

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

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

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2 DEPARTMENT OF THE INTERIOR
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4 Friant Division, Central Valley Project, California

5 LONG-TERM CONTRACT BETWEEN THE UNITED STATES
6 AND
7 DELTA LANDS RECLAMATION DISTRICT NO. 770
8 PROVIDING FOR CONVEYANCE OF NON-PROJECT WATER

9 THIS CONTRACT, executed this _____ day of _____, 201__,
10 pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary
11 thereto, including the Act of February 21, 1911 (36 Stat. 925), and Section 305 of the Reclamation
12 States Emergency Drought Relief Act of 1991, enacted March 5, 1992 (106 Stat. 59), Section 3408
13 of the Central Valley Project Improvement Act, enacted October 30, 1992 (106 Stat 4601), all
14 collectively hereinafter referred to as the Federal Reclamation laws, between the UNITED
15 STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer
16 executing this Contract, hereinafter referred to as the Contracting Officer, and DELTA LANDS
17 RECLAMATION DISTRICT NO. 770, hereinafter referred to as the Contractor;

18 WITNESSETH, That:

19 EXPLANATORY RECITALS

20 [1st] WHEREAS, the United States has constructed and is operating the Central
21 Valley Project, California, for diversion, storage, carriage, distribution and beneficial use, for
22 flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection
23 and restoration, generation and distribution of electric energy, salinity control, navigation and

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

26 [2nd] WHEREAS, the Contractor is responsible for protecting lands within its
27 boundaries from floods, and during periods when, flood waters from the Kings, St. John's
28 (a distributary channel of the Kaweah River,) and/or Tule Rivers can reach the Contractor's
29 boundaries, causing damage to farm land or other property and/or jeopardizing public safety; and

30 [3rd] WHEREAS, beginning in 1978, through a series of letter agreements,
31 operational agreements, and contracts made pursuant to the Warren Act of 1911, the Contractor
32 has used Excess Capacity in Project Facilities to convey potentially damaging flood flows of
33 Non-Project Water from the Kings River, St. John's River and Tule River, to help alleviate damage
34 to farm land, property and crops, and risk to public safety within the Contractor's boundaries; and

35 [4th] WHEREAS, the Contractor's most recent Warren Act contract, contract
36 No. 11-WC-20-0085, dated June 1, 2011, expired August 31, 2011, and the Contractor desires to
37 enter into a long-term Warren Act contract to use Excess Capacity in the Friant Division Project
38 Facilities to divert Non-Project Water from said rivers during periods of excessive flows; and

39 [5th] WHEREAS, the environmental and contractual analysis for the long-term
40 Warren Act contract has now been completed and it is the intention of the parties hereto to enter
41 into a twenty-five (25) year contract for the conveyance of Non-Project Water from said rivers in
42 the Friant-Kern Canal and discharge Non-Project Water into the Kern River, Cross Valley Canal,
43 and/or the Friant-Kern Canal/Cross Valley Canal Intertie; and

44 [6th] WHEREAS, it is the intention of the parties to allow CVP and non-CVP
45 contractors in the Friant Division service area to take delivery of the Non-Project Water from the
46 Friant-Kern Canal for irrigation and/or M&I uses; groundwater recharge; and/or for the benefit

47 of fish and wildlife in accordance with this Contract and a third-party agreement between the
48 Contractor and the Friant Water Authority; and

49 [7th] WHEREAS, to the extent Excess Capacity is available, the Contractor is
50 requesting that the United States convey said Non-Project Water through Excess Capacity in the
51 Friant-Kern Canal and associated facilities, features of the Friant Division, Central Valley
52 Project; and

53 [8th] WHEREAS, the United States is willing to convey said Non-Project
54 Water on behalf of the Contractor through Excess Capacity in said Project Facilities in
55 accordance with the terms and conditions hereinafter stated;

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

58 DEFINITIONS

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

61 (a) "Calendar Year" shall mean the period January 1 through December 31,
62 both dates inclusive;

63 (b) "Contracting Officer" shall mean the Secretary of the Interior's duly
64 authorized representative acting pursuant to this Contract or applicable Reclamation law or
65 regulation;

66 (c) "Eligible Lands" shall mean all lands to which Irrigation Water may be
67 delivered in accordance with Section 204 of the RRA;

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

71 (e) “Friant Division Service Area Contractor(s)” shall mean those Friant
72 Division and Cross Valley contractors with a long-term water service contract, repayment
73 contract, and/or assignment contract with Reclamation and those non-CVP contractors that do
74 not have a contract with Reclamation but can take delivery of Non-Project Water from a
75 designated turnout of the Friant-Kern Canal as shown in Exhibit “A”;

76 (f) “Full-Cost Lands” shall mean landholdings described in Sections 205(a)(3)
77 and 202(3) of the RRA;

78 (g) “Incremental Fee” shall mean the fee, as set forth in Exhibit “B”, to be
79 paid to the United States by the Friant Division Service Area Contractor, pursuant to the acreage
80 limitation provisions of the Federal Reclamation laws for Non-Project Water conveyed through
81 Project Facilities that will be used to irrigate Ineligible Lands;

82 (h) “Ineligible Lands” shall mean all lands to which Irrigation Water may not
83 be delivered in accordance with Section 204 of the RRA;

84 (i) “Irrigation Water” shall mean Non-Project Water that is used in the
85 commercial production of agricultural crops or livestock, including domestic use incidental thereto.
86 Irrigation Water shall not include water used for purposes such as the watering of landscaping or
87 pasture for animals (e.g., horses) which are kept for personal enjoyment or water delivered to
88 landholdings operated in units of less than 5 acres, unless the Friant Division Service Area
89 Contractor establishes to the satisfaction of the Contracting Officer that the use of water delivered
90 to such landholding is a use described in the first sentence of this subdivision of this Article;

91 (j) “Municipal and Industrial (M&I) Water” shall mean Non-Project Water,
92 other than Irrigation Water, made available to the Friant Division Service Area Contractor. M&I
93 Water shall include water used for human use and purposes such as the watering of
94 landscaping or pasture for animals (e.g., horses) which are kept for personal enjoyment or water
95 delivered to land holdings operated in units of less than five acres unless the Friant Division
96 Service Area Contractor establishes to the satisfaction of the Contracting Officer that the use of
97 water delivered to any such landholding is a use described in subdivision (i) of this Article;

98 (k) “Non-Project Water” shall mean water acquired by or available to the
99 Contractor from the source(s) identified in Exhibit “C” that has not been appropriated or
100 acquired by the United States;

101 (l) “Operating Non-Federal Entity” shall mean the non-Federal entity that has
102 the obligation pursuant to a separate agreement with the United States to operate and maintain all
103 or a portion of the Project Facilities, and which may have funding obligations with respect thereto;

104 (m) “Project” shall mean the Central Valley Project, owned by the United
105 States and managed by the Department of the Interior, Bureau of Reclamation;

106 (n) “Project Facilities” shall mean the Friant-Kern Canal and associated
107 facilities, constructed as features of the Friant Division, Central Valley Project;

108 (o) “Project-Use Power” is that electrical energy, and its associated ancillary
109 service components, required to provide the full electrical service needed to operate and maintain
110 Project Facilities, and to provide electric service for Project purposes and loads in conformance
111 with the Reclamation Project authorization. Project-Use Power is not available to pump
112 Non-Project Water, to operate pumps that were not built as Federal facilities as part of the
113 Project, to pump Project Water outside the authorized service area, or provide for on-farm uses;

114 (p) "Rates" shall mean the amount to be paid to the United States by the
115 Contractor, as set forth in Exhibit "B", for the use of Excess Capacity in the Project Facilities
116 made available pursuant to this Contract;

117 (q) "RRA" shall mean the Reclamation Reform Act of October 12, 1982
118 (96 Stat. 1263), as amended;

119 (r) "Secretary" shall mean the Secretary of the Interior, a duly appointed
120 successor, or an authorized representative acting pursuant to any authority of the Secretary and
121 through any agency of the Department of the Interior; and

122 (s) "Year" shall mean the period from and including March 1 of the Calendar
123 Year through the last day of February of the following Calendar Year.

124 TERM OF CONTRACT

125 2. (a) This Contract shall become effective _____, 20____, and
126 shall remain in effect through February 28, 20____, unless it is terminated by the Contracting
127 Officer by reason of an unresolved contract compliance issue(s) by the Contractor; *Provided,*
128 That the Contracting Officer shall not seek to terminate this Contract by reason of an unresolved
129 contract compliance issue by the Contractor unless it has first provided at least sixty (60) days
130 written notice of the asserted non-compliance action to the Contractor and the Contractor has
131 failed to resolve such non-compliance within the 60-day notice period or to diligently commence
132 actions satisfactory to the Contracting Officer for a non-compliance action that cannot be fully
133 resolved within sixty (60) days.

134 (b) This Contract may be terminated at any time by mutual consent of the
135 parties hereto.

INTRODUCTION, CONVEYANCE, AND DELIVERY
OF NON-PROJECT WATER

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3. (a) During the term of this Contract the Contractor may introduce up to an aggregate total of 250,000 acre-feet per Year of Non-Project Water from the source(s) identified in Exhibit “C” in the Project Facilities at Friant-Kern Canal milepost 29.10 for Kings River water, at mileposts 69.45 and 69.58 for St. Johns River water, and at milepost 95.67 for Tule River water. The United States or the designated Operating Non-Federal Entity shall convey Non-Project Water through Excess Capacity in the Project Facilities from said point(s) of introduction for delivery to Friant Division Service Area Contractors to point(s) of delivery along the Friant-Kern Canal or the discharge point into the Kern River, the Friant-Kern Canal/Cross Valley Canal Intertie, and/or the Cross Valley Canal; or other location(s) mutually agreed to in writing by the Contracting Officer and the Contractor, in accordance with an approved schedule submitted by the Contractor pursuant to subdivision (d) of this Article: *Provided*, That the quantity of Non-Project Water to be delivered 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.

(a.1) This Contract does not preclude any action deemed necessary by the Contracting Officer to recover from the Friant Division Service Area Contractors water delivered in an amount that exceeds the quantity of Non-Project water authorized pursuant to subdivision (a) of this Article, or any other remedy available to the Contracting Officer under existing law.

(a.2) If the Contractor needs to introduce Non-Project Water from said rivers after September 30th of a given Year, the Contracting Officer and the Operating Non-Federal

159 Entity shall have received updated documentation in accordance with Exhibit “C” of the Contract
160 for the introduction of Non-Project Water for the period October 1 through September 30 for the
161 then-current Year and/or prior to the proposed initial introduction of Non-Project Water. Without
162 current documentation from a source(s) in Exhibit “C”, the Contracting Officer shall not allow the
163 introduction of Non-Project Water from that source(s) into the Friant-Kern Canal.

164 (a.3) If a legal action is initiated in state or Federal court or in or by the
165 California State Water Resources Control Board, disputing the underlying claimed water rights
166 of the parties providing Non-Project Water from the rivers listed in Exhibit “C”, or other dispute
167 arises giving Reclamation in its sole judgment cause to believe that an issue exists with the
168 validity and suitability of these water rights, then the Contractor shall, upon receipt of a written
169 notice from the Contracting Officer, arrange for the immediate termination of the introduction of
170 Non-Project Water from such source(s) into the Friant Division Project facilities, and
171 Exhibit “A” and Exhibit “C” shall be modified as necessary to delete such source(s) of
172 Non-Project Water. In the event that the dispute is resolved to the satisfaction of the Contracting
173 Officer, the deleted source(s) will be re-inserted to Exhibit “A” and Exhibit “C”.

174 (b) Exhibit “C” may be modified or replaced by mutual agreement of the
175 Contractor and the Contracting Officer to reflect changes to the source(s) of Non-Project water
176 without amendment of this Contract: *Provided, however,* That no such modification or
177 replacement shall be approved by the Contracting Officer absent the completion of all
178 appropriate environmental documentation, including but not limited to documents prepared
179 pursuant to the National Environmental Policy Act of 1969 (NEPA) and the Endangered Species
180 Act of 1973 (ESA), as amended.

181 (c) All Non-Project Water introduced, conveyed, and delivered on behalf of
182 the Contractor pursuant to this Contract shall be used for irrigation and/or M&I uses;
183 groundwater recharge; and/or for the benefit of fish and wildlife. Uses of this Non-Project Water
184 will be limited to lands that have previously been developed and/or cultivated and have not been
185 fallowed for three or more year unless such lands have been surveyed for listed species and the
186 Contracting Officer has provided approval. The Contractor shall provide notice to Friant
187 Division Service Area Contractors accepting this Non-Project Water that this water is not to be
188 used to convert native lands to other uses.

189 (d) Prior to the introduction of Non-Project Water into the Project Facilities,
190 the Contractor shall submit a schedule to the Contracting Officer and the designated Operating
191 Non-Federal Entity showing the quantities of Non-Project Water to be introduced into the
192 Project Facilities, and the desired time or times for delivery of said Non-Project Water:
193 *Provided*, That the Contractor is not required to initially schedule delivery of the maximum
194 quantity of Non-Project Water for which the Contractor desires conveyance during the term of
195 this Contract. The initial schedule and any revision(s) thereof shall be in a form acceptable to the
196 Contracting Officer and shall be submitted at such times and in such manner as determined by
197 the Contracting Officer. The Contractor shall not introduce Non-Project Water into the Project
198 Facilities unless and until the schedule and any revision(s) thereof have been approved by the
199 Contracting Officer.

200 (e) All Non-Project Water remaining in the Project Facilities after 30 days
201 from the date of introduction or upon expiration or termination of this Contract shall be deemed
202 to be unused water donated to the United States for Project purposes. Further, all Non-Project
203 Water made available for delivery on behalf of the Contractor from the Project Facilities and not

204 accepted by the Friant Division Service Area Contractors shall be deemed to be unused water
205 donated to the United States for Project purposes.

206 (f) Unless otherwise agreed to in writing by the Contracting Officer, the
207 Non-Project Water shall be introduced into, conveyed, and delivered on behalf of the Contractor
208 through existing Project Facilities in accordance with the Contractor's License No. 11-LC-20-0171,
209 "Long-Term License for the Erection, Operation, Maintenance, and Storage of Temporary
210 Structures", dated [1]_____. If additional temporary inflow or delivery facilities are required
211 to effectuate the introduction of Non-Project Water into the Project Facilities or the delivery of
212 the Non-Project Water on behalf of the Contractor from the Project Facilities, the Contractor, and
213 the Friant Division Service Area Contractor as appropriate, shall, at its own cost and expense
214 obtain all appropriate environmental documents, necessary rights-of-way for such facilities,
215 including the appropriate right-of-use agreement(s) or other authorizations issued by the United
216 States for any such facilities located on right-of-ways for existing Project Facilities. The
217 Contractor, at its own cost and expense, shall be responsible for providing, installing, operating,
218 maintaining, repairing, replacing, and removing said inflow and delivery facilities. The
219 Contractor hereby grants to the Contracting Officer and the Operating Non-Federal Entity
220 access, for the purpose of this Contract, to all temporary inflow and delivery facilities installed
221 by the Contractor.

222 (g) The introduction, conveyance, and delivery of Non-Project Water pursuant
223 to this Contract will not be supported with Project-Use Power. If electrical power is required to
224 convey or pump the Non-Project Water into, through or from the Project Facilities, the
225 Contractor shall: (i) be responsible for the acquisition and payment of all electrical power and
226 associated transmission service charges, and provide a copy of a power contract and copies of

[1]. License No. 11-LC-20-0171 will be approved by Reclamation upon execution of this Contract

227 payment documents to the Contracting Officer as evidence that such electrical power has been
228 contracted and paid for prior to the introduction, conveyance, and delivery of any Non-Project
229 Water ; and/or (ii) prior to the introduction, conveyance, and delivery of any Non-Project Water,
230 enter into a letter of agreement with the United States that provides for the payment of all
231 actual energy costs and fees incurred in the introduction, conveyance and delivery of the
232 Non-Project Water.

233 (h) The Contractor shall have no rights to any benefits from increased power
234 generation that may result from the conveyance of the Non-Project Water through Excess
235 Capacity in the Project Facilities authorized pursuant to this Contract.

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

241 MEASUREMENT OF NON-PROJECT WATER

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

246 (b) Unless otherwise agreed to in writing by the Contracting Officer, the
247 Contractor, at its own cost and expense, shall be responsible for providing, installing, operating,
248 maintaining, repairing, replacing, and removing all measurement devices required under this
249 Contract in accordance with any right-of-use agreement(s) or other requisite authorization(s)

250 issued by the United States. The Contractor shall be responsible for all costs associated with the
251 issuance of such right-of-use agreement(s) and authorization(s).

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

257 (c.1) The Contracting Officer will request Friant Division Service Area
258 Contractors that take delivery of any Non-Project Water, to maintain accurate records of the
259 quantity of Non-Project Water received from Project Facilities at said point(s) of delivery and
260 they shall provide such records to the Contracting Officer and the Operating Non-Federal Entity
261 in the month following the delivery or at such other times and in such manner as determined by
262 the Contracting Officer.

263 (d) Upon the request of either party to this Contract, the Contracting Officer
264 shall investigate, or cause to be investigated by the Operating Non-Federal Entity, the accuracy
265 of all measurements of Non-Project Water required by this Contract. If the investigation
266 discloses errors in the recorded measurements, such errors shall be promptly corrected. If the
267 investigation discloses that measurement devices are defective or inoperative, the Contracting
268 Officer shall take any necessary actions to ensure that the responsible party makes the
269 appropriate adjustments, repairs, or replacements to the measurement devices. In the event the
270 Contractor, as the responsible party, neglects or fails to make such adjustments, repairs, or
271 replacements to the measurement devices within a reasonable time and to the reasonable
272 satisfaction of the Contracting Officer, the Contracting Officer may cause such adjustments,

273 repairs, or replacements to be made and the costs thereof shall be charged to the Contractor and
274 the Contractor shall pay said charges to the United States immediately upon receipt of a detailed
275 billing. For any period of time during which accurate measurements of the Non-Project Water
276 have not been made, the Contracting Officer shall consult with the Contractor and the Operating
277 Non-Federal Entity prior to making a determination of the quantity of Non-Project Water
278 introduced, conveyed and delivered for that period of time and such determination by the
279 Contracting Officer shall be final and binding on the Contractor.

280 OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

281 5. (a) The operation and maintenance of a portion of the Project Facilities to be
282 used to introduce, convey and deliver the Non-Project Water on behalf of the Contractor, and
283 responsibility for funding a portion of the costs of such operation and maintenance, have been
284 transferred from the United States to the Friant Water Authority, the designated Operating
285 Non-Federal Entity, pursuant to a separate agreement, identified as Contract No. 8-07-20-X0356,
286 dated March 1, 1998, as amended. That separate agreement shall not interfere with or affect the
287 rights or obligations of the Contractor or the United States hereunder.

288 (b) The Contractor shall pay directly to the Operating Non-Federal Entity or
289 to any successor approved by the Contracting Officer under the terms and conditions of the
290 separate agreement described in subdivision (a) of this Article 5, all rates, charges, or
291 assessments of any kind, including any assessment for reserve funds, that the Operating
292 Non-Federal Entity or such successor determines, sets, or establishes for the operation and
293 maintenance of the portion of the Project Facilities operated and maintained by the Operating
294 Non-Federal Entity or such successor used to convey and deliver the Non-Project Water on
295 behalf of the Contractor.

296 (c) For so long as the operation and maintenance of any portion of the Project
297 Facilities used to convey and deliver the Non-Project Water on behalf of the Contractor is
298 performed by the Operating Non-Federal Entity or any successor thereto, the Contracting Officer
299 shall adjust those components of the Rates for the Non-Project Water conveyed under this
300 Contract by deleting the costs associated with the activity being performed by the Operating
301 Non-Federal Entity or its successor.

302 (d) In the event the United States reassumes operation and maintenance of any
303 portion of the Project Facilities from the Operating Non-Federal Entity, the Contracting Officer
304 shall so notify the Contractor, in writing, and shall revise the Rates on Exhibit "B" to include the
305 costs associated with the operation and maintenance activities reassumed by the United States.
306 The Contractor shall, thereafter, in the absence of written notification from the Contracting
307 Officer to the contrary, pay the Rates specified in the revised Exhibit "B" directly to the United
308 States in compliance with Article 6 of this Contract.

309 PAYMENTS AND ADJUSTMENTS

310 6. (a) At the time the Contractor submits a schedule, or any revision(s) thereof
311 pursuant to subdivision (d) of Article 3 of this Contract, the Contractor shall make an advance
312 payment to the United States equal to the total amount payable pursuant to the applicable Rates
313 shown on Exhibit "B" (as updated each Year) for each acre-foot of Non-Project Water: (i) to be
314 introduced into and/or conveyed through the Project Facilities for the then-current Year;
315 *Provided*, That where the Contractor's schedule provides for multiple introductions of
316 Non-Project Water for conveyance, advance payment may be made in increments corresponding
317 to the amount of each scheduled introduction. Non-Project Water shall not be introduced into
318 Project Facilities by the Contractor prior to such payment being received by the United States.

319 (b) Omitted.

320 (c) The amount of any overpayment by the Contractor by reason of the
321 quantity of Non-Project Water introduced into the Project Facilities and conveyed pursuant to
322 this Contract, as conclusively determined by the Contracting Officer, having been less than the
323 quantity which the Contractor otherwise under the provisions of this Contract would have been
324 required to pay for, shall be applied first to any accrued indebtedness arising out of this Contract
325 then due and owing to the United States by the Contractor. Any amount of such overpayment
326 then remaining shall be refunded to the Contractor: *Provided, however,* That no refund shall be
327 made by the United States to the Contractor for any quantity of Non-Project Water deemed to be
328 unused water donated to the United States for Project purposes pursuant to subdivision (e) of
329 Article 3 of this Contract.

330 (d) All payments made by the Contractor pursuant to this Article 6 shall be covered
331 into the Reclamation Fund pursuant to Section 3 of the Act of February 21, 1911 (36 Stat. 925).^[2]

332 (e) The payment of the Rates set forth in this Article 6 for the use of Excess
333 Capacity are exclusive of O&M costs to be paid directly to the Operating Non-Federal Entity by
334 the Contractor, and any additional charges that the Contractor may assess its landowners. In
335 accordance with the Act of February 21, 1911 (36 Stat. 925), the Contractor may not impose on
336 its landowners any charge for the use of Excess Capacity that exceeds the total amount paid to
337 the United States and to the Operating Non-Federal Entity: *Provided,* That the Contractor may
338 also charge its landowners such additional amounts as are necessary to cover the Contractor's
339 reasonable administrative costs in contracting with the United States for the use of Excess
340 Capacity in the Project Facilities.

[2] Language may be added to this sub-article to clarify the disposition of O&M revenues.

341

MEDIUM FOR TRANSMITTING PAYMENTS

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

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

350

EXCESS CAPACITY

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

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

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

365 (d) No provision of this Contract shall be construed in any way as a basis for
366 the Contractor to establish a priority to or a permanent right to the use of Excess Capacity in the
367 Project Facilities nor to set a precedent to obligate the United States to enter into contracts with
368 any other entities or individuals for the conveyance of Non-Project Water.

369 ACREAGE LIMITATION PROVISIONS

370 9. (a) The Non-Project Water introduced, conveyed, and delivered pursuant to
371 this Contract cannot be furnished to irrigate more than 160 acres of Eligible Lands owned
372 directly or indirectly by any one person unless that person has become subject to the
373 discretionary provisions of the RRA. The Rates for furnishing water to irrigate such Eligible
374 Lands are identified as Irrigation Cost of Service, RRA Full Cost 202(3), and RRA Full Cost
375 205(a)(3) on Exhibit “B”.

376 (b) The Non-Project Water conveyed pursuant to this Contract can be
377 furnished to Ineligible Lands only if the Friant Division Service Area Contractor pays the
378 Incremental Fee specified on Exhibit “B”.

379 (c) If a Friant Division Service Area Contractor’s construction-cost
380 obligations are discharged and they have received either a “conditional exemption” letter or an
381 “exemption letter” from the Contracting Officer, Non-Project Water delivered is no longer
382 subject to the provisions of Article 9(a) and Article 9(b).

383 (d) If a Friant Division Service Area Contractor does not have an existing
384 water service or repayment contract with Reclamation that is subject to the provisions of the RRA,
385 the Non-Project Water delivered is not subject to the provisions of Article 9(a) and Article 9(b).

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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 delivered from 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 Non-Project Water beyond the terms specifically set forth in this Contract.

(b) The Contractor shall indemnify and hold harmless the United States, its officers, agents and employees, and the Operating Non-Federal Entity, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage, of any nature whatsoever arising out of any actions or omissions of the Contractor, its directors, officers, agents, contractors, and employees, under this Contract, including the manner or method in which the Non-Project Water identified on Exhibit “C” is introduced into and delivered from the Project Facilities. The Contractor further releases the United States, its officers, agents and employees, and the Operating Non-Federal Entity from every claim for injury to persons, death, or property damage, 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. Nothing contained in this Article shall be construed as an assumption of liability by the Contractor with respect to such matters.

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OPINIONS AND DETERMINATIONS

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13. (a) Where the terms of this Contract provide for actions to be based upon the

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opinion or determination of either party to this Contract, said terms shall not be construed as

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permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or

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determinations. Both parties, notwithstanding any other provisions of this Contract, expressly

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reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious,

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or unreasonable opinion or determination. Each opinion or determination by either party shall be

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provided in a timely manner. Nothing in subdivision (a) of this Article 13 is intended to or shall

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affect or alter the standard of judicial review applicable under Federal law to any opinion or

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determination implementing a specific provision of Federal law embodied in statute or regulation.

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(b) The Contracting Officer shall have the right to make determinations

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necessary to administer this Contract that are consistent with the provisions of this Contract, the

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laws of the United States and the State of California, and the rules and regulations promulgated

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

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extent reasonably practicable.

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PROTECTION OF WATER AND AIR QUALITY

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14. (a) Project Facilities used to make available and deliver Non-Project Water to

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the Friant Division Service Area Contractors shall be operated and maintained in the most

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practical manner to maintain the quality of the Non-Project Water at the highest level possible as

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determined by the Contracting Officer: *Provided*, That the United States does not warrant the

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quality of the Non-Project Water delivered to the Friant Division Service Area Contractors and is

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under no obligation to furnish or construct water treatment facilities to maintain or improve the

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quality of the Non-Project Water delivered to the Friant Division Service Area Contractors.

454 (b) The Contractor and the Friant Division Service Area Contractors shall
455 comply with all applicable water and air pollution laws and regulations of the United States and
456 the State of California; and shall obtain all required permits or licenses from the appropriate
457 Federal, State, or local authorities necessary for the delivery of the Non-Project Water on behalf
458 of the Contractor; and shall be responsible for compliance with all Federal, State, and local water
459 quality standards applicable to surface and subsurface drainage and/or discharges generated
460 through the use of Project Facilities or Contractor facilities or Non-Project Water provided
461 conveyed and delivered on behalf of the Contractor.

462 (c) This Article 14 shall not affect or alter any legal obligations of the
463 Secretary to provide drainage or other discharge services.

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

472 (e) Exhibit D, the then-current Quality Assurance Project Plan (hereinafter
473 referred to as the Plan) identifies the minimum water quality standards for monitoring the quality
474 of Non-Project Water introduced by the Contractor into Project Facilities and identifies the
475 laboratories approved by the Contracting Officer that are to be used for conducting water quality
476 analyses. The Contractor is responsible for sampling and analytical costs associated with
477 evaluating quality of the Non-Project Water. Non-Project Water introduced into Project
478 Facilities for purposes of water quality testing is considered Project water.

479 (f) At all times during the term of this Contract, the Contractor shall be in
480 compliance with the requirements of the then-current Plan prepared by the Contracting Officer to
481 monitor Non-Project Water introduced into and conveyed through the Project Facilities. The
482 Plan describes the sample collection procedures, water testing methods, and data review process,
483 including quality control/quality assurance protocols, to verify analytical results.

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

486 CHARGES FOR DELINQUENT PAYMENTS

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

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

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

504 EQUAL EMPLOYMENT OPPORTUNITY

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

506 (a) The Contractor will not discriminate against any employee or applicant for
507 employment because of race, color, religion, sex, disability, or national origin. The Contractor
508 will take affirmative action to ensure that applicants are employed, and that employees are
509 treated during employment, without regard to their race, color, religion, sex, disability, or
510 national origin. Such action shall include, but not be limited to the following: employment,

511 upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination;
512 rates of pay or other forms of compensation; and selection for training, including apprenticeship.
513 The Contractor agrees to post in conspicuous places, available to employees and applicants for
514 employment, notices to be provided by the Contracting Officer setting forth the provisions of this
515 nondiscrimination clause.

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

519 (c) The Contractor will send to each labor union or representative of workers
520 with which it has a collective bargaining agreement or other contract or understanding, a notice,
521 to be provided by the Contracting Officer, advising the labor union or workers' representative
522 of the Contractor's commitments under Section 202 of Executive Order 11246 of September
523 24, 1965 (EO 11246), and shall post copies of the notice in conspicuous places available to
524 employees and applicants for employment.

525 (d) The Contractor will comply with all provisions of EO 11246, and of the
526 rules, regulations, and relevant orders of the Secretary of Labor.

527 (e) The Contractor will furnish all information and reports required by
528 EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant
529 thereto, and will permit access to his books, records, and accounts by the Contracting Agency
530 and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,
531 regulations, and orders.

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

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

547

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

576

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

577 18. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
578 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
579 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,
580 Title III; 42 U.S.C. § 6101, et seq.), Title III of the Americans with Disabilities Act of 1990
581 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.), and any other applicable civil rights laws, and
582 with the applicable implementing regulations and any guidelines imposed by the U.S.
583 Department of the Interior and/or Bureau of Reclamation.

584 (b) These statutes prohibit any person in the United States from being excluded
585 from participation in, being denied the benefits of, or being otherwise subjected to discrimination
586 under any program or activity receiving financial assistance from the Bureau of Reclamation on

587 the grounds of race, color, national origin, disability, or age. By executing this Contract, the
588 Contractor agrees to immediately take any measures necessary to implement this obligation,
589 including permitting officials of the United States to inspect premises, programs, and documents.

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

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

600 GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

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

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

612 BOOKS, RECORDS, AND REPORTS

613 20. The Contractor shall establish and maintain accounts and other books and records
614 pertaining to administration of the terms and conditions of this Contract, including the
615 Contractor's financial transactions; water supply data; project operation, maintenance, and
616 replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop
617 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting
618 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on
619 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and
620 regulations, each party to this Contract shall have the right during office hours to examine and
621 make copies of the other party's books and records relating to matters covered by this Contract.

622 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

623 21. The expenditure or advance of any money or the performance of any obligation of
624 the United States under this Contract shall be contingent upon appropriation or allotment of

625 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
626 obligations under this Contract. No liability shall accrue to the United States in case funds are
627 not appropriated or allotted.

628 ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

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

632 OFFICIALS NOT TO BENEFIT

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

636 CHANGES IN CONTRACTOR’S ORGANIZATION

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

642 NOTICES

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

650 INCORPORATION OF EXHIBITS

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

652 CONTRACT DRAFTING CONSIDERATIONS

653 27. This Contract has been negotiated and reviewed by the parties hereto, each of
654 whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles
655 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party
656 shall be considered to have drafted the stated articles.

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

659 THE UNITED STATES OF AMERICA

660 By: _____
661 Regional Director, Mid-Pacific Region
662 Bureau of Reclamation

663 DELTA LANDS RECLAMATION
664 DISTRICT NO. 770

(SEAL)

665 By: _____
666 President, Board of Trustees

667 Attest:

668 By: _____
Secretary of the Board of Trustees

EXHIBIT “A”

DELTA LANDS RECLAMATION DISTRICT NO. 770 FRIANT DIVISION SERVICE AREA CONTRACTORS’ LISTING

Friant Division Service Area Contractors are CVP and Non-CVP contractors that currently have the ability to take delivery of the Non-Project Water from the Friant-Kern Canal downstream of the Contractor’s pump stations. The potential recipients of the Contractor’s Non-Project Water are listed in the table below and as shown in the following figure.

Any Friant Division Service Area Contractors listed in the table that want to utilize the Non-Project Water on lands that would require biological surveys and/or result in a land use change; any entities able to take delivery of the Non-Project Water from the Friant-Kern Canal but are not included in the following table; and/or any proposed new facilities for the purpose of introducing, conveying, delivering, or discharging the Non-Project Water in a manner not currently described in this Contract may require additional analysis and site-specific approval by the Contracting Officer prior to the exhibits of this Contract being modified.

Potential Recipients of the Contractor’s Non-Project Water

Alpaugh Irrigation District	Lindsay-Strathmore Irrigation District
Arvin-Edison Water Storage District	Lower Tule River Irrigation District
Atwell Island Water District	North Kern Water Storage District*
Berrenda Mesa Project [#]	Orange Cove Irrigation District
Cawelo Water District*	Pioneer Project [#]
City of Bakersfield 2800 Acres Project [#]	Pixley Irrigation District
City of Lindsay	Pixley National Wildlife Refuge
County of Tulare subcontractors (City of Lindsay, City of Visalia, Strathmore PUD, Stone Corral ID, Styrotek, Inc., Atwell Island, Alpaugh ID, Saucelito ID, Smallwood Vineyards; Hills Valley ID)	Porterville Irrigation District
Delano-Earlimart Irrigation District	Rosedale Rio Bravo Water Storage District*
Exeter Irrigation District	Saucelito Irrigation District
Hills Valley Water District	Semitropic Water Storage District*
Ivanhoe Irrigation District	Shafter-Wasco Irrigation District
Kaweah- Delta Water Conservation District	Southern San Joaquin Municipal Utility District
Kern County Water Agency*	Stone Corral Irrigation District
Kern Delta Water District*	Strathmore Public Utility District*
Kern National Wildlife Refuge	Tea Pot Dome Water District
Kern-Tulare Water District	Terra Bella Irrigation District
Kern Water Bank Authority [#]	Tri Valley Irrigation District
Lewis Creek Water District	Tulare Irrigation District
Lindmore Irrigation District	Westside Mutual Water Company, LLC*

* Those entities are unable to take delivery of the Non-Project Water until their water conservation plan is submitted to Reclamation in accordance with Article 11 or notification is provided that they are not required under California law to create and maintain a water conservation plan.

[#] These entities are banking operations that take delivery of the Non-Project Water for groundwater recharge purposes only and are not required under California law to create and maintain a water conservation plan.

EXHIBIT “B”

**DELTA LANDS RECLAMATION DISTRICT NO. 770
 YEAR 2012 CONVEYANCE RATES
 (Per Acre-Foot)**

Cost Component	Irrigation Cost of Service⁽¹⁾⁽⁶⁾⁽⁷⁾	RRA Full Cost 202(3)⁽²⁾	RRA Full Cost 205(a)(3)⁽³⁾	Incremental Fee⁽⁴⁾	M&I Cost of Service⁽⁵⁾⁽⁶⁾⁽⁷⁾
Water Marketing	\$6.43	\$6.43	\$6.43	\$6.43	\$3.13
Conveyance					
O&M	*	*	*	*	*
Capital	\$5.81	\$11.52	\$13.93	\$13.93	\$4.58
Other Cost	\$0.43	\$0.85	\$1.03	\$1.03	\$1.75
Total Cost of Service Rate	\$12.67	\$18.80	\$21.39	\$21.39	\$9.46

- (1) The Irrigation Cost of Service Rate is applicable to Eligible Lands that are entitled to receive Irrigation Water at other than a Full-Cost Rate.
- (2) The RRA Section 202(3) Full Cost Rate is applicable to a Qualified Recipient or to a Limited Recipient (as those terms are defined in Section 202 of the RRA) receiving Irrigation Water on or before October 1, 1981.
- (3) The RRA Section 205(a)(3) Full Cost Rate is applicable to a Limited Recipient (as that term is defined in Section 202 of the RRA) that did not receive Irrigation Water on or before October 1, 1981, and those prior law landholders leasing land in excess of their entitlement.
- (4) The Incremental Fee is applicable to Ineligible Lands pursuant to subdivision (b) of Article 9 of this Contract. (Incremental Fee requirements for Ineligible Lands are set forth in 43 CFR 426.15.)
- (5) The M&I Cost of Service Rate is applicable to Non-Project Water delivered for municipal and industrial purposes.
- (6) Any Non-Project Water used for groundwater recharge purposes will be conveyed at the applicable irrigation or M&I rate as determined by the Friant Division Service Area Contractor’s end use.
- (7) Any Friant Division Service Area Contractor taking delivery of Non-Project Water for refuge purposes shall contact the Contracting Officer and Contractor in advance to confirm the conveyance at a ‘no cost’ water rate.

**Conveyance operation and maintenance costs were removed for ratesetting purposes and are billed directly by the Operating Non-Federal Entity.*

EXHIBIT “C”

SOURCE(S) OF DELTA LANDS RECLAMATION DISTRICT NO. 770 NON-PROJECT WATER AND ASSOCIATED DOCUMENTATION

INTRODUCTION - The Non-Project Water will be introduced into the Friant-Kern Canal from one or more of the following locations in accordance with Exhibit “C”-1, Exhibit “C”-2, Exhibit “C”-3, and Exhibit “C”-5:

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.

Tulare County:

- Eight (8) water pumps and discharge pipes on the right bank adjacent to the St. John’s River Wasteway, and four (4) water pumps and discharge pipes on the left bank at the downstream end of the FKC siphon under the St. John’s River, on the FKC right-of-way at the St. John’s River, Mileposts 69.45 and 69.58
- 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

DELIVERY – The Non-Project Water will be delivered to those Friant Division Service Area Contractors downstream of the points of introduction noted above in accordance Exhibit “A” and Exhibit “C”-5 and/or discharged into the Kern River in accordance with Exhibit “C”-4.

Following are Exhibits C-1 through C-5 to be updated annually by the Contracting Officer:

- Exhibit “C”-1 is the documentation from the Kings River Water Association that addresses the terms and conditions for the introduction of Non-Project Water from the Kings River into the Friant-Kern Canal.
- Exhibit “C”-2 is the documentation from the Tule River Association that addresses the terms and conditions for the introduction of Non-Project Water from the Tule River into the Friant-Kern Canal.
- Exhibit “C”-3 is the documentation from the Kaweah and St. Johns Rivers Association which addresses the terms and conditions for the introduction of Non-Project Water from the St. John’s River into the Friant-Kern Canal.
- Exhibit “C”-4 is the documentation from the Kern River Watermaster that addresses the terms and conditions for the discharge of Non-Project Water into the Kern River.
- Exhibit “C”-5 is the Contractor’s O&M Agreement with the Friant Water Authority.

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

RECEIVED

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BUREAU OF RECLAMATION
SOGAO, FRESNO, CA

4888 EAST JENSEN AVENUE
FRESNO, CALIFORNIA 93725
TELEPHONE (559) 266-0767
FAX (559) 266-3918

November 18, 2011

OFFICIAL FILE COPY

**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

CODE	ACTION	SURNAME & DATE
440		
414	480	
DATE ACTION TAKEN		
COPIES TO		
Classification <i>WTR 4.00</i>		
Project <i>CVP-Delta Lands #770</i>		
Control No. <i>11086779</i>		
Folder I.D. <i>1148308</i>		
Date Input & Initials <i>NOV 21 2011</i>		

Ms. Valerie Curley
U.S. Bureau of Reclamation
1243 N Street
Fresno, California 93721

Re: Floodwater Diversion Program

Dear Ms. Curley:

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 through the 2012 calendar year. 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
Gary W. Sawyers, Esq.

RESOLUTION

IT IS HEREBY RESOLVED that with respect to a landowner or operator proposal to divert unusable, potentially damaging, flood water of the Tule River into the Friant Kern Canal or other available diversion facility, it shall be the policy of the Tule River Association to allow such diversion without objection provided that the proposed diverter agrees to and complies with the following conditions:

1. The diversions not adversely affect existing Tule River appropriative, riparian, and overlying landowner water rights.
2. That the water diverted be unusable within the Tule River Basin that would otherwise flood lands of the Tulare Lake Basin.
3. That the quantity of water so diverted, together with the irrigation and spreading use upstream of Tulare Lake, shall not exceed the average daily second foot release specified in the Corps of Engineers Success Dam Flood Control Diagram, unless additional release is required by the Corps of Engineers.
4. That the diverter take all measures necessary to prevent damage to properties adjacent to the forebay utilized for such diversions by reason of resulting high groundwater levels.
5. That the proposed diverter provide to the Association a written agreement to indemnify and save harmless the Association and its members from any damages and claims of damages of third persons arising directly or indirectly from the diversion of the flood waters.
6. That the diversions are coordinated with the Tule River Watermaster as to notice, timing and quantity.

Certification

The undersigned, Secretary to the Board, does hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted at a meeting of the Tule River Association on December 10, 1997.

Date: 11-03-11


Richard L. Schafer

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KAWEAH & ST. JOHNS RIVERS ASSOCIATION

Since 1974

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BUREAU OF RECLAMATION
SCCAO, FRESNO, CA

November 3, 2011

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, 2012. 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 is entering 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

COPY

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 2012 water year only, and is subject to change in subsequent years.

Sincerely,



Mark Larsen
Watermaster

ML:kh

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

COPY

KERN RIVER WATERMASTER

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

P.O. Box 81435
Bakersfield, CA 93380-1435
Facsimile (661) 393-6884

November 23, 2011

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

RECEIVED
2011 NOV 28 PM 1 38
BUREAU OF RECLAMATION
SCCAO, FRESNO, CA

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

Kern River Watermaster

Cc: Kern River Interests
Walter Bricker, DLRD
John Ryan, COB
Valerie Curley, Bureau of Reclamation

COPY

FRIANT WATER AUTHORITY

October 2, 2012

Ms. Valerie J. Curley
Chief, Contract Administration Branch
US Bureau of Reclamation
1243 N Street
Fresno, CA 93721

Harvey A. Bailey
Chairman of the Board

Nick Canata
Vice Chairman

Tom Runyon
Secretary/Treasurer

Ronald D. Jacobsma
General Manager

Jennifer T. Buckman
General Counsel

Re: Friant Water Authority/Delta Lands Reclamation District 770 O&M Agreement
Water Distribution Hierarchy

Dear Ms. Curley:

Consistent with our August 13, 2012 email and associated subsequent discussions, Friant Water Authority (FWA) is issuing this letter in order to clarify the currently proposed distribution hierarchy of potential Delta Lands Reclamation District 770 (DLRD 770) water introduced into the Friant-Kern Canal under the contemplated 25 year Warren Act contract with the US Bureau of Reclamation (USBR). As there have been revisions to the hierarchy listed in the 2010 Operation and Maintenance (O&M) Agreement between FWA and DLRD 770, FWA provides for your use the following hierarchy which is anticipated to be included in the new O&M Agreement:

1. M&I use by Friant Division or Cross Valley Contractors (with preference going to Friant Division Contractors)
2. Groundwater recharge use by Friant Division or Cross Valley Contractors (with preference going to Friant Division Contractors)
3. Irrigation use by Friant Division or Cross Valley Contractors (with preference going to Friant Division Contractors)
4. M&I, groundwater recharge, irrigation, or wildlife use by non-long-term contractors and/or Refuges when delivered via partnerships with Friant Division or Cross Valley Contractors (with preference going to Friant Division Contractors)
5. M&I, groundwater recharge, irrigation, or wildlife use by non-long-term contractors and/or Refuges when DLRD Non-CVP water is conveyed via direct delivery
6. Discharge into the Kern River

Member Agencies
Arvin-Edison W.S.D.
Delano-Earlimart I.D.
Exeter I.D.
Fresno I.D.
Ivanhoe I.D.
Kaweah Delta W.C.D.
Kern-Tulare W.D.
Lindmore I.D.
Lindsay-Strathmore I.D.
Lower Tule River I.D.
Madera I.D.
Orange Cove I.D.
Pixley I.D.
Porterville I.D.
Saucelito I.D.
Shafter-Wasco I.D.
Stone Corral I.D.
Tea Pot Dome W.D.
Terra Bella I.D.
Tulare I.D.

Main Office
854 N. Harvard Avenue
Lindsay, CA 93247

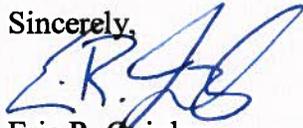
Phone: 559-562-6305
Fax: 559-562-3496

Sacramento Office
1107 9th Street, Suite 640
Sacramento, CA 95814

Phone: 916-346-4165
Fax: 916-346-3429

FWA remains supportive of USBR actions to complete the contemplated 25 Year Warren Act contract with DLRD 770. Should you have any additional questions regarding this matter, please contact me to discuss further.

Sincerely,



Eric R. Quinley
Maintenance Manager

Draft

Main Office
854 N. Harvard Avenue
Lindsay, CA 93247

Phone: 559-562-6305
Fax: 559-562-3496

Sacramento Office
1107 9th Street, Suite 640
Sacramento, CA 95814

Phone: 916-346-4165
Fax: 916-346-3429

Website: www.friantwater.org

FRIANT

WATER AUTHORITY

December 19, 2010

Delta Lands Reclamation District No. 770
P.O. Box 877
Corcoran, California 93212

Subject: Temporary Warren Act Contract between the United States and Delta Lands
Reclamation District 770

To Whom It May Concern:

Article 5(a) of the subject Warren Act Contract dated July 1, 2010; (the "Warren Act Contract") conditions your introduction of Damaging Flood Water into the Friant-Kern Canal on the development of an agreement with the Friant Water Authority (the "Operating Non-Federal Entity"). This document serves as the agreement between the Delta Lands Reclamation District Number 770 (the "Contractor") and the Operating Non-Federal Entity. Accordingly, when executed by the Contractor, this letter will constitute a legally binding agreement that is enforceable in accordance with its terms under California law.

The Contractor and the Operating Non-Federal Entity agree as follows:

A. Term Meanings

Terms with their initial letters capitalized have the same meanings ascribed to those terms in the Warren Act Contract.

B. Legal Authority

1. Performance of Agreements. The Contractor represents and warrants to the Operating Non-Federal Entity that it has all necessary legal authority and right to enter into and perform this letter agreement and the Warren Act Contract, including without limitation the legal right to introduce Damaging Flood Water into the Friant-Kern Canal.

2. Indemnity. The Contractor will indemnify, defend and hold harmless the Bureau of Reclamation, the Operating Non-Federal Entity, the Operating Non-Federal Entity's members, including all of their respective officers, representatives, employees and agents and all other parties diverting water from the Friant-Kern Canal from and against all losses, claims lawsuits, damages, fines and all similar costs and expenses (including without limitation attorneys' fees and court costs) as the result of the failure of the Contractor to have the necessary legal authority and right to enter into and perform this letter agreement and the Warren Act Contract.

C. Water Quality Standards and Mitigation

1. Compliance with Applicable Water Quality Standards. At all times while Damaging Flood Water is being introduced into the Friant-Kern Canal under the Warren Act Contract, such Damaging Flood Water will meet applicable water quality standards imposed by local, state and federal laws and regulations including the Bureau of Reclamation South-Central California Area Office's Policy for Accepting Non-Project Water into the Friant Division of the Central Valley Project, attached hereto as Appendix A, with the exceptions noted below in Sections C.3-C.7.

The referenced applicable water quality standards are subject to change. The Contracting Officer shall determine if a change could have an impact on the quality of water delivered to a Central Valley Project long-term or temporary contractor(s). Should such determination indicate that an impact is possible, the Contracting Officer shall consult with the Contractor and with the Operating Non-Federal Entity, to the extent reasonably practicable, to determine if adherence to the applicable standards is warranted. The final decision as to implementation shall rest with the Contracting Officer.

2. Indemnification. The Contractor will indemnify, defend and hold harmless the Bureau of Reclamation, the Operating Non-Federal Entity, the Operating Non-Federal Entity's members, including all of their respective officers, representatives, employees and agents and all other parties diverting water from the Friant-Kern Canal from and against all losses, claims lawsuits, damages, fines and all similar costs and expenses (including without limitation attorneys' fees and court costs) as the result of the failure of such Damaging Flood Water to meet any applicable water quality standards.

In addition, the Contractor will indemnify, defend and hold harmless the Bureau of Reclamation, the Operating Non-Federal Entity, the Operating Non-Federal Entity's members, including all of their respective officers, representatives, employees and agents and all other parties diverting water from the Friant-Kern Canal from and against all losses, claims, lawsuits, damages, fines and all similar costs and expenses (including without limitation attorneys' fees and court costs) resulting from the failure of the Contractor to acquire all required permits and licenses to discharge Damaging Flood Water into the Friant-Kern Canal and to its ultimate disposition.

3. Sampling and Analysis Protocols and Quality Assurance Plan. The Sampling and Analysis Protocol and Quality Assurance Plan (Quality Assurance Plan) has been prepared by Reclamation for the specific purpose of enhancing the integrity of water quality data. The Quality Assurance Plan must be implemented by the Contractor's consulting agent(s) throughout sample collection and handling and by all contracted service providers responsible for chemical and biological analytical testing.

It shall be the Contractor's responsibility to adhere to the provisions of the Quality Assurance Plan. Failure of the Contractor and its agents to abide by its requirements may result in termination of the Warren Act Contract at the Contracting Officer's discretion.

4. Title 22. All Damaging Flood Water introduced into the Friant-Kern Canal by the Contractor shall be tested each year for complete Title 22 constituents, prior to the initiation of discharge into the Friant-Kern Canal.

5. Turbidity. All Damaging Flood Water introduced into the Friant-Kern Canal by the Contractor shall meet a minimum standard of 40 NTU or less, when Municipal and Industrial ("M&I") water users are receiving water from the Friant-Kern Canal downstream from the point of introduction of Damaging Flood Water. Subject to the foregoing and the Contractor's obligation to comply with all applicable water quality standards, Damaging Flood Water quality may be of higher turbidity than the receiving water. The Contractor shall compensate each Long-Term Friant and Federal Cross Valley Canal contractor that receives water which in whole or in part contains Damaging Flood Water, in accordance with the following mitigation schedule:

Damaging Flood Water Turbidity Level (NTU)	Payment Per Acre-Foot of Received Water		
	M&I Deliveries	Groundwater Recharge Deliveries	Agricultural Use Deliveries
Less than Friant-Kern Canal	No Charge	No Charge	No Charge
Greater than Friant-Kern Canal and Less than 40	\$ 20.00	\$ 0.60	No Charge
Greater than 40	Not Allowed	\$ 3.00	No Charge

The Operating Non-Federal Entity shall invoice the Contractor monthly for any amounts owed to Long-Term Friant or Federal Cross Valley Canal contractors under this section. The Contractor will pay the Operating Non-Federal Entity within 30 days after receipt of an invoice of such amounts owed. The Operating Non-Federal Entity will facilitate the forwarding of such amounts paid by the Contractor to the respective Long-Term Friant or Federal Cross Valley Canal contractor(s).

The Contractor shall arrange for a certified analytical laboratory to determine both the background turbidity in the Friant-Kern Canal and of Damaging Flood Water introduced into the Friant-Kern Canal. The testing frequency for turbidity shall be weekly if the turbidity of Damaging Flood Water is less than 10 NTU or daily should such turbidity exceed 10 NTU. All test results shall be reported to the Operating Non-Federal Entity no later than 48 hours after collection. Two consecutive samples showing that the turbidity of the Damaging Flood Water is

greater than 40 NTU when M&I water users are receiving water from the Friant-Kern Canal downstream from the point of introduction of Damaging Flood Water will require immediate cessation of pumping of the Damaging Flood Water. Thereafter, two consecutive compliant test results from water samples taken at least 24 hours apart will be required before pumping is allowed to resume.

6. Coliform. The Contractor shall test for total coliform in Damaging Flood Water introduced into the Friant-Kern Canal. Damaging Flood Water must meet a minimum standard of 1,000 MPN or less in total coliform. The testing frequency shall be daily for the first seven days of pumping. Testing frequency shall be weekly thereafter if all tests are in compliance with the threshold stated above. All results shall be reported to the Operating Non-Federal Entity no later than ten calendar days after a water sample has been taken; provided that, the "Present/Absent" results shall be reported within 48 hours after water samples are taken. Any test result not in compliance with the above stated minimum standard must be reported immediately. Two consecutive samples showing that the total coliform count does not meet the above stated minimum standard will require immediate cessation of pumping of the Damaging Flood Water. Two consecutive compliant test results from water samples taken at least 24 hours apart will be required before pumping is allowed to resume.

Compliance with the total coliform standard stated above shall not apply if M&I water users are not receiving water from the Friant-Kern Canal downstream from the point of introduction of Damaging Flood Water, however, the Contractor must provide compliant test results from a water sample taken within seven days prior to any M&I district commencing deliveries from the Friant-Kern Canal downstream from the point of introduction of Damaging Flood Water in order to continue pumping Damaging Flood Water into the Friant-Kern Canal.

7. Giardia and Cryptosporidium. The Contractor shall test all sources of Damaging Flood Water for Giardia and Cryptosporidium in an effort to establish a database. At this time, no upper threshold shall be established. All Damaging Flood Water sources shall be tested, at their point of diversion before any Damaging Flood Water is pumped into the Friant-Kern Canal. Test results shall be delivered to the Operating Non-Federal Entity within 60 days of sampling.

8. Testing Costs. The Contractor shall be responsible for all costs associated with all water quality testing requirements of this Agreement, including determining water quality of receiving waters in the Friant-Kern Canal.

9. Watershed Sanitary Survey. Federal law requires entities that deliver water for domestic consumption to prepare a watershed sanitary survey for their source water. The introduction of Damaging Flood Water by the Contractor may expand the scope of such surveys for any Central Valley Project contractor receiving Friant Division water downstream of the point of introduction into the Friant-Kern Canal of such Damaging Flood Water. The Contractor agrees to prepare and/or cost share in the preparation of any sanitary survey(s) necessitated or expanded by the Contractor's actions under the Warren Act Contract (in a manner satisfactory to the Operating Non-Federal Entity) for any streams for which pumping activities may be initiated

and not already otherwise required of any Central Valley Project contractor in the receipt of Friant Division Project water.

All water quality data collected by Reclamation, the Operating Non-Federal Entity, and the Contractor to meet the requirements of this Agreement will be shared with entities that deliver water from the Friant-Kern Canal for domestic consumption for inclusion in future sanitary surveys.

D. Disposition of Damaging Flood Water

1. Section 3(b) of the Warren Act Contract obliges that the Contractor assist in determining the disposition of Damaging Flood Water, prior to its introduction into the Friant-Kern Canal. This Agreement establishes the following prioritization of Damaging Flood Water recipients and the Contractor agrees to implement this prioritization throughout the determination of the ultimate disposition of Damaging Flood Water.

Prioritization procedures apply to contractors downstream of the point of introduction of Damaging Flood Water and will be divided pro rata based on the priorities set forth below and ordered water if all downstream contractor demands cannot be met by the available Damaging Flood Water. Priorities are based primarily on the order of impact on the contractors' end use and secondarily on the relative priority of the contractor's contract as follows:

PRIORITY	END USES	CONTRACTOR TYPE
First	M&I	Long-Term Friant/Federal Cross Valley
Second	Groundwater Recharge	Long-Term Friant/Federal Cross Valley
Third	Irrigation	Long-Term Friant/Federal Cross Valley
Fourth	All Uses	CVP Temporary Contractors
Fifth	All other deliveries	

The Contractor acknowledges and agrees to the foregoing prioritization system. However, the Contractor shall not be responsible for the resultant disposition of the Damaging Flood Water nor liable for any claims, damages, costs or fees, (including without limitation attorneys' fees and court costs) of inappropriate disposition of the Damaging Flood Water asserted by any Long-Term Friant or Federal Cross Valley Canal contractor.

E. Payment to Operating Non-Federal Entity for Establishment, Coordination, Oversight and Wheeling O&M

1. Provision of Damaging Flood Water. Damaging Flood Water introduced by the Contractor into the Friant-Kern Canal shall be provided to all Long-Term Friant and Federal Cross Valley Canal contractors at no cost to the receiving contractor.

2. Minimum Coordination Fee. Subsequent to execution of this letter agreement and prior to pump in of non-project water into the Friant-Kern Canal by Contractor, the Contractor shall pay the Operating Non-Federal Entity a nonrefundable fee of \$20,000 for the establishment, coordination and oversight of Damaging Flood Water pumping activities. Such fee will also be applied as a credit against the wheeling fees and water quality testing fees payable in accordance with Paragraphs 3 and 4 of this section.

3. Wheeling Fees. The Contractor agrees to pay the Operating Non-Federal Entity a wheeling fee for the conveyance of Damaging Flood Water associated with the operation and maintenance of the Friant-Kern Canal. Maintenance activities covered by this fee shall include silt removal, repair and painting of gates, and all routine maintenance below the water line of the canal prism. This fee also recognizes the value of providing Damaging Flood Water to the principal Friant-Kern Canal O&M underwriters (Long-Term Friant and Federal Cross Valley Canal contractors) as follows:

- a. *\$1.00 per acre-foot for Damaging Flood Water delivered to Long-Term Friant and Federal Cross Valley Canal contractors;*
- b. *The Friant-Kern Canal per acre-foot conveyance O&M rate associated with the delivery of Section 215 water to any temporary CVP contractor if the Damaging Flood Water is delivered in lieu of CVP Section 215 water supplies otherwise available. Such Friant-Kern Canal O&M rate is currently \$8.31 and may be adjusted monthly, but will not exceed \$10.00 per acre-foot nor be less than \$2.50 per acre-foot;*
- c. *\$2.50 per acre-foot for any other Damaging Flood Water pumped into the Friant-Kern Canal.*

Should the non-refundable fee described in Paragraph 2 of this section be exhausted, wheeling fees will be paid to the Operating Non-Federal Entity by the Contractor within 30 days after receipt of an invoice for such fees from the Operating Non-Federal Entity. The Contractor shall provide all records requested by the Operating Non-Federal Entity reasonably necessary to determine the amount of the wheeling fee.

4. Water Quality Testing Fees. The Contractor shall be responsible for testing as outlined in Article 14 and Exhibit D of the Warren Act Contract and the attached USBR Policy for Accepting Non-Project Water into the Friant-Kern Canal of the Central Valley Project

(Appendix A). The Contractor further agrees to pay the Operating Non-Federal Entity for any water quality sampling which the Operating Non-Federal Entity performs in accordance with this Agreement.

F. General

1. Attorneys' Fees. In the event there is any litigation involving the terms or enforceability of this letter agreement, the prevailing party will be entitled to its attorneys' fees and costs.

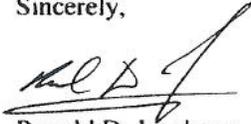
2. Severability. If any provision of this letter agreement or the application thereof is held to be invalid by a court of competent jurisdiction, the invalidity will not affect the other provisions of this letter agreement and the invalid provisions will be considered severable from the remainder of this letter agreement.

3. Binding Agreement. The agreements set forth in this letter may not be modified or amended in any way except in writing signed by both parties.

4. Term. This letter agreement will terminate with the termination of the Warren Act Contract between the United States and Delta Lands Reclamation District Number 770 on May 31, 2011.

If you agree to the terms set forth above, please so indicate by signing and dating the enclosed copy of this letter and returning it to me. We will thereupon advise the Bureau of Reclamation that the required agreement between the Operating Non-Federal Entity and the Contractor has been reached.

Sincerely,



Ronald D. Jacobsma
General Manager

The undersigned hereby accepts and agrees to the foregoing as of this
20th day of December, 2010.

DELTA LANDS RECLAMATION DISTRICT NUMBER. 770

By: 

Its: PROG. REE

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)¹, 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 policy².

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.

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

Draft

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.

(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
Primary Constituents (CCR § 64431)					
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 ₃)	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
Secondary Constituents (CCR § 64449)					
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
EPA 515.3 Method					
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
EPA 524.2 Method (Volatile Organic Chemicals)					
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
EPA 525.2 Method					
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
EPA 531.1 Method					
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
EPA 547 Method					
Glyphosate	µg/L	EPA 547	700	4	1071-83-6
EPA 548.1 Method					
Endothal	µg/L	EPA 548.1	100	4	145-73-3
EPA 549.2 Method					
Diquat	µg/L	EPA 549.2	20	4	85-00-7
EPA 613 Method					
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.

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

Table 2b. Unregulated Chemicals (CCR § 64450)

CONSTITUENT OR PARAMETER	Units	Recommended Method	California Department of Health Services		CAS Registry Number	
			Notification Level	Response Level		
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
Friant Water Authority
Friant Division, California
Water Quality Monitoring Requirements**

Notes for Tables 2a and 2b

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)

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

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

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