



QUARTERLY INVESTMENTS  
REPORT

PREPARED FOR THE FIRST QUARTER  
ENDING MAY 31, 2024

# DEL PUERTO WATER DISTRICT

## Statement of Compliance of Investment Policy As of the First Quarter Ending May 31, 2024

The Del Puerto Water District is operating in compliance with the investment policy adopted by the Board of Directors. The District believes the market valuation represents the District's best available information and fairly represents the value of the portfolio.

The District's goal is to enhance its economic status while protecting its funds. The District is continuously analyzing and fine-tuning the investment mix. With safety of the portfolio the top priority, a diverse mix is maintained. Management invests with the intent and capacity to hold all securities to maturity. The portfolio is managed to ensure that scheduled cash needs, as well as extraordinary cash needs are met. Adequate liquidity is maintained to ensure un-foreseen cash requirements. Investments and deposits are made in such a way as to maximize return consistent with safe and prudent treasury management.

## Statement of the Ability of the Del Puerto Water District To Meet Six Month Cash Demands

The Treasurer of Del Puerto Water District attempts to maintain adequate liquid funds to meet ordinary and extraordinary cash needs at all times. The Treasurer reports that absent any extraordinary circumstances, there exists adequate reserves and cash on hand to sufficiently meet normal budgetary requirements for the next six months.

**DEL PUERTO WATER DISTRICT**  
**Quarterly Report of Investments**  
**Summary for the First Quarter Ending May 31, 2024**

**Bank Accounts:**

	<u>Bal @ 2/29/24</u>		<u>Bal @ 5/31/24</u>	
Oak Valley Community Bank, Patterson				
Checking/General Fund	\$51,224.54		\$10,520.00	
Checking/CC Rev Fund	\$7,954.45		\$491,277.97	
Checking/SGM Grant Program	\$349.16		\$349.16	
Checking/SWP Program	\$9,621.78		\$3,386.08	
Checking/RWSP-NVRRWP Program	\$7,010.64		\$7,011.53	
Checking/RWSP-CNRA Program	\$6,979.79		\$6,980.68	
Savings/General Fund	\$617,087.34		\$534,223.74	
Petty Cash/Housebank	\$300.00		\$300.00	
Total Cash Funds	<u>\$700,527.70</u>	1.3%	<u>\$1,054,049.16</u>	1.9%

**Other Investments:**

Granite Wealth Mgmt for LPL Financial, Modesto, California*				
Money Market	\$3,724,479.12	6.9%	\$2,511,906.55	4.4%
Certificate of Deposit	\$11,100,430.37	20.6%	\$11,656,971.86	20.5%
Local/Municipal/Corporate Bonds	\$26,700,478.70	49.5%	\$23,158,014.60	40.7%
Government Securities	\$11,587,058.19	21.5%	\$18,348,989.98	32.3%
Total Estimated Portfolio Value at LPL Financial	<u>\$53,112,446.38</u>		<u>\$55,675,882.99</u>	
Oak Valley Community Bank - SWPP CD	\$103,690.87	0.2%	\$133,733.38	0.2%
<b>Total Funds Liquid and Invested</b>	<u><u>\$53,916,664.95</u></u>	100.0%	<u><u>\$56,863,665.53</u></u>	100.0%

\* See following Detailed Quarterly Report of LPL Financial Investments

**Del Puerto Water District**  
Detailed Quarterly Report for Investments Held at LPL Financial  
as of May 31, 2024

**Detail of Portfolio:**

**Market Value**  
5/31/2024

<b>Certificate of Deposit - CVP Capital Fund</b>		4834-4083	
Bankers Bank OK City OK CD*	4.5500%	Feb-25	\$99,490.00
First Natl B&T Co Weatherford TX CD*	4.6500%	Feb-25	\$248,872.50
Weighted Average Earnings	4.6214%		\$348,362.50
<b>Certificate of Deposit - RWSP/NVRRWP Fund</b>		#2988-1894	
Texas Exchange Bank SSB TX CD	0.7000%	Jun-24	\$249,782.25
Stockman Bank of MT CD	0.5000%	Jun-24	\$249,678.50
Morton Cmnty Bank IL CD	0.5000%	Jun-24	\$249,389.75
Kennett Trust Bank MO CD	0.4500%	Jun-24	\$249,209.75
Continental Bank UT CD	0.5000%	Jun-24	\$249,161.50
Bank Princeton NJ CD	0.5000%	Jun-24	\$249,100.25
Southern Bancorp Bank AR CD	0.5000%	Oct-24	\$245,316.50
Morgan Stanley PVT BK NY CD	4.9500%	Nov-24	\$239,655.12
First Horizon Bank TN CD	5.1500%	Dec-24	\$244,860.35
Nebraskaland Natl Bank NE CD	1.2000%	Apr-25	\$241,405.75
Center State Bank FL CD	1.0000%	Apr-25	\$240,789.75
Truxton Trust Co TN CD	5.2500%	Apr-25	\$225,281.02
WEX Bank UT CD	5.1500%	May-25	\$249,493.75
Bank of Southern CA NA CA CD	5.1500%	Jun-25	\$244,499.22
State Bank of India NY CD	1.0500%	Jun-25	\$239,924.75
Independence Bank of KY CD	0.6000%	Jun-25	\$238,663.75
Peoples Exchange Bank AL CD	0.6000%	Jun-25	\$238,579.25
Caldwell B&T Co LA CD	0.5500%	Jun-25	\$238,126.50
High Plains Bank CO CD	0.5000%	Jun-25	\$238,011.25
Partners Bank Helena AR CD	0.6000%	Jun-25	\$238,273.75
Garrett State Bank IN CD	5.3000%	Oct-25	\$250,957.00
First Farmers B&T Co IN CD	5.2000%	Oct-25	\$250,604.50
BMO Harris Bank NA IL CD	1.0000%	Apr-26	\$112,210.68
Bridgewater Bank MN CD	4.7500%	May-26	\$249,422.25
Discover Bank DE CD	2.1500%	May-26	\$137,539.89
First Premier Bank SD CD	5.1000%	Nov-26	\$251,463.25
Maine Cmnty Bank ME CD	4.7000%	May-27	\$249,970.75
DR Bank CT CD	5.4000%	Dec-28	\$249,425.75
Weighted Average Earnings	2.3294%		\$6,610,796.78
<b>Certificate of Deposit - RWSP/CNRA Fund</b>		#2350-9015	
Morgan Stanley PVT BK NY CD	4.9500%	Nov-24	\$194,719.78
American Natl Bank NE CD	4.9000%	May-25	\$249,104.75
Nexbank SSB TX CD	5.1500%	May-25	\$249,415.00
BOKF NA OK CD	5.1500%	Jun-25	\$49,898.20
Eclipse Bank Inc KY CD	5.0000%	Jun-25	\$244,262.55
Amalgamated Bank NY CD	5.3000%	Aug-25	\$249,649.00
Redstone Bank CO CD	5.2000%	Aug-25	\$249,501.25
First Foundation Bank CA CD	5.2500%	Oct-25	\$250,583.25
American Express Natl Bk UT CD	5.4000%	Nov-25	\$251,165.00
BMW Bank of North Amer UT CD	5.3500%	Nov-25	\$250,943.25
State Bank of India IL CD	0.5000%	Jan-26	\$232,440.50
Bank of Amer NA NC CD	5.0000%	May-26	\$250,242.75
Atlantic Union Bank VA CD	5.0000%	May-26	\$250,302.50
Banc of California CA CD	4.8000%	May-26	\$249,382.50
First Pacific Bk CA CD	4.6500%	Jun-26	\$248,998.25
Toyota Finl Svgs Bank NV CD	0.9500%	Jul-26	\$230,063.75
Bankunited NA FL CD	5.3500%	Aug-26	\$249,556.50
Midwest Bank NE CD	5.2500%	Aug-26	\$249,372.75
Mainstreet Bank VA CD	5.3000%	Dec-26	\$99,757.20
Independent Bank MI CD	5.1500%	May-27	\$248,952.75
MVB Bank Inc WV CD	5.2500%	Dec-27	\$149,501.10
Weighted Average Earnings	4.6861%		\$4,697,812.58
			<b>Total CD Investments</b>
			<b>\$11,656,971.86</b>
<b>Certificate of Deposit - CC Reserve Fund</b>		#6857-4280	
Fortifi Bank WI CD	5.2500%	May-29	\$249,071.50
Weighted Average Earnings	5.2500%		\$249,071.50

**Del Puerto Water District**  
 Detailed Quarterly Report for Investments Held at LPL Financial  
 as of May 31, 2024

**Local/Municipal/Corporate Bonds - CVP Capital Fund**

#4834-4083

Los Angeles Rfdg B/E Txbl	2.8400%	Sep-24	\$357,786.00
Weighted Average Earnings	2.8400%		\$357,786.00

**Local/Municipal/Corporate Bonds -RWSP/NVRRWP Fund**

#2988-1894

Beverly Hills CA Pub Fin Auth Rev Rfdg B/E Txbl	0.7300%	Jun-24	\$200,000.00
San Francisco Cmnty Cllg Dist Ser A1 B/E Txbl	0.8160%	Jun-24	\$289,536.00
Coachella CA Pension Oblig. Rev. B/E	1.3840%	Jul-24	\$104,736.45
Fremont CA Uni Sch Dist Alameda Cty Rfdg B/E T	0.4740%	Aug-24	\$253,044.15
Fresno CA Uni Sch Dist Rfdg B/E Txbl	0.7190%	Aug-24	\$347,644.50
San Joaquin Delta Cmnty Cllg Dist B/E Txbl	0.5850%	Aug-24	\$496,815.00
Santa Clarita Cllg Dist B/E Txbl	2.1020%	Aug-24	\$119,476.80
Santa Rosa CA Regl Res Auth Rev Txbl Fixed	2.7500%	Aug-24	\$124,492.50
Sonoma Cnty Jr Cllg Dist Rfdg B/E Txbl	2.0610%	Aug-24	\$114,442.25
Yosemite CA Cmnty Cllg Dist Rfdg B/E Txbl	0.8040%	Aug-24	\$94,382.50
Rancho Santiago CA Cmnty Cllg Dist Rfdg B/E Txl	0.6340%	Sep-24	\$118,614.00
Sacramento CA Wstwr Rfdg Rev B/E Txbl	0.9580%	Sep-24	\$143,500.70
San Jose CA LIBR Rfdg Rev B/E Txbl	2.3000%	Sep-24	\$223,303.50
Bank New York Inc Medium Term Sr Note	3.2500%	Sep-24	\$248,281.25
California St Univ Rev Syswide Ser B B/E Txbl	3.4060%	Nov-24	\$193,237.20
California St Univ Rev Syswide Ser B B/E Txbl	3.2720%	Nov-24	\$49,521.50
Chevron USA GTD Note	3.9000%	Nov-24	\$248,294.50
El Dorado CA Irr Dist Rev Rfdg B/E Txbl	3.2440%	Jan-25	\$345,530.50
Gardena CA Pension Oblig. Rev. B/E	1.7020%	Apr-25	\$411,408.50
Santa Clara Vly CA Rev Rfdg B/E Txbl	0.7920%	Apr-25	\$361,020.00
University CA Genl Rev B/E Txbl	0.8830%	May-25	\$167,749.75
Chabot Las Positas Cmnty Cllg Dist Rfdg B/E Txbl	0.8800%	Aug-25	\$194,918.10
Citrus CA Cmnty Cllg Dist Rfdg B/E Txbl	0.8190%	Aug-25	\$379,836.00
Mt San Antonio Cmnty Cllg Dist Rfdg B/E Txbl	2.0400%	Aug-25	\$236,057.50
Napa Vly Ca Uni Sch Dist Rfdg B/E Txbl	0.8940%	Aug-25	\$238,307.50
San Benito High Sch Dist Rfdg B/E Txbl	1.0030%	Aug-25	\$204,533.80
San Jose Evergreen CA Cmnty Cllg Dist Rfdg B/E T	0.9210%	Sep-25	\$474,295.00
John Deere Cap Corp Unsecd Medium Term Note	4.0500%	Sep-25	\$246,472.50
Lockheed Martin Corp Unsecd Note	4.9500%	Oct-25	\$249,072.75
California St Univ Rev Syswide Ser B B/E Txbl	0.8620%	Nov-25	\$470,580.00
California St Dept Res Cent Vly Rev B/E Txbl	0.7900%	Dec-25	\$361,056.85
American Honda Fin Corp Medium Term Note	4.7500%	Jan-26	\$247,834.75
California St Various Purp B/E Txbl	2.6500%	Apr-26	\$215,219.25
El Segundo CA Pension Oblig Rev B/E Txbl	1.2320%	Jul-26	\$230,517.50
San Joaquin Delta Cmnty Cllg Dist Rfdg B/E Txbl	1.1330%	Aug-26	\$115,137.50
Weighted Average Earnings	1.7107%		\$8,518,870.55

**Local/Municipal/Corporate Bonds -RWSP/CNRA Fund**

#2350-9015

Beverly Hills CA Pub Fin Auth Rev Rfdg B/E Txbl	0.7300%	Jun-24	\$200,000.00
San Francisco Cmnty Cllg Dist Ser A1 B/E Txbl	0.8160%	Jun-24	\$294,528.00
Coachella CA Pension Oblig. Rev. B/E	1.3840%	Jul-24	\$104,736.45
Sequoia CA Un High Sch Rfdg B/E Txbl	1.6650%	Jul-24	\$249,425.00
Southern CA Pub Pwr Auth Rev Txbl	0.7330%	Jul-24	\$179,443.80
Castro Valley CA Uni Sch Rfdg B/E Txbl	0.7000%	Aug-24	\$496,515.00
Fontana CA Uni Sch Dist Rfdg B/E Txbl	0.8400%	Aug-24	\$521,598.00
Fresno CA Uni Sch Dist Rfdg B/E Txbl	0.7190%	Aug-24	\$347,644.50
Ohlone CA Cmnty Cllg Rfdg B/E Txbl	1.8140%	Aug-24	\$482,284.00
Ontario CA Wtr Rfdg B/E Txbl	0.9780%	Aug-24	\$397,236.00
San Juan CA Uni Sch Rfdg B/E Txbl	0.7020%	Aug-24	\$496,520.00
Sonoma Cnty Ca Jr Cllg Dist Rfdg B/E Txbl	2.0610%	Aug-24	\$114,442.25
Yosemite CA Cmnty Cllg Dist Rfdg B/E Txbl	0.8040%	Aug-24	\$94,382.50
Rancho Santiago CA Cmnty Cllg Dist Rfdg B/E Txl	0.6340%	Sep-24	\$494,225.00
Suisun Solano CA Wtr Auth Rev Rfdg B/E Txbl	0.6700%	Sep-24	\$276,444.00
California St Univ Rev Syswide Ser B B/E Txbl	3.2720%	Nov-24	\$49,521.50
El Dorado CA Irr Dist Rev Rfdg B/E Txbl	3.2440%	Jan-25	\$345,530.50
San Francisco CA Mun Transn Rfdg B/E Txbl	0.6540%	Mar-25	\$241,420.00
California St Rev Txbl B/E	3.3750%	Apr-25	\$506,162.60
Gardena CA Pension Oblig. Rev. B/E	1.7020%	Apr-25	\$411,408.50
San Diego Cnty Regl Transn Rev B/E Txbl	2.0850%	Apr-25	\$477,245.30
Apple Inc Note	1.1250%	May-25	\$480,275.00
U S Bancorp Medium Term Note	1.4500%	May-25	\$481,253.50
University CA Rev Gen BE Txbl	0.8830%	May-25	\$479,285.00

**Del Puerto Water District**  
 Detailed Quarterly Report for Investments Held at LPL Financial  
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Pfizer Inc Note	0.8000%	May-25	\$478,168.50
California Infra & Econ Rev B/E Txbi	1.2750%	Jul-25	\$239,427.50
Southern CA Pub Pwr Auth Rev Txbi	3.7580%	Jul-25	\$260,312.15
Mt San Antonio Cmnty Clg Dist Rfdg B/E Txbi	2.0400%	Aug-25	\$231,240.00
Napa Vly CA Uni Sch Dist Rfdg B/E Txbi	0.8940%	Aug-25	\$238,307.50
Ventura Cmnty Clg Dist Rfdg B/E Txbi	1.9910%	Aug-25	\$192,816.00
Cucamonga Vly CA Wtr Water Rev Rfdg A B/E Tx	0.9900%	Sep-25	\$379,204.00
Johnson & Johnson Note	0.5500%	Sep-25	\$472,058.00
San Mateo Un High Sch Dist Rfdg B/E Txbi	2.3160%	Sep-25	\$260,517.60
IBM Corp Debenture CPN	7.0000%	Oct-25	\$280,882.25
Modesto CA Wstwtr Rev Rfdg B/E Txbi	0.9850%	Nov-25	\$174,073.90
Caterpillar Finl Svcs Note	0.8000%	Nov-25	\$470,050.50
Bank America Corp Sr Note	0.6500%	Dec-25	\$459,042.50
West Stanislaus CA Rev Rfdg B/E Txbi	1.2800%	Jan-26	\$468,410.00
SLDMWA Rev OM&R B/E	1.2600%	Mar-26	\$111,514.80
California St Various Purp B/E Txbi	2.6500%	Apr-26	\$301,306.95
El Segundo CA Pension Oblig Rev B/E Txbi	1.2320%	Jul-26	\$230,517.50
Cucamonga Vly CA Wtr Water Rev Rfdg A B/E Tx	3.5500%	Sep-26	\$265,820.50
JPMorgan Chase Finl Co Medium Term Note	5.7000%	Aug-27	\$297,090.00
Weighted Average Earnings	1.5882%		\$14,032,286.55
<b>Government Securities - General Fund</b>			<b>Total Municipal Bond Investments</b>
		#7469-5488	<b>\$23,158,014.60</b>
US Treasury Bill	4.7130%	Jun-24	\$578,727.48
US Treasury Note	0.3750%	Jul-24	\$561,733.17
US Treasury Bill	5.1100%	Oct-24	\$2,005,709.75
Weighted Average Earnings	4.1916%		\$3,146,170.40
<b>Government Securities - Rate Stabilization Fund</b>			
		#3156-9782	
US Treasury Note	0.3750%	Jul-24	\$979,304.73
Weighted Average Earnings	0.3750%		\$979,304.73
<b>Government Securities - CVP Capital Fund</b>			
		#4834-4083	
US Treasury Note	3.2500%	Aug-24	\$248,671.75
US Treasury Bill	5.0080%	Sep-24	\$493,191.50
US Treasury Bill	4.9720%	Apr-25	\$631,024.68
US Treasury Note	3.5000%	Sep-25	\$245,039.00
Weighted Average Earnings	4.4954%		\$1,617,926.93
<b>Government Securities - RWSP/NVRRWP Fund</b>			
		#2988-1894	
Fedl Home Loan Mtg Corp Note	0.5000%	Jun-24	\$499,932.00
US Treasury Note	3.0000%	Jun-24	\$299,437.50
US Treasury Note	3.0000%	Jul-24	\$747,187.50
US Treasury Note	4.2500%	Sep-24	\$996,250.00
US Treasury Note	4.2500%	Dec-24	\$536,625.00
US Treasury Bill	5.0060%	Apr-25	\$1,003,902.90
Fedl Farm Credit Bank MN Bond	0.6800%	Jun-25	\$477,060.00
US Treasury Note	3.0000%	Jul-25	\$244,218.75
US Treasury Note	4.8750%	Apr-26	\$999,687.00
Fedl Home Loan Bank Bond	5.5000%	Apr-27	\$749,370.00
Weighted Average Earnings	3.8119%		\$6,553,670.65
<b>Government Securities - RWSP/CNRA Fund</b>			
		#2350-9015	
US Treasury Bill	5.3170%	Sep-24	\$138,093.62
US Treasury Note	4.2500%	Dec-24	\$650,906.25
US Treasury Bill	4.6620%	Jan-25	\$606,887.09
US Treasury Bill	4.9870%	Apr-25	\$401,561.16
US Treasury Note	3.0000%	Jul-25	\$244,218.75
US Treasury Note	5.0000%	Aug-25	\$399,374.80
Fedl Home Loan Bank Bond Step	0.8000%	Feb-26	\$883,431.60
US Treasury Note	4.8750%	Apr-26	\$1,249,608.75
Fedl Home Loan Bank Bond Step	1.0000%	Jul-26	\$230,538.75
Fedl Home Loan Bank Bond	5.5000%	Apr-27	\$749,370.00
Fedl Farm Credit Bank Bond	5.1700%	May-28	\$497,926.50
Weighted Average Earnings	4.0957%		\$6,051,917.27
			<b>Total Gov't Sec. Investments</b>
			<b>\$18,348,989.98</b>

**Del Puerto Water District**  
 Detailed Quarterly Report for Investments Held at LPL Financial  
 as of May 31, 2024

<b>Total All Non-Money Market Investments-Without RWSP/NVRRWP &amp; RWSP/CNRA</b>	<b>3.6965%</b>	<b>\$6,698,622.06</b>
<b>Total All Non-Money Market Investments</b>	<b>2.7990%</b>	<b>\$53,163,976.44</b>
Insured Cash Account - General Fund	1.150%	\$569,007.10
Money Mkt Funds - General Fund	0.260%	\$0.00
Insured Cash Account - Rate Stab. Fund	0.800%	\$3,507.72
Money Mkt Funds - Rate Stab. Fund	0.260%	\$0.00
Insured Cash Account - CVP Capital Fund	1.150%	\$5,224.90
Money Mkt Funds - CVP Capital Fund	0.260%	\$0.00
Insured Cash Account - RWSP/NVRRWP Fund	2.180%	\$729,791.01
Money Mkt Funds - RWSP/NVRRWP Fund	0.260%	\$0.00
Insured Cash Account - RWSP/CNRA Fund	2.180%	\$1,194,464.14
Money Mkt Funds - RWSP/CNRA Fund	0.260%	\$0.00
Insured Cash Account - CC Reserve Fund	0.400%	\$9,911.68
Money Mkt Funds - CC Reserve Fund	0.260%	\$0.00
	1.936%	\$2,511,906.55
<b>Total LPL Investments</b>	<b>2.7600%</b>	<b>\$55,675,882.99</b>

Total Estimated Value is the approximate value of the assets held at LPL Investments & outside companies at the date shown on the attached statement copies. It is estimated as the prices used to value your securities are provided by an outside service and do not always represent the exact market price. LPL Financial does not guarantee the accuracy of such values.

Values for many fixed-income securities are estimates based on coupon rate and credit rating and may not represent the actual transaction price. Values do not include accrued interest or dividends and for some investments do not reflect applicable charges and fees.

18A





V.B.

**RECORDING REQUESTED BY &  
FOR THE BENEFIT OF:**

DEL PUERTO WATER DISTRICT

**AFTER RECORDING MAIL TO:**

DEL PUERTO WATER DISTRICT  
P. O. Box 1596  
Patterson, CA 95363

DRAFT

Enter Pursuant to Water Code Section 35422.5 - **RECORD AS LIEN ON REAL PROPERTY**

**CONTRACT BETWEEN  
DEL PUERTO WATER DISTRICT  
AND  
SCHALI LIVING TRUST  
FOR WATER SERVICE ON CERTAIN LANDS  
WHICH HAVE DETACHED FROM THE DISTRICT**

This Water Service Contract and Record of Lien on Real Property is entered into on the date set forth below in accordance with the powers granted pursuant to Division 13 of the California Water Code, between Del Puerto Water District, a California Water District organized under the provision of Division 13 of the California Water Code (hereinafter referred to as "District"), and the undersigned Landowner, Schali Living Trust (hereinafter referred to as "Landowner").

**RECITALS**

- A. The Landowner owns the Lands set forth in Exhibit A which is attached hereto and hereby incorporated herein.
- B. Historically, the Lands set forth in Exhibit A received agricultural water service from the District as those lands were within the District's Boundaries.
- C. As part of a long term plan to develop these Lands for non-agricultural uses, the landowner has sought to detach these lands from the District.
- D. The Landowner desires to continue receiving agricultural water service from the District to these Lands subsequent to their detachment as long as they are still being put to agricultural use.

E. The District is willing to provide such agricultural water service to these detached Lands under the terms set forth and/or incorporated herein.

F. The agricultural water service to be provided under the terms of this Contract is consistent with the action(s) of the Stanislaus County Local Agency Formation Commission (LAFCO) per Resolution 2023-08 dated July 26, 2023.

NOW, THEREFORE, it is agreed between the parties to this Contract as follows:

## TERMS AND CONDITIONS

### ARTICLE 1. DEFINITIONS

1.1 Board of Directors shall mean the body duly elected or appointed as the Board of Directors of the Del Puerto Water District.

1.2 District shall mean the Del Puerto Water District.

1.3 Land or Lands shall mean those Lands set forth in Exhibit A which is attached hereto and hereby incorporated herein.

1.4 Landowner shall mean that person and/or entity owning the Land(s) set forth in Exhibit A that has executed this Water Service Contract.

1.5 Rules and Regulations shall mean the Rules and Regulations for Water Service as promulgated by the Board of Directors of the District and as may be amended from time to time.

1.6 Water Service Contract and/or Contract shall mean this agreement between the District and the Landowner.

1.7 Year or Years shall mean the 12-month period from and including March 1 of each year through the last day of February of the following year.

### ARTICLE 2. WATER SUPPLY AND DELIVERY

2.1 The quantity of Central Valley Project (CVP) water made available in any given Year to the Lands and the conditions placed upon its delivery shall be equal to the quantity and the same conditions which would have applied in accordance with the District's Rules and Regulations had the Lands not been detached from the District. Notwithstanding the foregoing,

to the degree that this Contract provides more restrictive terms or conditions, those more restrictive terms and/or conditions shall have precedent.

2.2 In order to be eligible to receive CVP water service under this Contract, the Lands and Landowner must not be in default or in violation of any term in this Contract or the District's Rules and Regulations or duly adopted District Policies.

2.3 With the exception of any further restrictions provided for herein, eligibility to receive CVP water service shall be determined in the same manner as if those lands had not detached from the District.

2.4 The CVP water supplies allocated to serve these Lands are for agricultural use only on these Lands and are not transferrable to any other lands outside of this ownership or which are not subject to this Contract.

2.5 Lands served by this Contract are eligible for other supplemental water supplies made available by the District under separate annual policies, programs and/or contracts after it has been determined that all in-District requests for such supplies have been met.

2.6 Lands served by this Contract are subject to federally mandated eligibility and reporting requirements and Landowner must at all times maintain and demonstrate eligibility under and compliance with current Reclamation Law. In addition to potential federal enforcement actions, failure to comply with these requirements and maintain the eligibility of these Lands at all times will result in immediate and permanent termination of water service to these Lands under this Contract.

2.7 Landowner agrees that the Lands shall be bound by all current and future obligations placed upon lands within the District by Local, County, State and/or federal regulation, by the requirements of the San Luis & Delta-Mendota Water Authority and by the terms of the District's contract(s) with the United States Bureau of Reclamation.

2.8 The Landowner agrees that Lands subject to this Contract shall remain at all times in compliance with the Central Valley Regional Water Quality Control Board's Waste Discharge Requirements for Irrigated Lands.

2.9 The CVP water made available pursuant to this Contract shall be made available to the Lands from existing turnouts on the Delta-Mendota Canal licensed to the District as set forth in Exhibit A and shall be delivered in accordance with the District's Rules and Regulations, and any further restrictions provided for herein, including any requirements prescribed by the Bureau of Reclamation and San Luis & Delta-Mendota Water Authority. Any infrastructure required to move the water beyond these District turnout(s) shall be the sole

responsibility of the Landowner. To the extent that new or additional metering sites are required by the District, the cost to install, maintain and replace such meters will be borne by the Landowner and the types, locations and design of said metering site(s) shall be subject to review and prior written approval by the District.

2.10 The Landowner agrees that the District shall have access to the Lands at all times to read and verify the accuracy of water meters and to verify compliance with the terms of this Contract and District policies.

2.11 Landowner understands and agrees that, once detached, the Lands will not be eligible for District programs with terms that require the participating lands to be within the District's boundaries. For example, the Lands will not be eligible for the Agricultural Drainage Loan Program, the State Revolving Fund Loan Program and American Recovery and Reinvestment Act funding. Additionally, water supplies generated from the North Valley Regional Recycled Water Program will no longer be allocated to the Lands.

2.12 The Landowner agrees that, notwithstanding any other provision of law, the CVP water allocation for Lands removed from agricultural production shall revert back to the District for other District uses. Lands subject to this contract shall be deemed to have been removed from agricultural production if they remain unplanted as of June 1 of each Year. District water service to Lands subject to this contract that remain unplanted and/or unfarmed for a period of up to two Years shall be terminated permanently.

2.13 The Landowner understands and agrees that any additional metering sites or modifications of shared delivery systems beyond the Delta-Mendota Canal turnout serving the Lands and any neighboring parcels not detached from the District will be borne by the Landowner, at such time as may be required.

### **ARTICLE 3. WATER PAYMENT**

3.1 Water Availability Charges, Assessments and Other Non-Consumptive Charges. The Lands shall be subject to all then current District water availability charges, assessments, stand-by charges or other costs or charges which would be levied against the Lands had they not detached from the District, with the exception of the Contract Conversion Assessment, which shall be paid in full concurrent with the execution of this contract.

3.2. Contract Administration Charges. Landowner shall reimburse the District for all costs reasonably attributable to the development and ongoing administration of this Contract, including any additional costs or charges as may be incurred by the District for providing water service outside of the District's boundaries.

3.3 Water Use Charges. Landowner shall pay to the District all consumptive water use charges prescribed in the Rules and Regulations.

3.4 Delinquency Penalty. Each of said charges specified in Section 3.1, 3.2 and 3.3 shall become delinquent 30 days after becoming due and payable, in which case water service to the Lands shall be terminated and, a penalty of 10% shall be assessed, and interest thereafter shall accrue at a rate of 1% per month, unless a higher rate is authorized by California Water Code.

3.5 Water Service Termination Due to Delinquency. In addition to the penalties provided for in Section 3.4, upon becoming delinquent the Landowner will be provided a notice of the violation. If payment is not received within 10 days of the notice's mailing, this Contract shall be terminated to the extent that it provides that the Lands may receive agricultural water service.

3.6 Consent to Rates, Charges and Assessments. Notwithstanding any provision of law, the Landowner waives any and all statutory or constitutional requirements for establishing, assessing and levying the charges prescribed in Section 3.1, 3.2 and/or 3.3 and consents to the rates, charges and assessments prescribed in Section 3.1, 3.2 and 3.3 of this Contract.

#### **ARTICLE 4. TERM, TERMINATION AND AMENDMENT OF CONTRACT**

4.1 Effective Date. This Contract shall become effective upon recordation by Stanislaus County LAFCO of a Certificate of Completion providing for detachment of the Lands from the District.

4.2 Year to Year Term. Unless otherwise terminated in accordance with the provisions herein. This Contract shall be year to year.

4.3 Termination of Contract. Any violation of the District's Rules and Regulations or the terms of this Contract or duly adopted District policies shall justify the District's immediate and permanent termination of water service under this Contract. When it is practicable to do so, advance notice of any such termination of water service will be furnished to landowner/wateruser.

4.4 Amendment of Contract. Exhibit A to this Contract shall be amended to reflect the removal of those Lands from agricultural water service by the District if and to the extent that Land is taken out of agricultural production as provided for in Section 2.10. Notwithstanding the foregoing, this amendment shall only be accomplished if said Lands have paid all charges provided for in this Contract prior to the amendment. Landowner shall be solely

responsible for all costs associated with the amendment. Failure or delay in paying these charges and costs shall be grounds for the termination of water service to all Lands subject to this Contract.

## ARTICLE 5. LIEN AND ASSIGNMENT

5.1 Landowner and District do hereby declare that the agricultural water to be furnished under this Contract is intended to form a part of the appurtenances to the Land described in Exhibit A of this Contract, and that such water is a direct benefit to said Lands. Landowner covenants that he/she/they will pay all charges and assessments levied on the Lands by the District. This Contract shall run with and be binding upon the Land described in Exhibit A hereto. In executing this Contract and in furtherance of Water Code Section 35422.5, Landowner does expressly and willingly create a lien upon such Land described in Exhibit A to secure the obligations of the Landowner under this Contract. Said lien shall bind such Land despite any transfer, hypothecation or alienation thereof. Furthermore, as prescribed by Water Code Section 35422.5, the lien on the Land described in Exhibit A hereto is in the nature of an assessment lien and may be collected and enforced in a manner provided in Division 13 of the California Water Code for collection and enforcement of assessments, and shall have the full force, effect, and priority of an assessment lien.

5.2 The provisions of this Contract shall apply to and bind the successors and assigns of the Landowner. Nothing in this Contract shall be construed as affecting in any manner the Landowners right to transfer or assign ownership of the Lands described in Exhibit A hereto, subject, however, to the lien and obligations herein established. In the event a portion of the Land subject to this Contract is conveyed, the entitlement to receive water pursuant to this Contract shall be allocated pro-rata in accordance with the acreage transferred. The costs for amendments required by such transfer or assignment of ownership shall be solely born by the Landowner.

## ARTICLE 6. GENERAL

### 6.1 Indemnification of District.

(a) The parties understand and agree that the water service provided for in this Contract is unique and at the express request of the Landowner. Therefore, in the event of any threatened or actual breach of this Contract by the District, the Landowner's sole remedy shall be injunctive relief seeking specific performance. In addition, it is understood and agreed that if a third party challenges the District's right to provide the water service set forth in this Contract to the subject Lands, the defense of said action shall be the sole responsibility of the Landowner and the Landowner shall indemnify and defend the District in said action from and against any and all awards of damages or fees with Counsel of the District's choice.

(b) Landowner does hereby indemnify and shall assume the defense of and hold harmless the District and its officers, consultants, agents and employees from any and all loss, damage, liability, claims and/or cause of action of every nature whatsoever, for the damage to and/or destruction of property, including without limitation, the District property, or for the injury to or death of persons, in any manner arising out of or incidental to the control, carriage, handling, use, disposal, or distribution of water beyond the turnout from the Delta-Mendota Canal.

6.2 Notices. All Notices given hereunder shall be transmitted in writing to the addresses below or to such other address in the State of California as a party may designate by written notice to the other party:

If to District:	Ms. Anthea G. Hansen P. O. Box 1596 Patterson, CA 95363
-----------------	---

If to Landowner	Schali Living Trust 915 Sycamore Ave. Patterson, CA 95363
-----------------	---

6.3 Waiver of Rights. Any waiver or claim of waiver at any time by either party to this Contract of its rights with respect to a default, or any other matter arising in connection with this Contract, shall not be deemed to be a waiver with respect to any subsequent default or matter.

6.4 Remedies Not Exclusive. Except as otherwise expressly provided herein, nothing contained in this Contract shall be construed as in any manner abridging, limiting or depriving the District of any means of enforcing any remedy, either at law or in equity, for the breach of any of the provisions hereof which it would otherwise have.

6.5 Opinions and Determinations. Where the terms of this Contract or the then applicable District Rules and Regulations provide for an action to be based upon the opinion or determination of the District or its representative, whether or not stated to be conclusive, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious or unreasonable opinions or determinations.

6.6 Captions Merely Descriptive. Captions accompanying sections of this Contract are for convenience of reference and do not form a part of this Contract.

6.7 Singular includes Plural. Where appropriate in this Contract, words used in the singular shall include the plural and words used in the masculine shall include the feminine or any entity.

6.8 Choice of Laws/Venue. The laws of the State of California shall govern this Contract and it shall be deemed to have been executed in Stanislaus County.

6.9 Entire Agreement. This Contract contains the entire understanding between the parties hereto and supersedes any prior oral or written agreement between the parties regarding matters which are the subject hereof. Neither such principles of interpretation nor the express language herein shall be impaired or adversely affected by the language of any prior discussion, form and/or draft of this Contract or any other documents related hereto.

6.10 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

6.11 Amendments. This Contract may only be modified or amended by a written and executed agreement.

6.12 Contract Jointly Drafted. In the event of an ambiguity or question of intent or interpretation, this Contract shall be construed as if jointly drafted, and no presumption or burden shall arise favoring or disfavoring any party.

6.13 Post-Contract Cooperation. Following execution of this Contract, the parties agree to act in good faith to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Contract.

Date of execution: \_\_\_\_\_, 2024.

**LANDOWNER**

**DEL PUERTO WATER DISTRICT**

By: \_\_\_\_\_  
Fritz Schali, Trustee  
Schali Living Trust

By: \_\_\_\_\_  
William M. Koster, President

By: \_\_\_\_\_  
Donna Schali, Trustee  
Schali Living Trust

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**EXHIBIT A**

Land subject to this Water Service Contract:

<u>Assessor's Parcel Number</u>	<u>Irrigable Acreage</u>	<u>Existing DMC Turnout(s)</u>
021-091-008	35	41.03L/41.53L

LEGAL DESCRIPTION

PARCEL ONE:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 35,  
TOWNSHIP 5 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND  
MERIDIAN, LYING EASTERLY OF THE EASTERLY LINE OF THE  
PROPERTY CONVEYED TO THE UNITED STATES OF AMERICA, BY DEED  
RECORDED JUNE 22, 1948, IN VOL. 942 OF OFFICIAL RECORDS,  
AT PAGE 160, AS DOCUMENT NO  
133446.

PARCEL TWO:

THE EAST 25 FEET OF THE NORTHEAST QUARTER OF SECTION 35,  
TOWNSHIP 5 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

Del Puerto Water District

P. O. Box 1596  
Patterson, CA 95363

# INVOICE

DATE	NUMBER
6/19/2024	57415

BILL TO
FRITZ SCHALI 14619 SYCAMORE AVE. PATTERSON, CA 95363

MAIL TO
DEL PUERTO WATER DISTRICT P. O. BOX 1596 PATTERSON, CA 95363-1596

TERMS	DUE DATE
Due on receipt	6/19/2024

ITEM	DESCRIPTION	QTY/AF	RATE	AMOUNT
Contract Conversion	Contract Conversion Assessment Years 5 thru 15	11	875.00	9,625.00
			<b>Total</b>	\$9,625.00

29

Blank

V.C.

**RECORDING REQUESTED BY &  
FOR THE BENEFIT OF:**

DEL PUERTO WATER DISTRICT

**AFTER RECORDING MAIL TO:**

DEL PUERTO WATER DISTRICT  
P. O. Box 1596  
Patterson, CA 95363

DRAFT

Enter Pursuant to Water Code Section 35422.5 - **RECORD AS LIEN ON REAL PROPERTY**

**CONTRACT BETWEEN  
DEL PUERTO WATER DISTRICT  
AND  
EAGLE VALLEY INVESTMENTS, A CALIFORNIA CORPORATION  
FOR WATER SERVICE ON CERTAIN LANDS  
WHICH HAVE DETACHED FROM THE DISTRICT**

This Water Service Contract and Record of Lien on Real Property is entered into on the date set forth below in accordance with the powers granted pursuant to Division 13 of the California Water Code, between Del Puerto Water District, a California Water District organized under the provision of Division 13 of the California Water Code (hereinafter referred to as "District"), and the undersigned Landowner, Eagle Valley Investments, a California Corporation (hereinafter referred to as "Landowner").

**RECITALS**

- A. The Landowner owns the Lands set forth in Exhibit A which is attached hereto and hereby incorporated herein.
- B. Historically, the Lands set forth in Exhibit A received agricultural water service from the District as those lands were within the District's Boundaries.
- C. As part of a long term plan to develop these Lands for non-agricultural uses, the Landowner has sought to detach these lands from the District.
- D. The Landowner desires to continue receiving agricultural water service from the District to these Lands subsequent to their detachment as long as they are still being put to agricultural use.

E. The District is willing to provide such agricultural water service to these detached Lands under the terms set forth and/or incorporated herein.

F. The agricultural water service to be provided under the terms of this Contract is consistent with the action(s) of the Stanislaus County Local Agency Formation Commission (LAFCO) per Resolution 2023-08 dated July 26, 2023.

NOW, THEREFORE, it is agreed between the parties to this Contract as follows:

## TERMS AND CONDITIONS

### ARTICLE 1. DEFINITIONS

1.1 Board of Directors shall mean the body duly elected or appointed as the Board of Directors of the Del Puerto Water District.

1.2 District shall mean the Del Puerto Water District.

1.3 Land or Lands shall mean those Lands set forth in Exhibit A which is attached hereto and hereby incorporated herein.

1.4 Landowner shall mean that person and/or entity owning the Land(s) set forth in Exhibit A that has executed this Water Service Contract.

1.5 Rules and Regulations shall mean the Rules and Regulations for Water Service as promulgated by the Board of Directors of the District and as may be amended from time to time.

1.6 Water Service Contract and/or Contract shall mean this agreement between the District and the Landowner.

1.7 Year or Years shall mean the 12-month period from and including March 1 of each year through the last day of February of the following year.

### ARTICLE 2. WATER SUPPLY AND DELIVERY

2.1 The quantity of Central Valley Project (CVP) water made available in any given Year to the Lands and the conditions placed upon its delivery shall be equal to the quantity and the same conditions which would have applied in accordance with the District's Rules and Regulations had the Lands not been detached from the District. Notwithstanding the foregoing,

to the degree that this Contract provides more restrictive terms or conditions, those more restrictive terms and/or conditions shall have precedent.

2.2 In order to be eligible to receive CVP water service under this Contract, the Lands and Landowner must not be in default or in violation of any term in this Contract or the District's Rules and Regulations or duly adopted District Policies.

2.3 With the exception of any further restrictions provided for herein, eligibility to receive CVP water service shall be determined in the same manner as if those lands had not detached from the District.

2.4 The CVP water supplies allocated to serve these Lands are for agricultural use only on these Lands and are not transferrable to any other lands outside of this ownership or which are not subject to this Contract.

2.5 Lands served by this Contract are eligible for other supplemental water supplies made available by the District under separate annual policies, programs and/or contracts after it has been determined that all in-District requests for such supplies have been met.

2.6 Lands served by this Contract are subject to federally mandated eligibility and reporting requirements and Landowner must at all times maintain and demonstrate eligibility under and compliance with current Reclamation Law. In addition to potential federal enforcement actions, failure to comply with these requirements and maintain the eligibility of these Lands at all times will result in immediate and permanent termination of water service to these Lands under this Contract.

2.7 Landowner agrees that the Lands shall be bound by all current and future obligations placed upon lands within the District by Local, County, State and/or federal regulation, by the requirements of the San Luis & Delta-Mendota Water Authority and by the terms of the District's contract(s) with the United States Bureau of Reclamation.

2.8 The Landowner agrees that Lands subject to this Contract shall remain at all times in compliance with the Central Valley Regional Water Quality Control Board's Waste Discharge Requirements for Irrigated Lands.

2.9 The CVP water made available pursuant to this Contract shall be made available to the Lands from existing turnouts on the Delta-Mendota Canal licensed to the District as set forth in Exhibit A and shall be delivered in accordance with the District's Rules and Regulations, and any further restrictions provided for herein, including any requirements prescribed by the Bureau of Reclamation and San Luis & Delta-Mendota Water Authority. Any infrastructure required to move the water beyond these District turnout(s) shall be the sole

responsibility of the Landowner. To the extent that new or additional metering sites are required by the District, the cost to install, maintain and replace such meters will be borne by the Landowner and the types, locations and design of said metering site(s) shall be subject to review and prior written approval by the District.

2.10 The Landowner agrees that the District shall have access to the Lands at all times to read and verify the accuracy of water meters and to verify compliance with the terms of this Contract and District policies.

2.11 Landowner understands and agrees that, once detached, the Lands will not be eligible for District programs with terms that require the participating lands to be within the District's boundaries. For example, the Lands will not be eligible for the Agricultural Drainage Loan Program, the State Revolving Fund Loan Program and American Recovery and Reinvestment Act funding. Additionally, water supplies generated from the North Valley Regional Recycled Water Program will no longer be allocated to the Lands.

2.12 The Landowner agrees that, notwithstanding any other provision of law, the CVP water allocation for Lands removed from agricultural production shall revert back to the District for other District uses. Lands subject to this contract shall be deemed to have been removed from agricultural production if they remain unplanted as of June 1 of each Year. District water service to Lands subject to this contract that remain unplanted and/or unfarmed for a period of up to two Years shall be terminated permanently.

2.13 The Landowner understands and agrees that any additional metering sites or modifications of shared delivery systems beyond the Delta-Mendota Canal turnout serving the Lands and any neighboring parcels not detached from the District will be borne by the Landowner, at such time as may be required.

### **ARTICLE 3. WATER PAYMENT**

3.1 Water Availability Charges, Assessments and Other Non-Consumptive Charges. The Lands shall be subject to all then current District water availability charges, assessments, stand-by charges or other costs or charges which would be levied against the Lands had they not detached from the District, with the exception of the Contract Conversion Assessment, which shall be paid in full concurrent with the execution of this contract.

3.2. Contract Administration Charges. Landowner shall reimburse the District for all costs reasonably attributable to the development and ongoing administration of this Contract, including any additional costs or charges as may be incurred by the District for providing water service outside of the District's boundaries.



3.3 Water Use Charges. Landowner shall pay to the District all consumptive water use charges prescribed in the Rules and Regulations.

3.4 Delinquency Penalty. Each of said charges specified in Section 3.1, 3.2 and 3.3 shall become delinquent 30 days after becoming due and payable, in which case water service to the Lands shall be terminated and, a penalty of 10% shall be assessed, and interest thereafter shall accrue at a rate of 1% per month, unless a higher rate is authorized by California Water Code.

3.5 Water Service Termination Due to Delinquency. In addition to the penalties provided for in Section 3.4, upon becoming delinquent the Landowner will be provided a notice of the violation. If payment is not received within 10 days of the notice's mailing, this Contract shall be terminated to the extent that it provides that the Lands may receive agricultural water service.

3.6 Consent to Rates, Charges and Assessments. Notwithstanding any provision of law, the Landowner waives any and all statutory or constitutional requirements for establishing, assessing and levying the charges prescribed in Section 3.1, 3.2 and/or 3.3 and consents to the rates, charges and assessments prescribed in Section 3.1, 3.2 and 3.3 of this Contract.

#### ARTICLE 4. TERM, TERMINATION AND AMENDMENT OF CONTRACT

4.1 Effective Date. This Contract shall become effective upon recordation by Stanislaus County LAFCO of a Certificate of Completion providing for detachment of the Lands from the District.

4.2 Year to Year Term. Unless otherwise terminated in accordance with the provisions herein. This Contract shall be year to year.

4.3 Termination of Contract. Any violation of the District's Rules and Regulations or the terms of this Contract or duly adopted District policies shall justify the District's immediate and permanent termination of water service under this Contract. When it is practicable to do so, advance notice of any such termination of water service will be furnished to landowner/wateruser.

4.4 Amendment of Contract. Exhibit A to this Contract shall be amended to reflect the removal of those Lands from agricultural water service by the District if and to the extent that Land is taken out of agricultural production as provided for in Section 2.10. Notwithstanding the foregoing, this amendment shall only be accomplished if said Lands have paid all charges provided for in this Contract prior to the amendment. Landowner shall be solely

responsible for all costs associated with the amendment. Failure or delay in paying these charges and costs shall be grounds for the termination of water service to all Lands subject to this Contract.

## ARTICLE 5. LIEN AND ASSIGNMENT

5.1 Landowner and District do hereby declare that the agricultural water to be furnished under this Contract is intended to form a part of the appurtenances to the Land described in Exhibit A of this Contract, and that such water is a direct benefit to said Lands. Landowner covenants that he/she/they will pay all charges and assessments levied on the Lands by the District. This Contract shall run with and be binding upon the Land described in Exhibit A hereto. In executing this Contract and in furtherance of Water Code Section 35422.5, Landowner does expressly and willingly create a lien upon such Land described in Exhibit A to secure the obligations of the Landowner under this Contract. Said lien shall bind such Land despite any transfer, hypothecation or alienation thereof. Furthermore, as prescribed by Water Code Section 35422.5, the lien on the Land described in Exhibit A hereto is in the nature of an assessment lien and may be collected and enforced in a manner provided in Division 13 of the California Water Code for collection and enforcement of assessments, and shall have the full force, effect, and priority of an assessment lien.

5.2 The provisions of this Contract shall apply to and bind the successors and assigns of the Landowner. Nothing in this Contract shall be construed as affecting in any manner the Landowners right to transfer or assign ownership of the Lands described in Exhibit A hereto, subject, however, to the lien and obligations herein established. In the event a portion of the Land subject to this Contract is conveyed, the entitlement to receive water pursuant to this Contract shall be allocated pro-rata in accordance with the acreage transferred. The costs for amendments required by such transfer or assignment of ownership shall be solely born by the Landowner.

## ARTICLE 6. GENERAL

### 6.1 Indemnification of District.

(a) The parties understand and agree that the water service provided for in this Contract is unique and at the express request of the Landowner. Therefore, in the event of any threatened or actual breach of this Contract by the District, the Landowner's sole remedy shall be injunctive relief seeking specific performance. In addition, it is understood and agreed that if a third party challenges the District's right to provide the water service set forth in this Contract to the subject Lands, the defense of said action shall be the sole responsibility of the

Landowner and the Landowner shall indemnify and defend the District in said action from and against any and all awards of damages or fees with Counsel of the District's choice.

(b) Landowner does hereby indemnify and shall assume the defense of and hold harmless the District and its officers, consultants, agents and employees from any and all loss, damage, liability, claims and/or cause of action of every nature whatsoever, for the damage to and/or destruction of property, including without limitation, the District property, or for the injury to or death of persons, in any manner arising out of or incidental to the control, carriage, handling, use, disposal, or distribution of water beyond the turnout from the Delta-Mendota Canal.

6.2 Notices. All Notices given hereunder shall be transmitted in writing to the addresses below or to such other address in the State of California as a party may designate by written notice to the other party:

If to District: Ms. Anthea G. Hansen  
P. O. Box 1596  
Patterson, CA 95363

If to Landowner Eagle Valley Investments, a California Corp.  
515 Keystone Blvd.  
Patterson, CA 95363

6.3 Waiver of Rights. Any waiver or claim of waiver at any time by either party to this Contract of its rights with respect to a default, or any other matter arising in connection with this Contract, shall not be deemed to be a waiver with respect to any subsequent default or matter.

6.4 Remedies Not Exclusive. Except as otherwise expressly provided herein, nothing contained in this Contract shall be construed as in any manner abridging, limiting or depriving the District of any means of enforcing any remedy, either at law or in equity, for the breach of any of the provisions hereof which it would otherwise have.

6.5 Opinions and Determinations. Where the terms of this Contract or the then applicable District Rules and Regulations provide for an action to be based upon the opinion or determination of the District or its representative, whether or not stated to be conclusive, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious or unreasonable opinions or determinations.

6.6 Captions Merely Descriptive. Captions accompanying sections of this Contract are for convenience of reference and do not form a part of this Contract.

6.7 Singular includes Plural. Where appropriate in this Contract, words used in the singular shall include the plural and words used in the masculine shall include the feminine or any entity.

6.8 Choice of Laws/Venue. The laws of the State of California shall govern this Contract and it shall be deemed to have been executed in Stanislaus County.

6.9 Entire Agreement. This Contract contains the entire understanding between the parties hereto and supersedes any prior oral or written agreement between the parties regarding matters which are the subject hereof. Neither such principles of interpretation nor the express language herein shall be impaired or adversely affected by the language of any prior discussion, form and/or draft of this Contract or any other documents related hereto.

6.10 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

6.11 Amendments. This Contract may only be modified or amended by a written and executed agreement.

6.12 Contract Jointly Drafted. In the event of an ambiguity or question of intent or interpretation, this Contract shall be construed as if jointly drafted, and no presumption or burden shall arise favoring or disfavoring any party.

6.13 Post-Contract Cooperation. Following execution of this Contract, the parties agree to act in good faith to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Contract.

Date of execution: \_\_\_\_\_, 2024.

**LANDOWNER**

**DEL PUERTO WATER DISTRICT**

By: \_\_\_\_\_  
Larry Buehner, Chief Executive Officer  
Eagle Valley Investments, a California Corp.

By: \_\_\_\_\_  
William M. Koster, President

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EXHIBIT A

Land subject to this Water Service Contract:

<u>Assessor's Parcel Number</u>	<u>Irrigable Acreage</u>	<u>Existing DMC Turnout(s)</u>
021-091-007	33	41.03L/41.53L

## LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN 'THE UNINCORPORATED AREA, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

All that portion of the Southeast quarter of Section 35, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Commencing at the Northeast corner of said Southeast quarter of Section 35; thence North 89° 08' 00" West along the North line of said Southeast quarter, a distance of 25.00 feet to the TRUE POINT OF BEGINNING; thence continuing North 89° 08' 00" West along said North line, a distance of 1727.30 feet, more or less, to the Easterly line of the property conveyed to the United States of America, by Deed recorded June 22, 1948 in Volume 942 of Official Records, at Page 160, as Document No. 133446, Stanislaus County Records; thence South 24° 59' 00" East along said Easterly line, a distance of 1319.50 feet; thence continuing along the Easterly line of said United States of America property, South 12° 19' 00" East, a distance of 28.79 feet to a line that lies 1215.50 feet South of and parallel with said North line of the Southeast quarter of Section 35; thence South 89° 08' 00" East along last said line, a distance of 1147.18 feet to a line that lies 25.00 feet West of and parallel with the East line of said Southeast quarter; thence North 00° 47' 00" East along last said line, a distance of 1215.50 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of said land described as Exhibit "A" Zone 2 Water Tank Site, in the "Agreement for the Dedication of land and Easements and for the Construction of a Water Tank, Access Road, Drainage Improvements and for Sewer Service", recorded February 11, 2005, as Instrument No. 2005-0024566-00, Stanislaus County Records, described as follows:

All that portion of the Southeast quarter of Section 35, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Commencing at the Northeast corner of said Southeast quarter of Section 35; thence North 89° 46' 37" West along the North line of said Southeast quarter, a distance of 1,723.60 feet to the Easterly line of the property conveyed to the United States of America, by Deed recorded June 22, 1948 in Volume 942 of Official Records, at Page 160, as Document No. 133446, Stanislaus County Records and the TRUE POINT OF BEGINNING; thence South 25° 34' 37" East along said Easterly line, a distance of 327.66 feet to a line that lies 295.00 feet South of and parallel with the said North line of the Southeast quarter of Section 35; thence along said line South 89° 46' 37" East, a distance of 140.00 feet; thence North 00° 13' 23" East, a distance of 295.00 feet to said North line; thence North 89° 46' 37" West along said North line, a distance of 282.61 feet to the point of beginning.

ALSO EXCEPTING THEREFROM all that portion conveyed to the City of Patterson, a Municipal corporation, by Grant Deed recorded April 21, 2006, as Instrument No. 2006-0060135-00, Stanislaus County Records, more particularly described as follows:

All that portion of the Southeast quarter of Section 35, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Commencing at the Northeast corner of said Southeast quarter of Section 35; thence, North 89° 08' 00" West, along the North line of said Southeast quarter, a distance of 25.00 feet to a point therein; thence continuing North 89° 08' 00" West along said North line, a distance of 300.00 feet to the TRUE POINT OF BEGINNING; thence continuing North 89° 08' 00" West along said North line, a distance of 522.72 feet; thence, South 00° 47' 00" West, parallel with the East line of said Southeast quarter, a distance of 500.00 feet to a point therein; thence, South 89° 08' 00" East, parallel with said North line, a distance of 52232 feet to a point therein; thence, North 00° 47' 00" East, parallel with said East line, a distance of 500,00 feet to the point of beginning.

APN: 021-091-007

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Del Puerto Water District

P. O. Box 1596  
Patterson, CA 95363

# INVOICE

DATE	NUMBER
6/19/2024	57416

BILL TO
EAGLE VALLEY INVESTMENTS P.O. BOX 1047 PATTERSON, CA 95363

MAIL TO
DEL PUERTO WATER DISTRICT P.O. BOX 1596 PATTERSON, CA 95363

TERMS	DUE DATE
Due on receipt	6/19/2024

ITEM	DESCRIPTION	QTY/AF	RATE	AMOUNT
Contract Conversion	Contract Conversion Assessment Years 5 thru15	11	825.00	9,075.00
			<b>Total</b>	\$9,075.00

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## DEL PUERTO WATER DISTRICT

### *STAFF REPORT/ACTION ITEM REQUEST*

**BOD Meeting Date:** June 19, 2024

**Title:** Second Amended and Restated San Luis & Delta-Mendota Water Authority Joint Exercise of Powers Agreement and Actions Related Thereto

#### **Background Information:**

The Del Puerto Water District is a member of the San Luis & Delta-Mendota Water Authority ("Water Authority"). Following facilitated negotiations, the Water Authority and Friant Water Authority ("FWA") executed a Memorandum of Agreement to settle disputes between the parties. The Memorandum of Agreement led to the Water Authority, in April 2024, authorizing the execution of the "Second Amended and Restated Memorandum of Understanding Between Friant Water Authority and San Luis & Delta-Mendota Water Authority Relating to Allocation, Collection and Payment of Operation, Maintenance and Replacement Costs for Water Delivered Through Certain Central Valley Project Facilities" (the "Second Amended MOU"). The Second Amended MOU will be executed and become effective following (a) the completion of a sixty-day review of the "2024 SLDMWA OM&R Cost Recovery Plan," Exhibit B to the Second Amended MOU, by all parties with payment obligations under Article 12 of the Water Authority's Transfer Agreement, and (b) submittal to Reclamation for review and comment.

The Second Amended MOU contains provisions that necessitate amendments to the "Amended and Restated San Luis & Delta-Mendota Water Authority Joint Exercise of Powers Agreement" dated January 1, 1992 ("Amended and Restated JPA"). At its regular Board meeting on May 9, 2024, the Water Authority adopted Resolution No. 2024-529 "Resolution Authorizing Adoption of the Second Amended and Restated San Luis & Delta-Mendota Water Authority Joint Exercise of Powers Agreement and Actions Related Thereto," attached as **Attachment 1** to this memorandum.

The amendments to the Water Authority's Amended and Restated JPA will not become effective until: (a) the Second Amended MOU becomes effective, and (b) the Water Authority receives written approval from a majority of the twenty-seven Water Authority members. Accordingly, the Water Authority seeks written approval of the amendments to the Amended and Restated JPA in the form of an adopted resolution from its members.

#### **Summary of Amendments to the Water Authority's Amended and Restated JPA**

Article V.A.1. of the Second Amended MOU provides that the FWA is entitled to representation on the Water Authority's Board in that a FWA representative may vote on any action item funded in whole or in part, from any operation, maintenance, and replacement ("OM&R") fund or reserves

to which Friant Division Contractors have or will have contributed. In order to allow for FWA participation in Board meetings as described in Article V.A.1 of the Second Amended MOU, the Water Authority must amend the Amended and Restated JPA, which in its current form does not allow for such FWA participation.

On May 9, 2024, by Resolution 2024-529 (**Attachment 1**), the Water Authority Board approved amendments to the Amended and Restated JPA that, if incorporated, would create the “Second Amended and Restated San Luis & Delta-Mendota Water Authority Joint Exercise of Powers Agreement” (“Second Amended and Restated JPA”). The approved amendments to the Amended and Restated JPA are shown in redline in **Attachment 2** to this memorandum.

Article 35 of the Amended and Restated JPA states that it may be amended upon written approval by a majority of all members of the Water Authority. The Water Authority has twenty-seven member agencies, thus, adoption of the Second Amended and Restated JPA is contingent upon the Water Authority receiving written approval from at least fourteen of its member agencies.

Consistent with the proposed resolution, the Second Amended and Restated JPA will not become effective until: (a) the Second Amended MOU becomes effective, and (b) the Water Authority receives written approval from at least fourteen member agencies. Following the Second Amended and Restated JPA becoming effective, the Water Authority will comply with state filing requirements and will share a copy of the Second Amended and Restated JPA with member agencies and FWA.

**Issues for Consideration/Discussion:**

Whether to adopt Resolution Approving the Second Amended and Restated San Luis & Delta-Mendota Water Authority Joint Exercise of Powers Agreement and Actions Related Thereto providing written approval of the amendments to the Water Authority’s Amended and Restated JPA.

**Staff Recommendation:**

Staff recommends adopting the proposed resolution.

**Budget Action Requirement (if applicable):**

The budget is not impacted by the adoption of the proposed resolution.

**ATTACHMENTS**

1. Water Authority Resolution No. 2024-529 “Resolution Authorizing Adoption of the Second Amended and Restated San Luis & Delta-Mendota Water Authority Joint Exercise of Powers Agreement and Actions Related Thereto”
2. Amended and Restated JPA with redlines showing amendments that, if approved by a majority of the Water Authority members, would create the Second Amended and Restated JPA

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**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**

**RESOLUTION NO. 2024-529**

**RESOLUTION AUTHORIZING ADOPTION OF THE SECOND AMENDED AND  
RESTATED SAN LUIS & DELTA-MENDOTA WATER AUTHORITY JOINT  
EXERCISE OF POWERS AGREEMENT AND ACTIONS RELATED THERETO**

**WHEREAS**, by Resolution 1998-159 the Board of Directors of the San Luis & Delta-Mendota Water Authority (the “Board” and the “Water Authority,” respectively) authorized execution of that certain Memorandum of Understanding Between Friant Water Users Authority and the Water Authority Relating to Allocation, Collection and Payment of Operation, Maintenance & Replacement Costs for Water Delivered Through Certain Central Valley Project Facilities (the “MOU”); and

**WHEREAS**, by Resolution 2003-2017 the Board of the Water Authority authorized execution of that certain “First Amended and Restated Memorandum of Understanding Between Friant Water Users Authority and San Luis & Delta-Mendota Water Authority Relating to Allocation, Collection and Payment of Operation, Maintenance & Replacement Costs for Water Delivered Through Certain Central Valley Project Facilities,” (“First Amended MOU”) following amendment of the Agreement for the Transfer of the Operation, Maintenance and Replacement, and Certain Financial and Administrative Activities of the Delta-Mendota Canal and Related Works (the “Transfer Agreement”); and

**WHEREAS**, in 2004, the Friant Water Users Authority assigned to the Friant Water Authority (“FWA”) all of its right, title, and interest in the Friant Transfer Agreement, and FWA thereafter stood in the shoes of Friant Water Users Authority as it relates to the First Amended MOU; and

**WHEREAS**, following facilitated negotiations, in January 2024 FWA and the Water Authority reached agreement in principle and executed a Memorandum of Agreement that confirmed the general terms of proposed amendments to the First Amended MOU, settlement terms regarding the disputes, and amendments to other Water Authority and FWA governing documents; and

**WHEREAS**, following execution of the Memorandum of Agreement, FWA and the Water Authority drafted amendments to the First Amended MOU and its four exhibits in order to develop the “Second Amended and Restated Memorandum of Understanding Between Friant Water Authority and San Luis & Delta-Mendota Water Authority Relating to Allocation, Collection and Payment of Operation, Maintenance and Replacement Costs for Water Delivered Through Certain Central Valley Project Facilities” (the “Second Amended MOU”); and

**WHEREAS**, by Resolution 2024-527 the Board authorized execution of the Second Amended MOU, but indicated that the Second Amended MOU would not become effective until (a) the completion of a sixty-day review of the “2024 SLDMWA OM&R Cost Recovery Plan,” Exhibit B to the Second Amended MOU, by all parties with payment obligations under Article 12

of the Water Authority's Transfer Agreement, and (b) submittal to Reclamation for review and comment; and

**WHEREAS**, Article V.A.1. of the Second Amended MOU provides that FWA is entitled to representation on the Board in that a FWA representative may vote on any action item funded in whole or in part, from any OM&R fund or Reserves to which Friant Division Contractors have or will have contributed; and

**WHEREAS**, in order to allow for FWA participation in Board meetings as described in Article V.A.1 of the Second Amended MOU, the Water Authority must first amend the "Amended and Restated San Luis & Delta-Mendota Water Authority Joint Exercise of Powers Agreement" dated January 1, 1992 ("Amended and Restated JPA"), which in its current form does not allow for such FWA participation; and

**WHEREAS**, following Board action regarding the Second Amended MOU, Water Authority staff developed proposed amendments to the Amended and Restated JPA that if incorporated would create the "Second Amended and Restated San Luis & Delta-Mendota Water Authority Joint Exercise of Powers Agreement" ("Second Amended and Restated JPA"); and

**WHEREAS**, Article 35 of the Amended and Restated JPA states that it may be amended upon written approval by a majority of all members of the Water Authority; and

**WHEREAS**, the Board has reviewed and considered the proposed Second Amended and Restated JPA.

**NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:**

Section 1. The facts stated in the recitals above are true and correct, and the Board so finds and determines.

Section 2. The Board has reviewed and considered the Second Amended and Restated JPA, including the proposed amendments to the Amended and Restated JPA allowing for FWA representation on the Board, commensurate amendments to quorum and voting, and certain other non-substantive amendments, and hereby authorizes the adoption of the proposed Second Amended and Restated JPA.

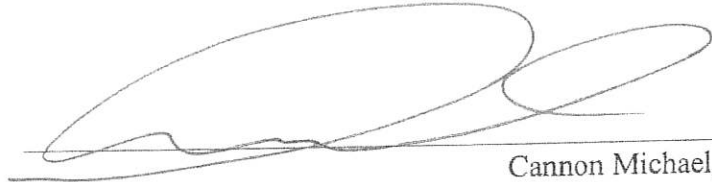
Section 3. The authorization conferred by this Resolution shall be contingent upon the (a) the Second Amended MOU becoming effective, and (b) receipt of written approval of the proposed Second Amended and Restated JPA from a majority of the twenty-seven Water Authority members.

Section 4. In the event the contingencies described in Section 3 occur, the proposed Second Amended and Restated JPA shall be adopted with no further Board action required.

Section 5. In the event one or both contingencies described in Section 3 fail to occur, the authorization conferred by this Resolution is revoked *ab initio*, and any documents executed by the Water Authority in reliance upon this Resolution or the proposed Second Amended and Restated JPA shall have no binding force or effect.

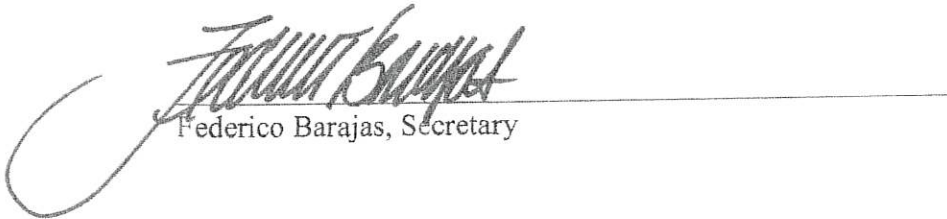
Section 6. Executive Director Federico Barajas is further authorized and directed to take all such additional actions, including without limitation, the filing of a notice of amendment with the office of the Secretary of State, as may be necessary or convenient to carry out the intention of this Resolution and the terms of the Second Amended and Restated JPA approved hereby.

**PASSED, APPROVED AND ADOPTED** this 16 day of May, 2024, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.



Cannon Michael, Chair  
San Luis & Delta-Mendota Water Authority

Attest:



Federico Barajas, Secretary

\*\*\*\*\*

I hereby certify that the foregoing Resolution No. 2024-529 was duly and regularly adopted by the Board of Directors of the San Luis & Delta-Mendota Water Authority at the meeting thereof held on the 16th day of May, 2024.



Federico Barajas, Secretary

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SAN LUIS & DELTA-MENDOTA WATER AUTHORITY



Second Amended and Restated  
Joint Exercise of Powers Agreement

Adopted: July 1, 1990

First Amendment: January 1, 1992

Second Amendment:           , 2024

**SECOND AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT  
SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**

This agreement is made and entered into as of the \_\_\_ day of MONTH, 2024, by and between the parties on the attached Exhibit A, and amends and restates the First Amended and Restated Joint Exercise of Powers Agreement made and entered into by certain of the parties on the attached Exhibit A as of the 1st day of January, 1992.

**RECITALS**

The parties to this Agreement each have and possess the power to acquire, construct, operate and maintain water and drainage works and facilities for the development and use of water resources and water rights including, without limitation, works and facilities to divert, store, pump, treat and deliver water for beneficial uses.

These activities call best be achieved through the cooperative action of the Members operating through a joint exercise of powers authority. The Members desire to create a joint exercise of powers authority to exercise those powers in common and to finance, develop, operate and maintain water supply water and drainage facilities and develop water supplies for their mutual benefit.

Each of the Members is authorized to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code (commencing with section 6500).

**COVENANTS**

In consideration of the mutual promises and covenants herein contained, the Members agree as follows:

**PURPOSE AND POWERS**



1. **Definitions.** For the purpose of this Agreement, the meaning of the terms hereinafter set forth shall be the following:

a. "Agreement" means this Amended and Restated Joint Exercise of Powers Agreement.

b. "Authority" means the "San Luis & Delta-Mendota Water Authority" formed pursuant to this Agreement.

c. "Board" or "Board of Directors" means the governing body of the Authority as established in this Agreement.

d. "Budget" means the approved budget applicable to the expenses of the Authority.

e. "Director" or "Directors" means a duly appointed member or members of the Board of Directors.

f. "Facility" or "Facilities" means any works financed, constructed, acquired, repaired, rehabilitated, operated or maintained by the Authority, including without limitation, dams, watercourses, drainage works, conduits, ditches, canals, reservoirs, tanks, pumping plants, treatment plants, hydroelectric generation, cogeneration and transmission facilities, buildings, and other structures utilized for the diversion, pumping, conveyance, control, storage, groundwater recharge, treatment, management, drainage and delivery of waters for beneficial use by Parties.

g. "Fiscal Year" means March 1 through February 28(29) or such other period as the Board of Directors shall determine.

h. "FWA Representative" means a duly appointed representative or alternate of the Friant Water Authority ("FWA").

~~h.i.~~ "Member" or "Members" means one or more of the public entities that become a signatory to this Agreement, accepting the rights, responsibilities and obligations of the Authority hereunder, including any public entity executing an addendum of the original Agreement as hereinafter provided.

i. "Project Agreement" means an agreement between and among the Authority and any of its Members or other entities (including associate members) to provide for undertaking and sharing in the cost and benefits of any authorized activity of the Authority in connection with the acquisition of capital facilities or the issuance of debt.

2. **Authority Created.** There is hereby created a public entity to be known as the “San Luis & Delta-Mendota Water Authority.” The Authority is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California. The Authority shall be a public entity separate from the Members hereto.

3. **Boundaries of the Authority.** The geographic boundaries of the Authority shall be coextensive with those of the Members.

4. **Purpose of the Agreement; Common Powers To Be Exercised.** Each Member has in common the power to study, plan for, develop, finance, acquire, construct, maintain, repair, manage, operate and control Facilities either alone or in cooperation with the United States, the State of California, or other public or private entities and provide information on water supply, water distribution, operation and management and drainage problems affecting the Members and, preserve and protect the rights and benefits of the Members in the Central Valley Project. The purpose of this Agreement is to jointly exercise some or all of the foregoing common powers, as appropriate, and for the exercise of such additional powers as may be authorized by law in the manner hereinafter set forth.

5. **Existing Facilities.** Notwithstanding anything to the contrary, the Authority shall not undertake the acquisition, operation or maintenance of any Facilities within any Member’s boundaries and shall not perform any functions currently performed by or within the powers of a Member within such Member’s boundaries, absent written consent of the Member’s governing body.

6. **Powers.** The Authority, and more specifically those Members who elect to participate in the particular project pursuant to a Project Agreement in accordance with paragraph 21, shall have the power in its own name to do any of the following:

a. To exercise the common powers of its Members to finance, develop, operate, and maintain Facilities.

b. To exercise the common powers of its Members in studying, planning and implementing ways and means to provide a reasonable and financially feasible program and plan of operation for obtaining water supplies for beneficial use within the boundaries of the Members.

c. To exercise the common powers of its Members to develop, collect, provide and disseminate to the Members, and others, including but not limited to legislative, administrative

and judicial bodies, as well as the public generally, information on water development, conservation, distribution, utilization and drainage and problems incidental thereto affecting the Members, to preserve and protect the contractual rights of the Members and to take such other actions as are incidental, necessary and convenient to such purposes.

d. To exercise the common powers of its members with respect to the management and protection of surface and groundwater supplies within the boundaries of the Authority.

e. To make and enter contracts necessary to the full exercise of its powers.

f. To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to employ such other persons as it deems necessary.

g. To acquire, construct, manage, maintain, operate and replace any Facilities.

h. To enter into agreements with the United States of America, the State of California or any other public or private entity for the provision of all or a portion of the local contribution which may be required for the construction, operation or maintenance of any Facilities.

i. To acquire, by eminent domain or otherwise, and to hold and dispose of property necessary to the full exercise of its powers.

j. To incur debts, liabilities or obligations subject to limitations herein set forth.

k. To issue bonds, notes and other indebtedness, and to enter into leases, installment sale and installment purchase contracts, all as hereinafter provided.

l. To sue and be sued in its own name

m. To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid from any agency of the United States of America, the State of California or other public or private entity necessary for the Authority's full exercise of its powers.

n. To perform all acts necessary or proper to carry out fully the purposes of this Agreement.

o. To the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws applicable to San Luis Water District.

## ORGANIZATION

7. **Membership.** The Members of the Authority shall be each public entity which has executed, or hereafter shall execute, this Agreement; or any addenda, amendment or supplement thereto and which has not, pursuant to the provisions hereof, withdrawn therefrom.

8. **Associate Members.** A mutual water company, public utility or other nonpublic entity which has the authority to exercise all or a substantial portion of the powers set forth in Paragraph 4, may become an associate member of the Authority. The terms and conditions of such associate membership and assignment to Division shall be set forth in an agreement between the Authority and the associate member.

9. **Governing Body of the Authority.**

a. The business of the Authority shall be conducted by a Board of Directors consisting of nineteen (19) directors and the FWA Representative described in subsection (f).

b. For purposes of electing directors, Members of the Authority shall be separated into five divisions as set forth in Exhibit B attached hereto, such divisions to be known as Division 1, Division 2, Division 3, Division 4 and Division 5. Members included in each Division shall select four Directors and Alternate Directors except Division 5 which shall select three Directors and Alternate Directors. Each Director and alternate Director shall be appointed or selected by the Members of the respective Division in accordance with paragraph (c) below. Each Director and Alternate Director shall be a member of a governing body of a Member, shall be on the staff of or a permanent consultant of the Member or shall otherwise be formally appointed by the governing body of the Member. One alternate director shall be selected for each Director. The names of all Directors and alternates shall be on file with the Board. An alternate shall assume all rights of the Director representing the appointing Member and shall have the authority to act in the absence of a Director or in the event that a Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Authority.

c. Directors and Alternate Directors shall be selected by Members of each Division, in accordance with Section 16 hereof, as follows:

Division 1: Division 1 shall select four Directors and four Alternate Directors by a vote of the Members in Division 1 with each Member casting one vote per acre foot

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of water contracted from the Central Valley Project for each position to be filled. No more than one Director and Alternate Director may represent a single Member.

Division 2: Division 2 shall select four Directors and four Alternate Directors by a vote of the Members in Division 2 with each member casting one vote per acre foot of water contracted from the Central Valley Project for each position to be filled. No more than two Directors and Alternate Directors may represent a single member.

Division 3: Division 3 shall select four Directors and four Alternate Directors by a vote of the Members in Division 3 with each member casting one vote per acre foot of water contracted from the Central Valley Project for each position to be filled. No more than two Directors and Alternate Directors may represent a single member.

Division 4: Division 4 shall select four Directors and four Alternate Directors by a vote of the Members in Division 4 with each member casting one vote per acre foot of water contracted from the Central Valley Project for each position to be filled. No more than two Directors and Alternate Directors may represent a single member.

Division 5: Division 5 shall select three Directors and three Alternate Directors by a vote of the Members in Division 5 with each member casting one vote per acre foot of water contracted from the Central Valley Project for each position to be filled. No more than one Director and Alternate Director may represent a single Member.

d. ~~The Authority shall on February 15, 1992 circulate a notice of available Director or Alternate Director positions on the Board to the Members of each Division requesting each member to name qualified individuals willing to serve in such position on or before March 1, 1992. Upon the conclusion of such 15-day period the Authority shall promptly prepare and circulate to Members within each Division a ballot including the slate of potential Directors and Alternates named for such Division and determine a voting date of April 2, 1992. In the event of~~

a vacancy on the Board, the Members of a Division shall fill such vacancy by election according to reasonable procedures determined by the Authority. Any Member failing to timely act shall forfeit the right to vote on such ballot. Each Director and alternate shall hold office from the first meeting of the Board after his or her election by the Division he or she represents until a successor is selected by the Division and the Division so notifies the Authority.

e. \_\_\_\_\_ A Director may receive such compensation from the Authority for services as may from time to time be established by the Board. In addition, a Director may be reimbursed for expenses incurred by such Director in the conduct of the Authority's business.

e-f. Friant Water Authority Representative and Alternate. The Authority and the Friant Water Authority ("FWA") are parties to that certain Second Amended and Restated Memorandum of Understanding Relating to Allocation, Collection, and Payment of Operation, Maintenance, and Replacement Costs for Water Delivered Through Certain Central Valley Project Facilities dated [DATE], 2024 ("Second Amended MOU"). The Second Amended MOU states that FWA will be entitled to representation on the Authority Board of Directors, in that the FWA Representative may vote on any action item funded, in whole or in part, from any OM&R fund or Reserves to which Friant Division Contractors have or will have contributed to the Authority. As such, FWA may designate a FWA director, employee, or consultant to serve as the FWA Representative and the FWA Representative Alternate on the Board. The FWA Representative may participate in discussion and vote on any Board agenda item, including closed session items, that the presiding officer determines is funded, in whole or in part, from any operation, maintenance, and replacement ("OM&R") fund or Reserves to which Friant Division Contractors have contributed. The FWA Representative will not participate in discussion or vote on Board agenda items that are not so funded or where the Authority makes express findings and provides appropriate documentation showing that the Authority will not use such funds, in whole or in part. The FWA Representative will not be counted for purposes of determining a quorum or the number of votes required to approve a Board agenda item that is not funded by Friant Division Contractors as described above. The FWA Representative's vote will have the same weight as one Director's vote. The FWA Representative will maintain his or her position relative to the Authority Board until a successor is selected by FWA and FWA so notifies the Authority.

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10. **Principal Office.** The principal office of the Authority shall be established by the Board. The Board is hereby granted full power and authority to change its principal office from one location to another in the boundaries of the Authority. Any change shall be noted by the secretary, but shall not be considered an amendment to this Agreement.

11. **Meetings.** The Board shall meet at the Authority's principal office or at such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board; a copy of such resolution shall be furnished to each Member and to FWA. Regular, adjourned and special meetings shall be called and held in the manner as provided in Chapter 9, Division 2, Title 5 of the Government Code of the State of California, the "Brown Act" (commencing at Section 54950).

12. **Quorum and Voting.** Directors representing at least a majority of the Board of Directors shall constitute a quorum for the purposes of transacting the Authority's business. Except as otherwise provided herein or by law, the vote of a majority of all the Directors present shall be required for the Authority to take action, except that the Authority shall not endorse or otherwise support any legislation or participate in any lawsuits, or administrative proceedings or other similar proceedings (except to defend the Authority) except upon the vote of 85% of the Directors present. For agenda items on which the FWA Representative may vote, the majority vote required for the Authority to take action is the majority of the group comprised of the Directors present and the FWA Representative, if present. Accordingly, the number of votes required to reach a majority may be higher for agenda items on which the FWA Representative may vote.

~~12.~~13. **Powers and Limitations Thereon.** All the power and authority of the Authority will be exercised by the Board, subject however, to the rights reserved by the Members as herein set forth; provided however, that the Board may delegate such powers and authority to the Executive Director as the Board may determine by motion, resolution or ordinance. The Board may also appoint and delegate such powers and authority to advisory or subcommittees as the Board may determine by motion, resolution or ordinance.

~~13.~~14. **Minutes.** The secretary of the Authority shall cause to be kept minutes of all meetings of the Board, and upon request, shall cause a copy of the minutes to be forwarded to each Director and to each of the Members and Associate Members hereto.

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~~14.~~15. **Rules.** The Board may adopt from time to time such bylaws, rules and regulations for the conduct of its affairs as may be required.

~~15.~~16. **Vote or Assent of Members.** The vote, assent, or approval of the Members in any matter requiring such vote, assent or approval hereunder, shall be evidenced by a certified copy of the resolution of the governing board of such Member filed with the Authority.

~~16.~~17. **Officers.** There shall be selected from the membership of the Board, a chair~~man~~ who shall be the presiding officer at all board meetings, and a vice chair~~man~~ who shall serve in the absence of the Chair~~man~~. The Chair~~man~~ and Vice Chair~~man~~ shall have the right to vote on all matters coming before the Board. In the case of a tie vote of the Board on any matter coming before it, the vote shall be deemed to have failed. The Board shall appoint a secretary who may be but is not required to be a director; the secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority. The Board shall appoint a treasurer of the Authority who shall be the depository of funds and shall have custody of all money of the Authority, from whatever source. The treasurer shall be bonded in accordance with Government Code Section 6505.1, perform the duties as specified in and in accordance with Government Code Section 6505.5, and shall draw all warrants and pay demands against the Authority approved by the Board. In addition, the Board shall have the power to appoint such additional officers as it deems necessary.

The treasurer ~~and auditor~~ shall serve at the pleasure of the Board. The chair~~man~~, vice chair~~man~~, and secretary shall hold office for a period of one year commencing the first meeting of each Fiscal Year. An office shall be declared vacant if the person serving dies, resigns, or is removed by a Division as a representative of the Division, or if the Member represented by the Director withdraws from this Agreement pursuant to any of the provisions hereof. The remaining Board shall select a successor officer to serve for the balance of the leaving officer's term. The public officer or officers or persons who have charge of any funds or securities of the Authority shall be bonded and the amount of their bond shall be designated in the applicable budget and thus fixed.

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules which apply to the activity of officers, agents, or employees of any of the Members when performing their respective functions shall apply to them to the same degree and extent while





engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Board shall be deemed by reason of their employment by the Board to be employed by any of the Members or by reason of their employment by the Board to be subject to any of the requirements of such Members.

~~17.~~18. **Executive Director.** The Executive Director of the Authority shall be the chief administrative officer of the Authority, shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board for the proper and efficient administration of the Authority as is or hereafter may be placed in his charge, or under his jurisdiction or control, pursuant to the provisions of this Agreement, or of any motion, ordinance, resolution or order of the Board. In addition to other powers and duties herein provided and notwithstanding paragraph 13 hereof, the Executive Director shall have the power:

- a. under policy direction of the Board, to plan, organize and direct all Authority activities;
- b. to appoint and to remove all Authority employees, all of whom shall serve pursuant to such terms and conditions as may be established by the Board or Executive Director, as appropriate, except as is otherwise provided by law or by this Agreement;
- c. to authorize expenditures within the designations and limitations of the approved Budget; and
- d. to make recommendations to and requests of the Board concerning all of the matters and things which are to be performed, done or carried out by said Board.

### **PLANNING**

~~18.~~19. **Planning Policy.** In keeping with the purpose of this Agreement, the Members hereby authorize and direct the Board to undertake and/or participate in such studies and planning as necessary to provide for the purposes set forth in the recitals hereto and in Paragraph 4, as well as the exercise of the powers set forth in Paragraph 6. The studies and planning shall consider the financing methods for such proposals, as well as the allocation of costs among the Parties.

### **PROJECTS**

~~19.~~20. **Projects.** Subject to Paragraph 21 hereof, the Authority's projects are intended to consist of developing, designing, rehabilitating, acquiring, constructing, financing or operating and

maintaining Facilities (including sharing in the cost of federal, state or local projects). The Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on, its own or in conjunction and cooperation with the United States, the State of California, or any other public or private entity. The Authority may also undertake such other projects as are consistent with the purposes set forth in the recitals and in Paragraph 4, as well as the exercise of the powers set forth in Paragraph 6.

~~20-21~~. **Project Agreement.** Prior to undertaking a project, the Members electing to participate in the project shall enter into a Project Agreement. Thereafter, all assets, rights, benefits and obligations attributable to the project shall be assets, rights, benefits and obligations of those Members which have entered into the Project Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Authority in regard to a particular project shall be the debts, liabilities, obligations or indebtedness of the Members who have executed the respective Project Agreement with respect thereto in accordance with the terms of such Project Agreement and shall not be the debts liabilities, obligations and indebtedness of those Members who have not executed the Project Agreement with respect thereto.

### **BUDGETS AND PAYMENTS**

~~21-22~~. **Budget.** Within 90 days after the first meeting of the Board, and thereafter prior to the commencement of each fiscal year, the Board shall adopt a Budget for the Authority for the ensuing fiscal year.

#### **22-23. Contributions for Operating Expenses:**

- a. Each Member shall make an initial contribution to pay operating expenses in an amount to be determined by the Board, and, thereafter, contributions as determined by the Board as required to fund the Budget.
- b. It is understood that upon the formation of the Authority, the Authority shall reimburse the Members for those costs incurred by them for the formation of the Authority.
- c. Contributions or advances of public funds and of personnel, supplies, equipment or property may be made to the Authority by any Member for any of the purposes of this Agreement, with the consent of the Authority. Any such advance may be made subject to repayment as agreed to by the Member and the Authority.

d. All operating costs of the Authority shall be allocated among Members in accordance with agreements entered into by the Authority and Members and policies established by the Authority consistent therewith, all to be set forth in a schedule to be attached to each budget. Only the Members who enter into a Project Agreement shall be responsible for paying the costs of the Authority allocable to such Project Agreement. The Authority may enter into activity agreements or other agreements to pay the costs of activities which benefit less than all of the Members which allocate such costs to the Members who execute such agreements.

e. It is understood that the Board may arrange for the payment of the expenses of the Authority through some other source, including but not limited to state or federal grants or loans. The Authority may not assess a Member directly for the costs for the operation and maintenance of Facilities, for the payment of administrative expenses or for the satisfaction of any liabilities imposed against the Authority in connection with such grants or loans without such Member's consent as evidenced by an Administration Agreement, activity agreement, Project Agreement or other written consent.

f. In accordance with Government Code Section 6512.1, repayment or return to the Members of all or part of any contributions made by the Members may be directed by the Board at such time, and upon such terms as may be consistent with any indebtedness incurred by the Authority. The Authority shall hold title to all funds, property and Facilities acquired by it during the term of this Agreement, unless a Project Agreement provides otherwise.

### FINANCING

~~23,24.~~ **Indebtedness.** The Board shall have the power and authority to issue bonds, notes and other indebtedness, and to execute leases, installment sale contracts or installment purchase contracts for the purposes and in accordance with procedures and requirements as permitted by law.

### ACCOUNTING AND AUDITS

~~24,25.~~ **Accounting Procedures.** Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the state of California for like public entities. In particular, the Authority's treasurer

shall comply strictly with requirements of the statute governing joint powers agencies, Chapter 5, Division 7, Title 1 of the Government Code commencing at Section 6500.

~~25-26.~~ **Audit.** The records and accounts of the Authority shall be audited annually and copies of such audit reports shall be filed with the State Controller and each Member within six months of the end of the fiscal year under examination.

### **PROPERTY RIGHTS**

~~26-27.~~ **Authority Facilities.** All Facilities constructed or acquired by the Authority shall be held in the name of the Authority for the benefit of the membership of the Authority in accordance with the terms of this Agreement, unless a Project Agreement provides otherwise.

~~27-28.~~ **Liabilities.** The debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and not of the Members to this Agreement, except as may otherwise be expressly set forth in a Project Agreement or activity agreement or as provided in Paragraph 23.

### **LIABILITY OF BOARD**

~~28-29.~~ Except as otherwise provided in this Agreement, the funds of the Authority shall be used to defend, indemnify and hold harmless the Authority and any Director and the FWA Representative for their actions taken within the scope of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such coverage as is hereinabove set forth.

### **RESCISSION, TERMINATION, WITHDRAWAL, ASSIGNMENT**

~~29-30.~~ **Term.** The Authority shall continue until this Agreement is rescinded or terminated as herein provided.

~~30-31.~~ **Rescission or Termination.** This Agreement may be rescinded and the Authority terminated by unanimous written consent of the Members, except during the outstanding term of any Authority indebtedness. Nothing in this Agreement shall prevent the Members from entering into other joint exercise of power agreements.

~~31-32.~~ **Disposition of Property Upon Termination.** Upon termination of this Agreement, any surplus funds on hand shall be returned to the then Members in proportion to the

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contributions made. The Board shall first offer any Facilities, rights and interests of the Authority for sale to the Members for good and adequate consideration. If no such sale is consummated, the Board shall offer such Facilities, rights and interests of the Authority for sale to any governmental agency, or other entity for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to the contributions made. If no such sale is consummated, then the Facilities, rights and interests of the Authority shall be allocated to the Members in the same manner as the allocation of the net proceeds from a sale, unless otherwise agreed to by the Members.

~~32.33.~~ **Withdrawal.**

a. A Member may unilaterally withdraw from this Agreement without requiring termination of this Agreement, effective upon sixty days' written notice to the Authority, provided no indebtedness has been incurred under any Project Agreement to which the Member is a participant, and further provided the withdrawing Member pays or agrees to pay its share of all debts, liabilities and obligations of the Authority incurred prior to the effective date of such withdrawal other than debts, liabilities and obligations incurred pursuant to Project Agreements or activity agreements to which the Member is not a participant.

b. In the event the withdrawing Member has any rights in any Facilities or obligations to the Authority, the Member cannot sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Authority. The Authority may not sell, lease, transfer or use any rights of a Member who has withdrawn without first obtaining the written consent of the withdrawing Member.

c. No refund or repayment of the initial commitment of funds shall be made to a Member ceasing to be a Member to this Agreement whether pursuant to this Section or any other Section of this Agreement. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, or other agreement of the Authority and withdrawing Member.

~~33.34.~~ **Admission of New Members.** It is recognized that entities, other than the original Members and Associate Members, may wish to participate in the Authority. Additional entities may become Members or Associate Members of the Authority upon such terms and conditions as

provided by the Board upon affirmative vote of a majority of all the Directors of the Authority. Upon admission, the Board shall assign a new Member to a division.

~~34.~~35. **Amendments.** This Agreement may be amended upon written approval of any amendment by a majority of all Members of the Authority.

~~35.~~36. **Assignment; Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto.

~~36.~~37. **Notice.** Any notice or instrument required to be given or delivered hereunder shall be delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the Members shall be deemed to have been received by the Member to whom the same is addressed at the expiration of 72 hours after deposit of the same in the United States Post Office.

~~37.~~38. **Counterparts.** This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

~~38.~~39. **Choice of Law.** This Agreement shall be governed by the laws of the state of California.

~~39.~~40. **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby.

~~40.~~41. **Headings.** The titles of paragraphs of this Agreement are for convenience only, and no presumption or implication of the intent of the parties as to the construction of this Agreement shall be drawn therefrom.

IN WITNESS WHEREOF, the Members have caused this Agreement to be executed as of the day and year first above-written.

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DATE: \_\_\_\_\_

\_\_\_\_\_ DISTRICT

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

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**EXHIBIT A**

**SCHEDULE OF PARTIES**

(Updated XX/XX/2024)

1. Banta-Carbona Irrigation District
2. Broadview Water District
3. Byron Bethany Irrigation District (CVPSA)
4. Central California Irrigation District
5. City of Tracy  
Columbia Canal Company (a Friend)
6. Del Puerto Water District
7. Eagle Field Water District
8. Firebaugh Canal Water District
9. Fresno Slough Water District
10. Grassland Water District
11. Henry Miller Reclamation District #2131
12. James Irrigation District
13. Laguna Water District
14. Mercy Springs Water District
15. Oro Loma Water District
16. Pacheco Water District
17. Panoche Water District
18. Patterson Irrigation District
19. Pleasant Valley Water District
20. Reclamation District 1606
21. San Benito County Water District
22. San Luis Water District
23. Santa Clara Valley Water District
24. Tranquillity Irrigation District
25. Turner Island Water District
26. West Stanislaus Irrigation District
27. Westlands Water District

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**EXHIBIT B**

**SCHEDULE OF DIVISION MEMBERSHIP**

(Updated XX/XX/2024)

**DIVISION I**

1. Banta-Carbona Irrigation District
2. Byron Bethany Irrigation District
3. City of Tracy
4. Del Puerto Water District
5. Patterson Irrigation District
6. West Stanislaus Irrigation District

**DIVISION II**

1. Panoche Water District
2. Pleasant Valley Water District
3. San Luis Water District
4. Westlands Water District

**DIVISION III**

1. Central California Irrigation District
2. Firebaugh Canal Water District
3. Grassland Water District
4. Henry Miller Reclamation District 2131  
Columbia Canal Company (Friend)

**DIVISION IV**

1. Santa Clara Valley Water District
2. San Benito County Water District

**DIVISION V**

1. Broadview Water District
2. Eagle Field Water District
3. Fresno Slough Water District
4. James Irrigation District
5. Laguna Water District
6. Mercy Springs Water District
7. Oro Loma Water District
8. Pacheco Water District

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9. Reclamation District 1606
10. Tranquillity Irrigation District
11. Turner Island Water District

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**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY  
BOARD OF DIRECTORS (Quorum = 10)**

**OFFICERS:**

**Cannon Michael, Chair  
William Bourdeau, Vice Chair  
Ray Tarka, Treasurer/Auditor  
Federico Barajas, Secretary**

**Division 1:**

David Weisenberger, Dir., Banta-Carbona ID  
Jim Thoming, Alternate, Banta-Carbona ID  
Bobby Pierce, Director, West Stanislaus ID  
Vince Lucchesi, Alternate, Patterson ID  
Anthea Hansen, Director, Del Puerto WD  
Kyle Perez, Alternate, Del Puerto WD  
Ed Pattison, Director, Byron Bethany ID  
Lea Emmons, Alternate, City of Tracy

**Division 3:**

Dan McCurdy, Director, Firebaugh CWD  
Chris White, Alternate, Firebaugh CWD  
Jarrett Martin, Director, Central California ID  
Eric Fontana, Alternate, Central California ID  
Cannon Michael, Director, Henry Miller R.D. 2131  
Mike Gardner, Alternate, Columbia CC  
Ric Ortega, Director, Grassland WD  
Ken Swanson, Alternate, Grassland WD

**Division 2:**

Ross Franson, Director, Westlands WD  
Justin Diener, Alternate, Westlands WD  
William Bourdeau, Director, Westlands WD  
Ernie Costamagna, Alternate, Westlands WD  
Beau Correia, Director, Panoche WD  
Patrick McGowan, Alternate, Panoche WD  
William Diedrich, Director, San Luis WD  
Lon Martin, Alternate, San Luis WD

**Division 4:**

John Varela, Director, Valley Water  
Aaron Baker, Alternate, Valley Water  
Richard Santos, Director, Valley Water  
Jim Beall, Alternate, Valley Water  
Joe Tonascia, Director, San Benito Co. WD  
Megan Holland, Alternate, San Benito Co. WD  
Jeff Cattaneo, Director, San Benito Co. WD  
Doug Williams, Alternate, San Benito Co. WD

**Division 5:**

Bill Pucheu, Director, Tranquillity ID  
Lance LeVake, Alternate, Pacheco WD  
Allison Febbo, Director, Broadview WD  
Kirk Teixeira, Alternate, Turner Island Water District  
Manny Amorelli, Director, James ID  
Riley Chaney, Alternate, James ID

**SLDMWA Member Agencies**

<b>Division 1/Upper DMC:</b>	Banta Carbona ID; Byron Bethany ID; City of Tracy; Del Puerto WD; Patterson ID; West Stanislaus ID
<b>Division 2/San Luis Unit:</b>	Panoche WD; Pleasant Valley WD; San Luis WD; Westlands WD
<b>Division 3/Exchange Contractors &amp; Grassland:</b>	Central California ID; Columbia Canal Company (a friend); Firebaugh Canal WD; Grassland WD; Henry Miller RD 2131
<b>Division 4/San Felipe Division:</b>	Valley Water; San Benito County WD
<b>Division 5/Lower DMC:</b>	Broadview WD; Eagle Field WD; Fresno Slough WD; James ID; Laguna WD; Mercy Springs WD; Oro Loma WD; Pacheco WD; RD 1606; Tranquillity ID; Turner Island WD

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**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY  
STANDING COMMITTEE MEMBERS**

**Water Resources Committee**

**(Quorum = 4)**

William Bourdeau, Chair  
Cannon Michael, Ex-officio  
William Bourdeau, Ex-officio

**Division 1**

Zach Maring, Member  
Anthea Hansen, Alternate

**Division 2**

Bill Diedrich, Member  
Lon Martin, Alternate

**Division 3**

Chris White, Member  
Ric Ortega, Alternate

**Division 4**

Vincent Gin, Member  
Jeff Cattaneo, Alternate

**Division 5**

Kirk Teixeira, Member  
Manny Amorelli, Alternate

**Finance & Administration Committee**

**(Quorum = 5)**

Anthea Hanson, Chair  
Cannon Michael, Ex-officio  
William Bourdeau, Ex-officio

**Division 1**

Anthea Hansen, Member  
Lea Emmons, Alternate

**Division 2**

Justin Diener, Committee Member  
Bobbie Ormonde, Alternate

**Division 3**

Chris White, Committee Member  
Jarrett Martin, Alternate

**Division 4**

Dana Jacobson, Committee Member  
Megan Holland, Alternate

**Division 5**

Bill Pucheu, Committee Member  
Manny Amorelli, Alternate

**Friant Water Authority**

Jason Phillips, Committee Member  
Wilson Orvis, Alternate



**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY  
STANDING COMMITTEE MEMBERS, cont'd**

**Operations & Maintenance Technical Committee**

**(Quorum = 6)**

Chris White, Chair

**Exchange Contractors**

Chris White, Committee Chair & Member

Jarrett Martin, Alternate

**Friant Water Users Authority**

Chris Hickernell, Member

David Dees, Alternate

**Lower DMC Area**

Jeff Bryant, Member

VACANT, Alternate

**Mendota Pool Area**

Danny Wade, Member

Ken Carvalho, Alternate

**San Felipe Area**

Gary Nagaoka, Member

Robert Haskins, Alternate

**San Luis Canal Area**

Kelly Vandergon, Member

VACANT, Alternate

Juan Cadena, Member

Lon Martin, Alternate

**SLDMWA Technical Staff**

Bob Martin, Member

Jaime McNeil, Alternate

**USBR Representative**

John Mercado, Member

Nader Noori, Alternate

**Upper DMC Area**

Bobby Pierce, Member

Paul Stearns, Alternate

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY  
STANDING COMMITTEE MEMBERS, cont'd**

**Grassland Basin Drainage Steering Committee**

**(Quorum = 3)**

David Cory, Chair

Chris Linneman, Regional Drainage Coordinator

**Camp 13 Drainers**

David Cory, Committee Chair & Member

VACANT, Alternate

**Charleston Drainage District**

Tom Teixeira, Member

VACANT, Alternate

**Panoche Drainage District**

Michael Linneman, Member

Patrick McGowan, Alternate

**Firebaugh Canal Water District**

Kevin Hurd, Member

Jeff Bryant, Alternate

**Pacheco Water District**

David Parreira, Member

Alec Smith, Alternate

**DHCCP Steering Committee**

**(Quorum = 4)**

**Division 1**

VACANT, Member

VACANT, Alternate

**Division 2**

Jose Gutierrez, Member

Bobbie Ormonde, Alternate

Lon Martin, Member/Chair

Bill Diedrich, Alternate

**Division 3**

Chris White, Member

VACANT, Alternate

**Division 4**

Richard Santos, Member

Dana Jacobson, Alternate

VACANT, Member

VACANT, Alternate

**Division 5**

VACANT, Member

Danny Wade, Alternate

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY  
STANDING COMMITTEE MEMBERS, cont'd**

**SGMA Northern Delta-Mendota Region  
Management Committee**  
(Quorum = 4)

**Del Puerto Water District**  
Anthea Hansen, Member  
Adam Scheuber, Alternate

**West Stanislaus Irrigation District**  
Bobby Pierce, Member  
Jeanne Zolezzi, Alternate

**Patterson Irrigation District**  
Vince Lucchesi, Member  
Greg Reichmuth, Alternate

**Oak Flat Water District**  
John Beltran, Member  
Anthea Hansen, Alternate

**City of Patterson**  
Maria Encinas, Member  
Fernando Ulloa, Alternate

**Stanislaus County**  
Christy McKinnon, Member  
Robert Kostlivi, Alternate

**Merced County**  
Lacey McBride, Member  
VACANT, Alternate

**SGMA Central Delta-Mendota Region Management  
Committee (Quorum = 7)**

**Eagle Field Water District**  
Randall Miles, Member  
Hugh Bennett, Alternate

**Fresno Slough Water District**  
Danny Wade, Member

Liz Reeves, Alternate

**Mercy Springs Water District**  
Brad Gleason, Member  
Juan Cadena, Alternate

**Pacheco Water District**  
Aaron Barcellos, Member  
Chase Hurley, Alternate

**Panoche Water District**  
Michael Linneman, Member  
John Bennett, Alternate

**San Luis Water District**  
Mike Wood, Member  
Steve Stadler, Alternate

**Santa Nella County Water District**  
Amy Montgomery, Member  
VACANT, Alternate

**Tranquillity Irrigation District**  
Jerry Salvador, Member  
Danny Wade, Alternate

**Fresno County**  
Brian Pacheco, Member  
Augie Ramirez, Alternate

**Merced County**  
Lacey McBride, Member  
VACANT, Alternate

**Widren Water District**  
Damian Aragona, Member  
Jean Sagousse, Alternate

**Oro Loma Water District**  
Steve Sloan, Member  
Don Devine, Alternate

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**RESOLUTION APPROVING THE SECOND AMENDED AND RESTATED SAN LUIS & DELTA-MENDOTA WATER AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT AND ACTIONS RELATED THERETO**

**WHEREAS**, Del Puerto Water District is a member of the San Luis & Delta-Mendota Water Authority (“Water Authority”) and party to the “Amended and Restated San Luis & Delta-Mendota Water Authority Joint Exercise of Powers Agreement” dated January 1, 1992 (“Amended and Restated JPA”); and

**WHEREAS**, to settle disputes with the Friant Water Authority and implement a Memorandum of Agreement reached with FWA, the Water Authority Board desires to amend the Water Authority’s Amended and Restated JPA; and

**WHEREAS**, on May 16, 2024, the Water Authority Board approved Resolution 2024-529, which authorized the adoption of proposed amendments to the Amended and Restated JPA that, if incorporated, would create the “Second Amended and Restated San Luis & Delta-Mendota Water Authority Joint Exercise of Powers Agreement” (“Second Amended and Restated JPA”); and

**WHEREAS**, pursuant to Article 35 of the Amended and Restated JPA, in order to amend the Amended and Restated JPA, a majority of all members of the Water Authority must give their written approval of the amendments; and

**WHEREAS**, the Del Puerto Water District Board of Directors has reviewed and considered the proposed Second Amended and Restated JPA.

**NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:**

Section 1. The facts stated in the recitals above are true and correct, and the Board so finds and determines.

Section 2. The Board has reviewed and considered the Second Amended and Restated JPA, including the proposed amendments to the Amended and Restated JPA allowing for FWA representation on the Board, commensurate amendments to quorum and voting, and certain other non-substantive amendments, and hereby approves the Second Amended and Restated JPA.

**PASSED, APPROVED AND ADOPTED** this 19th day of June 2024, by the Board of Directors of the Del Puerto Water District.

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William Koster, President  
DEL PUERTO WATER DISTRICT

Attest:

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Anthea G. Hansen, Secretary