

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Delta Division and San Luis Unit, Central Valley Project, California

TEMPORARY CONTRACT BETWEEN THE UNITED STATES
AND
DEL PUERTO WATER DISTRICT
PROVIDING FOR STORAGE AND CONVEYANCE OF NON-PROJECT WATER

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

18 [2nd] WHEREAS, the Contractor asserts a right to a Non-Project Water supply for
19 irrigation purposes and has requested the United States store and/or convey said Non-Project
20 Water through Excess Capacity in the Delta-Mendota Canal and associated facilities, features of
21 the Delta Division and San Luis Unit, Central Valley Project; and

22 [3rd] WHEREAS, the United States is willing to store and/or convey said Non-Project
23 Water to the Contractor through Excess Capacity in said Project Facilities in accordance with the
24 terms and conditions hereinafter stated; and

25 [4th] WHEREAS, pursuant to the terms and conditions of this Contract and in
26 accordance with Section 14 of the Reclamation Project Act of 1939, the United States is willing
27 to store and/or convey Non-Project Water in the San Luis Reservoir via an exchange of Project
28 Water in the Delta-Mendota Canal; and

29 [5th] WHEREAS, the Contractor is required to notify the San Luis & Delta-Mendota
30 Water Authority when Non-Project Water is introduced into the Delta-Mendota Canal. If the
31 water to be scheduled into the Delta-Mendota Canal is for the Contractor's direct use, then the
32 Contractor, when notifying the San Luis & Delta-Mendota Water Authority of this scheduled
33 water, will send an informal copy of that notice to Central Valley Operations;

34 [6th] WHEREAS, the introduction of Non-Project Water into the Delta-Mendota Canal
35 by the Contractor triggers the use of the Delta-Mendota Canal/California Aqueduct Intertie
36 (Intertie), Reclamation will charge the open letter of agreement between the Contractor and
37 Reclamation that is associated with this Contract with any costs incurred with the use of the
38 Intertie.

39 [7th] WHEREAS, the environmental compliance requirements for the execution of this
40 Contract have been met by Environmental Assessment (EA) Number CGB-EA-2022.031 entitled
41 “Extension of Del Puerto Water District’s Warren Act Contract for Conveyance and Storage of
42 Groundwater from Mapes Ranch,” which resulted in a Finding of No Significant Impact dated
43 June 23, 2022.

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

46 DEFINITIONS

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

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

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

54 (c) “Contractor’s Boundaries” shall mean the geographic area within which
55 the Contractor is authorized to serve Non-Project Water as set forth on Exhibit A, which may be
56 modified in accordance with Article 24, without amendment of this Contract;

57 (d) “Eligible Lands” shall mean all lands to which Irrigation Water may be
58 delivered in accordance with Section 204 of the RRA;

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

62 (f) “Full-Cost Lands” shall mean landholdings described in Sections
63 205(a)(3) and 202(3) of the RRA;

64 (g) “Incremental Fee” shall mean the fee, as set forth in Exhibit B, to be paid
65 to the United States pursuant to the acreage limitation provisions of the Federal Reclamation
66 laws for Non-Project Water conveyed through Project Facilities that will be used to irrigate
67 Ineligible Lands;

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

70 (i) “Irrigation Water” shall mean Non-Project Water used to irrigate land
71 primarily for the production of commercial agricultural crops or livestock, and domestic and
72 other uses that are incidental thereto. It does not include uses such as watering golf courses;
73 lawns and ornamental shrubbery used in residential and commercial landscaping, household
74 gardens, parks and other recreational facilities; pasture for animals raised for personal purposes
75 or for nonagricultural commercial purposes; cemeteries; and similar uses (except to the extent
76 that some of these uses may be incidental to uses that are primarily agricultural). It also does not
77 include commercial agricultural uses that do not require irrigation, such as fish farms and
78 livestock production in confined feeding or brooding operations;

79 (j) Omitted;

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

83 (l) “Operating Non-Federal Entity” shall mean the San Luis & Delta-
84 Mendota Water Authority, its successors or assigns, a non-Federal entity that has the obligation

85 pursuant to a separate agreement with the United States to operate and maintain all or a portion
86 of the Project Facilities, and which may have funding obligations with respect thereto;

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

89 (n) “Project Facilities” shall mean the Delta-Mendota Canal, Intertie, O’Neill
90 Forebay, San Luis Reservoir and associated facilities, constructed as features of the Delta
91 Division and San Luis Unit, Central Valley Project;

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

98 (p) “Project Water” shall mean all water that is developed, diverted, stored, or
99 delivered by the Secretary in accordance with the statutes authorizing the Project and in
100 accordance with the terms and conditions of water rights acquired pursuant to California law;

101 (q) “Rates” shall mean the amount to be paid to the United States by the
102 Contractor, as set forth in Exhibit B, for the use of Excess Capacity in the Project Facilities made
103 available pursuant to this Contract;

104 (r) “RRA” shall mean the Reclamation Reform Act of October 12, 1982
105 (96 Stat. 1263), as amended;

106 (s) “Secretary” shall mean the Secretary of the Interior, a duly appointed
107 successor, or an authorized representative acting pursuant to any authority of the Secretary and
108 through any agency of the Department of the Interior; and

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

111 TERM OF CONTRACT

112 2. This Contract shall become effective on August 1, 2022 and shall remain in effect
113 through February 29, 2024: Provided, That upon written notice to the Contractor, this Contract
114 may be terminated by the Contracting Officer at an earlier date, if the Contracting Officer
115 determines that the Contractor has not been complying with one or more terms or conditions of
116 this Contract.

117 INTRODUCTION, STORAGE, CONVEYANCE, AND DELIVERY OF NON-PROJECT

118 WATER

119 3. (a) During the term of this Contract, the Contractor may introduce the
120 remainder of the 10,000 acre-feet of Non-Project Water from the source(s) identified in Exhibit
121 C into the Project Facilities at points identified on Exhibit C through February 28, 2023. In
122 addition, the Contractor may store and/or convey Non-Project Water pursuant to this Contract,
123 which Non-Project water was previously introduced into the Project Facilities pursuant to
124 Contract No. 21-WC-20-5818 as well as this Contract through February 29, 2024. The United
125 States or the designated Operating Non-Federal Entity shall convey Non-Project Water through
126 Excess Capacity in the Project Facilities from said point(s) of introduction for delivery to the
127 Contractor at the points identified on Exhibit C or other location(s) mutually agreed to in writing
128 by the Contracting Officer and the Contractor, in accordance with an approved schedule

129 submitted by the Contractor pursuant to subdivision (d) of this Article: Provided, That the
130 quantity of Non-Project Water to be delivered to the Contractor from Project Facilities shall not
131 exceed the quantity of Non-Project Water previously introduced into the Project Facilities by the
132 Contractor at said point(s) of introduction, less 5% percent for conveyance losses.

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

140 (c) All Non-Project Water conveyed and delivered to the Contractor pursuant
141 to this Contract shall be used for irrigation purposes.

142 (d) Prior to the introduction of Non-Project Water into the Project Facilities,
143 the Contractor shall submit a schedule to the Contracting Officer and the designated Operating
144 Non-Federal Entity showing the quantities of Non-Project Water to be introduced into the
145 Project Facilities, and the desired time or times for delivery of said Non-Project Water:
146 Provided, That the Contractor is not required to initially schedule delivery of the maximum
147 quantity of Non-Project Water for which the Contractor desires conveyance during the term of
148 this Contract. The initial schedule and any revision(s) thereof shall be in a form acceptable to the
149 Contracting Officer and shall be submitted at such times and in such manner as determined by
150 the Contracting Officer. The Contractor shall not introduce Non-Project Water into the Project

151 Facilities unless and until the schedule and any revision(s) thereof have been approved by the
152 Contracting Officer.

153 (e) All Non-Project Water remaining in the Project Facilities at the end of the
154 Year, shall incur annually, the appropriate Rates pursuant to Exhibit B of this Contract, which
155 shall be updated annually.

156 (1) All Non-Project Water introduced, but not taken directly by the
157 contractor within 30 days, is deemed to be stored in Project Facilities. Any stored Non-Project
158 Water requested by the Contractor and not taken directly by the Contractor within 30 days after
159 such release or conveyance shall be deemed to be unused water donated to the United States for
160 Project purposes. Further, all Non-Project Water made available for delivery to the Contractor
161 from the Project Facilities and not accepted by the Contractor shall be deemed to be unused
162 water donated to the United States for Project purposes.

163 (2) All Non-Project Water remaining in Project Facilities at
164 Contract termination, shall be deemed to be unused water donated to the United States for
165 Project purposes unless the Contractor has requested in writing a subsequent contract instrument
166 at least 90 days prior to termination of this Contract.

167 (3) In the event that the Federal share of San Luis Reservoir fills
168 and capacity is no longer available for the Non-Project Water, the Non-Project Water in the
169 Federal share of San Luis Reservoir shall be deemed to be the first water spilled, in accordance
170 with the then-current Rescheduling Guidelines: Provided, That the Contracting Officer will to
171 the extent possible inform the Contractor by written notice, or otherwise, of any impending spill
172 from the Federal share of San Luis Reservoir.

173 (f) Unless otherwise agreed to in writing by the Contracting Officer, the Non-
174 Project Water shall be introduced into and delivered to the Contractor through existing Project
175 Facilities. If temporary inflow or delivery facilities are required to effectuate the introduction of
176 Non-Project Water into the Project Facilities or the delivery of the Non-Project Water to the
177 Contractor from the Project Facilities, the Contractor shall, at its own cost and expense obtain all
178 appropriate environmental documents, necessary rights-of-way for such facilities, including the
179 appropriate right of-use agreement(s) or other authorizations issued by the United States for any
180 such facilities located on right-of-way for existing Project Facilities. The Contractor, at its own
181 cost and expense, shall be responsible for providing, installing, operating, maintaining, repairing,
182 replacing, and removing said inflow and delivery facilities. The Contractor hereby grants to the
183 Contracting Officer and the Operating Non-Federal Entity access, for the purpose of this
184 Contract, to all temporary inflow and delivery facilities installed by the Contractor.

185 (g) The introduction, storage, conveyance, and delivery of Non-Project Water
186 pursuant to this Contract will not be supported with Project-Use Power. If electrical power is
187 required to convey or pump the Non-Project Water into, through or from the Project Facilities,
188 the Contractor shall: (i) be responsible for the acquisition and payment of all electrical power and
189 associated transmission service charges, and provide a copy of a power contract and copies of
190 payment documents to the Contracting Officer as evidence that such electrical power has been
191 contracted and paid for prior to the introduction, storage, conveyance, and delivery of any Non-
192 Project Water; and/or (ii) prior to the introduction, storage, conveyance, and delivery of any
193 Non-Project Water, enter into a letter of agreement with the United States that provides for the
194 payment of all actual energy costs and fees incurred in the introduction, storage, conveyance and
195 delivery of the Non-Project Water.

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

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

204 MEASUREMENT OF NON-PROJECT WATER

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

209 (b) Unless otherwise agreed to in writing by the Contracting Officer, the
210 Contractor, at its own cost and expense, shall be responsible for providing, installing, operating,
211 maintaining, repairing, replacing, and removing all measurement devices required under this
212 Contract in accordance with any right of-use agreement(s) or other requisite authorization(s)
213 issued by the United States. The Contractor shall be responsible for all costs associated with the
214 issuance of such right-of-use agreement(s) and authorization(s).

215 (c) The Contractor shall maintain accurate records of the quantity of Non-
216 Project Water, expressed in acre-feet, introduced into and delivered from Project Facilities at
217 said authorized point(s) of introduction and delivery and shall provide such records to the

218 Contracting Officer and the Operating Non-Federal Entity at such times and in such manner as
219 determined by the Contracting Officer.

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

237 OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

238 5. (a) The operation and maintenance (O&M) of a portion of the Project
239 Facilities to be used to introduce, convey and deliver the Non-Project Water to the Contractor,
240 and responsibility for funding a portion of the costs of such O&M, have been transferred from

241 the United States to the San Luis & Delta-Mendota Water Authority, the designated Operating
242 Non-Federal Entity, pursuant to a separate agreement, identified as Agreement No. 8-07-20-
243 X0354-X, as amended. That separate agreement shall not interfere with or affect the rights or
244 obligations of the Contractor or the United States hereunder.

245 (b) The Contractor shall pay directly to the San Luis & Delta-Mendota Water
246 Authority, or to any successor approved by the Contracting Officer under the terms and
247 conditions of the separate agreement described in subdivision (a) of this Article 5, all rates,
248 charges, or assessments of any kind, including any assessment for reserve funds, that the San
249 Luis & Delta-Mendota Water Authority or such successor determines, sets, or establishes for the
250 O&M of the portion of the Project Facilities operated and maintained by the San Luis & Delta-
251 Mendota Water Authority or such successor used to convey and deliver the Non-Project Water to
252 the Contractor.

253 (c) For so long as the O&M of any portion of the Project Facilities used to
254 convey and deliver the Non-Project Water to the Contractor is performed by the San Luis &
255 Delta-Mendota Water Authority, or any successor thereto, the Contracting Officer shall adjust
256 those components of the Rates for the Non-Project Water conveyed under this Contract by
257 deleting the costs associated with the activity being performed by the San Luis & Delta-Mendota
258 Water Authority or its successor.

259 (d) In the event the United States reassumes O&M of any portion of the
260 Project Facilities from the Operating Non-Federal Entity, the Contracting Officer shall so notify
261 the Contractor, in writing, and shall revise the Rates on Exhibit B to include the costs associated
262 with the O&M activities reassumed by the United States. The Contractor shall, thereafter, in the
263 absence of written notification from the Contracting Officer to the contrary, pay the Rates,

264 specified in the revised Exhibit B directly to the United States in compliance with Article 6 of
265 this Contract.

266 PAYMENTS AND ADJUSTMENTS

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

273 (b) In the event the quantity of water delivered to the Contractor exceeds the
274 quantity of Non-Project Water authorized pursuant to subdivision (a) of Article 3 of this
275 Contract, that additional amount of water shall be deemed Project water delivered to the
276 Contractor, and an equivalent quantity of water shall be deducted from the Contractor’s Project
277 water supply available thereafter under that certain “Contract Between the United States and
278 Del Puerto Water District Providing for Project Water Service from Delta Division and
279 Facilities Repayment,” as amended, designated Contract No. 14-06-200-922-LTR1-P, with an
280 effective date of October 1, 2020, and payment shall be made at the applicable rate identified on
281 Exhibit B to said contract. The provisions of this subdivision are not exclusive and shall not
282 prohibit the United States from exercising any other remedy, including the early termination of
283 this Contract pursuant to Article 2 of this Contract.

284 (c) The amount of any overpayment by the Contractor by reason of the
285 quantity of Non-Project Water introduced into the Project Facilities and conveyed pursuant to
286 this Contract, as conclusively determined by the Contracting Officer, having been less than the

287 quantity which the Contractor otherwise under the provisions of this Contract would have been
288 required to pay for, shall be applied first to any accrued indebtedness arising out of this Contract
289 then due and owing to the United States by the Contractor. Any amount of such overpayment
290 then remaining shall be refunded to the Contractor: Provided, however, That no refund shall be
291 made by the United States to the Contractor for any quantity of Non-Project Water deemed to be
292 unused water donated to the United States for Project purposes pursuant to subdivision (e) of
293 Article 3 of this Contract.

294 (d) All payments made by the Contractor pursuant to subdivision (a) of this
295 Article 6 shall be covered into the Reclamation Fund pursuant to Section 3 of the Act of
296 February 21, 1911 (36 Stat. 925).

297 (e) The payment of the Rates set forth in this Article 6 for the use of Excess
298 Capacity are exclusive of O&M costs to be paid directly to the Operating Non-Federal Entity by
299 the Contractor, and any additional charges that the Contractor may assess its water users. In
300 accordance with the Act of February 21, 1911 (36 Stat. 925), the Contractor may not impose on
301 its water users any charge for the use of Excess Capacity that exceeds the total amount paid to
302 the United States and to the Operating Non-Federal Entity: Provided, That the Contractor may
303 also charge its water users such additional amounts as are necessary to cover the Contractor's
304 reasonable administrative costs in contracting with the United States for the use of Excess
305 Capacity in the Project Facilities.

306 MEDIUM FOR TRANSMITTING PAYMENTS

307 7. (a) All payments from the Contractor to the United States under this Contract
308 shall be by the medium requested by the United States on or before the date payment is due. The

309 required method of payment may include checks, wire transfers, or other types of payment
310 specified by the United States.

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

315 EXCESS CAPACITY

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

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

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

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

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

334 ACREAGE LIMITATION PROVISIONS

335 9. (a) The Non-Project Water introduced, stored and/or conveyed, and delivered
336 pursuant to this Contract cannot be furnished to irrigate more than 160 acres of Eligible Lands
337 owned directly or indirectly by any one person unless that person has become subject to the
338 discretionary provisions of the RRA. The Rates for furnishing water to irrigate such Eligible
339 Lands are identified as Irrigation Cost of Service, RRA Full Cost 202(3), and RRA Full Cost
340 205(a)(3) on Exhibit B.

341 (b) The Non-Project Water conveyed pursuant to this Contract can be
342 furnished to Ineligible Lands only if the Contractor pays the Incremental Fee specified on
343 Exhibit B.

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

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

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

358 (c) No sale, transfer, or exchange of Non-Project Water conveyed under this
359 Contract may take place without the prior written approval of the Contracting Officer.

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WATER CONSERVATION

11. (a) Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this Contract, the Contractor shall develop a water conservation plan consistent with the plans required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

(b) The parties hereto acknowledge and agree that pursuant to Contract No. 14-06-200-922-LTR1-P, “Contract Between the United States and Del Puerto Water District Providing for Project Water Service from Delta Division and Facilities Repayment,” as amended, with an effective date of October 1, 2020, the Contractor has implemented an effective water conservation plan that has been approved by the Contracting Officer. Said water conservation plan shall be deemed to meet the requirements of subdivision (a) of this Article 11: Provided, That the Contractor, prior to execution of this Contract, documents to the satisfaction of the Contracting Officer that the quantity of Non-Project Water to be conveyed pursuant to this Contract has been included in its approved water conservation plan and that all Non-Project Water conveyed pursuant to this Contract shall be subject to the same water conservation requirements as the Project Water under Contract No. 14-06-200-922-LTR1-P.

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

382 conveyance capacity for the Non-Project Water and does not claim any interest in the Non-
383 Project Water beyond the terms specifically set forth in this Contract.

384 (b) The Contractor shall indemnify and hold harmless the United States, its
385 officers, agents and employees, and the Operating Non-Federal Entity, from any loss or damage
386 and from any liability on account of personal injury, death, or property damage, or claims for
387 personal injury, death, or property damage, of any nature whatsoever arising out of any actions
388 or omissions of the Contractor, its directors, officers, agents, contractors, and employees, under
389 this Contract, including the manner or method in which the Non-Project Water identified on
390 Exhibit C is introduced into and delivered from the Project Facilities. The Contractor further
391 releases the United States, its officers, agents and employees, and the Operating Non-Federal
392 Entity, from every claim for injury to persons, death, or property damage, direct or indirect,
393 resulting from the Contracting Officer’s determination of the quantity of Excess Capacity
394 available in the Project Facilities for conveyance of the Contractor’s Non-Project Water, the
395 determination that the Non-Project Water introduced into Project Facilities must be terminated,
396 and the elimination from Exhibit C of any source(s) of Non-Project Water. Nothing contained in
397 this Article shall be construed as an assumption of liability by the Contractor with respect to such
398 matters.

399 RULES, REGULATIONS, OPINIONS AND DETERMINATIONS

400 13. (a) The parties agree that the delivery of water or the use of Federal facilities
401 pursuant to this contract is subject to Federal reclamation law, as amended and supplemented,
402 and the rules and regulations promulgated by the Secretary of the Interior under Federal
403 reclamation law.

404 (b) The Contracting Officer shall have the right to make determinations
405 necessary to administer this Contract that are consistent with the provisions of this Contract, the
406 laws of the United States and the State of California, and the rules and regulations promulgated
407 by the Secretary. Such determinations shall be made in consultation with the Contractor to the
408 extent reasonably practicable.

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

419 PROTECTION OF WATER AND AIR QUALITY

420 14. (a) Project Facilities used to make available and deliver Non-Project Water to
421 the Contractor shall be operated and maintained in the most practical manner to maintain the
422 quality of the Non-Project Water at the highest level possible as determined by the Contracting
423 Officer: Provided, That the United States does not warrant the quality of the Non-Project Water
424 delivered to the Contractor and is under no obligation to furnish or construct water treatment
425 facilities to maintain or improve the quality of the Non-Project Water delivered to the
426 Contractor.

427 (b) The Contractor shall comply with all applicable water and air pollution
428 laws and regulations of the United States and the State of California; and shall obtain all required
429 permits or licenses from the appropriate Federal, State, or local authorities necessary for the
430 delivery of Non-Project Water by the Contractor; and shall be responsible for compliance with
431 all Federal, State, and local water quality standards applicable to surface and subsurface drainage
432 and/or discharges generated through the use of Project Facilities or Contractor facilities or Non-
433 Project Water provided by the Contractor within the Contractor's Boundaries.

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

436 (d) The Non-Project Water introduced into the Project Facilities shall be of
437 such quality, as determined solely by the Contracting Officer, as to not significantly degrade the

438 quality of the Project Water. If it is determined by the Contracting Officer that the quality of the
439 Non-Project Water from any source(s) identified in Exhibit C will significantly degrade the
440 quality of Project Water in or introduced into the Project Facilities, the Contractor shall, upon
441 receipt of a written notice from the Contracting Officer, arrange for the immediate termination of
442 the introduction of Non-Project Water from such sources(s) into the Project Facilities, and
443 Exhibit C shall be modified to delete such sources(s) of Non-Project Water.

444 (e) At all times during the term of this Contract, the Contractor shall be in
445 compliance with the requirements of the then-current Quality Assurance Project Plan (Plan)
446 prepared by the Contracting Officer to monitor Non-Project Water introduced into and conveyed
447 through the Project Facilities. The Plan describes the sample collection procedures, water testing
448 methods, and data review process, including quality control/quality assurance protocols, to verify
449 analytical results. The Contractor is responsible for sampling and analytical costs associated
450 with evaluating the quality of the Non-Project Water. Non-Project Water introduced into Project
451 Facilities for purposes of water quality testing is considered Project Water.

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

455 CHARGES FOR DELINQUENT PAYMENTS

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

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

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

473 EQUAL EMPLOYMENT OPPORTUNITY

474 The following language is required by Executive Order No. 11246 of September 24,
475 1965, in all government contracts unless and until it is superseded or amended.

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

477 (a) The Contractor will not discriminate against any employee or applicant for
478 employment because of race, color, religion, sex, disability, or national origin. The Contractor
479 will take affirmative action to ensure that applicants are employed, and that employees are
480 treated during employment, without regard to their race, color, religion, sex, disability, or
481 national origin. Such action shall include, but not be limited to the following: employment,
482 upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination;
483 rates of pay or other forms of compensation; and selection for training, including apprenticeship.
484 The Contractor agrees to post in conspicuous places, available to employees and applicants for
485 employment, notices to be provided by the Contracting Officer setting forth the provisions of this
486 nondiscrimination clause.

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

491 (c) The contractor will not discharge or in any other manner discriminate
492 against any employee or applicant for employment because such employee or applicant has
493 inquired about, discussed, or disclosed the compensation of the employee or applicant or another
494 employee or applicant. This provision shall not apply to instances in which an employee who has
495 access to the compensation information of other employees or applicants as a part of such
496 employee's essential job functions discloses the compensation of such other employees or
497 applicants to individuals who do not otherwise have access to such information, unless such
498 disclosure is in response to a formal complaint or charge, in furtherance of an investigation,
499 proceeding, hearing, or action, including an investigation conducted by the employer, or is
500 consistent with the contractor's legal duty to furnish information.

501 (d) The Contractor will send to each labor union or representative of workers
502 with which it has a collective bargaining agreement or other contract or understanding, a notice,
503 to be provided by the Contracting Officer, advising the labor union or workers' representative of

504 the Contractor's commitments under Section 202 of Executive Order 11246 of September 24,
505 1965 (EO 11246), and shall post copies of the notice in conspicuous places available to
506 employees and applicants for employment.

507 (e) The Contractor will comply with all provisions of EO 11246, and of the
508 rules, regulations, and relevant orders of the Secretary of Labor.

509 (f) The Contractor will furnish all information and reports required by EO
510 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,
511 and will permit access to his books, records, and accounts by the Contracting Agency and the
512 Secretary of Labor for purposes of investigation to ascertain compliance with such rules,
513 regulations, and orders.

514 (g) In the event of the Contractor's noncompliance with the nondiscrimination
515 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be
516 canceled, terminated or suspended in whole or in part and the Contractor may be declared
517 ineligible for further Government contracts in accordance with procedures authorized in EO
518 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246
519 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

529 CERTIFICATION OF NONSEGREGATED FACILITIES

530 17. The Contractor hereby certifies that it does not maintain or provide for its
531 employees any segregated facilities at any of its establishments and that it does not permit its
532 employees to perform their services at any location under its control where segregated facilities
533 are maintained. It certifies further that it will not maintain or provide for its employees any
534 segregated facilities at any of its establishments and that it will not permit its employees to
535 perform their services at any location under its control where segregated facilities are
536 maintained. The Contractor agrees that a breach of this certification is a violation of the Equal
537 Employment Opportunity clause in this Contract. As used in this certification, the term
538 "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,
539 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,
540 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
541 facilities provided for employees which are segregated by explicit directive or are in fact
542 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,
543 disability, or otherwise. The Contractor further agrees that (except where it has obtained

544 identical certifications from proposed subcontractors for specific time periods) it will obtain
545 identical certifications from proposed subcontractors prior to the award of subcontracts
546 exceeding \$10,000 which are not exempt from the provisions of the Equal Employment
547 Opportunity clause; that it will retain such certifications in its files; and that it will forward the
548 following notice to such proposed subcontractors (except where the proposed subcontractors
549 have submitted identical certifications for specific time periods):

550 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
551 CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

558 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

559 18. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
560 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
561 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,
562 Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub.
563 L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the
564 applicable implementing regulations and any guidelines imposed by the U.S. Department of the
565 Interior and/or Bureau of Reclamation.

566 (b) These statutes prohibit any person in the United States from being
567 excluded from participation in, being denied the benefits of, or being otherwise subjected to
568 discrimination under any program or activity receiving financial assistance from the Bureau of
569 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this
570 contract, the Contractor agrees to immediately take any measures necessary to implement this
571 obligation, including permitting officials of the United States to inspect premises, programs, and
572 documents.

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

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

583 COMPLIANCE WITH FEDERAL RECLAMATION LAWS

584 19. The parties agree that the delivery of irrigation water or use of Federal facilities
585 pursuant to this contract is subject to Federal reclamation law, including but not limited to the
586 Reclamation Reform Act of 1982 (43 U.S.C. 390aa, *et seq.*), as amended and supplemented, and
587 the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation
588 law.

589 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

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

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

601 BOOKS, RECORDS, AND REPORTS

602 21. (a) The Contractor shall establish and maintain accounts and other books and
603 records pertaining to administration of the terms and conditions of this contract, including the
604 Contractor’s financial transactions; water supply data; Project operation, maintenance, and
605 replacement logs; Project land and rights-of-way use agreements; the water users’ land-use (crop
606 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting
607 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on
608 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws
609 and regulations, each party to this contract shall have the right during office hours to examine
610 and make copies of the other party’s books and records relating to matters covered by this
611 contract.

612 (b) Nothing in this Article 20 shall be construed to limit or constrain the
613 ability of the Bureau of Reclamation to conduct contract compliance reviews of this Contract in
614 accordance with Reclamation Manual Directives and Standards PEC 05-08, last revised
615 November 20, 2014, as may be further revised, amended, modified, or superseded.

616 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

617 22. The expenditure or advance of any money or the performance of any obligation of
618 the United States under this contract shall be contingent upon appropriation or allotment of
619 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
620 obligations under this contract. No liability shall accrue to the United States in case funds are
621 not appropriated or allotted.

622 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

626 OFFICIALS NOT TO BENEFIT

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

630 CHANGES IN CONTRACTOR’S ORGANIZATION

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

636 NOTICES

637 26. Any notice, demand, or request authorized or required by this Contract shall be
638 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
639 delivered to Bureau of Reclamation, South-Central California Area Office, 1243 N Street,
640 Fresno, California 93721, and on behalf of the United States, when mailed, postage prepaid, or
641 delivered to Del Puerto Water District, P.O. Box 1596, Patterson, CA 95363-1596. The
642 designation of the addressee or the address may be changed by notice given in the same manner
643 as provided in this Article for other notices.

644 INCORPORATION OF EXHIBITS

645 27. Exhibits A through D are attached hereto and incorporated herein by reference.

646 CONTRACT DRAFTING CONSIDERATIONS

647 28. This Contract has been negotiated and reviewed by the parties hereto, each of
648 whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles

649 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party
650 shall be considered to have drafted the stated articles. Single-spaced articles are standard articles
651 pursuant to Reclamation policy.

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

654

UNITED STATES OF AMERICA

Michael P. Jackson

655

By: _____

656

Area Manager

657

South-Central California Area Office

658

California-Great Basin Region

659

Bureau of Reclamation

660

DEL PUERTO WATER DISTRICT

661 (SEAL)

662

By: *William M. Koster*

663

President of the Board of Directors

664

Attest:

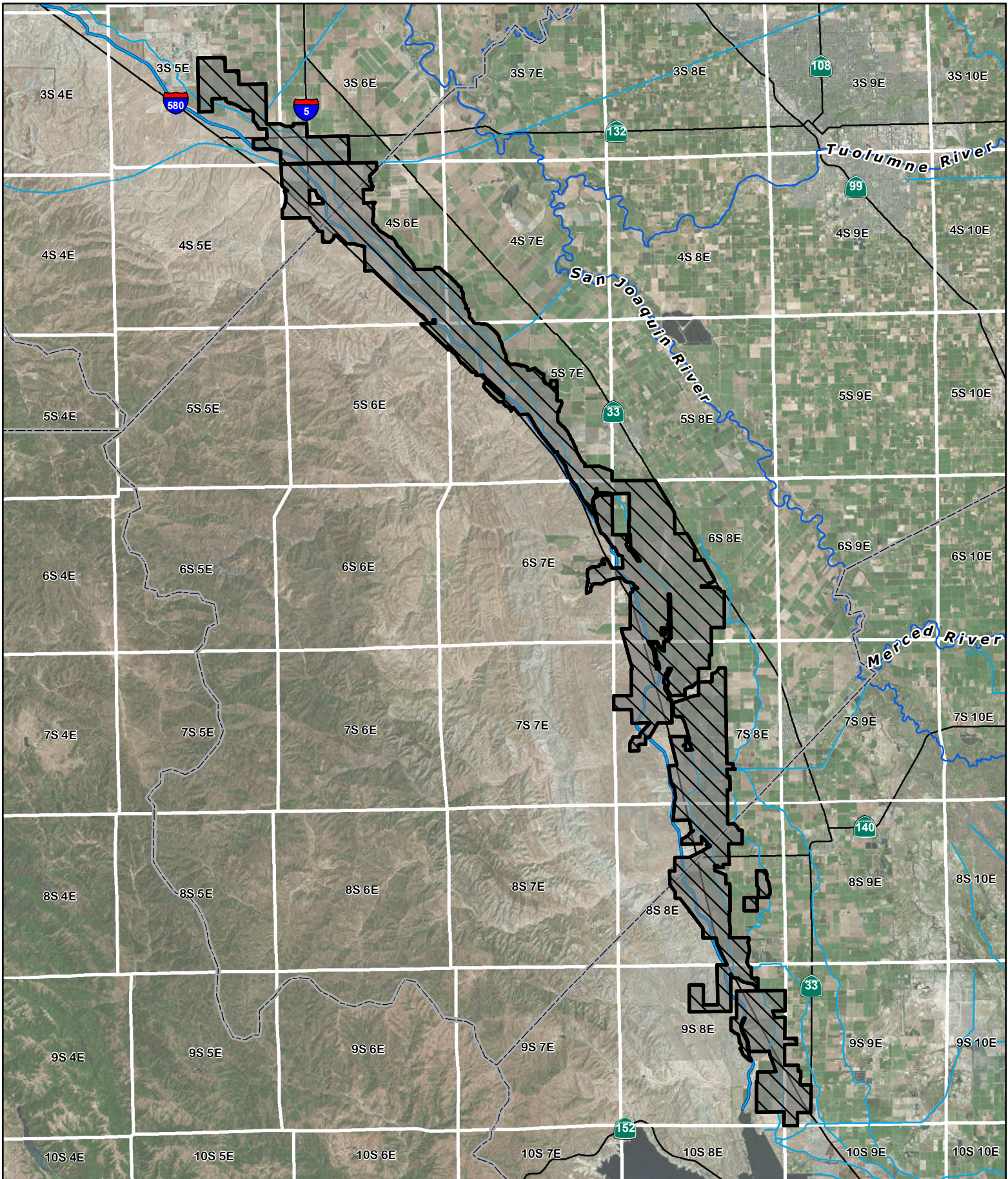
665



By:

Anthia C. Hansen

666

Secretary of the Board of Directors

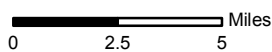


-  District Boundary
-  Contractor's Service Area

Del Puerto Water District

Contract No. 23-WC-20-6066
EXHIBIT A

RECLAMATION
Managing Water in the West



**EXHIBIT B
DEL PUERTO WATER DISTRICT
YEAR 2023 STORAGE AND CONVEYANCE RATES
(Per Acre-Foot)**

Cost Component	Current Year									Prior Year Carryover (4)			
	Irrigation Cost of Service (1)			Incremental Fee (2)			M&I Cost of Service (3)			Irrigation		M&I	
	Conveyance	Storage	Storage Conveyance	Conveyance	Storage	Storage Conveyance	Conveyance	Storage	Storage Conveyance	Carryover Fee	Carryover Conveyance	Carryover Fee	Carryover Conveyance
	DMC (I-1)	DMC to Storage (I-2)	Storage to DMC (I-3)	DMC (IF-1)	DMC to Storage (IF-2)	Storage to DMC (IF-3)	DMC (M-1)	DMC to Storage (M-2)	Storage to DMC (M-3)	3(e) Rate Non-Project Carryover Storage (2022 into 2023) (C-1) WY23 Storage Rates	Carryover Storage to DMC (C-2) WY22 Rates	3(e) Rate Non-Project Carryover Storage (2021 into 2022) (C-3) WY23 Storage Rates	Carryover Storage to DMC (C-4) WY22 Rates
O&M	\$3.72	\$3.72	N/A	N/A	N/A	N/A	\$3.72	\$3.72	N/A	N/A	N/A	N/A	N/A
Conveyance O&M (5)	-	-	N/A	-	N/A	-	-	-	-	-	-	-	-
Conveyance O&M Sub-Total:	\$3.72	\$3.72	\$0.00	\$0.00	\$0.00	\$0.00	\$3.72	\$3.72	\$0.00				
Other Costs	N/A	N/A	N/A	N/A	N/A	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Conveyance Construction (6)	N/A	N/A	N/A	N/A	N/A	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Conveyance Construction Sub-Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Water Marketing and Conveyance:	\$3.72	\$3.72	\$0.00	\$0.00	\$0.00	\$0.00	\$3.72	\$3.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
O'Neil	N/A	\$0.41	N/A	\$0.00	\$0.63	\$0.00	N/A	\$0.26	N/A	N/A	N/A	N/A	N/A
Conveyance Pumping Construction Sub-Total:	\$0.00	\$0.41	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$0.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Storage O&M	N/A	\$13.04	N/A	N/A	\$13.04	N/A	N/A	\$17.23	N/A	\$13.04	N/A	\$17.23	N/A
Storage Construction	N/A	\$2.17	N/A	N/A	\$3.35	N/A	N/A	\$1.31	N/A	\$2.17	N/A	\$1.31	N/A
Storage Sub-Total:	\$0.00	\$15.21	\$0.00	\$0.00	\$16.39	\$0.00	\$0.00	\$18.54	\$0.00	\$15.21		\$18.54	\$0.00
Total Conveyance and Storage:	\$3.72	\$19.34	\$0.00	\$0.00	\$17.02	\$0.00	\$3.72	\$22.52	\$0.00	\$15.21	\$0.00	\$18.54	\$0.00

(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. The Contractor has converted their main water service contract under WIIN Act. Full Cost rates will be generated if needed.

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. The Contractor has converted their main water service contract under WIIN Act. Full Cost rates will be generated if needed.

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 landholders leasing land in excess of their entitlement on or before October 1, 1981, and those prior law landholders leasing land in excess of their entitlement. The Contractor has converted their main water service contract under WIIN Act. Full Cost rates will be generated if needed.

(2) 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)

(3) The M&I Cost of Service Rate is applicable to Non-Project Water delivered for municipal and industrial purposes. See definition of "Municipal and Industrial Water" in subdivision (j) of Article 1 of this Contract

(4) 3(e) rate - Storage O&M plus Storage Construction: All Non-Project Water remaining in the Project Facilities at the end of a Year, shall incur annually, the appropriate Rates, costs, and/or fees pursuant to Exhibit "B" of this Contract, which shall be updated annually

(5) Except for contractors who receive water through Folsom-South Canal, conveyance and conveyance pumping operation and maintenance costs will be billed directly to the Authorities. However costs associated with extraordinary O&M are recovered through water rates (see Schedule A-8)

(6) Authorities shall charge replacement components and retain those revenues for future xm needs except Folsom South Canal.

Additional details of rate components are available on the Internet at
<http://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html>.

EXHIBIT C

SOURCE(S) OF CONTRACTOR'S NON-PROJECT WATER DEL PUERTO WATER DISTRICT

The source of the Contractor's Non-Project Water Supply is groundwater from Mapes Ranch described herein below:

Mapes Ranch will pump groundwater from up to five of the 12 existing wells for introduction into the Tuolumne River. Timing and quantity over the one-year period from date of approval will be dependent on the availability within the conveyance system(s). Water would then flow downstream where it would be pumped from the West Stanislaus Irrigation District (West Stanislaus) intakes located at river mile 74.9 on the San Joaquin River, subject to any regulatory requirements and/or conditions governing such diversions. The water would then be conveyed up to 35 cubic feet per second through West Stanislaus's main canal distribution system and introduced into the Delta-Mendota Canal (DMC) at milepost (MP) 31.31 L for conveyance to Del Puerto's turnouts within Stanislaus County.

Points of Introduction: Throughout the term of this Contract, the Contractor may introduce up to 10,000 acre-feet of their Non-Project Water at the following point of introduction on the DMC: MP-31.31L

Points of Delivery: In accordance with an approved schedule, Reclamation will convey the Contractor's Non-Project Water in the DMC for direct delivery to the Contractor and/or to Project Facilities for Storage and future delivery via an exchange of an equivalent amount of Project Water in the DMC at the following MP(s):

MP-25.18L, MP-25.63R, MP-25.65L, MP-26.21R, MP-26.89R, MP-26.95L, MP-27.42L, MP-27.80R, MP-28.19L, MP-28.19R, MP-28.89L, MP-29.19L, MP-29.56L, MP-29.95R, MP-30.33L, MP-30.43R, MP-30.96L, MP-31.31L, MP-31.60L, MP-31.60R, MP-32.36L, MP-32.38R, MP-32.61R, MP-32.62R, MP-32.94L, MP-33.07R, MP-33.71L, MP-33.90R, MP-34.08L, MP-34.55L, MP-34.63R, MP-35.04R, MP-35.18L, MP-35.73R, MP-36.01L, MP-36.39L, MP-36.45R, MP-36.68L, MP-37.32L, MP-37.58L, MP-38.15L, MP-38.15R, MP-38.80L, MP-39.20R, MP-39.22L, MP-39.78L, MP-40.39R, MP-41.03L, MP-41.53L, MP-42.08L, MP-42.10R, MP-42.50R, MP-42.51L, MP-42.68L, MP-43.22L, MP-43.73L, MP-44.22L, MP-44.24R, MP-45.20L, MP-45.35R, MP-45.38L, MP-45.78R, MP-45.79R, MP-46.02L, MP-46.19R, MP-46.83L, MP-47.37L, MP-47.37R, MP-47.87L, MP-47.89R, MP-48.14L, MP-48.60L, MP-48.96R, MP-49.43L, MP-49.56R, MP-49.84L, MP-50.66L, MP-50.70R, MP-51.41L, MP-51.65L, MP-52.02R, MP-52.40L, MP-53.41L, MP-53.64R, MP-54.01L, MP-54.70L, MP-55.19L, MP-55.34R, MP-55.85L, MP-55.95R, MP-56.80R, MP-56.82L, MP-56.83L, MP-56.85L

Temporary Warren Act Contract – Year 2023
Irrigation and M&I
Contract No. 23-WC-20-6066

EXHIBIT D

QUALITY ASSURANCE PROJECT PLAN – DELTA-MENDOTA CANAL

RECLAMATION

Managing Water in the West

Delta-Mendota Canal Non-Project Water Pump-in Program Monitoring Plan



U.S. Department of the Interior
Bureau of Reclamation
Mid-Pacific Region
South-Central California Area Office

Revised: 20 Mar 2018

Mission Statements

The mission of the Department of the Interior is to protect and provide access to our Nation's natural and cultural heritage and honor our trust responsibilities to Indian Tribes and our commitments to island communities.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

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Introduction

The overall supply of Central Valley Project (CVP) water has been reduced by drought and restrictions on pumping from the Sacramento-San Joaquin Delta. Under the Warren Act of 1911¹, U.S. Department of the Interior, Bureau of Reclamation (Reclamation) may execute temporary contracts to convey non-project water in excess capacity in federal irrigation canals.

Reclamation proposes to execute contracts with local water districts to convey non-project water in the Delta-Mendota Canal (DMC) subject to water quality monitoring, groundwater monitoring and reporting requirements outlined in this document.

This document describes the plan for measuring required monitoring data used to limit impacts of subsidence and water quality degradation in the DMC as it relates to this program. The monitoring data must be measured properly to demonstrate it is consistent, predictable, and of acceptable quality.

Reclamation will use these data for the administration of the current Warren Act contracts and environmental review for future contracts.

In addition this monitoring program, the following constraints also apply:

- 1) The DMC will be split into four zones:

DMC Zone	Milepost Range	DMC Features
1	0.0 to 24.43	Headworks to Check 4
2	24.44 to 70.01	Check 4 to Check 13
3	70.02 to 99.82	Check 13 to Telles Farm Bridge (SJRIP)
4	99.83 to 116.48	Telles Farm Bridge to terminus

- 2) Each zone will only be allowed to discharge non-project water when their CVP allocation is less than or equal to the following:

DMC Zone	CVP Allocation
1	50%
2	40%
3	45%
4	40%

- 3) Each zone will have a pumping limit based on the following CVP allocation ranges:

CVP Allocation	Pumping Limit
50%-41%	15,000 AFY
40%-21%	17,500 AFY
20%-0%	20,000 AFY

¹ Warren Act (Act of February 21, 1911, ch. 141, 36 Stat. 925)

Definitions

Non-Project Water means surface or ground water:

- (1) Pumped, diverted, and/or stored based upon the exercise of water rights which have not been appropriated or acquired by, or apportioned to, the United States or others, or which have not been decreed, permitted, certificated, licensed, or otherwise granted to the United States or others, for a Reclamation project, or
- (2) Water not reserved or withdrawn from appropriation by the United States for, nor allocated by the United States to, a Reclamation project.

Excess Capacity means diversion, storage, conveyance, or pumping capacity in project facilities which is excess to that needed to achieve a Reclamation project's authorized purposes.

Max Depth to Groundwater (Max DTGW) represents the maximum depth to groundwater measurement collected from an individual well.

Fall/Winter Median Groundwater Level represents the average historical recovery level for each well. Determined by using groundwater level data recorded in the Fall/Winter after the well has had time to recovery from irrigation season.

Background

The Delta Division of the federal CVP delivers water to almost a million acres of farmland in the San Joaquin Valley of California. The CVP is also the sole source of clean water for state and federal wildlife refuges and many private wetlands in Fresno, Merced, San Joaquin, and Stanislaus Counties.

The source of water for the Division is the northern Sierra Nevada, passing through the delta of the Sacramento and San Joaquin Rivers. This water is suitable in quality for irrigation and wetlands. The Central Valley is regularly affected by droughts that reduce the annual supply of water. Environmental regulations also restrict the operation of the Jones Pumping Plant to divert water from the Delta. The salinity of water in the Delta is highly variable due to the tidal intrusion of seawater and outflow of river water.

The DMC carries CVP water to farms, communities, and wetlands between Tracy and Mendota. The 116 mile canal was built by Reclamation in 1952 and is currently operated and maintained by the San Luis and Delta-Mendota Water Authority (Authority). Uncontrolled inflows of tailwater from uphill fields and subsurface water add contaminants to the canal. The addition of non-project water may further degrade the quality of water in the canal.

The districts in the Delta Division use surface and ground water to supplement their contractual supply from the CVP. These supplies are called "Non-Project Water" because they have not been appropriated by the United States for the purposes of the CVP.

The quality of the non-project water must be measured to confirm that there will be no harm to downstream water users when it is pumped into the canal. Reclamation has developed a set of standards for the non-project water based on the requirements of downstream water users. Routine testing will demonstrate that the non-project water is of consistent, predictable, and acceptable quality.

Monitoring Mission and Goals

The mission of this monitoring plan is to produce physical measurements that will determine the effects of non-project water pumping and conveyance in the DMC. The data will be used to implement the terms of the then current Warren Act Contracts and exchange agreements, and to ensure that the quality of CVP water is suitable for downstream water users.

The general goals of this monitoring plan are:

- monitor and evaluate groundwater level data,
- monitor and evaluate the baseline quality of CVP water in the DMC,
- monitor and evaluate the quality of water in each source of non-project water,
- identify changes in water quality related to the addition of the non-project water, and
- confirm the blend of CVP water and non-project water is suitable for downstream agricultural and wetlands use.

Study Area

The Study Area is the Delta-Mendota Canal from Tracy to the Mendota Pool. The canal is divided into two reaches in relation to the O'Neill Forebay and the connection to the State Water Project.

Water Quality Monitoring Plan

Water Quality Standards

The quality of each source of non-project water must meet the standards listed in **Tables 1 and 2**. The standards have been developed by Reclamation to measure constituents of concern that would affect downstream water users. In particular, the concentration of selenium in any pump-in water shall not exceed 2 µg/L, the limit for the Grasslands wetlands water supply channels specified in the 1998 Basin Plan.² The salinity of each source of pump-in water should not

² California Regional Water Quality Control Board, Central Valley Region, Fourth Edition of the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins. Revised

exceed 1500 mg/L TDS. The other constituents are mainly agricultural chemicals listed in the California Drinking Water Standards (Title 22)³. We are also requiring measurements of boron and sodium that are not included in Title 22.

In addition, Reclamation has imposed both in-canal (**Table 6**) and discharge (**Tables 1 and 2**) boron and sodium thresholds. These thresholds are in place to protect agricultural beneficial use of DMC water.

Real-time Monitoring

Reclamation will monitor the electrical conductivity (EC) of water in the DMC at the locations listed in **Table 3**. Reclamation is responsible for the management and maintenance of these real-time EC stations.

In-Canal Sampling

Based on available funding, Reclamation will collect monthly water samples from the DMC at the sites listed in **Table 4**.

The Authority will sample for boron and sodium at a minimum of four locations along the DMC. Two locations in the upper DMC (upstream of San Luis Reservoir), one upstream of non-project pumping and one downstream of non-project pumping. Two locations in the lower DMC (downstream of San Luis Reservoir), one upstream of non-project pumping and one downstream of non-project pumping.

Source Sampling

Prior to pumping into the DMC, the water in each source of non-project water must be tested for a short list of constituents of concern (**Table 1**). This initial test will economically screen out unacceptable water sources. Upon review of the short list laboratory results and written approval from Reclamation and the Authority, the non-project water may be discharged into the DMC. Non-project water sources discharging into the DMC are required to sample the short list of constituents every week for the first four weeks, followed by monthly sampling for the duration of pumping.

Every three years the non-project source is required to sample for the full suite of Title 22 (**Table 2**). Any source of non-project water with out-of-date analysis will not be allowed to discharge until laboratory data is updated.

Laboratory analysis for non-project source water is at the expense of the discharger. Reclamation has provided a list of approved laboratories (**Table 5**). These laboratories have passed an audit by Reclamation Mid-Pacific Region Quality Assurance Staff. Samples shall be collected using industry approved field methods. Laboratory reports must be sent to

³ California Code of Regulations, 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.

http://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/lawbook/dwregulations-2016-09-23.pdf

Reclamation and contain appropriate chain of custody and laboratory quality control information. The source of analysis must be clearly labeled on the laboratory report.

Maximum Allowable Concentrations

Reclamation will use real-time monitoring stations and in-canal water samples to monitor changes in the salinity, selenium, boron, and sodium levels in the DMC, and determine if non-project water has caused these changes. In-canal changes are limited to the concentrations listed in **Table 6**. Reclamation will direct the Authority stop pumping if concentrations exceed these limits.

Groundwater Level Monitoring Plan

Groundwater Level Monitoring

Groundwater levels in each non-project water well will be measured by the Authority once per month from March to September and every other month outside of that range. Measurements must be made using industry approved methods.

Groundwater Level Constraints

Groundwater level constraints are put in place to protect wells from pumping below their Max DTGW and further contribute to subsidence. Groundwater level data will be used for the following constraints:

-An individual well will be shutoff when its Depth to Groundwater reaches 75% of the difference between the Fall/Winter Median Groundwater Level and the Max DTGW using the following equation:

$$\text{Shutoff} = 0.75 * (\text{Max DTGW} - \text{Fall/Winter Median}) + \text{Fall/Winter Median}$$

- If an individual well is shutoff due to groundwater levels reaching the shutoff trigger, it will not be allowed to resume pumping until it reaches 70% of the difference between the Fall/Winter Median Groundwater Level and the Max DTGW using the following equation:

$$\text{Well Resumption} = 0.70 * (\text{Max DTGW} - \text{Fall/Winter Median}) + \text{Fall/Winter Median}$$

Groundwater level measurements will follow a strict schedule. If a well is shutoff it will not be measured again until the next scheduled measurement date. The Authority must notify Reclamation in writing when a well is shutoff or resuming. See Definitions section for explanation for Max DTGW and Fall/Winter Median.

Groundwater Data Requirements

Each well must have static Max DTGW and Fall/Winter Median data established in order to participate in the program. Any well which is missing this data will be excluded from discharging

into the DMC until a groundwater level measurement can be recorded and a Fall/Winter Median depth to groundwater level can be developed.

Access

Reclamation or its designees will be allowed access to well heads and discharge locations for independent verification of water quality, groundwater level, and flow measurements.

Revision

Reclamation reserves the right to modify this monitoring program at any time to change.

Delta-Mendota Canal
 Non-Project Water Pump-in Program
 Water Quality Monitoring Plan

Table 1. Water Quality Standards, Short List

Constituent	Units	Maximum Contaminant Level	Detection Limit for Reporting	CAS Registry Number	Recommended Analytical Method
Arsenic	mg/L	0.01 (1)	0.002 (2)	7440-38-2	EPA 200.8
Boron	mg/L	2.0 (13)		7440-42-8	EPA 200.7
Nitrate (as nitrogen)	mg/L	10 (1)	0.4 (2)	7727-37-9	EPA 300.1
Selenium	mg/L	0.002 (10)	0.0004 (2)	7782-49-2	EPA 200.8
Sodium	mg/L	100 (12)		7440-23-5	EPA 200.7
Specific Conductance	µS/cm	2,200 (7)			SM 2510 B
Sulfate	mg/L	500 (7)		14808-79-8	EPA 300.1
Total Dissolved Solids	mg/L	1,500 (7)			SM 2540 C

Sources:

Recommended Analytical Methods: <https://www.nemi.gov/home/>

Maximum Contaminant Levels:

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.

(1) Title 22. Table 64431-A Maximum Contaminant Levels, Inorganic Chemicals

(2) Title 22. Table 64432-A Detection Limits for Reporting (DLRs) for Regulated Inorganic Chemicals

(3) Title 22. Table 64442 Radionuclide Maximum Contaminant Levels (MCLs) and Detection Levels for Purposes of Reporting (DLRs)

(4) Title 22. Table 64444-A Maximum Contaminant Levels, Organic Chemicals

(5) Title 22. Table 64445.1-A Detection Limits for Purposes of Reporting (DLRs) for Regulated Organic Chemicals

(6) Title 22. Table 64449-A Secondary Maximum Contaminant Levels "Consumer Acceptance Contaminant Levels"

(7) Title 22. Table 64449-B Secondary Maximum Contaminant Levels "Consumer Acceptance Contaminant Level Ranges"

(8) Title 22. Table 64678-A DLRs for Lead and Copper

(9) Title 22. Section 64678 (d) Lead Action level

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/lawbook/dwregulations-2017-12-29.pdf

California Regional Water Quality Control Board, Central Valley Region, Fourth Edition of the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins.

(10) Basin Plan, Table III-1 (ug/L) (selenium in Grasslands water supply channels)

(11) Basin Plan, Table III-2A (ug/L) (chlorpyrifos & diazinon in San Joaquin River from Mendota to Vernalis)

Sacramento & San Joaquin River Basin Plan 2009

http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr.pdf

Ayers, R. S. and D. W. Westcot, *Water Quality for Agriculture*, Food and Agriculture Organization of the United Nations - Irrigation and Drainage Paper No. 29, Rev. 1, Rome (1985).

(12) Ayers, Table 1 (mg/L) (sodium)

(13) Ayers, Table 21 (mg/L) (boron)

Water Quality Standards for Agriculture 1985

<http://www.fao.org/DOCREP/003/T0234E/T0234E00.HTM>

Delta-Mendota Canal
 Non-Project Water Pump-in Program
 Water Quality Monitoring Plan

Table 2. Water Quality Standards, Title 22

Constituent	Units	Maximum Contaminant Level		Detection Limit for Reporting		CAS Registry Number	Recommended Analytical Method
Primary							
Aluminum	mg/L	1	(1)	0.05	(2)	7429-90-5	EPA 200.7
Antimony	mg/L	0.006	(1)	0.006	(2)	7440-36-0	EPA 200.8
Arsenic	mg/L	0.010	(1)	0.002	(2)	7440-38-2	EPA 200.8
Asbestos	MFL	7	(1)	0.2 MFL > 10um	(2)	1332-21-4	EPA 100.2
Barium	mg/L	1	(1)	0.1	(2)	7440-39-3	EPA 200.7
Beryllium	mg/L	0.004	(1)	0.001	(2)	7440-41-7	EPA 200.7
Cadmium	mg/L	0.005	(1)	0.001	(2)	7440-43-9	EPA 200.7
Chromium, total	mg/L	0.05	(1)	0.01	(2)	7440-47-3	EPA 200.7
Cyanide	mg/L	0.15	(1)	0.1	(2)	57-12-5	EPA 335.2
Fluoride	mg/L	2.0	(1)	0.1	(2)	16984-48-8	EPA 300.1
Mercury	mg/L	0.002	(1)	0.001	(2)	7439-97-6	EPA 245.1
Nickel	mg/L	0.1	(1)	0.01	(2)	7440-02-0	EPA 200.7
Nitrate (as nitrogen)	mg/L	10	(1)	0.4	(2)	7727-37-9	EPA 300.1
Nitrate + Nitrite (sum as nitrogen)	mg/L	10	(1)			14797-55-8	EPA 353.2
Nitrite (as nitrogen)	mg/L	1	(1)	0.4	(2)	14797-65-0	EPA 300.1
Perchlorate	mg/L	0.006	(1)	0.004	(2)	14797-73-0	EPA 314/331/332
Selenium	mg/L	0.002	(10)	0.0004		7782-49-2	EPA 200.8
Thallium	mg/L	0.002	(1)	0.001	(2)	7440-28-0	EPA 200.8
Secondary							
Aluminum	mg/L	0.2	(6)			7429-90-5	EPA 200.7
Color	units	15	(6)				EPA 110
Copper	mg/L	1.0	(6)	0.05	(8)	7440-50-8	EPA 200.7
Foaming Agents (MBAS)	mg/L	0.5	(6)				
Iron	mg/L	0.3	(6)			7439-89-6	EPA 200.7
Manganese	mg/L	0.05	(6)			7439-96-5	EPA 200.7
Methyl-tert-butyl ether (MTBE)	mg/L	0.013	(4)			1634-04-4	EPA 502.2/524.2
Odor -threshold	units	3	(6)				SM 2150B
Silver	mg/L	0.1	(6)			7440-22-4	EPA 200.7
Thiobencarb	mg/L	0.001	(6)			28249-77-6	EPA 527
Turbidity	units	5	(6)				EPA 190.1/SM2130B
Zinc	mg/L	5	(6)			7440-66-6	EPA 200.7
Total Dissolved Solids	mg/L	1,500	(7)				SM 2540 C
Specific Conductance	µS/cm	2,200	(7)				SM 2510 B
Chloride	mg/L	500	(7)			16887-00-6	EPA 300.1
Sulfate	mg/L	500	(7)			14808-79-8	EPA 300.1
Other Required Analyses							
Boron	mg/L	2.0	(13)			7440-42-8	EPA 200.7
Lead	mg/L	0.015	(8)	0.005	(8)	7439-92-1	EPA 200.8
Molybdenum	mg/L	0.01	(11)			7439-98-7	EPA 200.7
Sodium	mg/L	100	(12)			7440-23-5	EPA 200.7
Radioactivity							
Gross Alpha	pCi/L	15	(3)	3	(3)		SM 7110C

Delta-Mendota Canal
Non-Project Water Pump-in Program

Constituent	Units	Maximum Contaminant Level		Detection Limit for Reporting		CAS Registry Number	Recommended Analytical Method
Organic Chemicals							
(a) Volatile Organic Chemicals (VOCs)							
Benzene	mg/L	0.001	(4)	0.0005	(5)	71-43-2	EPA 502.2/524.2
Carbon Tetrachloride	mg/L	0.0005	(4)	0.0005	(5)	56-23-5	EPA 502.2/524.2
1,2-Dichlorobenzene	mg/L	0.6	(4)	0.0005	(5)	95-50-1	EPA 502.2/524.2
1,4-Dichlorobenzene	mg/L	0.005	(4)	0.0005	(5)	106-46-7	EPA 502.2/524.2
1,1-Dichloroethane	mg/L	0.005	(4)	0.0005	(5)	75-34-3	EPA 502.2/524.2
1,2-Dichloroethane	mg/L	0.0005	(4)	0.0005	(5)	107-06-2	EPA 502.2/524.2
1,1-Dichloroethylene	mg/L	0.006	(4)	0.0005	(5)	75-35-4	EPA 502.2/524.2
cis-1,2-Dichloroethylene	mg/L	0.006	(4)	0.0005	(5)	156-59-2	EPA 502.2/524.2
trans-1,2-Dichloroethylene	mg/L	0.01	(4)	0.0005	(5)	156-60-5	EPA 502.2/524.2
Dichloromethane.	mg/L	0.005	(4)	0.0005	(5)	75-09-2	EPA 502.2/524.2
1,2-Dichloropropane.	mg/L	0.005	(4)	0.0005	(5)	78-87-5	EPA 502.2/524.2
1,3-Dichloropropene.	mg/L	0.0005	(4)	0.0005	(5)	542-75-6	EPA 502.2/524.2
Ethylbenzene.	mg/L	0.3	(4)	0.0005	(5)	100-41-4	EPA 502.2/524.2
Methyl-tert-butyl ether	mg/L	0.013	(4)	0.003	(5)	1634-04-4	EPA 502.2/524.2
Monochlorobenzene	mg/L	0.07	(4)	0.0005	(5)	108-90-7	EPA 502.2/524.2
Styrene.	mg/L	0.1	(4)	0.0005	(5)	100-42-5	EPA 502.2/524.2
1,1,2,2-Tetrachloroethane.	mg/L	0.001	(4)	0.0005	(5)	79-34-5	EPA 502.2/524.2
Tetrachloroethylene (PCE)	mg/L	0.005	(4)	0.0005	(5)	127-18-4	EPA 502.2/524.2
Toluene	mg/L	0.15	(4)	0.0005	(5)	108-88-3	EPA 502.2/524.2
1,2,4-Trichlorobenzene	mg/L	0.005	(4)	0.0005	(5)	120-82-1	EPA 502.2/524.2
1,1,1-Trichloroethane	mg/L	0.200	(4)	0.0005	(5)	71-55-6	EPA 502.2/524.2
1,1,2-Trichloroethane	mg/L	0.005	(4)	0.0005	(5)	79-00-5	EPA 502.2/524.2
Trichloroethylene	mg/L	0.005	(4)	0.0005	(5)	79-01-6	EPA 502.2/524.2
Trichlorofluoromethane	mg/L	0.15	(4)	0.005	(5)	75-69-4	EPA 502.2/524.2
1,1,2-Trichloro-1,2,2-Trifluoroethane.	mg/L	1.2	(4)	0.01	(5)	76-13-1	SM 6200B
Vinyl Chloride	mg/L	0.0005	(4)	0.0005	(5)	75-01-4	EPA 502.2/524.2
Xylenes	mg/L	1.750	(4)	0.0005	(5)	1330-20-7	EPA 502.2/524.2
(b) Non-Volatile Synthetic Organic Chemicals (SOCs)							
Alachlor	mg/L	0.002	(4)	0.001	(5)	15972-60-8	EPA 505/507/508
Atrazine	mg/L	0.001	(4)	0.0005	(5)	1912-24-9	EPA 505/507/508
Bentazon	mg/L	0.018	(4)	0.002	(5)	25057-89-0	EPA 515.1
Benzo(a)pyrene	mg/L	0.0002	(4)	0.0001	(5)	50-32-8	EPA 525.2
Carbofuran	mg/L	0.018	(4)	0.005	(5)	1563-66-2	EPA 531.1
Chlordane	mg/L	0.0001	(4)	0.0001	(5)	57-74-9	EPA 505/508
2,4-D	mg/L	0.07	(4)	0.01	(5)	94-75-7	EPA 515.1
Dalapon	mg/L	0.2	(4)	0.01	(5)	75-99-0	EPA 515.1
Dibromochloropropane	mg/L	0.0002	(4)	0.00001	(5)	96-12-8	EPA 502.2/504.1
Di(2-ethylhexyl)adipate	mg/L	0.4	(4)	0.005	(5)	103-23-1	EPA 506
Di(2-ethylhexyl)phthalate	mg/L	0.004	(4)	0.003	(5)	117-81-7	EPA 506
Dinoseb	mg/L	0.007	(4)	0.002	(5)	88-85-7	EPA 5151-4
Diquat	mg/L	0.02	(4)	0.004	(5)	85-00-7	EPA 549.2
Endothall	mg/L	0.1	(4)	0.045	(5)	145-73-3	EPA 548.1
Endrin.	mg/L	0.002	(4)	0.0001	(5)	72-20-8	EPA 505/508
Ethylene Dibromide	mg/L	0.00005	(4)	0.00002	(5)	106-93-4	EPA 502.2/504.1
Glyphosate	mg/L	0.7	(4)	0.025	(5)	1071-83-6	EPA 547
Heptachlor.	mg/L	0.00001	(4)	0.00001	(5)	76-44-8	EPA 508
Heptachlor Epoxide	mg/L	0.00001	(4)	0.00001	(5)	1024-57-3	EPA 508
Hexachlorobenzene	mg/L	0.001	(4)	0.0005	(5)	118-74-1	EPA 505/508
Hexachlorocyclopentadiene	mg/L	0.05	(4)	0.001	(5)	77-47-4	EPA 505/508
Lindane (gamma-BHC)	mg/L	0.0002	(4)	0.0002	(5)	58-89-9	EPA 505/508
Methoxychlor	mg/L	0.03	(4)	0.01	(5)	72-43-5	EPA 505/508

**Delta-Mendota Canal
Non-Project Water Pump-in Program**

Constituent	Units	Maximum Contaminant Level		Detection Limit for Reporting		CAS Registry Number	Recommended Analytical Method
Molinate	mg/L	0.02	(4)	0.002	(5)	2212-67-1	EPA 525.1
Oxamyl	mg/L	0.05	(4)	0.02	(5)	23135-22-0	EPA 531.1
Pentachlorophenol	mg/L	0.001	(4)	0.0001	(5)	87-86-5	EPA 515.1-3
Picloram	mg/L	0.5	(4)	0.001	(5)	1918-02-1	EPA 515.1-3
Polychlorinated Biphenyls	mg/L	0.0005	(4)	0.0005	(5)	1336-36-3	EPA 130.1
Simazine	mg/L	0.004	(4)	0.001	(5)	122-34-9	EPA 505
Thiobencarb (Bolero)	mg/L	0.07	(4)	0.001	(5)	28249-77-6	EPA 527
Toxaphene	mg/L	0.003	(4)	0.001	(5)	8001-35-2	EPA 505
1,2,3-Trichloropropane	mg/L	0.000005	(4)	0.000005	(5)	96-18-4	EPA 524.3
2,3,7,8-TCDD (Dioxin)	mg/L	3 x 10 ⁻⁸	(4)	5 x 10 ⁻⁹	(5)	1746-01-6	EPA 130.3
2,4,5-TP (Silvex)	mg/L	0.05	(4)	0.001	(5)	93-72-1	EPA 515.1
Other Organic Chemicals							
Chlorpyrifos	ug/L	0.015	(11)			2921-88-2	EPA 8141A
Diazinon	ug/L	0.10	(11)			333-41-5	EPA 8141A

Sources:

Recommended Analytical Methods: <https://www.nemi.gov/home/>

Maximum Contaminant Levels:

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.

- (1) Title 22. Table 64431-A Maximum Contaminant Levels, Inorganic Chemicals
- (2) Title 22. Table 64432-A Detection Limits for Reporting (DLRs) for Regulated Inorganic Chemicals
- (3) Title 22. Table 64442 Radionuclide Maximum Contaminant Levels (MCLs) and Detection Levels for Purposes of Reporting (DLRs)
- (4) Title 22. Table 64444-A Maximum Contaminant Levels, Organic Chemicals
- (5) Title 22. Table 64445.1-A Detection Limits for Purposes of Reporting (DLRs) for Regulated Organic Chemicals
- (6) Title 22. Table 64449-A Secondary Maximum Contaminant Levels "Consumer Acceptance Contaminant Levels"
- (7) Title 22. Table 64449-B Secondary Maximum Contaminant Levels "Consumer Acceptance Contaminant Level Ranges"
- (8) Title 22. Table 64678-A DLRs for Lead and Copper
- (9) Title 22. Section 64678 (d) Lead Action level

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/lawbook/dwregulations-2017-12-29.pdf

California Regional Water Quality Control Board, Central Valley Region, Fourth Edition of the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins. Revised June 2015

- (10) Basin Plan, Table III-1 (ug/L) (selenium in Grasslands water supply channels)
- (11) Basin Plan, Table III-2A. 4-day average (chronic) concentrations of chlorpyrifos & diazinon in San Joaquin River from Mendota to Vernalis

http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr.pdf

Ayers, R. S. and D. W. Westcot, *Water Quality for Agriculture*, Food and Agriculture Organization of the United Nations - Irrigation and Drainage Paper No. 29, Rev. 1, Rome (1985).

- (12) Ayers, Table 1 (mg/L) (sodium)
- (13) Ayers, Table 21 (mg/L) (boron)

<http://www.fao.org/DOCREP/003/T0234E/T0234E00.HTM>

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Table 3. Reclamation Real-time Salinity Monitoring Stations

DMC Milepost	San Joaquin River Mile	Location	Operating Agency	CDEC
3.46		Jones Pumping Plant	CVO	DMC
70.01		DMC Check 13	CVO	ONI
111.26		DMC Check 20	CVO	DM2
116.48	204.2	DMC Check 21	CVO	DM3

Key:

CDEC: California Data Exchange Center

CVO: Central Valley Operations Office

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Table 4. Reclamation Water Quality Monitoring Stations

DMC Milepost	River Mile	Location	Operating Agency	Parameters	Frequency/ method	CDEC
3.46		Top of siphon above Jones Pumping Plant	Reclamation	EC, selenium	Daily composite	
63.98		Check 12	Reclamation	Title 22	Monthly grab	
70.01		Check 13 O'Neill Forebay	CVO	EC, selenium	Daily composite	ONI
97.68		DMC at Russell Ave	Reclamation	EC, selenium, boron	Monthly grab	
100.85		DMC at Telles Farm Bridge	Reclamation	EC, selenium, boron	Monthly grab	
110.12		DMC at Washoe Ave	Reclamation	EC, selenium, boron	Monthly grab	
111.26		DMC Check 20	CVO	EC	Real-time	DM2
116.48	204.2	DMC Check 21	CVO	EC, selenium	Daily composite	DM3

Key:
 CVO: Central Valley Operations Office
 EC: Electrical conductivity
 Reclamation: MP-157 Environmental Monitoring Branch

RECLAMATION

Managing Water in the West

Table 5. Approved Laboratory List for the Mid-Pacific Region Quality Assurance and Data Management Branch (MP-156) and Environmental Monitoring and Hazardous Materials Branch (MP-157)

APPL Laboratory	Address	908 North Temperance Avenue, Clovis, CA 93611
	Contact	Renee' Patterson, Project Manager
	P/F	(559) 275-2175 / (559) 275-4422
	Email	rpatterson@applinc.com; danderson@applinc.com;
	Methods	Approved for inorganic and organic parameters in water and soil
Basic Laboratory	Address	2218 Railroad Avenue Redding, CA 96001 USA
	Contact	Josh Kirkpatrick, Nathan Hawley, Melissa Hawley
	P/F	(530) 243-7234 / (530) 243-7494
	Email	jkirkpatrick@basiclab.com (QAO and PM); nhawley@basiclab.com, mhawley@basiclab.com (invoices); poilar@basiclab.com (sample custody), khawley@basiclab.com (sample custody)
	Methods	Approved for inorganic/organic parameters
California Laboratory Services	Address	3249 Fitzgerald Road Rancho Cordova, CA 95742
	Contact	Scott Furnas
	P/F	(916) 638-7301 / (916) 638-4510
	Email	janetm@californialab.com (QA); scottf@californialab.com (PM)
	Methods	Approved for inorganic, organic, and microbiological parameters
Calscience Environmental Laboratories	Address	7440 Lincoln Way; Garden Grove, CA 92841
	Contact	Don Burley
	P/F	714-895-5494 (ext. 203)/714-894-7501
	Email	DBurley@calscience.com
	Methods	Approved for inorganic and organic parameters in water, sediment, and soil.
Caltest Analytical Laboratory	Address	1885 N. Kelly Rd. Napa, CA 94558
	Contact	Mike Hamilton, Patrick Ingram (Lab Director)
	P/F	(707) 258-4000/(707) 226-1001
	Email	Mike_Hamilton@caltestlabs.com; Patrick_Ingram@caltestlabs.com info@caltestlabs.com
	Methods	Approved for inorganic and microbiological parameters
Eurofins Eaton Analytical, Inc. (formerly MWH Laboratories)	Address	750 Royal Oaks Drive Ste. 100 Monrovia, CA 91016 USA
	Contact	Linda Geddes (Project Manager), Rick Zimmer (quotes)
	P/F	(626) 386-1100, Linda - (626) 386-1163, Rick - (626) 386-1157
	Email	lindageddes@eurofinsus.com
	Methods	Approved for all inorganic, organic, and radiochemistry parameters in water
Fruit Growers Laboratory	Address	853 Corporation Street Santa Paula, CA 93060 USA
	Contact	David Terz, QA Director
	P/F	(805) 392-2024 / (805) 525-4172
	Email	davidt@fglinc.com

RECLAMATION

Managing Water in the West

Table 5. Approved Laboratory List for the Mid-Pacific Region Quality Assurance and Data Management Branch (MP-156) and Environmental Monitoring and Hazardous Materials Branch (MP-157)

	Methods	<i>Approved for general physical analysis in soils and most inorganic and organic parameters in water and soil; not approved for mercury in water or silver in soil.</i>
Sierra Foothill Laboratory, Inc.	Address	255 Scottsville Blvd, Jackson, CA 95642
	Contact	Sandy Nurse (Owner) or Karen Lantz (Program Manager)
	P/F	(209) 223-2800 / (209) 223-2747
	Email	sandy@sierrafoothilllab.com, CC: dale@sierrafoothilllab.com
	Methods	<i>Approved for all inorganic parameters (except low level TKN), microbiological parameters, acute and chronic toxicity.</i>
South Dakota Agricultural Laboratories	Address	Brookings Biospace, 1006 32nd Avenue, Suites 103,105, Brookings, SD 57006-4728
	Contact	Regina Wixon, Jessie Davis, Steven Hauger (sample custodian)
	P/F	(605) 692-7325/(605) 692-7326
	Email	regina.wixon@sdaglabs.com, annie.mouw@sdaglabs.com, emily.weissenfluh@sdaglabs.com, darin.wixon@sdaglabs.com
	Methods	<i>Approved for selenium analysis</i>
TestAmerica	Address	880 Riverside Parkway West Sacramento, CA 95605 USA
	Contact	Linda Laver
	P/F	(916) 374-4362 / (916) 372-1059 fax
	Email	Linda.Laver@TestAmericaInc.com
	Methods	<i>Approved for all inorganic parameters and hazardous waste organics. Ag analysis in sediment, when known quantity is present, request 6010B</i>
Western Environmental Testing Laboratories	Address	475 East Greg Street # 119 Sparks, NV 89431 USA
	Contact	Kurt Clarkson/Logan Greenwood (Client Services), Andy Smith (Lab Director)
	P/F	(775) 355-0202 / (775) 355-0817
	Email	kurtc@wetlaboratory.com, logang@wetlaboratory.com, andy@wetlaboratory.com
	Methods	<i>Approved for inorganic parameters (metals, general chemistry) and coliforms.</i>

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Table 6. Parameters for Accepting Non-Project Surface Water in the Upper DMC

Parameter	Values in the DMC
Recommended flow passing Headworks and Check 13	More than 500 cfs
Change in EC attributable to the addition of non-project water	Less than 100 $\mu\text{S}/\text{cm}$
Increase in Selenium attributable to the addition of non-project water	Less than 1 $\mu\text{g}/\text{L}$
In-canal boron	0.7 mg/L
In-canal sodium	1 meq/L above baseline*

* baseline measured near DMC headworks for upper DMC and just downstream of San Luis Reservoir for lower DMC