

114TH CONGRESS
2D SESSION

H. R. 5217

To affirm “The Agreement Between the United States and Westlands Water District” dated September 15, 2015, “The Agreement Between the United States, San Luis Water District, Panoche Water District and Pacheco Water District”, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

MAY 12, 2016

Mr. COSTA introduced the following bill; which was referred to the Committee on Natural Resources

A BILL

To affirm “The Agreement Between the United States and Westlands Water District” dated September 15, 2015, “The Agreement Between the United States, San Luis Water District, Panoche Water District and Pacheco Water District”, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 (a) SHORT TITLE.—This Act may be cited as the
5 “San Luis Unit Drainage Resolution Act”.

6 (b) TABLE OF CONTENTS.—The table of contents for
7 this Act is as follows:

1 **SEC. 2. DEFINITIONS.**

2 In this Act:

3 (1) **NORTHERLY DISTRICTS AGREEMENT.**—The
4 term “Northerly Districts Agreement” means the
5 Agreement dated _____ between the Secretary
6 and San Luis Water District, Panoche Water Dis-
7 trict, and Pacheco Water District.

8 (2) **NORTHERLY SAN LUIS UNIT DISTRICTS.**—
9 The term “Northerly San Luis Unit Districts”
10 means San Luis Water District, Panoche Water Dis-
11 trict, and Pacheco Water District.

12 (3) **PROJECT.**—The term “Project” means the
13 Central Valley Project owned by the United States
14 and managed by the Department of the Interior,
15 Bureau of Reclamation.

16 (4) **PROJECT WATER.**—The term “Project
17 Water” means all water that is developed, diverted,
18 stored, or delivered by the Secretary in accordance
19 with the statutes authorizing the Project and in ac-
20 cordance with the terms and conditions of water
21 rights acquired pursuant to California law.

22 (5) **SAN LUIS ACT.**—The term “San Luis Act”
23 means the Act of June 3, 1960, Public Law No. 86–
24 488 and all Acts amendatory thereof and supple-
25 mentary thereto.

1 (6) SAN LUIS UNIT.—The term “San Luis
2 Unit” means those lands identified in section 1 of
3 the Act of June 3, 1960 (Public Law 86–488, 74
4 Stat. 156).

5 (7) SAN LUIS UNIT CONTRACTORS.—As used
6 herein, the term “San Luis Unit Contractors”
7 means Westlands Water District (including
8 Broadview Water District lands annexed within
9 Westlands Water District), San Luis Water District,
10 Panoche Water District, and Pacheco Water Dis-
11 trict.

12 (8) SECRETARY.—The term “Secretary” means
13 the Secretary of the Interior.

14 (9) WETLANDS AGREEMENT.—The term
15 “Westlands Agreement” means the “Agreement be-
16 tween the United States and Westlands Water Dis-
17 trict August 2015” signed September 15, 2015.

18 (10) CONTRACTING OFFICER.—The term “Con-
19 tracting Officer” means “Contracting Officer” as
20 that term is defined in existing San Luis Unit water
21 service contracts.

22 (11) CONDITION OF SHORTAGE.—The term
23 “Condition of Shortage” means “Condition of Short-
24 age” as that term is defined in existing San Luis
25 Unit water service contracts.

1 (12) CENTRAL VALLEY PROJECT IMPROVEMENT
2 ACT OF 1992 DEFINITIONS.—As used herein, the
3 terms “repayment contractor,” “repayment con-
4 tracts,” “water service contractor,” “water service
5 contracts,” “exchange contractor,” “exchange con-
6 tracts,” “water rights settlement contractor,”
7 “water rights settlement contracts,” “refuge con-
8 tractor,” and “refuge contracts” shall have the same
9 meanings respectively as each of those terms has in
10 title XXXIV of the Central Valley Project Improve-
11 ment Act of 1992 (106 Stat. 4705).

12 **SEC. 3. APPROVAL OF AGREEMENTS.**

13 Notwithstanding any other provision of law, unless
14 otherwise specified herein, the Secretary is hereby directed
15 to implement the terms and conditions of the Westlands
16 and Northerly Districts Agreements.

17 **SEC. 4. RELIEF FROM DRAINAGE OBLIGATION.**

18 The San Luis Act is amended as follows:

19 (1) In the second sentence of section 1(a) strike
20 the words “distribution systems, drains.”

21 (2) In the sixth sentence of section 1(a), by in-
22 serting a period following the phrase “and the terms
23 and conditions of this Act” and striking all that fol-
24 lows.

1 (3) In section 5, by striking the first sentence
2 and inserting “Notwithstanding any other provision
3 of law, the Secretary of the Interior shall have no
4 duty to provide drainage or drainage service to the
5 San Luis Unit. Each contractor within the San Luis
6 Unit that receives water for the purpose of irrigation
7 shall be responsible for the management of drainage
8 water within its boundaries, in accordance with Fed-
9 eral and California law consistent with the Agree-
10 ment between the United States and Westlands
11 Water District August 2015, signed September 15,
12 2015, and Agreement dated _____ between
13 the Secretary and San Luis Water District, Panoche
14 Water District, and Pacheco Water District, respec-
15 tively.”.

16 (4) In the first sentence of section 8 by striking
17 the words “other than distribution systems and
18 drains.”

19 (5) In the third sentence of section 8, strike ev-
20 erything between the word “required” through and
21 including “(b)” inserting a period following the word
22 “unit.” Strike the remainder of the proviso in sec-
23 tion 8.

1 **SEC. 5. DRAINAGE IMPLEMENTATION.**

2 Upon enactment of this Act, and as provided in the
3 Westlands Agreement and Northerly Districts Agreement,
4 each San Luis Unit Contractor shall assume all legal re-
5 sponsibility for the management of drainage water within
6 its boundaries, in accordance with Federal and California
7 law; provided that the Westlands Water District shall not
8 discharge drainage water outside of its boundaries.

9 **SEC. 6. WATER DELIVERY CONTRACTS.**

10 (a) **CONTRACT CONVERSION.**—The Secretary is di-
11 rected to convert each San Luis Unit Contractor's existing
12 long-term or interim renewal water service contract en-
13 tered into under section 9(e) of the Act of August 4, 1939
14 (53 Stat. 1196), to a repayment contract under sections
15 9(d) and 9(c)(1) of the Act of August 4, 1939 (53 Stat.
16 1195, 1194), consistent with the Westlands and Northerly
17 Districts Agreements.

18 (b) **ALLOCATION DECISIONS.**—

19 (1) Notwithstanding subsection (a) and as pro-
20 vided in the Westlands and Northerly Districts
21 Agreements, the Secretary shall make allocation de-
22 cisions in the Project consistent with the require-
23 ments of all current or future enacted Federal law,
24 including, but not limited to the Endangered Species
25 Act of 1973, Reclamation law, and all decisions of
26 the California State Water Resources Control Board

1 establishing conditions on applicable licenses and
2 permits for the Central Valley Project.

3 (2) Conversion of San Luis Unit Contractors'
4 contracts in subsection (a) shall not afford any San
5 Luis Unit Contractor a greater or lesser right to an
6 annual allocation of Project Water than that San
7 Luis Unit Contractor had prior to the conversion of
8 its contract under this Act.

9 (3) If there is a Condition of Shortage in the
10 amount of water available for delivery to the San
11 Luis Unit Contractors because of errors in physical
12 operations of the Project, drought, other physical
13 causes beyond the control of the Contracting Officer
14 or actions taken by the Contracting Officer to meet
15 legal obligations no liability shall accrue against the
16 United States or any of its officers, agents or em-
17 ployees for any damage, direct or indirect, arising
18 therefrom.

19 (c) WATER SERVICE CONTRACT FOR LEMOORE
20 NAVAL AIR STATION.—

21 (1) The Secretary is directed to enter into a
22 contract under section 9(e) of the Act of August 4,
23 1939 (53 Stat. 1196), with the Secretary of the
24 Navy for the delivery of Project Water, to the
25 Lemoore Naval Air Station to meet the irrigation

1 needs of Lemoore Naval Air Station associated with
2 air operations.

3 (2) The contract amount of Project Water
4 made available to the Lemoore Naval Air Station
5 under this 9(e) contract entered into pursuant to
6 paragraph (1) shall be determined by the Secretary
7 through technical analysis with the Lemoore Naval
8 Air Station.

9 (3) In any year in which there may occur a
10 Condition of Shortage in the amount of water avail-
11 able for delivery, the Contracting Officer shall allo-
12 cate the available Project Water to Lemoore Naval
13 Air Station according to the allocation steps for mu-
14 nicipal and industrial water service contractors
15 under the Central Valley Project Municipal and In-
16 dustrial Water Shortage Policy (Policy) in its form
17 on the effective date of the contract referenced in
18 paragraph (1) for determining the amount of Project
19 Water available for delivery to Lemoore Naval Air
20 Station. For purposes of determining “historical
21 use” under the Policy, Reclamation shall consider
22 past water use for irrigation needs by the Lemoore
23 Naval Air Station under the contract authorized by
24 this section, or such use previous to the contract.

1 **SEC. 7. REPAYMENT OBLIGATIONS.**

2 (a) **SUSPENSION OF CAPITAL OBLIGATION.**—Upon
3 enactment of this Act, Westlands Water District’s capital
4 repayment obligation and payments under its existing
5 water service contracts and the April 1, 1965, repayment
6 contract between the United States and Westlands Water
7 District (contract numbered 14–06–200–2020–A) as fur-
8 ther defined in subsection (d), shall be suspended until
9 the execution of the 9(d) repayment contract referenced
10 in section 6, and upon execution of the 9(d) repayment
11 contract, Westlands Water District shall receive a credit
12 against future operation and maintenance costs payable
13 to the United States in the amount of the capital costs
14 under the existing water service contracts and the 1965
15 Repayment Contract paid by Westlands Water District be-
16 tween the date of the Westlands Agreement and the date
17 of enactment of this Act.

18 (b) **CREDIT.**—Upon enactment of this Act, each
19 Northerly San Luis Unit District’s capital repayment obli-
20 gation and payments under its existing water service con-
21 tract shall be suspended until the execution of the respec-
22 tive 9(d) repayment contract referenced in section 6, and
23 upon execution of the section 9(d) repayment contract,
24 each Northerly San Luis Unit District shall receive a cred-
25 it against future operation and maintenance costs payable
26 to the United States in the amount of the capital costs

1 under the existing water service contracts paid by that
2 Northerly San Luis Unit District between the date of the
3 Northerly Districts Agreements and the date of enactment
4 of this Act.

5 (c) COSTS.—Costs incurred by the United States for
6 purposes of re-evaluating, planning, or providing drainage
7 service to the San Luis Unit Contractors shall be non-
8 reimbursable as set forth in paragraphs 9(c)(iv) of the
9 Westlands Agreement and in the Northerly Districts
10 Agreement.

11 (d) RELIEF OF CAPITAL REPAYMENT OBLIGA-
12 TIONS.—

13 (1) Upon the date of execution of the 9(d) re-
14 payment contracts referenced in section 6(a), and as
15 set forth in the Westlands Agreement:

16 (A) Westlands Water District shall be re-
17 lieved of its capital repayment obligations under
18 the June 5, 1963, water service contract be-
19 tween the United States and Westlands Water
20 District (contract number 14–06–200–495–A)
21 providing for water service, or any renewals
22 thereof, and any water service contracts as-
23 signed to Westlands Water District, Westlands
24 Distribution District No. 1, and Westlands Dis-

1 tribution District No. 2 existing as of the date
2 of execution of the Westlands Agreement.

3 (B) Westlands Water District shall be re-
4 lieved of any remaining repayment obligation
5 under the April 1, 1965, repayment contract
6 between the United States and Westlands
7 Water District (contract numbered 14-06-200-
8 2020-A).

9 (2) Upon the date of execution of the 9(d) re-
10 payment contracts referenced in section 6(a) and as
11 set for in the Northerly Districts Agreement, each of
12 the Northerly San Luis Unit Districts shall be re-
13 lieved of its capital repayment obligations under its
14 long-term or interim renewal water service contracts
15 or any renewals or conversions thereof (Panoche
16 Water District, contract number 14-06-200-
17 7864A-IR4; Pacheco Water District, contract num-
18 ber 6-07-20-W0469; and San Luis Water District,
19 contract number 14-06-200-7773A-IR4) existing
20 as of the date of execution of the Northerly Districts
21 Agreements.

22 (3) Repayment relief granted in paragraphs (1)
23 and (2) shall not extend to the San Luis Unit Con-
24 tractors' operation and maintenance obligations,
25 whether payable to the United States or to an oper-

1 ating non-Federal entity, or to construction costs or
2 other capitalized costs not yet allocated to or in-
3 curred by the San Luis Unit Contractors as of the
4 date of the Westlands Agreement or Northerly Dis-
5 tricts Agreement, respectively, including, but not
6 limited to, costs attributable to the Folsom Safety of
7 Dams modifications or the B.F. Sisk corrective ac-
8 tion study or any Safety of Dams, or to the repay-
9 ment of future capital costs incurred after the date
10 of execution of the Westlands or Northerly Districts
11 Agreements.

12 (4) Central Valley Project construction costs or
13 other capitalized costs allocated to Westlands Water
14 District after the date of the Westlands Agreement,
15 and properly assignable to Westlands Water Dis-
16 trict, shall be repaid in not more than 5 years after
17 notification of the allocation of such amount of less
18 than \$5,000,000. If such amount is \$5,000,000 or
19 greater, such cost shall be repaid as provided by ap-
20 plicable Reclamation law. Central Valley Project con-
21 struction costs or other capitalized costs allocated to
22 any of the Northerly San Luis Unit Districts after
23 the date of the Northerly District Agreement shall
24 be repaid as provided by applicable Reclamation law.
25 Any additional costs that may have been assigned to

1 the San Luis Unit Contractors pursuant to para-
2 graph 9(c)(iv) of the Westlands Agreement and in
3 the Northerly Districts Agreement respectively, re-
4 lated to the Central Valley Project final cost alloca-
5 tion shall be non-reimbursable.

6 (e) APPLICABILITY OF CERTAIN PROVISIONS.—

7 (1) RECLAMATION REFORM ACT.—Upon dis-
8 charge of the capital repayment obligation as pro-
9 vided in subsection (b), the provisions of section 213
10 (a) and (b) of the Reclamation Reform Act of 1982
11 (96 Stat. 1269) shall be deemed to apply to lands
12 in Westlands Water District and the Northerly San
13 Luis Unit Districts, and the ownership and full cost
14 pricing limitations in any provision of Federal rec-
15 lamation law shall not apply to lands in these Dis-
16 tricts notwithstanding the subsequent allocation of
17 construction costs or other capitalized costs to the
18 Districts. These exemptions shall be carried out in
19 accordance with the process set forth in the
20 Westlands Agreement and Northerly Districts
21 Agreement.

22 (2) OTHER PROVISIONS.—Nothing in this Act is
23 intended to relieve the San Luis Unit Contractors of
24 any other obligations under Reclamation Law in-

1 including Restoration Fund charges pursuant to sec-
2 tion 3407(d) of Public Law 102–575.

3 (3) FINANCIAL ASSISTANCE.—The Secretary is
4 authorized to provide financial assistance as speci-
5 fied in the Northerly District Agreement. Funds ex-
6 pended by the Secretary, up to \$70,000,000, pursu-
7 ant to the Northerly Districts Agreement shall be
8 non-reimbursable.

9 **SEC. 8. TRANSFER OF TITLE TO CERTAIN FACILITIES.**

10 (a) IN GENERAL.—Upon the execution of the section
11 9(d) repayment contract, or as soon thereafter as prac-
12 ticable, the Secretary shall transfer to Westlands Water
13 District title to:

14 (1) San Luis Canal System, excluding the main
15 canal which is integrated with the California Aque-
16 duct. These appurtenant features include:

17 (A) Internal water distribution system
18 within Westlands, including: Approximately
19 1,045 miles of buried pipeline.

20 (B) Pumping plants within Westlands, in-
21 cluding: San Luis Canal Left and Right Bank
22 pumping plants. Includes but is not limited to
23 Pumping Plants P1 through P38 located at the
24 head end of the gravity laterals to supply the
25 head required for the “P” laterals. Pumping

1 Plants, tanks, reservoirs, re-lift pumping plants
2 to serve lands west of the San Luis Canal.
3 Pumping Plant 7.05 off Lateral 7.

4 (C) Related structures, appurtenances,
5 pumping plants, pumps, motors, meters, valves,
6 tanks, transformers and electrical equipment as
7 specifically identified through the title transfer
8 process of federally owned facilities, equipment,
9 and real property.

10 (2) Mendota Pool diversion facilities operated
11 by Westlands Water District, including:

12 (A) Inlet Canal from the Fresno Slough.

13 (B) Pumping plants 6-1, 6-2, 7-1, 7-2.

14 (C) Related structures, appurtenances,
15 pumps, motors, meters, valves, tanks, trans-
16 formers and electrical equipment as specifically
17 identified through the title transfer process of
18 federally owned facilities, equipment, and real
19 property.

20 (3) Pleasant Valley System, including:

21 (A) Intake canal and pipeline.

22 (B) Pleasant Valley Pumping Plant.

23 (C) Coalinga Canal, including related
24 check structures, turnouts, and headworks.

1 (D) Pleasant Valley distribution system
2 and pumping plants along the Coalinga Canal.

3 (E) Related structures, appurtenances,
4 pumps, motors, meters, valves, tanks, trans-
5 formers and electrical equipment as specifically
6 identified through the title transfer process of
7 federally owned facilities, equipment, and real
8 property.

9 (4) Drainage collection system, including:

10 (A) Carrier and collector pipelines, sumps,
11 and sump pumps.

12 (B) San Luis Drain from Sta 6678+45 to
13 Sta 8520+22.87 (Crossing with DMC to La-
14 guna Ave crossing).

15 (C) Related structures, appurtenances,
16 pumps, motors, meters, valves, tanks, trans-
17 formers and electrical equipment as specifically
18 identified through the title transfer process of
19 federally owned facilities, equipment, and real
20 property.

21 (5) Tranquillity Field Office:

22 (A) Buildings at 32650 West Adams Ave-
23 nue, Tranquillity, CA 93668.

24 (B) All related fixtures and furnishings as
25 specifically identified through the title transfer

1 process of federally owned facilities, equipment,
2 and real property.

3 (6) Huron Field Office:

4 (A) Buildings at 32450 South Lassen Ave-
5 nue, Huron, CA 93234.

6 (B) All related fixtures and furnishings as
7 specifically identified through the title transfer
8 process of federally owned facilities, equipment,
9 and real property.

10 (7) All real property interests held by the
11 United States in lands underlying or otherwise asso-
12 ciated with the facilities and equipment listed in this
13 subsection, including all fee title, easements, and
14 rights of way.

15 (b) DEMONSTRATION TREATMENT PLANT.—Upon
16 execution of the section 9(d) repayment contract with the
17 Panoche Water District, or as soon thereafter as prac-
18 ticable, the Secretary shall transfer to Panoche Drainage
19 District title to the San Luis Demonstration Treatment
20 Plant situated within the San Joaquin River Improvement
21 Project. Upon transfer of title, the Secretary shall have
22 no further responsibility for the operations and mainte-
23 nance of the San Luis Demonstration Treatment Plant.

24 (c) SAN LUIS DRAIN.—Upon the execution of the sec-
25 tion 9(d) repayment contracts with the Northerly San

1 Luis Unit Districts, or as soon thereafter as practicable,
2 and subject to the policies and procedures referenced in
3 subsection (g), the Secretary shall transfer to a willing en-
4 tity or entities title to the portion of the San Luis Drain
5 from Milepost 126.82 (crossing with Laguna Avenue) to
6 Milepost 78.5 (Mud Slough) upon such terms as the Sec-
7 retary determines are appropriate. If no willing entity or
8 entities are found to accept title, then the Secretary is au-
9 thorized to maintain title to the facility for the purpose
10 of conveying storm water and other waters and is author-
11 ized to transfer at a later date.

12 (d) TRANSFER TO THE NORTHERLY SAN LUIS UNIT
13 DISTRICTS.—Upon the execution of the respective section
14 9(d) repayment contract with each Northerly San Luis
15 Unit District, or as soon thereafter as practicable, and
16 subject to the policies and procedures referenced in sub-
17 section (g), the Secretary shall transfer to such Northerly
18 San Luis Unit District the United States' interest, if any,
19 to their respective facilities as follows:

20 (1) To the Pacheco Water District, all facilities
21 owned by the United States that are within and op-
22 erated by the Pacheco Water District, including but
23 not limited to:

24 (A) San Luis Canal Left Bank turnouts
25 and any pumping plants operated by Pacheco

1 Water District, including but not limited to fa-
2 cilities at San Luis Canal Milepost 89.66LA
3 and 89.66LB.

4 (B) Related structures, appurtenances,
5 pumping plants, pumps, pipelines, motors, me-
6 ters, valves, tanks, transformers and electrical
7 equipment as specifically identified through the
8 title transfer process of federally owned facili-
9 ties, equipment, and real property covered by
10 this paragraph.

11 (2) To the Panoche Water District, all facilities
12 owned by the United States that are within and op-
13 erated by the Panoche Water District, including but
14 not limited to:

15 (A) San Luis Canal Left and Right Bank
16 turnouts and any pumping plants operated by
17 Panoche Water District, including but not lim-
18 ited to facilities at San Luis Canal Milepost
19 96.15L; 96.85L; 100.48L and 102.64L.

20 (B) Delta-Mendota Canal turnouts and
21 any pumping plants operated by Panoche Water
22 District including but not limited to facilities at
23 Delta-Mendota Canal Milepost 93.25R and MP
24 96.70R.

1 (C) Related structures, appurtenances,
2 pumping plants, pumps, pipelines, motors, me-
3 ters, valves, tanks, transformers and electrical
4 equipment as specifically identified through the
5 title transfer process of federally owned facili-
6 ties, equipment, and real property covered by
7 this paragraph.

8 (3) To the San Luis Water District, all facili-
9 ties owned by the United States that are within and
10 operated by the San Luis Water District, including
11 but not limited to—

12 (A) all water conveyance and lateral sys-
13 tems, and other related works for the fur-
14 nishing of water and all lands and interest in
15 lands, any buildings, equipment and machinery
16 necessary for the operation and maintenance of
17 the water delivery facilities, pumping plants,
18 turnouts, including but not limited to San Luis
19 Water District pumping plants appurtenant to
20 the Delta-Mendota Canal and the San Luis
21 Canal, solely utilized by the San Luis Water
22 District, located at miles posts:

- 23 (i) D87.48R – Kaljian PP;
24 (ii) S075.49R – PP6, PP7;
25 (iii) S079.39R – PP8, PP9;

1 (iv) S082.10R – PP10, PP11;

2 (v) S092.16R (A–D) – PP3, Fittje,
3 PP4, PP5; and

4 (vi) S101.70R – PP16, PP17; and

5 (B) related structures, appurtenances,
6 pumping plants, pumps, pipelines, motors, me-
7 ters, valves, tanks, transformers and electrical
8 equipment as specifically identified through the
9 title transfer process of federally owned facili-
10 ties, equipment, and real property associated
11 with this subsection.

12 (4) To the district receiving title to the associ-
13 ated facilities and equipment, all real property inter-
14 ests held by the United States in lands underlying
15 or otherwise associated with the facilities and equip-
16 ment listed in this subsection, including all fee title,
17 easements, and rights of way.

18 (e) TRANSFER OF TITLE.—Except as specifically pro-
19 vided in this Act, any transfer of title to the Pleasant Val-
20 ley Pumping Plant, the Coalinga Canal, and any associ-
21 ated facilities shall not relieve any other Project Water
22 service or repayment contractor of the requirement to pay
23 any allocated costs associated with those conveyance or
24 pumping facilities that are properly allocated to those con-

1 tractors under existing law and Project rate setting poli-
2 cies.

3 (f) CONDITION OF TRANSFER.—Upon transfer of
4 title to any facilities pursuant to this section, the San Luis
5 Unit Contractor(s) or other entity receiving title shall, as
6 a condition to such transfer, formally agree that as of the
7 date of transfer—

8 (1) to hold the United States harmless and in-
9 demnify the United States for any and all claims,
10 cost, damages, and judgments of any kind arising
11 out of any act, omission, or occurrence relating to
12 the transferred facilities, except for such claims,
13 costs, damages arising from acts of negligence com-
14 mitted by the United States or by its employees,
15 agents, or contractors, prior to the date of title
16 transfer, for which the United States is found liable
17 under the Federal Tort Claims Act; and

18 (2) the United States shall have no responsi-
19 bility for correcting and financing any repairs or de-
20 ficiencies that may exist at the time of or following
21 title transfer.

22 (g) APPLICABLE LAW.—The Secretary shall transfer
23 title pursuant to this section consistent with all applicable
24 Reclamation policies and procedures. The Secretary and
25 the San Luis Unit Contractor(s) or other entity acquiring

1 title shall comply with all applicable requirements under
2 Federal and California law before title to a facility is
3 transferred pursuant to this section. The Secretary is au-
4 thorized and directed to develop, no later than December
5 2019, and in consultation with districts adjacent to or
6 seeking to use the Drain, a plan for remediation of any
7 remaining sediment and for future use of the portion of
8 the San Luis Drain described in subsection (c).

9 **SEC. 9. COMPLIANCE WITH APPLICABLE LAW.**

10 In implementing the measures authorized by this Act,
11 the Secretary shall comply with all applicable Federal
12 laws, rules, and regulations, including the National Envi-
13 ronmental Policy Act of 1969 (42 U.S.C. 4321 et seq.)
14 and the Endangered Species Act of 1973 (16 U.S.C. 1531
15 et seq.), as necessary.

16 **SEC. 10. NO WATER SUPPLY OR FINANCIAL IMPACTS ON**
17 **OTHER CENTRAL VALLEY PROJECT CON-**
18 **TRACTORS.**

19 Implementation of this Act and the Agreements au-
20 thorized thereunder shall not—

21 (1) result in the involuntary reduction in the
22 contract water allocation to any Central Valley
23 Project water service or repayment contractor, water
24 rights settlement contractor, exchange contractor, or

1 refuge contractor, including contractors in the
2 Friant Division of the Central Valley Project;

3 (2) modify, amend or affect any of the rights
4 or obligations of the parties to any Central Valley
5 Project water service or repayment contract, water
6 rights settlement contract, exchange contract, or ref-
7 uge contract, including contracts in the Friant Divi-
8 sion of the Central Valley Project;

9 (3) alter the repayment obligation, if any, of
10 any Central Valley Project—

11 (A) water service or repayment contractor;

12 (B) settlement, refuge, or exchange con-
13 tractor; or

14 (C) preference power contractor receiving
15 water or power from the Central Valley Project,
16 or shift any costs to such contractors that
17 would otherwise have been properly assignable
18 to San Luis Unit Contractors, including oper-
19 ations and maintenance costs, construction
20 costs, or other capitalized costs allocated to San
21 Luis Unit Contractors after the date of this
22 Act;

23 (4) impair the ability of the United States to
24 implement the Stipulation of Settlement approved by
25 the district court in Natural Resources Defense

1 Council, et al. v. Rogers, et al. (Case No. CIV S-
2 88-1658 (LKK/GGH) E.D.Cal.), on October 23,
3 2006, as authorized to be implemented by title X of
4 Public Law 111-11, including the Restoration Goal
5 and Water Management Goal; and

6 (5) diminish, impair, or otherwise affect in any
7 manner any priorities for the allocation, delivery or
8 use of water under applicable law, including any
9 purposes of use and priorities established by sections
10 3402 and 3406 of the Central Valley Project Im-
11 provement Act (Public Law 102-575; 106 Stat.
12 4706).

13 **SEC. 11. RESTORATION FUND PAYMENTS BY WESTLANDS**
14 **WATER DISTRICT.**

15 For any year in which the allocation of water for
16 south-of-Delta Central Valley Project long-term water irri-
17 gation service contractors or irrigation repayment contrac-
18 tors is greater than 75 percent, the Secretary shall cal-
19 culate for Westlands Water District a per acre foot Res-
20 toration Fund payment based on a projection that
21 Westlands Water District would take delivery of the full
22 allocation made to south-of-Delta Central Valley Project
23 long-term water service contractors or repayment contrac-
24 tors.

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