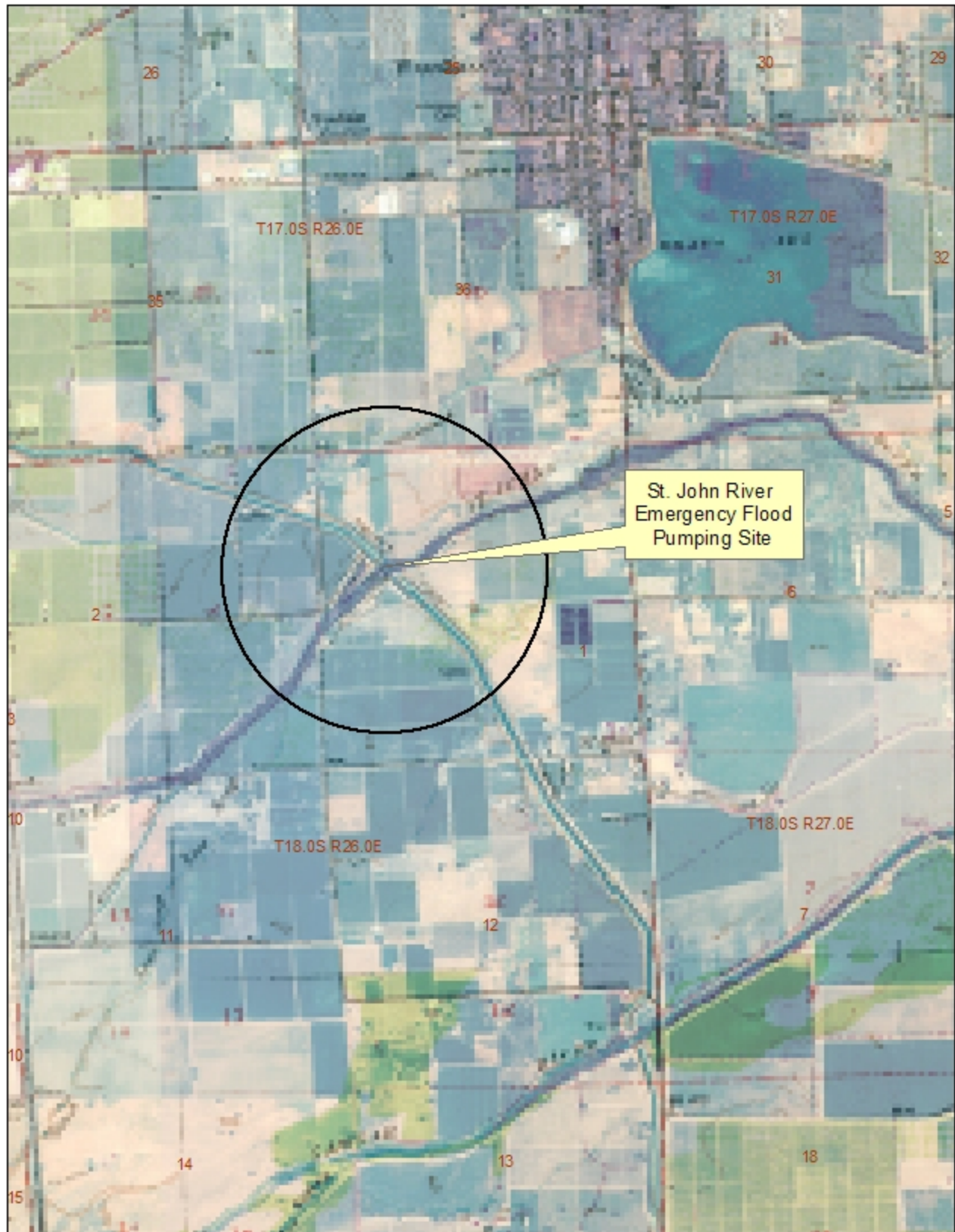
Section 35,  
Township 13S,  
Range 23E, MDB&M



Delta Lands Reclamation District 770  
Maintenance & Operations of  
Pumping and Storage Facilities  
For Flood Purposes Only



Exhibit "B"



Section 1,  
Township 18S,  
Range 26E  
MDB&M  
Tulare County,  
California



Delta Lands Reclamation District 770  
Maintenance & Operations of  
Pumping and Storage Facilities  
For Flood Purposes Only



Exhibit "C"



Sections 29 & 30,  
Township 21S,  
Range 27E  
MDB&M  
Tulare County, California



Delta Lands Reclamation District 770  
Maintenance & Operations of  
Pumping and Storage Facilities  
For Flood Purposes Only

