

CVP-1993
 Index No.6/Unit No. D-16/Project No.214
 LND-21-03

Contract Number 23-LC-20-3085

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

**LICENSE FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF
 A PUMP STATION, PIPELINE, AND PIPELINE FACILITIES ON RECLAMATION
 ACQUIRED LAND**

Delta Mendota Canal, Delta Division, Central Valley Project

THIS LICENSE, given this _____ day of _____, 2023, pursuant to the Reclamation Act of 1902, dated June 17, 1902 (32 Stat. 388), and all other acts amendatory or supplementary thereto, including but not limited to Section 10(b) of the Reclamation Project Act of 1939, as amended, is entered into, by and between THE UNITED STATES OF AMERICA (United States), acting by and through its Department of the Interior, Bureau of Reclamation (Reclamation), by the duly authorized officer executing this License, to:

Central California Irrigation District
 P.O. Box 1231
 Los Banos, CA 93635
 And
 Del Puerto Water District
 P.O. Box 1596
 Patterson, CA 95363

hereinafter collectively referred to as the "Licensee."

RECITALS

WHEREAS, Reclamation acquired certain lands for the construction of the Delta Mendota Canal (DMC), a water conveyance facility and a part of the Delta Division, Central Valley Project (CVP), California; and

WHEREAS, San Luis and Delta Mendota Water Authority (SLDMWA), as the Operating Non-Federal Operating Entity on behalf of Reclamation, is responsible for the operation and maintenance (O&M) of the DMC; and

WHEREAS, the Licensee requested in writing, authorization from Reclamation to install, operate, and maintain a pump station and pipeline facilities, which includes use of Reclamation conveyance facilities and modification to an existing turnout (Project), associated with the Orestimba Creek Recharge and Recovery Project, on Reclamation right-of-way for the DMC at approximate Milepost 51.31 and Milepost 51.65, for the purposes of conveying floodwater from Orestimba Creek and water from the DMC for placement in recharge ponds located outside of Reclamation land; and

WHEREAS, the Licensee prepared an operation and maintenance plan titled [*Orestimba Creek Recharge and Recovery Operations and Maintenance Plan*] (O&M Plan), dated X/XX/XX, [BSR1] for the use and maintenance of an existing Reclamation owned West DMC Toe Drain, DMC Box Culvert and Toe Drain Receiving Ditch near DMC Milepost 51.31, for delivery of water from Orestimba Creek as part of the operation of the overall Project, also identified as "*Exhibit B*," attached hereto and made a part hereof; and

WHEREAS, the United States and Del Puerto Water District entered into an agreement titled "*License for Construction and Maintenance of Structures*", dated March 10, 1955, whereby Del Puerto constructed and continues to O&M a turnout on the DMC at Milepost 51.65. The Licensee has requested to modify this turnout, under their existing license, for the delivery of DMC water as part of the overall Project. -All terms and conditions of current license shall remain in effect. Note: The operation, maintenance, and O&M repair responsibilities of the magnetic meter installed at this turnout, as a part of this Project, shall be the responsibility of the Licensee; and [JM2][BSR3][SC4]

WHEREAS, the Project would include use of Reclamation land for short-term access for construction staging; and long-term access for O&M of the Project; and

WHEREAS, Reclamation has determined that the Licensee's request upon lands acquired for the DMC, is not, at this time, incompatible with the purpose for which the land was obtained; and

NOW THEREFORE, in consideration of these mutual agreements and, subject to the terms and conditions herein contained, Reclamation and the Licensee hereby agree as follows:

LICENSE

1. **LICENSED PREMISES.** Subject to the following terms and conditions, the United States issues to the Licensee, without warranty of title, a non-exclusive License for access on, over, and across Reclamation's acquired land, to construct, operate and maintain the Project within a portion of land acquired by the United States for the Delta Division of the CVP, more accurately described as follows:

Said portion of land is in the Northwest Quarter (NW 1/4) of Section 16, Township 7 South, Range 8 East, M.D.B. & M., Stanislaus County, California;

hereinafter known as the as "Licensed Premises," and shown on "***Exhibit A,***" attached hereto and made a part hereof.

2. **TERM.** This License is personal, revocable, and nontransferable and will become effective on the date hereinabove written and, unless otherwise sooner terminated, will continue for **twenty-five (25) years**, and will continue so long as in the opinion of Reclamation it is considered expedient and not detrimental to the public interest, and will be revocable in accordance with the provisions in Article 9. Upon such revocation or termination, the aforesaid Project will be removed without delay at the expense of the Licensee. The Licensee will leave the site in a condition satisfactory to Reclamation and SLDMWA.

3. **HOLD HARMLESS CLAUSE.** The Licensee hereby agrees to indemnify the United States ~~for and SLDMWA [BSR5], and hold the United States and all of its representatives harmless~~ from, all damages resulting from suit actions, or claims of any character, brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the Licensee ~~[SC6] [BSR7]~~.

4. **CONSTRUCTION AND O&M STANDARDS.**

(a) The Licensee, at its sole expense, shall Construct and O&M the Project and shall keep it, and its related appurtenances, in good and safe condition to the reasonable satisfaction of the Reclamation and the SLDMWA. Additional construction, relocation, or use of the Licensed Premises, which is not in accordance with this License, shall not be initiated without prior written approval of the United States and SLDMWA. Additionally, the Licensee shall be required to reimburse the United States for its administrative costs involved in the review and approval of such additional alterations. At no time shall the O&M of the Project interfere with O&M of the DMC; and

(b) The Licensee, at its sole expense, shall install and O&M, operate and maintain the 36" McCrometer Ultra Mag Electromagnetic Flow Meter per pursuant to manufacturer

recommendations in order to accurately measure deliveries from the Milepost 51.65 Turnout. Flowmeter shall indicate instantaneous flow in cubic feet per second and totalize in acre-feet.

(a)

(b)(c) Reclamation and SLDMWA reserves the right of their officers, agents, and employees, at all times, to inspect the Project during construction and after completion of construction and during O&M activities. If Licensee fails to perform the work to the satisfaction of Reclamation and SLDMWA and in accordance with local, state, and federal requirements, Reclamation reserves the right to terminate this License in accordance with Article 9; and

(e)(d) The Licensee hereby agrees to operate and maintain the Project as provided by previously submitted and approved "O&M Plan" also identified as "**Exhibit B**". Should there be a conflict between this license and the O&M plan, the most restrictive requirement shall apply. If modifications to the O&M Plan are necessary, the Licensee shall submit, in writing, to Reclamation and SLDMWA for review and approval. If Licensee fails to perform O&M in accordance with the terms and conditions of the O&M Plan, or to the satisfaction of Reclamation and SLDMWA, Reclamation reserves the right to terminate this License in accordance with Article 9; and

(d)(e) Construction and O&M of the Project shall be accomplished to the satisfaction of Reclamation and SLDMWA, by and at the sole expense of the Licensee, and in compliance with plans and specifications which have been reviewed and approved by Reclamation and SLDMWA, titled "ORESTIMBA CREEK RECHARGE AND RECOVERY EXPANSION PROJECT," prepared by or under the direction of Calvin Monreal, Registered Professional Engineer No. 65453. All fifty-nine (59) drawings listed on Sheet Index and dated November 16, 2022, [BSR8][MBS9] as prepared by or under the direction of the Licensee, and hereinafter referred to as "Construction Plans". A set of final Construction Plans will be submitted by the Licensee and written approval, from Reclamation and SLDMWA, must be obtained by the Licensee prior to any on-site construction activity; and

(e)(f) The Licensee shall be responsible for submitting a construction schedule for review and approval by Reclamation and SLDMWA prior to commencement of construction activities. Construction of the Project should be scheduled so that it does not impact canal operations; and

(f)(g) Should modification(s) related to the Construction Plans become necessary or beneficial, submittals shall be provided to Reclamation & SLDMWA for review. Reclamation & SLDMWA shall have thirty (30) business days to conduct their review. Review time will commence once a completed updated Construction Plan set is received by Reclamation. A transmittal letter for each resubmittal, clearly identifying the subject of the review request shall

be included with the completed Construction Plan set. Resubmittal of unaccepted submittals shall clearly indicate and describe all change(s) from the previous submittal such that they are readily identifiable with revision dates identified. Transmittals for resubmittals shall describe, in detail, justification for significant changes. Licensee will be responsible for the costs associated with said modification(s) and review; and

~~(g)~~(h) Within sixty (60) days of the completion of the construction activities licensed herein, the Licensee shall provide two (2) reproducible "as built" drawing sets to Reclamation and SLDMWA. Any changes to Project requirements in subsequent addendums, modifications, change orders or items agreed to in construction meeting(s) which have the potential to adversely affect Reclamation facilities shall be submitted to and accepted by Reclamation and SLDMWA and upon acceptance are hereby included and made a part hereof. Copies of all changes to project requirements shall be provided to Reclamation and SLDMWA within five (5) days of their issuance; and

~~(h)~~(i) Construction and O&M of the Project shall be conducted in accordance with all applicable federal, state, and local safety and environmental regulations. Licensee shall execute and maintain its work so as to avoid injury or damage to any person or property. All work shall be done in conformance with applicable State of California, Division of Occupational Safety and Health (DOSH), Occupational Safety and Health Administration (OSHA) Standards, and Reclamation Safety and Health Standards (RSHS). A Health & Safety Plan (Safety Plan) shall be submitted by the applicant to Reclamation twenty-one (21) calendar days prior to commencement of any work within the Licensed Premises; and

~~(i)~~(j) During the construction and O&M authorized by this License, if a situation develops as a direct result of Licensee's activities on the Licensed Premises which, in the reasonable opinion of Reclamation or SLDMWA, presents a threat to the safety of Reclamation property, facilities, or of any person, Licensee shall take immediate action to eliminate the threat. In the event Licensee does not immediately provide the necessary protection, Reclamation reserves the right, after notifying Licensee, to take such action as may be necessary to eliminate the immediate threat, and Licensee, upon receipt of an itemized statement, shall reimburse Reclamation for all such costs of eliminating the threat; and

~~(j)~~(k) The Licensee shall be responsible to perform the work and pay for any and all costs associated with any environmental review required to be performed in connection with the construction and O&M of the Project; and

~~(k)~~(l) The Licensee shall ensure access to all existing Reclamation and/or SLDMWA facilities during construction and O&M of the Project and coordinate any closing of access with Reclamation and SLDMWA; and

(h)(m) During construction, the Licensee shall post warning signs in both directions, in locations to be determined by SLDMWA. The signs shall remain in place throughout the duration of construction; and

(m)(n) Upon completion of the construction of the Project, the Licensee must restore the land surrounding the Project to a condition similar to that which existed prior to construction, or to the satisfaction of Reclamation and SLDMWA, including removing any dirt or materials placed there by the Licensee or its contractors or agents; and

(n)(o) Any damage caused by the Licensee to Reclamation facilities, including damage to surrounding property, shall be at the sole cost of the applicant. The Licensee shall promptly repair any damage it causes to Reclamation or SLDMWA facilities including but not limited to: service roads, access roads, culvert crossings, bridges, fences, gates, posts, and equipment. Any construction, alterations, and repairs to Reclamation or SLDMWA facilities shall be in accordance with plans previously submitted by the Licensee and approved by Reclamation and SLDMWA; and

(o)(p) No signs or any form of commercial advertisement will be posted in, on, or around the Licensed Premises without Reclamation's written permission, excepting those required for Project and worker safety purposes; and

(p)(q) Licensee accepts the Licensed Premises "as is" and acknowledges that Reclamation and SLDMWA are under no obligation to improve the present condition of the Licensed Premises prior to, during, or after construction of the Project.

5. **LIMITATION ON RIGHTS GRANTED.** This License is granted subject to existing rights in favor of the public or third parties for highways, roads, railroads, telegraph, telephone and electrical transmission lines, canals, laterals, ditches, flumes, siphons, and pipelines on, over, and across the Licensed Premises. The Licensee recognizes that it has sole responsibility to make whatever arrangements are necessary to obtain such rights, as may be needed by the Licensee, from any other party or parties holding any other interest in the Licensed Premises.

6. **COVENANTS.** The Licensee shall not:

- (a) Store any hazardous material on Reclamation land acquired for the DMC.
- (b) Use water from the DMC for activities unrelated to the Project.
- (c) Leave waste and debris on the Reclamation land.

7. **USE FEES.** In accordance with 43 CFR Part 429, Subpart E (429.23-429.25), the Licensee shall pay to Reclamation, on or in advance of the Execution Date, an Annual Use Fee for the right to use the Licensed Premises [SC10][BSR11][SC12]. The amount of the Annual Use Fee of \$990/Year is based on the current fair market value of the Licensed Premises based on usage and location. The total Total Use Fee of \$24,750 has been calculated as follows:

$$\begin{aligned} & \text{Annual Use Fee} = \$990/\text{Year} \\ & \$990.00/\text{YEAR} \times 25 \text{ YEARS} = \$24,750 \text{ Total Use Fee (in 2023} \\ & \text{dollars)} \end{aligned}$$

[SC13][BSR14][SC15]

The first Annual Use Fee payment of \$990 is due, in full, within on or within sixty-thirty (360) days in advance of ("prior to" or "in advance of") the date hereinabove first written [SC16][BSR17][SC18]. All subsequent Annual Use Fee payments are due, in full, on or within thirty (30) days in advance of the date hereinabove first written of the then-current year. In lieu of paying the Use Fee on an annual basis, the Licensee may make a one-time lump sum payment covering the Total Use Fee of \$24,750, on or within thirty (30) days in advance of the date hereinabove first written.

Payment of the Annual Use Fee (Annual or Total) in Use Fee may be made by check. All checks should be payable to the "Bureau of Reclamation" and should reference "Contract No. 23-LC-20-3085". Checks should be mailed to the Bureau of Reclamation, South-Central California Area Office, Attn: Lands Team, 1243 "N" Street, Fresno, CA 93721-1813.

8. **PERIODIC USE FEE REVIEW.** The annual use fee will be reviewed and adjusted periodically, not more than once per year, however, in no event shall the interval between the reviews exceed five (5) years. Determination of the market rent by Reclamation will be based on a report, taking into consideration techniques commonly used to establish market-based land rents, exclusive of improvements constructed by this License.

9. **TERMINATION CLAUSES.** Any activity deemed to be illegal on federal lands will be cause for immediate termination of this License. This License will terminate, and all rights of the Licensee hereunder will cease, and the Licensee will quietly deliver to the United States possession of the Licensed Premises in like condition as when taken, reasonable wear and damage by the elements excepted:

(a) The United States, acting through Reclamation, Department of the Interior, reserves rights to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for termination of this License or other damage to the Licensee's activities or facilities.

(b) Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

(c) Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization for activities other than existing authorized private exclusive recreational or residential use as defined under § 429.2 if Reclamation determines that any of the following apply:

- i. The use has become incompatible with authorized project purposes, project operations, safety, and security;
- ii. A higher public use is identified through a public process described at § 429.32(a)(1); or
- iii. Termination is necessary for operational needs of the project.

(d) Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization if Reclamation determines that the Licensee has failed to use the use authorization for its intended purpose. Further, failure to construct within the timeframe specified in the terms of the use authorization may constitute a presumption of abandonment of the requested use and cause termination of the use authorization.

(e) Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization if the Licensee fails to comply with all applicable federal, state, and local laws, regulations, ordinances, or terms and conditions of any use authorization, or to obtain any required permits or authorizations.

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

- i. Without notice, upon default in payment to the United States of any installment of use fee charges as provided by Article 7; or,
- ii. On date, of any year, upon written notice to Licensee, served ten (10) days in advance thereof; or,
- iii. After failure of the Licensee to observe any of the conditions of this License, and on the tenth day following service of written notice on the Licensee of termination because of failure to observe such condition.

(g) The notices provided by this Article will be served by certified mail addressed to the respective post office addresses given in Article 19 and the mailing of any such notice

properly enclosed, addressed, stamped, and certified, will be considered service. If the termination under this Article 9 (f.(ii)) or Article 9 (f.(iii)) should be effective at a date prior to the date of the termination of the then-current License, for which prepayment of use fees will have been made, an appropriate refund or part of the rental for such then-current License will be made.

(h) If this License is terminated under Article 9 (f.(iii)), the United States reserves the right to bar the Licensee from the authorization to use acquired or withdrawn public land on the Project for a period of time, as determined by Reclamation's Area Manager for the South-Central California Area Office (Area Manager).

10. HEALTH AND SAFETY STANDARDS. The Licensee and its contractors shall comply with requirements of the latest edition of the **Reclamation Safety and Health Standards (RSHS)** handbook while conducting any activity on Reclamation land or facilities. A copy of the RSHS can be downloaded from Reclamation's public website at <http://www.usbr.gov/ssle/safety/RSHS/rshs.html>.

11. HAZARDOUS MATERIALS. During the term of this License, the Licensee and/or its contractor(s) hereby agree as follows:

(a) The Licensee may not allow contamination or pollution of federal land, facilities, and waterbodies and for which the Licensee has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to: hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

(b) The Licensee shall comply with all applicable federal, state, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in federal lands, waters or facilities.

(c) "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

(d) Upon discovery of any event which may or does result in contamination or pollution of federal lands, waters or facilities, the Licensee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such

discovery and full details of the actions taken to the Area Manager. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e) Violation of any of the provisions of this Article, as determined by the Area Manager, may constitute grounds for termination of this License. Such violations require immediate corrective action by the Licensee and shall make the Licensee liable for the cost of full and complete remediation and/or restoration of any federal resources or facilities that are adversely affected as a result of the violation.

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

(g) Reclamation agrees to provide information necessary to enable the Licensee, using reasonable diligence, to comply with the provisions of this Article.

12. DISCOVERY OF CULTURAL RESOURCES. The Licensee shall immediately provide an oral notification of the discovery of any and all antiquities or other objects of archaeological, paleontological, cultural, historic, or scientific interest on Reclamation land to Reclamation's Regional Archaeologist at (916) 978-5028. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this authorization. The Licensee shall forward a written report of its findings to Reclamation's Regional Archaeologist within forty-eight (48) hours by certified mail. The Licensee shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from Reclamation's Regional Archaeologist before resuming the activity. Protective and mitigative measures specified by Reclamation's Regional Archaeologist shall be the responsibility of the Licensee.

13. DISCOVERY OF HUMAN REMAINS. The Licensee shall immediately provide an oral notification of the discovery of human remains on Reclamation land to Reclamation's Regional Archaeologist at (916) 978-5028. The Licensee shall forward a written report of its findings to Reclamation's Regional Archaeologist within 48 hours by certified mail. The Licensee shall immediately cease activity, stabilize, and protect such discoveries until authorized to proceed by Reclamation's Regional Archaeologist. Protective and mitigative measures specified by Reclamation's Regional Archaeologist shall be the responsibility of the Licensee.

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14. **ENVIRONMENTAL COMMITMENTS.** An Environmental Assessment, "Orestimba Creek Recharge Recovery and Expansion Project" (CGB-EA-2022-013) has been prepared for this Project. The Licensee shall comply with the terms and conditions of CGB-EA-2022-013, and any other successor or then-current applicable environmental compliance document. Environmental Commitments have been identified and are listed in the Environmental Commitment Table, labeled as **"Exhibit C,"** [BSR19] which is attached hereto and made a part hereof. The Licensee shall comply with all environmental commitments as specified therein. Please direct any questions or comments regarding the Environmental Commitments to Reclamation's Supervisory Natural Resource Specialist at (559) 262-0300.

15. **UNRESTRICTED ACCESS.** Reclamation and SLDMWA reserve the right of their officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incidental to federal Reclamation projects, or for any purpose whatsoever. Reclamation and SLDMWA will make every reasonable effort to keep damages to a minimum.

16. **REMOVAL OF STRUCTURES.** Upon the expiration, termination, or revocation of this License, if all use fee charges and damage claims due Reclamation have been paid, the Licensee shall remove all structures, equipment, or other improvements made by it from the premises at no cost to the United States. Upon failure to remove any such improvements within sixty (60) days of expiration, termination, or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. The Licensee shall pay all expenses of the United States, or its assigns, related to removal of such improvements.

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

18. **OFFICIALS NOT TO BENEFIT.** No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

19. **NOTICES.**

(a) Any notice, demand, or request required or authorized by this License to be given or made to or upon the United States shall be deemed properly given or made if delivered or

mailed postage-prepaid to the Area Manager, Bureau of Reclamation, South-Central California Area Office, 1243 "N" Street, Fresno, CA 93721-1813.

(b) Any notice, demand, or request required or authorized by this License to be given or made to or upon the SLDMWA shall be deemed properly given or made if delivered or mailed postage-prepaid to the Chief Operating Officer, San Luis & Delta-Mendota Water Authority, 15990 Kelso Road, Byron, CA 94514-1916.

(c) Any notice, demand, or request required or authorized by this License to be given or made to or upon the Licensee shall be deemed properly given or made if delivered or mailed postage-prepaid to the Deputy General Manager, Central California Irrigation District, P.O. Box 1231, Los Banos, CA 93635-1231 and the General Manager, Del Puerto Water District, P.O. Box 1596, Patterson, CA 95363-1596

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

20. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein, or the condition at any time of the Licensed Premises, or any of the property of the United States thereon, or the suitability of the Licensed Premises for the purposes of the Licensee.

21. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by the Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require the Licensee to pay, in addition to the use authorization price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

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

UNITED STATES OF AMERICA

Area Manager
South-Central California Area Office
Bureau of Reclamation

Date

ACCEPTED:

The Licensees, by signature below, agrees to the terms and conditions above.

Central California Irrigation District

Date

Del Puerto Water District

Date

NOTED:

San Luis & Delta-Mendota Water Authority, by signature below, agrees to the terms and conditions above.

Pablo R. Arroyave, Chief Operating Officer
San Luis & Delta-Mendota Water Authority

Date

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DRAFT

P.O. Box 1596 Patterson, CA 95363-1596

Phone (209) 892-4470 • Fax (209) 892-4469

**RESOLUTION DECERTIFYING FINAL ENVIRONMENTAL IMPACT
REPORT UNDER CEQA AND RESCINDING APPROVAL OF THE
DEL PUERTO CANYON RESERVOIR PROJECT**

WHEREAS, the Del Puerto Canyon Reservoir Project (the “Project”) would involve the construction and operation of a reservoir on Del Puerto Creek to provide approximately 82,000 acre-feet (“AF”) of new off-stream storage for use by the Del Puerto Water District (“the District”) and the San Joaquin River Exchange Contractors Water Authority (the “Exchange Contractors”) (together, the “Project Partners”);

WHEREAS, the District is the lead agency for the proposed Project; and

WHEREAS, pursuant to the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) (“CEQA”), and the CEQA Guidelines (Cal. Code. Regs., tit. 14, § 15000 et seq.) (“CEQA Guidelines”), a Draft Environmental Impact Report (“DEIR”) (State Clearinghouse No. 2019060254) for the Project was prepared, circulated, and made available for public review and comment from December 12, 2019 through January 27, 2020; and

WHEREAS, one of several components of the proposed Project evaluated in the DEIR is the relocation of a section of Del Puerto Canyon Road to move the road outside the inundation area of the proposed reservoir; and

WHEREAS, the DEIR explained that the Del Puerto Canyon Road realignment had been developed at a conceptual level only and that any revision to the roadway relocation would be evaluated to determine if supplemental environmental documentation is required; and

WHEREAS, during discussions with the County of Stanislaus (“County”), Department of Public Works, and as reflected by the comments of the Stanislaus County Environmental Review Committee on the DEIR and the District’s responses thereto, prior to the issuance of the Final EIR (“FEIR”) for the proposed Project, the District was made aware that County staff does not support the Del Puerto Canyon Road realignment as depicted in the DEIR; and

WHEREAS, following the close of the public comment period on the DEIR, the FEIR, which included the DEIR, revisions thereto, and responses to public and agency comments, was prepared for the Project; and

WHEREAS, the FEIR’s response to the County Environmental Review Committee regarding the County’s objection to the proposed Del Puerto Canyon Road realignment explained, among other things, that the Project Partners would continue working with County staff to develop an acceptable alignment and understood that further environmental review would be needed for a revised roadway alignment; and

WHEREAS, at the telephonic meeting of the Del Puerto Water District Board of Directors (“Board”) held on October 21, 2020, the Board, after taking public comments, voted to adopt a resolution certifying the EIR, adopting environmental findings and a Statement of Overriding Considerations, adopting a Mitigation Monitoring and Reporting Program under CEQA, and approving the Project; and

WHEREAS, pursuant to section 21152 of the Public Resources Code, on October 21, 2020, the District filed a Notice of Determination with the California Office of Planning and Research and the County Clerk for the proposed Project; and

WHEREAS, on November 19, 2020, Friant Water Supply Protection Association (“FWSPA”) filed a Petition for Writ of Mandate in the Stanislaus County Superior Court challenging the Project Partners’ certifications of the EIR and approvals of the Project under CEQA (Case No. CV-20-005164); and

WHEREAS, on November 20, 2020, Sierra Club, California Native Plant Society, Center for Biological Diversity, and Friends of the River (collectively, “Sierra Club”) filed a Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive relief and Attorney’s Fees in the Stanislaus County Superior Court, challenging the District’s certification of the FEIR and approval of the proposed Project under CEQA and naming the Exchange Contractors as a Real Party in Interest (Case No. CV-20-005193); and

WHEREAS, following the submission of legal briefs by the parties and the holding of hearings on the merits, on October 31, 2022, Honorable John R. Mayne of Department 21 of the Stanislaus County Superior Court issued a ruling in the two CEQA cases challenging the Project; and

WHEREAS, on November 29, 2022, the court issued a separate ruling under seal in the Sierra Club case, dealing with confidential cultural resource issues, as well as a public minute order memorializing the relief granted in that confidential ruling; and

WHEREAS, on December 15, 2022, the Project Partners and the Petitioners in the Sierra Club case jointly submitted to the court a stipulation urging the court to sign a revised ruling that corrected some minor errors found in the original October 30, 2022, ruling; and

WHEREAS, on December 27, 2022, the court signed the revised ruling; and

WHEREAS, consistent with the court’s December 27, 2022, revised ruling, on January 30, 2023 the court issued a judgment in *FWSPA v. Del Puerto Water District et al.* (Case No. CV 20-005164) denying FWSPA’s Petition for Writ of Mandate; and

WHEREAS, on January 25, 2023, the court issued a Judgment and Peremptory Writ of Mandate (“Writ”) in *Sierra Club et al. v. Del Puerto Water District et al.* (Case No. CV-20-005193); and

WHEREAS, the court, in *Sierra Club et al. v. Del Puerto Water District et al.* rejected most of Sierra Club’s claims, but held that the District violated CEQA with respect to (i) the EIR’s treatment of cultural resources and (ii) the EIR’s description of the relocation of Del Puerto Canyon

Road, which, according to the court, had been "rejected" by Stanislaus County such that there was no "current roadway" proposal at the time the District certified the FEIR; and

WHEREAS, the Writ requires the District to rescind and set aside the October 21, 2020, certification of the FEIR and approval of the Project within 30 days of service of the Writ.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Del Puerto Water District as follows:

1. The Board of Directors hereby rescinds and sets aside the Board's October 21, 2020, certification of the FEIR (State Clearinghouse No. 2019060254) and approval of the Del Puerto Canyon Reservoir Project;

2. District staff and consultants, and legal counsel are authorized and directed to do all things necessary to comply with the Writ, including, but not limited to, the filing one or more returns to the writ with the Stanislaus County Superior Court.

ALL THE FOREGOING, was authorized by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I HEREBY CERTIFY that the forgoing is the Resolution of said District as duly passed and adopted by said Board of Directors on this 15th day of February, 2023.

William Koster, President

WITNESS my hand and seal of the Board of Directors this 15th day of February, 2023.

Secretary/Treasurer of the Board of Directors

I HEREBY CERTIFY that the foregoing is the resolution of said District as duly passed and adopted by the Del Puerto Water District, a public agency formed under the laws of the State of California, at a meeting of the Board of Directors thereof duly called and held at the office of the District on the 15th day of February 2023.

Secretary of the Board of Directors

VI.C

FOURTH AMENDMENT TO GROUNDWATER CONVEYANCE AGREEMENT

This FOURTH AMENDMENT (“**Amendment**”) to the GROUNDWATER CONVEYANCE AGREEMENT (“**Agreement**”) between West Stanislaus Irrigation District (“**WSID**”) and Del Puerto Water District (“**DPWD**”), dated May 6, 2021, is dated this 14th day of February, 2023 (the “**Fourth Amendment Effective Date**”).

RECITALS

WHEREAS, the parties entered into the Agreement to provide for WSID’s diversion of the Transfer Water from the San Joaquin River and delivery of the Transfer Water to DPWD; and

WHEREAS, the Parties wish to amend the Agreement to further extend its Term.

AMENDMENT

1. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. Section 2 of the Agreement is hereby deleted in its entirety and is amended and restated as follows:

2. Term. The Term of this Agreement shall commence upon execution and shall terminate on February 28, 2023.
3. Except as expressly provided for herein, the Agreement shall remain unchanged and in full force and effect.
4. This Fourth Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment as of the Fourth Amendment Effective Date.

WEST STANISLAUS IRRIGATION
DISTRICT

DEL PUERTO WATER DISTRICT

By: _____
Robert Pierce
General Manager

By: _____
Anthea G. Hansen
General Manager

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

THIS CONTRACT, made this _____ day of _____, 2023, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including the Act of February 21, 1911 (36 Stat. 925), Section 14 of the Reclamation Project Act August 4, 1939 (53 Stat. 1187), and Section 305 of the Reclamation States Emergency Drought Relief Act of 1991, enacted March 5, 1992 (106 Stat. 59), all collectively hereinafter referred to as the Federal Reclamation laws, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this Contract, hereinafter referred to as the Contracting Officer, and DEL PUERTO WATER DISTRICT hereinafter referred to as the Contractor;

WITNESSETH, That:

EXPLANATORY RECITALS

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

(j) Omitted;

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

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

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

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

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

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

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

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

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

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

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

TERM OF CONTRACT

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

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

WATER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MEASUREMENT OF NON-PROJECT WATER

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

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

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

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

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

OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

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

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

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

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

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

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

PAYMENTS AND ADJUSTMENTS

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

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

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

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

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

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

MEDIUM FOR TRANSMITTING PAYMENTS

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

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

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

EXCESS CAPACITY

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

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

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

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

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

ACREAGE LIMITATION PROVISIONS

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

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

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

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

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

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

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

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

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

RULES, REGULATIONS, OPINIONS AND DETERMINATIONS

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

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

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

PROTECTION OF WATER AND AIR QUALITY

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

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

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

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

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

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

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

CHARGES FOR DELINQUENT PAYMENTS

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

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

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

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

GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

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

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

BOOKS, RECORDS, AND REPORTS

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

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

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

OFFICIALS NOT TO BENEFIT

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

CHANGES IN CONTRACTOR'S ORGANIZATION

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

CONFIRMATION OF CONTRACT

26. Promptly after the execution of this contract, the Contractor will provide to the Contracting Officer a certified copy of a final decree of a court of competent jurisdiction in the State of California, confirming the proceedings on the part of the Contractor for the authorization of the execution of this contract. This contract will not be binding on the United States until the Contractor secures a final decree.

NOTICES

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

INCORPORATION OF EXHIBITS

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

652 CONTRACT DRAFTING CONSIDERATIONS

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

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

660 UNITED STATES OF AMERICA

661 By: _____
662 Area Manager
663 South-Central California Area Office
664 California-Great Basin Region
665 Bureau of Reclamation

666 DEL PUERTO WATER DISTRICT
667 (SEAL)

668 By: _____
669 President of the Board of Directors
670 Attest:

671 By: _____
672 Secretary of the Board of Directors

EXHIBIT A

CONTRACTOR'S BOUNDARY MAP

This is a placeholder page. The Contractor's Boundary Map is to be designated as Exhibit A and appended to the contract.

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

Cost Component	Irrigation ¹ Cost of Service	RRA ² Full Cost 202(3)	RRA ³ Full Cost 205(a)(3)	Incremental ⁴ Fee	M&I ⁵ Cost of Service
Water Marketing					
Conveyance O&M*					
Conveyance O&M Sub-Total:					
Other Costs					
Conveyance Construction					
Sub-Total Conveyance:					
Water Marketing and Conveyance Total:					
Conveyance Pumping Construction Sub-Total:					
Storage O&M					
Storage Construction					
Storage Sub-Total:					
Total Marketing, Conveyance and Storage:					

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

NOTE: If the Non-Project Water is being conveyed through the Contractor's 9(d) distribution system, a separate rate will be developed for that system.

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

¹ The Irrigation Cost of Service Rate is applicable to Eligible Lands that are entitled to receive Irrigation Water at other than a Full-Cost Rate.

² The RRA Section 202(3) Full Cost Rate is applicable to a Qualified Recipient or to a Limited Recipient (as those terms are defined in Section 202 of the RRA) receiving Irrigation Water on or before October 1, 1981.

³ The RRA Section 205(a)(3) Full Cost Rate is applicable to a Limited Recipient (as that term is defined in Section 202 of the RRA) that did not receive Irrigation Water on or before October 1, 1981, and those prior law landholders leasing land in excess of their entitlement.

⁴ The Incremental Fee is applicable to Ineligible Lands pursuant to subdivision (b) of Article 9 of this Contract. (Incremental Fee requirements for Ineligible Lands are set forth in 43 CFR 426.15.)

⁵ The M&I Cost of Service Rate is applicable to Non-Project Water conveyed and diverted for municipal and industrial purposes. See definition of "Municipal and Industrial Water" in subdivision (j) of Article 1 of this Contract.

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-40.45L, 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

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EXHIBIT D

WATER QUALITY STANDARDS

This is a placeholder page. The water quality monitoring requirements applicable to the specific Project facilities to be used to convey the Non-Project Water are to be identified as Exhibit D and appended to the Contract.

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**A RESOLUTION OF THE BOARD OF DIRECTORS
AUTHORIZING THE EXECUTION OF A TEMPORARY CONTRACT
WITH THE UNITED STATES BUREAU OF RECLAMATION
TO PROVIDE FOR STORAGE AND/OR CONVEYANCE OF NON-PROJECT WATER**

WHEREAS, the Board of Directors of Del Puerto Water District (the "Board" and the "District", respectively) and the U.S. Bureau of Reclamation (Reclamation) previously entered into Contract No. 21-WC-20-5818 To Provide For Storage And Conveyance Of Non-Project Water in Project Facilities through July 31, 2022("Warren Act Contract"); and

WHEREAS, the District requested and Reclamation approved an extension of time for the Contract, as described in the final EA – CGB-EA-2022-031, and it's related Finding of No Significant Impact – CGB-FONSI-2022-031; and

WHEREAS, Reclamation has presented the District with Draft Contract No. 23-WC-20-6066 which provides for conveyance through February 28, 2023 of the remainder of the original 10,000 acre-feet transfer, as well as storage of same remainder plus any quantity previously introduced under Contract No. 21-WC-20-5818 until February 29, 2024; and

WHEREAS, the Board has reviewed and considered said Contract between Reclamation and the District which, upon execution and receipt, will be kept on file with the Secretary hereof.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED as follows:

Section 1. The facts contained in the recitals above are true and correct, and the Board so finds and determines.

Section 2. The General Manager and Secretary, or their respective designees, are hereby authorized to execute the Contract in substantially the form previously presented to the Board, subject to such revisions, additions and deletions as such executing officers may approve prior to execution, said execution to provide conclusive evidence of such approval.

Section 3. The General Manager, or his designee, is hereby authorized and directed to execute any and all additional agreements and/or other documents, and to take such additional actions as may be necessary or convenient to carry out the intent of this Resolution.

Adopted at a meeting of the Board of Directors, at Patterson, California, this 15th day of February 2023.

AYES:

NOES:

ABSENT:

**William Koster, President
DEL PUERTO WATER DISTRICT**

Attest:

Anthea G. Hansen, Secretary

I HEREBY CERTIFY that the foregoing is the resolution of said District as duly passed and adopted by the Del Puerto Water District, a public agency formed under the laws of the State of California, at a meeting of the Board of Directors thereof duly called and held at the office of the District on the 15th day of February 2023.

Secretary of the Board of Directors

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VIE.

Temporary Warren Act Contract – Year 2023
Irrigation and M&I
Contract No. 23-WC-20-6067

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

THIS CONTRACT, made this _____ day of _____, 2023, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including the Act of February 21, 1911 (36 Stat. 925), Section 14 of the Reclamation Project Act August 4, 1939 (53 Stat. 1187), and Section 305 of the Reclamation States Emergency Drought Relief Act of 1991, enacted March 5, 1992 (106 Stat. 59), all collectively hereinafter referred to as the Federal Reclamation laws, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this Contract, hereinafter referred to as the Contracting Officer, and DEL PUERTO WATER DISTRICT hereinafter referred to as the Contractor;

WITNESSETH, That:

EXPLANATORY RECITALS

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

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

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

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

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

[5th] WHEREAS, the environmental compliance requirements for the execution of this Contract have been met by Environmental Assessment (EA) Number 18-007 entitled "Delta-Mendota Canal Groundwater Pump-in Program Revised Design Constraints," which resulted in a Finding of No Significant Impact dated May 7, 2018.

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

DEFINITIONS

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

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

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

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

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

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

51 (f) “Full-Cost Lands” shall mean landholdings described in Sections
52 205(a)(3) and 202(3) of the RRA;

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

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

59 (i) “Irrigation Water” shall mean Non-Project Water used to irrigate land
60 primarily for the production of commercial agricultural crops or livestock, and domestic and

other uses that are incidental thereto. It does not include uses such as watering golf courses; lawns and ornamental shrubbery used in residential and commercial landscaping, household gardens, parks and other recreational facilities; pasture for animals raised for personal purposes or for nonagricultural commercial purposes; cemeteries; and similar uses (except to the extent that some of these uses may be incidental to uses that are primarily agricultural). It also does not include commercial agricultural uses that do not require irrigation, such as fish farms and livestock production in confined feeding or brooding operations;

(j) “Municipal and Industrial (M&I) Water” shall mean Non-Project Water used for municipal, industrial, and miscellaneous purposes not falling under the definition of “Irrigation Water” described in subdivision (i) of this Article 1 or within another category of water use under an applicable Federal authority;

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

(l) “Operating Non-Federal Entity” shall mean the San Luis & Delta-Mendota Water Authority, its successors or assigns, a non-Federal entity that has the obligation pursuant to a separate agreement with the United States to operate and maintain all or a portion of the Project Facilities, and which may have funding obligations with respect thereto;

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

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

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

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

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

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

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

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

TERM OF CONTRACT

2. This Contract shall become effective on the date hereinabove written and shall remain in effect through February 29, 2024: Provided, That upon written notice to the Contractor, this Contract may be terminated by the Contracting Officer at an earlier date, if the

Contracting Officer determines that the Contractor has not been complying with one or more terms or conditions of this Contract.

INTRODUCTION, CONVEYANCE, AND DELIVERY OF NON-PROJECT WATER

3. (a) During the term of this Contract, the Contractor may introduce up to 10,000 acre-feet each Year of Non-Project Water from the source(s) identified in Exhibit C into the Project Facilities at points identified on Exhibit C. In addition, the Contractor may store and/or convey Non-Project Water pursuant to this Contract, which Non-Project water was previously introduced into the Project Facilities pursuant to Contract No. 18-WC-20-5248 in Year 2022: [A1] Provided, That at the exclusive discretion of the Contracting Officer, the maximum Contract quantity under this Contract may be changed without amendment to this Contract; and Provided further, That the volume of water pumped in any combination by the contractors participating in the Delta-Mendota Canal groundwater pump-in program, shall not exceed, cumulatively, 50,000 acre-feet as analyzed in EA Number 18-007. The United States or the designated Operating Non-Federal Entity shall convey Non-Project Water through Excess Capacity in the Project Facilities from said point(s) of introduction for delivery to the Contractor at the points identified on Exhibit C or other location(s) mutually agreed to in writing by the Contracting Officer and the Contractor, in accordance with an approved schedule submitted by the Contractor pursuant to subdivision (d) of this Article: Provided, That the quantity of Non-Project Water to be delivered to the Contractor from Project Facilities shall not exceed the quantity of Non-Project Water previously introduced into the Project Facilities by the Contractor at said point(s) of introduction, less 5% percent for conveyance losses.

(b) Exhibit C may be modified or replaced by mutual agreement of the Contractor and the Contracting Officer to reflect changes to the source(s) of Non-Project water

without amendment of this Contract: Provided, however, That no such modification or replacement shall be approved by the Contracting Officer absent the completion of all appropriate environmental documentation, including but not limited to documents prepared pursuant to the National Environmental Policy Act of 1969 (NEPA) and the Endangered Species Act of 1973 (ESA), as amended.

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

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

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

(1) All Non-Project Water introduced, but not taken directly by the contractor within 30 days, is deemed to be stored in Project Facilities. Any stored Non-Project

Water requested by the Contractor and not taken directly by the Contractor within 30 days after such release or conveyance shall be deemed to be unused water donated to the United States for Project purposes. Further, all Non-Project Water made available for delivery to the Contractor from the Project Facilities and not accepted by the Contractor shall be deemed to be unused water donated to the United States for Project purposes.

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

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

(f) Unless otherwise agreed to in writing by the Contracting Officer, the Non-Project Water shall be introduced into and delivered to the Contractor through existing Project Facilities. If temporary inflow or delivery facilities are required to effectuate the introduction of Non-Project Water into the Project Facilities or the delivery of the Non-Project Water to the Contractor from the Project Facilities, the Contractor shall, at its own cost and expense obtain all appropriate environmental documents, necessary rights-of-way for such facilities, including the appropriate right of-use agreement(s) or other authorizations issued by the United States for any such facilities located on right-of-way for existing Project Facilities. The Contractor, at its own

cost and expense, shall be responsible for providing, installing, operating, maintaining, repairing, replacing, and removing said inflow and delivery facilities. The Contractor hereby grants to the Contracting Officer and the Operating Non-Federal Entity access, for the purpose of this Contract, to all temporary inflow and delivery facilities installed by the Contractor.

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

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

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

MEASUREMENT OF NON-PROJECT WATER

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

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

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

(d) Upon the request of either party to this Contract, the Contracting Officer shall investigate, or cause to be investigated by the Operating Non-Federal Entity, the accuracy of all measurements of Non-Project Water required by this Contract. If the investigation discloses errors in the recorded measurements, such errors shall be promptly corrected. If the investigation discloses that measurement devices are defective or inoperative, the Contracting Officer shall take any necessary actions to ensure that the responsible party makes the appropriate adjustments, repairs, or replacements to the measurement devices. In the event the

Contractor, as the responsible party, neglects or fails to make such adjustments, repairs, or replacements to the measurement devices within a reasonable time and to the reasonable satisfaction of the Contracting Officer, the Contracting Officer may cause such adjustments, repairs, or replacements to be made and the costs thereof shall be charged to the Contractor and the Contractor shall pay said charges to the United States immediately upon receipt of a detailed billing. For any period of time during which accurate measurements of the Non-Project Water have not been made, the Contracting Officer shall consult with the Contractor and the Operating Non-Federal Entity prior to making a determination of the quantity of Non-Project Water introduced, stored, conveyed and delivered for that period of time and such determination by the Contracting Officer shall be final and binding on the Contractor.

OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

5. (a) The operation and maintenance (O&M) of a portion of the Project Facilities to be used to introduce, convey and deliver the Non-Project Water to the Contractor, and responsibility for funding a portion of the costs of such O&M, have been transferred from the United States to the San Luis & Delta-Mendota Water Authority, the designated Operating Non-Federal Entity, pursuant to a separate agreement, identified as Agreement No. 8-07-20-X0354-X, as amended. That separate agreement shall not interfere with or affect the rights or obligations of the Contractor or the United States hereunder.

(b) The Contractor shall pay directly to the San Luis & Delta-Mendota Water Authority, or to any successor approved by the Contracting Officer under the terms and conditions of the separate agreement described in subdivision (a) of this Article 5, all rates, charges, or assessments of any kind, including any assessment for reserve funds, that the San Luis & Delta-Mendota Water Authority or such successor determines, sets, or establishes for the

O&M of the portion of the Project Facilities operated and maintained by the San Luis & Delta-Mendota Water Authority or such successor used to convey and deliver the Non-Project Water to the Contractor.

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

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

PAYMENTS AND ADJUSTMENTS

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

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

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

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

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

MEDIUM FOR TRANSMITTING PAYMENTS

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

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

EXCESS CAPACITY

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

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

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

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

ACREAGE LIMITATION PROVISIONS

9. (a) The Non-Project Water introduced, stored and/or conveyed, and delivered pursuant to this Contract cannot be furnished to irrigate more than 160 acres of Eligible Lands owned directly or indirectly by any one person unless that person has become subject to the

discretionary provisions of the RRA. The Rates for furnishing water to irrigate such Eligible Lands are identified as Irrigation Cost of Service, RRA Full Cost 202(3), and RRA Full Cost 205(a)(3) on Exhibit B.

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

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

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

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

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

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

(b) The Contractor shall indemnify and hold harmless the United States, its officers, agents and employees, and the Operating Non-Federal Entity, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage, of any nature whatsoever arising out of any actions or omissions of the Contractor, its directors, officers, agents, contractors, and employees, under

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

RULES, REGULATIONS, OPINIONS AND DETERMINATIONS

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

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

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

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affect or alter the standard of judicial review applicable under Federal law to any opinion or determination implementing a specific provision of Federal law embodied in statute or regulation.

PROTECTION OF WATER AND AIR QUALITY

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

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

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

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

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

prepared by the Contracting Officer to monitor Non-Project Water introduced into and conveyed through the Project Facilities. The Plan describes the sample collection procedures, water testing methods, and data review process, including quality control/quality assurance protocols, to verify analytical results. The Contractor is responsible for sampling and analytical costs associated with evaluating the quality of the Non-Project Water. Non-Project Water introduced into Project Facilities for purposes of water quality testing is considered Project Water.

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

CHARGES FOR DELINQUENT PAYMENTS

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in EO

11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

CERTIFICATION OF NONSEGREGATED FACILITIES

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

201

553 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

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

578 COMPLIANCE WITH FEDERAL RECLAMATION LAWS

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

584 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

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

589 (b) The payment of charges becoming due pursuant to this Contract is a
 590 condition precedent to receiving benefits under this Contract. The United States shall not make

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

BOOKS, RECORDS, AND REPORTS

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

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

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

OFFICIALS NOT TO BENEFIT

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

625 CHANGES IN CONTRACTOR'S ORGANIZATION

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

631 CONFIRMATION OF CONTRACT

632 26. Promptly after the execution of this contract, the Contractor will provide to the
633 Contracting Officer a certified copy of a final decree of a court of competent jurisdiction in the
634 State of California, confirming the proceedings on the part of the Contractor for the authorization
635 of the execution of this contract. This contract will not be binding on the United States until the
636 Contractor secures a final decree.

637 NOTICES

638 27. Any notice, demand, or request authorized or required by this Contract shall be
639 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
640 delivered to Bureau of Reclamation, Northern California Area Office, 1140 West Wood Street,
641 Willows, California 95988, and on behalf of the United States, when mailed, postage prepaid, or
642 delivered to Del Puerto Water District, P.O. Box 1596, Patterson, CA 95363-1596. The
643 designation of the addressee or the address may be changed by notice given in the same manner
644 as provided in this Article for other notices.

645 INCORPORATION OF EXHIBITS

646 28. Exhibits A through D are attached hereto and incorporated herein by reference.

647 CONTRACT DRAFTING CONSIDERATIONS

648 29. This Contract has been negotiated and reviewed by the parties hereto, each of
649 whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles
650 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party
651 shall be considered to have drafted the stated articles. Single-spaced articles are standard articles
652 pursuant to Reclamation policy.

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

655 UNITED STATES OF AMERICA

656 By: _____
657 Area Manager
658 South-Central California Area Office
659 California-Great Basin Region
660 Bureau of Reclamation

661 DEL PUERTO WATER DISTRICT
662 (SEAL)

663 By: _____
664 President of the Board of Directors
665 Attest:

666 By: _____
667 Secretary of the Board of Directors

EXHIBIT A

CONTRACTOR'S BOUNDARY MAP

This is a placeholder page. The Contractor's Boundary Map is to be designated as Exhibit A and appended to the contract.

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

Cost Component	Irrigation¹ Cost of Service	RRA² Full Cost 202(3)	RRA³ Full Cost 205(a)(3)	Incremental⁴ Fee	M&I⁵ Cost of Service
Water Marketing					
Conveyance O&M*					
Conveyance O&M Sub-Total:					
Other Costs					
Conveyance Construction					
Sub-Total Conveyance:					
Water Marketing and Conveyance Total:					
Conveyance Pumping Construction Sub-Total:					
Storage O&M					
Storage Construction					
Storage Sub-Total:					
Total Marketing, Conveyance and Storage:					

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

NOTE: If the Non-Project Water is being conveyed through the Contractor's 9(d) distribution system, a separate rate will be developed for that system.

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

¹ The Irrigation Cost of Service Rate is applicable to Eligible Lands that are entitled to receive Irrigation Water at other than a Full-Cost Rate.

² The RRA Section 202(3) Full Cost Rate is applicable to a Qualified Recipient or to a Limited Recipient (as those terms are defined in Section 202 of the RRA) receiving Irrigation Water on or before October 1, 1981.

³ The RRA Section 205(a)(3) Full Cost Rate is applicable to a Limited Recipient (as that term is defined in Section 202 of the RRA) that did not receive Irrigation Water on or before October 1, 1981, and those prior law landholders leasing land in excess of their entitlement.

⁴ The Incremental Fee is applicable to Ineligible Lands pursuant to subdivision (b) of Article 9 of this Contract. (Incremental Fee requirements for Ineligible Lands are set forth in 43 CFR 426.15.)

⁵ The M&I Cost of Service Rate is applicable to Non-Project Water conveyed and diverted for municipal and industrial purposes. See definition of "Municipal and Industrial Water" in subdivision (j) of Article 1 of this Contract.

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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 wells located on the Delta-Mendota Canal, as described herein below:

Points of Introduction: For the period March 1, 2023 through February 29, 2024, based upon the availability of Excess Capacity in the Delta-Mendota Canal (DMC) the Contractor is authorized to pump into the DMC up to 10,000 acre-feet of Groundwater (Non-Project Water) at the following points of introduction:

MP-21.12L, MP-21.86L, MP-23.41L, MP-24.38L, MP-29.95R, MP-30.43L, MP-30.43R, MP-30.96L, MP-31.31L, MP-31.60L, MP-32.35L, MP-32.36L, MP-33.71L, MP-35.73R, MP-36.01L, MP-36.45R, MP-36.80L, MP-37.10L, MP-42.50R, MP-42.68L, MP-50.46L, MP-50.66R, MP-51.00R, MP-51.66L, MP-52.40L, MP-58.60L, 58.73R, MP-59.50R (Borges #2), MP-64.85L

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 Milepost(s):

MP-18.05L, MP-18.06L, MP-18.60L, MP-19.18L, MP-20.43L, MP-20.59L, MP-20.97L, MP-21.12L, MP-21.25L, MP-21.65L, MP-22.20L, MP-22.50R, MP-22.78L, MP-23.41L, MP-23.81L, MP-23.94R, MP-24.38L, MP-25.02L, MP-25.02R, MP-25.03R, 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-40.45L, 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, MP-57.46L, MP-57.95R, MP-58.26L, MP-58.73R,

MP-58.90L, MP-59.50R, MP-59.53L, MP-60.54R, MP-61.05L, MP-61.37R, MP-61.84L,
MP-62.08R, MP-62.67L, MP-64.32L, MP-64.32R, MP-64.85L, MP-65.35L, MP-65.37R,
MP-65.38R, MP-66.06L, MP-66.68L, MP-66.73L, MP-67.16R, MP-67.55L, MP-68.03R,
MP-68.03L_[A2]

EXHIBIT D

WATER QUALITY STANDARDS

This is a placeholder page. The water quality monitoring requirements applicable to the specific Project facilities to be used to convey the Non-Project Water are to be identified as Exhibit D and appended to the Contract.

Blank

VI. E.

**A RESOLUTION OF THE BOARD OF DIRECTORS
AUTHORIZING THE EXECUTION OF A TEMPORARY CONTRACT
WITH THE UNITED STATES BUREAU OF RECLAMATION
TO PROVIDE FOR STORAGE AND CONVEYANCE OF NON-PROJECT WATER**

WHEREAS, the Board of Directors of Del Puerto Water District (the "Board" and the "District", respectively) has requested a Temporary Contract To Provide For Storage And Conveyance Of Non-Project Water in Project Facilities ("Warren Act Contract") from the Bureau of Reclamation; and

WHEREAS, Reclamation has presented the District with Draft Contract No.23-WC-20-6067; and

WHEREAS, said Warren Act Contract will support the storage and conveyance of a Non-Project supply and District requests conveyance of said Non-Project Water through Excess Capacity in the Delta-Mendota Canal; and

WHEREAS, the Board has reviewed and considered said Contract between Reclamation and the District which, upon execution and receipt, will be kept on file with the Secretary hereof.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED as follows:

Section 1. The facts contained in the recitals above are true and correct, and the Board so finds and determines.

Section 2. The General Manager and Secretary, or their respective designees, are hereby authorized to execute the Contract in substantially the form previously presented to the Board, subject to such revisions, additions and deletions as such executing officers may approve prior to execution, said execution to provide conclusive evidence of such approval.

Section 3. The General Manager, or his designee, is hereby authorized and directed to execute any and all additional agreements and/or other documents, and to take such additional actions as may be necessary or convenient to carry out the intent of this Resolution.

Adopted at a meeting of the Board of Directors, at Patterson, California, this 15th day of February 2023.

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AYES:

NOES:

ABSENT:

**William Koster, President
DEL PUERTO WATER DISTRICT**

Attest:

Anthea G. Hansen, Secretary

I HEREBY CERTIFY that the foregoing is the resolution of said District as duly passed and adopted by the Del Puerto Water District, a public agency formed under the laws of the State of California, at a meeting of the Board of Directors thereof duly called and held at the office of the District on the 15th day of February 2023.

Secretary of the Board of Directors

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2023-24 Agricultural Water Rate

2.10.23 DRAFT
Component:

	Ag
Bureau Cost of Service Rate (estimate per 2023 Ratebooks)	
USBR O&M Rate set using a 7-year historical average (36,973 AF) Ag Service Allocation for O & M	\$ 35.81
Authority O & M Rate	
Estimate based on projected actual deliveries of all water types at a 15% CVP Ag Service Allocation, 60% M&I Allocation and 100% Allocation to Refuges and Exchange/Water Rights Contractors	\$ 20.17
Restoration Fund Rate (thru 9/30/23) (Final)	\$ 12.02
Trinity Public Utilities District Assessment (Final)	\$ 0.15
Rounding Profit/(Subsidy) of Basic Rate from Rate Stabilization Fund	\$ (0.15)
Estimated Cost by Supply Type	\$ 68.00

Blank

Del Puerto Water District
2023-24 Operating Budget
DRAFT Budget 02.15.23

	DRAFT 2023-24 Budget	Current 2022-23 Forecast	Prior Year 2022-23 Budget	
Other Income Earned:				
Administration Income	\$ 2,232,423.00	\$ 2,101,872.00	\$ 2,101,872.00	\$/Acre \$48.00
Bank Interest	\$ 1,500.00	\$ 900.00	\$ 1,300.00	\$0.03
Investment Interest	\$ 120,000.00	\$ 98,227.00	\$ 60,000.00	\$1.37
Office Rent Income	\$ 6,060.00	\$ 6,000.00	\$ 6,000.00	\$0.14
Program Admin Fees	\$ -	\$ -	\$ -	\$0.00
NVRRWP Admin Fees to RWSP	\$ 189,000.00	\$ 155,988.00	\$ 156,600.00	\$3.58
Watershed Coordinator Income	\$ 106,637.00	\$ 103,967.00	\$ 103,967.00	\$2.37
Total Other Income:	\$ 2,635,620.00	\$ 2,466,954.00	\$ 2,429,739.00	\$55.49
Administrative Expenses:				
Wages & Related Expenses	\$ 1,143,779.00	\$ 1,121,784.00	\$ 1,153,984.00	\$26.35
Conservation Expense	\$ 4,350.00	\$ 4,020.00	\$ 4,001.00	\$0.09
Office Supplies, Rent & Other	\$ 46,266.00	\$ 38,936.00	\$ 41,188.00	\$0.94
Repairs & Maintenance	\$ 17,499.00	\$ 7,504.00	\$ 8,400.00	\$0.19
Metering Program	\$ 4,037.00	\$ 2,800.00	\$ 1,500.00	\$0.03
Association Fees	\$ 189,972.00	\$ 271,351.00	\$ 288,187.00	\$6.58
SWRCB Water Rights Fee	\$ 194,616.00	\$ 185,349.00	\$ 179,073.00	\$4.09
Utilities	\$ 25,419.00	\$ 24,392.00	\$ 23,117.00	\$0.53
Legal & Audit Fees	\$ 171,000.00	\$ 257,167.00	\$ 146,650.00	\$3.35
Consulting Services	\$ 1,278,503.00	\$ 2,705,038.00	\$ 2,553,118.00	\$58.31
Vehicle, Travel & Conferences	\$ 36,910.00	\$ 41,005.00	\$ 30,601.00	\$0.70
Insurance	\$ 26,407.00	\$ 23,407.00	\$ 21,416.00	\$0.49
Depreciation & Amortization	\$ 81,080.00	\$ 81,080.00	\$ 81,080.00	\$1.85
	\$ 3,219,838.00	\$ 4,763,833.00	\$ 4,532,315.00	\$103.50
Capital Expenses:				
Capital Expenditures	\$ 5,239,836.00	\$ -	\$ 10,000.00	\$0.23
Asset Replacement Contingency	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$0.23
	\$ 5,249,836.00	\$ 10,000.00	\$ 20,000.00	\$0.46
Total Other Expense:	\$ 8,469,674.00	\$ 4,773,833.00	\$ 4,552,315.00	\$103.96
Net Profit/(Loss)	\$ (5,834,054.00)	\$ (2,306,879.00)	\$ (2,122,576.00)	(\$48.47)
Addback: Noncash Deprec. Expense	\$ 81,080.00	\$ 81,080.00	\$ 81,080.00	\$1.85
Addback: Prior Year Unspent Budget	\$ -	\$ 1,142,317.00	\$ 1,142,317.00	\$26.09
Grant Revenue	\$ 4,835,434.00	\$ 900,000.00	\$ 900,000.00	\$20.55
IRWM Grant - DPCR	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$20.55
Gross Profit/(Loss) From Administrative Activities	\$ (17,540.00)	\$ (183,482.00)	\$ 821.00	\$0.02
SGMA GSP Implementation Fee	\$ 355,437.00	\$ 335,989.00	\$ 356,037.00	\$8.13
SGMA Dues	\$ 339,390.00	\$ 289,838.00	\$ 356,037.00	\$8.13
	\$ 16,047.00	\$ 46,151.00	\$ -	\$0.00
Coalition Membership Income	\$ 303,767.00	\$ 292,868.00	\$ 292,868.00	\$7.50
Coalition Dues	\$ 303,651.00	\$ 292,359.00	\$ 292,359.00	\$7.48
	\$ 116.00	\$ 509.00	\$ 509.00	\$0.01

43773

43788

43788

VL.9.

Budget Income Category:

Other Income:

GL Account	Account Name	2023-24 Budget	2022-23 Forecast	2022-23 Budget	Justification
4000	Water Availability Charge	\$ 2,232,423.00	\$ 2,101,872.00	\$ 2,101,872.00	Based on per acre charge of \$51 per irrigable acre.
4700	Bank Interest Earned	\$ 1,500.00	\$ 900.00	\$ 1,300.00	Minimal checking/savings bank balances on hand.
4820	Investment Interest/Gain(Loss)	\$ 120,000.00	\$ 98,227.00	\$ 60,000.00	Based on estimated earnings from general/rate stabilization funds.
4850	Office Rental Income	\$ 6,060.00	\$ 6,000.00	\$ 6,000.00	Monthly rent at \$ 505/mo. (Mar-Feb)
4051	NVRRWP Admin Fees to RWSP	\$ 169,000.00	\$ 155,988.00	\$ 156,600.00	\$6.50/AF Admin Fee
4325	Watershed Coordinator Income	\$ 106,637.00	\$ 103,967.00	\$ 103,967.00	Monthly Sampling Service \$7,636/mo; Real Time Station Maintenance Service \$1,250/mo.
Other Income Per Acre		\$ 2,635,620	\$ 2,466,954	\$ 2,429,739	
		43773	43789	43789	
		\$60.21	\$56.34	\$56.41	

4325	Coalition Membership Income	\$ 303,787.00	\$ 292,868.00	\$ 292,868.00	
		38066	39049	39049	
Coalition Income Per Acre		\$7.98	\$7.50	\$7.50	
4425	SGMA GSP Implementation Fee	\$ 355,437.00	\$ 335,989.00	\$ 356,037.00	
		43773	43789	43789	
SGMA Income Per Acre		\$8.12	\$7.67	\$8.13	

Management's Discussion & Analysis:

Wages & Related Expenses

	2023-24 Budget	2023-24 Budget
	vs.	vs.
2023-24 Budget	2023-24 Budget	2023-24 Budget

2022-23

2022-23

2023-24

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2022-23 Budget 2022-23 Forecast

Justification

Forecast

Budget

Name

Account Accrual

Account Name	Budget	Forecast	Budget	Description	2022-23 Budget	2022-23 Forecast
5565 Gross Pay	\$ 773,228.00	\$ 773,219.00	\$ 785,219.00	2023 budget includes 6 FTES.	-1.53%	0.00%
5565 Adjustment for Vac Used	\$ (53,484.00)	\$ (80,163.00)	\$ (51,899.00)	Budget based on accrual rates x pay rates.	3.45%	-33.28%
5505 Employer Training Tax	\$ 42.00	\$ 42.00	\$ 49.00	Based on Assigned Rate of .001% x Gross Pay Max of \$7000.	-14.29%	0.00%
5510 SUI	\$ 630.00	\$ 630.00	\$ 735.00	Based on Assigned Rate of 1.5% for 2023. Charged on first \$7k/yr. earnings.	-14.29%	0.00%
5520 Medical - Actives	\$ 138,528.00	\$ 131,178.00	\$ 131,178.00	Budget based on census as of 1/31/23.	5.60%	5.60%
5523 Medical - Retirees	\$ 10,164.00	\$ 9,212.00	\$ 9,212.00	Budget based on census as of 1/31/23.	10.33%	10.33%
5521 Dental - Actives	\$ 12,162.00	\$ 12,221.00	\$ 12,221.00	Dental premium remained the same. Increase due to census change.	-0.48%	-0.48%
5524 Dental - Retirees	\$ 1,149.00	\$ 1,154.00	\$ 1,154.00	Dental premium remained the same.	-0.43%	-0.43%
5522 Vision - Actives	\$ 1,239.00	\$ 1,245.00	\$ 1,245.00	Vision rate remained the same.	-0.48%	-0.48%
5526 Vision - Retirees	\$ 413.00	\$ 415.00	\$ 415.00	Vision rate remained the same.	-0.48%	-0.48%
5527 EAP - Actives	\$ 179.00	\$ 172.00	\$ 172.00	Employee Assistance Program.	4.07%	4.07%
5570 Medicare	\$ 11,212.00	\$ 11,126.00	\$ 11,386.00	Based on Assigned Rate of 1.45% x Gross Pay.	-1.53%	0.77%
5574 CalPERS Cont. - PEPPA Members	\$ 36,135.00	\$ 37,585.00	\$ 37,354.00	Rates to increase on 7/1/23 from 7.47% to 7.68%.	-3.26%	-3.86%
5575 CalPERS Cont. - Classic Members	\$ 101,149.00	\$ 97,209.00	\$ 97,088.00	Rates to increase on 7/1/23 from 10.870% to 12.47% plus \$5,264/mo. Fixed payment.	4.18%	4.05%
5576 OPEB Expense	\$ 38,654.00	\$ 36,031.00	\$ 36,631.00	ADC for OPEB Trust	5.52%	7.28%
5576 Adjustment for OPEB Reimbursement	\$ (11,726.00)	\$ (10,782.00)	\$ (10,782.00)	Reimbursement from CalPERS OPEB Trust	8.76%	8.76%
5585 Vacation Expense	\$ 53,484.00	\$ 54,502.00	\$ 53,252.00	Based on Accrual Factor x Hourly Rates plus one-time adjustment for salary increases.	0.44%	-1.87%
5586 Sick Pay Expense	\$ 11,364.00	\$ 28,435.00	\$ 20,749.00	Based on Accrual Factor x Hourly Rates plus one-time adjustment for rate increases.	-45.23%	-60.04%
5590 Worker's Compensation	\$ 19,257.00	\$ 18,353.00	\$ 18,405.00	Workers Comp rates decrease due to experience mods.	4.63%	4.93%
	\$1,143,779.00	\$1,121,784.00	\$1,153,984.00		-0.88%	1.96%
Cost Per Acre	\$26.13	\$25.62	\$26.35			
Percent of Total Water Availability Charge	43773	43789	43789			

Conservation Expense

[illegible]

Management's Discussion & Analysis:

Budget Expense Category:

Office Supplies, Rent, Other

GL		2023-24	2022-23	2023-24	2022-23	2023-24	2022-23	2023-24	2022-23	2023-24	2022-23
Account		Budget		Forecast		Budget		Justification		Budget	
Account	Account Name										
5140	Computer Consulting/Repair	\$	17,292.00	\$	16,587.00	\$	16,518.00	Budgeted \$1,441/mo. for fully managed contract.		4.69%	4.25%
5170	Computer Software	\$	-	\$	-	\$	-	No 2023 Software renewals		#DIV/0!	#DIV/0!
5400	Bank Charges	\$	960.00	\$	795.00	\$	960.00	Stop Pmt/Wire fees/Credit Card Fees		0.00%	20.75%
5420	Contract Services	\$	6,362.00	\$	5,552.00	\$	6,212.00	Includes pest control/office cleaning/window washing.		2.41%	14.59%
5430	Equipment Rental/Maintenance	\$	3,072.00	\$	3,025.00	\$	2,976.00	Includes copier, alarm and postage machine maintenance and rental.		3.23%	1.55%
5450	Office Supplies	\$	8,000.00	\$	7,600.00	\$	8,000.00	Cost of supplies estimated based on 3 year average expenditures.		0.00%	5.26%
5460	Postage	\$	2,580.00	\$	2,134.00	\$	2,580.00	Budgeted based on 2022 expenditures.		0.00%	20.90%
5470	Printing & Reproduction	\$	1,200.00	\$	100.00	\$	600.00	Grant deed copies/misc color copy reproductions.		100.00%	1100.00%
5480	Subscriptions & Publications	\$	5,000.00	\$	1,543.00	\$	1,542.00	Customer/Public Notices. Printed ballots for Landowner election.		224.25%	224.04%
6999	Miscellaneous	\$	1,800.00	\$	1,600.00	\$	1,800.00	Budgeted \$150/mo. for miscellaneous items.		0.00%	12.50%
		\$	46,266.00	\$	38,936.00	\$	41,188.00			12.33%	18.83%
Cost Per Acre		\$1.06	43773	\$0.89	43789	\$0.94	43789				
Percent of Total Water Availability Charge											

Management's Discussion & Analysis:

Repairs & Maintenance

2023-24

2023-24 Budget	vs.	2022-23 Budget
2023-24 Budget	vs.	2022-23 Forecast

Management's Discussion & Analysis:

Budget Expense Category:

Metering Program

GL	Account	Account Name	2023-24		2022-23		2022-23		Justification	2023-24		2023-24	2023-24
			Budget	Forecast	Budget	Forecast	Budget	Forecast		Budget	Forecast	Budget	Forecast
5380		Meter Parts/Service	\$ 2,357.00	\$ 2,800.00	\$ 1,500.00				Budgeted based on 2022 expenditures.	\$ 1,500.00		57.13%	-15.82%
5380		Telemetry Fees	\$ 1,680.00	\$ -	\$ -				40 New Sites @ \$7/mo Cellular Fee x 6 months	\$ -		#DIV/0!	#DIV/0!
5380		Metering Contract Services	\$ -	\$ -	\$ -					\$ -		#DIV/0!	#DIV/0!
Cost Per Acre			\$ 4,037.00	\$ 2,800.00	\$ 1,500.00					\$ 1,500.00		169.13%	44.18%
Percent of Total Water Availability Charge			\$0.09	\$0.06	\$0.03					\$0.03			
			43773	43789	43789					43789			

Management's Discussion & Analysis:

Budget Expense Category:

Association Fees

GL		2023-24		2022-23		2022-23		2023-24		2023-24		2023-24	
		Budget		Forecast		Budget		Justification		Budget		Forecast	
Account	Account Name												
5255	Association of California Water Agencies	\$	15,870.00	\$	15,870.00	\$	15,870.00	Per 2023 ACWA Dues Billing.		0.00%		0.00%	
5260	Central Valley Project Water Association	\$	5,467.00	\$	4,921.00	\$	4,921.00	Per 2023 CVPWA Approved Budget.		9.99%		9.99%	
5265	San Luis & Delta-Mendota Water Authority	\$	156,371.00	\$	250,560.00	\$	266,236.00	Estimate per 2023 SLDMWA approved Budget		-70.26%		-60.23%	
5267	San Joaquin Valley Drainage Authority - General/RWQM/DO	\$	11,104.00	\$	-	\$	-	Per 2023 SJVDA Approved Budget.		100.00%		100.00%	
5685	DMMCA - Legal/Audit Costs RE: SLU Drainage Settlement Case	\$	1,160.00	\$	-	\$	1,160.00	Placeholder		0.00%		100.00%	
		\$	189,972.00	\$	271,351.00	\$	288,187.00			-51.70%		-42.84%	
Cost Per Acre			\$4.34		\$6.20		\$6.58						
Percent of Total Water Availability Charge			43773		43789		43789						

Management's Discussion & Analysis:

Cost decreases this category primarily of the 2020 Budget.

Budget Expense Category:

Other

GL		2023-24	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Budget	Forecast	Budget	Budget	vs. 2022-23	Budget	vs. 2023-24
Account	Account Name	Budget	Forecast	Budget	Justification	Budget	Forecast	Budget
5100	SWRCB Fees - Admin Overhead	\$ 194,616.00	\$ 185,349.00	\$ 179,073.00	Budgeted placeholder based on current fee schedule.	8.68%	5.00%	
		\$ 194,616.00	\$ 185,349.00	\$ 179,073.00		7.99%	4.76%	
	Cost Per Acre	\$4.45	\$4.23	\$4.09				
	Percent of Total Water Availability Charge	43773	43789	43789				

Management's Discussion & Analysis:

Utilities

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Management's Discussion & Analysis:

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Budget Expense Category:

Legal & Audit Fees

GL		2023-24		2022-23		2023-24		2022-23		2023-24		2022-23		2023-24		2022-23		2023-24	
Account Account Name		Budget		Forecast		Budget		Budget		Justification		Budget		Budget		Budget		Budget	
5650	Auditing	\$	15,000.00	\$	12,279.00	\$	12,500.00	\$	12,500.00	Budgeted increase on 2022 expenditures		20.00%		22.16%					
5680	Legal - General Counsel	\$	48,000.00	\$	28,239.00	\$	60,000.00					-20.00%		69.98%					
5680	Legal - Special Counsel RMM	\$	100,000.00	\$	205,049.00	\$	71,750.00					39.37%		-51.23%					
5680	Legal - Special Counsel Foley	\$	8,000.00	\$	11,600.00	\$	2,400.00					233.33%		-31.03%					
		\$	171,000.00	\$	257,167.00	\$	146,650.00					16.60%		-33.51%					
Cost Per Acre		\$3.91		\$5.87		\$3.35													
Percent of Total Water Availability Charge		43773		43789		43789													

Management's Discussion & Analysis:

Professional Services

Management's Discussion & Analysis:

Budget Expense Category:

Vehicle, Travel, Conferences

GL		2023-24	2022-23	2023-24	2022-23	2023-24	2022-23	2023-24	2022-23	2023-24	2022-23	2023-24	2022-23
Account Account Name		Budget		Forecast		Budget		Justification		Budget		Forecast	
5900	Automobile Expenses	\$	24,110.00	\$	22,591.00	\$	16,800.00	Budget reflects gas/mileage increased costs plus planned vehicle maintenance.		43.51%		6.72%	
5920	Conference Fees	\$	4,700.00	\$	3,721.00	\$	4,700.00	Budget for scheduled conferences based on location.		0.00%		26.31%	
5940	Hotel Fees	\$	3,950.00	\$	5,938.00	\$	3,950.00	Budget for scheduled conferences based on location.		0.00%		-33.48%	
5915	T & E Meeting Meals	\$	2,650.00	\$	6,419.00	\$	2,650.00	Budget for T&E plus scheduled conference meals.		0.00%		-58.72%	
5910	Staff Meetings/Training	\$	1,000.00	\$	634.00	\$	2,001.00	Budget for Staff Meetings/Training.		-50.02%		57.73%	
5970	Travel Airfare	\$	500.00	\$	1,702.00	\$	500.00	Budget for scheduled conferences based on location.		0.00%		-70.62%	
		\$	36,910.00	\$	41,005.00	\$	30,601.00			20.62%		-9.99%	
		Cost Per Acre		\$0.84		\$0.94		\$0.70					
		Percent of Total Water Availability Charge		43773		43789		43789					

Management's Discussion & Analysis:

Budget Expense Category:

Insurance

GL		2023-24	2022-23	2023-24	2022-23	2023-24	2022-23	2023-24	2022-23	2023-24	2022-23
		Budget		Forecast		Budget		Budget		Budget	
Account Account Name		Budget		Forecast		Budget		Budget		Budget	
5270	Property Insurance	\$	2,900.00	\$	2,590.00	\$	2,113.00	Budgeted increase based on 2022 expenditures plus 3%.		37.25%	11.97%
5270	Liability Insurance	\$	23,507.00	\$	20,817.00	\$	19,303.00	Budgeted increase based on 2022 expenditures plus 3%.		21.78%	12.92%
		\$	26,407.00	\$	23,407.00	\$	21,416.00			23.31%	12.82%
Cost Per Acre		\$0.60		\$0.53		\$0.49					
Percent of Total Water Availability Charge		43773		43,789		43,789					

Management's Discussion & Analysis:

Coalition Dues

Management's Discussion & Analysis:

Budget Expense Category:

SGMA Dues

		2023-24		2022-23		2023-24		2022-23			
		Budget		Forecast		Budget		Forecast		Budget vs. Budget vs.	
		vs.				vs.				vs.	
GL Account	Account Name	Budget		Forecast		Budget		Justification		2022-23 Budget	2022-23 Forecast
	SGMA Membership Dues	\$	-	\$	24,136.00	\$	25,335.00	No dues due to fund balance carry-forward.		-100.00%	-100.00%
	SGMA Membership Coordinated Cost-Share Agreement Fund(64)	\$	11,393.00	\$	-	\$	-	Per North-Central SGMA Services Activity Agreement approved budget.			
	GSP Implementation - OCRRP	\$	327,997.00	\$	265,702.00	\$	265,702.00	SGMA Membership Coordinated Cost-Share Agreement Fund(64)		#DIV/0!	#DIV/0!
	SGMA Consulting - Woodward & Curran	\$	-	\$	-	\$	65,000.00	Curtner Land Purchase - remainder		23.45%	23.45%
		\$339,390.00		\$289,838.00		\$356,037.00				-100.00%	#DIV/0!
	Cost Per Acre	\$7.75		\$7.75		\$7.75					

Budget Expense Category:

Capital Expenditures

GL	2023-24		2022-23		2023-24		2022-23		2023-24		2022-23		2023-24		2022-23		2023-24		
	Budget	vs.	Budget	vs.	Budget	vs.	Budget	vs.	Budget	vs.	Budget	vs.	Budget	vs.	Budget	vs.	Budget	vs.	
Account		Account Name		Budget		Forecast		Budget		Justification		Budget		Forecast		Budget		Forecast	
1405	Meters			\$	10,000.00	\$	-	\$	10,000.00	Normal metering upgrades			0.00%				#DIV/0!		
1410	Office Equipment			\$	3,000.00	\$	-	\$	-	Office Chairs/Desktop scanners			#DIV/0!				#DIV/0!		
1411	Landscaping			\$	-	\$	-	\$	-	No planned additions.			#DIV/0!				#DIV/0!		
1412	Tools			\$	496.00	\$	-	\$	-	Shop tools			#DIV/0!				#DIV/0!		
1413	Building			\$	-	\$	-	\$	-	No planned additions.			#DIV/0!				#DIV/0!		
1414	Land			\$	-	\$	-	\$	-	No planned additions.			#DIV/0!				#DIV/0!		
1415	Vehicles			\$	5,226,340.00	\$	-	\$	-	OCRRP Construction			#DIV/0!				#DIV/0!		
				\$	5,239,836.00	\$	-	\$	10,000.00										
Cost Per Acre				\$	119.70	\$	0.00	\$	0.23										
				43773		43789		43789											
Percent of Total Water Availability Charge																			

Budget Expense Category:

Contingency for Asset Replacement

GL	Account Account Name	2023-24		2022-23		2022-23		2023-24		2023-24	
		Budget	Forecast	Budget	Forecast	Budget	Forecast	Budget	Forecast	Budget	Forecast
N/A	Restricted Reserve	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	0.00%	#DIV/0!
	Cost Per Acre	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -		
	Percent of Total Water Availability Charge	\$0.23	\$0.00	\$0.23	\$0.00	\$0.23	\$0.00	\$0.23	\$0.00		
		43773	43789	43789	43789	43789	43789	43789	43789		

Management's Discussion & Analysis:

The District currently uses a five-year replacement plan for its vehicles, adjusted as needed. District Staff is currently analyzing options concerning asset replacement as part of the development of a proposed reserve funding policy. At such time as this policy is finalized, the budget may be revised to reflect additional replacement reserves.

Processing Instructions for Easement Documents:

1. Landowner to execute Easement Purchase and Sale Agreement.
2. Landowner & District's to execute Temporary Pipeline Construction Easement – *Signatures must be Notarized.*
3. Landowner & District's to execute Permanent Pipeline Construction Easement – *Signatures must be Notarized.*
4. Landowner & District's to execute Consent to Easement Agreement and attach executed copy of Permanent Pipeline Easement as Exhibit A thereto. ~~Landowner shall provide Consent to Easement Agreement to Lender for signature.~~
5. Lender to execute Permanent Pipeline Easement - *Signatures must be Notarized.*
6. District's shall cause the Temporary Pipeline Construction Easement, the Permanent Pipeline Construction Easement, and the Consent to Easement Agreement to be recorded at the Stanislaus County Recorder's Office.
7. District's shall make Purchase Price Payments to Landowner.
8. District's shall ensure Landowner has a full set of copies once the recordings are numbered.

Please Note: The District's will provide complimentary Notary services upon request.

V1. H.

EASEMENT PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereafter the "Agreement") made and entered into this

_____ day of _____, 2023, by and between the DEL PUERTO WATER DISTRICT, California Water District, and CENTRAL CALIFORNIA IRRIGATION DISTRICT, a California Irrigation District (collectively, "DISTRICTS") and SALVADOR AND ARACELI SALAZAR, husband and wife (collectively, "GRANTOR"). This Agreement is made with reference to the following facts:

WHEREAS, GRANTOR is the owner of real property situated in the County of Stanislaus, State of California and further described in Document 96-0027703-00, Grant Deed filed on April 5, 1996, Stanislaus County Records, and having Assessor's Parcel Number of APN 026-019-012, located at Orestimba Road, Newman, California (hereafter the "Property"); and

WHEREAS, DISTRICTS desire to purchase and GRANTOR is willing to sell and convey to DISTRICTS for the price and under the terms and conditions specified herein portions of the Property for a Permanent Pipeline Easement (PPE) and a Temporary Construction Easement (TCE); and

WHEREAS, GRANTOR is willing to accept the purchase price for the Easements as the full consideration for the DISTRICTS' construction, operation and maintenance of a pipeline traversing the Property.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Entire Contract.

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Permanent Pipeline Easement and Temporary Construction Easement, and, subject to all of the work for the proposed public project being performed in compliance with industry standards, and compliance with the terms and conditions of the Easements, shall relieve DISTRICTS of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed public project.

2. Purchase Price.

The total purchase price for the Permanent Pipeline Easement and a Temporary Construction Easement shall be \$7,304.00. Said price is calculated and depicted in Exhibit "A".

3. Payment of Purchase Price.

The total purchase price shall be payable in cash within thirty (30) days of execution of this Purchase and Sale Agreement, the Permanent Pipeline Easement and Temporary Construction Easement.

4. Execution and Delivery of Easements and Consent to Easement.

In consideration of the payment of the purchase price set forth above, GRANTOR agrees to (1) execute and deliver to DISTRICTS the Permanent Pipeline Easement and a Temporary Construction Easement described and depicted respectively in Exhibits 'B' & 'C'.

5. Disbursements and Other Actions.

Within thirty (30) days of Execution of this Purchase and Sale Agreement, the Permanent Pipeline Easement, and Temporary Construction Easement, DISTRICTS shall promptly undertake all of the following in the manner indicated below:

A. Recording. Cause the Grant of Permanent Pipeline Easement, Grant of Temporary Construction Easement, and any other documents which the parties hereto may mutually direct to be recorded in the Office of the Recorder of the County of Stanislaus and obtain conformed copies thereof for distribution to GRANTOR and DISTRICTS.

B. Payment of Funds. DISTRICTS shall pay GRANTOR the funds equal to the total purchase price.

6. Hazardous Wastes.

GRANTOR warrants that, to the best of GRANTOR's knowledge, the property subject to this Agreement, including surface and subsurface soils, is free of hazardous materials, hazardous substances or other contaminants. Seller has not conducted any activity, or allowed others to conduct any activity, that has resulted in toxic and/or hazardous wastes or substances to be deposited on the Property.

7. Binding on Successors and Assigns.

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

8. No Leases.

GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and GRANTOR further agrees to hold DISTRICTS harmless and reimburse DISTRICTS for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month.

9. Release of All Claims.

GRANTOR hereby acknowledges and agrees that the receipt and acceptance by GRANTOR for the payment set forth in Paragraph 2 of this Agreement constitutes full and complete satisfaction of all claims, cost, expenses including relocation expenses, demands, damages, compensation for acquisition of property as described herein, severance damages, loss of business goodwill, interest, litigation expenses, and attorney fees, and all claims, whether asserted Of alleged by GRANTOR or not, for other losses or damages recognized under law which GRANTOR could assert or allege against the DISTRICTS, as a result of the DISTRICTS' acquisition of the property described herein, including but not limited to relocation expenses and/or benefits pursuant to existing Federal and/or Housing and Community Development (HCD) guidelines or any other law, regulation, or guideline. GRANTOR hereby waives and releases all rights, claims, costs, expenses, demands, damages or causes of action the GRANTOR has or may have in the future against the DEL PUERTO WATER DISTRICT and CENTRAL CALIFORNIA IRRIGATION DISTRICT as a result of or arising out of the DISTRICTS acquisition of the property described herein. In furtherance of the intentions set forth herein, GRANTOR acknowledges that it is familiar with Section 1542 of the Civil Code of the State of California, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

GRANTOR hereby waives and relinquishes any right or benefit which it has or may have under Section 1542 of the Civil Code of the State of California or any similar provision of statutory or nonstatutory law of any other applicable jurisdiction to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of this Paragraph.

10. Authority to Sign.

GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.

11. Counterparts Signature.

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one contract.

12. Specific Performance.

In the event of a breach of this Agreement by GRANTOR, DISTRICTS shall be entitled to pursue any and all remedies available to it against GRANTOR, including, without limitation, claims for all damages attributable to GRANTOR'S breach, and specific performance of this Agreement.

13. Notices.

Notices and other deliveries required pursuant to this Agreement shall be in writing and may be delivered by private messenger, mail, overnight service or facsimile. The address of the parties shall for all purposes be the following, unless otherwise changed by the party by notice to the other as provided in this paragraph:

TO GRANTOR:

By Mail:

Mr. & Mrs. Salvador Salazar
29500 Draper Road
Newman, CA 95360

TO DISTRICTS:

By Mail:

Del Puerto Water District
Attn: Anthea G. Hansen, General Manager
P.O. Box 1596
Patterson, CA 95363

Central California Irrigation District
Attn: Jarrett Martin, General Manager
P.O. Box 1231
Los Banos, CA 93635

15. Miscellaneous.

A. Amendment. This Agreement may not be modified, changed, supplemented, amended or terminated, nor any of the obligations hereunder be waived, except by written instrument signed by the parties.

B. Waivers. No waiver of any breach of any covenant of provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained, any extension of time for performance of one obligation or act shall not be deemed an extension of time for the performance of any other obligation or act.

Left Intentionally Blank

IN WITNESS WHEREOF, the Del Puerto Water District, a California Water District, and Central California Irrigation District, a California Irrigation District, have caused this Agreement to be executed by their President and attested by its Secretary, under authority of Resolution, adopted on the ____ day of February 2023, by the Board of Directors of Del Puerto Water District and the ____ day of February 2023 by the Board of Directors of the Central California Irrigation District, and the GRANTOR has caused this Agreement to be executed the day and year first written above.

DEL PUERTO WATER DISTRICT:

By: _____
William D. Koster
PRESIDENT

GRANTOR:

By: _____
Salvador Salazar

By: _____
Araceli Salazar

ATTEST:

By: _____
Anthea G. Hansen
SECRETARY

CENTRAL CALIFORNIA IRRIGATION DISTRICT:

By: _____
Eric Fontana
PRESIDENT

ATTEST:

By: _____
Marianne J. Martin
SECRETARY

EXHIBIT A

Easement Valuation Calculation Worksheet

Landowner: Salvador & Araceli Salazar

TEMPORARY CONSTRUCTION EASEMENT \$2,500.00

PERMANENT PIPELINE EASEMENT \$ 4,840.00

Fee Simple Value Per Acre: \$20,000.00

Total Easement Acres: 1.21

Estimated Total Fee Simple Value: \$24,200.00

Estimated Value Rate x 20%

Estimated Value of Pipeline Easement \$4,840.00

Note: Fee simple value per Correia-Xavier
January 4, 2022 Appraisal Report

 TOTAL VALUE OF EASEMENTS: \$ 7,340.00

EXHIBIT "B"

PERMANENT PIPELINE EASEMENT

EXHIBIT "C"

TEMPORARY PIPELINE CONSTRUCTION EASEMENT

V1.H.

Recording Requested by:

CENTRAL CALIFORNIA IRRIGATION
DISTRICT

1335 West I St., P.O. Box 1231
Los Banos, CA 93635

DEL PUERTO WATER DISTRICT

p.o. Box 1596
Patterson, CA 95363

When Recorded Mail to:

CENTRAL CALIFORNIA IRRIGATION
DISTRICT

1335 West I St., P.O. Box 1231
Los Banos, CA 93635

APN 026-019-012

GRANT OF PERMANENT PIPELINE EASEMENT

THIS INDENTURE, made this _____ day of _____, 2023, by
and between Salvador Salazar and Araceli Salazar, husband and wife (collectively, "Grantor"),
and Central California Irrigation District, a California Irrigation District, and Del Puerto Water
District (collectively, "Grantee");

W I T N E S S E T H:

1. Grantor hereby grants to Grantee, subject to the reservations, covenants and
conditions herein contained, the PERMANENT and exclusive right and easement to construct,
install, maintain, operate, repair and reconstruct (of the initial or any other size) an underground
water pipeline and all related equipment, appurtenances and fixtures and to flow and conduct
water through said pipeline and all related equipment, appurtenances and fixtures (hereinafter
referred to as the "Pipeline") in, upon, along, across, through and beneath the real property of

Grantor, in the County of Stanislaus, State of California, as more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, which real property of Grantor is hereinafter referred to as "Grantor's Property." Said right-of-way and easement being more particularly described as Exhibit "B-1" and "B-2" attached hereto.

2. Grantee shall bear the entire cost and expense of installing, constructing, reconstructing, operating and maintaining the Pipeline, which shall become and remain the property of the Grantee. Grantee shall further bear the entire cost of restoring the surface of the easement area to its original condition, less vegetation.

3. Grantee, its agents and employees, subject to the provisions hereof, shall have the privilege of ingress and egress on Grantor's Property for the purpose of installing, constructing, reconstructing, maintaining, operating and making necessary repairs to the Pipeline.

4. Grantee agrees to and shall indemnify and hold harmless Grantor, its officers, agents and employees from and against any and all claims, demands, losses, damages, causes of action, suits and liabilities of every kind (including reasonable attorneys' fees, court costs and other expenses related thereto) for injury to or death of a person or for loss of or damage to any property, arising out of or in connection with any work done, action taken or permitted by Grantee, its subcontractors, agents or employees under this indenture, except to the extent such claims, demands, losses, damages, causes of action, suits and/or liabilities are caused by the negligence of Grantor.

5. The parties intend that the promises and obligations of this indenture shall constitute covenants running with the land for the benefit of lands within the present or future jurisdiction of Grantee and shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

6. Grantor shall not cause, suffer or permit to be made any use of Grantor's property which shall interfere with the use of such easement by the Grantee. Grantor shall not cause, suffer or permit to be constructed any buildings, structures, plantings or other improvements upon the easement, except with the prior written permission of Grantee and as otherwise detailed herein. Grantee shall have the right, without notice and at Grantor's expense, to remove any encroachments, including without limitation, trees and brush upon such easement, whether constructed with or without Grantee's permission. Grantor shall, subject to the foregoing, maintain the surface of the easement in a safe condition.

7. Grantee shall restore all surface areas following the construction of the Pipelines, subject, however, to the construction and maintenance of any access to underground appurtenances or fixtures that may be required as a part of the Pipeline, to the same condition in which found, or better.

8. Grantee shall remove fencing, as necessary, adjacent to the subject easement and replace same upon completion of the installation of the Pipeline to a condition equal to, or better than, that existing prior to the installation of the Pipeline.

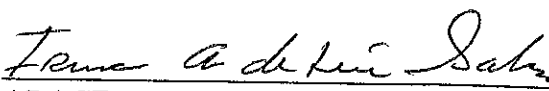
IN WITNESS WHEREOF, the parties hereto have executed this instrument the on the dates set forth below.

GRANTOR:

Dated:


SALVADOR SALAZAR

Dated:


ARACELI SALAZAR

ACCEPTANCE

This is to certify that the interest in real property conveyed by this document to CENTRAL CALIFORNIA IRRIGATION DISTRICT, a governmental agency, is hereby accepted by the undersigned on behalf of the Board of Directors of the CENTRAL CALIFORNIA IRRIGATION DISTRICT.

COMPLETED BY (Signature)

Dated:

ERIC FONTANA

This is to certify that the interest in real property conveyed by this document to DEL PUERTO WATER DISTRICT, a governmental agency, is hereby accepted by the undersigned on behalf of the Board of Directors of the DEL PUERTO WATER DISTRICT.

COMPLETED BY (Signature)

Dated:

WILLIAM KOSTER

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Stanislaus Unincorporated Area and described as follows:

The Southeast quarter of Section 16, Township 7 South, Range 8 East, mount diablo base and meridian

APN: 026-019-012-000

(End of Legal Description)

EXHIBIT "B-1"

LAND DESCRIPTION

The land referred to below is situated in the County of Stanislaus, State of California and is described as follows:

Being portion of the southeast quarter of Section 16, Township 7 South, Range 8 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the east quarter corner of said Section 16;

thence along the east line of said Section 16, South 00°46'03" West, 24.11 feet to the **Point of Beginning**;

thence continuing along said east line, South 00°46'03" West, 21.63 feet;

thence South 66°50'36" East, 37.02 feet;

thence South 89°20'36" East, 2,177.42 feet;

thence South 74°20'36" East, 3.86 feet;

thence South 89°20'36" East, 438.67 feet to the west line of the southeast quarter of said Section 16;

thence along said west line South 00°47'01" West, 20.00 feet, to a point which lies 3.28 feet from the center of Section 16;

thence North 89°20'36" West, 441.26 feet;

thence North 74°20'36" West, 3.86 feet;

thence North 89°20'36" West, 2,178.77 feet;

thence North 66°50'36" West, 32.76 feet to the **Point of Beginning**;

Containing an area of approximately 1.21 acres.

The **BASIS OF BEARINGS** of this description is the east-west mid-section line of Section 16, taken as bearing North 89°30'03" East as shown on that certain Record of Survey filed in Book 13 of Surveys, Page 28, Stanislaus County Records.

A PLAT OF THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

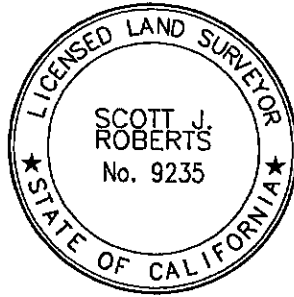
EXHIBIT "B-1"

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.



Scott J. Roberts
Professional Land Surveyor
California No. 9235



February 1, 2023
Date

EXHIBIT "B-2"

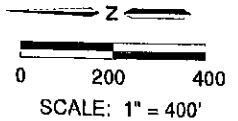
IDC REAL
ESTATE LLC

DEL PUERTO
WATER DISTRICT

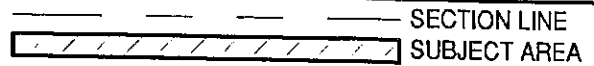
SEC 15

SEC 16

DETAIL "A"



LEGEND



MID-SECTION
LINE

SUBJECT AREA
1.21 ACRES ±

13-RS-28

N89°20'36"W 2178.77'

S89°20'36"E 2177.42'

SALVADOR AND ARACELI SALAZAR
DOC. NO. 1996-0027703



BASIS OF BEARINGS:

THE EAST-WEST MID SECTION LINE OF SECTION 16, T. 7S., R. 8E., M.D.B.&M., TAKEN AS BEARING N89°30'03"W AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 13 OF SURVEYS, AT PAGE 28, STANISLAUS COUNTY RECORDS.

KDR FARMS

NE 1/4
SEC 16

SEE SHEET 2
DETAIL "B"

SE 1/4
SEC 16

N89°20'36"W 441.26'

S89°20'36"E 438.67'

NW 1/4
SEC 16

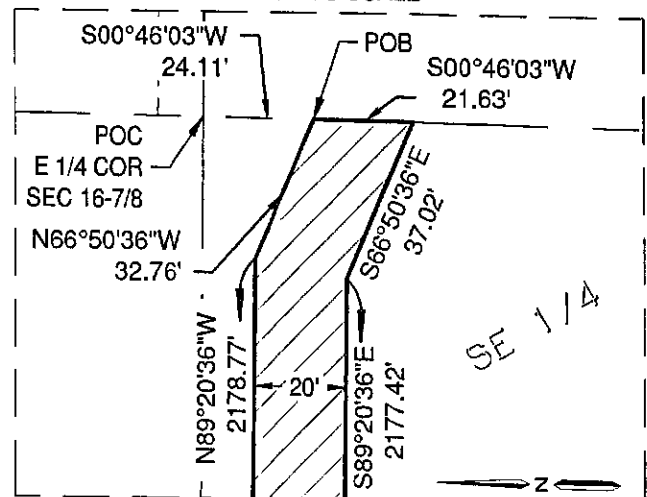
S89°30'03"E

SEE SHEET 2
DETAIL "C"

SW 1/4
SEC 16

KDR FARMS

DETAIL "A"
NOT TO SCALE



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

PLAT: SALAZAR P.E.

SCALE: 1"=400' DATE: 2023-01-20

JOB NO.: 40430

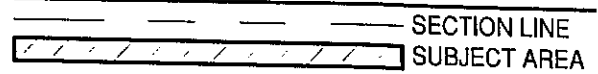
FILE: 40430-PLAT-SALAZAR-PE.DWG

1
of
2

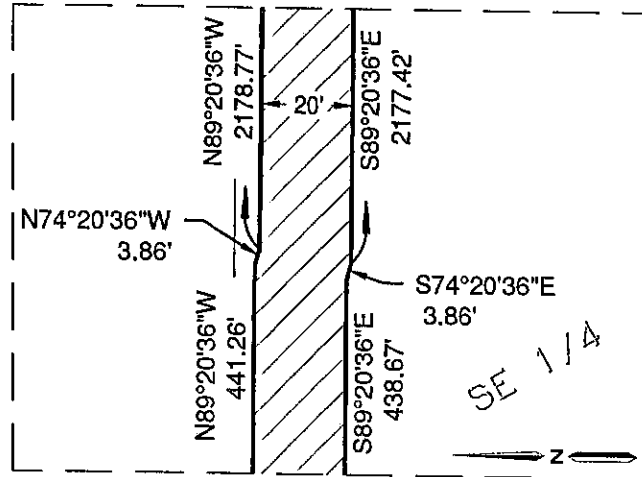
EXHIBIT "B-2"



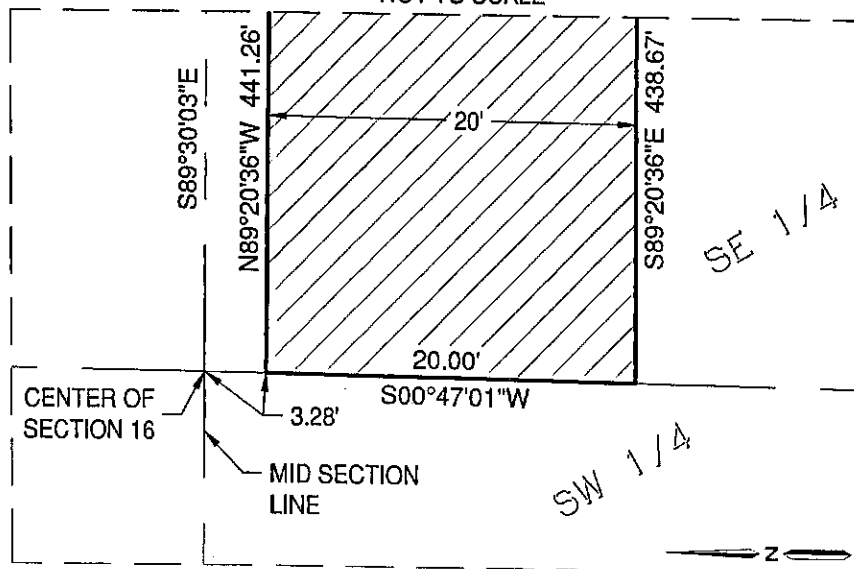
LEGEND



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

PLAT: SALAZAR P.E.

SCALE:	1"=400'	DATE:	2023-01-20
JOB NO.:	40430		
FILE:	40430-PLAT-SALAZAR-PE.DWG		

2
of
2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Stanislaus)

On 2/10/2023 before me, Sandra H. Watts, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Irma Araceli Deleon Salazar and Salvador Salazar
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sandra M. Watts
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Permanent Pipeline Easement.
Document Date: 2/10/2023 Number of Pages: 9
Signer(s) Other Than Named Above: Eric Fontana - William Kester

Capacity(ies) Claimed by Signer(s)

Signer's Name: <u>Irma Araceli Deleon Salazar</u>	Signer's Name: <u>Salvador Salazar</u>
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: <u>Self</u>	Signer Is Representing: <u>Self</u>

V. #

Recording Requested by:

CENTRAL CALIFORNIA IRRIGATION DISTRICT
1335 West I St., P.O. Box 1231
Los Banos, CA 93635

DEL PUERTO WATER DISTRICT
P.O. Box 1596
Patterson, CA 95363

When Recorded Mail to:

CENTRAL CALIFORNIA IRRIGATION
DISTRICT
1335 West I St., P.O. Box 1231
Los Banos, CA 93635

APN 026-019-012

GRANT OF TEMPORARY PIPELINE CONSTRUCTION EASEMENT

THIS INDENTURE, made this _____ day of _____, 2023, by
and between Salvador Salazar and Araceli Salazar, Husband and Wife (collectively, "Grantor")
and Central California Irrigation District, a California Irrigation District, and Del Puerto Water
District, a California Water District (collectively, "Grantee");

W I T N E S S E T H:

1. Grantor hereby grants to Grantee, subject to the reservations, covenants and
conditions herein contained, the temporary and exclusive right and easement to allow for
construction and installation of an underground pipeline and all related equipment,
appurtenances and fixtures (hereinafter referred to as "Pipeline") and to encroach, on a

temporary basis, upon, along, across, through and beneath the real property of Grantor, in the County of Stanislaus, State of California, as more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, which real property of Grantor is hereinafter referred to as "Grantor's Property." Said right-of-way and easement being more particularly described as Exhibit "B-1 and "B-2" attached hereto.

(a) This right and easement shall remain valid from the date indicated in the first paragraph until six (6) months after the date of the filing or recording of the Notice of Completion of the contract for the construction of the Pipeline, unless terminated sooner by Grantee in a writing provided to Grantor.

2. Grantee shall bear the entire cost and expense of installing, constructing, reconstructing, operating and maintaining the Pipeline, which shall become and remain the property of the Grantee. Grantee shall further bear the entire cost of restoring the surface of the easement area to its original condition, less vegetation.

3. Grantee shall indemnify and hold harmless Grantor, its officers, agents and employees from and against any and all claims, demands, losses, damages, causes of action, suits and liabilities of every kind (including reasonable attorneys' fees, court costs and other expenses related thereto) for injury to or death of a person or for loss of or damage to any property, arising out of or in connection with any work done, action taken or permitted by Grantee, its subcontractors, agents or employees under this indenture, except to the extent such claims, demands, losses, damages, causes of action, suits and/or liabilities are caused by the negligence of Grantor.

4. The parties intend that the promises and obligations of this indenture shall constitute covenants running with the land for the benefit of lands within the present or future

jurisdiction of Grantee and shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, subject to the limited term of the grant.


5. Grantor shall not cause, suffer or permit to be made any use of Grantor's property which shall interfere with the use of such easement by the Grantee. Grantor shall not cause, suffer or permit to be constructed any buildings, structures, plantings or other improvements upon the easement for the term of this temporary easement. Grantee shall have the right, without notice and at Grantor's expense, to remove any encroachments upon such easement, whether constructed with or without Grantee's permission. Grantor shall, subject to the foregoing, maintain the surface of the easement in a safe condition.

6. Grantee shall restore all surface areas following the construction of the Pipeline to the same condition in which found, or better.

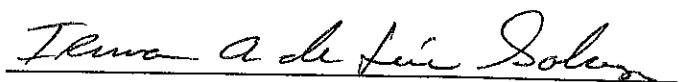
IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first herein written.

GRANTOR

Date:


SALVADOR SALAZAR

Date:


ARACELI SALAZAR

GRANTEE

CENTRAL CALIFORNIA IRRIGATION
DISTRICT, a California Irrigation District

Date:

By: _____
Its: President

DEL PUERTO WATER DISTRICT, a California
Water District

Date:

By: _____
Its: President

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Stanislaus Unincorporated Area and described as follows:

The Southeast quarter of Section 16, Township 7 South, Range 8 East, mount diablo base and meridian

APN: 026-019-012-000

(End of Legal Description)

EXHIBIT "B-1"

LAND DESCRIPTION

The land referred to below is situated in the County of Stanislaus, State of California and is described as follows:

Being portion of the southeast quarter of Section 16, Township 7 South, Range 8 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the east quarter corner of said Section 16;

thence along the east line of said Section 16, South 00°46'03" West, 24.11 feet to the **Point of Beginning**;

thence continuing along said east line, South 00°46'03" West, 21.63 feet;

thence South 66°50'36" East, 37.02 feet;

thence South 89°20'36" East, 2,177.42 feet;

thence South 74°20'36" East, 3.86 feet;

thence South 89°20'36" East, 438.67 feet to the west line of the southeast quarter of said Section 16;

thence along said west line South 00°47'01" West, 20.00 feet, to a point which lies 3.28 feet from the center of Section 16;

thence North 89°20'36" West, 441.26 feet;

thence North 74°20'36" West, 3.86 feet;

thence North 89°20'36" West, 2,178.77 feet;

thence North 66°50'36" West, 32.76 feet to the **Point of Beginning**;

Containing an area of approximately 1.21 acres.

The **BASIS OF BEARINGS** of this description is the east-west mid-section line of Section 16, taken as bearing North 89°30'03" East as shown on that certain Record of Survey filed in Book 13 of Surveys, Page 28, Stanislaus County Records.

A PLAT OF THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

EXHIBIT "B-1"

END DESCRIPTION

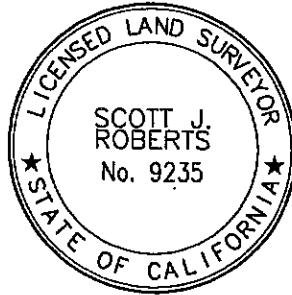
This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.



Scott J. Roberts

Professional Land Surveyor

California No. 9235



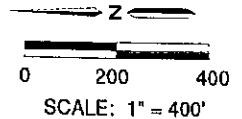
February 1, 2023

Date

EXHIBIT "B-2"

IDC REAL
ESTATE LLC

DEL PUERTO
WATER DISTRICT

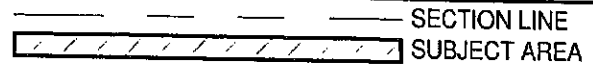


SEC 15

SEC 16

DETAIL "A"

LEGEND



MID-SECTION
LINE

SUBJECT AREA
1.21 ACRES ±

13-RS-28

N89°20'36"W 2178.77'

S89°20'36"E 2177.42'

SALVADOR AND ARACELI SALAZAR
DOC. NO. 1996-0027703



BASIS OF BEARINGS:

THE EAST-WEST MID SECTION LINE OF SECTION 16, T. 7S., R. 8E., M.D.B.&M., TAKEN AS BEARING N89°30'03"W AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 13 OF SURVEYS, AT PAGE 28, STANISLAUS COUNTY RECORDS.

KDR FARMS

NE 1/4
SEC 16

SEE SHEET 2
DETAIL "B"

SE 1/4
SEC 16

N89°20'36"W 441.26'

S89°20'36"E 438.67'

20.00'

SEE SHEET 2
DETAIL "C"

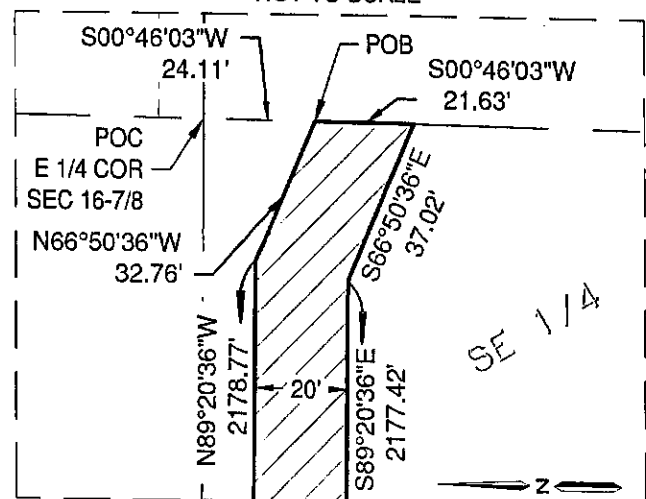
NW 1/4
SEC 16

S89°30'03"E

SW 1/4
SEC 16

KDR FARMS

DETAIL "A"
NOT TO SCALE



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

PLAT: SALAZAR P.E.

SCALE: 1"=400' DATE: 2023-01-20

JOB NO.: 40430

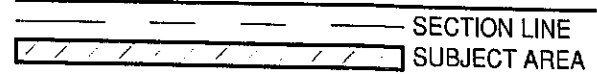
FILE: 40430-PLAT-SALAZAR-PE.DWG

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of
2

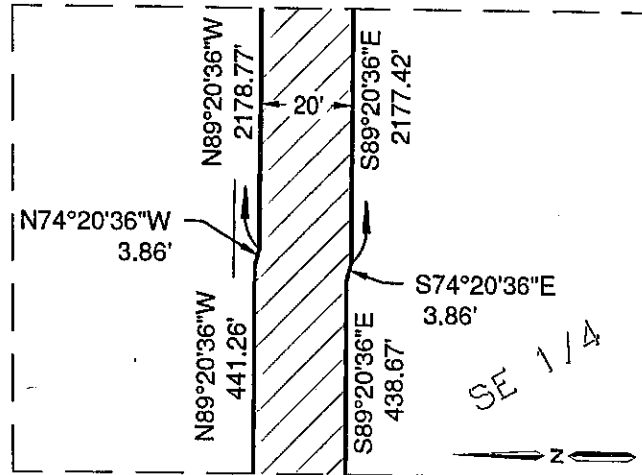
EXHIBIT "B-2"



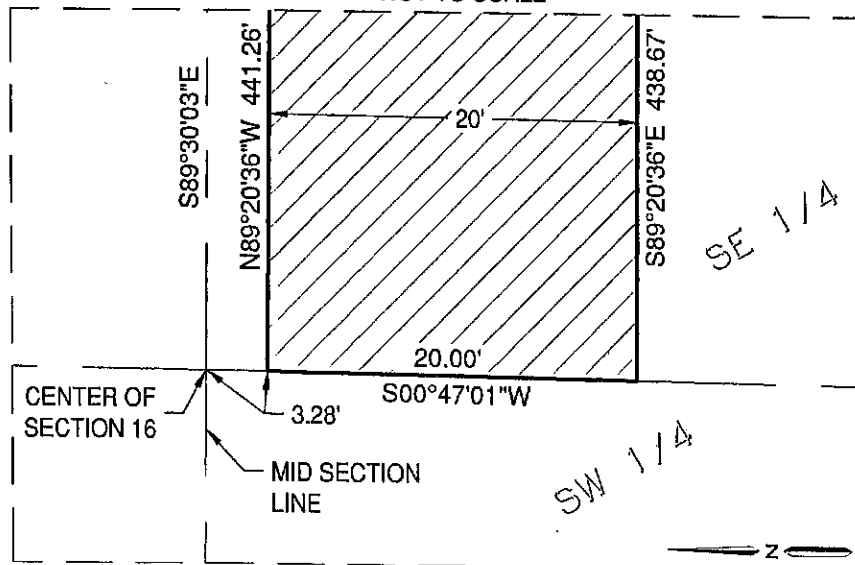
LEGEND



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

PLAT: SALAZAR P.E.

SCALE:	1"=400'	DATE:	2023-01-20
JOB NO.:	40430		
FILE:	40430-PLAT-SALAZAR-PE.DWG		

2
of
2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Stanislaus)

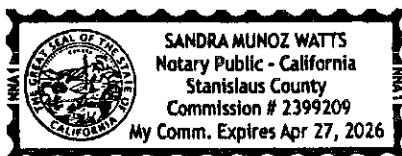
On 2/20/2023 before me, Sandra M. Watts, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Irma Araceli Deleon Salazar and Salvador Salazar
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sandra M. Watts
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Temporary Pipeline Construction Easement

Document Date: 2/20/23 Number of Pages: 9

Signer(s) Other Than Named Above: Eric Fontane and William Koster

Capacity(ies) Claimed by Signer(s)

Signer's Name: Irma Araceli Deleon Salazar Signer's Name: Salvador Salazar

<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: <u>Self</u>	Signer Is Representing: <u>Self</u>

✓ 1. H.

EXHIBIT A

Easement Valuation Calculation Worksheet

Landowner: California Transplants LLC

TEMPORARY CONSTRUCTION EASEMENT **\$2,500.00**

PERMANENT PIPELINE EASEMENT **\$ 5,080.00**

Total easement Square Feet: 55231

Square Feet per Acre / 43560

Total Easement Acres: 1.27

Fee Simple Value Per Acre: \$20,000.00

Total Easement Acres: 1.27

Estimated Total Fee Simple Value: \$25,400.00

Estimated Value Rate x 20%

Estimated Value of Pipeline Easement \$5,080.00

Note: Fee simple value per Correia-Xavier
January 4, 2022 Appraisal Report

TOTAL VALUE OF EASEMENTS: \$ 7,580.00

EXHIBIT A

Easement Valuation Calculation Worksheet

Landowner: David & Tami Frazier

TEMPORARY CONSTRUCTION EASEMENT **\$2,500.00**

PERMANENT PIPELINE EASEMENT **\$ 765.20**

Total easement Square Feet: 8333

Square Feet per Acre / 43560

Total Easement Acres: 0.19

Fee Simple Value Per Acre: \$20,000.00

Total Easement Acres: 0.19

Estimated Total Fee Simple Value: \$3,825.99

Estimated Value Rate x 20%

Estimated Value of Pipeline Easement \$765.20

Note: Fee simple value per Correia-Xavier
January 4, 2022 Appraisal Report

TOTAL VALUE OF EASEMENTS: \$ 3,265.20

EXHIBIT A

Easement Valuation Calculation Worksheet

Landowner: KDR Farms

TEMPORARY CONSTRUCTION EASEMENT **\$2,500.00**

PERMANENT PIPELINE EASEMENT **\$ 2,200.00**

Total easement Square Feet: 24031

Square Feet per Acre / 43560

Total Easement Acres: 0.55

Fee Simple Value Per Acre: \$20,000.00

Total Easement Acres: 0.55

Estimated Total Fee Simple Value: \$11,000.00

Estimated Value Rate x 20%

Estimated Value of Pipeline Easement \$2,200.00

Note: Fee simple value per Correia-Xavier
January 4, 2022 Appraisal Report

TOTAL VALUE OF EASEMENTS: \$ 4,700.00

