

BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF AGREEMENT)
 BETWEEN LINDSAY-STRATHMORE)
 IRRIGATION DISTRICT, STRATHMORE) Resolution No. 2018-0674
 PUBLIC UTILITY DISTRICT AND THE) Agreement No. 28779
 COUNTY OF TULARE FOR THE)
 TRANSFER AND CONVEYANCE OF)
 WATER)

UPON MOTION OF SUPERVISOR VANDER POEL, SECONDED BY SUPERVISOR ENNIS, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD AUGUST 14, 2018, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS CROCKER, VANDER POEL, SHUKLIAN, WORTHLEY, AND ENNIS
 NOES: NONE
 ABSTAIN: NONE
 ABSENT: NONE



ATTEST: MICHAEL C. SPATA
 COUNTY ADMINISTRATIVE OFFICER/
 CLERK, BOARD OF SUPERVISORS

BY: Mary Rokello
 Deputy Clerk

1. Approved an Agreement with the Lindsay-Strathmore Irrigation District and Strathmore Public Utility District, for the transfer and conveyance of water;
2. Authorized the Chairman to sign the Agreement; and
3. Authorized the Resource Management Agency and Dennis R. Keller to take necessary actions to comply with the provisions of the Agreement.



**RESOURCE
MANAGEMENT AGENCY
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

- KUYLER CROCKER
District One
- PETE VANDER POEL
District Two
- AMY SHUKLIAN
District Three
- J. STEVEN WORTHLEY
District Four
- MIKE ENNIS
District Five

AGENDA DATE: August 14, 2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
CONTACT PERSON: Celeste Perez		PHONE: (559) 624-7010		

SUBJECT: Agreement between Lindsay-Strathmore Irrigation District, Strathmore Public Utility District and the County of Tulare for the Transfer and Conveyance of Water

- REQUEST(S):**
- That the Board of Supervisors:
1. Approve an Agreement with the Lindsay-Strathmore Irrigation District and Strathmore Public Utility District, for the transfer and conveyance of water;
 2. Authorize the Chairman to sign the Agreement; and
 3. Authorize the Resource Management Agency and Dennis R. Keller to take necessary actions to comply with the provisions of the Agreement.

SUMMARY:

On February 6, 2018, the Board approved and authorized the Chairman to execute Interim Renewal Contract Number 14-06-200-8293A-IR17 with the United States Department of the Interior, Bureau of Reclamation (BOR) (Tulare County Agreement Number 28476). That contract allowed the County's Cross Valley Canal (CVC) subcontractors to participate in receiving any available contract water.

The Strathmore Public Utility District wishes to purchase up to 500 acre-feet of water from the Lindsay-Strathmore Irrigation District. The subject agreements provide for the necessary legal documentation of these transactions.

On November 10, 1975, the County of Tulare entered into a "Contract between the

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DATE: August 14, 2018

United States, State of California and the County of Tulare, providing for water service from the Central Valley Project.” This contract expired on December 31, 1995 and was initially extended for two months under an Amendatory Contract. Upon the expiration of the Amendatory Contract, the County entered into a series of interim renewal agreements, which extended water service from the Central Valley Project (CVP). The purpose of these agreements is to allow the County to receive CVP water, in its role as Cross Valley Canal Contractor, on behalf of County subcontractors. The County is intended to be a pass-through agency for these subcontractors. All costs and expenses associated with this water service are to be paid by the subcontractors based on their individual agreements with the County.

FISCAL IMPACT/FINANCING:

No Net County Cost.

All expenses for administration of the CVC contract incurred by County staff and consultant are received through the billing of the water charges to the subcontractors.

Payment will be made from the Strathmore Public Utility District directly to the Lindsay-Strathmore Irrigation District.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

Economic well-being. The approval of this agreement will promote economic development opportunities in the County.

ADMINISTRATIVE SIGN-OFF:



Sherman Dix
Assistant Director—Fiscal Services



Reed Schenke, P.E.
Director

cc: County Administrative Office

Attachment(s) Attachment A - Agreement

Attachment A

Agreement

AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the LINDSAY-STRATHMORE IRRIGATION DISTRICT, hereinafter called the Seller, and COUNTY OF TULARE, hereinafter called the Purchaser.

WITNESSETH:


THAT WHEREAS, the Purchaser desires, on behalf of Strathmore Public Utility District, to obtain from Seller, a portion of Seller's 2018-2019 water supply under its contract with the U.S. Bureau of Reclamation (USBR) for Central Valley Project water; and

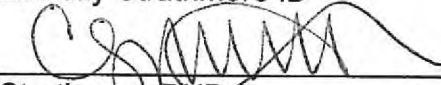
WHEREAS, the Seller desires to sell and deliver the same to Purchaser.

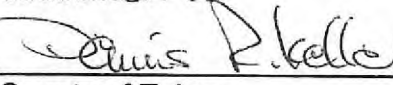
NOW, THEREFORE, the parties hereto agree as follows:

1. The Seller does hereby assign, transfer, sell and authorize the USBR to deliver to Purchaser from Seller's 2018-2019 supply, up to 500 acre-feet of water belonging to it to the Purchaser, for Strathmore PUD, to be delivered before February 28, 2019, as scheduled by Strathmore PUD.
2. Strathmore PUD agrees to pay the Seller directly for up to 500 acre-feet, payment to be made within 45 days of invoice receipt. In addition, Strathmore PUD agrees to pay all charges related to acquisition, delivery, pumping and administration and will hold harmless, defend and indemnify Tulare County from any cost or expenses claims, actions, damages or losses of any kind, including death, related to this transaction.
3. Delivery of water shall be out of Millerton Reservoir. Specific delivery dates shall be such as Strathmore PUD and the USBR may determine and agree upon except as otherwise herein specified or as may be mutually further agreed upon by Strathmore PUD, the USBR and the County.
4. This Agreement shall constitute an authorization of said USBR to deliver the amounts of water hereinabove agreed upon.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands the day and year first above written.

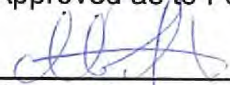
By: 
Lindsay-Strathmore ID

By: 
Strathmore PUD

By: 
County of Tulare

By: _____
Chairman, Board of Supervisors
Tulare County

Approved as to Form:

By:  20181235
Deputy County Counsel 7/30/18

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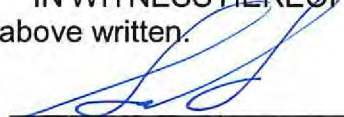
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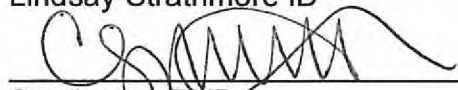
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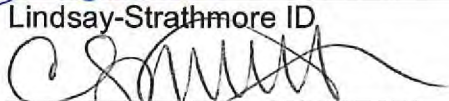
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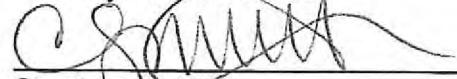
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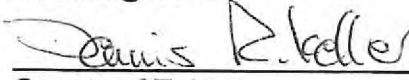
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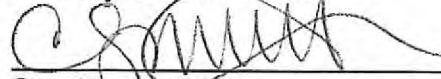
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