



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

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One  
PETE VANDER POEL  
District Two  
AMY SHUKLIAN  
District Three  
EDDIE VALERO  
District Four  
DENNIS TOWNSEND  
District Five

**AGENDA DATE:** August 13, 2019

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"/>
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:** Agreements between Tulare Irrigation District, the Exeter Irrigation District, and the Delano-Earlimart Irrigation District, and the County of Tulare for the Transfer and Conveyance of Water to the Alpaugh Irrigation District

- REQUEST(S):**  
That the Board of Supervisors:
1. Approve two Agreements between the Tulare Irrigation District and County of Tulare for the transfer and conveyance of water to the Alpaugh Irrigation District, with one being retroactive to May 17, 2019. This agreement is retroactive due delays in obtaining authorized signatures from all parties and the time needed to process, prepare, and submit the agenda item; and
  2. Approve two Agreements between the Exeter Irrigation District and the County of Tulare for the transfer and conveyance of water to the Alpaugh Irrigation District, with one being retroactive to May 17, 2019 and the other retroactive to April 10, 2019. This agreement is retroactive due delays in obtaining authorized signatures from all parties and the time needed to process, prepare, and submit the agenda item; and
  3. Approve an Agreement between the Delano-Earlimart Irrigation District and the County of Tulare, retroactive to May 21, 2019, for the transfer and conveyance of water to the Alpaugh Irrigation District. This agreement is retroactive due delays in obtaining authorized signatures from all parties and the time needed to process, prepare, and submit the agenda item; and
  4. Find that the Board had the authority to enter into the agreements on their

**SUBJECT:** Agreements between Tulare Irrigation District, the Exeter Irrigation District, and Delano-Earlimart Irrigation District, and the County of Tulare for the Transfer and Conveyance of Water to the Alpaugh Irrigation District  
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respective retroactive dates and that it was in the County's best interest to enter into the agreements on those dates; and

5. Authorize the Chairman to sign the Agreements; and
6. Authorize the Resource Management Agency and Dennis R. Keller to take necessary actions to comply with the provisions of the Agreements.

**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 27529). That contract allowed the County's Cross Valley Canal (CVC) subcontractors to participate in receiving any available contract water from the Central Valley Project.

Keller Wegley Engineering (the County's watermaster services contractor) has indicated that Alpaugh Irrigation District (AID) wishes to purchase 1,000 acre-feet of water from the Tulare Irrigation District (TID) (to be transferred prior to May, 17 2019), 500 acre-feet from the Exeter Irrigation District (to be transferred prior to April, 10 2019), 1,000 acre-feet from the Delano-Earlimart Irrigation District (to be transferred prior to February 29, 2019), and an additional 1,000 acre-feet from the Tulare Irrigation District (to be transferred prior to the end of the uncontrolled season) and an additional 600 acre-feet from the Exeter Irrigation District (to be transferred prior to May 17, 2019). AID will pay each Irrigation District directly for the water, but as the master contractor, the County must be a party to the agreements and approve them through resolution. As authorized by the Board (Agreement No. 18088) Keller Wegley has negotiated transfer agreements on the County's behalf. 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 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:**

There is no net cost to the General Fund.

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**DATE:** August 13, 2019

AID has agreed to pay each Irrigation District directly for all costs related to the transfer of water. In addition, 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.

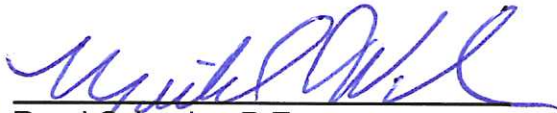
**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

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

FOR

cc: County Administrative Office

Attachments Attachments A, B, C, D and E - Agreements

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

IN THE MATTER OF AGREEMENTS )  
 BETWEEN TULARE IRRIGATION )  
 DISTRICT, THE EXETER IRRIGATION ) Resolution No. \_\_\_\_\_  
 DISTRICT, AND THE DELANO- ) Agreement No. \_\_\_\_\_  
 EARLIMART IRRIGATION DISTRICT, AND ) Agreement No. \_\_\_\_\_  
 THE COUNTY OF TULARE ) Agreement No. \_\_\_\_\_  
 FOR THE TRANSFER AND CONVEYANCE ) Agreement No. \_\_\_\_\_  
 OF WATER TO THE ALPAUGH ) Agreement No. \_\_\_\_\_  
 IRRIGATION DISTRICT )

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
 SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE BOARD OF  
 SUPERVISORS, AT AN OFFICIAL MEETING HELD AUGUST 13, 2019, BY THE  
 FOLLOWING VOTE:

AYES:  
 NOES:  
 ABSTAIN:  
 ABSENT:

ATTEST: JASON T. BRITT  
 COUNTY ADMINISTRATIVE OFFICER/  
 CLERK, BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
 Deputy Clerk

\*\*\*\*\*

1. Approved two Agreements between the Tulare Irrigation District and County of Tulare for the transfer and conveyance of water to the Alpaugh Irrigation District, with one being retroactive to May 17, 2019. This agreement is retroactive due delays in obtaining authorized signatures from all parties and the time needed to process, prepare, and submit the agenda item; and
2. Approved two Agreements between the Exeter Irrigation District and the County of Tulare for the transfer and conveyance of water to the Alpaugh Irrigation District, with one being retroactive to May 17, 2019 and the other retroactive to April 10, 2019. This agreement is retroactive due delays in obtaining authorized signatures from all parties and the time needed to process, prepare, and submit the agenda item; and
3. Approved an Agreement between the Delano-Earlimart Irrigation District and the

County of Tulare, retroactive to May 21, 2019, for the transfer and conveyance of water to the Alpaugh Irrigation District. This agreement is retroactive due delays in obtaining authorized signatures from all parties and the time needed to process, prepare, and submit the agenda item; and

4. Found that the Board had the authority to enter into the agreements on their respective retroactive dates and that it was in the County's best interest to enter into the agreements on those dates; and
5. Authorized the Chairman to sign the Agreements; and
6. Authorized the Resource Management Agency and Dennis R. Keller to take necessary actions to comply with the provisions of the Agreements.

# **Attachment “A”**

Agreement

AGREEMENT

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the TULARE IRRIGATION DISTRICT, hereinafter called the Seller, and COUNTY OF TULARE, hereinafter called the Purchaser.

WITNESSETH:


THAT WHEREAS, the Purchaser desires, on behalf of Alpaugh Irrigation District, to obtain from Seller, a portion of Seller's 2019-2020 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.

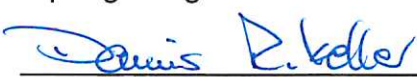
NOW, THEREFORE, the parties hereto agree as follows:

1. The Seller does hereby assign, transfer, sell and authorize the USBR to deliver to Purchaser from Seller's 2019-2020 supply, up to 1,000 acre-feet of water belonging to it to the Purchaser, for Alpaugh Irrigation District, to be delivered before the end of uncontrolled season, as scheduled by Alpaugh Irrigation District.
2. Alpaugh Irrigation District agrees to pay the Seller directly for up to 1,000 acre-feet, payment to be made within 45 days of invoice receipt. In addition, Alpaugh Irrigation District 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 Alpaugh Irrigation District and the USBR may determine and agree upon except as otherwise herein specified or as may be mutually further agreed upon by Alpaugh Irrigation District, the Seller, 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:   
Tulare Irrigation District

By:   
Alpaugh Irrigation District

By:   
County of Tulare

By: \_\_\_\_\_  
Chairman, Board of Supervisors  
Tulare County

Approved as to Form:

By:   
Deputy County Counsel

*math No. 2019/320*

# **Attachment “B”**

Agreement



AGREEMENT

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the TULARE IRRIGATION DISTRICT, hereinafter called the Seller, and COUNTY OF TULARE, hereinafter called the Purchaser.

WITNESSETH:

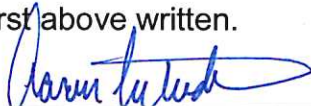
THAT WHEREAS, the Purchaser desires, on behalf of Alpaugh Irrigation District, to obtain from Seller, a portion of Seller's 2019-2020 water supply under its contract with the U.S. Bureau of Reclamation (USBR) for Central Valley Project water; and

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 2019-2020 supply, up to 1,000 acre-feet of water belonging to it to the Purchaser, for Alpaugh Irrigation District, to be delivered before May 17, 2019, as scheduled by Alpaugh Irrigation District.
2. Alpaugh Irrigation District agrees to pay the Seller directly for up to 1,000 acre-feet, payment to be made within 45 days of invoice receipt. In addition, Alpaugh Irrigation District 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 Alpaugh Irrigation District and the USBR may determine and agree upon except as otherwise herein specified or as may be mutually further agreed upon by Alpaugh Irrigation District, the Seller, 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:   
Tulare Irrigation District

By:   
Alpaugh Irrigation District

By:   
County of Tulare

By: \_\_\_\_\_  
Chairman, Board of Supervisors  
Tulare County

Approved as to Form:

By:   
Deputy County Counsel

*Wade # 20191320*

# **Attachment “C”**

Agreement

AGREEMENT

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the EXETER IRRIGATION DISTRICT, hereinafter called the Seller, and COUNTY OF TULARE, hereinafter called the Purchaser.

WITNESSETH:

THAT WHEREAS, the Purchaser desires, on behalf of Alpaugh Irrigation District, to obtain from Seller, a portion of Seller's 2019-2020 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 2019-2020 supply, up to 600 acre-feet of water belonging to it to the Purchaser, for Alpaugh Irrigation District, to be delivered before May 17, 2019, as scheduled by Alpaugh Irrigation District.
2. Alpaugh Irrigation District agrees to pay the Seller directly for up to 600 acre-feet, payment to be made within 45 days of invoice receipt. In addition, Alpaugh Irrigation District 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 Alpaugh Irrigation District and the USBR may determine and agree upon except as otherwise herein specified or as may be mutually further agreed upon by Alpaugh Irrigation District, the Seller, 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: [Signature]  
Exeter Irrigation District

By: [Signature]  
Alpaugh Irrigation District

By: [Signature]  
County of Tulare

By: \_\_\_\_\_  
Chairman, Board of Supervisors  
Tulare County

Approved as to Form:

By: [Signature]  
Deputy County Counsel

Matter # 20191320

# **Attachment “D”**

Agreement



AGREEMENT

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the EXETER IRRIGATION DISTRICT, hereinafter called the Seller, and COUNTY OF TULARE, hereinafter called the Purchaser.

WITNESSETH:

THAT WHEREAS, the Purchaser desires, on behalf of Alpaugh Irrigation District, to obtain from Seller, a portion of Seller's 2019-2020 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 2019-2020 supply, up to 500 acre-feet of water belonging to it to the Purchaser, for Alpaugh Irrigation District, to be delivered before April 10, 2019, as scheduled by Alpaugh Irrigation District.
2. Alpaugh Irrigation District agrees to pay the Seller directly for up to 500 acre-feet, payment to be made within 45 days of invoice receipt. In addition, Alpaugh Irrigation District 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 Alpaugh Irrigation District and the USBR may determine and agree upon except as otherwise herein specified or as may be mutually further agreed upon by Alpaugh Irrigation District, the Seller, 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: [Signature]  
Exeter Irrigation District

By: \_\_\_\_\_  
Chairman, Board of Supervisors  
Tulare County

By: [Signature]  
Alpaugh Irrigation District

Approved as to Form:

By: [Signature]  
County of Tulare

By: [Signature]  
Deputy County Counsel

water NO 20191320

# **Attachment “E”**

Agreement

AGREEMENT

This AGREEMENT is made and entered into this 21<sup>st</sup> day of MAY, 2019, by and between the DELANO-EARLIMART IRRIGATION DISTRICT, hereinafter called the Seller, and COUNTY OF TULARE, hereinafter called the Purchaser.

WITNESSETH:

THAT WHEREAS, the Purchaser desires, on behalf of Alpaugh Irrigation District, to obtain from Seller, a portion of Seller's 2019-2020 Class 2 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 2019-2020 Class 2 supply, up to 1,000 acre-feet of water belonging to it to the Purchaser, for Alpaugh Irrigation District, to be delivered before February 29, 2020, as scheduled by Alpaugh Irrigation District.
2. Alpaugh Irrigation District agrees to pay the Seller directly for up to 1,000 acre-feet, payment to be made within 45 days of invoice receipt. In addition, Alpaugh Irrigation District 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 Alpaugh Irrigation District and the USBR may determine and agree upon except as otherwise herein specified or as may be mutually further agreed upon by Alpaugh Irrigation District, the Seller, 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 WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

By: [Signature]  
Delano-Earlimart Irrigation District

By: \_\_\_\_\_  
Chairman, Board of Supervisors  
Tulare County

By: [Signature]  
Alpaugh Irrigation District

Approved as to Form:

By: [Signature]  
County of Tulare

By: [Signature]  
Deputy County Counsel

waiver no 20191328