

# **AGENDA**

## **PANOCHÉ WATER DISTRICT**

### **REGULAR BOARD OF DIRECTORS MEETING**

**September 13, 2022 – 9:30 a.m.**

**PURSUANT TO AB 361, THE OPEN SESSION OF THIS MEETING MAY BE JOINED  
FROM YOUR COMPUTER, TABLET OR SMARTPHONE THROUGH THE FOLLOWING MEANS:**

<https://meet.goto.com/239196349>

**AND PLEASE DIAL**

**Conference call in number: (866) 705-2554    Passcode: 148 890**

**PRESIDENT’S ANNOUNCEMENT:** Pursuant to Government Code Section 54952.3, let it be known that Board Members receive no compensation or stipend for simultaneous or serial order meetings of the Panoche Water District, Panoche Drainage District, Panoche Financing Authority, and/or the Panoche Resource Conservation District.

- 1. CALL TO ORDER**
- 2. DETERMINATION:** The Board to review and consider a Resolution determining that during the proclaimed state of emergency due to the COVID-19 pandemic, meeting in person would present imminent risk to the health or safety of attendees (Azhderian – Tab 2);
- 3. REVIEW OF AGENDA:** The Board will consider corrections and/or additions to the Agenda of items requiring immediate action that came to the attention of the Board after the Agenda was posted.
- 4. ROLL CALL:** A quorum will be confirmed and the Board will consider appointment of an acting Officer(s) in the event the President, Vice-President, and/or Secretary is absent from the meeting.
- 5. POTENTIAL CONFLICTS OF INTEREST:** Any Board member who has a potential conflict of interest may now identify the Agenda Item and recuse themselves from discussing and voting on the matter. [Government Code Section 87105]
- 6. PUBLIC COMMENT:** The Board of Directors welcomes participation in Board meetings. The public may address matters under the jurisdiction of the Board that have not been posted in the Agenda. The public will be given the opportunity to address the Board on any item in the Agenda at this time or before the Board’s consideration of that item. If members of the public desire to address the Board relative to a particular Agenda item at the time it is to be considered, they should so notify the President of the Board at this time. Please note, California Law prohibits the Board from taking action on any matter during a regular meeting that is not on the posted Agenda unless the Board determines that it is an emergency or one of the other situations specified in Government Code Section 54954.2. During a special meeting, the Board may not take action on any matter that is not

on the posted Agenda. The President may limit the total amount of time allocated for public comment on particular issues to 3 minutes for each individual speaker.

**7. DIVISION REPORTS:**

- A. Water Operations & Maintenance – Juan Cadena
- B. Administration – Ara Azhderian
- C. Ethics, Compliance, & Human Resources – Lorena Chagoya

**8. PANOCHÉ WATER & DRAINAGE DISTRICTS JOINT CLOSED SESSION:** Conference with Legal Counsel.

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation pursuant to Section 54956.9(d), paragraph (2) or (3):

Number of Cases: Ten

**9. REPORT FROM JOINT CLOSED SESSION (GOVERNMENT CODE SECTION 54957.1)**

**10. CLOSED SESSION**

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation pursuant to Section 54956.9(d), paragraph (2) or (3):

Number of Cases: Four

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Section 54956.9(d)(1):

Names of Cases:

- i. Imani Percoats & Chris Bettencourt vs. Panoche Water District  
Fresno County Superior Court Case No. 18CECG01651
- ii. Center for Biological Diversity, et al. v. United States, et al.  
US District Court, E.D. Cal, Case No. 1:20-CV-00760 DAD-EPG
- v. North Coast Rivers Alliance, et al. v. Kenneth Salazar, et al.  
US District Court, E.D. Cal., Case No. 1:16-cv-00307-DAD-SKO
- vi. Firebaugh Canal Water District & Central California Water District v. United States, et al.  
US District Court, E.D. Cal., Case 1:88-cv-00634-LJO-SKO

C. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Section 54957.6:

Agency Designated Representative: Ara Azhderian, General Manager

Employee Organization: International Brotherhood of Electrical Workers Local 1245

**11. REPORT FROM CLOSED SESSION**



**12.****CONSENT CALENDAR**

All matters listed on the Consent Calendar are considered to be routine and non-controversial and will be acted upon by a single action of the Board of Directors, unless a Board Member requests separate consideration of the item. If such a request is made, the item may be heard as an Action Item at this meeting. The Board will review and consider (Tab 3):

- Accepting the Treasurer's Quarterly Investments Report for the period ending June 30, 2022;
- Accepting the monthly financial statements for the period ending August 31, 2022;
- Accepting the Director's Monthly Credit Card Usage Report.

**ACTION ITEMS**

- 13.** The Board to review and consider naming a Secretary to fill the remaining term through February 28, 2023, following the retirement of Director Mike Stearns (Azhderian – Tab 4).
- 14.** The Board to review and consider filling vacancy on the District's ad-hoc Personnel & Legal Committee (Azhderian – Tab 5);
- 15.** The Board to review and consider adopting a Resolution designating District representatives to serve on the Central Delta-Mendota Region Groundwater Sustainability Agency Board of Directors (Azhderian – Tab 6);
- 16.** The Board to review and consider adopting a Resolution designating District representatives to serve on the Central Delta-Mendota Region Management Committee (Azhderian – Tab 7);
- 17.** The Board to review and consider adopting a Resolution designating authorized signatories to the District's Mechanics Bank accounts (Azhderian – Tab 8);
- 18.** The Board to review and consider adopting a Resolution appointing a representative to serve on the Association of California Water Agencies Joint Powers Insurance Authority's Board of Directors (Azhderian/Chagoya – Tab 9);
- 19.** The Board to review and consider adopting a Resolution authorizing renewal of a Warren Act Contract with the Bureau of Reclamation for the Delta-Mendota Canal Groundwater Pump-In Program (Azhderian/Cadena – Tab 10);
- 20.** The Board to review and consider adopting a Resolution authorizing renewal of an Agreement for the Exchange of Water with the Bureau of Reclamation for the Refuge Water Supply Program (Azhderian/Cadena – Tab 11);
- 21.** The Board to review and consider authorizing execution of a Water Purchase and Sale Agreement with North Yuba Water District (Azhderian/Cadena – Tab 12);
- 22.** The Board to review and consider adopting a Resolution authorizing execution of a Warren Act Contract with the Bureau of Reclamation for the North Yuba Water Purchase (Azhderian/Cadena – Tab 13);

23. The Board to review and consider awarding contract to purchase a new Backhoe Loader (Azhdarian/Marquez – Tab 14);
24. The Board to review and consider approving the accounts payable (Azhdarian – Tab 15).

### **REPORT ITEMS**

25. **FINANCIAL REPORTS** (Tab 16)
  - A. FYE 2023 Budget-to-Actual Report;
  - B. Other financial matters affecting the District.
26. **REPORTS UNDER DISTRICT POLICIES**
  - A. Emergency COVID-19 Pandemic Response Policy;
  - B. Report(s) on Brown Act Meetings & Conferences Attended at District Expense (may be written or oral and may be joint for multiple attendees);
  - C. Board to Consider Update(s) or Approval(s) Required Under Any Other District Policies.
27. **GENERAL MANAGER’S REPORT** (Tab 17)
  - A. Water Supplies, Deliveries, and Quality;
  - B. Domestic Water Treatment Plant;
  - C. Solar Project;
  - D. Staffing;
  - E. Los Vaqueros Expansion Project;
  - F. B.F. Sisk Expansion Project;
  - G. Other Matters Affecting the District.
28. **REPORTS ON OTHER ITEMS PURSUANT TO GOVERNMENT CODE SECTION 54954.2(a)(3)**
29. **FUTURE MEETING DATES**
  - A. Board to Consider Action to Set Special Meeting Date(s): *No staff requests.*
  - B. Next Regular Meeting Date: October 11, 2022.
30. **ADJOURNMENT**
  - ❖ Items on the Agenda may be taken in any order.
  - ❖ Action may be taken on any item listed on the Agenda.
  - ❖ Writings relating to open session: Agenda items that are distributed to members of the Board of Directors will be available for inspection at the District office, excluding writings that are not public records or are exempt from disclosure under the California Public Records Acts.

**Americans with Disabilities Act of 1990:** Under this Act, a qualifying person may request that the District provide a disability-related modification or accommodation in order to participate in any public meeting of the District. Such assistance includes alternative formats for the agendas and agenda packets used for any public meetings of the District. Requests for assistance shall be made in person, in written form, or via telephone by calling (209) 364-6136. Requests must be received at least 18 hours prior to a scheduled public meeting.

**Investment Information Disclaimer:** This agenda has been prepared as required by the applicable laws of the State of California, including but not limited to, Government Code Section 54950 et seq., and has not been prepared with a view to informing an investment decision in any of the District’s bonds, notes, or other obligations. Any projections, plans, or other forward-looking statements included in the information in this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of the District’s bonds, notes or other obligations and investors and potential investors should rely only on information filed by the District on the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System for municipal securities disclosures, maintained on the World Wide Web at <https://emma.msrb.org/>.

## **PANOCHÉ WATER DISTRICT RESOLUTION NO. 812-22**

### **A RESOLUTION OF THE BOARD OF DIRECTORS PROCLAIMING A LOCAL EMERGENCY, RATIFYING GOVERNOR NEWSOM'S MARCH 4, 2020, PROCLAMATION OF A STATE OF EMERGENCY, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF PANOCHÉ WATER DISTRICT THROUGH OCTOBER 13, 2022 PURSUANT TO BROWN ACT PROVISIONS**

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WHEREAS, the Panoche Water District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Panoche Water District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, on March 4<sup>th</sup>, 2020, Governor Newsom proclaimed a State of Emergency due to the COVID-19 pandemic and such proclamation has not as of the date of this Resolution been lifted; and

WHEREAS, due to what may be the sensitivity of some members of the public as well as to members of the Board and District staff, the contagious nature of COVID-19, including variants of the virus, and current guidance from federal, state, and local agencies that social distancing reduces the transmission of the virus, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, the Board of Directors does hereby find that the current status of the COVID-19 pandemic has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the Proclamation of a State of Emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of Panoche Water District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, District notices and agendas shall provide a reasonable means for members of the public to meaningful participate in public meetings of the District.

**NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:**

1. The Board of Directors of the Panoche Water District hereby finds and determines the above Recitals are true and correct and are incorporated herein by this reference.
2. The Board hereby proclaims that a local emergency now exists throughout the District, and meeting in person would present a significant risk to the health and safety of those participating in person.
3. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance on March 4, 2020.
4. The General Manager, or his designee, and legislative bodies of the District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
5. This Resolution shall take effect on September 13, 2022, and shall be effective until the earlier of (i) October 13, 2022, or (ii) such time as the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the District may continue to teleconference without strictly complying with certain provisions of the Brown Act due to the ongoing COVID-19 pandemic and resulting State of Emergency.

PASSED AND ADOPTED this 13<sup>th</sup> day of September 2022, in a duly noticed and open meeting of the Board of Directors by the following vote, to wit:

Ayes:  
Nays:  
Abstain:  
Absent:

BACK

\_\_\_\_\_  
John Bennett, President

Attest: \_\_\_\_\_  
???, Secretary

**CERTIFICATE OF SECRETARY  
OF  
PANOCHÉ WATER DISTRICT,  
A California Water District**

I, **???**, do hereby certify that I am the duly authorized and appointed Secretary of the Panoche Water District, a California Water District (the “District”); that the foregoing is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District on the 13<sup>th</sup> day of September 2022; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

**IN WITNESS WHEREOF**, I have executed this Certificate on this \_\_\_\_\_ day of September 2022.

\_\_\_\_\_  
**???**, Secretary

**PANOCHÉ WATER DISTRICT****2022 Quarterly Investment Report  
For Quarter Ending June 30, 2022**

DATE: August 9, 2022

TO: Board of Directors

FROM: Marlene Brazil

In accordance with Government Code Section 53646 and the Panoche Water District Investment Policy, the following shall constitute the quarterly report of investment on behalf of the Panoche Water District:

	MECHANICS BANK (3 ACCTS)	LAIF	TOTAL
INVESTMENT BALANCES June 30, 2022	\$ 1,295,887.94	\$ 11,061,190.72	\$ 12,357,078.66

1. As of the date of the report, the majority of District funds are invested in the State of California Local Agency Investment Fund (LAIF) in accordance with Section 16429.1 of the Government Code. Attached is the most recent statement(s) received by the District.
2. As of the date of the report, the remaining District funds are deposited in Federal Deposit Insurance Corporation (FDIC) insured accounts Mechanics Bank. Therefore, as provided by Government Code Section 53646 (e), attached are the most recent statements received by the District.
3. The portfolio of the District is in compliance with the District's Statement of Investment Policy.
4. It is expected the District will be able to meet its expenditure requirements for the next six months based on projected revenue from water sales and reimbursements from other agencies.

**General Ledger Detail Report**  
 Sep 13, 2022 – PWD Regular Board Meeting Packet  
**Summary Report for Period 04 Ending 6/30/2022**

**PANOCHÉ WATER DISTRICT (PWD)**

Account Number/Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
13112-000					
MECHANIC CKNG #*****8566	1,054,638.75	597,512.11	1,401,789.78	804,277.67-	250,361.08
13412-000					
MECHANIC PR#*****7895	29,750.18	200,267.64	141,066.40	59,201.24	88,951.42
13465-000					
2021 REVENUE BONDS - LAIF	1,168,808.63	0.00	0.00	0.00	1,168,808.63
13470-000					
CONTRACTUAL OBLIGATION FUND #9745	378,583.48	577,991.96	0.00	577,991.96	956,575.44
13520-000					
LOCAL AGENCY INVESTMENT FD	9,876,713.69	0.00	0.00	0.00	9,876,713.69
<b>Report Total:</b>	<b>12,508,494.73</b>	<b>1,375,771.71</b>	<b>1,542,856.18</b>	<b>167,084.47-</b>	<b>12,341,410.26</b>





BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND  
REMITTANCE ADVICE

Agency Name

PANOCHE WATER DISTRICT

Account Number

90-10-005

As of 07/15/2022, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2022.

Earnings Ratio		.00002057622201151
Interest Rate		0.75%
Dollar Day Total	\$	655,132,551.85
Quarter End Principal Balance	\$	9,876,713.69
Quarterly Interest Earned	\$	13,480.15



## 2021 REVENUE BONDS - LAIF

BETTY T. YEE

California State Controller

### LOCAL AGENCY INVESTMENT FUND REMITTANCE ADVICE

Agency Name

PANOCHÉ WATER DISTRICT

Account Number

11-10-004




As of 07/15/2022, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2022.

Earnings Ratio		.00002057622201151
Interest Rate		0.75%
Dollar Day Total	\$	106,348,700.71
Quarter End Principal Balance	\$	1,168,808.63
Quarterly Interest Earned	\$	2,188.25

RETURN SERVICE REQUESTED

PANOCHÉ WATER DISTRICT  
 O & M ACCOUNT  
 52027 W ALTHEA AVE  
 FIREBAUGH CA 93622-9401

### Managing Your Accounts

	Client Services	800.797.6324
	Online	www.mechanicsbank.com
	Mobile	Download Our Mobile Apps



**BUSINESS LINE OF CREDIT  
 UP TO \$100,000**

**Prime +0%**  
APR

LIMITED TIME OFFER  
[www.MechanicsBank.com/GrowIt](http://www.MechanicsBank.com/GrowIt)

Subject to program eligibility, collateral, underwriting approval and credit approval. Offer is effective as of 3/17/2022 and is for new lines of credit up to \$100,000. Subject to change or cancellation without notice. See banker for details. As of 5/5/2022, the Prime Rate (as published daily in the Money Rates section of the Wall Street Journal) is 4.00% and is subject to change.

### WATCH OUT FOR CARD OR ACCOUNT LOCKED SCAMS

Criminals contact you via phone, text or email pretending to be your bank or a credit card company, and tell you that your account is "locked" or "frozen" from fraudulent attempts to access it. They then ask for your card number, account number, password or PIN to "unlock" the account. **Learn how to spot this scam at [www.MechanicsBank.com/Security](http://www.MechanicsBank.com/Security).**

### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXXX8566	\$322,876.53

### PUBLIC CHECKING-XXXXXXXXX8566

#### Account Summary

Date	Description	Amount
06/01/2022	Beginning Balance	\$1,068,516.79
	20 Credit(s) This Period	\$597,512.11
	72 Debit(s) This Period	\$1,343,152.37
06/30/2022	Ending Balance	\$322,876.53




#### Electronic Credits

Date	Description	Amount
06/01/2022	Remote Deposit	\$44,281.60
06/02/2022	Remote Deposit	\$57.00

RETURN SERVICE REQUESTED

PANOCHÉ WATER DISTRICT  
 PAYROLL ACCOUNT  
 52027 W ALTHEA AVE  
 FIREBAUGH CA 93622-9401

### Managing Your Accounts

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-  Online [www.mechanicsbank.com](http://www.mechanicsbank.com)
-  Mobile Download Our Mobile Apps



**BUSINESS LINE OF CREDIT  
 UP TO \$100,000**

**Prime +0%**  
APR

LIMITED TIME OFFER  
[www.MechanicsBank.com/GrowIt](http://www.MechanicsBank.com/GrowIt)

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### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXX7895	\$90,785.95

### PUBLIC CHECKING-XXXXXXXX7895

#### Account Summary

Date	Description	Amount
06/01/2022	Beginning Balance	\$32,332.60
	4 Credit(s) This Period	\$200,267.64
	16 Debit(s) This Period	\$141,814.29
06/30/2022	Ending Balance	\$90,785.95




#### Electronic Credits

Date	Description	Amount
06/01/2022	JE-69 Transfer funds for payroll	\$70,000.00
06/16/2022	JE-81 Transfer funds for payroll	\$60,000.00

RETURN SERVICE REQUESTED

PANOCHÉ WATER DISTRICT  
 CONTRACTUAL OBLIGATION FUND  
 52027 W ALTHEA AVE  
 FIREBAUGH CA 93622-9401

### Managing Your Accounts

	Client Services	800.797.6324
	Online	www.mechanicsbank.com
	Mobile	Download Our Mobile Apps



**BUSINESS LINE OF CREDIT  
 UP TO \$100,000**

**Prime +0%**  
APR

LIMITED TIME OFFER  
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The "Per Check Charge" defined on your statement represents a \$15 charge for each check that exceeds the six check limitation on your account. Refer to Mechanics Bank's Account Agreement for additional information.

### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC MONEY MARKET	XXXXXXXXX9745	\$956,575.44

### PUBLIC MONEY MARKET-XXXXXXXXX9745

#### Account Summary

Date	Description	Amount
06/01/2022	Beginning Balance	\$378,583.48
	2 Credit(s) This Period	\$577,991.96
	0 Debit(s) This Period	\$0.00
06/30/2022	Ending Balance	\$956,575.44

#### Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.04%
Interest Days	30
Interest Earned	\$28.28
Interest Paid This Period	\$28.28
Interest Paid Year-to-Date	\$78.51

#### Electronic Credits

Date	Description	Amount
06/06/2022	Remote Deposit	\$577,963.68

<b>PANOCHÉ WATER DISTRICT QUARTERLY FINANCIAL STATUS</b>	
<b>CASH BOOK ACCOUNTS AS OF 6/30/2022</b>	
<b>PANOCHÉ WATER DISTRICT</b>	
Balance as per bank statement	\$322,877
<u>Reconciling Items</u>	
Add: Outstanding deposits	-
Deduct: Outstanding checks	\$72,515
Balance as reported in the general ledger account	\$250,361
<b>PANOCHÉ WATER DISTRICT PAYROLL</b>	
Balance as per bank statement	\$90,786
<u>Reconciling Items</u>	
Add: Outstanding deposits	-
Deduct: Outstanding checks	\$1,835
Balance as reported in the general ledger account	\$88,951
<b>PANOCHÉ WATER DISTRICT 2021 BOND ACQUISITION FUND</b>	
Balance as per bank statement	\$956,575
<u>Reconciling Items</u>	
Add: Outstanding deposits	-
Deduct: Outstanding checks	-
Balance as reported in the general ledger account	\$956,575
<b>PANOCHÉ WATER DISTRICT LAIF ACCOUNT</b>	
LAIF Account balance as of 6/30/2022	\$9,890,194
<b>PANOCHÉ WATER DISTRICT 2021 LAIF REVENUE BONDS</b>	
LAIF Account balance as of 6/30/2022	\$1,170,997
<b>TOTAL OF GENERAL LEDGER ACCOUNT BALANCES AND LAIF</b>	<b>\$12,357,079</b>

<b>PANOCHE WATER DISTRICT</b> <b>TREASURER'S MONTHLY FINANCIAL REPORT</b> <b>UNAUDITED BALANCE SHEET-CURRENT ASSETS &amp; LIABILITIES</b>		
	<u>August 31, 2022</u>	<u>July 31, 2022</u>
<b>CURRENT LIABILITIES</b>		
ACCOUNTS PAYABLE	\$269,861	\$2,259,265
PREPAYMENTS/CREDIT ACCOUNTS	-	-
<b>TOTAL CURRENT LIABILITIES</b>	<b>\$269,861</b>	<b>\$2,259,265</b>
<b>CASH AND INVESTMENT ACCOUNTS</b>		
O&M CHECKING	\$272,417	\$1,166,384
PAYROLL CHECKING	\$99,060	\$17,450
CONTRACTUAL OBLIGATION FUND MONEY MARKET	\$321,342	\$956,606
LAIF	\$7,090,194	\$8,090,194
2021 REVENUE BONDS - LAIF RESTRICTED	\$1,170,997	\$1,170,997
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$8,954,010</b>	<b>\$11,401,630</b>
<b>ACCOUNTS RECEIVABLES</b>		
WATER	\$989,168	\$1,201,637
GROUNDWATER MANAGEMENT FEE	-	-
DELINQUENT ACCOUNT CHARGES	\$1,069,686	\$1,099,112
OTHER	\$18,831	\$74,137
GBA NOTE RECEIVABLE	\$102,179	\$119,122
PDD NOTE RECEIVABLE	\$71,941	\$83,827
CASH ADVANCE - PROP 84	\$460,000	\$460,000
<b>TOTAL ACCOUNTS RECEIVABLES</b>	<b>\$2,711,805</b>	<b>\$3,037,835</b>
<b>TOTAL CURRENT UNAUDITED ASSETS</b>	<b>\$11,665,815</b>	<b>\$14,439,465</b>
<b>NET CURRENT UNAUDITED ASSETS (NET CASH POSITION)</b>	<b>\$11,395,954</b>	<b>\$12,180,199</b>

**Account Number/Description**

Sep 13 2022 – PWD Regular Board Meeting Packet

**Beginning Balance****Debit****Credit****Net Change**

Page 18 of 149

**Ending Balance**

13112-000

MECHANIC CKNG #\*\*\*\*\*8566

142,411.21

17,825,670.23

17,695,664.76

130,005.47

272,416.68

13412-000

MECHANIC PR#\*\*\*\*\*7895

28,911.18

942,255.45

872,106.31

70,149.14

99,060.32

13465-000

2021 REVENUE BONDS - LAIF

1,167,888.30

3,108.58

0.00

3,108.58

1,170,996.88

13470-000

CONTRACTUAL OBLIGATION FUND #9745

346,609.19

622,516.29

647,783.35

25,267.06-

321,342.13

13520-000

LOCAL AGENCY INVESTMENT FD

3,973,256.98

6,516,936.86

3,400,000.00

3,116,936.86

7,090,193.84

**Report Total:**

5,659,076.86

25,910,487.41

22,615,554.42

3,294,932.99




8,954,009.85



RETURN SERVICE REQUESTED

PANOCHÉ WATER DISTRICT  
 O & M ACCOUNT  
 52027 W ALTHEA AVE  
 FIREBAUGH CA 93622-9401

### Managing Your Accounts

-  Client Services 800.797.6324
-  Online [www.mechanicsbank.com](http://www.mechanicsbank.com)
-  Mobile Download Our Mobile Apps



**BUSINESS LINE OF CREDIT  
 UP TO \$100,000**

**Prime +0%**  
APR

LIMITED TIME OFFER  
[www.MechanicsBank.com/GrowIt](http://www.MechanicsBank.com/GrowIt)

Subject to program eligibility, collateral, underwriting approval and credit approval. Offer is effective as of 3/17/2022 and is for new lines of credit up to \$100,000. Subject to change or cancellation without notice. See banker for details. As of 5/5/2022, the Prime Rate (as published daily in the Money Rates section of the Wall Street Journal) is 4.00% and is subject to change.

### WATCH OUT FOR SWEEPSTAKES/LOTTERY SCAMS

Criminals claim that you've won a lottery or sweepstakes (sometimes from a foreign country), but you need to pay a fee to access the winnings. **Learn how to spot this scam at [www.MechanicsBank.com/Security](http://www.MechanicsBank.com/Security).**




### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXX8566	\$672,602.61

RETURN SERVICE REQUESTED

PANOCHÉ WATER DISTRICT  
 PAYROLL ACCOUNT  
 52027 W ALTHEA AVE  
 FIREBAUGH CA 93622-9401

### Managing Your Accounts

-  Client Services 800.797.6324
-  Online [www.mechanicsbank.com](http://www.mechanicsbank.com)
-  Mobile Download Our Mobile Apps



**BUSINESS LINE OF CREDIT  
 UP TO \$100,000**

**Prime +0%**  
APR

LIMITED TIME OFFER  
[www.MechanicsBank.com/GrowIt](http://www.MechanicsBank.com/GrowIt)

Subject to program eligibility, collateral, underwriting approval and credit approval. Offer is effective as of 3/17/2022 and is for new lines of credit up to \$100,000. Subject to change or cancellation without notice. See banker for details. As of 5/5/2022, the Prime Rate (as published daily in the Money Rates section of the Wall Street Journal) is 4.00% and is subject to change.

### WATCH OUT FOR SWEEPSTAKES/LOTTERY SCAMS

Criminals claim that you've won a lottery or sweepstakes (sometimes from a foreign country), but you need to pay a fee to access the winnings. **Learn how to spot this scam at [www.MechanicsBank.com/Security](http://www.MechanicsBank.com/Security).**

### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXXX7895	\$101,439.01

RETURN SERVICE REQUESTED

PANOCHÉ WATER DISTRICT  
 CONTRACTUAL OBLIGATION FUND  
 52027 W ALTHEA AVE  
 FIREBAUGH CA 93622-9401

### Managing Your Accounts



Client Services 800.797.6324



Online [www.mechanicsbank.com](http://www.mechanicsbank.com)



Mobile Download Our Mobile Apps



**BUSINESS LINE OF CREDIT  
UP TO \$100,000**

**Prime +0%**  
APR

LIMITED TIME OFFER

[www.MechanicsBank.com/GrowIt](http://www.MechanicsBank.com/GrowIt)

Subject to program eligibility, collateral, underwriting approval and credit approval. Offer is effective as of 3/17/2022 and is for new lines of credit up to \$100,000. Subject to change or cancellation without notice. See banker for details. As of 5/5/2022, the Prime Rate (as published daily in the Money Rates section of the Wall Street Journal) is 4.00% and is subject to change.

The "Per Check Charge" defined on your statement represents a \$15 charge for each check that exceeds the six check limitation on your account. Refer to Mechanics Bank's Account Agreement for additional information.

### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC MONEY MARKET	XXXXXXXXX9745	\$321,342.13

**PANOCHÉ WATER DISTRICT**  
**AGED ACCOUNTS RECEIVABLE - Delinquent**  
**As Of 8/31/2022**

<b>Name</b>	<b>31-60 Days</b>	<b>61-90 Days</b>	<b>Over 90 Days</b>	<b>Total A/R</b>
Cecilia Echeveste Survivor's Trust	-	-	13,749.04	13,749.04
Creekside Farming Co., Inc.	-	-	145,768.00	145,768.00
Glenpark Building, LLC	3,828.30	-	-	3,828.30
Hammonds Ranch, Inc.	-	-	313,348.00	313,348.00
Homeland Ranch	-	-	284,620.00	284,620.00
Imperial Merchants USA, LLC	-	-	249.27	249.27
John S. Diedrich Farms,	-	-	384.15	384.15
Mar-Hi Farms	-	-	162,164.24	162,164.24
Olam West Coast, Inc. (OSVI)	-	-	564.04	564.04
Tristone Properties, LLC	3,099.10	-	-	3,099.10
	6,927.40	-	920,846.74	927,774.14
<u>Other</u>				
Camp 13 Drainage District	-	-	57,050.97	57,050.97
Central California Irrigation District	25,200.00	4,380.60	41,875.73	71,456.33
Grassland Basin Authority	123.39	150.81	13,130.30	13,404.50
	25,323.39	4,531.41	112,057.00	141,911.80
<b>Total Accounts - Delinquent</b>	<b>32,250.79</b>	<b>4,531.41</b>	<b>1,032,903.74</b>	<b>1,069,685.94</b>

Aaron Barcellos

Aug 1, 2022

Review Period: 7/8/2022 – 8/5/2022

Statement and documentation made available: 9/6/2022

I have reviewed the credit card documentation for the Westamerica Bank VISA account ending in 8512.

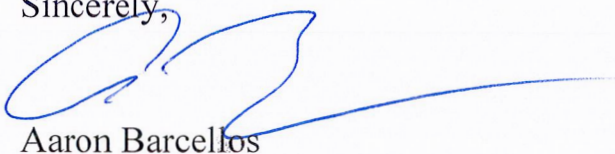
Included in the packet were credit card statement detail and supporting documentation. Activity for this time period include charges from the following cardholders:

Mr. Ara Azhderian – General Manager

Mr. Juan Cadena – Director of Operations

All charges reviewed appear to be valid district related expenses complete with supporting documents.

Sincerely,



Aaron Barcellos

BACK



# PANOCHE WATER DISTRICT

52027 WEST ALTHEA AVE, FIREBAUGH, CA 93622  
TELEPHONE (209) 364-6136 • FAX (209) 364-6122



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## BOARD MEETING MEMORANDUM

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**TO:** BOARD OF DIRECTORS

**FROM:** ARA AZHDERIAN, GENERAL MANAGER

**SUBJECT:** AGENDA ITEM 13  
SELECTION OF DISTRICT OFFICERS

**DATE:** SEPTEMBER 13, 2022

**CC:** LORENA CHAGOYA, ETHICS & COMPLIANCE OFFICER

---

Recommendation: Following the retirement of Mr. Mike Stearns, the Board to consider appointing a new Secretary.

Current District Officers:

President: John Bennett

Vice-President: Aaron Barcellos

Secretary: \_\_\_\_\_

Treasurer: Marlene Brazil

BACK





# *PANOCHE WATER DISTRICT*

52027 WEST ALTHEA AVE, FIREBAUGH, CA 93622  
TELEPHONE (209) 364-6136 • FAX (209) 364-6122



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## **BOARD MEETING MEMORANDUM**

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**TO:** BOARD OF DIRECTORS

**FROM:** ARA AZHDERIAN, GENERAL MANAGER

**SUBJECT:** AGENDA ITEM 14  
SELECTION OF AD-HOC PERSONNEL & LEGAL COMMITTEE MEMBER

**DATE:** SEPTEMBER 13, 2022

**CC:** LORENA CHAGOYA, ETHICS & COMPLIANCE OFFICER

---

Recommendation: Following the retirement of Mr. Mike Stearns, the Board to consider appointing a Director to serve on the Ad-Hoc Personnel & Legal Committee.

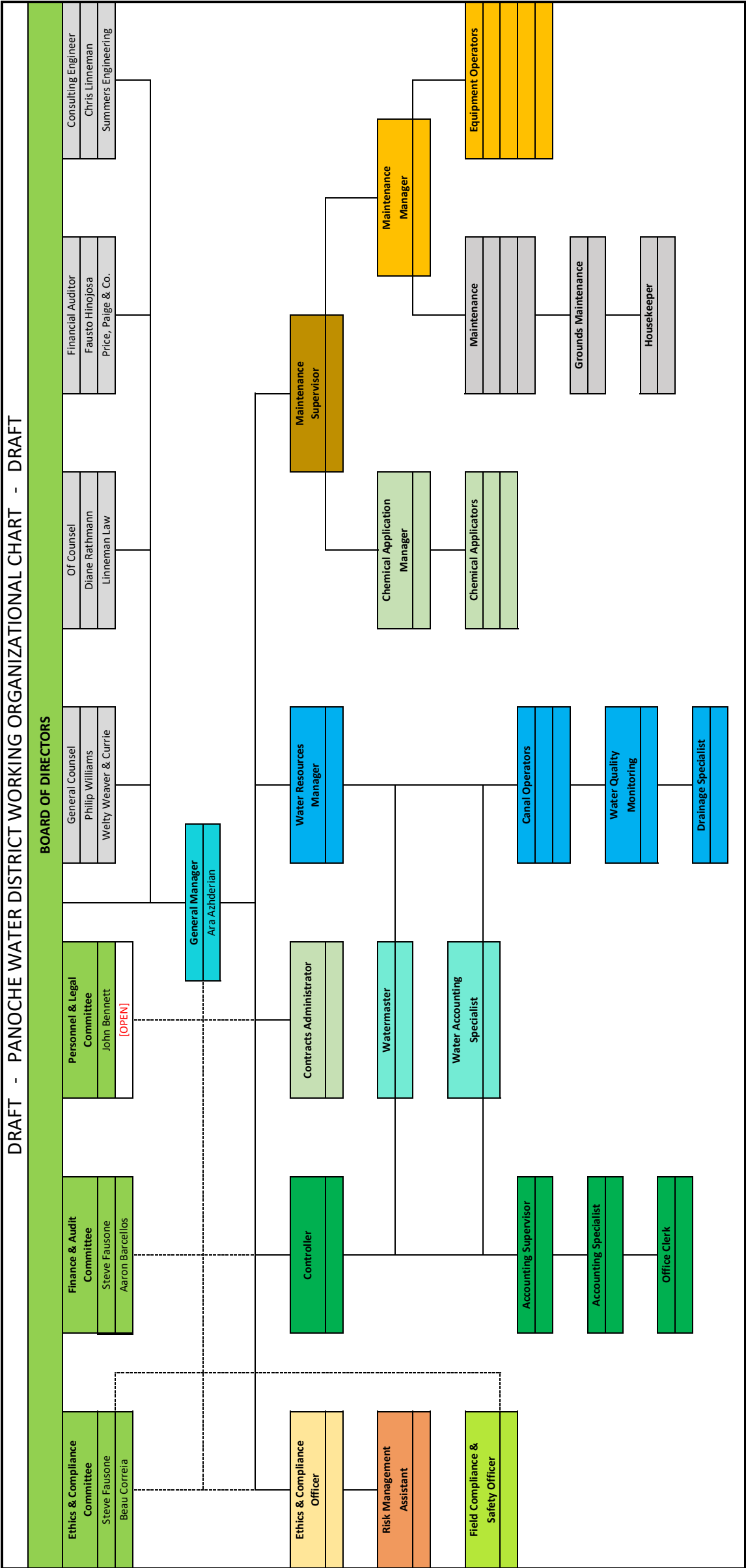
Current Ad-Hoc Committees:

Personnel & Legal – John Bennett and \_\_\_\_\_

Finance & Audit – Steve Fausone and Aaron Barcellos

Ethics & Compliance – Steve Fausone and Beau Correia

BACK



## PANOCHÉ WATER DISTRICT RESOLUTION NO. 813-22

### A RESOLUTION AUTHORIZING A CHANGE IN REPRESENTATION ON THE CENTRAL DELTA-MENDOTA REGION GROUNDWATER SUSTAINABILITY AGENCY BOARD OF DIRECTORS

---

WHEREAS, the Panoche Water District (District) is a California water district established in 1950 with statutory authority pursuant to California Water District Law; and

WHEREAS, the District has been a member of the Central Delta-Mendota Region Groundwater Sustainability Agency (Agency) since July 2019; and

WHEREAS, Messrs. Mike Stearns and Steve Fausone have served as the District's Director and Alternate, respectively, on the Agency's Board of Directors (Agency's Board) since December 2021; and

WHEREAS, Mr. Mike Stearns has announced his retirement from the District's Board of Directors and as a representative of the District on the Agency's Board of Directors effective August 10, 2022; and

WHEREAS, the District's Board wishes to recognize and express appreciation to Mr. Stearns for his commitment and selfless service on the Agency's Board, which has certainly helped the Agency and District's efforts to design and implement a Groundwater Sustainability Plan for the benefit of the region and the District's growers; and

WHEREAS, the District's Board hereby appoints \_\_\_\_\_ to assume Mr. Stearns's seat as Director on the Agency's Board; and

WHEREAS, the District's Board hereby appoints \_\_\_\_\_ to assume Mr. Fausone's seat as Alternate on the Agency's Board.

#### **NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:**

1. The Board of Directors of the Panoche Water District hereby finds and determines the above Recitals are true and correct and are incorporated herein by this reference.
2. The General Manager, or his designee, is authorized to take the actions necessary to implement this Resolution.

PASSED AND ADOPTED this 13<sup>th</sup> day of September 2022, in a duly noticed and open meeting of the Board of Directors by the following vote, to wit:

Ayes:

Nays:

Abstain:

Absent:

BACK

\_\_\_\_\_  
John Bennett, President

Attest: \_\_\_\_\_  
???, Secretary

## PANOCHÉ WATER DISTRICT RESOLUTION NO. 814-22

### A RESOLUTION AUTHORIZING A CHANGE IN REPRESENTATION ON THE CENTRAL DELTA-MENDOTA REGION MANAGEMENT COMMITTEE

---

WHEREAS, the Panoche Water District (District) is a California water district established in 1950 with statutory authority pursuant to California Water District Law; and

WHEREAS, the District has been a member of the Central Delta-Mendota Region Groundwater Sustainability Agency (Agency) since July 2019 and has representatives serving as Director and Alternate on the Agency's Board; and

WHEREAS, related to the Agency's work, there is a Central Delta-Mendota Region Management Committee (Management Committee) established to coordinate the Agency's efforts with the neighboring Oro Loma and Widren Groundwater Sustainability Agencies; and

WHEREAS, historically, because of the related nature of the governing bodies focus on sustainable groundwater management, the District's representatives on the Agency's Board of Directors have also served as the District's representatives on the Management Committee; and

WHEREAS, Messrs. Mike Stearns and Steve Fausone have served as the District's Director and Alternate, respectively, on the Management Committee since February 2022; and

WHEREAS, Mr. Mike Stearns has announced his retirement from the District's Board of Directors and as a representative of the District on the Management Committee effective August 10, 2022; and

WHEREAS, the District's Board wishes to recognize and express appreciation to Mr. Stearns for his commitment and selfless service on the Management Committee, which has certainly helped the Agency and District's efforts to design and implement a Groundwater Sustainability Plan for the benefit of the region and the District's growers; and

WHEREAS, the District's Board hereby appoints \_\_\_\_\_ to assume Mr. Stearns's seat as Director on the Management Committee; and

WHEREAS, the District's Board hereby appoints \_\_\_\_\_ to assume Mr. Fausone's seat as Alternate on the Management Committee.

#### **NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:**

1. The Board of Directors of the Panoche Water District hereby finds and determines the above Recitals are true and correct and are incorporated herein by this reference.

2. The General Manager, or his designee, is authorized to take the actions necessary to implement this Resolution.

PASSED AND ADOPTED this 13<sup>th</sup> day of September 2022, in a duly noticed and open meeting of the Board of Directors by the following vote, to wit:

Ayes:  
Nays:  
Abstain:  
Absent:

BACK

\_\_\_\_\_  
John Bennett, President

Attest: \_\_\_\_\_  
???, Secretary

# PANOCHÉ WATER DISTRICT

## RESOLUTION NO. 815-22

### A RESOLUTION DESIGNATING AUTHORIZED SIGNATORIES TO THE DISTRICT'S MECHANICS BANK ACCOUNTS TO EXECUTE BANKING TRANSACTIONS SIGN CHECKS, MAKE ACCOUNTS TRANSFERS, AND WIRE TRANSFERS AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

#### RECITALS

WHEREAS, Director Mike Stearns announced his retirement from the District's Board of Directors effective August 10, 2022; and

WHEREAS, on August 9, 2022, the District's Board of Directors appointed Mr. Wayne Western to the Board to fill the remaining term of Director Stearns, effective August 10, 2022; and

WHEREAS, the Board desires to update the names and positions authorized to execute checks drawn on the District's Mechanics Bank accounts, as well as those authorized to engage in wire transfers and other banking transactions, including but not limited to online banking, and to provide for execution of any additional agreements required to update the District's accounts; and

WHEREAS, the Board declares that the following are no longer authorized to execute checks, engage in wire transfers, and/or undertake any other banking transactions, effective immediately, and shall be removed from the District's accounts:

Mike Stearns, Former Director; and

WHEREAS, the Board declares that the following are hereby authorized to execute checks, engage in wire transfers, and/or undertake any other banking transactions, effective immediately, and shall be confirmed or added to the District's accounts:

Wayne Western, Director; and

#### NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The Board of Directors of the Panoche Water District hereby finds and determines the above Recitals are true and correct and are incorporated herein by this reference.

2. The General Manager, or his designee, is hereby authorized to execute and deliver such agreements, documents and other instruments, and to perform such other acts as may be required by Mechanics Bank to recognize persons authorized to execute checks, engage in wire transfers, and/or undertake any other banking transactions on behalf of the District.

3. Insofar as Mechanics Bank requires a specific form of resolution in order to carry out the actions of this Resolution, such resolution as may be required is deemed to be hereby incorporated by this reference into this Resolution, as though fully set forth herein.

PASSED AND ADOPTED this 13<sup>th</sup> day of September 2022, in a duly noticed and open meeting of the Board of Directors by the following vote, to wit:

Ayes:

Nays:

Abstain:

Absent:

BACK

\_\_\_\_\_  
John Bennett, President

Attest: \_\_\_\_\_  
???, Secretary



## PANOCHÉ WATER DISTRICT RESOLUTION NO. 816-22

### A RESOLUTION AUTHORIZING A CHANGE IN REPRESENTATION ON THE ASSOCIATION OF CALIFORNIA WATER AGENCIES JOINT POWERS INSURANCE AUTHORITY BOARD OF DIRECTORS

---

WHEREAS, the Panoche Water District (District) is a California water district established in 1950 with statutory authority pursuant to California Water District Law to provide service to lands within the District's service area in the western portions of Merced and Fresno Counties; and

WHEREAS, the District is a member of the Association of California Water Agencies Joint Powers Insurance Authority (JPIA); and

WHEREAS, Article 7 of the JPIA Agreement requires each member to name one representative from its Board of Directors and one alternate, who may be a Director or District staff, to serve on the JPIA's Board of Directors; and

WHEREAS, Mr. Mike Stearns served as the Director representative for the District on the JPIA Board until his retirement from the District's Board on August 10, 2022; and

WHEREAS, the District's Board wishes to recognize and thank Mr. Stearns' for his years of commitment and selfless service on the JPIA Board; and

WHEREAS, the District's Board appoints \_\_\_\_\_ to assume Mr. Stearns' seat as Director on the JPIA Board; and

WHEREAS, the District's Board appoints \_\_\_\_\_ to serve as alternate.

#### **NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:**

1. The Board of Directors of the Panoche Water District hereby finds and determines the above Recitals are true and correct and are incorporated herein by this reference.

2. The General Manager, or his designee, is authorized to take the actions necessary to implement this Resolution.

PASSED AND ADOPTED this 13<sup>th</sup> day of September 2022, in a duly noticed and open meeting of the Board of Directors by the following vote, to wit:

Ayes:  
Nays:  
Abstain:  
Absent:

BACK

\_\_\_\_\_  
John Bennett, President

Attest: \_\_\_\_\_  
???, Secretary

## **PANOCHÉ WATER DISTRICT RESOLUTION NO. 817-22**

### **A RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF 5-YEAR CONTRACT BETWEEN THE UNITED STATES AND PANOCHÉ WATER DISTRICT PROVIDING FOR STORAGE AND CONVEYANCE OF NON-PROJECT WATER, PURSUANT TO WARREN ACT, MAKING CERTAIN FINDINGS OF EXEMPTION, AND AUTHORIZING RELATED ACTIONS**

---

WHEREAS, since approximately 1990, the Panoche Water District (the “District”) has suffered chronic shortages in the water supply available from the Central Valley Project (“CVP”) to the District pursuant to its water service contract with the United States.

WHEREAS, the District’s CVP contract supply is a supplemental supply, providing up to 94,000 acre-feet for irrigation at full contract quantity, which is an inadequate supply for many crops.

WHEREAS, Reclamation’s final allocation for CVP water service contractors for irrigation for the water year commencing March 1, 2022, is 0%; to date the water year has been “critical”; significant regulatory constraints on CVP operations affecting the water supply available to the District are expected; and therefore, the District’s water service contract allocation for irrigation is not expected to reach the full contract quantity.

WHEREAS, the District anticipates that hydrologic and/or regulatory constraints mean that the District also will not likely receive its full contract quantity at any time during the next five years.

WHEREAS, that certain Temporary Contract Between the United States and Panoche Water District Providing for Storage and/or Conveyance of Non-Project Water, Contract No. 20-WC-20-5643, of up to 10,000 acre-feet per year from specified identified sources that are made available or acquired by and delivered to the District over a five-year term (the “2018-2023 Warren Act Contract”) is set to expire on February 28, 2023.

WHEREAS, the District anticipates that Reclamation will offer the District to enter into a 2023-2028 Warren Act Contract under substantially similar terms and conditions as those in the 2018-2023 Warren Act Contract.

WHEREAS, the District’s action in negotiating and executing the 2023-2028 Warren Act Contract will allow for conveyance of non-project water in federal facilities when and if such water is developed or acquired by the District to help offset shortages in District supplies.

WHEREAS, the District has policies in place to discourage the production of drainwater, to manage subsurface drainage, and to promote the efficient use of water to meet crop demand within the District, and use of water transferred into the District will not increase drainage production, degrade existing groundwater, cause the conversion of lands not previously farmed or increase the supply of water utilized within the District above the District’s historic crop demand. Furthermore, Panoche Drainage District has

programs in place to monitor groundwater quality and depth to groundwater for its wells that may pump into the DMC under a Warren Act Contract.

WHEREAS, Reclamation's policy requires the District to reimburse certain costs incurred by Reclamation at the request of the District, such as costs associated with development and administration of Warren Act contracts.

WHEREAS, the Board of Directors of the District has previously considered the standard form of Letter Agreement historically required by Reclamation ("Letter Agreement"), the terms of which provide for the District to reimburse Reclamation for costs associated with the analysis, development and administration of Warren Act contract requests made by the District, including the Warren Act contract mentioned hereinabove.

WHEREAS, the District has reviewed the 2018-2023 Warren Act Contract in light of its expectations for no substantive changes between that contract and the expected 2023-2028 Warren Act Contract and the provisions of CEQA and has considered whether any direct or indirect physical change to the environment will result from entering into the 2023-2028 Warren Act Contract, and has considered whether entering into the 2023-2028 Warren Act Contract may possibly have a significant effect on the environment.

WHEREAS, entry into the 2023-2028 Warren Act contract for purposes of stabilizing the supply available under the District's CVP contract will result in continued operation of existing facilities with no expansion of use.

**NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:**

1. Declaration of Board. The Board of Directors of the Panoche Water District hereby finds and determines the above Recitals are true and correct and are incorporated herein by this reference.
2. CEQA Exemption Findings. Executing the 2023-2028 Warren Act Contract is statutorily exempt from compliance with CEQA as provided in the California Public Resources Code and implemented through Title 14 of the California Code of Regulations, Sections 15260 through 15285, with particular reference to Section 15261, subdivision (a), because it is merely a continuation of a project approved, funded, and fully operated prior to November 23, 1970, and no modification or alteration in the CVP or the amount of CVP Water delivered is proposed. Execution of the 2023-2028 Warren Act Contract is categorically exempt from CEQA as provided in Title 14 of the California Code of Regulations, Section 15300 through 15333, with particular reference to Section 15301, because it provides for the continued operation of existing facilities with no expansion of the District's current water use or infrastructure.
3. Contract for Conveyance of Non-Project Water. The President and Secretary of the District are hereby authorized to execute and deliver a 2023-2028 Warren Act Contract in substantially the form of Contract No. 20-WC-20-5643, subject to such further revisions, omissions and deletions as the President and Secretary may require prior to execution, said execution providing conclusive proof of the approval of said executing officers.

4. Letter Agreement for Reimbursement of Costs. If required by Reclamation, the President and Secretary of the District are hereby authorized to execute and deliver a Letter Agreement on substantially similar terms historically presented by Reclamation to the District, subject to such revisions, omissions and deletions as the President and Secretary may require prior to execution, said execution providing conclusive proof of the approval of said executing officers.

5. Resolution to be Conformed. Should Reclamation require any specific material change in language to the 2023-2028 Warren Act Contract or additional information to be set forth in this Resolution, such language and information is deemed incorporated here as though fully set forth, with the requirement of amendment or re-adoption of this Resolution.

6. Further Action. The President, Secretary, and General Manager, or any staff member of the District authorized by the General Manager, are hereby authorized to do any and all things and to execute and deliver any and all documents, which they may deem necessary or advisable in order to give effect to and comply with the terms and intent of this Resolution, the 2023-28 Warren Act Contract and the Letter Agreement or any successors or amendments thereto. The General Manager is further directed and authorized to prepare and file a Notice of Exemption with the Fresno County Clerk consistent with the findings in this Resolution.

PASSED AND ADOPTED this 13<sup>th</sup> day of September 2022, in a duly noticed and open meeting of the Board of Directors by the following vote, to wit:

Ayes:  
Nays:  
Abstain:  
Absent:

BACK

\_\_\_\_\_  
John Bennett, President

Attest: \_\_\_\_\_  
???, Secretary





# United States Department of the Interior

BUREAU OF RECLAMATION  
2800 Cottage Way  
Sacramento, CA 95825-1898



IN REPLY REFER TO:

**MAY 26 2020**

CGB-440  
2.2.4.22

Mr. John Bennett  
President  
Panoche Water District  
52027 West Althea Ave.  
Firebaugh, California 93622

Subject: Transmittal of 2018-2023 (5-Year) Temporary Warren Act Contract Number 20-WC-20-5643 for Conveyance of Non-Project Water (Delta-Mendota Canal Groundwater Pump-in Program). Delta Division and San Luis Unit, Central Valley Project, California

Dear Mr. Bennett:

Enclosed is an executed original of the subject contract for your records. The Bureau of Reclamation would like to take this opportunity to thank you for your time and effort in completing the necessary steps to execute this contract.

If there are any questions, please contact Ms. Mary James, Repayment Specialist, at [mjames@usbr.gov](mailto:mjames@usbr.gov) or (209)-836-6279.

Sincerely,

Ernest A. Conant  
Regional Director

Enclosure

Temporary Warren Act Contract – Year 2018 - 2023  
Irrigation and M&I  
Contract No. 20-WC-20-5643

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

TEMPORARY CONTRACT BETWEEN THE UNITED STATES  
AND  
PANOCHE WATER DISTRICT  
PROVIDING FOR MULTI-YEAR STORAGE AND  
CONVEYANCE OF NON-PROJECT WATER

Table of Contents

BACK

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
	Preamble	
	Explanatory Recitals	
1	Definitions.....	2-5
2	Term of Contract .....	5-6
3	Introduction, Storage, Conveyance, and Delivery of Non-Project Water .....	6-10
4	Measurement of Non-Project Water.....	10-11
5	Operation and Maintenance by Operating Non-Federal Entity .....	11-12
6	Payments and Adjustments .....	12-14
7	Medium for Transmitting Payments.....	14
8	Excess Capacity.....	15
9	Acreage Limitation Provisions.....	15-16
10	Receipt and Distribution of Non-Project Water – Sale, Transfer, or Exchange of Non-Project Water .....	16
11	Water Conservation .....	16-17
12	United States Not Liable.....	17-18
13	Opinions and Determinations.....	18-19
14	Protection of Water and Air Quality.....	19-20
15	Charges for Delinquent Payments .....	20
16	Equal Employment Opportunity .....	20-21
17	Certification of Non-Segregated Facilities .....	22
18	Compliance with Civil Rights Laws and Obligations .....	22-23
19	General Obligation – Benefits Conditioned Upon Payment.....	23
20	Books, Records, and Reports .....	23-24
21	Contingent upon Appropriations or Allotment of Funds.....	24
22	Assignment Limited – Successors and Assigns Obligated .....	24



Temporary Warren Act Contract – Year 2018 - 2023  
Irrigation and M&I  
Contract No. 20-WC-20-5643

Table of Contents – continued

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
23	Officials Not to Benefit.....	24
24	Changes in Contractor's Organization.....	24
25	Notices .....	24
26	Incorporation of Exhibits .....	25
27	Contract Drafting Considerations.....	25
	Signature Page.....	26

Exhibit A – Contractor's Boundary Map

Exhibit B – Storage and Conveyance Rates

Exhibit C – Source(s) of Contractor's Non-Project Water

Exhibit D – Quality Assurance Project Plan – Delta-Mendota Canal

Temporary Warren Act Contract – Year 2018 - 2023

Irrigation and M&amp;I

Contract No. 20-WC-20-5643

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

TEMPORARY CONTRACT BETWEEN THE UNITED STATES  
AND  
PANOCHÉ WATER DISTRICT  
PROVIDING FOR MULTI-YEAR STORAGE AND  
CONVEYANCE OF NON-PROJECT WATER

THIS CONTRACT, made this 26 day of MAY, 2020,

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 of 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 PANOCHÉ  
WATER DISTRICT, hereinafter referred to as the Contractor;

WITNESSETH, That:

EXPLANATORY RECITALS

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

Contract No. 20-WC-20-5643

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

[2<sup>nd</sup>] WHEREAS, the Contractor asserts a right to a Non-Project Water supply as described in Exhibit C, for Irrigation and Municipal and Industrial (M&I) 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 San Luis Unit and Delta Division, Central Valley Project; and

[3<sup>rd</sup>] 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

[4<sup>th</sup>] 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

[5<sup>th</sup>] WHEREAS, the environmental compliance requirements for the execution of this Contract have been met by Environmental Assessment Number 18-007 entitled "Delta-Mendota Canal Groundwater Pump-in Program Revised Design Constraints," which resulted in a Finding of No Significant Impact Number 18-007 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:

Contract No. 20-WC-20-5643

- 39                   (a)     “Calendar Year” shall mean the period January 1 through December 31,  
40 both dates inclusive;
- 41                   (b)     “Contracting Officer” shall mean the Secretary of the Interior’s duly  
42 authorized representative acting pursuant to this Contract or applicable Reclamation law or  
43 regulation;
- 44                   (c)     “Contractor’s Boundaries” shall mean the geographic area within which  
45 the Contractor is authorized to serve Non-Project Water as set forth on Exhibit A, which may be  
46 modified in accordance with Article 24, without amendment of this Contract;
- 47                   (d)     “Eligible Lands” shall mean all lands to which Irrigation Water may be  
48 delivered in accordance with Section 204 of the RRA;
- 49                   (e)     “Excess Capacity” shall mean capacity in the Project Facilities in excess  
50 of that needed to meet the Project’s authorized purposes, as determined solely by the Contracting  
51 Officer, which may be made available to store and/or convey and deliver Non-Project Water;
- 52                   (f)     “Full-Cost Lands” shall mean landholdings described in Sections  
53 205(a)(3) and 202(3) of the RRA;
- 54                   (g)     “Incremental Fee” shall mean the fee, as set forth in Exhibit B, to be paid  
55 to the United States pursuant to the acreage limitation provisions of the Federal Reclamation  
56 laws for Non-Project Water conveyed through Project Facilities that will be used to irrigate  
57 Ineligible Lands;
- 58                   (h)     “Ineligible Lands” shall mean all lands to which Irrigation Water may not  
59 be delivered in accordance with Section 204 of the RRA;
- 60                   (i)     “Irrigation Water” shall mean Non-Project Water used to irrigate land  
61 primarily for the production of commercial agricultural crops or livestock, and domestic and

Contract No. 20-WC-20-5643

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 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 San Luis Unit and Delta Division, Central Valley Project;

Contract No. 20-WC-20-5643

(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 28, 2023: Provided, That upon written notice to the Contractor, this Contract may be terminated by the Contracting Officer at an earlier date, if the



Contract No. 20-WC-20-5643

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 up to 10,000 acre-feet each Year of Non-Project Water from the source(s) identified in Exhibit C into the Project Facilities: Provided, That at the exclusive discretion of the Contracting Officer, the maximum Contract quantity may be changed without amendment to this Contract; and Provided, furthermore, That the volume of water pumped in any combination by the participating contractors, shall not exceed 50,000 acre-feet cumulatively as analyzed in the 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 Number 18-007 dated May 7, 2018. The United States or the designated Operating Non-Federal Entity shall store and/or convey Non-Project Water through Excess Capacity in the Project Facilities from said point(s) of introduction for delivery to the Contractor at authorized point(s) of delivery on the Delta-Mendota Canal identified in 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 3: 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.

Contract No. 20-WC-20-5643

(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 and 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 a Year, shall incur annually, the appropriate Rates, costs, and/or fees pursuant to Exhibit "B" of this Contract, which shall be updated annually.



Contract No. 20-WC-20-5643

(e.1) All Non-Project Water introduced, but not taken delivery of 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 delivery of by the Contractor within 30 days after such release or conveyance shall be deemed to be unused water. All Non-Project Water either released from or conveyed through Project Facilities upon the Contractor's request and is not accepted 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.

(e.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.

(e.3) In the event that Federal share of San Luis Reservoir fills and capacity is no longer available for the Non-Project Water, the Non-Project Water currently 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

Contract No. 20-WC-20-5643

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

Contract No. 20-WC-20-5643

199 execution of this Contract and with the terms of the applicable operations procedures approved  
200 by the Contracting Officer.

201 MEASUREMENT OF NON-PROJECT WATER

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

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

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

217 (d) Upon the request of either party to this Contract, the Contracting Officer  
218 shall investigate, or cause to be investigated by the Operating Non-Federal Entity, the accuracy  
219 of all measurements of Non-Project Water required by this Contract. If the investigation  
220 discloses errors in the recorded measurements, such errors shall be promptly corrected. If the  
221 investigation discloses that measurement devices are defective or inoperative, the Contracting

Contract No. 20-WC-20-5643

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, 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, store, 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 (Agreement), 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,

Contract No. 20-WC-20-5643

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 operation and maintenance 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



Contract No. 20-WC-20-5643

268 Facilities. Non-Project Water shall not be introduced into Project Facilities by the Contractor  
269 prior to such payment being received by the United States.

270 (b) In the event the quantity of water delivered to the Contractor  
271 exceeds the quantity of Non-Project Water authorized pursuant to subdivision (a) of Article 3 of  
272 this Contract, that additional amount of water shall be deemed Project water delivered to the  
273 Contractor, and an equivalent quantity of water shall be deducted from the Contractor's Project  
274 water supply available thereafter under that certain "Interim Renewal Contract Between the  
275 United States and Panoche Water District Providing for Project Water Service," designated  
276 Contract No. 14-06-200-7864A-IR5, dated February 28, 2017, and payment shall be made at the  
277 applicable rate identified on Exhibit B to said water service contract. The provisions of this  
278 subdivision are not exclusive and shall not prohibit the United States from exercising any other  
279 remedy, including the early termination of this Contract pursuant to Article 2 of this Contract.

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

Contract No. 20-WC-20-5643

(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 and amounts necessary to cover the Contractor's operations, maintenance and administrative costs associated with conveyance, delivery and accounting of the water delivered.

#### 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.

Contract No. 20-WC-20-5643

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



Contract No. 20-WC-20-5643

336 discretionary provisions of the RRA. The Rates for furnishing water to irrigate such Eligible  
337 Lands are identified as Irrigation Cost of Service, RRA Full Cost 202(3), and RRA Full Cost  
338 205(a)(3) on Exhibit B.

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

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

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

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

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

358 WATER CONSERVATION

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

Contract No. 20-WC-20-5643

(b) The parties hereto acknowledge and agree that pursuant to Contract No. 14-06-200-7864A-IR5, "Interim Renewal Contract Between the United States and Panoche Water District Providing for Project Water Service," dated February 28, 2017, 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 shall be subject to the same water conservation requirements as the Project Water under Contract No. 14-06-200-7864A-IR5.

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

Contract No. 20-WC-20-5643

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 12 shall be construed as an assumption of liability by the Contractor with respect to such matters.

#### OPINIONS AND DETERMINATIONS

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

(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

Contract No. 20-WC-20-5643

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

#### PROTECTION OF WATER AND AIR QUALITY

14. (a) Project Facilities used to 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) Exhibit D identifies the minimum water quality standards for monitoring the quality of Non-Project Water introduced by the Contractor into Project Facilities. Exhibit E identifies the laboratories approved by the Contracting Officer that are to be used for conducting water quality analyses. The Contractor is responsible for sampling and analytical costs



Contract No. 20-WC-20-5643

associated with evaluating quality of the Non-Project Water. Non-Project Water introduced into Project Facilities for purposes of water quality testing is considered Project water.

(f) At all times during the term of this Contract, the Contractor shall be in compliance with the requirements of the then-current Plan prepared by the Contracting Officer to monitor Non-Project Water introduced into and stored and/or 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.

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

#### CHARGES FOR DELINQUENT PAYMENTS

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

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

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

#### EQUAL EMPLOYMENT OPPORTUNITY

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

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor

Contract No. 20-WC-20-5643

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

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

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

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

(e) 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.

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

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of 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.

Contract No. 20-WC-20-5643

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



Contract No. 20-WC-20-5643

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 18 and that the United States reserves the right to seek judicial enforcement thereof.

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

#### GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

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

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

#### BOOKS, RECORDS, AND REPORTS

20. (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.



Contract No. 20-WC-20-5643

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

594 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

600 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

604 OFFICIALS NOT TO BENEFIT

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

608 CHANGES IN CONTRACTORS ORGANIZATION

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

614 NOTICES

615 25. Any notice, demand, or request authorized or required by this Contract shall be  
616 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or  
617 delivered to Bureau of Reclamation, Area Manager, South-Central California Area Office, 1243  
618 N Street, Fresno, California 93721-1813, and on behalf of the United States, when mailed,  
619 postage prepaid, or delivered to Panoche Water District, 52027 West Althea Avenue, Firebaugh,  
620 California 93622. The designation of the addressee or the address may be changed by notice  
621 given in the same manner as provided in this Article 25 for other notices.

Contract No. 20-WC-20-5643

622

INCORPORATION OF EXHIBITS

623

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

624

625

CONTRACT DRAFTING CONSIDERATIONS

626

27. This Contract has been negotiated and reviewed by the parties hereto, each of

627

whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles

628

of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party

629

shall be considered to have drafted the stated articles.

Contract No. <sup>20</sup>18-WC-20-<sup>5643</sup>5251

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

632 **APPROVED AS TO LEGAL FORM AND  
SUFFICIENCY - REVIEWED BY:**

*BH*

Digitally signed by BRIAN  
HUGHES  
Date: 2020.06.18 11:27:38  
-07'00'

**OFFICE OF THE REGIONAL SOLICITOR  
DEPARTMENT OF THE INTERIOR**

**TIME STAMP:** 1:37 pm, May 11 2020

UNITED STATES OF AMERICA

By: *[Signature]*  
Regional Director, Mid-Pacific Region  
Bureau of Reclamation

636  
637 (SEAL)

PANOCHÉ WATER DISTRICT

By: *[Signature]*  
President of the Board of Directors

638  
639  
640 Attest:

641 By: *[Signature]*  
642 Secretary of the Board of Directors

Contract No. <sup>20</sup>~~18~~-WC-20-<sup>563</sup>~~5251~~


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

632 UNITED STATES OF AMERICA

633 By:   
634 Regional Director, Mid-Pacific Region  
635 Bureau of Reclamation

636 PANOCHÉ WATER DISTRICT  
637 (SEAL)

638 By:   
639 President of the Board of Directors  
640 Attest:

641 By:   
642 Secretary of the Board of Directors

## **PANOCHÉ WATER DISTRICT RESOLUTION NO. 742 -18**

### **RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF 5-YEAR CONTRACT BETWEEN THE UNITED STATES AND PANOCHÉ WATER DISTRICT PROVIDING FOR STORAGE AND CONVEYANCE OF NON-PROJECT WATER, PURSUANT TO WARREN ACT, AND AUTHORIZING OTHER ACTIONS RELATED THERETO**

---

WHEREAS, since approximately 1990, the Panoche Water District (the "District") has suffered chronic shortages in the water supply available from the Central Valley Project ("CVP") to the District pursuant to its water service contract with the United States.

WHEREAS, the District's CVP contract supply is a supplemental supply, providing up to 94,000 acre-feet for irrigation at full contract quantity, which is an inadequate supply for many crops.

WHEREAS, Reclamation's initial allocation for CVP water service contractors for irrigation for the water year commencing March 1, 2018, is 20%; to date the water year has been below normal, significant regulatory constraints on CVP operations affecting the water supply available to the District are expected; and therefore, the District's water service contract allocation for irrigation is not expected to reach the full contract quantity.

WHEREAS, the District anticipates that hydrologic and/or regulatory constraints are likely to mean that the District also will not receive its full contract quantity at any time during the next five years.

WHEREAS, that certain Temporary Contract Between the United States and Panoche Water District Providing for Storage and/or Conveyance of Non-Project Water, Contract No. 13-WC20-4386, of up to 10,000 acre feet of groundwater from specified sources identified in Exhibit "C" to the contract that are made available or acquired by and delivered to the District over a five-year term (the "2013-2018 Warren Act Contract") expired on February 28, 2018.

WHEREAS, the District anticipates that Reclamation will offer to enter into a 2018-2023 Warren Act Contract under substantially similar terms and conditions as the 2013-2018 Warren Act Contract, except that the 2018-2023 Warren Act Contract will restrict the quantity of groundwater available for pumping by establishing new triggers related to CVP allocation and Depth to Groundwater.

WHEREAS, the District's action in negotiating and executing the 2018-2023 Warren Act Contract will allow for conveyance of non-project water in federal facilities when and if such water is developed or acquired by the District to help offset shortages in District supplies.



WHEREAS, the District has policies in place to discourage the production of drainwater, to manage subsurface drainage, and to promote the efficient use of water to meet crop demand within the District, and use of water transferred into the District will not increase drainage production, degrade existing groundwater, cause the conversion of lands not previously farmed or increase the supply of water utilized within the District above the District's historic crop demand. Furthermore, Panoche Drainage District has programs in place to monitor groundwater quality and depth to groundwater for its wells that may pump into the DMC under a Warren Act Contract.

WHEREAS, Reclamation's policy requires the District to reimburse certain costs incurred by Reclamation at the request of the District, such as costs associated with development and administration of Warren Act contracts.

WHEREAS, the Board of Directors of the District has previously considered the standard form of Letter Agreement historically required by Reclamation ("Letter Agreement"), the terms of which provide for the District to reimburse Reclamation for costs associated with the analysis, development and administration of Warren Act contract requests made by the District, including the Warren Act contract mentioned hereinabove.

WHEREAS, entry into the 2018-2023 Warren Act contract for purposes of stabilizing the supply available under the District's CVP contract will result in continued operation of existing facilities with no expansion of use.

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:

Section 1. Declaration of Board. The Board of Directors of the District hereby specifically finds and declares that the statements, findings, and determinations of the District set forth in the preambles above are true and correct.

Section 2. Contract for Conveyance of Non-Project Water. The President and Secretary of the District are hereby authorized to execute and deliver a 2018-2023 Warren Act Contract in substantially the form of Contract No. 12-WC-20-4386, subject to such further revisions, omissions and deletions as the President and Secretary may require prior to execution, said execution providing conclusive proof of the approval of said executing officers.

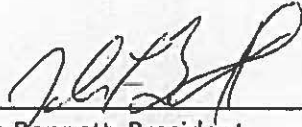
Section 3. Letter Agreement for Reimbursement of Costs. If required by Reclamation, the President and Secretary of the District are hereby authorized to execute and deliver a Letter Agreement on substantially similar terms historically presented by Reclamation to the District, subject to such revisions, omissions and deletions as the President and Secretary may require prior to execution, said execution providing conclusive proof of the approval of said executing officers.

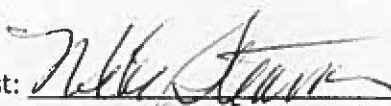
Section 4. Resolution to be Conformed. Should Reclamation require any specific language or additional information to be set forth in the Resolution authorizing execution of the 2018-23 Warren Act Contract, such language and information is deemed incorporated here as though fully set forth, with the requirement of amendment or re-adoption of this Resolution.

Section 5. Further Action. The President, Secretary, and General Manager, or any staff member of the District authorized by the General Manager, are hereby authorized to do any and all things and to execute and deliver any and all documents, which they may deem necessary or advisable in order to give effect to and comply with the terms and intent of this Resolution, the 2018-2023 Warren Act Contract and the Letter Agreement or any successors or amendments thereto.

PASSED AND ADOPTED this 13th day of March, 2018, by the following vote:

AYES:	Bennett, Redfern-West, Stearns, Linneman
NAYES:	None
ABSTAIN:	Koda
ABSENT:	None

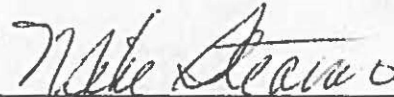
  
\_\_\_\_\_  
John Bennett, President  
PANOCHÉ WATER DISTRICT

Attest:   
\_\_\_\_\_  
Michael Stearns, Secretary  
PANOCHÉ WATER DISTRICT

**CERTIFICATE OF SECRETARY  
OF  
PANOCHÉ WATER DISTRICT  
A California Water District**

I, MICHAEL STEARNS, do hereby certify that I am the duly authorized and appointed Secretary of the Panoche Water District, a California Water District (the "District"); that the preceding is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District at a meeting duly called and held on the 13<sup>th</sup> of March, 2018; and that said resolution has not been rescinded and remains in full force and effect as the date hereof.

IN WITNESS WHEREOF, I have executed this Certificate on this 28 of Feb 2020

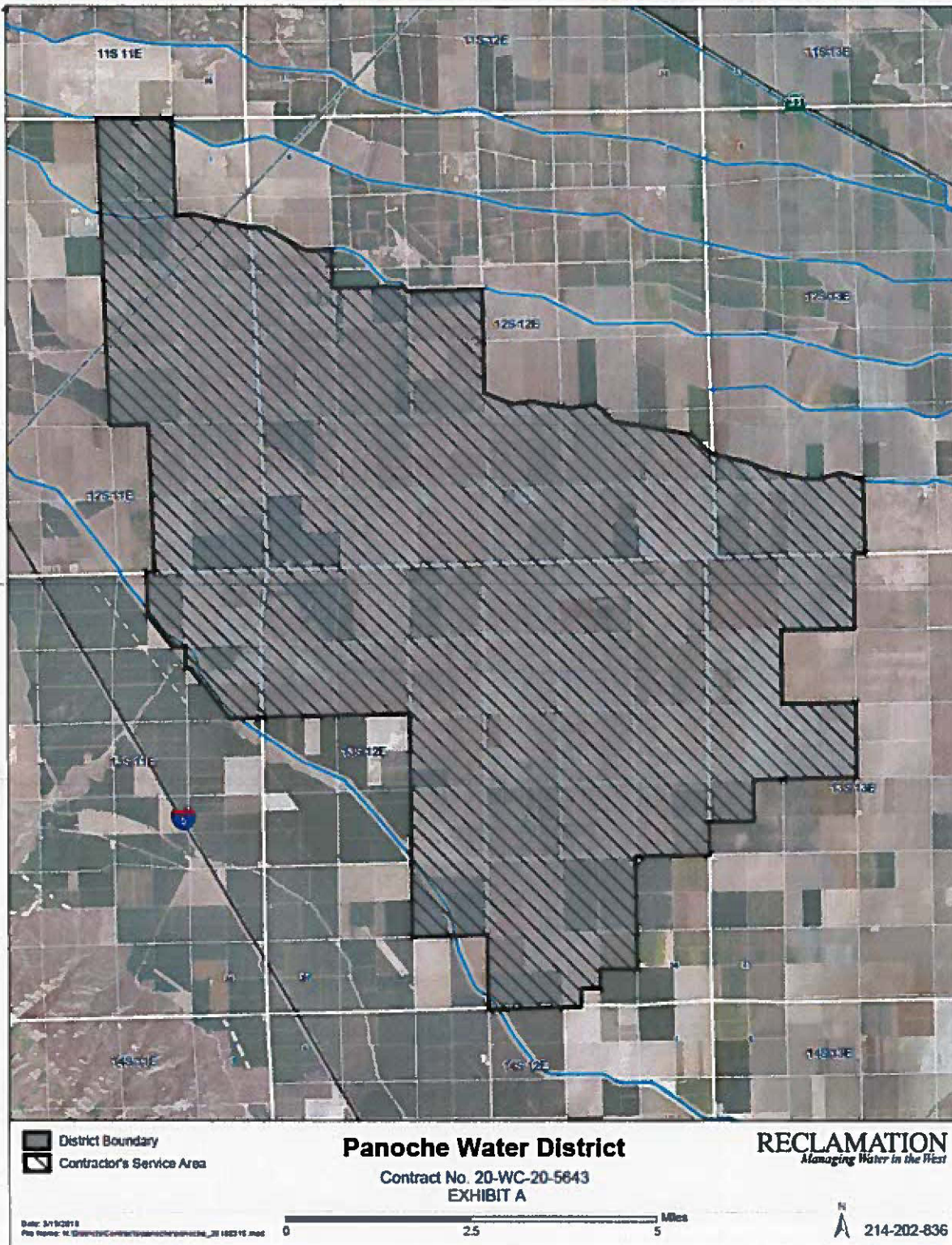
A handwritten signature in cursive script, reading "Mike Stearns", is written over a horizontal line.

Michael Stearns, Secretary  
Panoche Water District



Contract No. 20-WC-20-5643

**EXHIBIT A**  
**CONTRACTOR'S BOUNDARY MAP**



Temporary Warren Act Contract – Year 2018  
Irrigation and M&I  
Contract No. 20-WC-20-5643

**EXHIBIT B**  
**PANOCHE WATER DISTRICT**  
**YEAR 2020 STORAGE AND CONVEYANCE RATES**

Delta Mendota Canal (DMC) and San Luis Canal (SLC)  Cost Components	(Per Acre-Foot)										Carryover (7)	
	(1)		(2)		(3)		(4)		(5)		Irrigation	M&I
	Irrigation Cost of Service		RRA Full Cost 202(3)		RRA Full Cost 205(a)(3)		Incremental Fee		M&I Cost of Service		J(e) Rate Non-Project Carryover Storage (2019 into 2020)	J(e) Rate Non-Project Carryover Storage (2019 into 2020)
	DMC	SLC	DMC	SLC	DMC	SLC	DMC	SLC	DMC	SLC		
Water Marketing	\$8.97	\$8.97	\$8.97	\$8.97	\$8.97	\$8.97	\$8.97	\$8.97	\$6.12	\$6.12		
Conveyance O&M <sup>(6)</sup>	-	-	-	-	-	-	-	-	-	-		
Conveyance O&M Sub-Total:	\$8.97	\$8.97	\$8.97	\$8.97	\$8.97	\$8.97	\$8.97	\$8.97	\$6.12	\$6.12		
Other Costs	\$0.90	\$0.90	\$1.36	\$1.36	\$1.54	\$1.54	\$1.54	\$1.54	\$0.15	\$0.15		
Conveyance Construction	\$13.18	\$13.18	\$19.93	\$19.93	\$22.52	\$22.52	\$22.52	\$22.52	\$0.21	\$0.21		
Conveyance Construction Sub-Total:	\$14.08	\$14.08	\$21.29	\$21.29	\$24.06	\$24.06	\$24.06	\$24.06	\$0.36	\$0.36		
<b>Total Water Marketing and Conveyance:</b>	<b>\$23.05</b>	<b>\$23.05</b>	<b>\$30.26</b>	<b>\$30.26</b>	<b>\$33.03</b>	<b>\$33.03</b>	<b>\$33.03</b>	<b>\$33.03</b>	<b>\$6.48</b>	<b>\$6.48</b>		
O'Neill	N/A	\$2.17	N/A	\$3.28	N/A	\$3.71	N/A	\$3.71	N/A	\$0.05		
Dos Amigos	N/A	\$4.01	N/A	\$6.06	N/A	\$6.85	N/A	\$6.85	N/A	\$0.12		
<b>Total Conveyance Pumping:</b>	<b>\$0.00</b>	<b>\$6.18</b>	<b>\$0.00</b>	<b>\$9.34</b>	<b>\$0.00</b>	<b>\$10.56</b>	<b>\$0.00</b>	<b>\$10.56</b>	<b>\$0.00</b>	<b>\$0.17</b>		
Storage O&M	\$18.01	\$18.01	\$18.01	\$18.01	\$18.01	\$18.01	\$18.01	\$18.01	\$14.99	\$14.99	\$18.01	\$14.99
Storage Construction	\$10.92	\$10.92	\$16.51	\$16.51	\$18.66	\$18.66	\$18.66	\$18.66	\$0.19	\$0.19	\$10.92	\$0.19
Storage Sub-Total:	\$28.93	\$28.93	\$34.52	\$34.52	\$36.67	\$36.67	\$36.67	\$36.67	\$15.18	\$15.18	\$28.93	\$15.18
<b>Total Conveyance &amp; Storage:</b>	<b>\$51.98</b>	<b>\$58.16</b>	<b>\$64.78</b>	<b>\$74.12</b>	<b>\$69.70</b>	<b>\$80.26</b>	<b>\$69.70</b>	<b>\$80.26</b>	<b>\$21.66</b>	<b>\$21.83</b>	<b>\$28.93</b>	<b>\$15.18</b>

- (1) The Irrigation Cost of Service Rate is applicable to Eligible Lands that are entitled to receive Irrigation water at other than a Full-Cost Rate
- (2) The RRA Section 202(3) Full Cost Rate is applicable to a Qualified Recipient or to a Limited Recipient (as those terms are defined in Section 202 of the RRA) receiving Irrigation Water on or before October 1, 1981
- (3) The RRA Section 205(a)(3) Full Cost Rate is applicable to a Limited Recipient (as that term is defined in Section 202 of the RRA) that did not receive Irrigation Water on or before October 1, 1981, and those prior law landholders leasing land in excess of their entitlement
- (4) The Incremental Fee is applicable to Ineligible Lands pursuant to subdivision (b) of Article 9 of this Contract. (Incremental Fee requirements for Ineligible Lands are set forth in 43 CFR 426.15)
- (5) The M&I Cost of Service Rate is applicable to Non-Project Water delivered for municipal and industrial purposes. See definitions of "Municipal and Industrial Water" in subdivision (f) of Article 1 of this Contract
- (6) Except for contractors who receive water through Folsom-South Canal (see Schedule A-8), conveyance and conveyance pumping operation and maintenance costs will be billed directly to the Authorities
- (7) J(e) rate - Storage O&M plus Storage Construction: All Non-Project Water remaining in the Project Facilities at the end of a Year, shall incur annually, the appropriate Rates, costs, and/or fees pursuant to Exhibit "B" of this Contract, which shall be updated annually.

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



Temporary Warren Act Contract – Year 2018  
Irrigation and M&I  
Contract No. 20-WC-20-5643

## **EXHIBIT C**

### **SOURCE(S) OF CONTRACTOR'S NON-PROJECT WATER PANOCHÉ WATER DISTRICT**

The source of the Contractor's Non-Project Water supply is Groundwater from wells located on the Delta-Mendota Canal (DMC) and San Luis Canal (SLC) as described herein below:

**Points of Introduction:** For the period May, 2018 through February 28, 2023, 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-80.03L, MP-80.03R, MP-99.24L, MP-100.70L

**Points of Delivery:** In accordance with an approved schedule, Reclamation will convey the Contractor's Non-Project Water in the DMC and SLC 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):

**DMC:** MP-93.25R, MP-26.70R

**SLC:** MP-92.16L, MP-96.15L, MP-97.51L, MP-100.48L, MP-102.64L

Temporary Warren Act Contract – Year 2018  
Irrigation and M&I  
Contract No. 20-WC-20-5643

## **EXHIBIT D**

### **WATER QUALITY STANDARDS**

# RECLAMATION

*Managing Water in the West*

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



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

Revised: 20 Mar 2018

### **Mission Statements**

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

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

## Contents

Introduction.....	4
Definitions.....	5
Background .....	5
Monitoring Mission and Goals .....	6
Study Area .....	6
Water Quality Monitoring Plan .....	6
Water Quality Standards .....	6
Real-time Monitoring.....	7
In-Canal Sampling .....	7
Source Sampling .....	7
Maximum Allowable Concentrations .....	8
Groundwater Level Monitoring Plan .....	8
Groundwater Level Monitoring .....	8
Groundwater Level Constraints .....	8
Groundwater Data Requirements.....	8
Access .....	9
Revision .....	9

## Introduction

The overall supply of Central Valley Project (CVP) water has been reduced by drought and restrictions on pumping from the Sacramento-San Joaquin Delta. Under the Warren Act of 1911<sup>1</sup>, U.S. Department of the Interior, Bureau of Reclamation (Reclamation) may execute temporary contracts to convey non-project water in excess capacity in federal irrigation canals.

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

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

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

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

- 1) The DMC will be split into four zones based on severity of historical subsidence:

DMC Zone	Milepost Range
1	0.0 to 24.43
2	24.44 to 70.01
3	70.02 to 99.82
4	99.83 to 116.48

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

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

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

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

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



## Definitions

*Non-Project Water* means surface or ground water:

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

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

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

*Fall/Winter Median Groundwater Level* represents the average historical recovery level for each well. Determined by using groundwater level data recorded in the Fall/Winter after the well has had time to recover from irrigation season. Current historical Fall/Winter Median Groundwater Levels use data through 2016. Reclamation reserves the right to re-evaluate these data, if needed, as new data becomes available.

## Background

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

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

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

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

## **Monitoring Mission and Goals**

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

The general goals of this monitoring plan are:

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

## **Study Area**

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

## **Water Quality Monitoring Plan**

### **Water Quality Standards**

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

specified in the 1998 Basin Plan.<sup>2</sup> The salinity of each source of pump-in water should not exceed 1500 mg/L TDS. The other constituents are mainly agricultural chemicals listed in the California Drinking Water Standards (Title 22)<sup>3</sup>. We are also requiring measurements of boron and sodium that are not included in Title 22.

### **Real-time Monitoring**

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

### **In-Canal Sampling**

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

### **Source Sampling**

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

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

Laboratory analysis for non-project source water is at the expense of the discharger. Reclamation has provided a list of approved laboratories (**Table 5**). These laboratories have passed an audit by Reclamation Mid-Pacific Region Quality Assurance Staff. Samples shall be collected using industry approved field methods. Laboratory reports must be sent to Reclamation and contain appropriate chain of custody and laboratory quality control information. The source of analysis must be clearly labeled on the laboratory report.

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<sup>2</sup> California Regional Water Quality Control Board, Central Valley Region, Fourth Edition of the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins. Revised  
[http://www.waterboards.ca.gov/centralvalley/water\\_issues/basin\\_plans/sacsjr.pdf](http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr.pdf)

<sup>3</sup> California Code of Regulations, Title 22. The Domestic Water Quality and Monitoring Regulations specified by the State of California Health and Safety Code (Sections 4010 4037), and Administrative Code (Sections 64401 et seq.), as amended.  
[http://www.waterboards.ca.gov/drinking\\_water/certlic/drinkingwater/documents/lawbook/dwregulations-2016-09-23.pdf](http://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/lawbook/dwregulations-2016-09-23.pdf)

Reclamation will not provide funding for source sampling. This analysis is the responsibility of the program participants.

### **Maximum Allowable Concentrations**

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

## **Groundwater Level Monitoring Plan**

### **Groundwater Level Monitoring**

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

### **Groundwater Level Constraints**

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

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

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

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

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

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

### **Groundwater Data Requirements**

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



into the DMC until a groundwater level measurement can be recorded and a Fall/Winter Median depth to groundwater level can be developed. New wells may use Fall/Winter Median and Max DTGW levels of nearby wells, upon Reclamation approval, until unique level measurements are established.

## **Access**

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

## **Revision**

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

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

**Table 1. Water Quality Standards, Short List**

Constituent	Units	Maximum Contaminant Level	Detection Limit for Reporting	CAS Registry Number	Recommended Analytical Method
Arsenic	mg/L	0.01 (1)	0.002 (2)	7440-38-2	EPA 200.8
Boron	mg/L	0.7 (13)		7440-42-8	EPA 200.7
Nitrate (as nitrogen)	mg/L	10 (1)	0.4 (2)	7727-37-9	EPA 300.1
Selenium	mg/L	0.002 (10)	0.0004 (2)	7782-49-2	EPA 200.8
Sodium	mg/L	69 (12)		7440-23-5	EPA 200.7
Specific Conductance	µS/cm	1,600 (7)			SM 2510 B
Sulfate	mg/L	500 (7)		14808-79-8	EPA 300.1
Total Dissolved Solids	mg/L	1,000 (7)			SM 2540 C

**Sources:**

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

Maximum Contaminant Levels:

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

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

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

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

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

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

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

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

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

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

[https://www.waterboards.ca.gov/drinking\\_water/cert/cdrinkingwater/documents/lawbook/dwregulations-2017-12-29.pdf](https://www.waterboards.ca.gov/drinking_water/cert/cdrinkingwater/documents/lawbook/dwregulations-2017-12-29.pdf)

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

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

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

Sacramento & San Joaquin River Basin Plan 2009

[http://www.waterboards.ca.gov/centralvalley/water\\_issues/basin\\_plans/sacsr.pdf](http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsr.pdf)

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

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

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

Water Quality Standards for Agriculture 1985

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

revised: 05 July 2017

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

Table 2. Water Quality Standards, Title 22

Constituent	Units	Maximum Contaminant Level	Detection Limit for Reporting		CAS Registry Number	Recommended Analytical Method
Primary						
Aluminum	mg/L	1 (1)	0.05	(2)	7429-90-5	EPA 200.7
Antimony	mg/L	0.006 (1)	0.006	(2)	7440-36-0	EPA 200.8
Arsenic	mg/L	0.010 (1)	0.002	(2)	7440-38-2	EPA 200.8
Asbestos	MFL	7 (1)	0.2 MFL>10um	(2)	1332-21-4	EPA 100.2
Barium	mg/L	1 (1)	0.1	(2)	7440-39-3	EPA 200.7
Beryllium	mg/L	0.004 (1)	0.001	(2)	7440-41-7	EPA 200.7
Cadmium	mg/L	0.005 (1)	0.001	(2)	7440-43-9	EPA 200.7
Chromium, total	mg/L	0.05 (1)	0.01	(2)	7440-47-3	EPA 200.7
Cyanide	mg/L	0.15 (1)	0.1	(2)	57-12-5	EPA 335.2
Fluoride	mg/L	2.0 (1)	0.1	(2)	16984-48-8	EPA 300.1
Mercury	mg/L	0.002 (1)	0.001	(2)	7439-97-6	EPA 245.1
Nickel	mg/L	0.1 (1)	0.01	(2)	7440-02-0	EPA 200.7
Nitrate (as nitrogen)	mg/L	10 (1)	0.4	(2)	7727-37-9	EPA 300.1
Nitrate + Nitrite (sum as nitrogen)	mg/L	10 (1)			14797-55-8	EPA 353.2
Nitrite (as nitrogen)	mg/L	1 (1)	0.4	(2)	14797-65-0	EPA 300.1
Perchlorate	mg/L	0.006 (1)	0.004	(2)	14797-73-0	EPA 314/331/332
Selenium	mg/L	0.002 (10)	0.0004		7782-49-2	EPA 200.8
Thallium	mg/L	0.002 (1)	0.001	(2)	7440-28-0	EPA 200.8
Secondary						
Aluminum	mg/L	0.2 (6)			7429-90-5	EPA 200.7
Color	units	15 (6)				EPA 110
Copper	mg/L	1.0 (6)	0.05	(8)	7440-50-8	EPA 200.7
Foaming Agents (MBAS)	mg/L	0.5 (6)				
Iron	mg/L	0.3 (6)			7439-89-6	EPA 200.7
Manganese	mg/L	0.05 (6)			7439-96-5	EPA 200.7
Methyl-tert-butyl ether (MTBE)	mg/L	0.013 (4)			1634-04-4	EPA 502.2/524.2
Odor -threshold	units	3 (6)				SM 2150B
Silver	mg/L	0.1 (6)			7440-22-4	EPA 200.7
Thiobencarb	mg/L	0.001 (6)			28249-77-6	EPA 527
Turbidity	units	5 (6)				EPA 190.1/SM2130B
Zinc	mg/L	5 (6)			7440-66-6	EPA 200.7
Total Dissolved Solids	mg/L	1,000 (7)				SM 2540 C
Specific Conductance	µS/cm	1,600 (7)				SM 2510 B
Chloride	mg/L	500 (7)			16887-00-6	EPA 300.1
Sulfate	mg/L	500 (7)			14808-79-8	EPA 300.1
Other Required Analyses						
Boron	mg/L	0.7 (13)			7440-42-8	EPA 200.7
Lead	mg/L	0.015 (8)	0.005	(8)	7439-92-1	EPA 200.8
Molybdenum	mg/L	0.01 (11)			7439-98-7	EPA 200.7
Sodium	mg/L	69 (12)			7440-23-5	EPA 200.7
Radioactivity						
Gross Alpha	pCi/L	15 (3)	3	(3)		SM 7110C

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

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



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

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

**Sources:**

Recommended Analytical Methods:

<https://www.neml.gov/home/>

Maximum Contaminant Levels:

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

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

[https://www.waterboards.ca.gov/drinking\\_water/cert/cdrinkingwater/documents/lawbook/dwregulations-2017-12-29.pdf](https://www.waterboards.ca.gov/drinking_water/cert/cdrinkingwater/documents/lawbook/dwregulations-2017-12-29.pdf)

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

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

[http://www.waterboards.ca.gov/centralvalley/water\\_issues/basin\\_plans/sacsir.pdf](http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsir.pdf)

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

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

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

revised: 29 December 2017

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

**Table 3. Reclamation Real-time Salinity Monitoring Stations**

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

**Key:**

CDEC: California Data Exchange Center

CVO: Central Valley Operations Office

**Delta-Mendota Canal**  
**Non-Project Surface Water Pump-In Program**  
**Water Quality Monitoring Plan**

**Table 4. Reclamation Water Quality Monitoring Stations**

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

**Key:**

CVO: Central Valley Operations Office

EC: Electrical conductivity

Reclamation: MP-157 Environmental Monitoring Branch

# RECLAMATION

*Managing Water in the West*

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

<b>APPL Laboratory</b>	<b><u>Address</u></b>	908 North Temperance Avenue, Clovis, CA 93611
	<b><u>Contact</u></b>	Renee' Patterson, Project Manager
	<b><u>P/F</u></b>	(559) 275-2175 / (559) 275-4422
	<b><u>Email</u></b>	rpatterson@applinc.com; danderson@applinc.com;
	<b><u>Methods</u></b>	Approved for inorganic and organic parameters in water and soil
<b>Basic Laboratory</b>	<b><u>Address</u></b>	2218 Railroad Avenue Redding, CA 96001 USA
	<b><u>Contact</u></b>	Josh Kirkpatrick, Nathan Hawley, Melissa Hawley
	<b><u>P/F</u></b>	(530) 243-7234 / (530) 243-7494
	<b><u>Email</u></b>	jkirkpatrick@basiclab.com (QA and PM); nhawley@basiclab.com, mhawley@basiclab.com (invoices); poilar@basiclab.com (sample custody), khawley@basiclab.com (sample custody)
	<b><u>Methods</u></b>	Approved for inorganic/organic parameters
<b>California Laboratory Services</b>	<b><u>Address</u></b>	3249 Fitzgerald Road Rancho Cordova, CA 95742
	<b><u>Contact</u></b>	Scott Furnas
	<b><u>P/F</u></b>	(916) 638-7301 / (916) 638-4510
	<b><u>Email</u></b>	janetm@californialab.com (QA); scottf@californialab.com (PM)
	<b><u>Methods</u></b>	Approved for inorganic, organic, and microbiological parameters
<b>Calscience Environmental Laboratories</b>	<b><u>Address</u></b>	7440 Lincoln Way, Garden Grove, CA 92841
	<b><u>Contact</u></b>	Don Burley
	<b><u>P/F</u></b>	714-895-5494 (ext. 203) / 714-894-7501
	<b><u>Email</u></b>	<a href="mailto:DBurley@calscience.com">DBurley@calscience.com</a>
	<b><u>Methods</u></b>	Approved for inorganic and organic parameters in water, sediment, and soil
<b>Caltest Analytical Laboratory</b>	<b><u>Address</u></b>	1885 N. Kelly Rd. Napa, CA 94558
	<b><u>Contact</u></b>	Mike Hamilton, Patrick Ingram (Lab Director)
	<b><u>P/F</u></b>	(707) 258-4000 / (707) 226-1001
	<b><u>Email</u></b>	Mike_Hamilton@caltestlabs.com; Patrick_Ingram@caltestlabs.com info@caltestlabs.com
	<b><u>Methods</u></b>	Approved for inorganic and microbiological parameters
<b>Eurofins Eaton Analytical, Inc. (formerly MWH Laboratories)</b>	<b><u>Address</u></b>	750 Royal Oaks Drive Ste. 100 Monrovia, CA 91016 USA
	<b><u>Contact</u></b>	Linda Geddes (Project Manager), Rick Zimmer (quotes)
	<b><u>P/F</u></b>	(626) 386-1100, Linda - (626) 386-1163, Rick - (626) 386-1157
	<b><u>Email</u></b>	<a href="mailto:lindageddes@eurofinsus.com">lindageddes@eurofinsus.com</a>
	<b><u>Methods</u></b>	Approved for all inorganic, organic, and radiochemistry parameters in water
<b>Fruit Growers Laboratory</b>	<b><u>Address</u></b>	853 Corporation Street Santa Paula, CA 93060 USA
	<b><u>Contact</u></b>	David Terz, QA Director
	<b><u>P/F</u></b>	(805) 392-2024 / (805) 525-4172
	<b><u>Email</u></b>	<a href="mailto:davidt@fglinc.com">davidt@fglinc.com</a>
	<b><u>Methods</u></b>	Approved for general physical analysis in soils and most inorganic and organic parameters in water and soil; not approved for mercury in water or silver in soil.



# RECLAMATION

*Managing Water in the West*

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

<b>Sierra Foothill Laboratory, Inc.</b>	<b><u>Address</u></b>	255 Scottsville Blvd. Jackson, CA 95642
	<b><u>Contact</u></b>	Sandy Nurse (Owner) or Karen Lantz (Program Manager)
	<b><u>P/F</u></b>	(209) 223-2800 / (209) 223-2747
	<b><u>Email</u></b>	sandy@sierrafoothilllab.com, CC: dale@sierrafoothilllab.com
	<b><u>Methods</u></b>	Approved for all inorganic parameters (except low level TKN), microbiological parameters, acute and chronic toxicity.
<b>South Dakota Agricultural Laboratories</b>	<b><u>Address</u></b>	Brookings Biospace, 1006 32nd Avenue, Suites 103,105, Brookings, SD 57006-4728
	<b><u>Contact</u></b>	Regina Wixon, Jessie Davis, Steven Hauger (sample custodian)
	<b><u>P/F</u></b>	(605) 692-7325/(605) 692-7326
	<b><u>Email</u></b>	regina.wixon@sdaglabs.com, annie.mouw@sdaglabs.com, emily.weissenfluh@sdaglabs.com, darin.wixon@sdaglabs.com
	<b><u>Methods</u></b>	Approved for selenium analysis
<b>TestAmerica</b>	<b><u>Address</u></b>	880 Riverside Parkway West Sacramento, CA 95605 USA
	<b><u>Contact</u></b>	Linda Laver
	<b><u>P/F</u></b>	(916) 374-4362 / (916) 372-1059 fax
	<b><u>Email</u></b>	Linda.Laver@TestAmericaInc.com
	<b><u>Methods</u></b>	Approved for all inorganic parameters and hazardous waste organics. Ag analysis in sediment, when known quantity is present, request 6010B
<b>Western Environmental Testing Laboratories</b>	<b><u>Address</u></b>	475 East Greg Street # 119 Sparks, NV 89431 USA
	<b><u>Contact</u></b>	Kurt Clarkson/Logan Greenwood (Client Services), Andy Smith (Lab Director)
	<b><u>P/F</u></b>	(775) 355-0202 / (775) 355-0817
	<b><u>Email</u></b>	kurtc@wetlaboratory.com, logang@wetlaboratory.com, andy@wetlaboratory.com
	<b><u>Methods</u></b>	Approved for inorganic parameters (metals, general chemistry) and coliforms.

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

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

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

## **PANOCHÉ WATER DISTRICT RESOLUTION NO. 818-22**

### **A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT FOR THE EXCHANGE OF WATER BETWEEN THE UNITED STATES AND PANOCHÉ WATER DISTRICT (THE “EXCHANGE AGREEMENT”)**

---

WHEREAS, the United States Operates the Central Valley Project (the “CVP”) for the 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 Rivers and their tributaries; and

WHEREAS, Section 3406(d)(2) of the Central Valley Project Improvement Act (the “CVPIA”) authorizes and directs the Secretary of the Interior to acquire sufficient water supplies necessary to meet the water needs identified in the Dependable Water Supply Needs table for those habitat areas set forth in the Refuge Water Supply Report; and

WHEREAS, the District has entered into a Water Repayment Contract with the Bureau of Reclamation (“Reclamation”), Contract No. 14-06-200-7864A-1R1-P; and

WHEREAS, in accordance with Section 3406(d)(2), the Grassland Water District, in cooperation with Reclamation, first initiated an Incremental Level 4 Groundwater Project in 2008 to help acquire and deliver groundwater of suitable quality for wetland habitat purposes; and

WHEREAS, the Incremental Level 4 Groundwater Project has been reapproved several times by the Grassland Water District and Reclamation, most recently for the five-year period from 2021 to 2026; and

WHEREAS, Reclamation recently made a Finding of No Significant Impact (the “2021 FONSI”) allowing for new water purchase and exchange agreements between Reclamation and parties in the vicinity of South of Delta Refuges, including the District, and allowing for individual wells to be included in a water purchase agreement as well as an exchange agreement and for flexibility in adding and removing wells on an as-needed basis; and

WHEREAS, in January 2021, Grassland Water District, as lead agency under the California Environmental Quality Act (“CEQA”), filed a Notice of Determination that the acquisition of up to 29,000 acre-feet per year of local groundwater supplies and/or exchange of a portion of its surface water for such groundwater supplies, to assist Reclamation in meeting its water supply obligations under the CVPIA (the “Project”), will not have a significant effect on the environment; and

WHEREAS, the District is a responsible agency for the Project under CEQA; and

WHEREAS, Grassland Water District prepared a Negative Declaration for the Project; and



WHEREAS, any and all extraction of groundwater and exchange of water pursuant to the Exchange Agreement has been addressed and the potential environmental impacts analyzed by the Initial Study and resulting Negative Declaration conducted and filed by Grassland Water District.

WHEREAS, that certain Agreement for the Exchange of Water between the United States and Panoche Water District, Contract No. 22-WC-20-5895,) is set to expire on February 28, 2023.

**NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:**

1. The Board of Directors of the Panoche Water District hereby finds and determines the above Recitals are true and correct and are incorporated herein by this reference.

2. The Board hereby authorizes and directs the General Manager of the District to execute the Exchange Agreement.

3. The General Manager is authorized to negotiate any terms with Reclamation and bind the District to any terms in the Exchange Agreement consistent with this Resolution.

4. The District's officers, staff, and consultants are hereby authorized and directed to take all additional actions they deem necessary or appropriate to carry out the intent of this Resolution and the Exchange Agreement.

5. A certified copy of this resolution shall be prepared and transmitted by the District's Secretary to the United State Bureau of Reclamation.

PASSED AND ADOPTED this 13<sup>th</sup> day of September 2022, in a duly noticed and open meeting of the Board of Directors by the following vote, to wit:

Ayes:

Nays:

Abstain:

Absent:

BACK

\_\_\_\_\_  
John Bennett, President

Attest: \_\_\_\_\_

???, Secretary

Agreement No. 22-WC-20-5895

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

**AGREEMENT FOR THE EXCHANGE OF WATER BETWEEN THE UNITED STATES  
AND PANOCHÉ WATER DISTRICT**

Table of Contents

**BACK**

Article No.

Page No.

	Preamble .....	1
	Recitals.....	1-2
1	Definitions.....	2-3
2	Term .....	3
3	Water Acquired and Exchanged .....	3-4
4	Delivery of District Acquired Groundwater .....	4
5	Payment & Invoicing .....	4-5
6	Scheduling Exchange of Groundwater for Refuge L2 Water .....	4-5
7	Rescheduling and Transfers.....	5
8	Legal and Contractual Compliance of Water Deliveries .....	5
9	Changes.....	5-6
10	Water Rights Protection.....	6
11	Water Quality.....	6
12	United States Not Liable.....	6-7
13	Waiver.....	7
14	Assignment – Successors and Assigns Obligated.....	7
15	Books, Records and Reports .....	7
16	Contingent on Appropriation or Allotment of Funds .....	7-8
17	Officials Not to Benefit.....	8
18	Dispute Resolution.....	8
19	Changes in Contractor’s Organization.....	8
20	Incorporation of Appendices.....	8
21	Contract Drafting Considerations .....	8-9
22	Notices .....	9
	Signature Page .....	10

Figure 1

Appendix A – Water Quality Monitoring

Appendix B – Hydrogeology Monitoring

Agreement No. 22-WC-20-5895

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

**AGREEMENT FOR THE EXCHANGE OF WATER BETWEEN THE UNITED STATES  
AND PANOCHÉ WATER DISTRICT**

**PREAMBLE**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, pursuant to Section 3406(d)(2) of Title XXXIV of the Act of October 30, 1992, (106 Stat. 4706) (CVPIA), between THE UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation (Reclamation), and PANOCHÉ WATER DISTRICT (District).

WITNESSETH, That:

**RECITALS**

WHEREAS, the United States has constructed and is operating the Central Valley Project (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 Rivers and their tributaries; and

WHEREAS, The District has entered into a Water Repayment Contract with Reclamation, identified as Contract No. 14-06-200-7864A-IR1-P; and

WHEREAS, Section 3406(d)(2) of the CVPIA authorizes and directs the Secretary to acquire sufficient water supplies necessary to meet the Level 4 Refuge Water Needs, as identified in the Refuge Water Supply Report, both of which terms are defined in Article 1 of this Agreement; and

## Agreement No. 22-WC-20-5895

WHEREAS, the District has or will enter into agreements with local landowners and water districts to acquire groundwater supplies from existing groundwater wells in close proximity to the Grassland Resource Conservation District (GRCD); and

WHEREAS, Reclamation on behalf of the United States agrees to accept groundwater made available by the District and delivered to the GRCD for purchase or in exchange for Refuge Level 2 water supplies to be made available to the District;

NOW THEREFORE, the parties agree as follows:

**DEFINITIONS**

1. When used herein unless otherwise distinctly expressed, or manifestly incompatible with the intent hereof, the term:

(a) “CVP” or “Project” shall mean the Central Valley Project as those terms are defined in Section 3403(d) of the CVPIA.

(b) “CVPIA” shall mean the Central Valley Project Improvement Act, Title XXXIV of the Act of October 30, 1992, (106 Stat. 4706);

(c) “Level 4 Refuge Water Needs” shall mean, pursuant to Section 3406(d)(2) of the CVPIA, the water needs identified in the “Dependable Water Supply Needs” table for those habitat areas set forth in the Refuge Water Supply Report;

(d) “Refuge Level 2 (L2) Water” means the amount of CVP water historically delivered to the Refuges prior to 1989, pursuant to CVPIA Section 3406 (d)(1);

(e) “Refuge Water Supply Report” shall mean the report issued by the Mid-Pacific Region of the Bureau of Reclamation of the U.S. Department of the Interior entitled Report on Refuge Water Supply Investigations, Central Valley Hydrology Basin, California (March 1989);

(f) “Secretary or “Contracting Officer” shall mean the Secretary of

## Agreement No. 22-WC-20-5895

the United States Department of the Interior or her duly authorized representative;

(g) “Water Acquisition Program” shall mean the program established to acquire water supplies pursuant to Section 3406(d)(2) of the CVPIA in cooperation with the State of California and in consultation with the Central Valley Habitat Joint Venture and other interests through voluntary measures including water conservation, conjunctive use, purchase, lease, donations, or similar activities, or a combination of such activities which do not require involuntary reallocation of project yield;

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

**TERM**

2. This Agreement shall be effective on the date first herein above written and shall remain in effect through February 28, 2023, at which time this agreement may be extended in writing upon mutual agreement of the parties based upon environmental monitoring and any other environmental compliance required by applicable federal or state law.

**WATER ACQUIRED AND EXCHANGED**

3. In furtherance of Reclamation’s Water Acquisition Program, the District agrees to acquire groundwater and deliver it to refuges on behalf of Reclamation, in accordance with Articles 4 and 5, in lieu of Reclamation delivering Refuge Level 2 water supplies to the refuges. In exchange, Reclamation will purchase groundwater for \$120 an acre foot or deliver Refuge Level 2 water supplies to the District. Reclamation will exchange 1 acre foot of Refuge Level 2 water supplies for every 2 acre feet of groundwater acquired and delivered by the District. The District may acquire up to 29,000 acre-feet of groundwater per year as shown in Figure 1, consistent with all applicable State water rights, permits and licenses, and federal law. Figure 1 may be modified to include additional wells with the written mutual agreement of the

## Agreement No. 22-WC-20-5895

parties without modifying this agreement. Water shall be purchased or exchanged by Reclamation only if groundwater provided is of suitable quality as described in Article 10 and monitoring plan in Appendix A.

**DELIVERY OF DISTRICT ACQUIRED GROUNDWATER**

4. The District shall make the acquired groundwater supplies described in Article 3 above available to Reclamation at point(s) of delivery that shall be established by written mutual agreement between the District and the Contracting Officer. Such point(s) of delivery may be modified by the written mutual agreement of the parties without modifying this Agreement. The District shall be responsible for all operations, maintenance and monitoring costs necessary to acquire and deliver groundwater from certain wells, as provided in Figure 2.

**PAYMENT AND INVOICING**

5. (a) The District shall register at the System for Award Management (SAM) website at [www.sam.gov](http://www.sam.gov) prior to execution of this Agreement.

(b) All payments by Reclamation under this Agreement shall be made by electronic funds transfer (EFT) using the EFT information contained in the SAM database. The District is responsible during performance and through final payment of this Agreement for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the District is required to review and update on an annual basis from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete.

(c) Subsequent to the last day of each month during which the District has made groundwater supplies available to Reclamation pursuant to this Agreement, the District shall submit an invoice to Reclamation requesting payment for the quantity of groundwater made



## Agreement No. 22-WC-20-5895

available during the preceding month.

(d) Reclamation shall pay the District \$120 per acre-foot of water delivered as described in Article 4 above. The District shall be responsible for all costs, including monitoring required in Appendixes A and B including electrical power, to secure groundwater supplies from the local landowners.

(e) In accordance with the Prompt Payment Act, payment will be made to the District within 30 days of receipt of a proper invoice that includes the following information for verification and payment processing purposes:

- (1) Name and address of Panoche Water District;
- (2) Invoice date and number;
- (3) Panoche Water District Taxpayer Identification Number;
- (4) The Agreement Number “22-WC-20-5895”;
- (5) Name, title and phone number of person to notify in event of defective invoice;
- (6) Remittance address;
- (7) Description, price, quantity, and month the goods and/or services were provided;
- (8) For each groundwater well supplying water, the identity of the well and amount of water made available to Reclamation (as shown on the appropriate water meter).

**SCHEDULING EXCHANGE OF GROUNDWATER FOR REFUGE L2 WATER**

6. Upon execution of this Agreement, the District shall submit to Reclamation a proposed monthly delivery schedule identifying the amount(s) of groundwater to be purchased or exchanged. Within ten (10) calendar days of receipt, Reclamation will provide the District with written notification of the maximum amount of Refuge L2 Water available to exchange and approval or proposed modifications to proposed schedule. Any changes to the monthly water delivery schedule provided must be coordinated with Reclamation and the

## Agreement No. 22-WC-20-5895

District. The District and Reclamation, at their sole discretion and upon 48 hours' notice to the other Party and Grassland Water District, may implement a short term, or complete, stoppage of groundwater delivery to the GRCD due to any unforeseen condition(s), which will simultaneously stop the exchange of Refuge L2 Water.

**RESCHEDULING AND TRANSFERS**

7. (a) In the event the Refuge L2 Water exchanged by Reclamation with the District cannot be utilized by the District in the Water Year it was exchanged, the District will be subject to Reclamations rescheduling guidelines and any rescheduling fees shall be paid in advance by the District. Nothing herein is intended nor shall it be construed as conferring any right to reschedule water in future years.

(b) The District may transfer Refuge L2 Water to others for reasonable and beneficial uses within the State of California if such sale, transfer, or exchange is authorized by applicable Federal and State laws, and applicable guidelines or regulations then in effect. No transfer of Refuge L2 Water under this Agreement may take place without the prior written approval from Reclamation. The District shall be responsible for advance payment of any incremental costs, as determined by Reclamation, attributed to the transfer of Refuge L2 Water.

**LEGAL AND CONTRACTUAL COMPLIANCE OF WATER DELIVERIES**

8. All water deliveries made pursuant to this Agreement shall be consistent with relevant State water rights and codes, permits, and licenses, federal law, and subject to the terms and conditions of the District's Water Repayment Contract.

**CHANGES**

9. Changes in the terms and conditions of this Agreement may be made only by written agreement and mutual consent of the parties.

**WATER RIGHTS PROTECTION**

## Agreement No. 22-WC-20-5895

10. No party hereto shall assert that any activity under this Agreement shall affect the validity of any existing water rights held by any other party.

**WATER QUALITY**

11. The District shall comply with all applicable water quality and air pollution laws and regulations of the United States and the State of California, including the Regional Water Quality Control Board; and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities, if any. Groundwater acquired pursuant to this exchange shall only be provided to Reclamation if water is of suitable quality to meet refuge needs and provided the water quality standards and monitoring required in the Monitoring Plan as shown in Appendix A are met. In the event that either party becomes aware that the quality of water being pumped does not meet the standards in Appendix A or that it may adversely affect refuge beneficial uses, that party shall notify the other party and the District shall cease making deliveries of pumped water. The parties will meet within forty-eight (48) hours to determine the appropriate actions necessary to identify and address the source of the water quality problem and develop and implement mutually agreeable remedial actions. In the event mutual agreement cannot be reached, the parties will determine the remedial actions to be taken in accordance with Article 17 of this Agreement.

**UNITED STATES NOT LIABLE**

12. (a) The District shall not assert that Reclamation, its officers, agents, directors, or any of their employees is/are legally liable for damages of any nature whatsoever arising out of any actions, or omissions by the District, its officers, agents, and employees related to the performance of this Agreement where such liability is caused by an act, error, or omission of the District, its officers, agents or employees.

Agreement No. 22-WC-20-5895

(b) Within thirty (30) days of receipt by any party to this agreement of any third party claim for liability arising from actions within the scope of this Agreement, the party receiving the claim shall notify the other parties of such claim and provide a copy of the claim to the other parties, if it is in written form. Nothing in this article shall be construed to limit the right of any party to assert such affirmative defenses and file such cross complaints as may be appropriate in relation to any claim affecting the liability of such party.

**WAIVER**

13. Waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement.

**ASSIGNMENT -- SUCCESSORS AND ASSIGNS OBLIGATED**

14. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of the parties hereto.

**BOOKS, RECORDS, AND REPORTS**

15. District shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Agreement, including District's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use contracts; and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to Reclamation 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 Agreement shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this contract.

**CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS**

16. The expenditure or advance of any money or the performance of any obligation of the United States under this Agreement shall be contingent upon appropriation or allotment of funds. If the water is not exchanged as required by Article 5, the District

## Agreement No. 22-WC-20-5895

shall be excused of its obligation to exchange water pursuant to the terms of this Agreement. No liability shall accrue to the United States in case funds are not appropriated or allotted.

**OFFICIALS NOT TO BENEFIT**

17. No member or delegate to Congress, Resident Commissioner, or Federal or State official shall be admitted to any share or part of this Agreement or to any benefit that may arise from it.

**DISPUTE RESOLUTION**

18. In the event of a dispute regarding interpretation or implementation of this Agreement, or if the parties are unable to agree upon a matter as to which their agreement is provided for hereunder, the Bay Delta Office Manager and the General Manager of the District will endeavor to resolve the dispute by meeting within 30 days after the request of a party. If said parties deem the dispute to be un-resolvable, then either party may terminate this Agreement.

**CHANGES IN CONTRACTOR'S ORGANIZATION**

19. While this Agreement is in effect, no change may be made in District's Service Area, 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 District under this Agreement including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

**INCORPORATION OF APPENDICES**

20. Appendix "A" and Appendix "B" are attached hereto and incorporated herein by reference and may be updated with written mutual agreement of the parties without amending this Agreement.

**CONTRACT DRAFTING CONSIDERATIONS**

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

Agreement No. 22-WC-20-5895

**NOTICES**

22. All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service, if served personally, on the person to whom notice is to be given, or on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage-prepaid, and properly addressed as follows:

To District:	Panoche Water District 52027 W. Althea Avenue Firebaugh CA 9362
To Reclamation:	U.S. Bureau of Reclamation Interior Region 10 Bay Delta Office Attention: Water Acquisition Program, BDO-300 801 I Street, Suite 140 Sacramento, California 95814-2536



Agreement No. 22-WC-20-5895

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

Department of the Interior  
Approved as to Legal Form  
and Sufficiency

**THE UNITED STATES OF AMERICA**  
Department of the Interior

By: \_\_\_\_\_  
Office of Regional Solicitor

By: \_\_\_\_\_  
David M. Mooney  
Bay-Delta Office Manager  
California Great Basin Region  
Bureau of Reclamation

**PANOCHÉ WATER DISTRICT**

By: \_\_\_\_\_  
Ara Azhderian  
General Manager  
Panoche Water District

**WATER PURCHASE AND SALE AGREEMENT**  
**BY AND BETWEEN NORTH YUBA WATER DISTRICT AND**  
**PANOCHE WATER DISTRICT**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2022 by and between NORTH YUBA WATER DISTRICT, hereinafter referred to as “**Seller**” or “**North Yuba**,” and PANOCHE WATER DISTRICT, hereinafter referred to as “**Buyer**” or “**Panoche**.” North Yuba and Panoche may be referred to herein individually as a “**Party**” or jointly as “**Parties**.”

**RECITALS**

WHEREAS, North Yuba is a County Water District, operating pursuant to Division 12 of the Water Code and is empowered to sell and transfer water to Buyer pursuant to Water Code section 31023 as provided for in this Agreement; and

WHEREAS, Buyer is a California Water District operating under Section 34000, et seq., of the California Water Code and is empowered to purchase water from Seller as provided for in this Agreement; and

WHEREAS, Buyer obtains water from the United States Bureau of Reclamation (Reclamation) through the federal Central Valley Project (CVP) under water service repayment contracts; and

WHEREAS, Buyer received an allocation of 0% of its full contractual supply for irrigation for the 2022 water year; and

WHEREAS, Seller holds appropriative water right Permit 11518, which provides for diversion from the South Fork Feather River to storage in Little Grass Valley Reservoir and diversion from Lost Creek to storage in Sly Creek Reservoir; and

WHEREAS, the South Feather Water & Power Agency (SFWPA) operates the South Feather Power Project (SFPP), which includes a series of reservoirs and powerhouses, including Little Grass Valley Reservoir and Sly Creek Reservoir. SFWPA diverts water to storage under Permit 11518 on North Yuba’s behalf; and

WHEREAS, Seller is willing to make available water appropriated pursuant to Permit 11518 for sale and delivery to the Buyer by ensuring SFWPA releases stored water from Little Grass Valley Reservoir and Sly Creek Reservoir to the Feather River; and

WHEREAS, Buyer intends by this Agreement to obtain a supplemental water supply for reasonable and beneficial use given the reduction in deliveries of contract quantities from the CVP;

NOW, THEREFORE, Seller and Buyer, on the terms and conditions set forth herein, agree as follows:

Initials: \_\_\_\_\_

## AGREEMENT

1. **DEFINITIONS:** The following definitions shall govern this Agreement:
  - a. **“Agreement-Water”** is the surface water appropriated by Seller pursuant to Permit 11518, and transferred and made available through this Agreement as a result of Seller’s commitment to ensure Little Grass Valley Reservoir and Sly Creek Reservoir and the South Feather Power Project are reoperated to release water to the Feather River that would otherwise remain in storage.
  - b. **“Point of Delivery”** means that location on the Feather River where water is released from the South Feather Power Project through the Kelly Ridge Powerhouse to the Feather River after passing through the Thermalito Diversion Pool.
  - c. **“Carriage Losses and Depletions”** mean water losses imposed on Agreement-Water by Reclamation or the California Department of Water Resources (DWR) including without limitation Delta carriage water loss and Delta-Mendota and San Luis Canal(s) conveyance losses imposed on Agreement-Water downstream of the Point of Delivery.
2. **TERM:** This Agreement shall commence on the date set forth above and expire on December 31, 2022, unless terminated sooner by written agreement of the Parties pursuant to the provisions set forth herein; provided, however, that any obligations under this Agreement to be performed after December 31, 2022, shall survive the expiration of the term of this Agreement and shall be fully enforceable.
3. **AGREEMENT TO DELIVER:** Seller agrees to sell and make available at the Point of Delivery, and the Buyer agrees to purchase, Agreement-Water during the term of this Agreement for its beneficial use, in the quantities described and subject to the terms and conditions of this Agreement. Buyer will use all Agreement-Water within its service area.
4. **QUANTITY AND ADJUSTMENTS TO QUANTITY:**
  - a. **Quantity.** Seller agrees to sell and make available at the Point of Delivery to Buyer up to 985 acre-feet of Agreement-Water, subject to other terms and conditions of this Agreement.
  - b. **Availability.** South Feather Water & Power Agency (SFWPA) shall confirm the final amount of Agreement-Water made available at the Point of Delivery during each month this Agreement is in effect.
  - c. **Losses.** Buyer shall bear the water cost of Carriage Losses and Depletions.
  - d. **Operational/Regulatory Limitations on Buyer’s Ability to Export/Litigation Termination.** If Reclamation is unable to deliver Agreement-Water to Buyer through Delta pumping facilities at the time such water is scheduled to reach the Delta, Buyer shall provide to Seller at least a 48-hour notification to reduce, suspend, or terminate

Initials: \_\_\_\_\_

releases to the Feather River. The Parties shall promptly meet and confer regarding the details and specifics of any such constraints and cooperate in good faith to determine when Seller's releases may resume. If the Parties cannot develop a mutually acceptable plan for the resumption of releases, Buyer shall still be obligated to pay for the Agreement-Water made available at the Point of Delivery prior to the end of the 48-hour notification period. Further, if Buyer and Seller mutually agree to terminate this Agreement under Paragraph 13.b or 15.b.i, Buyer may provide the same 48-hour notification and, if such notice is provided, shall be obligated to pay Seller for only Agreement-Water made available at the Point of Delivery prior to the end of the 48-hour notification period.

5. **PURCHASE PRICE:** Buyer agrees to purchase and pay for each acre-foot of Agreement-Water Seller makes available to Buyer at the Point of Delivery. The purchase price shall be \$833 per acre-foot.
6. **INVOICING AND PAYMENTS:** The Buyer shall make payment(s) directly to the Seller as set forth in this Paragraph.
  - a. Seller shall invoice Buyer on a monthly basis following the end of each calendar month for the Agreement-Water made available to Buyer at the Point of Delivery. Buyer shall pay each invoice within thirty (30) days of Buyer's receipt of the invoice and interest shall be paid at the annual interest rate of 10% on any invoices that remain unpaid thirty (30) days after receipt of the invoice. Payment shall be made to:  
  
North Yuba Water District  
8691 La Porte Rd  
Brownsville, CA 95919  
jmaupin@nywd.org
  - b. Seller shall provide Buyer with detailed invoices supporting all expenses incurred pursuant to Paragraph 15, and Buyer shall pay such invoices per Paragraph 6.a. Seller shall provide Buyer all invoices for reimbursable expenses pursuant to Paragraph 15 no later than ninety (90) days after the termination of this Agreement.
7. **REFUNDS:** In the event Seller fails to provide the amount of Agreement-Water Buyer has purchased, subject to Seller's right to terminate for shortages as stated in Paragraph 9, Seller will promptly refund to Buyer any payments made for purchased water not made available at the Point of Delivery. Any refunds shall include interest at the Local Agency Investment Fund rate for the period the money was held.
8. **WATER QUALITY:** The Seller makes no warranty or representations as to the quality or fitness for use of the Agreement-Water. Buyer, at its own expense, shall be responsible for all necessary measures for the testing, treatment, and other steps required for the intended uses of the Agreement-Water by the Buyer.

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9. **SHORTAGE PROVISION/TERMINATION:** If the Seller's surface water supplies are unavailable for sale due to unforeseen circumstances or for reasons beyond Seller's control, including a failure of SFWPA to release water to the Feather River, Seller, at its sole discretion, may terminate this Agreement. Prior to termination or, as applicable, as quickly as possible following any action to suspend, reduce or cease releases to the Feather River, Seller and Buyer shall confer to determine if there is a mutually agreeable alternative to termination.
10. **WATER SCHEDULING:** Buyer, in coordination with Seller, SFWPA, Reclamation, and DWR, if necessary, will develop a schedule for delivery of Agreement-Water, and to assure, to the extent possible, that Agreement-Water made available by Seller can be pumped at the C.W. "Bill" Jones Pumping Plant.
11. **DIVERSION COSTS:** All fees, permitting, construction, reconstruction, and maintenance costs for facilities necessary or used to divert Agreement-Water once it is delivered at the Point of Delivery by Seller shall be borne solely by Buyer. Upon the Agreement-Water being made available at the Point of Delivery, Buyer is solely responsible for all costs associated with treatment, diversion headworks, pumping facilities, etc., to divert, convey, transport, treat, and deliver Agreement-Water to the Buyer's place of use.
12. **ENVIRONMENTAL REVIEW:** Execution of this Agreement, and the resulting transfer of Agreement-Water, is exempt from the requirements of the California Environmental Quality Act pursuant to Water Code section 1729.

Buyer shall be solely responsible for arranging for and shall pay any costs incurred for the conveyance of Agreement-Water from the Point of Delivery to the Buyer's service area, including all costs associated with any agreement with Reclamation and any supporting NEPA documentation, for the conveyance and/or storage of Agreement-Water, if necessary.

13. **TERMINATION:** In the event of termination of this Agreement, the Parties shall thereafter be under no further obligation or responsibility hereunder, and will release the other party from further obligations under this Agreement, except for their respective shares of costs incurred prior to the effective date of termination, which includes administration expenses under Paragraph 15.a and may include certain litigation costs under paragraph 15.b. The Parties to this Agreement shall have the right of termination as set forth in Paragraph 9, and this Paragraph:
- a. If regulatory approval(s) and any additional required environmental review actions (e.g., NEPA compliance actions) are not satisfied by September 30, 2022, unless the parties agree to extend the date, either Party may, by written notice to the other Party, terminate this Agreement.
  - b. If, in the reasonable judgment of either Seller or Buyer, the costs of any litigation challenging this Agreement, any restrictions, fees, charges or costs, or any relief that may be afforded to third parties in any action involving this Agreement, are too burdensome in relation to the benefits to be received under this Agreement, then that

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Party so determining may terminate this Agreement. If Buyer so elects to terminate the Agreement, Buyer shall still be obligated to pay for all of the Agreement-Water made available prior to such termination, for administrative expenses under Paragraph 15.a and litigation expenses under 15.b.

#### 14. CONDITIONS PRECEDENT/APPROVALS:

- a. Except as provided in Paragraph 15 with respect to reimbursement of costs, the Parties' performance under this Agreement is contingent on the Parties obtaining any and all necessary approvals from any third-party agency for delivery of Agreement-Water, including SFWPA's consent to the transfer of Agreement-Water.
- b. Seller is responsible for obtaining necessary approvals from the SFWPA, State Water Resources Control Board ("SWRCB"), Reclamation and DWR to transfer the Agreement-Water at the Point of Delivery. Buyer is responsible for obtaining all authorizations from Reclamation and DWR for conveyance of the Agreement-Water to Buyer's service area.

#### 15. ADMINISTRATIVE AND LITIGATION EXPENSES:

- a. **Administrative Expenses.** Buyer will reimburse Seller's reasonable out-of-pocket expenses, including but not limited to actual legal and engineering consultants' fees and expenses incurred by Seller in preparing, negotiating, administering, implementing, and supporting this Agreement up to a maximum of \$2,187. Buyer shall not be required to reimburse Seller for time spent by its directors, officers or employees relating to this transfer. Seller shall be entitled to this reimbursement starting on the effective date of this Agreement for such expenditures starting on July 1, 2022. If Seller fails to provide any Agreement-Water due to its own action or inaction, Seller will not be entitled to reimbursement and any reimbursements made by the Buyer will be fully refunded by the Seller to the Buyer; provided, if Seller terminates the Agreement because of a reduction in water supply under Paragraph 9, Seller shall be entitled to reimbursement despite the termination. Invoicing of administrative expenses shall be pursuant to the procedures set forth in Paragraph 6.a.
- b. **Litigation, Attorneys' Fees and Third-Party Challenges.**
  - i. Subject to subsections 15.b.ii and 15.b.iii, in the event of litigation or an administrative challenge related to this Agreement, Seller and Buyer will promptly meet and confer to perform a risk assessment of the litigation/challenge, and cooperate in good faith to determine whether to terminate the Agreement due to the litigation/challenge. Either Party may elect to terminate the Agreement due to any such litigation/challenge. If Buyer so elects to terminate the Agreement due to any such litigation/challenge, Buyer shall still be obligated to pay for all of the Agreement-Water made available at the Point of Delivery prior to such termination; for Seller's administrative expenses in accordance with Paragraph 15.a; for any litigation expenses in having the proceeding dismissed or otherwise

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resolved. If Seller so elects to terminate the Agreement, Buyer shall still be obligated to pay for all of the Agreement-Water made available at the Point of Delivery prior to such termination; for Seller's administrative expenses in accordance with Paragraph 15.a; and for any litigation expenses in having the proceeding dismissed or otherwise resolved. Regardless of whether the agreement is terminated, and except as set forth in subsections 15.b.ii and 15.b.iii, below, if litigation is pending Buyer shall have primary responsibility for defending against such litigation on behalf of both Buyer and Seller, either as a defendant, respondent, real party in interest or intervenor; and Seller shall participate in defending against such litigation to the extent it deems necessary or appropriate, in Seller's sole discretion. Buyer shall bear its own costs of litigation and shall pay any monetary award, the costs of any remedial actions, and any award of challenger's attorneys' fees associated therewith, whether levied against Buyer or Seller. Buyer shall also reimburse 4.38% of Seller's actual out-of-pocket expenses Seller incurs for defending this Agreement and against any related litigation under this Paragraph 15.b.i. .

- ii. As to claims solely challenging Seller's conduct in Seller's service area related to making Agreement-Water available at the Point of Delivery, Seller shall have primary responsibility for defending such claims on behalf of both Seller and Buyer, and Buyer shall participate in defending against such claims to the extent it deems necessary or appropriate, in Buyer's sole discretion. Buyer shall bear its own fees and costs of defending against such claims. Except as provided in Paragraph 15.a regarding general cost reimbursement, Seller shall bear its own fees and costs of defending against such claims. Seller shall pay all monetary awards associated with claims challenging Seller's conduct in Seller's service area.
- iii. To the extent litigation includes multiple claims, the Parties agree to meet and confer in good faith to determine whether or not the action includes claims described under Paragraphs 15.b.i and 15.b.ii. The Parties agree that any claim identified as subject to Paragraph 15.b.ii shall be defended as provided in Paragraph 15.b.ii and the balance of such claims shall be defended as provided in Paragraph 15.b.i.

16. **WATER RIGHTS:** The Agreement-Water transferred under this Agreement is a portion of the surface water available to Seller and diverted to storage in accordance with Permit 11518. Consistent with the provisions of California Water Code Sections 109, 475, 1011, 1244, and 11961, the water transfer performed under this Agreement shall not confer any appropriative, public trust or other right to water on any person or entity. Nothing in this Agreement shall act as forfeiture, diminution, or impairment of any rights of Seller to its full diversion of water after the expiration of the Agreement, and this Agreement shall in no way prejudice any of Seller's rights thereto. The Parties agree that the Agreement-Water made available under this Agreement is considered a reasonable and beneficial use of water under California law.

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17. **BUYER'S PAYMENT OF RECLAMATION AND DWR'S COSTS, RATES, AND CHARGES:** Buyer shall be responsible for payment of all costs incurred by Reclamation and DWR, and imposed upon Seller, for Reclamation and DWR's review, approval, implementation, and administration of this Agreement. Buyer shall be responsible for any and all costs, rates, charges and assessments that Reclamation and DWR impose upon Seller related to this Agreement.
18. **COOPERATION:** To the extent reasonably required, each Party to this Agreement shall, in good faith, assist the other in obtaining all such necessary approvals and preparation of required environmental documents. The Parties agree to cooperate and assist each other in good faith in meeting such requirements of regulatory agencies as may be applicable to performance of any terms of the Agreement.
19. **WAIVER OF RIGHTS:** Any waiver, at any time, by a Party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.
20. **ASSIGNMENT:** This Agreement is entered into in reliance on water supplies available to Seller, the credit of Buyer, and Buyer's need for water, and therefore any assignment of this Agreement in whole or in part without the prior written consent of the other Party hereto is prohibited.
21. **NOTICES:** All notices that are required, either expressly or by implication, to be given by any Party to the other under this Agreement shall be signed on behalf of the Seller and Buyer by such officers as they may, from time, authorize in writing to so act.
- a. Any notices to Parties required by this Agreement shall be delivered or mailed, United States first-class postage prepaid, by fax or by electronic mail at the following addresses, fax numbers, or electronic mail addresses:

**NORTH YUBA WATER DISTRICT**

Jeff Maupin, General Manager  
8691 La Porte Rd  
Brownsville, CA 95919  
[jmaupin@nywd.org](mailto:jmaupin@nywd.org)

**PANOCHÉ WATER DISTRICT**

Ara Azhderian  
Panoche Water District  
52027 W. Althea Avenue  
Firebaugh CA 93622  
209-704-1164  
[aazhderian@panochewd.org](mailto:aazhderian@panochewd.org)

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- b. Notice shall be deemed given (a) two calendar days following mailing via regular or certified mail, return receipt requested, (b) one business day after deposit with any one-day delivery service assuring “next day” delivery, (c) upon actual receipt of notice, or (d) upon transmission, if by facsimile or electronic mail, whichever is earlier. The Parties shall promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.
22. **APPROVALS:** Where the terms of this Agreement provide for action to be based upon a judgment, approval, review, or determination of either Party, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
23. **ARBITRATION:** In the event of a dispute between the Parties as to any right, alleged right, obligation or alleged obligation under this Agreement, the Parties shall make a good faith effort to resolve the dispute. In the event that a resolution of the dispute cannot be reached despite these efforts, either Party may declare an impasse and its intent to submit the matter to arbitration. Any such arbitration shall be held and conducted before one arbitrator who shall be selected by mutual agreement of the Parties. If agreement is not reached on the selection of an arbitrator within fifteen (15) days after a Party has notified the other Party of its election to submit to arbitration, then such arbitrator shall be appointed by the presiding judge of the Superior Court of Sacramento County upon application of either Party hereto. The award or decision of the arbitrator shall be final, and judgment may be entered thereon. The provisions of Title 9 of Part 3 of the California Code of Civil Procedure, including §1283.05, and successor statutes, permitting expanded discovery proceedings shall be applicable to all disputes which are arbitrated pursuant to this paragraph.
24. **OTHER AGREEMENTS:** Nothing contained herein restricts the Seller from providing water services and sales to others as authorized by law which do not unreasonably interfere with Seller’s obligations hereunder.
25. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Seller and Buyer and supersedes any oral agreement, statement, or promise between them relating to the specific subject matter of this Agreement. Any amendment, including oral modifications, must be reduced to writing and signed by both Parties to be effective.
26. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the Parties of at least one set of counterparts. The Parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

Initials: \_\_\_\_\_

**27. GENERAL INTERPRETATION:** The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person.

**28. AGREEMENT NOT PRECEDENT:** The Parties acknowledge and agree that nothing in this Agreement shall be considered precedent for any agreements for purchase and sale of water between the Parties in any future year.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

**BUYER:** PANOCHE WATER DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_

**SELLER:** NORTH YUBA WATER DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeff Maupin, General Manager

BACK

Initials: \_\_\_\_\_



## PANOCHÉ WATER DISTRICT RESOLUTION NO. 819-22

### A RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF CONTRACT BETWEEN THE UNITED STATES AND PANOCHÉ WATER DISTRICT PROVIDING FOR STORAGE AND CONVEYANCE OF NON-PROJECT WATER, PURSUANT TO WARREN ACT, MAKING CERTAIN FINDINGS OF EXEMPTION, AND AUTHORIZING RELATED ACTIONS

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WHEREAS, since approximately 1990, the Panoche Water District (the “District”) has suffered chronic shortages in the water supply available from the Central Valley Project (“CVP”) to the District pursuant to its water service contract with the United States.

WHEREAS, the District’s CVP contract supply is a supplemental supply, providing up to 94,000 acre-feet for irrigation at full contract quantity, which is an inadequate supply for many crops.

WHEREAS, Reclamation’s final allocation for CVP water service contractors for irrigation for the water year commencing March 1, 2022, is 0%; to date the water year has been “critical”; significant regulatory constraints on CVP operations affecting the water supply available to the District are expected; and therefore, the District’s water service contract allocation for irrigation is not expected to reach the full contract quantity.

WHEREAS, the District anticipates that hydrologic and/or regulatory constraints mean that the District also will not likely receive its full contract quantity at any time during the next five years.

WHEREAS, under the terms of the attached Water Sale and Purchase Agreement, up to 985 acre-feet of water is to be transferred from North Yuba Water District to the District through December 31, 2022 (the “Transfer Water”).

WHEREAS, performance of the terms of the Water Sale and Purchase Agreement for the delivery of the Transfer Water will require the use of federal facilities to be provided for through agreement with the United States pursuant to the Warren Act, which allows for conveyance and storage of non-project water in federal facilities when excess capacity exists.

WHEREAS, the District anticipates that Reclamation will offer the District to enter a Warren Act Contract, under substantially similar terms and conditions as those contracts that have previously been executed through the Warren Act, for the purpose of conveying Transfer Water in federal facilities (the “2022 North Yuba Warren Act Contract”).

WHEREAS, the District’s action in negotiating and executing the 2022 North Yuba Warren Act Contract will allow for conveyance and storage of the Transfer Water in federal facilities to help offset shortages in District supplies.

WHEREAS, the District has policies in place to discourage the production of drainwater, to manage subsurface drainage, and to promote the efficient use of water to meet crop demand within the District,

and use of water transferred into the District will not increase drainage production, degrade existing groundwater, cause the conversion of lands not previously farmed or increase the supply of water utilized within the District above the District's historic crop demand. Furthermore, Panoche Drainage District has programs in place to monitor groundwater quality and depth to groundwater for its wells that may pump into the DMC under a Warren Act Contract.

WHEREAS, Reclamation's policy requires the District to reimburse certain costs incurred by Reclamation at the request of the District, such as costs associated with development and administration of Warren Act contracts.

WHEREAS, the Board of Directors of the District has previously considered the standard form of Letter Agreement historically required by Reclamation ("Letter Agreement"), the terms of which provide for the District to reimburse Reclamation for costs associated with the analysis, development and administration of Warren Act contract requests made by the District, including the Warren Act contract mentioned hereinabove.

WHEREAS, the District has reviewed the Water Sale and Purchase Agreement, anticipated the terms and conditions of the 2022 North Yuba Warren Act Contract, and reviewed the provisions of CEQA and has considered whether any direct or indirect physical change to the environment will result from entering the Water Sale and Purchase Agreement, including the conveyance of Transfer Water through federal facilities consistent with the 2022 North Yuba Warren Act Contract, and has considered whether entering the Water Sale and Purchase Agreement, the 2022 North Yuba Warren Act Contract, or both of them, may possibly have a significant effect on the environment.

WHEREAS, entry into the 2022 North Yuba Warren Act Contract for purposes of stabilizing the supply available under the District's CVP contract will result in continued operation of existing facilities with no expansion of use.

**NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:**

1. Declaration of Board. The Board of Directors of the Panoche Water District hereby finds and determines the above Recitals are true and correct and are incorporated herein by this reference.
2. CEQA Exemption Findings. Executing the 2022 North Yuba Warren Act Contract and actions taken to transfer water under the Water Sale and Purchase Agreement are exempt from CEQA pursuant to Water Code section 1729, which provides that a temporary change in the point of diversion, place of use, or purpose of use due to a transfer pursuant to Water section 1725, *et seq.*, are exempt from the requirements of CEQA. Water Code section 1727, subd. (a)(2), requires that before the State Water Resources Control Board can approve temporary changes, it must find that the proposed changes would not unreasonably affect fish, wildlife, or other instream beneficial uses.
3. Contract for Conveyance of Non-Project Water. The President and Secretary of the District are hereby authorized to execute and deliver the 2022 North Yuba Warren Act Contract in substantially the form of previous Warren Act contracts which the District has entered with Reclamation,



subject to such further revisions, omissions and deletions as the President and Secretary may require prior to execution, said execution providing conclusive proof of the approval of said executing officers.

4. Letter Agreement for Reimbursement of Costs. If required by Reclamation, the President and Secretary of the District are hereby authorized to execute and deliver a Letter Agreement on substantially similar terms historically presented by Reclamation to the District, subject to such revisions, omissions and deletions as the President and Secretary may require prior to execution, said execution providing conclusive proof of the approval of said executing officers.

5. Resolution to be Conformed. Should Reclamation require any specific material change in language to the 2022 North Yuba Warren Act Contract from previous Warren Act contracts or additional information to be set forth in this Resolution, such language and information is deemed incorporated here as though fully set forth, with the requirement of amendment or re-adoption of this Resolution.

6. Further Action. The President, Secretary, and General Manager, or any staff member of the District authorized by the General Manager, are hereby directed and authorized to do any and all things and to execute and deliver any and all documents, including the Water Sale and Purchase Agreement, which they may deem necessary or advisable in order to give effect to and comply with the terms and intent of this Resolution, the 2022 North Yuba Warren Act Contract and the Letter Agreement or any successors or amendments thereto. The General Manager is further directed and authorized to prepare and file a Notice of Exemption with the Fresno County Clerk consistent with the findings in this Resolution.

PASSED AND ADOPTED this 13<sup>th</sup> day of September 2022, in a duly noticed and open meeting of the Board of Directors by the following vote, to wit:

Ayes:

Nays:

Abstain:

Absent:

BACK

\_\_\_\_\_  
John Bennett, President

Attest: \_\_\_\_\_

???, Secretary



# PANOCHE WATER DISTRICT

52027 WEST ALTHEA AVE, FIREBAUGH, CA 93622  
TELEPHONE (209) 364-6136 • FAX (209) 364-6122



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## BOARD MEETING MEMORANDUM

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**TO:** BOARD OF DIRECTORS

**FROM:** ARA AZHDERIAN, GENERAL MANAGER

**SUBJECT:** AGENDA ITEM 23  
AWARD BACKHOE PURCHASE CONTRACT

**DATE:** SEPTEMBER 13, 2022

**CC:** JOSH MARQUEZ, CONTRACTS ADMINISTRATOR

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Recommendation: Award backhoe loader purchase contract to Holt of California.

Background: In April, the Board authorized issuance of an Invitation for Bids to purchase a new backhoe for the District. The District had 4 backhoes in moderate to poor condition. The proposal was to sell surplus equipment and utilize the proceeds to help fund the purchase of a new backhoe. Lead time for delivery is anticipated to be nine months, so there is no anticipated fiscal impact in the current fiscal-year. The IFB was published in the Merced Sun Star, posted on the District's web site, and sent to Holt of California, Pape, Quinn Company, Sequoia Equipment, and Volvo Construction Equipment. The deadline for submitting bids was September 9, 2022. The District received two bids, one from Quinn Company for a Caterpillar 450 Backhoe priced at \$274,724.41 and a second from Holt of California for a Caterpillar 450 Backhoe priced at \$253,649.37.

BACK





# Cat<sup>®</sup> 450

## BACKHOE LOADER

### FEATURES:

The Cat<sup>®</sup> 450 Backhoe Loader delivers improved machine performance, a superior hydraulic system, improved operator controls and ergonomics, and overall versatility. The 450 features the following:

- **Ergonomic Operator Station** – Adjustable Seat Mounted Controls improve ergonomics by increasing operator comfort and legroom. Operators have Loader and Backhoe Controls in the palm of their hands, whether they are facing the Loader, the Backhoe, or sitting off set. Variable Speed Steer reduces operator fatigue in applications, such as truck loading, by reducing the number of steering wheel rotations required to turn the machine. The new Spring Applied Hydraulically Released (SAHR) Parking Brake is controlled by simply pressing a button.
- **Advanced Hydraulics** – The Cat Backhoe Loader's load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. Variable flow pump matches hydraulic power to work demands. The advanced hydraulic system allows the operator to adjust Loader and Backhoe Auxiliary Flow matching attachment specifications, program Loader Bucket Kickout and Return to Dig, and Enable Parallel Lift.
- **Machine Performance** – The Cat C4.4 ACERT<sup>™</sup> engine delivers solid performance and meets U.S. EPA Tier 4 Final/EU Stage IV emission standards by utilizing Selective Catalytic Reduction technology with a Diesel Oxidation Catalyst. The new Backhoe design and optimized Loader Linkage increases lift capacity and breakout forces on both ends of the machine. A redesigned Loader System provides superior machine balance and stability regardless of the ground conditions.
- **Machine Versatility** – The all new Integrated Tool Carrier (IT Coupler) for Single Tilt Loader Arm configurations are available from the factory or for simple field installation. The Cat Backhoe Loader with Integrated Tool Carrier (IT Coupler) will be the most versatile machine on the job site providing quick connection to a variety of Cat Attachments.
- **Cat Attachments** – A variety of Mechanical and Hydraulic Cat Backhoe Couplers are available from the factory or for field installation. Options include, but not limited to, Dual Lock Pin Grabber Couplers and Pin Lock Couplers. Redesigned General Purpose and Multi Purpose Loader Buckets increase digging performance and improve bucket durability for long term value.

## Specifications

### Engine

Engine Model	C4.4 ACERT 106 kW (143 hp) Electronic – Turbo Intercooled	
Ratings at 2,200 rpm		
Gross Power SAE J1995	109 kW	146 hp
Gross Power ISO 14396	106 kW	143 hp
Net Power Rating at 2,200 rpm		
SAE J1349	98 kW	131 hp
ISO 9249	98 kW	131 hp
Net Peak Power Rating		
SAE J1349	100 kW	134 hp
ISO 9249	100 kW	134 hp
Bore	105 mm	4.13 in
Stroke	127 mm	5 in
Displacement	4.4 L	268 in <sup>3</sup>
Torque Rise (Net) at 1,400 rpm	29%	
SAE J1349	540 N·m	400 lb-ft
Power Rating Conditions		
No De-Rating Required Up To	2286 m	7,500 ft

### Weights

Operating Weight – Estimated*	10 904 kg	24,039 lb
Operating Weight – Maximum (ROPS Capacity)	13 300 kg	29,321 lb
Counterweight	974 kg	2,147 lb
Cab, ROPS/FOPS	+243 kg	+536 lb
Loader Bucket		
1.53 m <sup>3</sup> (2.0 yd <sup>3</sup> ) GP (Pin-On)	+80 kg	+176 lb
1.34 m <sup>3</sup> (1.75 yd <sup>3</sup> ) MP HD (Pin-On)	+214 kg	+472 lb
1.34 m <sup>3</sup> (1.75 yd <sup>3</sup> ) MP ED (Pin-On)	+290 kg	+639 lb
1.34 m <sup>3</sup> (1.75 yd <sup>3</sup> ) GP (Hook-On)	–150 kg	–331 lb
1.53 m <sup>3</sup> (2.0 yd <sup>3</sup> ) GP (Hook-On)	–73 kg	–162 lb
1.34 m <sup>3</sup> (1.75 yd <sup>3</sup> ) MP HD (Hook-On)	+85 kg	+187 lb
1.34 m <sup>3</sup> (1.75 yd <sup>3</sup> ) MP ED (Hook-On)	+160 kg	+353 lb
Loader Quick Coupler	+250 kg	+551 lb
Backhoe Quick Coupler	+151 kg	+333 lb
Extendible Stick	+338 kg	+745 lb

\*Machine equipped with 15-19.5 12 ply front and 21L-24 16 ply rear, AWD, OROPS, 1.34 m<sup>3</sup> (1.75 yd<sup>3</sup>) general purpose bucket with bolt-on cutting edge, standard stick, 610 mm (24") heavy-duty backhoe bucket.

GP = General Purpose

MP = Multi Purpose

HD = Heavy Duty

ED = Extreme Duty



## Transmission

### Autoshift Transmission

Forward – 1st	6.0 km/h	3.7 mph
2nd	9.6 km/h	6.0 mph
3rd	12.5 km/h	7.8 mph
4th	19.8 km/h	12.3 mph
5th	27.2 km/h	16.9 mph
6th	40.6 km/h	25.2 mph
Reverse – 1st	6.0 km/h	3.7 mph
2nd	12.5 km/h	7.8 mph
3rd	27.2 km/h	16.9 mph

- Travel speeds of two wheel drive backhoe loader at full throttle, when equipped with 21×24 rear tires.

## Axle Ratings

### Front Axle, AWD

Static	22 936 kg	50,565 lb
Dynamic	9174 kg	20,225 lb

### Rear Axle

Static	21 662 kg	47,756 lb
Dynamic	8665 kg	19,103 lb

## Hydraulic System

Type	Closed Center	
Pump Type	Variable Flow, Axial Piston	
Pump Capacity @ 2,200 rpm	220 L/min	58.1 gal/min
System Pressure		
Backhoe	26 200 kPa	3,800 psi
Loader	26 200 kPa	3,800 psi

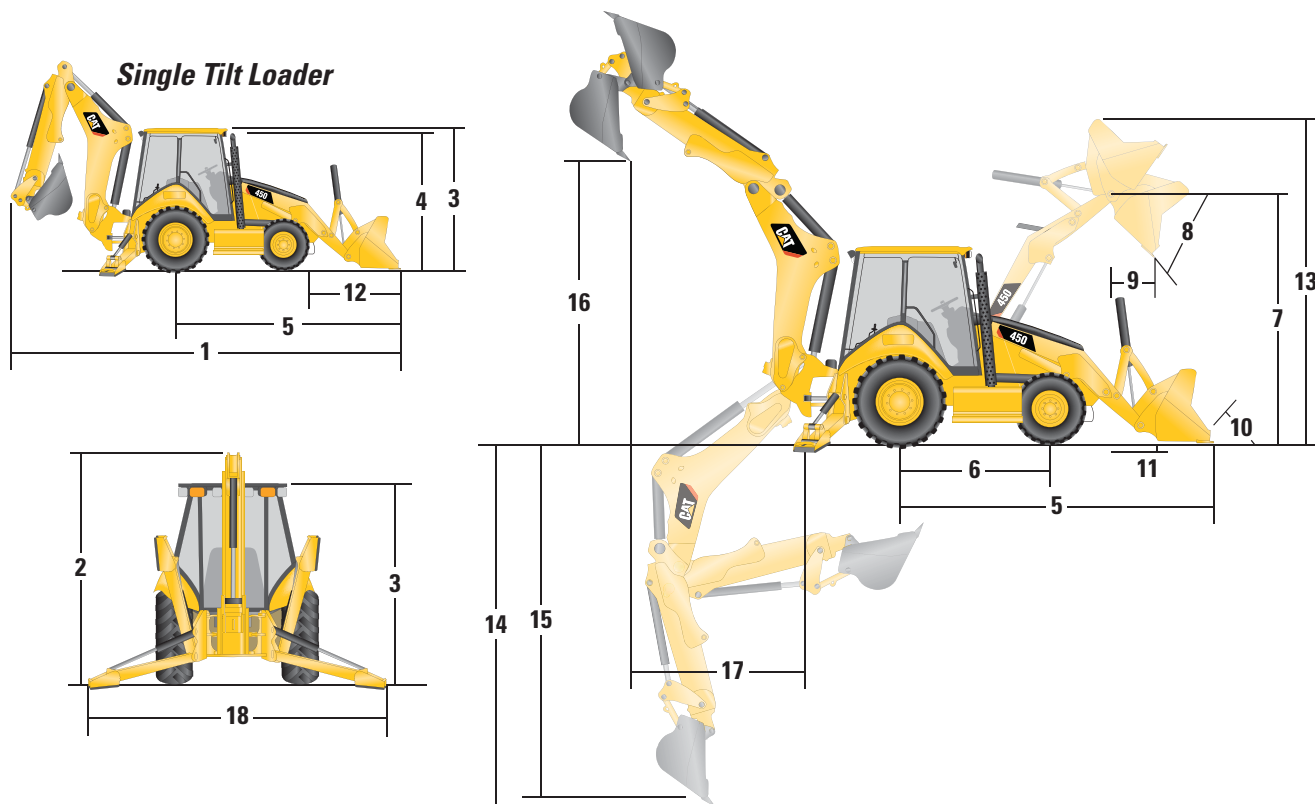
## Steering

Type	Front Wheel	
Power Steering	Hydrostatic HMU	
Bore	85 mm	3.35 in
Stroke	236 mm	9.29 in
Rod Diameter	42 mm	1.65 in
Axle Oscillation	11°	
Turning Circle – AWD (inner wheel not braked)		
Outside Front Wheels	8.396 m	27'7"
Outside Widest Loader Bucket	11.5 m	37'9"

- AWD cylinder, one (1) double-acting.

## Service Refill Capacities

Cooling System with Cab Heater	22.5 L	6.0 gal
Fuel Tank	160.0 L	42.3 gal
Engine Oil with Filter	8.8 L	2.3 gal
Diesel Exhaust Fluid (DEF)	19.0 L	5.0 gal
Transmission (Autoshift) – AWD, Autoshift	18.0 L	4.8 gal
Rear Axle (Center Housing)	19.0 L	5.0 gal
Front Axle (Center Housing)	11.0 L	2.9 gal
Planetaries	0.7 L	0.2 gal
Hydraulic System (Minimum)	130.0 L	34.4 gal
Hydraulic Tank (Nominal)	54.0 L	14.3 gal



## Machine Dimensions

## Single Tilt Loader

Bucket	GP (Pin-On) (1.34 m³/1.75 yd³)		GP (Pin-On) (1.53 m³/2.0 yd³)		MP HD (Pin-On) (1.34 m³/1.75 yd³)		MP ED (Pin-On) (1.34 m³/1.75 yd³)	
1 Overall Length (loader on ground) – Standard Stick	7969 mm	26'2"	8060 mm	26'5"	8011 mm	26'3"	7982 mm	26'2"
Overall Length (loader on ground) – Extendible Stick	7966 mm	26'2"	8056 mm	26'5"	8007 mm	26'3"	7978 mm	26'2"
Overall Transport Length – Standard Stick	7933 mm	26'0"	8001 mm	26'3"	7983 mm	26'2"	7961 mm	26'1"
Overall Transport Length – Extendible Stick	7929 mm	26'0"	7997 mm	26'3"	7979 mm	26'2"	7957 mm	26'1"
2 Overall Transport Height – Standard Stick	4208 mm	13'10"	4208 mm	13'10"	4208 mm	13'10"	4208 mm	13'10"
Overall Transport Height – Extendible Stick	4215 mm	13'10"	4215 mm	13'10"	4215 mm	13'10"	4215 mm	13'10"
Overall Width	2415 mm	7'11"	2415 mm	7'11"	2415 mm	7'11"	2415 mm	7'11"
3 Height to Top of Cab/Canopy	2767 mm	9'1"	2767 mm	9'1"	2767 mm	9'1"	2767 mm	9'1"
4 Height to Top of Exhaust Stack	2744 mm	9'0"	2744 mm	9'0"	2744 mm	9'0"	2744 mm	9'0"
Height to Loader Hinge Pin (transport)	388 mm	1'3"	393 mm	1'3"	440 mm	1'5"	440 mm	1'5"
Ground Clearance (LH step)	315 mm	1'0"	315 mm	1'0"	315 mm	1'0"	315 mm	1'0"
Ground Clearance (AWD guard)	319 mm	1'1"	319 mm	1'1"	319 mm	1'1"	319 mm	1'1"
Ground Clearance (counterweight)	306 mm	1'0"	306 mm	1'0"	306 mm	1'0"	306 mm	1'0"
5 Rear Axle Centerline to Front Grill	2841 mm	9'4"	2841 mm	9'4"	2841 mm	9'4"	2841 mm	9'4"
Front Wheel Tread Gauge (track width)	2016 mm	6'7"	2016 mm	6'7"	2016 mm	6'7"	2016 mm	6'7"
Rear Wheel Tread Gauge (track width)	1814 mm	5'11"	1814 mm	5'11"	1814 mm	5'11"	1814 mm	5'11"
6 Wheelbase AWD	2215 mm	7'3"	2215 mm	7'3"	2215 mm	7'3"	2215 mm	7'3"

## Loader Bucket Dimensions and Performance

## Single Tilt Loader

Bucket	GP (Pin-On) (1.34 m³/1.75 yd³)		GP (Pin-On) (1.53 m³/2.0 yd³)		MP HD (Pin-On) (1.34 m³/1.75 yd³)		MP ED (Pin-On) (1.34 m³/1.75 yd³)	
Capacity (SAE rated)	1.34 m³	1.75 yd³	1.53 m³	2.00 yd³	1.34 m³	1.75 yd³	1.34 m³	1.75 yd³
Width	2450 mm	8'0"	2450 mm	8'0"	2450 mm	8'0"	2450 mm	8'0"
Lift Capacity at Maximum Height	4031 kg	8,886 lb	3984 kg	8,783 lb	3793 kg	8,362 lb	3754 kg	8,276 lb
Lift Breakout Force	52 397 N	11,779 lbf	50 273 N	11,301 lbf	49 986 N	11,237 lbf	49 791 N	11,193 lbf
Tilt Breakout Force	60 323 N	13,561 lbf	54 655 N	12,286 lbf	57 425 N	12,909 lbf	58 429 N	13,135 lbf
Tipping Load at Breakout Point	7399 kg	16,312 lb	7050 kg	15,543 lb	7102 kg	15,656 lb	7131 kg	15,720 lb
7 Maximum Hinge Pin Height	3649 mm	12'0"	3649 mm	12'0"	3649 mm	12'0"	3649 mm	12'0"
8 Dump Angle at Full Height	43°		43°		43°		43°	
Dump Height at Maximum Angle	2740 mm	9'0"	2679 mm	8'9"	2709 mm	8'11"	2730 mm	8'11"
9 Dump Reach at Maximum Angle	901 mm	2'11"	968 mm	3'2"	920 mm	3'0"	905 mm	3'0"
10 Maximum Bucket Rollback at Ground Level	41°		41°		43°		43°	
11 Digging Depth	133 mm	5"	132 mm	5"	143 mm	6"	138 mm	5"
Maximum Grading Angle	107°		105°		106°		107°	
Width of Dozer Cutting Edge	N/A		N/A		2438 mm	8'0"	2438 mm	8'0"
12 Grill to Bucket Cutting Edge, Carry Position	1753 mm	5'9"	1822 mm	6'0"	1802 mm	5'11"	1779 mm	5'10"
13 Maximum Operating Height	4753 mm	15'7"	4856 mm	15'11"	4758 mm	15'7"	4758 mm	15'7"
Jaw Opening Maximum	N/A		N/A		1019 mm	3'4"	1019 mm	3'4"
Bucket Jaw Clamping Force	N/A		N/A		36 635 N	8,236 lbf	36 635 N	8,236 lbf
Weight (does not include teeth or forks)	1010 kg	2,227 lb	1090 kg	2,403 lb	1224 kg	2,698 lb	1300 kg	2,866 lb

## Backhoe Dimensions and Performance

	Standard Stick		E-Stick Retracted		E-Stick Extended	
14 Digging Depth, SAE (maximum)	5185 mm	17'0"	5185 mm	17'0"	6417 mm	21'1"
15 Digging Depth, 2440 mm (8'0") Flat Bottom	4831 mm	15'10"	4831 mm	15'10"	6131 mm	20'1"
Digging Depth, 610 mm (2'0") Flat Bottom	5146 mm	16'11"	5146 mm	16'11"	6380 mm	20'11"
Reach from Rear Axle Centerline at Ground Line	7902 mm	25'11"	7902 mm	25'11"	9065 mm	29'9"
16 Reach from Swing Pivot at Ground Line	6651 mm	21'10"	6651 mm	21'10"	7814 mm	25'8"
Overall Operating Height	6462 mm	21'2"	6464 mm	21'2"	7217 mm	23'8"
Loading Height	4536 mm	14'11"	4518 mm	14'10"	5252 mm	17'3"
17 Loading Reach	2225 mm	7'4"	2239 mm	7'4"	3281 mm	10'9"
Swing Arc	175°		175°		175°	
Bucket Rotation	198°		198°		198°	
18 Stabilizer Spread, Operating Position (outside edge of pad)	4224 mm	13'10"	4224 mm	13'10"	4224 mm	13'10"
Stabilizer Spread, Transport Position	2245 mm	7'4"	2245 mm	7'4"	2245 mm	7'4"
Bucket Dig Force	79 108 N	17,784 lbf	79 116 N	17,786 lbf	79 116 N	17,786 lbf
Stick Dig Force	52 953 N	11,904 lbf	53 669 N	12,065 lbf	40 573 N	9,121 lbf



## STANDARD EQUIPMENT

- 5185 mm (17 ft) center pivot excavator style backhoe
- Adjustable auxiliary flow controls, loader and backhoe
- Air cleaner
- Alarm, back-up
- Alternator, 150 amp
- Audible system fault alarm
- Automatic Engine Speed Control (AESC)
- Autoshift transmission with six (6) forward and three (3) reverse gears and neutral safety switch
- Backhoe Safety Manual
- Battery Box, external, lockable
- Battery disconnect switch
- Battery, maintenance-free, 1,000 CCA
- Boom transport lock
- Brace, lift cylinder
- Brake, SAHR secondary parking
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Canopy, ROPS/FOPS
- Cat cushion swing system
- CD-ROM Parts Manual
- Coat restraint
- Coolant/antifreeze, extended life
- Counterweight, bumper, 974 kg (2,147 lb)
- Diagnostic port for engine, machine and gauge cluster Electronic Control Modules
- Differential lock, loader joystick
- Dome light (cab only)
- Engine enclosure, sound suppression removal panels
- Engine, Cat C4.4 ACERT (Direct Injection Turbocharged), meets Tier 4 Final/Stage IV emission standards, selective catalyst reduction, diesel oxidation catalyst (DOC)
- Face seals, O-ring
- Fan, suction and guard
- Fast reversing shuttle, all gears
- Fenders, rear
- Filters, bowl and cartridge: fuel, hydraulic fluid
- Filters, spin-on: engine oil, transmission oil, water separator
- Flashing hazards/signal lights
- Floor mat
- Four Wheel Drive/Brake Mode Selector
- Fuel tank, fully enclosed
- Fully hinged front grill for cooling package cleaning access
- Ground level fuel fill and DEF fill
- Guard, boom protection plate
- Guards, stabilizer, rock
- Hammer cup
- High ambient cooling package
- Hood lock, inside cab
- Hydraulic hose, XT™
- Hydraulic oil cooler
- Hydraulic oil level sight gauge
- Hydraulic valves, backhoe six (6) function
- Hydraulic valves, loader three (3) function
- Hydraulics, load sensing with variable displacement piston pump and flow sharing valve
- Indicator lights: hydraulic implement lockout, hydraulic filter bypass, water in fuel, operator presence, remote dial throttle active, air filter blocked, engine warning, machine locked (if equipped), warning lamp, emissions module malfunction, low battery/charging system warning, high hydraulic oil temperature; LCD warnings: engine oil pressure, service due, high coolant temperature, auto idle shutdown, high torque converter temperature
- Instrument panel lights
- Joystick controls: electrohydraulic controls with pattern changer valve
- Key start/stop system
- LCD operator screen
- Lights, working (four [4] front, four [4] rear)
- Loader joystick, self-leveling, return-to-dig, transmission disconnect switch, Forward/Neutral/Reverse Switch, MP Auxiliary roller
- Loader, single tilt
- Machine Security System integrated into LCD operator display
- Mirror, rearview
- One-touch low idle
- Open circuit breather
- Operations and Maintenance Manual
- Pattern changer, in cab
- Power receptacle, 12 volt, one (1) internal + one (1) USB, two (2) external
- Product Link™
- Radio ready (Cab)
- Ride Control
- Rubber impact strips on radiator guards
- Seat belt, retractable, 51 mm (2 in)
- Seat mounted controls
- Seat, air suspension with armrest
- Stabilizer shoes, reversible
- Stabilizers, electrohydraulic, auto-up function
- Starting system, glow plugs
- Steering knob
- Steering, hydrostatic
- Stop and tail lights
- Storage compartment (Cab/Canopy), lockable
- Storage tray, electronics and miscellaneous items
- Swing transport lock
- Throttle, hand and foot, electronic
- Tilt steering wheel (Canopy), Tilt/telescoping (Cab)
- Tire Valve Stem Protection
- Tires
- Torque converter
- Transmission neutralizer switch
- Transport tie-downs
- Vandalism locks, four (4)
- Vandalism protection, gauge cover (Canopy)
- Warning horn, electric

## OPTIONAL EQUIPMENT

- Battery, additional, 1,000 CCA
- Cab, deluxe with air conditioning
- Cold weather fuel (–30° C/–22° F)
- Cold weather package, including additional battery, engine block heater, radiator antifreeze, cold weather fuel (–30° C/–22° F) and mounting for an ether bottle
- Fenders, front with integral steps
- Guard, stabilizer, stab leg bottom
- Hydraulic lines, combined function auxiliary
- Hydraulic valves, loader quick coupler
- Lights, LED work lights, wide and spot
- Loader, Quick Coupler
- Quick Coupler, backhoe, hydraulic, dual lock
- Radio and CD player, Bluetooth®
- Rotating beacon, magnetic mount
- Seat belt, 75 mm (3 in)
- Seat, heated
- Stick, extendible
- Work Tool Attachments such as buckets, flip over forks, hammers and vibratory plate compactors. See your Cat dealer for more information.

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

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AEHQ8168 (10-2018)  
Build Number: 07A  
(North America)



PANOCHE WATER DISTRICT				
ACCOUNTS PAYABLE LIST				
PAYMENTS RUN FROM 8/10/2022 TO 9/13/2022				
		MECHANICS O & M CHECKING # 8566		
DATE	CHECK NUMBER	NAME	CHECK AMOUNT	MEMO
8/10/2022	40515	SL & DM WATER AUTHORITY	\$ 123,643.07	YUBA COUNTY WATER AGENCY TRANSFER - 2020 \$ 1,652.11, LOS VAQUEROS \$ 89,712.00, DHCCP DEBT SERVICE & BANK ADMIN FEES \$ 23,278.66 & 2022 NOD WATER TRANSFER \$ 9,000.30
8/10/2022	40516	FRESNO COUNTY TAX COLLECTOR	\$ 253.30	PROPERTY TAX DISTRICT HOUSE # 4
8/10/2022	40517	GILTON SOLID WASTE INC.	\$ 405.22	JULY 2022 WASTE SERVICE
8/10/2022	40518	VERIZON WIRELESS	\$ 1,300.31	JUNE 2022 GPS SERVICE & JULY 2022 CELL SERVICE
8/10/2022	40519	XEROX FINANCIAL SERVICES	\$ 593.87	COPIER LEASE
8/10/2022	40520	LORENA CHAGOYA	\$ 70.00	REPLACE LOST CHECK - LUNCH MEETING
8/10/2022	40521	ACWA/JPIA-DUES	\$ 2,948.00	CYBER LIABILITY INSURANCE 22/23
8/10/2022	40522	1ST-IN-PADLOCKS.COM, LLC	\$ 168.86	MASTERLOCK PADLOCKS - SLD
8/24/2022	40523	AMAZON/SYNCH	\$ 1,195.84	DISTRICT & OFFICE SUPPLIES
8/24/2022	40524	DARRELL ARENA	\$ 150.00	REPAIR ELECTRICAL PANEL PER CSTC AUDIT
8/24/2022	40525	APPL, INC.	\$ 1,850.00	IRRIGATION WATER ANALYSIS & GBP WATER SAMPLES
8/24/2022	40526	A PLUS PLUMBING, LLC	\$ 3,350.00	REPAIRED LEAK IN MAIN OFFICE UNDER FLOOR
8/24/2022	40527	A.T.I. CLUTCH & BRAKE	\$ 673.15	REPAIR # SJ40
8/24/2022	40528	JUSTIN'S TIRE AND AUTO	\$ 1,478.01	TIRES # 12C
8/24/2022	40529	BONDS & SON SEPTIC TANK	\$ 380.00	REPAIR MAIN SEWER LINE HOUSE # 4 & PUMPED SEPTIC TANK HOUSE # 5
8/24/2022	40530	JUAN CADENA	\$ 54.47	REIMBURSEMENT FOR FUEL & COVID TEST
8/24/2022	40531	CLARK PEST CONTROL	\$ 607.00	SHOP & DISTRICT HOUSE PEST CONTROL
8/24/2022	40532	CRAMER FISH SCIENCES	\$ 469.00	JULY 2022 CONSULTING SERVICE - SLD
8/24/2022	40533	LIGHTHOUSE DOCUMENT TECHNOLOGIES, INC.	\$ 552.00	JUNE 2022 LEGAL CONSULTANT
8/24/2022	40534	DEPARTMENT OF MOTOR VEHICLES	\$ 10.00	PTI FEES # 76T
8/24/2022	40535	FEDERAL EXPRESS	\$ 360.08	GBP WATER SAMPLE SHIPPING
8/24/2022	40536	FENTON & KELLER	\$ 7,811.00	JUNE 2022 LEGAL SERVICES
8/24/2022	40537	FIREBAUGH CANAL WATER DISTRICT	\$ 169,895.80	WELL WATER 410 AF @ \$ 414.38
8/24/2022	40538	CORELOGIC INFORMATION SOLUTION	\$ 200.00	JULY 2022 APN RESEARCH
8/24/2022	40539	F.S. ROD, INC.	\$ 434.13	GRAVEL WELL # 43 PIPELINE
8/24/2022	40540	HACH COMPANY	\$ 273.08	GLASS COVERING FOR INSTRUMENTS - DOMESTIC WATER PLANT
8/24/2022	40541	HALLMARK GROUP	\$ 4,189.94	JULY 2022 WATER SMART GRANT APPLICATION
8/24/2022	40542	HOFFMAN SECURITY	\$ 341.40	DISTRICT SECURITY
8/24/2022	40543	HOME DEPOT CREDIT SERVICES	\$ 2,089.70	OFFICE, DISTRICT, VEHICLE & SLD SUPPLIES
8/24/2022	40544	ARNOLD JORGE	\$ 150.00	REIMBURSEMENT - DOT PHYSICAL
8/24/2022	40545	MACHADO BACKHOE INC.	\$ 2,432.26	GATES - LATERAL # 2
8/24/2022	40546	MANUELS TIRE SERVICE	\$ 1,009.50	TIRES # 70B
8/24/2022	40547	MCCORMICK BARSTOW LLP	\$ 2,410.50	APRIL 2022 & JUNE 2022 LEGAL SERVICES
8/24/2022	40548	MCGUIRE BOTTLED WATER	\$ 224.90	DRINKING WATER
8/24/2022	40549	MID VALLEY DISPOSAL	\$ 648.00	PICKUP TRASH IN BONEYARD
8/24/2022	40550	MOORE TWINING	\$ 1,215.00	WATER SAMPLES - DOMESTIC SYSTEM
8/24/2022	40551	NUTRIEN AG SOLUTIONS, INC.	\$ 1,597.39	25 GALS CAPSTONE @ \$ 63.90
8/24/2022	40552	THE PHONE CONNECTION	\$ 417.50	REPAIR PHONE IN OFFICE
8/24/2022	40553	QUALITY COLLISION CENTER	\$ 3,391.26	REPAIRS FOR # 13 A
8/24/2022	40554	SAN LUIS CANAL COMPANY	\$ 272,412.00	WATER TRANSFER - ESC 2,961 AF @ \$ 92.00
8/24/2022	40555	SANTOS FORD	\$ 89.95	DIAGNOSTICS ON # 42
8/24/2022	40556	SAVEMART SUPERMARKET	\$ 730.71	OFFICE SNACKS

DATE	CHECK NUMBER	NAME	CHECK AMOUNT	MEMO
8/24/2022	40557	SORENSEN'S TRUE VALUE	\$ 731.59	SAW & COMPACTOR RENTAL
8/24/2022	40558	SUMMERS ENGINEERING INC.	\$ 3,280.46	JULY 2022 ENGINEERING SERVICE
8/24/2022	40559	THARP'S FARM SUPPLY	\$ 39.06	PARTS FOR WELL # 43
8/24/2022	40560	WATER RECLAMATION	\$ 7,731.24	DISASSEMBLE AND INSPECT SPARE PUMP FOR RECIRCULATION PUMP, CHECK VFD RUSSELL LIFT, ELECTRODES
8/24/2022	40561	WESTSIDE WATER	\$ 22,751.09	RUSSELL LIFT & SUPPLIES FOR RECIRCULATION LINE
8/24/2022	40562	XIO, INC.	\$ 188.00	JUNE 2022 & JULY 2022 WEEKLY CHECKS & REPAIRS - DOMESTIC SYSTEM
8/26/2022	40563	ACWA/JPIA	\$ 86,890.30	JULY 2022 & AUGUST 2022 CLOUD BASED MONITORING SERVICE - DOMESTIC SYSTEM
9/2/2022	40564	FRESNO TRUCK TRAINING	\$ 1,800.00	AUGUST 2022 & SEPTEMBER 2022 INSURANCE - HEALTH \$ 75,882.08, DENTAL \$ 5,152.40, VISION \$ 890.88, LIFE \$ 263.62 & M LINNEMAN \$ 4,701.32
9/13/2022	40565	ACWA/JPIA	\$ 35,237.25	CLASS A TRAINING PROGRAM JOSE PIMENTEL
9/13/2022	40566	APPL, INC.	\$ 320.00	OCTOBER 2022 INSURANCE HEALTH \$ 30,352.84, DENTAL \$ 2,059.64, VISION \$ 371.20, LIFE \$ 102.91 & M LINNEMAN \$ 2,350.66
9/13/2022	40567	AUDIO TELECOMMUNICATIONS TECHNOLOGY	\$ 62.35	IRRIGATION WATER SAMPLES
9/13/2022	40568	BEDROCK ENGINEERING	\$ 6,961.00	JULY 2022 TELEPHONE CONFERENCE LINE
9/13/2022	40569	JUSTIN'S TIRE AND AUTO	\$ 21.72	ENGINEERING SERVICE - SOLAR PROJECT
9/13/2022	40570	BRENNTAG PACIFIC, INC.	\$ 1,177.90	FLAT REPAIR # SJ78
9/13/2022	40571	CALIFORNIA SAFETY TRAINING CORPORATION	\$ 500.00	CHLORINE - DOMESTIC WATER PLANT
9/13/2022	40572	DON'S MOBILE GLASS	\$ 263.00	QUARTERLY DISTRICT INSPECTION
9/13/2022	40573	FRASIER IRRIGATION INC.	\$ 6,175.41	REPAIR # 10B
9/13/2022	40574	FRONTIER COMMUNICATION	\$ 633.42	MAINLINE RENTAL DMC WELLS
9/13/2022	40575	GRASSLAND BASIN AUTHORITY	\$ 16,798.14	AUGUST 2022 TELEPHONE
9/13/2022	40576	DIANA MOSES	\$ 204.16	JULY 2022 DYED DIESEL
9/13/2022	40577	NAPA AUTO PARTS	\$ 539.27	TRAVEL REIMBURSEMENT
9/13/2022	40578	N & S TRACTOR	\$ 103.57	PARTS FOR # 10B & # 70B
9/13/2022	40579	PACIFIC GAS & ELECTRIC	\$ 217,930.59	PARTS FOR # 70B
9/13/2022	40580	SPRAYTEC SPRAYER TECHNOLOGY	\$ 365.04	AUGUST 2022 ELECTRICAL POWER
9/13/2022	40581	TECHNO-FLO	\$ 1,287.59	REPAIR # 42
9/13/2022	40582	UNWIRED BROADBAND, INC.	\$ 549.99	FLOW METER PARTS
9/13/2022	40583	VERIZON WIRELESS	\$ 1,443.62	SEPTEMBER 2022 INTERNET SERVICE
9/13/2022	40584	WATER RECLAMATION	\$ 1,237.93	JULY 2022 GPS SERVICE & AUGUST 2022 CELL PHONE SERVICE
9/13/2022	40585	WINDECKER, INC.	\$ 7,019.29	REPLACE STOLEN WIRES RUSSELL LIFT #1 PUMP STATION
9/13/2022	40586	YOUNG'S AIR CONDITIONING	\$ 1,075.00	1,600 GALS UNLEADED @ \$ 4.39
9/13/2022	40587	VOID	\$ -	REPAIR HOUSE #6 & SERVICE DISTRICT HOUSES & OFFICE
9/13/2022	40588	ANTHONY ZAVALA	\$ 35.35	VOID
8/3/2022	JE-110	TRANSFER FUNDS FOR PAYROLL	\$ 90,000.00	TRAVEL REIMBURSEMENT
8/16/2022	W00797	PAI SERVICES, LLC	\$ 118.82	PAYROLL DATED 8/5/2022
8/16/2022	JE-130	TRANSFER FUNDS FOR PAYROLL	\$ 80,000.00	JULY 2022 SAGE TIME
8/25/2022	W00798	U.S. BUREAU OF RECLAMATION	\$ 42,783.99	PAYROLL DATED 8/19/2022
8/25/2022	W00799	SL & DM WATER AUTHORITY	\$ 126,672.15	MAR 22 SLC USBR WATER \$ 23,999.63, JUL 22 SLC WARREN ACT \$ 8,294.55, ADDITIONAL MAR 22 RESTORATION WATER COST SLC \$ 3,334.34, JUL 22 RESTORATION WATER COSTS SLC \$ 7,110.25 & JUL 22 RESTORATION WATER COST FOR DMC \$ 45.22
8/25/2022	W00800	SLDM WATER AUTHORITY	\$ 133,993.33	REVISED ENVIRONMENTAL IMPACT STATEMENT \$ 152.74, FY23 2ND INSTALL BF SISK MEMBERSHIP DUES \$25,998.91 & FY23 2ND INSTALL MEMBERSHIP DUES \$ 100,520.50
8/28/2022	JE-145	US BANK	\$ 475,583.35	MAR 22 SLC SLD MWA ADJUSTED CONVEYANCE COST \$ - 1,995.38, MAR 22 SLC SLD MWA ADJUSTMENT \$ 1,661.52, JUL 22 SLC SLD MWA CONVEYANCE COST \$ 93,365.14, JUL 22 DMC SLD MWA CONVEYANCE COSTS \$ 40,962.05
8/28/2022	JE-146	US BANK	\$ 172,200.00	PFA REVENUE BOND SERIES 2021B INTEREST \$ 110,583.35 & PRINCIPAL \$ 365,000.00
8/31/2022	JE-149	TRANSFER FUNDS FOR PAYROLL	\$ 70,000.00	PFA REVENUE BOND SERIES 2021A INTEREST INSTALLMENT
				PAYROLL DATED 9/2/2022

	CHECK		CHECK	
DATE	NUMBER	NAME	AMOUNT	MEMO
9/2/2022	W00801	WESTAMERICA VISA	\$ 5,660.51	FENCING -GBP/SLD, SORBENT BAGS FOR SPILL KITS, FUEL FOR # 2C, 2ND QTR 22 STATE & FEDERAL PAYROLL TAX FILING, REPAIRS # 12C, POSTAGE, PARTS FOR # 44, ICE FOR GBP SAMPLES, PARTS FOR WATER METER, CEQA NOTICE OF EXEMPTION, INJECTOR FOR BOOSTER PUMP, DISTRICT EMAILS, REPAIR # 18A, BUSINESS LUNCH, SCHEDULING CALENDAR RENEWAL & DISTRICT SUPPLIES
			\$ 2,232,841.68	
		<b>MECHANICS PAYROLL CHECKING # 7895</b>		
	CHECK		CHECK	
DATE	NUMBER	NAME	AMOUNT	MEMO
8/3/2022	PR-1445	NET PAYROLL	\$ 4,506.34	PAYROLL DATED 8/3/2022
8/3/2022	PR-1446	NET PAYROLL	\$ 633.03	PAYROLL DATED 8/3/2022
8/3/2022	PR-1447	NET PAYROLL	\$ 9,092.69	PAYROLL DATED 8/3/2022
8/4/2022	JE-111	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 445.50	STATE PAYROLL TAX DEPOSIT
8/4/2022	JE-112	INTERNAL REVENUE SERVICE	\$ 2,002.72	FEDERAL PAYROLL TAX DEPOSIT
8/4/2022	JE-113	JOHN HANCOCK	\$ 2,012.32	401K RETIREMENT
8/4/2022	JE-114	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 16.30	STATE PAYROLL TAX DEPOSIT
8/4/2022	JE-115	INTERNAL REVENUE SERVICE	\$ 160.00	FEDERAL PAYROLL TAX DEPOSIT
8/4/2022	JE-116	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 1,324.90	STATE PAYROLL TAX DEPOSIT
8/4/2022	JE-117	INTERNAL REVENUE SERVICE	\$ 4,976.09	FEDERAL PAYROLL TAX DEPOSIT
8/4/2022	PR-1448	NET PAYROLL	\$ 38,974.50	PAYROLL DATED 8/5/2022
8/5/2022	JE-119	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 6.76	STATE PAYROLL TAX DEPOSIT
8/5/2022	JE-120	INTERNAL REVENUE SERVICE	\$ 14,209.36	FEDERAL PAYROLL TAX DEPOSIT
8/5/2022	JE-121	INTERNAL REVENUE SERVICE	\$ 93.94	FEDERAL PAYROLL TAX DEPOSIT
8/5/2022	JE-122	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 2,480.51	STATE PAYROLL TAX DEPOSIT
8/5/2022	JE-123	JOHN HANCOCK	\$ 7,015.92	401K RETIREMENT
8/5/2022	PR-1449	NET PAYROLL	\$ 546.93	PAYROLL DATED 8/5/2022
8/17/2022	PR-1450	NET PAYROLL	\$ 41,340.86	PAYROLL DATED 8/19/2022
8/18/2022	JE-133	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 3,255.07	STATE PAYROLL TAX DEPOSIT
8/18/2022	JE-134	INTERNAL REVENUE SERVICE	\$ 17,300.82	FEDERAL PAYROLL TAX DEPOSIT
8/19/2022	JE-135	JOHN HANCOCK	\$ 7,450.68	401K RETIREMENT
8/30/2022	3147	PRINCIPAL LIFE INSURANCE COMPANY	\$ 544.16	EMPLOYEE PAID INSURANCE
9/1/2022	PR-1451	NET PAYROLL	\$ 44,553.07	PAYROLL DATED 9/2/2022
9/2/2022	JE-150	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 3,086.34	STATE PAYROLL TAX DEPOSIT
9/2/2022	JE-151	INTERNAL REVENUE SERVICE	\$ 16,789.18	FEDERAL PAYROLL TAX DEPOSIT
9/2/2022	JE-152	JOHN HANCOCK	\$ 8,293.88	401K RETIREMENT
		<b>TOTAL</b>	<b>\$ 231,111.87</b>	

BACK



PANOCHE WATER DISTRICT					
FYE 2023 BUDGET (March 1, 2022 - February 28, 2023) - Adopted Feb 22, 2022					
March thru August 50%		Budget	Actual	REMAINING BALANCE	
<b>Operating Revenues</b>					
1	Supplemental Water	\$ 10,362,366	\$ 9,029,815	\$ 1,332,551	87%
2	Operations & Maintenance	\$ 5,861,058	\$ 3,023,856	\$ 2,837,202	52%
3	Fresno/Merced Counties - 2021 CVP Bond	\$ 1,509,263	\$ 651,946	\$ 857,317	43%
4	Labor Reimbursements	\$ 583,740	\$ 122,607	\$ 461,133	21%
5	Other Revenues	\$ 250,000	\$ 51,698	\$ 198,302	21%
6	Reimbursed Expenses	\$ 200,000	\$ 204,541	\$ (4,541)	102%
7	Domestic Water Treatment Plant	\$ 140,000	\$ 56,864	\$ 83,136	41%
8	Sustainable Groundwater Management <sup>1</sup>	\$ 46,497	\$ -	\$ 46,497	0%
9	CVP AG Water Contract	\$ -	\$ 264,539	\$ (264,539)	0%
<b>Total Revenue</b>		<b>\$ 18,952,924</b>	<b>\$ 13,405,866</b>	<b>\$ 5,547,058</b>	<b>71%</b>
Operating Expenses		Budget	Actual	REMAINING BALANCE	
<b>Water</b>					
10	Supplemental Water	\$ 10,362,366	\$ 5,940,021	\$ 4,422,345	57%
11	Planning & Engineering	\$ 150,000	\$ 149,638	\$ 362	100%
12	CVP Water Contract	\$ -	\$ 37,860	\$ (37,860)	
		\$ 10,512,366	\$ 6,127,519	\$ 4,384,848	58%
<b>Administration</b>					
13	2021 CVP Bond	\$ 928,866	\$ 647,783	\$ 281,083	70%
14	Legal	\$ 600,000	\$ 87,158	\$ 512,842	15%
15	2021 CVP Bond Assessment Refund	\$ 580,397	\$ -	\$ 580,397	0%
16	Salaries and Wages	\$ 569,425	\$ 283,834	\$ 285,591	50%
17	Employees' Benefits	\$ 202,961	\$ 95,246	\$ 107,715	47%
18	SLDMWA Activity Agreements	\$ 186,146	\$ 178,220	\$ 7,926	96%
19	SLDMWA DHCCP Bond Payment	\$ 148,592	\$ 22,438	\$ 126,154	15%
20	Directors' Benefits	\$ 138,352	\$ 49,398	\$ 88,954	36%
21	Insurance	\$ 127,750	\$ 60,700	\$ 67,050	48%
22	SWRCB Water Rights Fee	\$ 125,000	\$ -	\$ 125,000	0%
23	Other Supplies & Services	\$ 105,000	\$ 64,854	\$ 40,146	62%
24	Payroll Burden	\$ 68,642	\$ 41,203	\$ 27,439	60%
25	Professional Services	\$ 60,000	\$ 41,259	\$ 18,741	69%
26	Annual Audits	\$ 50,000	\$ -	\$ 50,000	0%
27	Central Delta-Mendota Region SGMA <sup>1</sup>	\$ 46,497	\$ 14,893	\$ 31,604	32%
28	Communications	\$ 45,000	\$ 21,686	\$ 23,314	48%
29	Conferences and Trainings	\$ 45,000	\$ 20,212	\$ 24,788	45%
30	Utilities	\$ 30,000	\$ 14,371	\$ 15,629	48%
		\$ 4,057,629	\$ 1,643,255	\$ 2,414,374	40%

March thru August 50%		Budget	Actual	REMAINING BALANCE	
Operations & Maintenance					
31	Energy	\$ 1,440,000	\$ 652,889	\$ 787,111	45%
32	Salaries and Wages	\$ 1,258,610	\$ 459,187	\$ 799,423	36%
33	Employees' Benefits	\$ 431,839	\$ 154,089	\$ 277,750	36%
34	Pumps & Structures Repairs	\$ 250,000	\$ 128,347	\$ 121,653	51%
35	Payroll Burden	\$ 197,481	\$ 66,658	\$ 130,822	34%
36	Reimbursable Expenses	\$ 200,000	\$ 95,664	\$ 104,336	48%
37	Chemical Application	\$ 170,000	\$ 97,540	\$ 72,460	57%
38	Domestic Water Treatment Plant	\$ 140,000	\$ 57,526	\$ 82,474	41%
39	Fuel & Oil	\$ 90,000	\$ 124,174	\$ (34,174)	138%
40	Capital Cost - Depreciation	\$ 75,000	\$ -	\$ 75,000	0%
41	Equipment Repairs	\$ 50,000	\$ 31,932	\$ 18,068	64%
42	Vehicle Repairs & Maintenance	\$ 45,000	\$ 14,211	\$ 30,789	32%
43	Buildings Repairs & Maintenance	\$ 20,000	\$ 25,393	\$ (5,393)	127%
44	Laboratory - Water Testing	\$ 15,000	\$ 11,806	\$ 3,194	79%
		\$ 4,382,929	\$ 1,919,416	\$ 2,463,514	44%
Total Expenses		\$ 18,952,924	\$ 9,690,189	\$ 9,262,735	51%
Net Revenue/(Deficit)			\$ 3,715,677		
<sup>1</sup> SGMA Costs historically billed on an pro-rata acreage basis					

BACK



Water Supply																		
District Water March, 2022 - Feb, 2023	Annual AF	2022 March	2022 Apr	2022 May	2022 June	2022 July	2022 Aug	2022 Sept	2022 Oct	2022 Nov	2022 Dec	2023 Jan	2023 Feb	YTD Usage	Transfers Out	Not Pumped	WA Stored	Remaining Balance
Transfer 2 - DC	2,065			116	949	500	500							2,065				0
Transfer 6 - DC	100			12	88									100				0
Transfer 7 - DC	1,078					509	569							1,078				0
Grower Transfer Ins	2,224			377	487	660	700							2,224				0
PWD Grower Wells f/Crdt	5,365	386	733	1,052	1,015	1,288	891							5,365				0
Gains or Losses	1,604	130	556	728	782	83	(675)							1,604				0
District Water Total	12,436	516	1,289	2,285	3,321	3,040	1,985	0	0	0	0	0	0	12,436				0
Bureau Water March, 2022 - Feb, 2023	Annual AF	2022 March	2022 Apr	2022 May	2022 June	2022 July	2022 Aug	2022 Sept	2022 Oct	2022 Nov	2022 Dec	2023 Jan	2023 Feb	YTD Usage	Transfers Out	Loss	WA Stored	Remaining Balance
Public Health & Safety	121													0				121
2022-2023 0% USBR	0													0				0
CVP 3F Wtr -20-21 Resch	4,251	173	818	41	17	614	1,198							2,861		(201)		1,189
CVP 3F Wtr -21-22 Resch	1,334	84												84		(61)		1,189
Transfer 1 Rescheduled	6,913	209												209		(328)		6,376
Transfer 3 Rescheduled	293													0				293
Grower Transfer Ins	1,816		196	460	595	382	183							1,816				0
Transfer 2	935			684	251									935				0
Transfer 4	579													0	(140)	(34)	405	405
Transfer 5	2,116													0		(529)		1,587
Transfer 7	3,572			369	1,250	1,576	377							3,572				0
Transfer 8	64													0		(16)		48
Transfer 9	350										0			0				350
Burea Water Total	22,344	466	1,014	1,554	2,113	2,572	1,758	0	0	0	0	0	0	9,477	(140)	(1,169)	405	11,558
Total Water Supply	34,780	982	2,303	3,839	5,434	5,612	3,743	0	0	0	0	0	0	21,913	(140)	(1,169)		11,558
Usage																		
Growers		982	2,303	3,839	5,434	5,612	3,743							21,913				
Transfers Out/Sales		0	0	0	0	0	0							0				
Total Usage/Transfers		982	2,303	3,839	5,434	5,612	3,743	0	0	0	0	0	0	21,913				
Diff/Losses: % of Supply	%	13%	24%	19%	15%	2%	-16%							8%				
Budget to Actual - AF	32,150	849	1,946	3,341	4,439	5,068	3,654							19,297				12,853

\*\* Estimate  
\* Water Supply Numbers are estimates of known Transfers at this time - Deliveries are Actual \* /\*WY21-22 YUBA changed from 1,901 AF to 1,334 AF - 567 AF Transfer to WWD\* /\*WA Water total changed to reflect PWD's portion only.\*

**PANOCHE WATER DISTRICT**  
**NON-PROJECT WATER CREDITS REPORT**  
 (ALL FIGURES IN ACRE FEET)  
 WY 2022-2023 Warren Act Water Credits

				7%	5%	27%	6%	54%
<b>ANNUAL ENTITY CREDITS FOR WARREN ACT WATER</b>								
Month	Gross	Loss	Net	Camp-13	CDD	FCWD	PAC	PWD
January	282	(14)	268	18	14	73	16	147
February	137	(7)	130	9	7	35	8	71
March	92	(5)	87	6	5	24	6	46
April	126	(6)	120	9	7	32	8	64
May	165	(8)	157	10	9	43	10	85
June	151	(7)	144	10	8	39	9	78
July	106	(6)	100	7	6	27	6	54
August								
September								
October								
November								
December								
January								
February								
<b>Grand Totals</b>	<b>1,059</b>	<b>(53)</b>	<b>1006</b>	<b>69</b>	<b>56</b>	<b>273</b>	<b>63</b>	<b>545</b>
Credits Taken			(449)	0	0	(246)	(63)	(140)
Balance Remaining			557	69	56	27	0	405

## 2022-23 San Luis Storage Projection 50% Exceedance Hydrology

