

351798  
14-06-200-9755  
December 30, 1961

351798

SEC. 2300

AGREEMENT BETWEEN THE UNITED STATES OF  
AMERICA AND THE DEPARTMENT OF WATER RESOURCES OF THE  
STATE OF CALIFORNIA FOR THE CONSTRUCTION AND OPERATION  
OF THE JOINT-USE FACILITIES OF THE SAN LUIS UNIT

1. THIS AGREEMENT, made this 30th day of December, 1961,  
in pursuance generally of the Act of Congress approved June 17, 1902,  
(32 Stat. 388), and all acts of Congress amendatory thereof or supple-  
mentary thereto, all of which are known as the federal reclamation laws,  
and particularly pursuant to the Act of June 3, 1960 (74 Stat. 156),  
and pursuant to the California Central Valley Project Act, which is  
Part 3, Division 6 (commencing at Section 11100) of the Water Code of  
California, and the California Water Resources Development Bond Act,  
Chapter 8 of Part 6 of Division 6 (commencing at Section 12930) of the  
California Water Code, between THE UNITED STATES OF AMERICA, herein  
styled "the United States," acting through the Bureau of Reclamation,  
Department of the Interior, represented by the contracting officer  
executing this agreement, and the STATE OF CALIFORNIA, acting by and  
through its Department of Water Resources, herein styled the "State."

WITNESSETH THAT:

EXPLANATORY RECITALS

2. WHEREAS, The California Water Resources Development Bond  
Act authorizes the construction of a reservoir near Los Banos in Merced

County and related facilities as an integral part of the State Water Resources Development System; and

3. WHEREAS, The Federal San Luis Act, Act of June 3, 1960, authorizes construction of the San Luis unit of the Federal Central Valley Project to furnish water to approximately 500,000 acres of land comprising the Federal San Luis unit service area in Merced, Fresno, and Kings counties and for other incidental purposes; and

4. WHEREAS, The State and Federal Acts previously referred to authorized the coordinated operation of certain San Luis unit facilities, known as the joint-use facilities, and an equitable sharing of the costs of these facilities by the State and the United States; and

5. WHEREAS, The United States and the Department of Water Resources of the State of California entered into an agreement on May 16, 1960, to provide for the coordinated operation of the Federal Central Valley Project and the State Feather River and Delta Diversion Projects, the first stage of the State Water Resources Development System; and

6. WHEREAS, The San Luis Reservoir site is a desirable location for off-stream storage required for the State Water Resources Development System and the San Luis Unit of the Federal Central Valley Project, and construction, operation, and maintenance of the joint-use facilities of the San Luis unit will bring about substantial reductions in cost outlays otherwise required of both the State and the United States, will efficiently develop water resources for the benefit of the people of California and the United States, will provide incidental

recreational opportunities, and will make possible the furnishing of water to water-short areas in both the Federal and State service areas at the earliest possible date; and

7. WHEREAS, The State is acquiring lands and interests in lands necessary for some of the joint-use facilities and is designing the San Joaquin-Southern California Aqueduct of the State Water Resources Development System so that it may be integrated with the joint-use facilities; and

8. WHEREAS, The responsibility of the State as a full participant in the construction, operation, and maintenance of the joint-use facilities is recognized and its obligation to State fiscal agencies, the legislature, and the bondholders in all matters is recognized so that officials of the State shall be in a position at all times to justify and explain fully all aspects of the joint-use facilities; and

9. WHEREAS, It is desirable at this time to agree on principles of the financing, design, construction, operation, and maintenance of the joint-use facilities.

NOW, THEREFORE, IT IS AGREED:

DEFINITIONS

10. As used in this agreement:

(a) The "Federal San Luis Act" shall mean the Act of June 3, 1960 (74 Stat. 156).

(b) The "joint-use facilities" shall mean:

(1) San Luis Dam and Reservoir

- (2) San Luis Forebay, related dam, and related wasteway
- (3) San Luis Pumping-Generating Plant
- (4) San Luis Canal, but not including water service turnouts and check structures and other appurtenances specifically associated with such turnouts.
- (5) Flood retention basins, floodways, outlet channels, wasteways, equalizing reservoirs, check structures, and other structures as necessary for the proper operation and maintenance of the San Luis Canal
- (6) Mile 18 Pumping Plant
- (7) Switchyard and related electrical facilities at San Luis Pumping-Generating Plant and at Mile 18 Pumping Plant, including any necessary transmission facilities between such plants.

(c) The "Federal San Luis unit service area" shall mean the area of approximately 500,000 acres in Merced, Fresno, and Kings counties, as described in the report of the Department of the Interior entitled, "San Luis Unit, Central Valley Project," dated December 17, 1956.

(d) The "State service area" shall mean the area served by the State through the joint-use facilities which shall be limited to areas outside the Federal San Luis Unit service area as described in the report of the Department of the Interior entitled, "San Luis Unit, Central Valley Project," dated December 17, 1956.

(e) "Elevations" are with reference to the United States Coast and Geodetic Survey datum unless otherwise stated.

(f) Any number used herein to specify a rate of flow of water, a volume of water, an elevation, or other physical quantity or dimension shall be deemed to include a tolerance consistent with reasonable and accepted engineering practice.

(g) "Fiscal Year" shall mean the period July 1 through the succeeding June 30.

(h) The "agreement of May 16, 1960" shall mean the agreement entitled, "AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA FOR THE COORDINATED OPERATION OF THE FEDERAL CENTRAL VALLEY PROJECT AND THE STATE FEATHER RIVER AND DELTA DIVERSION PROJECTS" dated May 16, 1960 and bearing Contract Number 14-06-200-8363. *orig. in 1960 to 1963*

#### TERM OF AGREEMENT

11. This agreement shall remain in full force and effect until terminated by the mutual consent of the parties.

#### CHARACTERISTICS OF JOINT-USE FACILITIES

12. (a) San Luis Reservoir shall have a gross storage capacity of 2,100,000 acre-feet with a corresponding maximum water surface elevation under normal operating conditions of 544.0 feet. Elevation of the minimum operating level for San Luis Reservoir shall be 326.0 feet, below which there will exist an inactive storage capacity of 80,000 acre-feet.

(b) San Luis Forebay and Reach No. 1 of San Luis Canal shall have a combined active storage capacity of at least 20,000 acre-feet with the water surface fluctuating under normal operation conditions

between elevations of 217.0 feet and 225.0 feet measured at the San Luis forebay.

(c) San Luis Pumping-Generating Plant shall be designed to lift 11,000 cubic feet of water per second from San Luis Forebay into San Luis Reservoir when the water surface in San Luis Reservoir is at an elevation of 505.0 feet. The Pumping-generating plant shall be designed to allow 13,100 cubic feet of water per second to return from San Luis Reservoir to San Luis Forebay when the water surface in San Luis Reservoir is at an elevation of 425.0 feet.

(d) San Luis Canal shall consist of five reaches described in the following table:

Reach: No.	Start of reach	End of reach	:Approx.: :length : Miles	: Design : capacity : cubic-feet : per second
1	San Luis Forebay	Mile 18 Pumping Plant	18	13,100
2	Mile 18 Pumping Plant	Panoche Creek	26	13,100
3	Panoche Creek	Five Points	34	11,800
4	Five Points	Arroyo Passajero	13	9,350
5	Arroyo Passajero	Kettleman City	16	8,350

San Luis Canal as a joint-use facility shall end at the northern boundary of the right-of-way for Milham Avenue west of Kettleman City and shall be designed and built to convey 7,000 cubic feet of water per second at that point with a water surface elevation of 313.5 feet under normal operating conditions.

(e) Mile 18 Pumping Plant shall be located at a point near the intersection of Mercy Hot Springs Road and Pipeline Road for the purpose of lifting water from Reach 1 to Reach 2 of San Luis Canal. The Mile 18 Pumping Plant shall be designed to transfer 13,100 cubic feet of water per second from the lower end of Reach 1 to the upper end of Reach 2.

CONSTRUCTION OF FACILITIES

13. (a) The United States shall design and construct the joint-use facilities with funds appropriated by the Congress and funds advanced by the State as provided in Article 17 and with consultations with the State as provided in the following provisions of this article.

(b) The joint-use facilities shall be designed and constructed by the United States in such a manner as to permit their integration and coordinated operation with other units of the Federal Central Valley Project and the State Water Resources Development System substantially as described in the California Water Resources Development Bond Act. The coordinated operation to be considered during design and construction shall be that described in Article 19(c) herein to the extent that operational criteria have been agreed upon by the State and the United States at the time of design.

(c) Construction of the joint-use facilities shall be carried out in accordance with Exhibit 1, attached hereto, entitled, "Control Schedule for San Luis Joint-Use Facilities," provided that the conditions of Section 1(a) of the Federal San Luis act regarding commencement of construction have been met.

(d) To accomplish the foregoing, the United States and the State must cooperate and consult closely in all stages of the design and construction of the joint-use facilities. During the design stage in particular, representatives of the two agencies shall review design progress and shall confer on the establishment of basic design criteria, the operational plan, and the overall program for construction of the joint-use facilities.

(e) The State may assign a representative to the Denver office and a representative to each San Luis unit field office of the Bureau of Reclamation to provide liaison services between the State and the United States and to facilitate the coordination of the work and the transmission of information. The United States shall provide necessary office space and minor office services. The United States will keep the representatives of the State informed on the progress of design and construction and on problems of concern to the State.

(f) Quarterly progress reports on design and construction, including costs thereof, in the form normally used by the United States, will be furnished by the United States for information of the State. By reports and by joint conferences the State shall be kept completely informed of the progress on and costs of the joint-use facilities. The United States shall furnish such other information in its possession as may be required by the State to prepare analyses, estimates, and reports as may be reasonably required from time to time.

(g) The United States shall make available at Denver to the State for review and comment, bid notices, plans and specifications for construction of major portions of the joint-use facilities as they become available.

LANDS AND INTERESTS IN LANDS

14. (a) Promptly after the execution of this agreement and for the purposes of this agreement the State shall convey to the United States title that is satisfactory to the United States to all lands and interests in lands that it has acquired up to that time or otherwise owns and which are required for the joint-use facilities.

(b) The State shall upon the request of the United States acquire such additional lands and interests in lands as are designated by the United States as necessary for purposes of the joint-use facilities. After any acquisition pursuant to this article and prior to the commencement of any construction thereon the State shall convey to the United States title to lands and interests in lands satisfactory to the United States: Provided, That the State furnish an appraisal report to the United States: Provided further, That the United States may proceed with the acquisition of the lands and interests in lands if the State fails to complete acquisition in accordance with a time schedule specified by the United States as adequate to avoid delay in construction.

COST OF CONSTRUCTION

15. (a) The cost of construction of the joint-use facilities to be allocated in accordance with Article 16 of this agreement shall include:

(1) Payments made to contractors and force account costs for performance of the actual construction work.

(2) Costs of acquiring lands and interests in lands including legal, appraisal, and other administrative expenses directly attributable to such acquisition work.

(3) Surveys, studies, exploration, designs, preparation and review of plans and specifications in support of the construction of the joint-use facilities, and the supervision and inspection of construction work.

(4) Maintenance and repair costs incurred and costs of replacements made during construction, in accordance with Article 20(c) herein.

(5) Cost of equivalent replacement for road utility, and other relocations.

(6) Cost of initial complement of heavy equipment required for operation and maintenance.

(7) Indirect costs distributed in the customary manner of the agency which incurred the related direct cost.

(8) Other expenditures actually incurred in the construction of the joint-use facilities, including the payment of claims.

(b) Expenses incurred by either the State or the United States prior to July 1, 1959, are specifically excluded from the cost of construction to be allocated in accordance with Article 16 of this agreement.

(c) All costs incurred specifically for recreational development, or specifically for fish and wildlife enhancement are excluded from the cost of construction to be allocated in accordance with Article 16 of this agreement.

SHARING OF COSTS OF CONSTRUCTION

16. The State shall pay 55 percent and the United States shall pay 45 percent of the actual total cost of construction as specified in Article 15.

PAYMENT OF STATE SHARE OF CASH EXPENDITURES FOR CONSTRUCTION

17. (a) The State's contribution to the cash expenditures for construction shall be made in advance installments on or before the first day of each month under the schedule provided in (b) of this Article, based upon the State's percentage specified in Article 16 of the estimated total expenditures to be made during that month: Provided, That adjustments for over-payments or under-payments shall be made quarterly. To the extent provided in subdivision (c) of this Article, the monthly State contribution shall be in the form of credits as therein specified.

(b) Each year on or before January 30, the United States shall furnish to the State a schedule setting forth the estimated cash expenditures to be incurred for construction by months during the ensuing fiscal year and shall furnish any revisions of such schedule.

(c) The State shall receive credit for the cost of lands and interests in lands conveyed by it to and accepted by the United States, for funds advanced by it to the United States for the preparation of designs and specifications and for other advances made and expenses incurred by the State which may properly be considered construction costs under Article 15. Following accrual, such credits shall be applied monthly commencing July 1, 1962, until the credits are liquidated.

(d) Upon completion of construction and transfer of the joint-use facilities or any operable unit thereof to a care, operation, and maintenance status, the United States shall submit to the State a final accounting of all costs and expenses incurred in connection with such construction, the amount of the total costs to be borne by each party, and the total contributions made by each party. Any necessary adjustments will then be made as soon as practicable thereafter to reflect accurately the proper amount of total costs of construction to be borne by each party.

#### FAILURE TO COMPLETE CONSTRUCTION

18. (a) If at any time after commencement of construction, it is determined by the United States that it will not complete construction of the joint-use facilities by virtue of the failure of Congress to make annual appropriations required for such purpose or for other cause, the State may elect to assume control of the joint-use facilities and complete construction of such facilities for its own use: Provided, That the consent of the Congress of the United States is obtained: Provided further, That the State shall reimburse

the United States without interest for all contributions made by the United States toward the cost of the joint-use facilities of which the State assumes control pursuant to this provision.

(b) If at any time after commencement of construction it is determined by the State that it will not make the payments herein contemplated in order to complete construction, subject to applicable law, the United States reserves the right to complete only such construction as may be necessary to operate the San Luis Unit as a part of the Federal Central Valley Project under Section 1 of the Federal San Luis Act.

OPERATION AND USE OF JOINT-USE FACILITIES

19. (a) The rights to use of the capacities of the joint-use facilities are allocated as follows:

Feature	State Share %	Federal Share %
San Luis Reservoir	52.38	47.62
San Luis Forebay	52.38	47.62
San Luis Pumping-Generating Plant	52.38	47.62
San Luis Canal, Reach 1	52.38	47.62
Mile 18 Pumping Plant	54.20	45.80
San Luis Canal		
Reach 2	54.20	45.80
Reach 3	60.17	39.83
Reach 4	75.41	24.59
Reach 5	84.43	15.57

(b) The Congress has provided in the Federal San Luis Act and it is understood and further agreed that during the repayment period and so long thereafter as title to the works remains in the United States, the United States shall not be restricted in the use of its allocated capacities of the joint-use facilities of the San Luis Unit which shall be sufficient to carry out the purposes of Section 1 of the Federal San Luis Act and the planned and authorized operation of the Federal Central Valley Project under Federal Reclamation Law. The operation of the joint-use facilities also shall be subject to the obligations and limitations set forth in Subsections (h), (i), and (j) of Section 3 of the Federal San Luis Act. The State shall not be restricted in the exercise of its allocated right to the use of the capacities of the joint-use facilities for water service outside the Federal San Luis Unit.

(c) The operation of the joint-use facilities shall be coordinated with other features of the Federal Central Valley Project and the State Water Resources Development System enumerated in the agreement of May 16, 1960, in order to make sufficient water available to meet, insofar as possible, the annual diversion requirements of the United States and the State as set forth in Article 12 of that agreement.

(d) In the event an obligation to reimburse the United States arises under Subsection (i) of Section 3 of the Federal San Luis Act, reimbursement shall be in accordance with terms specified by notice from the United States: Provided, That before making a determination that reimbursement is required under said subsection, the United States shall afford the State opportunity to be heard.

TRANSFER OF CARE, OPERATION, AND MAINTENANCE

20. (a) As the joint-use facilities or an operable unit thereof near completion, the United States shall notify the State, and the State shall furnish operating personnel to begin operation and maintenance of the completed works under the direction of the United States. After actual operation of such works has demonstrated to the satisfaction of the State that the design and construction has been properly executed, the United States shall initiate arrangements for an inspection preparatory to transfer from construction status to operation and maintenance status under the State. The inspection shall be made by representatives of the State and United States. Upon agreement by the State and the United States that the joint facility or unit is suitable for operation and maintenance status, and upon agreement as to operating criteria, the State shall assume responsibility for its care, operation, and maintenance.

(b) Upon assumption of care, operation, and maintenance pursuant to this Article, the State will operate and maintain such facilities or unit in such a manner that the works shall remain in good and efficient condition to perform the storage and conveyance of water as well and as efficiently as on the date of transfer. No change which is substantial in the opinion of either party shall be made by the State in any of the joint-use facilities without first obtaining the written consent of the United States.

(c) Each joint-use facility or operable unit including appurtenant facilities, equipment, supplies, manuals, and records shall be transferred as a complete unit, insofar as possible, ready for

operation in all respects. All replacements, repairs, and maintenance necessary while in construction status shall be made prior to the transfer and the costs shall be treated as construction costs and allocated accordingly.

(1) "Appurtenant facilities" shall include necessary office space, shops, warehouses, personnel housing, communications systems, and any other facilities required for full operation.

(2) "Records" shall include drawings or maps which show all lands, and interests in lands acquired, except temporary construction easements. Right-of-way boundaries shall be referenced to major structures of completed works or to erected permanent monuments. In the case of canals and pipelines, right-of-way boundaries shall be referenced to the center line, as well as major structures, at frequent intervals. The records also shall include "as-built" construction drawings which shall be brought completely up to date before transfer or as soon thereafter as can be reasonably done. In the case of canals and pipelines, which are constructed in sections but transferred as a whole, the "as-built" drawings shall be brought up to date at the conclusion of each contract or as soon thereafter as can be reasonably done.

(d) The State shall undertake promptly any maintenance and replacements on the joint-use facilities which are determined by either party to be necessary. In case of neglect or failure of the State to undertake such maintenance and replacements, after reasonable notice, the United States may cause the work to be done. The cost of maintenance and replacement shall be allocated between the State and

the United States as provided in Article 21 hereof, except that costs which the State and the United States shall agree are for extraordinary maintenance and replacements shall be allocated in accordance with Article 16 hereof.

(e) The United States may from time to time make an appropriate inspection of the facilities and of the books and records of the State to ascertain whether the requirements of this agreement are being satisfactorily performed by the State. Such inspections may include physical inspection of all properties and the operations thereof and audit of the books and records of the State. The cost of such inspections shall be included as a part of the operation and maintenance expense of the joint-use facilities.

CARE, OPERATION, MAINTENANCE, AND REPLACEMENT COSTS

21. (a) The United States and the State shall each pay annually an equitable share of the operation, maintenance, and replacement costs of the joint-use facilities, including claims paid by either party. The method of computation of the share to be paid by each agency shall be mutually agreed to by the State and the United States before the transfer of care, operation, and maintenance of joint-use facilities.

(b) Prior to and following completion of construction and prior to transfer of the joint-use facilities to the State for care, operation and maintenance, all costs of operation including costs of State operating personnel provided under Article 20(a), shall be allocated in accordance with this article.

(c) In order that the United States may adequately justify each of its annual requests to Congress for care, operation, maintenance, and replacement funds, the State, on or before September 1 each year, shall submit to the United States for review and for inclusion in the budget to be submitted to Congress a written proposal describing care, operation, maintenance, and replacement work which the State intends to accomplish during the following fiscal year. The proposal shall set forth the estimated total costs to be incurred for care, operation, maintenance, and replacement and the amount of such costs to be paid by the United States. The State also shall furnish any subsequent revisions of these estimated costs. At monthly intervals during the fiscal year, or less frequently if the parties so agree, the United States shall advance to the State its estimated share of such costs. The appropriate share of each agency's costs shall be adjusted to the actual costs after the end of each fiscal year.

(d) The United States shall be responsible for and shall reimburse the State for the total cost of care, operation, maintenance, and replacement of any facility which is part of the Federal San Luis unit but not part of the joint-use facilities and which is operated by the State at the request of the United States.

RIGHT OF UNITED STATES TO ASSUME CARE, OPERATION, AND MAINTENANCE

22. (a) If the State shall have failed at any time, or from time to time, to comply with Articles 19, 20, and 21 of this agreement, the United States may give the State written notice specifying the respect in which the State shall have failed to perform, and in the

event the State fails to commence and diligently prosecute to completion the appropriate remedial measures to cure such default within a reasonable time fixed in the notice (but not less than 60 days) following the giving of such notice, the United States may take over the care, operation, and maintenance of the joint-use facilities, and thereafter care for, operate, and maintain the same. The State shall make available to the United States all appurtenant facilities, equipment, supplies, manuals and records required by the United States.

(b) Whenever the United States shall have assumed care, operation, and maintenance of the facilities pursuant to the provisions of Subdivision (a) of this Article, the United States, upon written request by the State accompanied by assurances satisfactory to the United States may, upon 60 days' written notice to the State, return care, operation, and maintenance of the facilities to the State under the provisions of this agreement. In like manner, at any time during the period of care, operation, and maintenance by the United States, when in the opinion of the United States the State is in a position to resume care, operation, and maintenance of the transferred works, care, operation, and maintenance thereof or any part thereof shall be retransferred to the State.

(c) During periods in which the United States has assumed the care, operation, and maintenance of the joint-use facilities the United States shall submit a statement to the State setting forth the estimated total costs to be incurred for care, operation, maintenance, and replacement during the next fiscal year and the amount of such costs to

be paid by the State and also shall furnish any subsequent revisions of these estimates. At monthly intervals, or less frequently if the parties so agree, the State shall advance to the United States its estimated share of such costs. The appropriate share of any unobligated balance shall be returned to the State after the end of the fiscal year.

#### RECREATIONAL FACILITIES

23. The State shall complete plans for recreational development and shall incorporate in such plans reasonable incidental use of joint-use facilities for recreational purposes. The State shall construct, operate, and maintain all facilities other than joint-use facilities required to carry out such plans, and the cost of such construction, care, operation, and maintenance shall not be included in the cost of the construction, care, operation, and maintenance of the joint-use facilities. To the extent authorized and as agreed to by the parties, the United States shall make available to the State an appropriate share of the cost of construction of public recreational facilities.

#### TRANSFER OF MANAGEMENT OF FISH AND WILDLIFE RESOURCES

24. The transfer of management of fish and wildlife resources and management of the recreational and related aspects of the joint-use facilities, including water service for all reservoir and forebay perimeter uses other than agricultural uses, to appropriate State agencies or to the counties may be made as mutually agreed to by the parties to this agreement: Provided, That the United States shall be the marketing agency for water served directly from San Luis Reservoir and Forebay for agricultural purposes.

#### CONTINGENT PROVISIONS

25. Performance by the State and the United States shall be contingent on the following events: (1) The availability of Federal appropriations therefor; (2) The availability of State funds.

#### NOTICES

26. Any notice or announcement which the provisions hereof contemplate shall be given to one of the parties hereto by the other shall be deemed to have been given if deposited in the United States Post Office, on the part of the United States in a postage-prepaid envelope addressed to the Department of Water Resources at its office at Sacramento, California, or such other address as from time to time may be designated by the Director in a written notice to the contracting officer, and on the part of the State in a postage-prepaid envelope addressed to the Bureau of Reclamation, United States Department of the Interior, Sacramento, California, or such other address as from time to time may be designated by the contracting officer in a written notice to the State: Provided, however, That this article shall not preclude the effective service of any such notice or announcement by other means.

#### OFFICIALS NOT TO BENEFIT

27. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

NONDISCRIMINATION

28. In connection with the performance of work under this contract, the State agrees as follows:

(a) The State will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The State will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color 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 State agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the United States setting forth the provisions of this nondiscrimination clause.

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

(c) The State 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 United States, advising the said labor union or workers' representative of the State's commitments under this section, and

shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The State will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The State will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to its books, records, and accounts by the United States and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the State's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the State may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The State will include the provisions of the foregoing paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued.

pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The State will take such action with respect to any subcontract or purchase order as the United States may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, That in the event the State becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the United States, the State may request the United States to enter into such litigation to protect the interest of the United States.

REMEDIES UNDER AGREEMENT NOT EXCLUSIVE--WAIVERS

29. Nothing contained in this agreement shall be construed as in any manner abridging, limiting, or depriving the United States or the State of any means of enforcing any remedy, either at law or in equity, for the breach of any of the provisions hereof which it would otherwise have. Any waiver at any time by either party to this agreement of its rights with respect to a default, or any other matter arising in connection with this agreement, shall not be deemed to be a waiver with respect to any subsequent default or matter.

INSPECTION OF RECORDS

30. Subject to applicable laws and regulations, the proper officers or agents of either party shall have full and free access at all reasonable times to the account books and official records of the other party, insofar as the same pertains to the matters and things provided for in this agreement, with the right at any time during office hours to make copies thereof.

SUCCESSORS AND ASSIGNS BOUND--LIMITATION

31. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, but neither party shall make an assignment under this agreement without the consent of the other.

IN WITNESS WHEREOF, the parties hereto, by their respective officers thereunto duly authorized, have duly executed these presents on the day and year first hereinabove written.

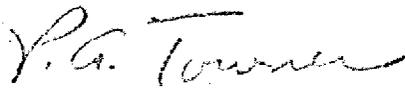
Approved as to Legal Form  
and Sufficiency:

  
Regional Solicitor  
Department of the Interior

THE UNITED STATES OF AMERICA

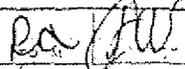
By   
Regional Director, Region 2  
Bureau of Reclamation

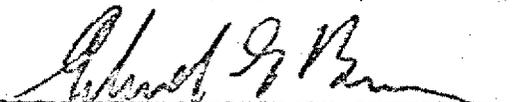
Approved as to Legal Form  
and Sufficiency:

  
Chief Counsel, Department  
of Water Resources

STATE OF CALIFORNIA

By   
Director  
Department of Water Resources

	DATE	_____
DEPARTMENT OF FINANCE		
APPROVED		
DEC 30 1961		
HALE CHAMPION, Director		
BY HALE CHAMPION, DIRECTOR OF FINANCE		

By   
Governor of California

SUCCESSORS AND ASSIGNS BOUND--LIMITATION

31. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, but neither party shall make an assignment under this agreement without the consent of the other.

IN WITNESS WHEREOF, the parties hereto, by their respective officers thereunto duly authorized, have duly executed these presents on the day and year first hereinabove written.

Approved as to Legal Form  
and Sufficiency:

THE UNITED STATES OF AMERICA

*Frank B. Moore*  
Regional Solicitor  
Department of the Interior

By *W. P. Owen*  
Regional Director, Region 2  
Bureau of Reclamation

Disbursement from	<i>WBR</i>	Fund Item	<i>265 B Ch 850/61</i>			
Reimbursement from	<i>Libt Water</i>	Fund Item	<i>Water 12938 652 CH 170/50 Code 139</i>			
F.Y.	ACCOUNT NO.	ORGAN. NO.	EXP. CODE	BUDGET ITEM NO.	ENCUMBRANCE AMOUNT	UNENC. BAL.
	<i>265 B 3000</i>	<i>3100</i>	<i>229</i>		<i>2,100,000.00</i>	<i>3,433,183.01</i>

I Hereby Certify upon my own personal knowledge that the unencumbered balance of the departmental budget provision for the period stated above is correct.  
(After T.B.A. No. \_\_\_\_\_ or B.R. No. \_\_\_\_\_)

*J. B. Owen*  
SIGNATURE OF ACCOUNTING OFFICER      DATE *1/62*

1958 8-61 2M © SPD

DWR 627

100 1301  
HALE CHAMPION, Director  
BY HALE CHAMPION, DIRECTOR OF FINANCE  
25

CONTROL SCHEDULE FOR SAN LUIS JOINT-USE FACILITIES

EXHIBIT I

JOINT-USE FACILITY	ESTIMATED TOTAL	FISCAL YEARS							BALANCE TO COMPLETE
		1962	1963	1964	1965	1966	1967	1968	
San Luis Dam and Reservoir	10,530,000			▲ AWARD					▲ COMPLETE
San Luis Forebay Dam and Reservoir	10,670,000				▲ AWARD			▲ COMPLETE	
San Luis Pumping-Generating Plant	91,400,000			▲ AWARD			①		▲ COMPLETE
San Luis Canal and Kettleman Wasteway	150,785,000			▲ AWARD					▲ COMPLETE
Flood Retention Basins, Floodways, Etc.	33,097,000				▲ AWARD				COMPLETE DEC. 1969
Mile 18 Pumping Plant	38,330,000			▲ AWARD					② ▲ COMPLETE
Switchyards, Trans. Lines, Electrical Facilities	7,136,000				▲ AWARD			▲ COMPLETE	
Total Joint Features	432,948,000								
State	238,121,000								
Federal	194,827,000								

① Complete all work to permit 400,000 ac.ft. storage in San Luis Reservoir and to permit pumping 4200 cfs from forebay.

② Installation of some pumping units may be delayed as agreed upon by the parties.

## CONTROL SCHEDULE FOR SAN LUIS JOINT-USE FACILITIES

EXHIBIT I

JOINT-USE FACILITY	ESTIMATED TOTAL	FISCAL YEARS							BALANCE TO COMPLETE
		1962	1963	1964	1965	1966	1967	1968	
San Luis Dam and Reservoir	10,530,000			▲ AWARD				▲ COMPLETE	
San Luis Forebay Dam and Reservoir	10,670,000			▲ AWARD				▲ COMPLETE	
San Luis Pumping-Generating Plant	91,400,000			▲ AWARD				① ▲ COMPLETE	
San Luis Canal and Kettleman Wasteway	150,785,000			▲ AWARD				▲ COMPLETE	
Flood Retention Basins, Floodways, Etc.	33,097,000			▲ AWARD				COMPLETE DEC. 1969	
Mile 18 Pumping Plant	38,330,000			▲ AWARD				② ▲ COMPLETE	
Switchyards, Trans. Lines, Electrical Facilities	7,136,000			▲ AWARD				▲ COMPLETE	
Total Joint Features	432,948,000								
State	238,210,000								
Federal	194,827,000								

① Complete all work to permit 400,000 ac-ft storage in San Luis Reservoir and to permit pumping 4200 cfs from forebay.

② Installation of some pumping units may be delayed as agreed upon by the parties.

DWR 161079  
DWR 350864  
~~5-26-71~~

No. 14-06-200-9755

1/12/72

Supplement No. 1

18

638.001074  
Agreements

SUPPLEMENTAL AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE STATE OF CALIFORNIA  
FOR THE  
OPERATION OF THE SAN LUIS UNIT

---

(this operating agreement supplements the agreement  
of December 30, 1961, between the United States and  
the State of California)

---

United States of America  
Department of the Interior  
Bureau of Reclamation  
Central Valley Project,  
California

State of California  
The Resources Agency  
Department of Water  
Resources  
State Water Project

SUPPLEMENTAL AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE STATE OF CALIFORNIA  
FOR THE  
OPERATION OF THE SAN LUIS UNIT

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Preamble	1
2-8	Explanatory Recitals	2-3
9	Definitions	3-5
10	Term, Review and Modification	5-5
11	Forecasting of Water and Power	6
12	Operation of O'Neill Forebay	7-8
13	Operation of San Luis Reservoir	8-10
14	Operation of Dos Amigos Pumping Plant	10
15	Operation of San Luis Canal	10-11
16	Operation of Detention Dams and Associated Reservoirs	11-12
17	Power Supply	12-14
18	Power Generation	15
19	Exchange of Water, Power, and Capacities	16

TABLE OF CONTENTS--Continued

<u>Article</u>	<u>Title</u>	<u>Page</u>
20	Sharing Water Losses or Gains	16
21	Reactive Power	17
22	State Operation of Federal-only Facilities	17-19
23	Emergencies	19-20
24	Federal Participation in Care, Operation, Maintenance, and Replacement	20
25	Water Measurement Responsibilities	20-22
26	Water Quality Responsibilities and Monitoring	22-23
27	Power Measurement Responsibilities	23-24
28	Designation of Federal Water Contractors	24-25
29	Turnouts for Federal Water Contractors	25-26
30	Replacement Water and Mitigation Responsibilities	26
31	Visitor Accommodations	26-27
32	Claims	27
33	Permits, Licenses, Leases, and Easements	27-28
34	Allocation of Costs	28-29
35	Accounting for Costs of Care, Operation, Maintenance, and Replacement	29-33
36	Initial Complement of Movable Property	33
37	Work Schedules and Payments	33-36
38	Records	36-37
39	Cooperation	37

TABLE OF CONTENTS--Continued

<u>Article</u>	<u>Title</u>	<u>Page</u>
40	Contract Work Hours Standards Act - Overtime Compensation	37-38
41	Equal Employment Opportunities	39-41
42	Uncontrollable Forces	41-42
43	Effect of Supplement on Agreement of December 30, 1961	42
	Signature Clause	42

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

No. 14-06-200-9755  
Supplement No. 1  
USBR/DWR Draft  
May 26, 1971

SUPPLEMENTAL AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE STATE OF CALIFORNIA  
FOR THE  
OPERATION OF THE SAN LUIS UNIT

1. THIS SUPPLEMENTAL AGREEMENT, made this 12 day of  
January, 197~~1~~<sup>2</sup>, in pursuance generally of the Act of  
Congress approved June 17, 1902 (32 Stat. 388), and all acts of  
Congress amendatory thereof or supplementary thereto, all of  
which are known as the Federal reclamation laws, and pursuant  
to the California Central Valley Project Act, which is Part 3,  
Division 6 (commencing at Section 11100) of the California  
Water Code, and the California Water Resources Development Bond  
Act, Chapter 8, Part 6, Division 6 (commencing at Section 12930)  
of the California Water Code, and all acts of the California  
Legislature amendatory thereto or supplemental thereof, between  
THE UNITED STATES OF AMERICA, herein called the United States,  
acting through the Bureau of Reclamation, Department of the  
Interior, represented by the contracting officer executing this  
agreement, and THE STATE OF CALIFORNIA, herein called the State,

1 acting through its Department of Water Resources, represented  
2 by the Director of Water Resources.

3 WITNESSETH THAT:

4 EXPLANATORY RECITALS

5 2. WHEREAS, the United States and the State entered  
6 into an agreement on May 16, 1960, to provide for the coordi-  
7 nated operation of the Federal Central Valley Project and the  
8 State Feather River and Delta Diversion Projects, the first  
9 stage of the State Water Resources Development System; and

10 3. WHEREAS, the United States and the State entered  
11 into an agreement on December 30, 1961, to provide for the  
12 construction and operation of the joint-use facilities of the  
13 San Luis Unit; and

14 4. WHEREAS, the agreement of December 30, 1961,  
15 provides that the State shall operate and maintain the joint-  
16 use facilities of the San Luis Unit but leaves for future  
17 agreement details relating to such operation and maintenance;  
18 and

19 5. WHEREAS, the United States and the State have  
20 agreed that the State shall operate and maintain certain  
21 facilities which are part of the Federal San Luis Unit but are  
22 not part of the joint-use facilities upon the terms set forth in  
23 this supplemental agreement; and



1 (b) The designation San Luis Forebay shall be  
2 replaced by the term O'Neill Forebay.

3 (c) The list of joint-use facilities in Article  
4 10(b) shall include the San Luis and Coalinga Operation and  
5 Maintenance Centers and visitor accommodations at Romero Overlook.

6 (d) Item (5) of Article 10(b) shall read: Los  
7 Banos Reservoir and Detention Dam, Little Panoche Reservoir and  
8 Detention Dam, Flood Retention Basins, Check Structures, and other  
9 structures as necessary for the proper operation and maintenance  
10 of San Luis Canal.

11 (e) Federal-only facilities shall mean those  
12 facilities of the Federal San Luis Unit whose construction, opera-  
13 tion, maintenance, and replacement costs are to be met solely by  
14 the United States but which are to be operated and maintained by  
15 the State and shall consist of:

16 (1) All water service turnouts serving  
17 Federal water contractors from O'Neill Forebay, San Luis Reservoir,  
18 and San Luis Canal; and

19 (2) Such other facilities as may be agreed upon  
20 in writing.

21 (f) Power shall mean both capacity, expressed in  
22 kilowatts, and energy, expressed in kilowatt-hours.

1 (g) Onpeak and offpeak power periods for a party  
2 shall be established by that party from time to time by written  
3 notice to the other party.

4 (h) Financial records shall mean those books,  
5 documents and other evidence and accounting procedures pertaining  
6 to all direct and indirect costs of whatever nature incurred and  
7 anticipated to be incurred for the joint-use and Federal-only  
8 facilities.

9 (i) Operation and maintenance records shall mean  
10 those logs, data books, reports, instructions, drawings, equipment  
11 cards, specifications, operating criteria, test results, legal  
12 documents, photographs, and agreements which pertain to and are  
13 necessary for the operation and maintenance of the joint-use and  
14 Federal-only facilities.

15 TERM, REVIEW AND MODIFICATION

16 10. This supplemental agreement shall remain in full  
17 force and effect until terminated by agreement of the parties or  
18 by the termination of the agreement of December 30, 1961. Both  
19 agreements shall be reviewed in the light of actual operating  
20 experience and necessary modifications shall be agreed upon by  
21 December 31, 1975: Provided, That review and modification at  
22 other times shall not be precluded.





1                   Water additions or withdrawals for the United States  
2 at O'Neill Forebay shall be considered to be equal to the water  
3 delivered into O'Neill Forebay for the United States from the  
4 Delta-Mendota Canal and from the northern portion of the California  
5 Aqueduct plus water released into O'Neill for the United States  
6 from the San Luis Reservoir, minus water pumped for the United  
7 States at Dos Amigos Pumping Plant, minus water pumped for the  
8 United States at San Luis Pumping-Generating Plant, minus water  
9 delivered from O'Neill Forebay to the Delta-Mendota Canal minus  
10 deliveries to Federal water contractors from O'Neill Forebay and  
11 Reach 1 (i.e., Operating Pool 13) of San Luis Canal adjusted for  
12 losses or gains as provided in Article 20.

13                   OPERATION OF SAN LUIS RESERVOIR

14                   13. (a) Insofar as possible San Luis Reservoir shall  
15 be operated in accordance with the consolidated forecast and so  
16 as to avoid drawing the total stored water below 350,000 acre-feet  
17 (approximate water surface elevation of 377 feet) between Memorial  
18 Day and Labor Day. Elevation of the minimum operating level for  
19 San Luis Reservoir shall be 326.0 feet, below which there will  
20 exist an inactive water storage of approximately 79,000 acre-feet  
21 which shall not be withdrawn except as necessary for repairs.

22

1                   (b) A record of water additions and accretions  
2 to and withdrawals and losses from stored water for each party  
3 shall be kept by the State. Water may not be withdrawn from  
4 storage by either party beyond the amount of that party's addi-  
5 tions and share of accretions less its share of losses except  
6 for water exchanged in accordance with Article 19.

7                   (c) Water withdrawals or additions for the State  
8 at San Luis Reservoir shall be considered to be equal to the water  
9 released or pumped for the State through the San Luis Pumping-  
10 Generating Plant adjusted for losses or gains as provided in  
11 Article 20.

12                   Water withdrawals or additions for the United  
13 States at San Luis Reservoir shall be considered equal to the  
14 water released or pumped for the United States through the San  
15 Luis Pumping-Generating Plant adjusted for diversions through  
16 Pacheco Tunnel, deliveries to Federal water contractors, and  
17 losses or gains as provided in Article 20.

18                   (d) If one party forecasts pumping water into  
19 storage at the same time as the other party forecasts a release  
20 from the reservoir, the parties may agree that only the net  
21 difference shall be pumped or released, and the accounts of each  
22 party shall be adjusted as though the total amounts had been pumped

1 and released, and adjustments of the water and power amounts shall  
2 be agreed upon in writing.

3 OPERATION OF DOS AMIGOS PUMPING PLANT

4 14. Insofar as possible Dos Amigos Pumping Plant shall  
5 be operated in accordance with the consolidated forecast to meet  
6 the respective water requirements of the State and the United  
7 States south of the Pumping Plant. Water pumped for the State  
8 at Dos Amigos Pumping Plant shall be the amount of water trans-  
9 ferred from Reach 5 (i.e., Operating Pool 21) of the San Luis  
10 Canal to the South San Joaquin Division of the California Aqueduct  
11 near Kettleman City, adjusted for the State's share of changes in  
12 canal storage as agreed upon and of losses or gains determined  
13 pursuant to Article 20. Water pumped for the United States at  
14 Dos Amigos Pumping Plant shall be equal to the deliveries to  
15 Federal water contractors from Reaches 2 through 5 (i.e., Operating  
16 Pools 14 through 21) of San Luis Canal, adjusted for the Federal  
17 share of changes in canal storage as agreed upon and of losses or  
18 gains determined pursuant to Article 20.

19 OPERATION OF SAN LUIS CANAL

20 15. (a) San Luis Canal from Dos Amigos Pumping Plant  
21 to Kettleman City shall be operated as far as possible in accord-  
22 ance with the consolidated forecast to meet the respective water  
23 requirements of the State and the United States.

1                   (b) A record of water additions and accretions to  
2 and deliveries and losses from canal storage for each party shall  
3 be kept by the State.

4                   (c) Water additions or withdrawals by the State at  
5 the San Luis Canal shall be considered equal to the amount of water  
6 pumped for the State through the Dos Amigos Pumping Plant minus  
7 the water transferred from Reach 5 (i.e., Operating Pool 21) to  
8 the South San Joaquin Division of the California Aqueduct near  
9 Kettleman City, adjusted for the State's share of losses or gains  
10 determined pursuant to Article 20.

11                   Water additions or withdrawals by the United States  
12 at the San Luis Canal shall be considered equal to the amount of  
13 water pumped for the United States through the Dos Amigos Pumping  
14 Plant minus water deliveries to Federal water contractors from  
15 Reaches 2 through 5 (i.e., Operating Pools 14 through 21) of San  
16 Luis Canal, adjusted for the United States share of losses or gains  
17 determined pursuant to Article 20.

18                   OPERATION OF DETENTION DAMS AND ASSOCIATED RESERVOIRS

19                   16. (a) The State shall operate Los Banos Reservoir and  
20 Detention Dam in accordance with flood control regulations pre-  
21 scribed by the Secretary of the Army pursuant to Section 7 of the  
22 Act of December 22, 1944 (58 Stat. 890; 33 U.S.C. 709). To the

1 extent that it can do so without violating the flood control regu-  
2 lations, the State also shall operate Los Banos Reservoir and  
3 Detention Dam to maintain a pool of water for recreational use.  
4 The recreational pool shall be supplied solely from the inflow from  
5 the Los Banos Creek watershed above Los Banos Detention Dam, unless  
6 otherwise agreed.

7 (b) The State shall operate Little Panoche Reservoir  
8 and Detention Dam as agreed.

9 POWER SUPPLY

10 17. (a) Each party shall supply the power required for  
11 pumping its water at Dos Amigos Pumping Plant with adjustments as  
12 agreed for differences between forecast and actual operation. The  
13 United States shall forecast, pursuant to Article 11, power avail-  
14 able during its onpeak power periods for pumping its water at Dos  
15 Amigos Pumping Plant. All additional onpeak power required for  
16 pumping water at that plant shall be supplied by the State, pro-  
17 vided the State shall not be required at any time to pump water  
18 for the United States at a rate in excess of that for which power  
19 is supplied by the United States.

20 (b) Each of the parties shall supply the power  
21 required for pumping its water at San Luis Pumping-Generating Plant  
22 with adjustments as agreed upon for differences in pumping head

1 and for differences between forecast and pumped water quantities.  
2 The United States shall declare in advance pursuant to Article 11,  
3 power available during its onpeak power periods for pumping its  
4 water at San Luis Pumping-Generating Plant. All additional onpeak  
5 power required for pumping water at that plant shall be supplied  
6 by the State, provided the State shall not be required at any time  
7 to pump water for the United States at a rate in excess of that  
8 for which power is supplied by the United States.

9 (c) Each party shall supply all additional power  
10 required at Dos Amigos Pumping Plant and San Luis Pumping-  
11 Generating Plant for station service, transformer losses, and  
12 other miscellaneous purposes in proportion to the amount of power  
13 supplied for pumping its water. When only generating is done at  
14 San Luis Pumping-Generating Plant, the power for station service,  
15 transformer losses, and miscellaneous purposes shall be provided  
16 in proportion to the amounts of generation for each party. When  
17 no water is pumped at Dos Amigos Pumping Plant and when neither  
18 pumping nor generating is done at San Luis Pumping-Generating  
19 Plant, power required for station service, transformer losses,  
20 and miscellaneous purposes shall be supplied in the following  
21 ratios:

22

1	At Dos Amigos Pumping Plant	State	54.20 percent
2		United States	45.80 percent
3	At San Luis Pumping-Generating	State	52.38 percent
4	Plant	United States	47.62 percent

5 (d) Unless otherwise agreed, the State shall  
6 purchase and supply as a cost allocated under Article 34(b) all  
7 power in excess of that supplied pursuant to (a), (b), and (c)  
8 above that required for the operation and maintenance of the joint-use  
9 facilities. The United States may, with advance written notice to  
10 the State, furnish United States' portion of such power require-  
11 ments.

12 (e) If both parties forecast water to be pumped  
13 at the same time at either Dos Amigos Pumping Plant or San Luis  
14 Pumping-Generating Plant and the available capacity of the facilities  
15 is less than the total required, the available capacity shall be  
16 divided in the following ratios:

17	At Dos Amigos Pumping Plant	State	54.20 percent
18		United States	45.80 percent
19	At San Luis Pumping-Generating	State	52.38 percent
20	Plant	United States	47.62 percent

21  
22

1 POWER GENERATION

2 18. (a) Power generated by the release of water from  
3 San Luis Reservoir shall be accepted by the party for which the  
4 release is made at the time and in the amounts generated. Using  
5 procedures agreed upon in writing, adjustments shall be made for  
6 differences in generating head and for differences between fore-  
7 cast and actual water release quantities.

8 (b) Either party may forecast release of its  
9 water from San Luis Reservoir, pursuant to Article 11, in excess  
10 of water delivery requirements for the purpose of power genera-  
11 tion. Such releases shall be forecast as far in advance as possible  
12 and shall be subject to the availability of facilities, including  
13 storage space in O'Neill Forebay. The use of O'Neill Forebay also  
14 shall be forecast at the same time as the releases are forecast.  
15 If both parties forecast the release of water for power generation  
16 at the same time and the available capacity of facilities is less  
17 than the total required, the available capacity shall be divided  
18 in the ratio:

19	State	52.38 percent
20	United States	47.62 percent

21

22

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

EXCHANGE OF WATER, POWER, AND CAPACITIES

19. (a) Water and power may be exchanged by written agreement.

(b) Capacity in the joint-use facilities allocated to one party may be used by the other party by written agreement: Provided, That neither party is restricted in the use of its own allocated capacity.

(c) Capacity in the Delta-Mendota Canal and appurtenant facilities and North San Joaquin Division of the California Aqueduct and appurtenant facilities not being used by the owner of such facilities may be used by the other party by written agreement.

SHARING WATER LOSSES OR GAINS

20. Water losses or gains in the joint-use facilities which result from seepage, evaporation, rainfall, surface inflow, or spill shall be shared on the basis of 55 percent for the State and 45 percent for the United States. Such losses or gains shall be computed for such intervals of time as may be agreed for each of the following segments of the joint-use facilities: (1) San Luis Reservoir, (2) O'Neill Forebay and Reach 1 (i.e. Operating Pool 13) of San Luis Canal combined, and (3) Reaches 2 through 5 (i.e. Operating Pools 14 through 21) of San Luis Canal combined.



1 operation and maintenance by the State. The inspection shall be  
2 made by representatives of the State and the United States.  
3 Upon written agreement between the parties that the Federal-only  
4 facilities are suitable for transfer to operation and maintenance  
5 status, the State shall care for, operate, and maintain the  
6 Federal-only facilities or operable unit thereof under criteria  
7 furnished by the United States.

8 (b) Upon assumption of care, operation, and main-  
9 tenance pursuant to this article, the State shall operate and  
10 maintain the Federal-only facilities in such a manner that the  
11 facilities shall remain in good and efficient condition. The  
12 State shall recommend promptly to the United States any major  
13 maintenance or replacements or other action which the State deems  
14 necessary or desirable to maintain the good condition and  
15 efficient operation of the Federal-only facilities or to maintain  
16 the good condition and efficient operation of the related and  
17 affected joint-use facilities.

18 (c) The State shall undertake promptly any mainte-  
19 nance or replacements or other alteration of the Federal-only  
20 facilities which the United States may direct the State to perform.  
21 The State shall not alter any Federal-only facility except in  
22 accordance with the criteria furnished by the United States or at  
23 the direction of the United States.

1 (d) The United States may, from time to time,  
2 inspect the Federal-only facilities and the operation and mainte-  
3 nance records of the State to ascertain whether the requirements  
4 of this article are being satisfactorily performed by the State.

5 (e) The United States, at its option, after giving  
6 the State at least 30 days' written notice, may take over the  
7 care, operation, and maintenance of all or a part of the Federal-  
8 only facilities. The Federal-only facilities may be retrans-  
9 ferred to the State if such retransfer is agreed to in advance.

10 EMERGENCIES

11 23. (a) If an emergency occurs which requires immediate  
12 change in the operation or immediate action for maintenance or  
13 replacement of any facility operated by the State, the State shall  
14 notify the United States of such emergency and shall promptly  
15 undertake emergency operation, maintenance or replacement as may  
16 be required.

17 (b) The State shall submit in writing to the United  
18 States an estimate of the cost of effecting such emergency mainte-  
19 nance or replacement, indicating the share of such estimated  
20 costs allocated to the United States pursuant to Article 34. Upon  
21 receipt of such statement, the United States shall make every  
22 effort consistent with availability of Congressional appropriations

1 to provide promptly to the State its share of the estimated costs.  
2 Upon completion of the emergency work and after all claims have  
3 been settled, excess funds provided by the United States shall be  
4 returned.

5 FEDERAL PARTICIPATION IN CARE,

6 OPERATION, MAINTENANCE, AND REPLACEMENT

7 24. The United States may, from time to time, perform  
8 or participate in the care, operation, maintenance, and replacement  
9 of the joint-use and Federal-only facilities, or provide special  
10 engineering and technical work in support of these activities:  
11 Provided, That such work shall be agreed to in advance. Cost of  
12 the work shall be subject to the appropriate provisions of Articles  
13 34, 35, and 37.

*Emergency*

14 WATER MEASUREMENT RESPONSIBILITIES

15 25. (a) The State, at its own expense, shall measure  
16 the flow of water (1) from the North San Joaquin Division of the  
17 California Aqueduct into O'Neill Forebay and (2) from the joint-  
18 use facilities into the South San Joaquin Division of the California  
19 Aqueduct near Kettleman City.

20 (b) The United States, at its own expense, shall  
21 measure the flow of water (1) from the Delta-Mendota Canal through  
22 O'Neill Pumping Plant into O'Neill Forebay, (2) from O'Neill

1 Forebay into Delta-Mendota Canal, (3) from San Luis Reservoir through  
2 Pacheco Tunnel, and (4) into Coalinga Canal.

3 (c) The State, at the joint expense of the State and  
4 the United States, shall measure (1) the flow of water pumped into  
5 or released out of San Luis Reservoir through San Luis Pumping-  
6 Generating Plant, (2) the flow of water through the Dos Amigos  
7 Pumping Plant, (3) the storage of water in the San Luis Reservoir  
8 and in O'Neill Forebay, (4) the storage of water in and the release  
9 of water from Los Banos Reservoir, (5) the storage of water in and the  
10 flow of water from Little Panoche Reservoir, and (6) shall make  
11 such other measurements of the flow and storage of water in the  
12 joint-use facilities as may be agreed.

13 (d) The State, at the expense of the United States,  
14 shall measure the delivery of water to Federal water contractors  
15 from the joint-use facilities.

16 (e) Water measuring devices shall be operated and  
17 maintained to tolerances of accuracy agreed upon. Said devices shall  
18 be examined, tested, and serviced regularly to assure their accuracy.  
19 At any reasonable time either party may inspect such measuring  
20 devices and equipment maintained by the other party. The other  
21 party promptly shall take steps to correct any deficiencies noted  
22 in such inspections.

1 (f) The State, at the joint expense of the State  
2 and the United States, shall maintain records of water pumped,  
3 stored, and diverted each month by each party in the joint-use  
4 facilities and furnish them to the United States not later than the  
5 15th of the following month.

6 WATER QUALITY RESPONSIBILITIES AND MONITORING

7 26. (a) The State and the United States in delivering  
8 water into the joint-use facilities, and the State in operating the  
9 joint-use facilities, shall endeavor to provide water of a quality  
10 to meet the objectives of the State and Federal contracts with  
11 water users supplied directly or indirectly from the joint-use  
12 facilities.

13 (b) The State, at its own expense, shall monitor  
14 the quality of water (1) from the North San Joaquin Division of  
15 the California Aqueduct into O'Neill Forebay and (2) from the joint-  
16 use facilities into the South San Joaquin Division of the California  
17 Aqueduct.

18 (c) The United States, at its own expense, shall  
19 monitor the quality of water from O'Neill Pumping Plant into O'Neill  
20 Forebay.

21 (d) The State, as an expense of the joint-use  
22 facilities, shall monitor the quality of water (1) at the San Luis

1 Pumping-Generating Plant, (2) in San Luis Reservoir, and (3) at such  
2 other locations as may be agreed upon, as necessary to determine  
3 the quality of water entering the joint-use facilities or being  
4 delivered therefrom.

5 POWER MEASUREMENT RESPONSIBILITIES

6 27. (a) The State shall be responsible for reading,  
7 maintaining, and repairing all meters necessary for capacity, energy,  
8 and reactive measurements at San Luis Pumping-Generating Plant  
9 and Dos Amigos Pumping Plant. The United States will be afforded  
10 an opportunity to participate in the reading of the meters.

11 (b) Meters shall be read on the last working day  
12 of each month and the State shall promptly submit all readings to  
13 the United States. The State shall be responsible for servicing and  
14 maintaining charts on recording meters and shall make such charts  
15 available to the United States.

16 (c) Meters shall be sealed and the seals shall be  
17 broken only upon occasions when the meters are to be inspected,  
18 tested, or adjusted, and representatives of the United States and  
19 the Pacific Gas and Electric Company shall be afforded reasonable  
20 opportunity to be present upon such occasions. Meters shall be  
21 tested at least once each year and at any reasonable time upon  
22 request therefor by either party hereto. If a meter is found by

1 test to be in error by one percent or more, meter data since the  
2 date of the immediately preceding test will be adjusted to compen-  
3 sate for the meter error, but no adjustment shall be made for a  
4 longer period than such error may be agreed to have existed. All  
5 meters shall be inspected at a time approximately midway between  
6 meter reading dates and the results of such inspections shall be  
7 promptly reported to the United States. Any metering equipment  
8 found to be in error by plus or minus one percent or more promptly  
9 shall be repaired and readjusted or replaced. Should a meter fail  
10 to register, power delivered during such period of failure to  
11 register shall, for accounting purposes, be estimated from the best  
12 information available.

13 DESIGNATION OF FEDERAL WATER CONTRACTORS

14 28. Before October 1 of each year, the United States  
15 shall furnish in writing to the State a list of Federal water con-  
16 tractors to whom water is to be delivered from the joint-use  
17 facilities and Federal-only facilities and shall designate thereon  
18 such limitations as may be appropriate as to the rate of flow and  
19 amount of water each contractor shall be entitled to receive during  
20 the year beginning on the following January 1. The State shall  
21 deliver water to each Federal water contractor up to the amounts  
22 indicated in the forecasts submitted pursuant to Article 11. The

1 United States shall furnish in writing to the State any revisions  
2 in the list of Federal water contractors or in the rates of flow  
3 or in the amounts of water, and the State shall revise the water  
4 delivery forecasts accordingly.

5 TURNOUTS FOR FEDERAL WATER CONTRACTORS

6 29. (a) The water to be delivered to the Federal water  
7 contractors shall be delivered by the State through turnouts as  
8 designated by the United States, or through such temporary diver-  
9 sion facilities as may be agreed to by the parties.

10 (b) The United States may construct additional  
11 turnouts as necessary: Provided, That such work shall be arranged  
12 in advance.

13 (c) If requested by the United States the State  
14 shall construct additional turnouts, including water measuring  
15 facilities, according to plans approved by the United States.  
16 The United States shall pay all of the costs of such turnouts and  
17 water measuring facilities and shall deposit with the State in  
18 advance of expenditures of funds estimated by the State to be  
19 sufficient to cover the costs as they occur.

20 (d) The State shall maintain an accurate record  
21 of expenditures of funds advanced by the United States under the  
22 provisions of this article. Within 60 days after the end of the

1 month in which the work is completed, the State shall furnish to  
2 the United States a statement of such expenditures and shall return  
3 to the United States all such funds which remain unobligated funds or  
4 at the option of the United States, credit such unobligated funds  
5 toward other obligations to the State which the United States may  
6 have incurred in connection with San Luis Unit. If the actual cost of  
7 such facilities exceeds the amounts advanced, the United States shall  
8 transfer the additional amount to the State within 30 days after the  
9 end of the month in which the State furnished its statement.

10 REPLACEMENT WATER AND MITIGATION RESPONSIBILITIES

11 30. Responsibility to substitute controlled releases for  
12 natural flows with which the joint-use facilities have interfered  
13 and responsibility to mitigate fish and wildlife damage shall be  
14 deemed joint responsibilities. Each party shall furnish its  
15 share of the replacement water and mitigation funds in the ratio of  
16 55 percent by the State and 45 percent by the United States. Water  
17 for those purposes may be delivered from the joint-use facilities or  
18 from the Delta-Mendota Canal or from any other point of delivery  
19 agreed upon.

20 VISITOR ACCOMMODATIONS

21 31. Visitor accommodations constructed as joint-use  
22 facilities may be used on an equitable basis by both parties for

1 joint and separate displays. The costs of care, operation, main-  
2 tenance, and replacement of such accommodations shall be shared in  
3 accordance with the provisions of Article 34(b).

4 CLAIMS

5 32. The State shall notify the United States of each  
6 accident or incident which occurs upon or as a result of the  
7 operation of the joint-use facilities or the Federal-only facilities  
8 being operated by the State which comes to the attention of the  
9 State, and shall furnish to the United States all reports prepared  
10 by the State in connection with such accidents or incidents. The  
11 United States shall be notified promptly of each claim filed in  
12 connection with any such accident or incident and shall be furnished  
13 a copy of such claim and all investigative material and reports in  
14 connection with such claim. Before the State issues a decision on a  
15 claim, it shall obtain the concurrence of the United States in  
16 writing. If United States receives notice of an accident or  
17 incident it shall promptly notify the State.

18 PERMITS, LICENSES, LEASES, AND EASEMENTS

19 33. The United States may issue permits, licenses,  
20 leases and easements in the lands and interests in lands required  
21 for the joint-use facilities after obtaining State concurrence.  
22 The United States, at its option, shall permit the State to issue

1 permits and licenses for specific purposes and under conditions to  
2 be agreed upon in a separate document for the use of lands required  
3 for the joint-use facilities. Revenues received therefrom shall  
4 be shared 45 percent to the United States and 55 percent to the  
5 State.

6 ALLOCATION OF COSTS

7 34. (a) All costs incurred by the State chargeable to  
8 the Federal-only facilities shall be allocated to the United States.

9 (b) For the period ending December 31, 1975, pending  
10 the accumulation of information from operating experience needed  
11 to establish on a long-term basis a satisfactory ratio for the  
12 sharing of the costs of the care, operation, maintenance, and  
13 replacement of the joint-use facilities, such costs shall be  
14 allocated 55 percent to the State and 45 percent to the United  
15 States. Costs to be allocated shall be exclusive of power  
16 furnished at San Luis Pumping-Generating Plant and Dos Amigos  
17 Pumping Plant, power furnished by the United States pursuant to  
18 Article 17(d), and costs of certain water measurement and quality  
19 responsibilities pursuant to Articles 25 and 26. Commencing 2 years  
20 prior to December 31, 1975, the State and the United States shall under-  
21 take to adjust the percentages specified in this subarticle,  
22 effective for such period as shall be determined with appropriate

1 consideration to the following factors from the time the joint-use  
2 facilities were first placed in operation:

3 (1) The record of actual costs and the  
4 projected future costs of care, operation, maintenance, and replace-  
5 ment of the joint-use facilities;

6 (2) The capacities provided for the State and  
7 the United States in the agreement of December 30, 1961; and

8 (3) The quantities of water which have been  
9 stored and conveyed in and by the joint-use facilities by the parties  
10 and the quantities that are projected to be stored and conveyed by  
11 them.

12 ACCOUNTING FOR COSTS OF CARE,

13 OPERATION, MAINTENANCE, AND REPLACEMENT

14 35. (a) Each party shall accumulate costs under the  
15 classifications "Operating Expenses," "Maintenance Expenses," and  
16 "Other Expenses" for the following identified properties:

17 I. Federal-only facilities

- 18 1. Turnouts to Federal customers from  
19 O'Neill Forebay, San Luis Reservoir,  
20 and San Luis Canal  
21 2. Such other facilities as may be agreed  
22 upon in writing

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

II. Joint-use facilities

1. San Luis Dam and Reservoir ✓
2. O'Neill Forebay, O'Neill Dam, and San Luis Wasteway
3. San Luis Pumping-Generating Plant
4. San Luis Switchyard
5. Dos Amigos Pumping Plant
6. Dos Amigos Switchyard
7. San Luis Canal
8. Operation and maintenance centers
9. General service facilities
10. Los Banos Reservoir and Detention Dam ✓
11. Little Panoche Reservoir and Detention Dam ✓

(b) The State and the United States each shall directly assign or shall distribute to the major groups of facilities, on a monthly basis, all of its costs, except the costs of power furnished for San Luis Pumping-Generating Plant and Dos Amigos Pumping Plant, incurred in the care, operation, maintenance, and replacement of the joint-use and Federal-only facilities.

(c) The costs of caring for, operating, maintaining, and replacing the joint-use and Federal-only facilities in such a

1 manner that the facilities shall remain in good condition and  
2 function efficiently shall include:

3 (1) The salaries and expenses of personnel,  
4 payments made to contractors and force account costs, the cost of  
5 housing and transportation, maintenance of grounds and facilities,  
6 and all other costs and expenses properly attributable to the care,  
7 operation, maintenance, and replacement of the joint-use and  
8 Federal-only facilities in whole or in part.

9 (2) Costs of acquiring noncapitalized equip-  
10 ment; depreciation on capitalized movable equipment and office  
11 furniture and fixtures (except on the initial complement of heavy  
12 equipment required for operation and maintenance referred to in  
13 Article 15(a) of the agreement of December 30, 1961); costs of  
14 supplies and spare parts acquired and charged directly to operations  
15 plus issues of such items from stores; costs of operation and  
16 maintenance of field equipment; and the cost of maintaining office  
17 furniture, equipment, and fixtures.

18 (3) The costs of water measurements pursuant  
19 to Article 25 and the costs of water quality monitoring pursuant  
20 to Article 26.

21 (4) Costs incurred in connection with power  
22 measurement responsibilities pursuant to Article 27.

- 1                   (5) Costs incurred for power purchased pursuant  
2 to Article 17(d) unless the United States furnishes its share.
- 3                   (6) The payment of claims, including judgments,  
4 directly related to maintenance and operation of the joint-use and  
5 Federal-only facilities.
- 6                   (7) Costs incurred in issuing permits, licenses,  
7 leases and easements pursuant to Article 33.
- 8                   (8) Other agreed-upon expenditures incurred in  
9 the care, operation, maintenance, and replacement of the joint-use  
10 and Federal-only facilities.
- 11                   (9) The costs incurred by the United States  
12 originating from the inspection of the facilities and of the books  
13 and records of the State as provided for in Article 20(e) of the  
14 agreement of December 30, 1961, and Article 22(d) of this supplement.
- 15                   (10) The costs incurred by the United States  
16 for assistance in the care, operation, maintenance, and replacement  
17 work on the joint-use and Federal-only facilities performed in  
18 accordance with Articles 23 and 24.
- 19                   (11) Indirect costs relating to the above  
20 items distributed in the customary manner of the party which incurred  
21 such costs. For the State these will be determined in accordance  
22 with the manual entitled "Application and Use of Indirect Costs in

1 the Department of Water Resources," as it may be amended or super-  
2 seded, and for the United States these will be determined in  
3 accordance with the manual of "Reclamation Instructions," and the  
4 Region 2 supplement, as they or either of them may be amended or  
5 superseded.

6 INITIAL COMPLEMENT OF MOVABLE PROPERTY

7 36. The cost of the initial complement of movable  
8 property, including heavy equipment, shop and office equipment,  
9 motor vehicles, office furniture and machines, tools, materials and  
10 supplies, to be used in the care, operation, and maintenance of  
11 the joint-use facilities shall be included as a cost of construc-  
12 tion and shall be allocated in accordance with Article 16 of the  
13 agreement of December 30, 1961. The initial complement of movable  
14 property shall be agreed upon by the parties and may be purchased  
15 by either party. Title to movable property purchased by the State  
16 shall remain in the State. Transfer of movable property purchased  
17 by the United States shall include transfer of title.

18 WORK SCHEDULES AND PAYMENTS

19 37. (a) On or before May 1 each year, the United States  
20 shall furnish the State in writing a schedule of the care, operation,  
21 maintenance, and replacement work which the United States will  
22 perform on the joint-use and Federal-only facilities during the

1 two following fiscal years. Such schedule shall include the estimated  
2 costs to be incurred by the United States in connection with such  
3 work. The United States also shall notify the State in writing of  
4 any proposed revision in the schedule of work to be performed and of  
5 any revision of the estimated costs for such work.

6 (b) Article 21(c) of the agreement of December 30,  
7 1961, is superseded by the following provision:

8 In order that the United States may adequately  
9 justify its annual requests to Congress for care, operation,  
10 maintenance, and replacement funds, the State, on or before June 1  
11 each year, shall submit in writing to the United States a schedule  
12 of the care, operation, maintenance, and replacement work the State  
13 intends to perform on the joint-use and Federal-only facilities  
14 during the two succeeding fiscal years with the first succeeding  
15 fiscal year detailed by quarters. Such schedule shall summarize  
16 the estimated total costs of the care, operation, maintenance,  
17 and replacement work, including the costs estimated to be incurred  
18 by the United States in connection with the joint-use and Federal-  
19 only facilities and the share of such costs to be paid by the United  
20 States. The State also shall notify the United States in writing  
21 of any proposed revision in the schedule of the work to be performed  
22 and of any revision of such costs. The United States shall have  
23 an opportunity to suggest changes in the schedule and its revisions.

1 (c) The State and the United States shall make  
2 every reasonable effort to perform the care, operation, maintenance,  
3 and replacement work in accordance with the schedules and cost  
4 estimates provided for in this article. The United States shall  
5 advance to the State, in installments, the funds required to cover  
6 its share of the estimated costs for the year as determined pursuant  
7 to this supplement. The installment periods shall be monthly or,  
8 at the option of the United States, quarterly, and each installment  
9 shall become due and payable on the first working day of the period.  
10 The State shall furnish to the United States a statement of estimated  
11 costs for each quarter 30 days in advance of the beginning of the  
12 quarter, which shall take into account prior costs and funds  
13 advanced.

14 (d) The State shall maintain an accurate record  
15 of expenditures from funds transferred to it by the United States  
16 and shall furnish a statement of such expenditures to the United  
17 States within 60 days after the close of each fiscal year. The  
18 United States shall furnish a statement of its expenditures within  
19 60 days after the close of each fiscal year. All funds advanced by  
20 the United States which remain unobligated at the end of the fiscal  
21 year shall be refunded to the United States within 60 days after  
22 the end of the fiscal year. If the United States' share of the

1 actual costs exceeds the amounts transferred, the United States  
2 shall transfer to the State promptly the additional amount within  
3 30 days after notification.

4 RECORDS

5 38. (a) The parties shall maintain adequate and  
6 appropriate financial records for the joint-use and Federal-only  
7 facilities. Their records shall be subject at all reasonable  
8 times to inspection and audit by authorized representatives of  
9 the other.

10 (b) The parties shall preserve and make available  
11 their financial records until the later of either (1) date of final  
12 disposition of litigation or settlement of claims arising out of  
13 performance under this supplement, or (2) the expiration date of  
14 any retention period which may be required.

15 (c) The State shall maintain adequate and appro-  
16 priate operation and maintenance records as agreed upon. Such  
17 operation and maintenance records shall be made available to the  
18 United States upon request.

19 (d) The United States shall make available to the  
20 State those operation and maintenance records in its possession  
21 at the time this agreement is executed and any revisions or modifi-  
22 cations to those records subsequent to such execution.



1 work under this contract to work in excess of 8 hours in any calendar  
2 day or in excess of 40 hours in such workweek on work subject to the  
3 provisions of the Contract Work Hours Standards Act unless such  
4 laborer or mechanic receives compensation at a rate not less than  
5 1-1/2 times his basic rate of pay for all such hours worked in  
6 excess of 8 hours in any calendar day or in excess of 40 hours in  
7 such workweek, whichever is the greater number of overtime hours.  
8 The "basic rate of pay," as used in this clause, shall be the  
9 amount paid per hour, exclusive of the contractor's contribution  
10 or cost for fringe benefits and any cash payment made in lieu of  
11 providing fringe benefits, or the basic hourly rate contained in  
12 the wage determination, whichever is greater.

13 (b) In the event of any violation of the provisions  
14 of paragraph (a), the contractor shall be liable to any affected  
15 employee for any amounts due, and to the United States for liquidated  
16 damages. Such liquidated damages shall be computed with respect  
17 to each individual laborer or mechanic employed in violation of the  
18 provisions of paragraph (a) in the sum of \$10 for each calendar day  
19 on which such employee was required or permitted to be employed on  
20 such work in excess of 8 hours without payment of the overtime wages  
21 required by paragraph (a).

22



1                   (3) The State will send to each labor union or  
2 representative of workers with which it has a collective bargaining  
3 agreement or other contract or understanding a notice, to be provided  
4 by the contracting officer, advising the labor union or workers'  
5 representative of the State's commitments under this Equal Opportunity  
6 clause, and shall post copies of the notice in conspicuous places  
7 available to employees and applicants for employment.

8                   (4) The State will comply with all provisions  
9 of Executive Order No. 11246 of September 24, 1965, as amended, and  
10 of the rules, regulations, and relevant orders of the Secretary of  
11 Labor.

12                   (5) The State will furnish all information and  
13 reports required by Executive Order No. 11246, and by the rules,  
14 regulations, and orders of the Secretary of Labor, or pursuant  
15 thereto, and will permit access to its books, records, and accounts  
16 by the Bureau of Reclamation and the Secretary of Labor for purposes  
17 of investigation to ascertain compliance with such rules, regula-  
18 tions, and orders.

19                   (6) In the event of the State's noncompliance  
20 with the Equal Opportunity clause of this contract or with any of  
21 the said rules, regulations, or orders, this contract may be  
22 cancelled, terminated, or suspended in whole or in part, and it may

1 be declared ineligible for further Government contracts in accord-  
2 ance with procedures authorized in Executive Order No. 11246, and  
3 such other sanctions may be imposed and remedies invoked as pro-  
4 vided in said Executive Order, or by rule, regulation, or order of  
5 the Secretary of Labor, or as otherwise provided by law.

6 (7) The State will include the provisions  
7 of paragraphs (1) through (7) in every subcontract or purchase  
8 order unless exempted by rules, regulations, or orders of the  
9 Secretary of Labor issued pursuant to Section 204 of Executive  
10 Order No. 11246, so that such provisions will be binding upon each  
11 subcontractor or vendor. It will take such action with respect to  
12 any subcontract or purchase order as the contracting officer may  
13 direct as a means of enforcing such provisions, including sanctions  
14 for noncompliance: Provided, however, That in the event the State  
15 becomes involved in, or is threatened with, litigation with a sub-  
16 contractor or vendor as a result of such direction by the contract-  
17 ing officer it may request the United States to enter into such  
18 litigation to protect the interests of the United States.

19 UNCONTROLLABLE FORCES

20 42. Neither party shall be considered to be in default  
21 in respect to any obligation hereunder if prevented from fulfilling  
22 such obligation by reason of uncontrollable forces, the term uncon-  
23 trollable forces being deemed for the purpose of this agreement

1 to mean any cause beyond the control of the party affected, which  
2 by exercise of due diligence and foresight such party could not  
3 reasonably have been expected to avoid. Either party unable to ful-  
4 fill any obligation by reason of uncontrollable forces shall  
5 exercise due diligence to remove such inability with all reasonable  
6 dispatch.

7 EFFECT OF SUPPLEMENT ON AGREEMENT OF DECEMBER 30, 1961

8 43. Except as expressly modified by this supplement,  
9 the agreement of December 30, 1961, shall remain in full force and  
10 effect, and this supplement shall be subject to all the provisions  
11 of that agreement.

12 IN WITNESS WHEREOF, the parties hereto, by their  
13 respective officers thereunto duly authorized, have duly  
14 executed this supplement on the day and year first hereinabove  
15 written.

16

17

THE UNITED STATES OF AMERICA

18

*Rita Singer*  
Special Agent in Charge

19

By *R. J. Peppard*  
Regional Director, Region 2  
Bureau of Reclamation

20

21

Approved as to legal form  
and sufficiency:

THE STATE OF CALIFORNIA

22

*P. A. Towne*  
Chief Counsel, DWR

By *W. J. Gannell*  
Director  
Department of Water Resources

STATE OF CALIFORNIA  <b>CONTRACT TRANSMITTAL</b>  STD. FORM 15 REV. 4-64	AGENCY TRANSMITTING CONTRACT Department of Water Resources	
	DIVISION, BUREAU, OR OTHER UNIT Office of the Chief Counsel	
	DATE June 8, 1971	CONTRACT NO. May 10, 1971 Letter Agreement

DIRECTOR OF GENERAL SERVICES: THE ATTACHED CONTRACT IS SUBMITTED FOR YOUR APPROVAL IN SUPPORT OF THIS REQUEST THE FOLLOWING INFORMATION IS PROVIDED. DWR-351798

NAME OF CONTRACTOR  
U. S. Department of the Interior, Bureau of Reclamation Supp I

1. DIGEST OF CONTRACT Installation of water delivery facilities including meters for exclusive benefit of State at San Luis Division, Reach #5. Such costs to be borne by State whereas the cost of such facilities for exclusive benefit of U.S. to be borne by it. At Reach 5, deliveries are made to State for State's service area.

2. SPECIAL TERMS, CONDITIONS, AND COMMENTS Article 10(b)(4) of contract (DWR 351798) providing for construction and operation of San Luis Division joint-use facilities excluded water delivery and appurtenant facilities such as meters from scope of that contract.

3. REASON AND NECESSITY: IS THIS A RENEWAL OF A PREVIOUS CONTRACT OR SERVICE? Originally there was misunderstanding about whether Contract 351798 included such delivery facilities within its scope. It was finally agreed that under Article 10(b)(4) such facilities were by definition outside its scope and that the acoustic velocity metering facilities installed at Reach 5 by the U.S. at a cost of \$172,346.30 must be borne by the State.

4. SUMMARY OF BIDS: REASONABLENESS OF PRICE; AND BASIS FOR AWARD OF CONTRACT IF TO OTHER THAN LOW BIDDER The Bureau of Reclamation issued the change order for installation of the acoustic velocity metering facilities with the prime contractor for Reach 5 at approximately the State's estimate for such work. Such work was to be incorporated in construction of Reach 5. The Bureau performed the necessary engineering design work, drawings, specification changes, provided materials and supplies, and force account work required to install the facilities under its existing contract with the prime contractor. The State's estimate took into account that the Reach 5 prime contractor could install the meter at less expense since his forces and equipment were already located at the meter installation area.

**SOURCE OF FUNDS AND BUDGET DATA (DO NOT COMPLETE IF DATA APPEARS ON CONTRACT)**

FUND	BUDGET ALLOTMENT TITLE
APPROPRIATION	TOTAL BUDGET ALLOTMENT AFTER
I CERTIFY THAT BUDGET DATA SHOWN TO THE RIGHT IS CORRECT	T.B.A. NO. _____
	BUDGET REVISION NO. _____
	UNENCUMBERED BALANCE BEFORE THIS ESTIMATE _____
SIGNATURE OF ACCOUNTING OR FISCAL OFFICER	
SUBMITTED BY <i>Porter A. Howden</i>	TITLE Chief Counsel
APPROVED FOR AGENCY (IF APPLICABLE)	TITLE

DO NOT WRITE IN THIS SPACE

BUDGET DIVISION	DATE
CHIEF COUNSEL	DATE