

AMENDMENT TO H.R. 1769
OFFERED BY MR. COSTA OF CALIFORNIA

Page 2, before line 1, insert “**SEC. 12. FINANCIAL ASSISTANCE TO SAN LUIS WATER DISTRICT**”.

Page 3, strike lines 11 through 13 and insert the following:

1 (6) REPAYMENT CONTRACT.—The term “repay-
2 ment contract” means the repayment contracts con-
3 verted under section 6(a).

4 (7) SAN LUIS.—The term “San Luis” means
5 the San Luis Water District located in Merced and
6 Fresno Counties, California.

Page 3, line 14, strike “(7)” and insert “(8)”.

Page 3, line 21, insert the following:

7 (9) SAN LUIS AGREEMENT.—The term “San
8 Luis Agreement” means the Agreement dated April
9 25, 2017 between the Secretary of the Interior and
10 San Luis.

Page 3, line 18, strike “(8)” and insert “(10)”.

Page 3, line 21, strike “(9)” and insert “(11)”.

Page 3, line 23, strike “(10)” and insert “(12)”.

Page 4, line 3, strike “(11)” and insert “(14)”.

Page 4, line 12, strike “Agreement” and insert “Agreement and the San Luis Agreement”.

Page 4, line 18, strike “Westlands, and” and insert “the Westlands Water District or San Luis Water District, and”.

Page 4, line 23, strike “Westlands” and insert “the Westlands Water District or lands within the San Luis Water District”.

Page 5, strike lines 3 through 8 and insert the following: “the Westlands Water District or the San Luis Water District. The Westlands Water District shall be responsible for the management of drainage water within its boundaries, in accordance with Federal and California law consistent with the ‘Agreement between the United States and Westlands Water District August 2015’, signed September 15, 2015. The San Luis Water District shall be responsible for the management of drainage water within its boundaries, in accordance with Federal and California law consistent with the Agreement dated April 25, 2017 between the Secretary and the San Luis Water District.”.

Page 5, strike lines 18 through 23 and insert the following: “Upon enactment of this Act, and as provided in the Westlands Agreement and the San Luis Agreement, Westlands shall assume all legal responsibility for the management of drainage water within its boundaries in accordance with Federal and California law, provided that Westlands shall not discharge water outside of its boundaries, and San Luis shall assume all legal responsibility for the management of drainage water within its boundaries in accordance with Federal and California law.”.

Page 6, line 8, strike “Agreement.” and insert the following: “Agreement. The Secretary is further directed to convert San Luis’ existing long-term or interim renewal water service contract entered into under section 9(e) of the Act of August 4, 1939 (53 Stat. 1196) to a repayment contract under sections 9(d) and 9(e)(1) of 7 the Act of August 4, 1939 (53 Stat. 1195, 1194), consistent with the San Luis Agreement.”.

Page 6, line 11, strike “Westlands Agreement” and insert “Westlands Agreement and the San Luis Agreement”.

Page 6, line 13, strike “Westlands” and insert “Westlands and San Luis”.

Page 6, strike lines 21 through 25 and insert the following:

1 (2) Conversion of Westlands' contracts as pro-
2 vided in subsection (a) shall not afford Westlands a
3 greater or lesser right to an annual allocation of
4 Project Water than it had prior to the conversion of
5 its contract under this Act. Conversion of San Luis'
6 contract as provided in subsection (a) shall not af-
7 ford San Luis a greater or lesser right to an annual
8 allocation of Project Water than it had prior to the
9 conversion of its contract under this Act.

Page 7, line 2, strike "Westlands" and insert "Westlands or San Luis".

Page 8, line 18, strike everything after "OF" and insert "WESTLANDS' CAPITAL OBLIGATION.—Upon".

Page 9, before line 8, insert the following:

10 (b) SUSPENSION OF SAN LUIS' CAPITAL OBLIGA-
11 TION.—Upon enactment of this Act, the San Luis' capital
12 repayment obligation and payments under its existing
13 water service contract shall be suspended until the execu-
14 tion of the 9(d) repayment contract referenced in section
15 6, and upon execution of the 9(d) repayment contract, San
16 Luis shall receive a credit against future operation and
17 maintenance costs payable to the United States in the

1 amount of the capital costs under the existing water serv-
2 ice contract paid by San Luis between the date of the San
3 Luis Agreement and the date of enactment of this Act.

Page 9, line 8, strike “(b)” and insert “(c)”.

Page 9, line 10, strike “Westlands” and insert
“Westlands or San Luis”.

Page 9, line 11, strike the period and insert “and
paragraph 6 of the San Luis Agreement.”

Page 9, line 12, strike “(c)” and insert “(d)”.

Page 9, line 15, strike “contracts” and insert “con-
tracts with Westlands”.

Page 10, after line 7, insert the following:

4 (2) Upon the date of execution of the 9(d) re-
5 payment contract with San Luis referenced in sec-
6 tion 6(a) and as set forth in the San Luis Agree-
7 ment, San Luis shall be relieved of its capital repay-
8 ment obligations under its long-term or interim re-
9 newal water service contract or any renewals or con-
10 versions thereof (contract number 14-06-200-
11 7773A-IR5) existing as of the date of execution of
12 the San Luis Agreement.

Page 10, strike lines 8 through 9, and insert the following:

1 (3) Repayment relief granted in paragraph (1)
2 shall not extend to Westlands' operation and

Page 10, after line 20, insert the following:

3 (4) Repayment relief granted in paragraph (2)
4 shall not extend to San Luis' operation and maintenance obligations, whether payable to the United
5 States or to an operating non-Federal entity, or to
6 construction costs or other capitalized costs not yet
7 allocated to or incurred by San Luis as of the date
8 of the San Luis Agreement, respectively, including,
9 but not limited to costs attributable to the Folsom
10 Safety of Dams modifications, or the B.F. Sisk corrective action study, or any Safety of Dams or to the
11 repayment of future capital costs incurred after the
12 date of execution of the San Luis Agreement.
13
14

Page 10, line 21, strike "(3)" and insert "(5)".

Page 11, line 8, insert the following after "able."
"Central Valley Project construction costs or other capitalized costs allocated to San Luis after the date of the San Luis Agreement shall be repaid as provided by applicable Reclamation law. Any additional costs that may have been assigned to San Luis pursuant to paragraph

6 of the San Luis Agreement related to the Central Valley Project final cost allocation shall be non-reimbursable.”

Page 11, line 9, strike “(d)” and insert “(e)”.

Page 11, strike lines 10 through 12, and insert the following:

1 (1) RECLAMATION REFORM ACT IN
2 WESTLANDS.—Upon discharge of Westlands’ capital
3 repayment obligation as provided in subsection (d),
4 the provisions of section

Page 11, after line 22 insert the following:

5 (2) RECLAMATION REFORM ACT IN SAN LUIS.—
6 Upon discharge of San Luis’ capital repayment obli-
7 gation as provided in subsection (d), the provisions
8 of section 213(a) and (b) of the Reclamation Reform
9 Act of 1982 (96 Stat. 1269) shall be deemed to
10 apply to lands in San Luis, and the ownership and
11 full cost pricing limitations in any provision of Fed-
12 eral reclamation law shall not apply to lands in San
13 Luis notwithstanding the subsequent allocation of
14 construction costs or other capitalized costs to San
15 Luis. These exemptions shall be carried out in ac-
16 cordance with the process set forth in the San Luis
17 Agreement

Page 11, strike lines 23 through 25 and insert the following:

1 (3) OTHER PROVISIONS.—Nothing in this Act is
2 intended to relieve Westlands or San Luis of any
3 other obligations under Reclamation law including
4 Restoration

Page 12, strike lines 4 through 6 and insert the following:

5 (a) TRANSFER TO WESTLANDS.—Upon the execution
6 of the section 9(d) repayment contract with Westlands, or
7 as soon thereafter as practicable, the Secretary shall
8 transfer to Westlands title to:

Page 15, insert after line 7 the following:

9 (b) TRANSFER TO SAN LUIS.—Upon the execution
10 of the section 9(d) repayment contract with San Luis, or
11 as soon thereafter as practicable, the Secretary shall
12 transfer to San Luis title to—

13 (1) all facilities owned by the United States
14 that are within and operated by San Luis, including
15 but not limited to—

16 (A) all water conveyance and lateral sys-
17 tems, and other related works for the fur-
18 nishing of water and all lands and interest in
19 lands, any buildings, equipment and machinery

1 necessary for the operation and maintenance of
2 the water delivery facilities, pumping plants,
3 turnouts, including but not limited to San Luis
4 pumping plants appurtenant to the Delta-
5 Mendota Canal and the San Luis Canal, solely
6 utilized by San Luis, located at miles posts—

- 7 (i) D87.48R – Kaljian PP;
8 (ii) S075.49R – PP6, PP7;
9 (iii) S079.39R – PP8, PP9;
10 (iv) S082.10R – PP10, PP11;
11 (v) S092.16R (A-D) - PP3, Fittje,
12 PP4, PP5; and
13 (vi) S101.70R – PP16, PP17; and

14 (B) related structures, appurtenances,
15 pumping plants, pumps, pipelines, motors, me-
16 ters, valves, tanks, transformers and electrical
17 equipment as specifically identified through the
18 title transfer process of federally owned facili-
19 ties, equipment, and real property associated
20 with this subsection (1).

21 (2) all real property interests held by the
22 United States in lands underlying or otherwise asso-
23 ciated with the facilities and equipment listed in this
24 subsection (b), including all fee title, easements, and
25 rights of way.

Page 15, line 8, strike “(b)” and insert “(c)”.

Page 15, strike lines 17 through 18 and insert the following:

1 (d) **CONDITION OF TRANSFER.**—Upon transfer of
2 title to any facilities pursuant to this section, the trans-
3 feree

Page 16, strike “(d)” and insert “(e)”.

Page 16, strike lines 12 through 15 and insert the following: “Reclamation policies and procedures. The Secretary, Westlands and San Luis shall comply with all applicable requirements under Federal and California law before title to a facility is transferred pursuant to this section.”.

Page 17, line 26, insert “or San Luis” after “Westlands”.

Page 18, line 3, insert “or San Luis” after “Westlands”.

Page 19, after line 3, insert the following:

4 **SEC. 12. FINANCIAL ASSISTANCE TO SAN LUIS WATER DIS-**
5 **TRICT.**

6 The Secretary is authorized to provide financial as-
7 sistance as specified in paragraph 7 of the San Luis

1 Agreement. \$13,000,000 in funds expended by the Sec-
2 retary pursuant to the San Luis Agreement shall be non-
3 reimbursable.

4 **SEC. 13. SAN LUIS DRAIN.**

5 The Secretary is authorized to develop, in consulta-
6 tion with Panoche Water District, Pacheco Water District,
7 San Luis Water District and districts adjacent to or seek-
8 ing future use of such portion of the San Luis Drain, a
9 plan for future use of the San Luis Drain from Milepost
10 105.72, Check 19 (near Russell Avenue) to Milepost 78.5
11 (Mud Slough).

