

**Resolution No. 21-300****A Resolution of Board of Supervisors of the County of Fresno  
Adopting Findings and Authorizing the Execution of a Long-Term Conveyance  
Contract among the Department of Water Resources of the State of California, the  
United States Department of Interior Bureau of Reclamation and the County of  
Fresno for Conveyance to the County of Central Valley Project Water**

WHEREAS, the United States of America, Department of the Interior, Bureau of Reclamation (“Bureau of Reclamation”), has constructed and is operating the Central Valley Project (“CVP”) in 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 the waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries (“Project Water”);

WHEREAS, the Department of Water Resources of the State of California (“DWR”) has constructed and is operating the State Water Resources Development System, a portion of which is commonly referred to as the State Water Project (“SWP”), pursuant to the laws of the State of California involving the development, transportation, and delivery of water supplies to public agencies throughout the State of California;

WHEREAS, on November 10, 1975, the Bureau of Reclamation, Department of Water Resources of the State of California (“DWR”), and the County of Fresno (“County”) entered into a contract providing for water service via the Cross Valley Canal to the County, Contract No. 14-06-200-8292A (the “Original Contract”);

WHEREAS, subsequent to February 29, 1996, and pursuant to subsection 3404(c)(1) of the Central Valley Project Improvement Act (“CVPIA”), the Bureau of Reclamation, DWR and the County entered into interim renewal contracts identified as Contract Nos. 14-06-200-8292A-IR1 through IR18, the current of which is referred to as the “Existing Contract”, and provides for continued water service to County from March 1, 2020 through February 28, 2022;

WHEREAS, as authorized by the Water Infrastructure Improvements for the Nation Act, (Public Law 114-322, 130 Stat. 1628) (the “WIIN Act”), the County and the Bureau of Reclamation are in the process of executing a form of repayment contract containing terms and conditions agreed upon on between the parties that are consistent with the requirements of the WIIN Act, entitled “Contract Between the United States and the County of Fresno Providing for Project Water Service and Facilities Repayment”, Contract No. 14-06-200-8292A-IR5-P (the “Repayment Contract”);

WHEREAS, under the Original Contract, the Existing Contract, and as will be authorized under the Repayment Contract, Project Water may be made available to the County in the Sacramento-San Joaquin River Delta (“Delta”) and/or from the Friant Division of the CVP (through an exchange contract) and conveyed to the County through appropriate federal, state, joint-use and/or local facilities; and

WHEREAS, DWR, the Bureau of Reclamation and the County agree on the terms and conditions of a form of long-term conveyance contract in the form attached hereto as Exhibit “A” (the “Conveyance Contract”) consistent with DWR’s desire to place its services for conveyance of Project Water

through SWP facilities into a contract separate from the Repayment Contract between the Bureau of Reclamation and the County;

WHEREAS, the Conveyance Contract provides for the continued conveyance of Project Water through SWP Facilities under an arrangement wherein the United States will furnish the necessary power for pumping such water through DWR's Harvey O. Banks Pumping Plant and Dos Amigos Pumping Plant so that DWR can provide Contractor with the conveyance of Project Water under the terms of the Conveyance Contract; and

WHEREAS, the Board of Supervisors has reviewed the Conveyance Contract and finds that entering into the Conveyance Contract is in the best interest of the County, its landowners and water users, and that the Conveyance Contract should be executed by the County;

WHEREAS, for purposes of the California Environmental Quality Act ("CEQA"), Lower Tule River Irrigation District is the lead agency for, by each agency that contracts for delivery of water through the Cross Valley Canal ("Cross Valley Contractor"), including the County: (1) the approval and execution of a contract with the United States, Department of Interior, Bureau of Reclamation ("Reclamation") that converts, pursuant to Section 4011(a)(1) of the Water Infrastructure Improvement for the Nation Act, Public Law 114-322, 130 Stat. 1628 (the "WIIN Act"), the Cross Valley Contractor's existing contract for Project Water from the CVP to a repayment contract authorizing prepayment of outstanding CVP construction costs; and (2) the approval and execution of a contract with Reclamation and DWR that renews and updates the terms of an existing contract for the conveyance of the Cross Valley Contractor's CVP water until 2035 (the "Project");

WHEREAS, Lower Tule River Irrigation District, as lead agency, at a duly noticed public meeting of its Board of Directors, by Resolution No. 2021-9-1, certified the Final EIR for the Cross Valley Contractors Conversion of Water Supply Contracts and Renewal of Conveyance Contracts (State Clearinghouse No. 2020100075) (the "Final EIR"), which Final EIR evaluates under CEQA (Public Resources Code Section 21000 et seq.) the conversion of the Existing Contract to the Repayment Contract, and the renewal of a long-term conveyance agreement by County with the Bureau of Reclamation and DWR as provided in the Conveyance Contract;

WHEREAS, pursuant to CEQA Guideline 15906, as a responsible agency, the County must consider the environmental effects as shown in the Final EIR prepared by Lower Tule River Irrigation District and reach its own conclusions on whether and how to approve the Project; and

WHEREAS, the County Board of Supervisors has independently reviewed and considered the information contained in the Final EIR, as well as Lower Tule River Irrigation District's certification of the Final EIR and approval of the Project, and Lower Tule River Irrigation District's Findings of Fact in Lower Tule River Irrigation District's Resolution No. 2021-9-1, and all oral and written evidence presented to this Board; and

WHEREAS, pursuant to CEQA and the CEQA Guidelines (14 Cal. Code Regs., Section 15000 et seq.) the County's Board of Supervisors must make and adopt written findings for each significant effect of the Project, accompanied by a brief explanation of the rationale for each finding. The Final EIR identifies no significant effects for the proposed Project, and the written findings, attached hereto as Exhibit "B", identify no significant effects for the proposed Project.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF SUPERVISORS AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The form of the Conveyance Contract attached hereto as Exhibit "A" and incorporated herein is hereby approved.
3. The Director of the County's Department of Public Works and Planning ("Director") is authorized to execute the final Conveyance Contract substantially in the form attached hereto as Exhibit "A," subject to the approval of County Counsel and the Auditor-Controller/Treasurer-Tax Collector.
4. The Director or their designee is authorized to and directed to provide three (3) signed originals of the Conveyance Contract and a certified copy of this Resolution to DWR and to the Bureau of Reclamation.
5. The Director or their designee is authorized and directed to take all such additional actions as may be necessary or appropriate to facilitate execution of the Conveyance Contract.
6. Pursuant to CEQA section 21166 and State CEQA Guidelines sections 15096(a) and 15162, the Final EIR prepared by Lower Tule River Irrigation District is adequate for use by the County as a responsible agency and is incorporated herein by this reference, and no subsequent or supplemental EIR is necessary to address any changes to the Project, changes in circumstances, or new information generated since Lower Tule River Irrigation District certified the Final EIR under CEQA.
7. Pursuant to State CEQA Guidelines section 15096 and in its limited role as a responsible agency under CEQA, the County Board has reviewed and considered the Final EIR, as well as Lower Tule River Irrigation District's certification of the Final EIR and approval of the Project, and Lower Tule River Irrigation District's CEQA Findings of Fact, and the Board incorporates those items herein by reference. As to those resources within the County's power and authority as a responsible agency under CEQA, the County Board exercises its independent judgment and finds that the Final EIR contains a complete, objective, and accurate reporting of the Project's impacts.
8. Exercising its independent judgment, the County Board concurs with the CEQA Findings of Fact approved by Lower Tule River Irrigation District and hereby adopts those CEQA Findings of Fact, attached hereto as Exhibit "B" and incorporated herein by this reference.
9. The Director or their designee are hereby authorized and directed to take all actions necessary to effectuate the intent of this Resolution, and to cause a Notice of Determination reflecting the foregoing actions to be executed and filed with the State Clearinghouse.

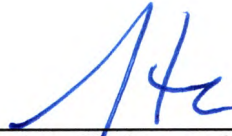
THE FOREGOING, was passed and adopted by the following vote of the Board of Supervisors of the County of Fresno this 19<sup>th</sup> day of October 2021, to-wit:

AYES: Supervisors Brandau, Magsig, Mendes, Pacheco, Quintero

NOES: None

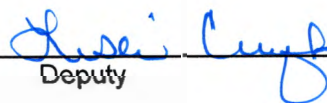
ABSENT: None

ABSTAINED: None



\_\_\_\_\_  
Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By \_\_\_\_\_  
Deputy

**Exhibit "A"**  
**Conveyance Contract**

**EXHIBIT A**

1                                    LONG-TERM CONVEYANCE CONTRACT AMONG  
2                                    THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA,  
3                                    THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF  
4                                    RECLAMATION,  
5                                    AND THE COUNTY OF FRESNO  
6

7                    THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in  
8                    pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or  
9                    supplementary thereto, including, but not limited to, the Acts of August 26, 1937 (50  
10                    Stat. 844), as amended and supplemented, August 4, 1939 (53 Stat. 1187), as  
11                    amended and supplemented, July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68),  
12                    October 12, 1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050), as amended, Title  
13                    XXXIV of the Act of October 30, 1992 (106 Stat. 4706), as amended, and the Water  
14                    Infrastructure Improvements for the Nation Act (Public Law (Pub. L) 114-322, 130 Stat.  
15                    1628), Section 4011 (a-d) and (f) (“WIIN Act”), all collectively hereinafter referred to as  
16                    Federal Reclamation law and pursuant to the California Central Valley Project Act [Part  
17                    3, Division 6 (commencing at Section 11100) of the California Water Code], the  
18                    California Water Resources Development Bond Act [Chapter 8, Part 6, Division 6  
19                    (commencing at Section 12930) of the California Water Code], and all acts of the  
20                    California legislature amendatory thereto or supplementary thereof, and California  
21                    Water Code sections 1810 through 1814, among THE DEPARTMENT OF WATER  
22                    RESOURCES OF THE STATE OF CALIFORNIA, hereinafter referred to as DWR, THE  
23                    UNITED STATES OF AMERICA, hereinafter referred to as the United States, and THE  
24                    COUNTY OF FRESNO, hereinafter referred to as the Contractor, a public agency of the  
25                    State of California, duly organized, existing, and acting pursuant to the laws thereof,  
26                    with its principal place of business in California; collectively referred to as Parties.

1 EXPLANATORY RECITALS

2 A. WHEREAS, the United States has constructed and is operating the  
3 Central Valley Project, California, (CVP) for diversion, storage, carriage, distribution and  
4 beneficial use, for flood control, irrigation, municipal, domestic, industrial, fish and  
5 wildlife mitigation, protection and restoration, generation and distribution of electric  
6 energy, salinity control, navigation and other beneficial uses, of waters of the  
7 Sacramento River, the American River, the Trinity River, and the San Joaquin River and  
8 their tributaries; and

9 B. WHEREAS, DWR has constructed and is operating the State Water  
10 Resources Development System, a portion of which is commonly referred to as the  
11 State Water Project (SWP), pursuant to the laws of the State of California involving the  
12 development, transportation, and delivery of water supplies to public agencies  
13 throughout the State of California; and

14 C. WHEREAS, the San Luis joint-use facilities are part of both the federal  
15 CVP and the California SWP and are operated pursuant to the Agreement between the  
16 United States and DWR for the Construction and Operation of the Joint-Use Facilities of  
17 the San Luis Unit, dated December 30, 1961, as supplemented by the Supplemental  
18 Agreement for the Operation of the San Luis Unit, dated January 12, 1972; and

19 D. WHEREAS, the United States constructed the CVP facilities, which will be  
20 used in part for furnishing the water which DWR will convey to the Contractor pursuant  
21 to the terms of this Contract; and

22 E. WHEREAS, CVP Water may be made available to the Contractor in the  
23 Sacramento-San Joaquin River Delta (Delta) and/or from the Friant Division of the CVP

1 and delivered to the Contractor through appropriate federal, state, joint-use and/or local  
2 facilities; and

3 F. WHEREAS, the Cross Valley Canal, connecting the California Aqueduct  
4 and the Friant-Kern Canal in Kern County, has been constructed by the Contractor and  
5 others at no cost to either the United States or DWR and is currently operated by Kern  
6 County Water Agency; and

7 G. WHEREAS, the Contractor has the right to use the Cross Valley Canal for  
8 conveyance of the CVP Water furnished hereunder; and

9 H. WHEREAS, the rights to CVP Water were acquired by the United States  
10 pursuant to California law for operation of the CVP; and

11 I. WHEREAS, the Contractor, DWR and the United States entered into  
12 Contract No. 14-06-200-LTR, as amended, which established terms for the water  
13 service from the CVP and conveyance to the Contractor of CVP Water from November  
14 12, 1975, through February 29, 1996; and

15 J. WHEREAS, the Contractor, DWR and the United States have pursuant to  
16 subsection 3404(c)(1) of the Central Valley Project Improvement Act (CVPIA),  
17 subsequently entered into interim renewal contract(s) identified as Contract No(s). 14-  
18 06-200-LTR -IR1, IR2, IR3, IR4, IR5, IR6, IR7, IR8, IR9, IR10, IR11, IR12, IR13, IR14,  
19 IR15, IR16, IR17 and IR18 the current of which is hereinafter referred to as the Existing  
20 Contract, which provides for the continued water service from the CVP and conveyance  
21 of such CVP Water to the Contractor from March 1, 2020, through February 28, 2022;  
22 and

23 K. WHEREAS, the Contractor has requested the conversion of the Existing



1 Contract, as it relates to water service from the CVP, to a Contract Between The United  
2 States And the Contractor, Providing For Project Water Service And Facilities  
3 Repayment, from the CVP, which is hereinafter referred to as Repayment Contract,  
4 pursuant to the WIIN Act, Federal Reclamation law, the terms of the Existing Contract,  
5 and the applicable laws of the State of California; and

6 L. WHEREAS, DWR desires to place its services for conveyance of CVP  
7 Water through SWP Facilities into a contract separate from the Repayment Contract  
8 between the United States and the Contractor; and

9 M. WHEREAS, the United States and Contractor shall, prior to or concurrent  
10 with the execution of this Contract, enter into a separate Repayment Contract upon  
11 completion of necessary requirements of law for execution of the Repayment Contract;  
12 and

13 N. WHEREAS, the United States and DWR have determined that the  
14 Contractor has fulfilled all of its obligations under the Existing Contract, except for any  
15 charges yet to be invoiced by DWR or charges pending payment to DWR; and

16 O. WHEREAS, the Contractor has entered into an agreement entitled  
17 "Agreement Regarding California Environmental Quality Review for Cross Valley Canal  
18 Contractors' Contracts for Renewal of Central Valley Project Water Supply and  
19 Conveyance Through State Facilities" by and among the Contractor, other Cross Valley  
20 Canal contractors similarly situated to Contractor, and DWR. Pursuant to that  
21 agreement, Lower Tule Irrigation District, as Lead Agency, prepared and certified an  
22 Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act  
23 (CEQA) on behalf of all CVC contractors to provide CEQA compliance for the execution

1 of this Contract; and

2 P. WHEREAS, DWR as a responsible agency under CEQA has reviewed  
3 and considered the information in the EIR prepared by the Lead Agency and all other  
4 appropriate environmental documentation prior to entering into this Contract; and

5 Q. WHEREAS, in conformance with the National Environmental Policy Act  
6 (NEPA), Council on Environmental Quality regulations (40 CFR 1500-1508), and  
7 Department of Interior Regulations (42 CFR Part 46), the Bureau of Reclamation  
8 prepared ().

9 R. WHEREAS, the Parties intend by this Contract to continue a cooperative  
10 relationship in order to achieve their mutual goals; and

11 S. WHEREAS, the United States and the Contractor desire to contract with  
12 DWR for conveyance of CVP Water through SWP Facilities under an arrangement  
13 wherein the United States will furnish the necessary power for pumping such water  
14 through DWR's Harvey O. Banks (Banks) Pumping Plant and Dos Amigos Pumping  
15 Plant (Dos Amigos) so that DWR can provide Contractor with the conveyance of CVP  
16 Water under the terms of this Contract; and

17 T. WHEREAS, DWR is willing to convey CVP Water through SWP Facilities  
18 subject to the needs for SWP project operations, services to SWP Contractors, the  
19 availability of transportation capacity, regulatory compliance and payment of costs as  
20 herein provided; and

21 U. WHEREAS, the Existing Contract states that DWR shall negotiate in good  
22 faith with the Contractor and the United States in a process providing for the execution  
23 of a long-term renewal contract provided that no such contract shall obligate DWR

1 beyond February 28, 2035, without further negotiations; and

2 V. WHEREAS, the United States, DWR, and the Contractor are willing to  
3 enter into this long-term conveyance contract on the terms and conditions set forth  
4 below.

## 5 AGREEMENT

6 NOW, THEREFORE, in consideration of the mutual and dependent covenants  
7 herein contained, it is hereby mutually agreed by the Parties hereto as follows:

### 8 1. DEFINITIONS

9 When used herein unless otherwise distinctly expressed, or manifestly  
10 incompatible with the intent of the Parties as expressed in this Contract, the term:

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

13 (b) "Cross Valley Canal" shall mean the water conveyance and related  
14 works in Kern County constructed by the Contractor and others, which canal is currently  
15 operated by Kern County Water Agency, to deliver water from the California Aqueduct;

16 (c) "Cross Valley Canal Operator" shall mean the entity which operates  
17 the Cross Valley Canal;

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

20 (e) "CVP Water" shall mean all water that is developed, diverted,  
21 stored, or delivered by Reclamation in accordance with the statutes authorizing the CVP  
22 and in accordance with the terms and conditions of water rights acquired pursuant to  
23 California law made available to the Contractor;

1 (f) "CVPIA" shall mean the Central Valley Project Improvement Act,  
2 Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706);

3 (g) "Minimum Operation, Maintenance, Power, & Replacement  
4 (OMP&R) Costs" shall mean those OMP&R costs incurred by DWR irrespective of the  
5 amount of water delivered for the Contractor;

6 (h) "Operation and Maintenance" or "O&M" shall mean normal and  
7 reasonable care, control, operation, repair, replacement (other than capital  
8 replacement), and maintenance of SWP facilities;

9 (i) "Operations Manual" shall mean the manual developed by DWR  
10 and Reclamation setting forth procedures, which shall be consistent with this Contract,  
11 for working level communications including scheduling and accounting for power and  
12 water deliveries;

13 (j) "Reclamation" shall mean the United States Department of the  
14 Interior, Bureau of Reclamation;

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

18 (l) "SWP" shall mean the State Water Project as authorized by  
19 California Water Code sections 11100 et seq. and California Water Code sections  
20 12930 et seq.;

21 (m) "SWP Contractor(s)" shall mean those entities with a long-term  
22 water supply contract of the type included in DWR Bulletin 141;

23 (n) "SWP Facilities" shall mean that portion of the SWP (including

1 DWR's portion of San Luis Unit joint-use facilities), necessary to convey CVP Water  
2 from the Delta to points of delivery along the California Aqueduct;

3 (o) "Transportation Minimum OMP&R Cost" and "Transportation  
4 Variable OMP&R Costs" shall mean those costs incurred by DWR for OMP&R of SWP  
5 Facilities for delivery of water for the Contractor;

6 (p) "Variable Operation, Maintenance, & Replacement (OM&R) Costs"  
7 shall mean the costs incurred by DWR for OM&R of all SWP Facilities used in  
8 conveying CVP Water for the Contractor which costs are dependent upon and vary with  
9 the amount of water delivered for the Contractor;

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

## 12 2. TERM OF CONTRACT

13 (a) This Contract shall be effective \_\_\_\_\_, 20\_\_ through February  
14 28, 2035. However, Article 9 shall remain in effect until the expiration of the applicable  
15 statute of limitations or until any claim or litigation arising from or concerning this  
16 Contract is finally resolved, whichever occurs later. In the event the Contractor wishes  
17 to renew this Contract beyond February 28, 2035, DWR, Reclamation and the  
18 Contractor may renew this Contract to convey water for additional periods on terms  
19 mutually agreeable to the Parties.

20 (b) This Contract shall terminate early if all Parties agree in writing to  
21 terminate this Contract. Additionally, DWR may terminate this Contract upon providing  
22 the Contractor and Reclamation with sixty (60) days' written notice if the Contractor fails  
23 to fully or timely pay DWR charges for providing services to the Contractor pursuant to

1 this Contract and fails to cure such failure to pay within sixty (60) days of receiving  
2 DWR's written notice. If during the term of this Contract the Repayment Contract is  
3 modified or terminated so as to materially alter a Party's performance or frustrate the  
4 Parties purposes of entering into this Contract, any Party may request the terms of this  
5 Contract to be renegotiated, in which case the Parties shall meet and seek to agree to  
6 amended terms reflecting such change in circumstances. If the Parties cannot reach an  
7 agreement, DWR shall have the right to terminate this Contract, provided that: (1) DWR  
8 shall make all reasonable efforts in good faith to reach agreement and continue  
9 performance under the Contract; and (2) DWR shall provide not less than one hundred  
10 and twenty (120) days written notice of termination to the Contractor.

11 3. NO IMPACT

12 (a) This Contract shall not be administered or interpreted in any way  
13 that would create or modify any priorities for use of SWP Facilities, cause adverse  
14 impacts to the SWP, including but not limited to any SWP Facilities, or to any SWP  
15 water allocations, SWP water deliveries or other SWP operations and services to SWP  
16 Contractors.

17 (b) The Parties acknowledge that operation of SWP Facilities is not,  
18 and shall not be, subject to federal Reclamation Law.

19 4. WATER TO BE CONVEYED FOR THE CONTRACTOR

20 (a) DWR shall provide water conveyance service through SWP  
21 Facilities for the Contractor pursuant to this Contract and assumes no responsibility for  
22 providing a water supply which is to be made available for the Contractor by  
23 Reclamation under its Repayment Contract.

1           (b) Reclamation may make CVP Water available in the Delta, through  
2 Federal Delta diversion and conveyance facilities, and/or from the Federal share of  
3 storage at San Luis Reservoir for the Contractor for conveyance by DWR. For CVP  
4 Water made available by Reclamation from Federal diversion and conveyance facilities  
5 and/or from the Federal share of storage at San Luis Reservoir for such conveyance,  
6 the point at which such water shall be made available for conveyance by DWR is O'Neill  
7 Forebay.

8           (c) Reclamation shall notify DWR of the proposed quantity, location  
9 and timing of CVP Water made available for the Contractor for conveyance by DWR  
10 pursuant to this Contract. Reclamation assumes no responsibility for such conveyance.

11           (d) When CVP Water is made available by Reclamation for the  
12 Contractor, DWR shall provide for the Contractor, subject to the availability of capacity  
13 as determined by DWR, conveyance of such CVP Water consistent with the following:

14           (1) Reclamation shall make water available for the Contractor as  
15 set forth in the Repayment Contract. Such deliveries for the Contractor shall be made  
16 at such times and rates of flow as Reclamation and DWR shall agree.

17           (2) DWR, in accordance with an approved delivery schedule,  
18 shall convey the amount of CVP Water for the Contractor; provided that such deliveries  
19 of CVP Water shall be made only in a manner which will not increase the cost of, or  
20 adversely affect, SWP operations and services to SWP Contractors. Such deliveries  
21 shall be made as follows:

22           (i) To Cross Valley Canal turnouts in Reach 12E or other  
23 turnouts from the California Aqueduct in Reaches 2A through 13B;

1 (ii) To O'Neill Forebay to be stored by Reclamation in the  
2 Federal share of storage in San Luis Reservoir for later release and conveyance by  
3 DWR for the Contractor; or

4 (iii) To other points of delivery mutually agreed to in  
5 writing by DWR, Reclamation and the Contractor;

6 (3) The total amount of CVP Water made available to DWR for  
7 the Contractor by Reclamation shall include water to compensate DWR for water  
8 conveyance losses incurred in the conveyance of CVP Water for the Contractor. The  
9 amount of such losses is 2% from the Delta through Reach 3 or 3% from the Delta  
10 through Reach 13B of the CVP Water made available unless otherwise determined by  
11 DWR. After coordination with the Parties, DWR may adjust the percentage of losses if  
12 supported by DWR's technical analysis provided to the Parties. DWR's determination  
13 will remain consistent with the then current losses policy applied to other DWR  
14 conveyance agreements. Adjustments regarding the percentage of losses will be  
15 documented in Exhibit "A".

16 (4) CVP Water received by DWR for conveyance and possible  
17 storage in the Federal share of San Luis Reservoir for delivery to the Contractor will be  
18 commingled with waters of DWR which are pumped through facilities of the California  
19 Aqueduct and with other waters of both the United States and DWR in the joint-use  
20 facilities of the San Luis Unit.

21 (5) Upon request of Reclamation, DWR will allow the  
22 encroachment of CVP water stored by Reclamation for the Contractor in the State share  
23 of San Luis Reservoir provided that such encroachment shall be only in a manner which



1 will not increase the cost of, or adversely affect, SWP operations and services to SWP  
2 Contractors.

3 (6) Subject to the necessary arrangements, Reclamation shall  
4 transmit or cause to be transmitted, by exchange or otherwise, such quantities of power  
5 as shall be required by DWR to pump through Banks and DWR's share of Dos Amigos,  
6 the quantities of CVP Water pursuant to subdivision (b) of this Article.

7 (7) DWR shall furnish Reclamation with such information as  
8 Reclamation and DWR agree is needed regarding the timing and quantities of power  
9 required by DWR to pump CVP Water. Such information shall be exchanged between  
10 Reclamation and DWR in accordance with provisions that may be set forth in an  
11 Operations Manual.

12 (8) Reclamation and DWR may, under terms and conditions  
13 satisfactory to both, and in accordance with applicable law, exchange water and/or  
14 power necessary for delivery of CVP Water for the Contractor under terms of this  
15 Contract.

16 (e) Conveyance of CVP Water by DWR shall be subject to capacity  
17 available in SWP Facilities in excess of capacity determined by DWR to be needed for  
18 SWP operations or services to any SWP Contractor. DWR is solely responsible for  
19 determining whether conveyance capacity exists for the CVP Water. Conveyance for  
20 the Contractor may be curtailed prior to or subsequent to approval of the Contractor's  
21 schedule under Article 6 of this Contract, in the event DWR determines the delivery  
22 would interfere with the delivery of water to SWP Contractors or other SWP operations  
23 such as a State Drought Water Bank necessary to meet obligations of the SWP,

1 including delivery of water to SWP storage or reregulation of stored water for delivery to  
2 SWP Contractors, or regulatory compliance.

3 (f) For purposes of determining the available capacity under this  
4 Contract, the deliveries of CVP Water for the Contractor shall not be considered a  
5 “service to SWP Contractors,” notwithstanding any arrangement the Contractor may  
6 have with a SWP Contractor.

7 (g) If DWR is precluded in whole or in part from conveying water under  
8 this Contract as a result of uncontrollable forces, DWR is relieved from the obligation to  
9 deliver the water to the extent it is reasonably unable to complete the obligation due to  
10 the uncontrollable force. Uncontrollable forces shall include, but are not limited to  
11 earthquakes, fires, tornadoes, floods and other natural or human caused disasters.

12 (h) DWR may temporarily discontinue or reduce the quantity of CVP  
13 Water to be delivered to the Contractor for the purpose of investigation, inspection,  
14 maintenance, repair or replacement of any SWP Facilities or any part thereof necessary  
15 for the delivery of CVP Water to the Contractor. To the extent reasonably practicable,  
16 DWR shall give the Contractor notice in advance of such temporary discontinuance or  
17 reduction, except in the case of emergency, in which case no notice need be given.  
18 DWR shall use its best efforts to avoid such discontinuances or reductions in such  
19 service, and upon resumption of service after such reduction or discontinuance, and if  
20 requested by the Contractor, DWR will, if capacity is available, deliver the quantity of  
21 CVP Water which otherwise would have been delivered in the absence of such  
22 discontinuance or reduction, but only to the extent such delivery can be made without  
23 adversely impacting SWP operations and deliveries to SWP Contractors. For CVP

1 Water not delivered after a discontinuance or reduction, the Contractor shall be  
2 responsible for all costs as set forth in Article 10 of this Contract.

3 (i) Subject to the limitations provided herein, DWR shall make all  
4 reasonable efforts consistent with sound fiscal policies, and proper operating  
5 procedures to maintain necessary facilities and to deliver CVP Water to the Contractor  
6 in accordance with the provisions of this Contract in such a manner and at such times  
7 as such CVP Water is scheduled by the Contractor.

8 5. OPERATIONS MANUAL

9 DWR and Reclamation may develop an Operations Manual for use by DWR and  
10 Reclamation. DWR and Reclamation may update the Operations Manual from time to  
11 time without amendment of this Contract.

12 6. SCHEDULING CONVEYANCE OF WATER

13 (a) On or before each March 1, and at such other times as necessary,  
14 the Contractor shall submit to DWR and Reclamation a written schedule in a form  
15 satisfactory to DWR and Reclamation. The written schedule, at a minimum, shall show  
16 by month the quantities and expected point(s) of delivery of CVP Water to be conveyed  
17 by DWR for the Contractor pursuant to this Contract for the Year.

18 (b) If the delivery of the water would involve use of the Cross Valley  
19 Canal, the Contractor's requested schedule and any modifications thereto shall indicate  
20 concurrence from the Cross Valley Canal Operator.

21 (c) If DWR is unable to convey CVP Water in the quantities and times  
22 requested in the schedule, the Contractor may elect to receive such CVP Water at other  
23 times during such Year as DWR determines, in consultation with the Contractor, that the

1 water can be delivered without interference with SWP operations or services to SWP  
2 Contractors.

3 (d) Pumping of CVP Water for the Contractor at Banks and Dos  
4 Amigos shall be identified separately from other federal pumping at these plants.

5 (e) Pumping of CVP Water for the Contractor at Banks and Dos  
6 Amigos will normally be done during on-peak hours unless DWR determines that off-  
7 peak capacity is available that is not needed for SWP operations or services to SWP  
8 Contractors.

9 7. POINT OF DELIVERY AND EXCHANGES

10 (a) CVP Water scheduled and conveyed pursuant to this Contract shall  
11 be delivered for the Contractor at a point or points of delivery in Reaches 2A through  
12 13B or other points of delivery mutually agreed to in writing by Reclamation, DWR, and  
13 the Contractor.

14 (b) The Parties acknowledge that CVP Water shall be conveyed by  
15 DWR and delivered for the Contractor by direct delivery via the Cross Valley Canal  
16 and/or by exchange arrangements involving Arvin-Edison Water Storage District or  
17 others.

18 (c) DWR shall have no obligation to make exchange arrangements or  
19 be responsible for water transported in facilities that are not a part of the SWP.

20 8. MEASUREMENT OF WATER DELIVERED

21 DWR shall measure all water delivered for the Contractor from the California  
22 Aqueduct and shall keep and maintain accurate and complete records thereof.

23 9. RESPONSIBILITY FOR DELIVERY AND DISTRIBUTION OF WATER

1           (a)     Neither DWR nor any of its officers, agents, or employees shall be  
2 liable for the control, carriage, handling, use, disposal, or distribution of water delivered  
3 for the Contractor after such water has passed the delivery points established in Article  
4 7, nor for claim of damage of any nature whatsoever, including but not limited to  
5 property damage, personal injury or death, arising out of or connected with the control,  
6 carriage, handling, use, disposal or distribution of such water beyond said delivery  
7 structures; and the Contractor shall indemnify and hold harmless DWR and its officers,  
8 agents, and employees from any such damages or claims of damages, except for any  
9 damage or claim arising out of the sole negligence or willful misconduct of DWR, its  
10 officers, agents, employees, or assigns.

11           (b)     Neither the Contractor nor any of its officers, agents, or employees  
12 shall be liable for the control, carriage, handling, use, disposal, or distribution of water  
13 being delivered by DWR before such water has passed the delivery points established  
14 in accordance with Article 7; nor for claim of damage of any nature whatsoever,  
15 including but not limited to property damage, personal injury or death, arising out of or  
16 connected with the control, carriage, handling, use, disposal, or distribution of such  
17 water before it has passed said delivery points;

18           (c)     The United States shall not be responsible for the conveyance of  
19 CVP Water under this Contract, or the control, carriage, handling, use, disposal, or  
20 distribution of CVP Water made available for the Contractor beyond the Delta or, if  
21 stored in San Luis Reservoir, beyond O'Neill Forebay. The Contractor shall indemnify  
22 Reclamation, its officers, employees, agents, and assigns on account of damage or  
23 claim of damage of any nature whatsoever for which there is legal responsibility

1 pursuant to this Contract.

2 10. RATES AND METHOD OF PAYMENT FOR CONVEYANCE AND OTHER  
3 SERVICES BY DWR

4 (a) The Contractor shall reimburse DWR for all reasonable costs  
5 incurred by DWR for Contract preparation to be finally determined after coordination  
6 with the Contractor and for providing services to the Contractor pursuant to this Contract  
7 regardless of whether DWR delivers any water to the Contractor. Expiration or  
8 termination of this Contract shall not affect the obligation of the Contractor to pay all  
9 amounts owing to DWR pursuant to this Contract.

10 (b) To the extent CVP Water is conveyed through SWP Facilities,  
11 payment of the costs of conveyance of water through the SWP Facilities shall be made  
12 by the Contractor directly to DWR. The charges and interest rates applicable upon  
13 execution of this Contract are set forth in Exhibit "A."

14 (c) Each Calendar Year DWR shall revise Exhibit "A" and determine  
15 the charge per acre-foot for conveyance of water through SWP Facilities pursuant to  
16 this Contract as follows:

17 (1) When DWR provides conveyance directly from the Delta, the  
18 unit conveyance charge shall equal the sum of the following, as determined by DWR:

19 (i) The equivalent unit transportation capital and  
20 Minimum OMP&R Costs for Reaches 1 through applicable reaches, excluding Reach  
21 3A, of the California Aqueduct;

22 (ii) The portion of the Delta Water Rate for Reaches 1,  
23 2A, 2B and 3 of the California Aqueduct;

1 (iii) The replacement component of the transportation  
2 Variable OM&R Costs for Banks and DWR's share of Dos Amigos;

3 (iv) A charge to offset direct fish losses associated with  
4 pumping at Banks, pursuant to the December 30, 1986, agreement between the  
5 California Department of Fish and Wildlife and DWR;

6 (v) Water System Revenue Bond Surcharge;

7 (vi) Any components or other categories of charges  
8 pursuant to this Contract not known at the execution of this Contract, including, but not  
9 limited to, those that are identified in the annual Appendix B of DWR Bulletin 132; and

10 (vii) The incremental costs, if any, caused by the  
11 conveyance and delivery of CVP Water to the Contractor pursuant to this Contract  
12 which, unless included in the charges to the Contractor, would result in increased  
13 charges to the SWP Contractors or increased costs to DWR.

14 (2) When DWR provides conveyance directly from the federal  
15 share of storage at San Luis Reservoir, the unit conveyance charge shall equal the sum  
16 of the following, as determined by DWR:

17 (i) The equivalent unit transportation capital and  
18 Minimum OMP&R Costs for Reaches 3 through applicable reaches, excluding Reach  
19 3A, of the California Aqueduct;

20 (ii) The portion of the Delta Water Rate for Reach 3 of  
21 the California Aqueduct;

22 (iii) The replacement component of the transportation  
23 Variable OM&R Costs for DWR's share of Dos Amigos;

1 (iv) Water System Revenue Bond Surcharge;

2 (v) Any components or other categories of charges  
3 pursuant to this Contract not known at the execution of this Contract, including, but not  
4 limited to, those that are identified in the annual Appendix B of DWR Bulletin 132; and

5 (vi) The incremental costs, if any, caused by the  
6 conveyance and delivery of CVP Water to the Contractor pursuant to this Contract  
7 which, unless included in the charges to the Contractor, would result in increased  
8 charges to the SWP Contractors or increased costs to DWR.

9 (d) DWR shall invoice the Contractor regularly for all conveyance  
10 charges owing for the indicated period. Payment by the Contractor to DWR shall be  
11 due thirty (30) days after the date of the invoice. Any payment not received within thirty  
12 (30) days after the date of the invoice shall be considered delinquent. Delinquent  
13 charges shall be calculated in accordance with this Contract; provided, that no interest  
14 shall be charged to or be paid by the Contractor unless such delinquency continues for  
15 more than thirty (30) days in total.

16 (e) Prior to December 31 of each Calendar Year, DWR shall notify the  
17 Contractor in writing of the charges to be in effect during the following Calendar Year,  
18 and such notification shall revise Exhibit "A" of this Contract. At the same time DWR  
19 shall provide to the Contractor a copy of or access to the then most recent version of  
20 Appendix B of DWR Bulletin 132, which is the basis for calculating the charges to the  
21 Contractor to be in effect during that Calendar Year.

22 (f) If the Contractor is unable, fails, or refuses to accept delivery of  
23 CVP Water conveyed by DWR in accordance with this Contract, such inability, failure,



1 or refusal shall not relieve the Contractor of its obligations to pay DWR all associated  
2 costs.

3 (g) The Contractor shall pay DWR a monthly administrative charge  
4 specified in Exhibit "A" for each month in which DWR conveys CVP Water to the  
5 Contractor and for each month in which DWR invoices the Contractor for delinquent  
6 charges.

7 (h) Pursuant to the "Contract Between United States Department of  
8 Energy Western Area Power Administration and State of California Department of  
9 Water Resources for California Independent System Operator Scheduling Coordinator  
10 Services for Joint-Use Facilities of the San Luis Unit and Certain DWR Pumping  
11 Facilities" (Contract # 12-SNR-01605), dated June 27, 2012, Western Area Power  
12 Administration (Western) agreed to pay DWR for Scheduling Coordinator (SC)  
13 California Independent System Operator (CAISO) charges and charges for SC-related  
14 services incurred by DWR, and attributable to DWR acting as SC for the federal share  
15 of the Joint-Use Facilities and for certain DWR owned or operated pumping facilities to  
16 the extent they are used to pump federal water by mutual agreement between DWR  
17 and Reclamation. The Parties to this Contract agree that Contract # 12-SNR-01605, as  
18 now existing and as amended from time to time, applies to the conveyance of CVP  
19 Water under this Contract. If Western fails to pay DWR for charges incurred during the  
20 term of Contract #12-SNR-01605, DWR reserves the right to temporarily suspend  
21 conveyance under this Contract after providing Reclamation and the Contractor with  
22 thirty (30) days' written notice.

23 (1) Prior to the expiration of Contract # 12-SNR-01605,

1 Reclamation and DWR will meet and confer with Western to discuss potential renewal.  
2 If Contract #12-SNR-01605 is renewed or a new contract is entered into to pay for the  
3 SC CAISO charges and charges for SC-related services, such contract will be the basis  
4 for paying these charges under this Contract.

5 (2) If Reclamation, DWR, and Western are unable to reach any  
6 such agreement on the payment of SC CAISO charges and charges for SC-related  
7 services, DWR reserves the right to suspend conveyance under this Contract after  
8 providing Reclamation and the Contractor with thirty (30) days' written notice. In the  
9 alternative, the Contractor and DWR may reach agreement on the Contractor's payment  
10 obligations for the SC CAISO charges and charges for SC-related services associated  
11 with the conveyance of CVP Water pursuant to this Contract, in order to avoid  
12 interruption of conveyance.

13 (i) The amount of any overpayment by the Contractor shall be applied  
14 first to any balance due by the Contractor to DWR. Any amount of overpayment  
15 remaining shall, at the option of the Contractor, be refunded to the Contractor or  
16 credited upon amounts to become due to DWR from Contractor in the following months.  
17 With respect to overpayment, such adjustment shall constitute the sole remedy of the  
18 Contractor.

19 (j) In the event that the Contractor contests the accuracy of any  
20 invoice submitted to it by DWR pursuant to this Contract it shall give DWR notice  
21 thereof at least ten (10) days prior to the day upon which payment of the stated amount  
22 is due. To the extent that DWR finds that the Contractor's claims regarding the invoice  
23 are correct, DWR shall revise the invoice accordingly, and the Contractor shall make

1 payment of the revised amounts on or before the due date. To the extent that DWR  
2 does not find the Contractor's claims correct, or where time is not available for review of  
3 such claims for correctness prior to due date, the Contractor shall make payment of the  
4 stated amounts on or before the due date, but may make the contested part of such  
5 payment under protest and seek to recover the amount from DWR.

6 (k) If in any Calendar Year, by reason of errors in computation or other  
7 causes, there is an overpayment or underpayment to DWR by the Contractor of its  
8 charges, the amount of such overpayment or underpayment shall be credited or  
9 debited, as the case may be, to the Contractor's account for the next succeeding  
10 Calendar Year and DWR shall notify the Contractor in writing.

#### 11 11. ASSIGNMENT OF CONTRACT

12 Without the prior written consent of DWR, Reclamation, and the Contractor, this  
13 Contract is not assignable in whole or in part.

#### 14 12. MODIFICATION OF CONTRACT

15 No modification of the terms of this Contract shall be valid unless made in writing  
16 and signed by the Parties to this Contract.

#### 17 13. PARAGRAPH HEADINGS

18 The paragraph headings of this Contract are for the convenience of the Parties  
19 and shall not be considered to limit, expand, or define the contents of the respective  
20 paragraphs.

#### 21 14. OPINIONS AND DETERMINATIONS

22 Where the terms of this Contract provide for actions to be based upon the  
23 opinion or determination of any party to this Contract, said terms shall not be construed

1 as permitting such action to be predicated upon arbitrary, capricious, or unreasonable  
2 opinions or determinations. As provided in Article 15, the Parties expressly reserve the  
3 right to seek relief from and appropriate adjustment for any such arbitrary, capricious or  
4 unreasonable opinion or determination. Each opinion or determination by any party to  
5 this Contract shall be provided in a timely manner.

#### 6 15. DISPUTE RESOLUTION

7 In the event of a dispute regarding interpretation or implementation of this  
8 Contract, a party shall provide written notice of the dispute to the other Parties. The  
9 Parties shall endeavor to resolve the dispute by meeting within thirty (30) days of the  
10 written notice, or at a later date by mutual written agreement by the Parties. The  
11 representative for each party to this meeting shall be an individual authorized by that  
12 party to resolve the Contract interpretation or implementation issues. If the dispute is  
13 unresolved following the meeting, the authorized signatory of the Contractor or its  
14 designee, the Director of DWR and the Regional Director of Reclamation or their  
15 designees shall meet within thirty (30) days (Directors' meeting), or at a later date by  
16 mutual written agreement of the Parties, after the initial meeting to resolve the dispute.  
17 If the dispute still remains unresolved, the Parties may use the services of a mutually  
18 acceptable consultant in an effort to resolve the dispute. The Parties shall share the  
19 fees and expenses of the consultant equally; provided, however, that the Contractor  
20 shall subsequently reimburse DWR's consultant-related costs pursuant to Article 10 of  
21 this Contract. If a consultant cannot be agreed upon within ninety (90) days after the  
22 Directors' meeting, or if the consultant's recommendations are not acceptable to the  
23 Parties, and unless the Parties otherwise agree, the matter may be resolved by

1 litigation, and any party may at its option pursue any available legal remedy, including  
2 but not limited to, injunctive and other equitable relief; provided that the process set  
3 forth in this Article 15 shall not be required where a delay in commencing an action  
4 would prejudice the interests of the party that intends to file suit. Except as specifically  
5 provided, nothing herein is intended to waive or abridge any right or remedy that any  
6 party may have.

7 16. NOTICES

8 Any notice, demand or request authorized by this Contract shall be in writing and  
9 either hand-delivered or sent by United States first class mail, postage prepaid, or by  
10 facsimile or electronic mail followed by written notice sent by U.S. mail. Unless and until  
11 formally notified otherwise, notices shall be sent to the following addresses:

12 Manager, Project Water Management  
13 Department of Water Resources  
14 P.O. Box 942836  
15 Sacramento, CA 94236-0001

16  
17 THE COUNTY OF FRESNO  
18 2220 TULARE STREET, 6<sup>TH</sup> FLOOR  
19 FRESNO, CA 93721

20  
21 Regional Director, Interior Region 10: California-Great Basin  
22 U.S. Department of the Interior Bureau of Reclamation

23 Address

24 City, State, & ZIP Code

1           17.    SIGNATURE CLAUSE

2            The signatories represent that they have been appropriately authorized to enter  
3 into this Contract on behalf of the party for whom they sign. A copy of the resolution  
4 authorizing the Contractor to enter into this Contract shall be delivered to DWR before  
5 implementation of this Contract.



**Exhibit "A"**  
**Conveyance Charges**



## EXHIBIT "A"

This Exhibit "B" is part of the Interim Renewal Contract between the United States, the Department of Water Resources of the State of California, and the Contractor, providing for Project Water Service, hereinafter referred to as the Contract. Exhibit "B" sets forth the Contractor's payment obligations to DWR during Calendar Year 2021 associated with Article 8 of the Contract.

### CONVEYANCE CHARGES

1. (a) Conveyance charges pursuant to subdivisions (a), (b), and (c) of Article 8 of the Contract for conveying Project Water through State Facilities for the Contractor are listed in Tables 1 and 2 as follows:
  - (1) Table 1 lists the cumulative conveyance charges, by reach of the California Aqueduct, when DWR conveys the Project Water directly from the Delta or from federal storage in the San Luis Reservoir. The cumulative charge for such conveyance for water delivery to Reach 12E is \$70.60 per acre-foot.
  - (2) Table 2 lists the cumulative conveyance charges, by reach of the California Aqueduct, when DWR conveys the Project Water from DWR storage in San Luis Reservoir. The cumulative charge for such conveyance for water delivery to Reach 12E is \$130.52 per acre-foot plus the net unit energy charge to pump and release the Project Water at San Luis Reservoir. DWR will provide the net unit energy charge to the Contractor as follows:
    - (i) On or before April 10, 2021, DWR will mail to the Contractor a revised copy of Table 2 reflecting an estimate of the net unit energy charge for Calendar Year 2021;

- (ii) After December 31, 2021, but no later than April 10, 2022, DWR will mail to the Contractor a final revision of Table 2 reflecting the actual net unit energy charge for Calendar Year 2021.
- (b) Monthly DWR invoices for Project Water conveyed by DWR, sent to the Contractor in accordance with Article 8(a) of the Contract, will be based on Table 1 and/or the revised Table 2 mailed to the Contractor pursuant to Paragraph 1(2)(i) of this Exhibit "B", as applicable.
- (c) After December 31, 2021, but no later than May 1, 2022, DWR will mail to the Contractor an invoice adjusting for the overpayment or underpayment associated with the energy charge for Project Water conveyed by DWR during Calendar Year 2021. That invoice shall be based on the final revision of Table 2 mailed to the Contractor pursuant to Paragraph 1(2)(ii) of this Exhibit "B."

#### **ADMINISTRATIVE CHARGES**

- 2. Administrative charges in accordance with subdivisions (a), (b), and (f) of Article 8 of the contract are \$250.

#### **CHARGES FOR DELINQUENT PAYMENTS**

- 3. The interest rate applicable to delinquent payments pursuant to subdivisions (a) and (b) of Article 8 of the Contract is a simple interest of one percent per month applied to the unpaid balance. That rate will be prorated for each day the payment is delinquent.

**TABLE 1  
CONVEYANCE CHARGES TO CROSS VALLEY CANAL CONTRACTORS FOR PROJECT WATER  
CONVEYED TO REACH 12E DIRECTLY FROM THE DELTA OR FROM  
UNITED STATES STORAGE IN SAN LUIS RESERVOIR  
FOR CALENDAR YEAR 2021  
(\$/ACRE-FOOT)**

AQUE-DUCT REACH	TRANSPORTATION			CONSERVATION REACHES 1 THROUGH 3			MISCELLANEOUS			TOTAL	
	CAPITAL COST COM-PONENT [1]	REVENUE BOND SUR-CHARGE AT 29.801% [2]	MINIMUM OMP&R COST COM-PONENT [3]	CAPITAL COST COM-PONENT [5]	REVENUE BOND SUR-CHARGE AT 29.801% [6]	MINIMUM OMP&R COST COM-PONENT [7]	VARIABLE OM&R COST COM-PONENT [9]	DIRECT FISH LOSS [10]	REACH TOTAL [4]+[8]+[9]+[10]	CUMULA-TIVE TOTAL [12]	
1	2.29	0.68	4.05	7.02	2.62	16.23	0.25	1.00	35.92	35.92	
2A	1.46	0.44	0.80	2.70	1.45	1.90	0.00	0.00	10.92	46.84	
2B	0.75	0.22	0.40	1.37	0.75	1.40	0.00	0.00	6.04	52.88	
3	0.65	0.19	0.30	1.14	0.51	0.75	0.00	0.00	4.10	56.98	
4	1.04	0.31	2.01	3.36	0.00	0.00	0.30	0.00	3.66	60.64	
5	0.79	0.24	0.40	1.43	0.00	0.00	0.00	0.00	1.43	62.07	
6	0.20	0.06	0.20	0.46	0.00	0.00	0.00	0.00	0.46	62.53	
7	1.19	0.35	0.48	2.02	0.00	0.00	0.00	0.00	2.02	64.55	
8C	0.02	0.01	0.09	0.12	0.00	0.00	0.00	0.00	0.12	64.67	
8D	0.46	0.14	0.39	0.99	0.00	0.00	0.00	0.00	0.99	65.66	
9	0.39	0.12	0.36	0.87	0.00	0.00	0.00	0.00	0.87	66.53	
10A	0.41	0.12	0.47	1.00	0.00	0.00	0.00	0.00	1.00	67.53	
11B	0.60	0.18	0.30	1.08	0.00	0.00	0.00	0.00	1.08	68.61	
12D	0.57	0.17	0.27	1.01	0.00	0.00	0.00	0.00	1.01	69.62	
12E	0.40	0.12	0.46	0.98	0.00	0.00	0.00	0.00	0.98	70.60	
<b>TOTAL</b>	<b>11.22</b>	<b>3.35</b>	<b>10.98</b>	<b>25.55</b>	<b>5.33</b>	<b>20.28</b>	<b>0.55</b>	<b>1.00</b>	<b>70.60</b>		

**TABLE 2  
CONVEYANCE CHARGES TO CROSS VALLEY CANAL CONTRACTORS FOR PROJECT WATER  
CONVEYED TO REACH 12E FROM DEPARTMENT OF WATER RESOURCES  
STORAGE IN SAN LUIS RESERVOIR  
FOR CALENDAR YEAR 2021  
(\$/ACRE-FOOT)**

AQUE-DUCT REACH	TRANSPORTATION			CONSERVATION REACHES 1 THROUGH 3			MISCELLANEOUS			SAN LUIS RESERVOIR					TOTAL <sup>a</sup>		
	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12]	[13]	[14]	[15]	[16]	[17]
	CAPITAL COST COM-PONENT	REVENUE BOND SUR-CHARGE AT 29.801% PONENT	MINIMUM OMP&R COST COM-PONENT	SUB-TOTAL [1]+[2]+[3]	CAPITAL COST COM-PONENT	REVENUE BOND SUR-CHARGE AT 29.801% PONENT	MINIMUM OMP&R COST COM-PONENT	SUB-TOTAL [5]+[6]+[7]	VARIABLE OMP&R COST COM-PONENT	DIRECT FISH LOSS	CAPITAL COST COM-PONENT	REVENUE BOND SUR-CHARGE AT 29.801% PONENT	MINIMUM OMP&R COST COM-PONENT	NET ENERGY CHARGE	SUB-TOTAL [11]+[12]+[13]+[14]	REACH TOTAL [4]+[8]+[9]+[10]+[15]	CUMULA-TIVE TOTAL
1	2.29	0.68	4.05	7.02	8.80	2.62	16.23	27.65	0.25	1.00	0.00	0.00	0.00	0.00	0.00	35.92	35.92
2A	1.46	0.44	0.80	2.70	4.87	1.45	1.90	8.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.92	46.84
2B	0.75	0.22	0.40	1.37	2.52	0.75	1.40	4.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.04	52.88
3	0.65	0.19	0.30	1.14	1.70	0.51	0.75	2.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.10	56.98
3A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27.62	8.23	24.07	<sup>b</sup> 59.92 <sup>c</sup>	59.92	116.90	
4	1.04	0.31	2.01	3.36	0.00	0.00	0.00	0.00	0.30	0.00	0.00	0.00	0.00	0.00	0.00	3.66	120.56
5	0.79	0.24	0.40	1.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.43	121.99
6	0.20	0.06	0.20	0.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.46	122.45
7	1.19	0.35	0.48	2.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.02	124.47
8C	0.02	0.01	0.09	0.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.12	124.59
8D	0.46	0.14	0.39	0.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.99	125.58
9	0.39	0.12	0.36	0.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.87	126.45
10A	0.41	0.12	0.47	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	127.45
11B	0.60	0.18	0.30	1.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.08	128.53
12D	0.57	0.17	0.27	1.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.01	129.54
12E	0.40	0.12	0.46	0.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.98	130.52
<b>TOTAL</b>	<b>11.22</b>	<b>3.35</b>	<b>10.98</b>	<b>25.55</b>	<b>17.89</b>	<b>5.33</b>	<b>20.28</b>	<b>43.50</b>	<b>0.55</b>	<b>1.00</b>	<b>27.62</b>	<b>8.23</b>	<b>24.07</b>	<b>0.00</b>	<b>0.00</b>	<b>130.52</b>	

a) Cumulative values for Reaches 3A through 12E do not include the net energy charge at San Luis Reservoir (Reach 3A). See Footnote b.  
 b) To be determined.  
 c) Does not include the net energy charge at San Luis Reservoir.

**Exhibit "B"**  
**CEQA Findings of Fact**

## **Exhibit B**

### **CEQA Findings of Fact**

#### **Cross Valley Contractors Conversion of Water Supply Contracts and Renewal of Conveyance Contracts**

*State Clearinghouse No. 2020100075*

#### **I. Introduction**

Lower Tule River Irrigation District (the “District”) is the lead agency for, by each Cross Valley Contractor: (1) the approval and execution of a contract with the United States, Department of Interior, Bureau of Reclamation (“Reclamation”) that converts, pursuant to Section 4011(a)(1) of the Water Infrastructure Improvement for the Nation Act, Public Law 114-322, 130 Stat. 1628 (the “WIIN Act”), the CV Contractor's existing contract for Project Water from the Central Valley Project (“CVP”) to a repayment contract authorizing prepayment of outstanding CVP construction costs; and (2) the approval and execution of a contract with Reclamation and the State of California, Department of Water Resources (“DWR”) that renews and updates the terms of an existing contract for the conveyance of the CV Contractor's CVP water until 2035 (the “Project”).

All other agencies with jurisdiction over aspects of a project are considered to be responsible agencies for purposes of CEQA.

The Project will allow the CV Contractors to continue receiving CVP Project Water in the manner consistent with current and historical practices.

CV Contractors have three-party contracts with Reclamation and DWR to receive water from the CVP. Under the current three-party water service contracts, Reclamation delivers CVP Project Water to the Sacramento/San Joaquin Delta (“Delta”), where it is pumped from the Delta and conveyed south. Because of capacity limitations in CVP facilities in the Delta and conveyance limitations, the water has historically been pumped and conveyed from the Delta by DWR in State Water Project (“SWP”) facilities.

The Cross-Valley Canal (“CVC”) is a water conveyance facility in the southern San Joaquin Valley that extends from the California Aqueduct near Tupman, east to the Kern River. It can convey water in either direction depending on the operation of the canal. The CVC is used to convey irrigation water to the seven CV Contractors, which are located along the east side of the San Joaquin Valley within Fresno, Kings, Tulare, and Kern counties.

Each of the seven CV Contractors is a CVP water contractor. That is, each CV Contractor is currently a party to its own separate three party contract with both Reclamation and DWR to receive CVP Project Water and then convey this water. Under the current three-party contracts, Reclamation delivers the CVP water to the Sacramento/San Joaquin Delta (Delta), where it is pumped from the Delta and conveyed south. Because of capacity limitations in the CVP facilities in the Delta, the water has historically been pumped and conveyed from the Delta by DWR in State Water Project (SWP) facilities.

The CV Contractors are located physically along the Friant-Kern Canal (FKC) and not directly connected with the CVC. Because the CV Contractors are not directly connected to the CVC, their CVP water is delivered predominately through transfers and exchanges of water with other water districts or agencies. Delivery of the CV Contractors' CVP water may be, and has been, also made directly to CV Contractors by delivery through the CVC and then into the FKC, where it is pumped from south to north over a series of check structures (Shafter Check, Poso Check & Woollomes Check).

## **II. Environmental Review of the Project**

The District as lead agency prepared a Final Environmental Impact Report for the Cross Valley Contractors' Conversion of Water Supply Contracts and Renewal of Conveyance Contracts ("Final EIR") in accordance with the California Environmental Quality Act, Public Resources Code Section 21000 et. seq. ("CEQA") to evaluate the potential environmental impacts associated the Project.

## **III. Objectives of the Proposed Action**

The objectives of the CV Contractors' current water supply and conveyance contracts are:

- Avoid long-term overdraft by achieving a balanced groundwater budget;
- Maintain a diversified water supply, sufficient to supply water for all uses, even during supply shortages;
- Integrate groundwater management with use of CVP and other surface water supplies as available;
- Make use of current conveyance and distribution systems and facilities to fully utilize all water supplies;
- Avoid or correct groundwater levels that are too low to support existing wells;
- Maximize cropland preservation; and
- Maximize the efficiency of delivery, conveyance, and use of CVP water through direct delivery and exchanges of CVP water.

The primary objective of the proposed Project is to continue each of these objectives, by allowing the CV Contractors to continue receiving CVP water in the manner consistent with current and historical practices.

## **IV. General Findings**

The FEIR identifies no significant effects for the proposed Project. Adverse but less-than-significant effects do not require mitigation, nor do they require findings be made. Because there are no significant effects for the proposed Project, no Mitigation Monitoring and Reporting Program (MMRP) is required to mitigate significant environmental impacts, nor is a statement of overriding considerations required for the proposed Project.

### **A. Procedural Findings**

The District finds as follows:

1. Based on the nature and scope of the proposed Project, the Board of Directors of the District determined, based on substantial evidence, that the proposed Project may have a significant effect on the environment and prepared an EIR for the proposed Project. The Draft EIR for the Cross Valley Contractors' Conversion of Water Supply Contracts and Renewal of Conveyance Contracts ("Draft EIR") was prepared, noticed, published, circulated, reviewed, and completed in full compliance with CEQA and the CEQA Guidelines (14 Cal. Code Regs., §§ 15000 et seq.) as follows:
  - a) A Notice of Preparation (NOP) for the Draft EIR for review and comment by the public, responsible, and reviewing agencies, was made available by the District to interested entities and the State Clearinghouse (State Clearinghouse No. 2020100075.) on October 5, 2020. A public scoping meeting was held on October 26, 2020, and the public comment period closed on November 4, 2020.
  - b) A Notice of Availability (NOA) and copies of the Draft EIR were made available for review and comment on April 6, 2021 to those public agencies that have jurisdiction by law with respect to the Project, or which exercise authority over resources that may be affected by the Project, and to other interested parties and agencies as required by law. The comments of such persons and agencies and the general public were sought on the Draft EIR for a 45-day review period from April 6, 2021 to May 21, 2021.
  - c) The NOA stated that the District had completed the Draft EIR and that copies were available at the District offices at 357 E. Olive Avenue, Tipton, CA 93272, and on the District website at [www.ltrid.org](http://www.ltrid.org), or by requesting an electronic copy from the District at the email address [elimas@ltrid.org](mailto:elimas@ltrid.org).
2. Following closure of the public comment period, all comments received on the Draft EIR during the comment period, the District's written responses to those comments, and additional information added by the District were added to the Draft EIR to produce the Final EIR.
3. The Final EIR was published on September 9, 2021. The Final EIR consists of the following documents:
  - DEIR (text and associated appendices, dated April 6, 2021);
  - Comments, Responses to Comments on the Draft EIR, and revisions to the Draft EIR.
4. As required by Section 15088(b) of the CEQA Guidelines, public agencies that commented on the Draft EIR were provided at least 10 days to review the proposed responses prior to the date for consideration of the Final EIR for certification.



**B. Changes to the Draft EIR**

The Draft EIR has been the subject of review and comment by the public and responsible agencies prior to the adoption of these Findings. In the course of responding to comments received during the public review and comment period for the Draft EIR, certain portions of the Draft EIR have been modified and some new information obtained after the Draft EIR was released for public review has been added. The Draft EIR has been the subject of review and comment by the public and responsible agencies prior to the adoption of these Findings. None of this information has revealed the existence of: (1) a significant new environmental impact that would result from the Project or an adopted mitigation measure; (2) a substantial increase in the severity of an environmental impact; (3) a feasible project alternative or mitigation measure not adopted that is considerably different from others analyzed in the Draft EIR that would clearly lessen the significant environmental impacts of the Project; or (4) information that indicates that the public was deprived of a meaningful opportunity to review and comment on the Draft EIR. The District finds that the changes and modifications made to the Draft EIR after the Draft EIR was circulated for public review and comment do not collectively or individually constitute significant new information within the meaning of Public Resources Code §21092.1 and CEQA Guidelines §15088.5.

**C. Evidentiary Basis for Findings**

These Findings are based upon substantial evidence in the entire record before the Board of Directors of the District. The references to the Draft EIR and Final EIR set forth in the Findings are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these Findings.

**D. Location and Custodian of Records.**

Pursuant to Public Resource Code §15091, the District is the custodian of the documents and other material that constitute the record of proceedings upon which the decision is based, and such documents and other materials are located at the District's offices at 357 E. Olive Avenue, Tipton, CA. A copy of the Final EIR is also available for review at the District's website ([www.ltrid.org](http://www.ltrid.org)).

**E. Findings on Environmental Impacts**

For resources with potentially significant impacts, the District reviewed and considered the information contained in the Final EIR, which does not identify one or more significant environmental effects of the Project. Because there are no significant effects for the proposed Project, no Mitigation Monitoring and Reporting Program required to mitigate significant environmental impacts, nor is a statement of overriding considerations required for the proposed Project.