

114TH CONGRESS
2D SESSION

H. R. 4366

To affirm an agreement between the United States and Westlands Water District dated September 15, 2015, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

JANUARY 12, 2016

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

A BILL

To affirm an agreement between the United States and Westlands Water District dated September 15, 2015, and for other purposes.

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

3 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

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

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

- Sec. 1. Short title; table of contents.
- Sec. 2. Definitions.
- Sec. 3. Approval of agreements.
- Sec. 4. Relief from drainage obligation.
- Sec. 5. Drainage implementation.

Sec. 6. Water delivery contracts.

Sec. 7. Repayment obligations.

Sec. 8. Transfer of title to certain facilities.

Sec. 9. Compliance with applicable law.

Sec. 10. No water supply or financial impacts on other Central Valley Project contractors.

Sec. 11. Restoration Fund payments by Westlands Water District.

1 **SEC. 2. DEFINITIONS.**

2 In this Act:

3 (1) **NORTHERLY DISTRICTS AGREEMENT.**—The
 4 term “Northerly Districts Agreement” means the
 5 Agreement among the United States, San Luis
 6 Water District, Panoche Water District, and
 7 Pacheco Water District.

8 (2) **PROJECT.**—The term “Project” means the
 9 Central Valley Project, owned by the United States
 10 and managed by the Department of the Interior,
 11 Bureau of Reclamation.

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

18 (4) **REPAYMENT CONTRACT.**—The term “repay-
 19 ment contract” means the repayment contract con-
 20 verted under section 6(a).

21 (5) **SAN LUIS ACT.**—The term “San Luis Act”
 22 means the Act of June 3, 1960 (Public Law 86–

1 488), and all Acts amendatory thereof and supple-
2 mentary thereto.

3 (6) SAN LUIS UNIT.—The term “San Luis
4 Unit” means those lands identified in section 1 of
5 the San Luis Act.

6 (7) SAN LUIS UNIT CONTRACTORS.—The term
7 “San Luis Unit Contractors” means Westlands
8 Water District (including Broadview Water District
9 lands annexed within Westlands Water District),
10 San Luis Water District, Panoche Water District,
11 and Pacheco Water District.

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

14 (9) WESTLANDS AGREEMENT.—The term
15 “Westlands Agreement” means the “Agreement be-
16 tween the United States and Westlands Water Dis-
17 trict” to settle litigation concerning the United
18 States duty to provide drainage service, entered Sep-
19 tember 15, 2015.

20 **SEC. 3. APPROVAL OF AGREEMENTS.**

21 Notwithstanding any other provision of law, unless
22 otherwise specified herein, the Secretary is hereby directed
23 to implement the terms and conditions of the Westlands
24 Agreement and the Northerly Districts Agreement.

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

2 The San Luis Act is amended as follows:

3 (1) In the first section—

4 (A) in the second sentence, by striking
5 “distribution systems, drains,”; and

6 (B) in the sixth sentence—

7 (i) by striking “the Secretary has (1)”
8 and inserting “the Secretary has”; and

9 (ii) by striking “, and (2) received”
10 and all that follows through “December,
11 17, 1956”.

12 (2) In section 5, by striking the first sentence
13 and inserting “Notwithstanding any other provision
14 of law, the Secretary of the Interior shall have no
15 duty to provide drainage or drainage service to the
16 San Luis Unit. Each contractor within the San Luis
17 Unit that receives water for the purpose of irrigation
18 shall be responsible for the management of drainage
19 water within its boundaries, in accordance with Fed-
20 eral and California law consistent with the
21 Westlands Agreement and Northerly District Agree-
22 ment respectively.”.

23 (3) In section 8—

24 (A) in the first sentence, by striking “other
25 than distribution systems and drains,”; and

26 (B) in the third sentence—

- 1 (i) by striking “(a) for construction”
2 and all that follows through “and (b)”;
3 and
4 (ii) by striking “: *Provided*” and all
5 that follows through “such works are
6 placed in service”.

7 **SEC. 5. DRAINAGE IMPLEMENTATION.**

8 (a) IN GENERAL.—The Westlands Water District
9 shall assume all legal responsibility for the management
10 of drainage water within its boundaries in accordance with
11 Federal and California law, and in accordance with the
12 Westlands Agreement.

13 (b) DRAIN WATER.—Westlands Water District shall
14 not discharge drain water outside of its boundaries.

15 **SEC. 6. WATER DELIVERY CONTRACTS.**

16 (a) CONTRACT CONVERSION.—The Secretary shall
17 convert the Westlands Water District existing long-term
18 or interim renewal water service contract entered into
19 under section 9(e) of the Act of August 4, 1939 (53 Stat.
20 1196), to a repayment contract under section 9(d) and
21 9(c)(1) of the Act of August 4, 1939 (53 Stat. 1195,
22 1194), consistent with the Westlands Agreement.

23 (b) ALLOCATION DECISIONS.—

24 (1) IN GENERAL.—Notwithstanding subsection

25 (a) and as provided in the Westlands Agreement, the

1 Secretary shall make allocation decisions in the
2 Project consistent with the requirements of Federal
3 law (including the Endangered Species Act of 1973
4 and reclamation law) and applicable California State
5 Water Resources Control Board requirements.

6 (2) CONVERSION OF CONTRACT.—Conversion of
7 Westlands Water District’s contract pursuant to
8 subsection (a) shall not afford Westlands Water Dis-
9 trict greater or lesser rights to an annual allocation
10 of Project Water than Westlands Water District had
11 before that conversion.

12 (3) LIMITATION ON LIABILITY.—No liability
13 shall accrue against the United States or any of its
14 officers, agents, or employees for any damage, direct
15 or indirect, arising from a condition of shortage in
16 the amount of water available for delivery to the San
17 Luis Unit Contractors caused by—

18 (A) errors in physical operations of the
19 Project;

20 (B) physical causes beyond the control of
21 the Contracting Officer, including drought; or

22 (C) actions taken by the Contracting Offi-
23 cer to meet legal obligations.

24 (c) WATER SERVICE CONTRACT FOR LEMOORE
25 NAVAL AIR STATION.—

1 (1) CONTRACT REQUIRED.—The Secretary shall
2 enter into a contract under section 9(e) of the Act
3 of August 4, 1939 (53 Stat. 1196), with the Sec-
4 retary of the Navy for the delivery of Project Water
5 to the Lemoore Naval Air Station to meet the irriga-
6 tion needs of Lemoore Naval Air Station associated
7 with air operations. The contract amount of Project
8 Water made available to the Lemoore Naval Air Sta-
9 tion under such contract shall be determined by the
10 Secretary through technical analysis with the
11 Lemoore Naval Air Station.

12 (2) CONDITION OF SHORTAGE.—In any year in
13 which there may occur a condition of shortage in the
14 amount of water available for delivery, the Con-
15 tracting Officer shall allocate the available Project
16 Water amount to Lemoore Naval Air Station in ac-
17 cordance with the allocation steps for municipal and
18 industrial water service contractors under the Cen-
19 tral Valley Project Municipal and Industrial Water
20 Shortage Policy (as in effect on the effective date of
21 the repayment contract). For purposes of deter-
22 mining “historical use” under the policy, past water
23 use for irrigation needs by the Lemoore Naval Air
24 Station under the contract authorized by this section

1 or such use previous to the contract may be consid-
2 ered.

3 **SEC. 7. REPAYMENT OBLIGATIONS.**

4 (a) **SUSPENSION OF CAPITAL OBLIGATION.**—
5 Westlands Water District's capital repayment obligation
6 and payments under its water service contracts and the
7 April 1, 1965, repayment contract between the United
8 States and Westlands Water District (contract numbered
9 14-06-200-2020-A) as further defined in subsection (b),
10 is suspended until the execution of the repayment con-
11 tract. Upon execution of that repayment contract,
12 Westlands Water District shall receive a credit against fu-
13 ture operation and maintenance costs payable to the
14 United States in the amount of the capital costs under
15 the water service contracts and the 1965 Repayment Con-
16 tract paid by Westlands Water District between the date
17 of the Westlands Agreement and the date of the enact-
18 ment of this Act. Costs incurred by the United States for
19 reevaluating, planning, or providing drainage service to
20 Westlands Water District shall be nonreimbursable, as set
21 forth in paragraph (9)(C)(iv) of the Westlands Agreement.

22 (b) **RELIEF OF CAPITAL REPAYMENT OBLIGA-**
23 **TIONS.**—Upon the date of execution of the repayment con-
24 tract, and as set forth in the Westlands Agreement, the
25 following shall take effect:

1 (1) IN GENERAL.—Westlands Water District
2 shall be relieved of—

3 (A) its capital repayment obligations under
4 the June 5, 1963, water service contract be-
5 tween the United States and Westlands Water
6 District (contract number 14–06–200–495–A)
7 providing for water service, or any renewals
8 thereof, and any water service contracts as-
9 signed to Westlands Water District, Westlands
10 Distribution District No. 1, and Westlands Dis-
11 tribution District No. 2 existing as of the date
12 of the execution of the Westlands Agreement;
13 and

14 (B) any remaining repayment obligation
15 under the April 1, 1965, repayment contract
16 between the United States and Westlands
17 Water District (contract numbered 14–06–200–
18 2020–A).

19 (2) LIMITATION ON RELIEF.—Repayment relief
20 granted in paragraph (1) shall not extend to—

21 (A) Westlands Water District’s operation
22 and maintenance obligations, whether payable
23 to the United States or to an Operating Non-
24 Federal Entity;

1 (B) construction costs or other capitalized
2 costs not yet allocated to or incurred by
3 Westlands Water District as of the date of the
4 Westlands Agreement, including costs attrib-
5 utable to the Folsom Safety of Dams modifica-
6 tions, the B.F. Sisk corrective action study, or
7 any Safety of Dams; or

8 (C) the repayment of future capital costs
9 incurred after the date of execution of the
10 Westlands Agreement.

11 (c) REPAYMENT OF COSTS.—Central Valley Project
12 construction costs or other capitalized costs allocated to
13 Westlands Water District after the date of the Westlands
14 Agreement, and properly assignable to Westlands Water
15 District, shall be repaid in not more than 5 years after
16 notification of the allocation of such amount of less than
17 \$5,000,000. If such amount is \$5,000,000 or greater, such
18 cost shall be repaid as provided by applicable reclamation
19 law. Any additional costs that may have been assigned to
20 Westlands Water District pursuant to paragraph
21 (9)(C)(iv) of the Westlands Agreement related to the Cen-
22 tral Valley Project final cost allocation shall be nonreim-
23 bursable.

24 (d) APPLICABILITY OF CERTAIN PROVISIONS.—

1 (1) RECLAMATION REFORM ACT.—Upon dis-
2 charge of the capital repayment obligation as pro-
3 vided in subsection (b), the provisions of section 213
4 (a) and (b) of the Reclamation Reform Act of 1982
5 (96 Stat. 1269) shall be deemed to apply to lands
6 in Westlands Water District, and the ownership and
7 full cost pricing limitations in any provision of Fed-
8 eral reclamation law shall not apply to lands in the
9 District notwithstanding the subsequent allocation of
10 construction costs or other capitalized costs to the
11 District. These exemptions shall be carried out in
12 accordance with the process set forth in the
13 Westlands Agreement.

14 (2) OTHER PROVISIONS.—Nothing in this Act is
15 intended to relieve the San Luis Unit Contractors of
16 any other obligations under reclamation law includ-
17 ing Restoration Fund charges pursuant to section
18 3407(d) of Public Law 102–575.

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

20 (a) IN GENERAL.—Upon the execution of the repay-
21 ment contract, or as soon thereafter as practicable, the
22 Secretary shall transfer to Westlands Water District title
23 to the following:

1 (1) San Luis Canal System, excluding the main
2 canal that is integrated with the California Aque-
3 duct. These appurtenant features include—

4 (A) internal water distribution system
5 within Westlands, including approximately
6 1,045 miles of buried pipeline;

7 (B) pumping plants within Westlands, in-
8 cluding—

9 (i) San Luis Canal Left and Right
10 Bank pumping plants;

11 (ii) Pumping Plants P1 through P38
12 located at the head end of the gravity
13 laterals to supply the head required for the
14 “P” laterals;

15 (iii) Pumping Plants, tanks, res-
16 ervoires, relift pumping plants to serve
17 lands west of the San Luis Canal; and

18 (iv) Pumping Plant 7.05 off Lateral
19 7; and

20 (C) related structures, appurtenances,
21 pumping plants, pumps, motors, meters, valves,
22 tanks, transformers, and electrical equipment
23 as specifically identified through the title trans-
24 fer process of federally owned facilities, equip-
25 ment, and real property.

1 (2) Mendota Pool diversion facilities operated
2 by Westlands Water District System, including the
3 following:

4 (A) Inlet Canal from the Fresno Slough.

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

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

12 (3) Pleasant Valley System, including the fol-
13 lowing:

14 (A) Intake canal and pipeline.

15 (B) Pleasant Valley Pumping Plant.

16 (C) Coalinga Canal, including related
17 check structures, turnouts, and headworks.

18 (D) Pleasant Valley distribution system
19 and pumping plants along the Coalinga Canal.

20 (E) Related structures, appurtenances,
21 pumps, motors, meters, valves, tanks, trans-
22 formers, and electrical equipment as specifically
23 identified through the title transfer process of
24 federally owned facilities, equipment, and real
25 property.

1 (4) Drainage collection system, including the
2 following:

3 (A) Carrier and collector pipelines, sumps,
4 and sump pumps.

5 (B) San Luis Drain from Sta 6678+45 to
6 Sta 8520+22.87. (Crossing with DMC to La-
7 guna Ave. crossing.)

8 (C) Related structures, appurtenances,
9 pumps, motors, meters, valves, tanks, trans-
10 formers, and electrical equipment as specifically
11 identified through the title transfer process of
12 federally owned facilities, equipment, and real
13 property.

14 (5) Tranquillity Field Office, including the fol-
15 lowing:

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

18 (B) All related fixtures and furnishings as
19 specifically identified through the title transfer
20 process of federally owned facilities, equipment,
21 and real property.

22 (6) Huron field office, including the following:

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

1 (B) All related fixtures and furnishings as
2 specifically identified through the title transfer
3 process of federally owned facilities, equipment,
4 and real property.

5 (7) All real property interests held by the
6 United States in lands underlying or otherwise asso-
7 ciated with the facilities and equipment listed in this
8 subsection (a), including all fee title, easements, and
9 rights of way.

10 (b) PAYMENT OF COSTS.—Except as specifically pro-
11 vided in this Act, any transfer of title to the Pleasant Val-
12 ley Pumping Plant, the Coalinga Canal, and any associ-
13 ated facilities shall not relieve any other Project Water
14 service or repayment contractor of the requirement to pay
15 any allocated costs associated with those conveyance or
16 pumping facilities that are properly allocated to those con-
17 tractors under existing law and Project ratesetting poli-
18 cies.

19 (c) LIABILITY ON TRANSFER OF TITLE.—Upon
20 transfer of title to any facilities pursuant to subsection
21 (a), Westlands Water District shall, as a condition to such
22 transfer, formally agree as of the date of transfer to—

23 (1) hold the United States harmless and indem-
24 nify the United States for any and all claims, cost,
25 damages, and judgments of any kind arising out of

1 any act, omission, or occurrence relating to the
2 transferred facilities, except for such claims, costs,
3 damages arising from acts of negligence committed
4 by the United States or by its employees, agents, or
5 contractors, prior to the date of title transfer, for
6 which the United States is found liable under the
7 Federal Tort Claims Act; and

8 (2) assume full responsibility for correcting and
9 financing any repairs or deficiencies that may exist
10 at the time of or following title transfer.

11 (d) COMPLIANCE.—The Secretary and Westlands
12 Water District shall comply with all applicable require-
13 ments under Federal and California law before title to a
14 facility is transferred pursuant to this section.

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

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

1 **SEC. 10. NO WATER SUPPLY OR FINANCIAL IMPACTS ON**
2 **OTHER CENTRAL VALLEY PROJECT CON-**
3 **TRACTORS.**

4 Implementation of this Act and the Agreements au-
5 thorized thereunder shall not—

6 (1) result in the involuntary reduction in the
7 contract water allocation to any Central Valley
8 Project long-term water service, repayment, settle-
9 ment, exchange, or refuge contractor, including con-
10 tractors in the Friant Division of the Central Valley
11 Project;

12 (2) modify, amend or affect any of the rights
13 and obligations of the parties to any Central Valley
14 Project long-term water service, repayment, settle-
15 ment, exchange, or refuge contract, including con-
16 tracts in the Friant Division of the Central Valley
17 Project;

18 (3) alter the repayment obligation of any long-
19 term water service, repayment, or settlement con-
20 tractor receiving water or power from the Central
21 Valley Project, or shift any costs to other such con-
22 tractors that would otherwise have been properly as-
23 signable to San Luis Unit Contractors under this
24 Act, including operations and maintenance costs,
25 construction costs, or other capitalized costs allo-

1 cated to San Luis Unit Contractors after the date
2 of the enactment of this Act;

3 (4) impair the ability of the United States to
4 implement paragraph 16 (The Water Management
5 Goal) of the Stipulation of Settlement entered by the
6 parties to Natural Resources Defense Council, et al.
7 v. Rogers, et al. (Case NO CIV S-88-1658 (LKK/
8 GGH) E.D.Cal.), dated September 13, 2006, as au-
9 thORIZED to be implemented by title X of Public Law
10 111-11; or

11 (5) diminish, impair, or otherwise affect in any
12 manner any priorities for the allocation, delivery, or
13 use of water under applicable law, including any
14 purposes of use and priorities established by sections
15 3402 and 3406 of the Central Valley Project Im-
16 provement Act (Public Law 102-575; 106 Stat.
17 4706).

18 **SEC. 11. RESTORATION FUND PAYMENTS BY WESTLANDS**

19 **WATER DISTRICT.**

20 For the purpose of avoiding a shift of Central Valley
21 Project Restoration Fund payments from Westlands
22 Water District to Central Valley Project preference power
23 contractors, for any year in which the allocation of water
24 for south-of-Delta Central Valley Project long-term water
25 service contractors or repayment contractors is greater

1 than 75 percent, the Secretary shall calculate for
2 Westlands Water District a per acre foot Restoration
3 Fund payment based on a projection that Westlands
4 Water District would take delivery of the allocation made
5 to south-of-Delta Central Valley Project long-term water
6 service contractors or repayment contractors.

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