BOARD OF SUPERVISORS



Resource Management Agency **COUNTY OF TULARE AGENDA ITEM**

KUYLER CROCKER

District One

PETE VANDER POEL District Two

> AMY SHUKLIAN District Three

EDDIE VALERO District Four

DENNIS TOWNSEND District Five

AGENDA DATE: July 9, 2019 – REVISED

Public Hearing Required	Yes		N/A	\boxtimes
Scheduled Public Hearing w/Clerk	Yes		N/A	\boxtimes
Published Notice Required	Yes		N/A	\boxtimes
Advertised Published Notice	Yes		N/A	\boxtimes
Meet & Confer Required	Yes		N/A	\boxtimes
Electronic file(s) has been sent	Yes	\boxtimes	N/A	
Budget Transfer (Aud 308) attached	Yes		N/A	\boxtimes
Personnel Resolution attached	Yes		N/A	\boxtimes
Agreements are attached and signature line	for Ch	airman is	mark	ed with
tab(s)/flag(s)	Yes	\boxtimes	N/A	
CONTACT PERSON: Celeste Perez PHO	NE: (55	59) 624-70	10	

SUBJECT:

Authorize the Chairman to sign a retroactive Letter of Agreement between the U.S. Bureau of Reclamation and the County of Tulare regarding Cross Valley Canal boundaries

REQUEST(S):

That the Board of Supervisors:

- 1. Approve a Letter of Agreement with the U.S. Bureau of Reclamation to review and approve the expansion of lands incorporated into the Alpaugh Irrigation District, a Cross Valley Canal subcontractor, per Article 33 of our Contract, retroactive to April 30, 2019. It was impractical for the Board to take action prior to April 30, 2019 as it was not received by County staff until May 6, 2019;
- 2. Find that the Board had the authority to enter into the Letter of Agreement as of April 30, 2019 and that it was in the County's best interest to enter into the agreement on that date;
- 3. Authorize the Chairman to sign the Letter of Agreement.

SUMMARY:

On November 10, 1975, the County of Tulare entered into a contract between the United States, the State of California, and the County of Tulare, providing for water service from the Central Valley Project (Contract). The original contract expired on December 31, 1995, and has been extended through a series of interim renewal agreements, most recently Bureau of Reclamation Interim Renewal Contract No. 14-06-200-8293A-IR17 (IR17). IR17 extended the original terms of the agreement through February 29, 2020. The purpose of the Contract is to allow the County to **SUBJECT**: Authorize the Chairman to sign a retroactive Letter of Agreement between

the U.S. Bureau of Reclamation and the County of Tulare regarding Cross

Valley Canal boundaries

DATE: July 9, 2019

receive Central Valley Project (CVP) water, in its role as Cross Valley Canal (CVC) Contractor, on behalf of County subcontractors. The County is a pass-through agency for these subcontractors.

Alpaugh Irrigation District (AID) has been a subcontractor of the County since 1979. In March of 2017, AID was successful in annexing 1,774 acres into its boundaries. Under article 33 of the Contract, changes in a CVP Contractor's boundaries must receive written consent from the Bureau of Reclamation. The changes to AID's boundaries will effectively change the County's CVP boundaries. The Bureau has expressed an intention to approve the Alpaugh boundary change for CVP purposes, provided the County pay for an analysis and approval by the Bureau's review team. The review team analysis will determine whether the annexation is likely to (1) result in the use of project water contrary to the terms of the Contract; (2) impair the ability of the County to pay for the project water furnished under the Contract or to pay for any Federally-constructed facilities for which the County is responsible; and (3) have an impact on any proper water rights applications, permits or licenses.

Pursuant to the County's contract with AID, AID is responsible for covering its costs to the County, including administrative costs and costs incurred to comply with the master Contract.

The terms of the approval and analysis are outlined in a Letter of Agreement (LOA) 19-LC-20-2547, which includes a request for a \$10,000 deposit. Upon approval by the Board, Resource Management Agency staff (RMA) will invoice AID for the deposit amount. Once the deposit amount is received the RMA Director will send the LOA and submit the funds to the Bureau.

The Letter of Agreement is retroactive due to the Letter containing the provision that its effective date is April 30, 2019. However, the Letter of Agreement was not received by RMA until after April 30, 2019.

FISCAL IMPACT/FINANCING:

There is No Net County Cost to the General Fund.

All expenses for administration of the CVC contract incurred by County staff and consultants, are recouped through the billing of the water and operations charges to the subcontractors.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

Economic well-being. Water supplies are essential to the economic well-being of the County. The approval of this agreement will promote economic development opportunities in the County.

SUBJECT:

Authorize the Chairman to sign a retroactive Letter of Agreement between

the U.S. Bureau of Reclamation and the County of Tulare regarding Cross

Valley Canal boundaries

DATE:

July 9, 2019

ADMINISTRATIVE SIGN-OFF:

Sherman Dix

Assistant Director—Fiscal Services

FOR R

Reed Schenke, P.E.

Director

CC:

County Administrative Office

Attachment(s)

Attachment A – Letter of Agreement 19-LC-20-2547

Attachment B - LAFCO Case No. 1529a, AID Annexation 16-01

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

IN THE MATTER OF AUTHORIZE THE CHAIRMAN TO SIGN A RETROACTILETTER OF AGREEMENT BETWEE U.S. BUREAU OF RECLAMATION A THE COUNTY OF TULARE REGARD CROSS VALLEY CANAL BOUNDAR	NTHE) Agreement NoNTHE) ND) DING)
UPON MOTION OF SUPERVIS	OR, SECONDED BY
SUPERVISOR, THE FC	DLLOWING WAS ADOPTED BY THE BOARD OF
SUPERVISORS, AT AN OFFICIAL	MEETING HELD JULY 9, 2019, BY THE
FOLLOWING VOTE:	
AYES: NOES: ABSTAIN: ABSENT:	
ATTEST:	JASON T. BRITT COUNTY ADMINISTRATIVE OFFICER/ CLERK, BOARD OF SUPERVISORS
BY:	Deputy Clerk
* * * * *	* * * * * * * * * * * *

- Approved a Letter of Agreement with the U.S. Bureau of Reclamation to review and approve the expansion of lands incorporated into the Alpaugh Irrigation District, a Cross Valley Canal subcontractor, per Article 33 of our Contract, retroactive to April 30, 2019. It was impractical for the Board to take action prior to April 30, 2019 as it was not received by County staff until May 6, 2019;
- 2. Found that the Board had the authority to enter into the Letter of Agreement as of April 30, 2019 and that it was in the County's best interest to enter into the agreement on that date;
- 3. Authorized the Chairman to sign the Letter of Agreement

Attachment "A"

Letter of Agreement 19-LC-20-2547



United States Department of the Interior

BUREAU OF RECLAMATION
Mid-Pacific Region
South-Central California Area Office
1243 N Street
Fresno, California 93721-1813

Letter of Agreement 19-LC-20-2547

MAY 0 6 2019

SCC-446 2.2.4.23 Alpaugh ID Inclusion

Mr. Sherman Dix Assistant Director County of Tulare 5961 South Mooney Boulevard Visalia, CA 93277

Subject: Letter of Agreement (Agreement) for Expenditures Associated with Contract Number

14-06-200-8293A-IR17 (Contract) – Article 33 "Changes in Contractor's or Subcontractor's

Boundaries" Delta Division, Central Valley Project, California

Dear Mr. Dix:

The subject Contract Article 33 allows that "no change may be made in the Contractor's boundaries or, if applicable, Subcontractor's boundaries, by inclusion or exclusion of lands, dissolution, consolidation, merger or otherwise, except upon the Contracting Officer's written consent." Therefore, this Agreement describes the terms and conditions whereby the County of Tulare (County) agrees to pay the costs that the Bureau of Reclamation (Reclamation) incurs reviewing and/or processing requests for inclusions of land into Alpaugh Irrigation District, a sub-contractor of the County, in accordance with Article 33 of the Contract.

Reclamation's review team may consist of but is not limited to staff from the following disciplines: Environmental, Biology, Contracts, GIS, Water Rights, Water Conservation, and Operations.

The environmental documentation, which is a primary component of the process, must comply with both the National Environmental Policy Act and the Endangered Species Act. Reclamation and the County shall cooperate to ensure that this project fully complies with all other applicable Federal and State laws, rules, and regulations.

The activities associated with the Agreement may include but are not limited to a process which analyzes whether the proposed change has/is likely to: (1) result in the use of project water contrary to the terms of the Contract:, (2) impair the ability of the County to pay for the project water furnished under the Contract or to pay for any Federally-constructed facilities for which the County is responsible; and (3) have an impact on any proper water rights applications, permits, or licenses.

Based upon the foregoing, the PARTIES HEREBY AGREE:

- 1. COUNTY PAYMENT OBLIGATION: The County shall be responsible for advancing to Reclamation the estimated costs and ultimately paying in full, the actual costs incurred reviewing and/or processing the subject activity. Upon request by the County, Reclamation will provide an accounting of costs incurred.
- 2. **DEPOSIT:** The County will deposit with Reclamation an advance in the amount of Ten Thousand Dollars (\$10,000.00) which will be used to pay the costs incurred to pursue the activities described above. In the event Reclamation foresees expenditures in excess of the account balance, Reclamation shall notify the County of the need for additional deposits in excess

- 3. of the foregoing amount and if requested, provide a detailed itemization of anticipated expenditures, and the County shall pay the amount requested with thirty (30) days of the request.
- **4. REFUND:** Any unexpended funds advanced by the County pursuant to this Agreement remaining on deposit with Reclamation at the expiration or termination of this Agreement will be refunded.
- 5. **TERM:** This Agreement is effective April 30, 2019 and shall continue in effect until the date on which the final subject project is completed or the date on which this Agreement is terminated by either party after providing the other party with a thirty (30) day advance written notice. The County shall be responsible for all expenses incurred by Reclamation or other agencies, as needed, prior to the termination of this Agreement. Execution of this Agreement does not guarantee the approval of the proposed action.

If the County agrees with the above, please sign the two duplicate originals of this Agreement on the signature pages and retain one signed original for your records. Return one signed original to the above letterhead address, Attention: SCC-446.

In addition to providing one signed original Agreement to the address provided, please provide the initial deposit of \$10,000.00, referencing Agreement No. 19-LC-20-2547 on the accompanying paperwork.

If you have any questions about this Agreement, please contact me at (559) 262-0351, by email at gbushard@usbr.gov or for the hearing impaired at TDD (800) 877-8339.

Sincerely,

George Bushard Repayment Specialist

Leorge Bushard

IN DUPLICATE

On behalf of County of Tulare, I concur with the foregoin	g:
Authorizing Official Signature	Date
Authorizing Official Name (Print)	
Authorizing Official Title (Print)	

Attachment "B"

LAFCO Case No. 1529a, AID Annexation 16-01

Recording Requested by and Return to:

Tulare County LAFCO 210 N Church St., Ste B Visalia, CA 93291 (559)-623-0450



Recorded
Official Records
County of
Tulare
ROLAND P. HILL
Clerk Recorder

REC FEE

0.00

CONFORMED COPY 0.00

cs

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12:02PM 01-Dec-2017
CERTFICATE OF COMPLETION

Pursuant to Government Code §57200 - §57203, this Certificate of Completion is hereby

issued by the Executive Officer of the Tulare County Local Agency Formation

Commission, State of California.

1. Short Title: LAFCO Case No. 1529a, Alpaugh Irrigation District Annexation 16-01

2. Case Number: 1529a

3. Type of Change: Annexation

4. The name of each city or special district involved in this change and the type of change are as follows:

City/Special District: Alpaugh Irrigation District

- 5. The above listed special district is principally located in: Tulare County
- 6. The affected territory is uninhabited
- 7. A description of the boundaries of the above-cited reorganization is shown on the map and legal description attached to the accompanying resolution and by reference incorporated herein.
- 8. This reorganization has been approved subject to the following terms and conditions:
 - A.) The Certificate of Completion shall not be recorded until signed agreements between the property owners within Area 1 and AID are provided that specify the annexation is for only GSA related purposes
 - B.) The annexation of Area 1 is contingent upon the successful formation of the Alpaugh ID GSA. Alpaugh ID shall notify the Commission of the outcome of their GSA application. If the GSA is not successfully formed, Area 1 will cease to be part of Alpaugh ID.
 - C.) The Certificate of Completion shall not be recorded until the county surveyor's office has verified the accuracy of the map and legal description and any needed corrections are completed.
 - D.) The Certificate of Completion shall not be recorded until AID provides a copy of the financial mitigation agreement for the annexation between AID and the land owner of area 2.

9. The resolution ordering this reorganization without election was adopted on the 1st day of March 2017. Hereby certify that the above action is in compliance with Tulare County LAFCO Resolution Number 17-006 adopted on March 1, 2017.

Benjamin Giuliani, Executive Officer Tulare County Local Agency Formation Commission

Steven Ingoldsby, Staff Analyst

Date: 1/2/17

BEFORE THE LOCAL AGENCY FORMATION COMMISSION OF THE

COUNTY OF TULARE, STATE OF CALIFORNIA

n the Matter of the Proposed Annexation)	
To the Alpaugh Irrigation District (AID))	RESOLUTION NO. 17-006
_AFCO Case No. 1529a, AID Annexation 16-01)	

WHEREAS, application has been made to this Commission pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Sections 56000 et seq.) for approval of a proposal from the Alpaugh Irrigation District to annex certain territories described in attached Exhibit "A" made a part hereof; and

WHEREAS, this Commission has read and considered the Resolution of Application and application materials and the report and recommendations of the Executive Officer, all of which documents and materials are incorporated by reference herein; and

WHEREAS, on March 1, 2017 this Commission heard, received, and considered testimony, comments, recommendations and reports from all persons present and desiring to be heard concerning this matter.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED as follows:

1. The information, material and facts set forth in the application and the report of the Executive Officer (including any corrections), have been received and

considered in accordance with GC §56668. All of said information, materials, facts, reports and other evidence are incorporated by reference herein.

- The Alpaugh Irrigation District, as Lead Agency, filed a Notice of Exemption in compliance with the California Environmental Quality Act (CEQA) for Area
 Under the California Environmental Quality Act (CEQA) Sections 15306 and 15307, the proposal is considered exempt from CEQA review.
- 3. The Alpaugh Irrigation District, as Lead Agency, filed a Notice of Determination in compliance with the California Environmental Quality Act (CEQA) for Area 2. The Commission hereby finds that there is no substantial evidence that said annexation will have a significant effect on the environment, and certifies that the Commission has independently reviewed and considered the information contained in the Negative Declaration approved by Alpaugh ID for the proposed annexation in compliance with the California Environmental Quality Act of 1970, as amended, prior to taking action on said annexation. Accordingly, said Negative Declaration is hereby incorporated by reference herein.
- 4. The Commission has reviewed and considered, in accordance with GC §56668, the information, materials and facts presented by the following persons who appeared at the public hearing and commented on the proposal:

Dennis Keller, Keller & Wegler Engineering Matt Hurley, Deer Creek Storm Water District Christina Hernandez

- 5. All notices required by law have been given and all proceedings heretofore and now taken in this matter have been and now are in all respects as required by law.
- 6. Based upon the evidence and information on the record before it, the Commission makes the following findings of fact:
 - a. The boundaries of the proposed annexation are definite and certain and conform to lines of assessment.
 - b. Fewer than 12 registered voters reside in the affected territory and 100% landowner consent was not received.
- 7. Based upon the evidence and information on the record before it and the findings of fact made above, the Commission makes the following determinations:
 - a. The Alpaugh Irrigation District is capable of providing services to the areas proposed to be annexed.
 - b. The proposed annexation is compatible with the County's General Plan.
 - c. There is a demonstrated need for irrigation and sustainable groundwater management and the District provides a way of meeting this need.
 - d. The proposed annexation represents a logical and reasonable expansion of the annexing district.
 - e. The proposal is consistent with the findings and declarations of GC §56001.
- 8. Waive the protest hearing for this proposal in accordance with GC §56663 and order the change of organization without an election *(if written protests are not submitted by the close of the public hearing)* or Authorize the Executive Officer to conduct a protest hearing subsequent to these proceedings and to report to the

Commission the results of that hearing for action in accordance with GC §§57000-57120 (if written protests are not submitted by the close of the public hearing).

- 9. Approve the annexation as proposed by Alpaugh Irrigation District, to be known as LAFCO Case Number 1529a, Alpaugh Irrigation District, with the following conditions:
 - a. The Certificate of Completion shall not be recorded until signed agreements between the property owners within Area 1 and AID are provided that specify the annexation is for only GSA related purposes.
 - b. The annexation of Area 1 is contingent upon the successful formation of the Alpaugh ID GSA. Alpaugh ID shall notify the Commission of the outcome of their GSA application. If the GSA is not successfully formed, Area 1 will cease to be part of Alpaugh ID.
 - c. The Certificate of Completion shall not be recorded until the county surveyor's office has verified the accuracy of the map and legal description and any needed corrections are completed.
 - d. The Certificate of Completion shall not be recorded until AID provides a copy of the financial mitigation agreement for the annexation between AID and the land owner of area 2.
- 10. The following short form designation shall be used throughout these proceedings:

LAFCO Case No. 1529a, Alpaugh Irrigation District Annexation 16-01.

11. Authorize the Executive Officer to sign and file a Notice of Determination on behalf of the Commission with the Tulare County Clerk pursuant to Section 21152(a) of the Public Resources Code.

LAFCO RESOLUTION NO. 17-006 Page 5

The foregoing resolution was adopted upon motion of Commissioner Ennis, seconded by Commissioner Hamilton at a regular meeting held on this 1st day of March, 2017 by the following vote:

AYES: Vander Poel, Allen, Hamilton, Ennis (A), Jones (A)

NOES:

ABSTAIN:

PRESENT:

ABSENT: Mendoza, Worthley, Mederos (A)

si

AREA 1 ANNEXATION LEGAL DESCRIPTION ANNEXATION 2016-1 ALPAUGH IRRIGATION DISTRICT

Those portions of Section 35, Township 22 South, Range 23 East, Section 2, Township 23 South, Range 23 East, Section 11, Township 23 South, Range 23 East, Section 12, Township 23 South, Range 23 East and Section 10, Township 23 South, Range 23 East, all in Mount Diablo Base and Meridian, in the County of Tulare, State of California, described as follows;

Beginning at the Southwest corner of Section 2, Township 23 South, Range 23 East:

Thence, the following courses;

Course 1	Northerly, along the West line of said Section 2, 1 mile, more or less, to the Northwest corner of said Section 2;
Course 2	Continuing Northerly along the West line of said Section 35, Township 22 South, Range 23 East, 0.6 miles, more or less, to the Westerly right of way line of the B.N.&S.F. railroad;
Course 3	Southeasterly along said Westerly right of way line, 0.68 miles, more or less, to the South line of said Section 35;
Course 4	Westerly along said South line of said Section 35, 0.07 miles, more or less, to a line lying parallel to and distant 300 feet, measured at right angles Southwesterly from the Southwesterly right of way line of the B.N.&.S.F. railroad;
Course 5	Southeasterly, along said parallel line, 1.17 miles, more or less, to the South line of said Section 2, Township 23 South, Range 23 East;
Course 6	Easterly, along said South line of said Section 2, 0.06 miles, more or less, to the Westerly right of way line of said Railroad;
Course 7	Southeasterly along said Westerly right of way line of said Railroad, 0.37 miles, more or less;
Course 8	Southwesterly at right angle, 100 feet, to said Westerly right of way line of said Railroad;
Course 9	Southeasterly and parallel to said Westerly right of way line of said Railroad, 1,000 feet, to the South line of the Northwest quarter of said Section 12, Township 23 South, Range 23 East;
Course 10	Easterly along said South line of the Northwest quarter of said Section 12, 115.8 feet, more or less, to the Westerly right of way line of said Railroad;
Course 11	Southeasterly along said Westerly right of way line of said Railroad, 0.59 miles, more or less, to the South line of said Section 12;
Course 12	West along said South line of said Section 12, 0.54 miles, more or less, to the Southwest corner of said Section 12;

- Course 13 Continuing West along the South lines of the Southeast quarter of Section 11, Township 23 South, Range 23 East and the Southeast quarter of the Southwest quarter of said Section 11, 0.75 miles, more or less, to the Southwest corner of said Southeast quarter of said Southwest quarter of said Section 11:
- Course 14 North along the East line of the Southeast quarter of the Southeast quarter of the Southwest quarter of said Section 11, 0.063 miles, more or less, to the Northeast corner of said Southeast quarter of the Southeast quarter of the Southwest quarter of the Southwest quarter of said Section 11;
- Course 15 West along the North line of said Southeast quarter of the Southeast quarter of the Southwest quarter of the Southwest quarter of said Section 11, 0.063 miles, more or less, to the Northwest corner of said Southeast quarter of the Southwest quarter of the Southwest quarter of the Southwest quarter of said Section 11:
- Course 16 South along the West line of said Southeast quarter of the Southeast quarter of the Southwest quarter of the Southwest quarter of said Section 11, 0.063 miles, more or less, to the Southwest corner of said Southeast quarter of the Southwest quarter of the Southwest quarter of the Southwest quarter of said Section 11:
- Course 17 West along said South line of said Section 11, 0.19 miles, more or less, to the Southwest comer of said Section 11:
- Course 18 North along the West line of the South half of the Southwest quarter of the Southwest quarter of said Section 11, 0.063 miles, more or less, to the Northwest corner of said South half of the Southwest quarter of the Southwest quarter of said Section 11:
- Course 19 East along the North line of said South half of the Southwest quarter of the Southwest quarter of the Southwest quarter of said Section 11, 0.125 miles, more or less, to the Northeast corner of said South half of the Southwest quarter of the Southwest quarter of said Section 11:
- Course 20 North along the East line of the North half of the North half of the Southwest quarter of the Southwest quarter of said Section 11, 0.063 miles, more or less, to the Northeast corner of said North half;
- Course 21 West along the North line of said North half, 0.125 miles, more or less, to the West line of said Section 11;
- Course 22 North along said West line of said Section 11, 0.125 miles, more or less, to the Southeast corner of the North half of the Southeast quarter of Section 10, Township 23 South, Range 23 East;
- Course 23 West along the South line of said North half of the Southeast quarter of Section 10, 1,888 feet, more or less, to the Easterly line of the 100 foot right of way for the Homeland canal which runs Northeasterly and Southwesterly through the East half of said Section 10, and the Southeast quarter of the Northeast quarter of said Section 10:

- Course 24 Northeasterly along said Easterly canal right of way line, 2,937 feet, more or less, to its intersection with the North line of the Southeast quarter of the Northeast quarter of said Section 10;
- Course 25 East along the North line of said Southeast quarter of the Northeast quarter of said Section 10, 600 feet, more or less, to the West line of said Section 11;
- Course 26 North along said West line of said Section 11, 0.25 miles, more or less, to the Southwest corner of said Section 2, said point also being the **Point of Beginning**;

Containing 1,294 acres, more or less.

AREA 2 ANNEXATION LEGAL DESCRIPTION ANNEXATION 2016-1 ALPAUGH IRRIGATION DISTRICT

The Northwest Quarter and the East half of Section 11, Township 24 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, described as follows:

Beginning at the Southwest corner of the Northwest Quarter of said Section 11, said Southwest corner being on the existing boundary of Alpaugh Irrigation District (District), thence;

Thence following said existing District boundary, the following courses;

- Course 1 North along the West line of said Northwest Quarter of Section 11, 2,640 feet, more or less, to the Northwest corner of said Northwest Quarter of said Section 11;
- Course 2 East, along the North line of said Northwest Quarter and the North line of the East half of said Section 11, 5,280 feet, more or less, to the Northeast corner of said East half of Section 11;

Thence departing said existing District boundary, the following courses;

South, along the East line of said East half, 5,280 feet, more or less, to the
Southeast corner of said East half;
West, along the South line of said East half, 2,640 feet, more of less, to the
Southwest corner of said East half;
North, along the West line of said East half to the Southeast corner of said
Northwest Quarter of Section 11, 2,640 feet, more or less;
West, along the South line of said Northwest Quarter, 2,640 feet, more or less,
to the Point of Beginning and the existing District boundary;

Containing 480 acres, more or less.





