

<p>A RESOLUTION OF THE BOARD OF DIRECTORS AUTHORIZING THE EXECUTION OF A TEMPORARY CONTRACT WITH THE UNITED STATES BUREAU OF RECLAMATION TO PROVIDE FOR CONVEYANCE AND STORAGE OF NON-PROJECT WATER</p>

WHEREAS, the Board of Directors of Del Puerto Water District (the “Board” and the “District”, respectively) has requested a Temporary Contract To Provide For Conveyance And Storage Of Non-Project Water in Project Facilities (“Warren Act Contract”) from the Bureau of Reclamation; and

WHEREAS, Reclamation has presented the District with Draft Contract No. XX-XX-XX-XXXX; and

WHEREAS, said Warren Act Contract will support the storage and conveyance of a Non-Project supply and District requests conveyance of said Non-Project Water utilizing Excess Capacity in the Delta-Mendota Canal and storage of said Non-Project Water utilizing Excess Capacity in the San Luis Reservoir; and

WHEREAS, the Board has reviewed and considered said Contract between Reclamation and the District which, upon execution and receipt, will be kept on file with the Secretary hereof.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED as follows:

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

Section 2. The General Manager and Secretary, or their respective designees, are hereby authorized to execute the Contract in substantially the form previously presented to the Board, subject to such revisions, additions and deletions as such executing officers may approve prior to execution, said execution to provide conclusive evidence of such approval.

Section 3. The General Manager, or his designee, is hereby authorized and directed to execute any and all additional agreements and/or other documents, and to take such additional actions as may be necessary or convenient to carry out the intent of this Resolution.

Adopted at a meeting of the Board of Directors, at Patterson, California, this 21st day of February 2024.

AYES:

NOES:

ABSENT:

William Koster, President
DEL PUERTO WATER DISTRICT

Attest:

Anthea G. Hansen, Secretary

I HEREBY CERTIFY that the foregoing is the resolution of said District as duly passed and adopted by the Del Puerto Water District, a public agency formed under the laws of the State of California, at a meeting of the Board of Directors thereof duly called and held at the office of the District on the 21st day of February 2024.

Secretary of the Board of Directors

<p>A RESOLUTION OF THE BOARD OF DIRECTORS AUTHORIZING THE EXECUTION OF A LETTER OF AGREEMENT WITH THE UNITED STATES BUREAU OF RECLAMATION FOR THE REPLACEMENT OF PROJECT USE POWER AND FEES INCURRED FOR CONVEYANCE OF GROUNDWATER IN PROJECT FACILITIES</p>

WHEREAS, the Board of Directors of Del Puerto Water District (the “Board” and the “District”, respectively) has authorized a Temporary Multi-Year Warren Act Contract (Contract No. xx-xx-xx-xxxx) that would provide for the Storage and/or Conveyance of Non-Project Water in Project-Facilities with the Bureau of Reclamation; and

WHEREAS, said requested Contract requires the District to provide advanced payment of all actual energy costs and fees incurred in the introduction, conveyance, storage and delivery of the Non-Project Water; and

WHEREAS, Reclamation has presented the District with Letter of Agreement Contract No. xx-xx-xx-xxxx (“Agreement”) to provide for full reimbursement of Reclamation’s actual costs; and

WHEREAS, said Agreement requires that the District submit to Reclamation initial deposit based on the Forecast Calculation Methodology described in said Agreement and the current years’ schedule of project schedule of deliveries; and

WHEREAS, the Board has reviewed and considered said Agreement between Reclamation and the District which, upon execution and receipt, will be kept on file with the Secretary hereof.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED as follows:

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

Section 2. The General Manager and Secretary, or their respective designees, are hereby authorized to execute the Letter of Agreement in substantially the form presented to the Board, subject to such revisions, additions and deletions as such executing officers may approve prior to execution, said execution to provide conclusive evidence of such approval.

Section 3. The General Manager, or his designee, is hereby authorized and directed to execute any and all additional agreements and/or other documents, and to take such additional actions as may be necessary or convenient to carry out the intent of this Resolution.

Adopted at a meeting of the Board of Directors, at Patterson, California, this 21st day of February 2024.

AYES:

NOES:

ABSENT:

**William Koster, President
DEL PUERTO WATER DISTRICT**

Attest:

Anthea G. Hansen, Secretary

I HEREBY CERTIFY that the foregoing is the resolution of said District as duly passed and adopted by the Del Puerto Water District, a public agency formed under the laws of the State of California, at a meeting of the Board of Directors thereof duly called and held at the office of the District on the 21st day of February 2024.

Secretary of the Board of Directors

2024-25 Agricultural Water Rate

2.8.24 Draft

Component:

	\$	Ag
Bureau Cost of Service Rate (estimate per 2024 Ratebooks)	\$	26.37
USBR O&M Rate set using a 7-year historical average (36,903 AF) Ag Service Allocation for O & M		
Authority O & M Rate	\$	22.26
Estimate based on projected actual deliveries of all water types at a 40% CVP Ag Service Allocation, 70% M&I Allocation and 100% Allocation to Refuges and Exchange/Water Rights Contractors under the ammended MOU		
Restoration Fund Rate (thru 9/30/24) (Final)	\$	13.00
Trinity Public Utilities District Assessment (to be collected thru Wtaer Mktg starting in 2024)	\$	-
Rounding Profit/(Subsidy) of Basic Rate from Rate Stabilization Fund	\$	0.37
Estimated Cost by Supply Type	\$	62.00

V.B.

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P. O. Box 1596 • Patterson, CA 95363

(209) 892-4470 • FAX: (209) 892-4469

WATER USE POLICY

WHEREAS, it is the District's intent to serve and protect the agricultural water supply interests of its landowners; and

WHEREAS, the District is a member of the DM-II Groundwater Sustainability Agency (GSA), and the Sustainable Groundwater Management Act of 2014 requires GSA's to sustainably manage groundwater in all basins designated by the Department of Water Resources ("DWR") as a medium or high priority, including the Delta-Mendota Subbasin (designated basin number 5-22.07); and

WHEREAS, it is the District's responsibility to use all proper methods to accomplish the most reasonable and beneficial use of its water supplies; and

WHEREAS, the District strives to make surface water available at a reasonable cost in all water year types; and

WHEREAS, the District has an obligation to maximize the use of water supplies other than groundwater to limit the potential negative impacts resulting from groundwater overdraft.

NOW THEREFORE, the Board of Directors has adopted the following policy statements with regard to the use of District water supplies when available:

1. Infrastructure. Where surface water is available to a parcel and the parcel has a crop in production, requisite infrastructure will be perfected by the landowner/water user to convey surface water from the DMC to the parcel.

2. Water Use. The District allocates several different types of surface water each year. These surface water types should be utilized prior to groundwater to limit drawing on the groundwater aquifer when surface water is available and to promote conjunctive use. The following shall become effective as of Water Year 2023-24:

- a. NVRWP allocations may not be turned back by a customer in the year allocated as long as the land associated with the allocation is in production. Exceptions may be granted by the District if there is sufficient CVP supply to utilize and on the condition that well water will not be used.
- b. Customers shall be required to purchase all CVP water allocated to an account up to a 75% allocation. A wateruser may elect to reduce his/her Allocated Water supply for the current water year conditioned on a certification that groundwater will not be used in lieu of the reduced allocation.

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**AGREEMENT FOR WATER TRANSFER
BETWEEN
DEL PUERTO WATER DISTRICT, LOWER TULE RIVER IRRIGATION DISTRICT,
AND HOMER LLC**

This AGREEMENT FOR WATER TRANSFER BETWEEN DEL PUERTO WATER DISTRICT, LOWER TULE RIVER IRRIGATION DISTRICT, AND HOMER LLC (“**Agreement**”) is made this 15 day of February 2024 (“**Effective Date**”), by and between the Del Puerto Water District (“**DPWD**”), Lower Tule River Irrigation District (“**LTRID**”), and Homer LLC (“**HLLC**”).

RECITALS:

- A. HLLC desires to purchase water from DPWD for banking purposes and exchange purposes pursuant to its approved, “Multiyear Banking and Transfer Program” CGB-EA-2021-052.
- B. DPWD is a contractor with the Bureau of Reclamation (“Bureau”) and is entitled to receive Central Valley Project (“CVP”) water therefrom pursuant to Contract No. 14-06-200-922-LTR 1-P and is entitled to receive L2 Refuge Ag water therefrom pursuant to Contract No. 16-WC-20-1924 between the Bureau and DPWD providing for water service.
- C. DPWD has found and determined that it can transfer from its 2023-24 supply of CVP contract water and its 2023-24 supply of L2 Refuge Ag water (“Transfer Water”) in San Luis Reservoir up to 10,000 acre-feet of Transfer Water that is temporarily surplus to the existing needs of DPWD’s customers within its boundaries.
- D. LTRID is a contractor with the Bureau and is entitled to receive CVP water pursuant to USBR Cross Valley CVP water service Contract No. 14-06-200-8237A-IR5-P between USBR and LTRID.
- E. Pursuant to the Bureau’s Finding of No Significant Impact of Cross Valley Contractors Article 5 Exchange Agreements (CGB-FONSI-2022-010), LTRID has exchange agreements and wheeling agreements with several entities that make water available to LTRID over a multi-year period.
- F. LTRID agrees to convey Transfer Water on behalf of HLLC to water banking facilities located in Kern County.

AGREEMENT

- 1. The Recitals above are incorporated in full into this Agreement.

14

2. **TERM.** This Agreement shall begin on the Effective Date and continue until April 30, 2024.

3. **AMOUNT OF WATER.** Pursuant to the terms and conditions of USBR's approval, DPWD will make available to LTRID up to 10,000 AF of 2023-24 CVP Water or 10,000 AF of 2023-24 L2 Refuge Ag Water, and initially schedule up to 5,000 AF for delivery between February 2024 and March 2024, as requested by HLLC and pursuant to a schedule approved by the USBR in coordination with DPWD, LTRID, and HLLC ("**Transfer Water**").

4. **DELIVERY AND MEASUREMENT.** The point of delivery of Transfer Water to LTRID shall be O'Neill Forebay ("**Point of Delivery**") and shall be measured by the Department of Water Resources ("**DWR**").

5. **SCHEDULING.** All releases of Transfer Water by DPWD for transfer shall be pursuant to a delivery schedule established cooperatively with DPWD, LTRID, HLLC and any necessary intermediary agencies. Such releases and deliveries shall be scheduled so that the Transfer Water is delivered to water banking facilities available to HLLC.

- a. LTRID and HLLC may request additional volumes of Transfer Water for DPWD's scheduling by providing DPWD with notice on or before February 20, 2024.
- b. LTRID and HLLC may request DPWD to reschedule volumes of Transfer Water to the 2024-25 CVP Contract Year ("**Rescheduling Period**") in San Luis Reservoir by providing DPWD with notice on or before February 20, 2024. In the event the Transfer Water is rescheduled pursuant to LTRID/HLLC's request, the Term of this Agreement shall be extended until such time as the rescheduled Transfer Water is delivered, or the Rescheduling Period has ended.

6. **COST OF WATER.** HLLC agrees to pay DPWD Fifty-Eight and 96/100 Dollars (\$58.96) for each AF of Transfer Water scheduled for delivery to HLLC at the Point of Delivery pursuant to this Agreement, for a total of up-to Five Hundred Eighty-Nine Thousand Six Hundred Dollars (\$589,600.00) ("**Purchase Price**"). In addition, other costs of the transaction contemplated by this Agreement shall be as follows:

- a. DPWD shall be responsible to pay to USBR the following charges for its CVP Water:
 - i. DPWD's applicable Contract Rate for water (currently \$35.81 per AF);
 - ii. Restoration Fund payment (currently \$13.00 per AF);
 - iii. Trinity PUD payment (currently \$0.15 per AF);
- b. HLLC will pay any additional USBR charges (including USBR rescheduling fees¹) directly to DPWD. In the event HLLC pays DPWD for Transfer Water that is not

¹ 2023-24 rescheduling fees are estimated to be approximately \$10.00 per AF.

delivered to HLLC², DPWD will reimburse HLLC for the Purchase Price and any additional charges on undelivered Transfer Water.

- c. HLLC shall be responsible for reimbursing LTRID and LTRID shall be responsible for paying any San Luis & Delta-Mendota Water Authority ("SLDMWA") charges³. HLLC shall also be responsible for paying LTRID for other costs and delivery charges⁴ as may be imposed upon the Transfer Water.
- d. HLLC shall be responsible for paying a commission directly to The Water Agency, Inc. ("TWAI"), 455 West Fir Avenue, Clovis, CA 93611. The amount of this commission is set forth in a separate agreement between HLLC and The Water Agency.

7. **PAYMENT.** After execution of this Agreement, and within ten (10) days after receipt of USBR acknowledgement and approval of the transfer contemplated herein, HLLC will deliver to DPWD payment for the quantity of any Transfer Water initially scheduled for delivery. If amounts scheduled are increased, payment for additions to the schedule shall be paid within 10 days of the schedule modification.

8. **APPROVALS.** DPWD shall be responsible for the cost of obtaining any and all approvals legally required for the delivery of Transfer Water in accordance with this Agreement.

9. **ENVIRONMENTAL REVIEW.** The parties acknowledge that they will complete any necessary reviews under the California Environmental Quality Act for the transfer that is proposed to be accomplished by this Agreement, and that Reclamation has completed the necessary reviews under the National Environmental Policy Act.

10. **CONDITIONS PRECEDENT.** The performance by parties to this Agreement is contingent upon approval of the USBR. Each party to this Agreement shall, in good faith, assist the other in obtaining all such necessary approvals, and to cooperate and assist each other in good faith in meeting such requirements of regulatory agencies as may be applicable to performance of any terms of the Agreement.

11. **RESTRICTIONS ON USE.** LTRID and HLLC agree that all Transfer Water provided by DPWD pursuant to this Agreement will be conveyed by LTRID to water banking facilities available to HLLC. LTRID agrees to confirm actual volumes of Transfer Water delivered to water banking facilities with DPWD, HLLC, and TWAI. HLLC agrees that it will put all Transfer Water to agricultural use that is reasonable and beneficial. LTRID and HLLC will maintain books and

² Excluding water lost to the Bureau's 1% evaporative loss on rescheduled water (effective April 2024 for rescheduled 2023-24 water).

³ SLDMWA's 2023-24 San Felipe Rate is \$14.46/AF. On February 9, 2024, SLDMWA held its February Board Meeting and approved its Water Year 2024 OM&R rates. Water Year 2024 OM&R water rates assume a 20% or 40% agricultural contractor allocation. Under a 20% allocation scenario, the San Felipe Rate is \$31.23/AF and under a 40% allocation scenario, the San Felipe Rate is \$26.15/AF. The 20% San Felipe rate will go into effect on March 1, 2024. However, SLDMWA staff recommends the 40% OM&R rates to become effective immediately in the event USBR increases the agricultural contractor allocation to 40% or higher.

⁴ DWR's wheeling costs to Tupman are approximately \$83.00/AF.

records with regard to the use of any and all water provided pursuant to this Agreement sufficient to enable DPWD to show proof of the reasonable and beneficial use of said water. Consistent with the provisions of Water Code Sections 475 and 1244, the parties agree that neither this transfer nor this Agreement are evidence of the availability of surplus water beyond the terms of this Agreement or lack of beneficial use of the water involved in this Agreement, and the parties will not contend otherwise.

12. NO ENTITLEMENT TO WATER. LTRID and DPWD agree that the delivery of the Transfer Water under this Agreement will not give LTRID a continued right to acquire DPWD water beyond the term of this Agreement.

13. LIMITING CONDITIONS. DPWD's obligation to deliver Transfer Water pursuant to the terms of this Agreement will, at all times, be subject and subordinate to any applicable federal and state laws and regulations now in existence and as modified from time to time ("Laws"), affecting DPWD's rights or obligations only to the extent that the Laws make it impracticable for DPWD to provide any Transfer Water.

14. WATER SUPPLY REDUCTIONS. Water supply to be delivered to LTRID and HLLC under this Agreement may be reduced by DPWD for any of the following reasons: the Limiting Conditions described in Section 13 above; failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of Transfer Water otherwise available to DPWD; and any action, legislation, ruling or determination adverse to DPWD preventing its ability to meet obligations under the Agreement and beyond the reasonable control of DPWD. DPWD will make a good faith effort to oppose such reductions, but LTRID and HLLC agree that DPWD will not be liable for reductions of supply in this Agreement due to such causes. Water supply to be delivered by DPWD under this Agreement may be reduced by LTRID or HLLC if any Limiting Condition, failure of facilities or any action, legislation, ruling or determination adverse to LTRID or HLLC prevents its ability to meet its obligations under the Agreement and beyond the reasonable control of LTRID and HLLC, or if the inability of DPWD to make the Transfer Water available during the established schedule for delivery causes the inability of LTRID or HLLC to take delivery of the Transfer Water. LTRID and HLLC will make a good faith effort to oppose such reductions and in the event of the inability of LTRID or HLLC to take the Transfer Water available during the established schedule for delivery and will work cooperatively with DPWD to accommodate any storage and delivery options available to the parties per the terms of DPWD's CVP contract. Each Party shall notify the other in writing as soon as practicable that a condition necessitating a water supply reduction has occurred, and DPWD shall refund to HLLC within thirty (30) days after such notice any part of the Purchase Price paid for Transfer Water that was paid for but which will not be delivered.

15. CAPACITY CONSTRAINTS and FORCE MAJEURE: Except as otherwise provided herein, all obligations of the parties hereto shall be suspended so long as, and to the extent that, the performance thereof or if any portion of the Transfer Water cannot be delivered or shall be prevented due to restrictions of availability of canals or banking facility capacity which are beyond the control of LTRID and HLLC, earthquakes, fires, tornadoes, facility failures, floods,

drowning, strikes, other casualties or acts of God, orders of court or governmental agencies having jurisdiction over the subject matter thereof or other events or causes beyond the control of the parties hereto. Furthermore, if water is not delivered as a result of causes listed in Sections 13, 14 or 15, DPWD shall refund to HLLC within thirty (30) days after notice of the capacity constraint of force majeure condition any amounts paid by HLLC to DPWD for each AF of Transfer Water that was paid for but which will not be delivered.

16. **INDEMNITY.** Each party shall agree to protect, defend, indemnify, and hold harmless the other party and its directors, officers, agents, employees, and consultants from and against any and all third-party losses, claims, liens, demands and causes of action of every kind and character connected with or arising directly or indirectly out of the performance or non-performance by the indemnifying party hereunder to the Agreement.

17. **ATTORNEYS' FEES & COSTS.** The prevailing party in any litigation or other action to enforce or interpret the Agreement shall be entitled to reasonable attorneys' fees, expert witness fees, costs of suit, and other and necessary disbursements in addition to any other relief deemed appropriate by a court of competent jurisdiction.

18. **THIRD-PARTY BENEFICIARIES.** This Agreement shall not create any right of interest in any non-party or in any member of the public as a third-party beneficiary.

19. **PARTIAL INVALIDITY.** If after the date of execution of the Agreement, any provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of the Agreement, such provision shall be fully severable.

20. **AUTHORITY.** Each signatory shall represent that s/he is authorized to execute the Agreement on behalf of the party for which s/he signs. Each party shall represent that it has legal authority to enter into this Agreement and to perform all obligations under the Agreement.

21. **SPECIFIC PERFORMANCE.** It is agreed by the parties hereto that in this arid region the water delivered herein is of unique value and that, in the event of breach of this Agreement, specific performance of the Agreement in accordance with its terms and conditions will be proper injunctive relief, and such injunctive relief may be sought at any time during the term of the Agreement.

22. **WAIVER OF RIGHTS.** Any waiver, at any time, by any party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, will not be deemed to be a waiver with respect to any other breach, default, or matter.

23. **NOTICES.** Any notice or communication required or permitted hereunder shall be in writing and shall be delivered personally, delivered by nationally recognized overnight courier service, or sent by certified or registered mail, postage prepaid, or sent by Electronic Transmission (subject to confirmation of such transmission). Any such notice or communication shall be deemed to have been given (i) when delivered, if personally delivered, (ii) three (3) Business Days after it is deposited with a nationally recognized overnight courier service, if sent by nationally recognized

overnight courier service, (iii) the day of sending, if sent by email prior to 5:00 p.m. (PST) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (PST) on any Business Day or on any day other than a Business Day or (iv) five (5) Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the following address or email, or to such other address or addresses or email as such party may subsequently designate to the other parties by notice given hereunder:

DEL PUERTO WATER DISTRICT

Attention: General Manager

P. O. Box 1596

Patterson, CA 95363

Phone: (209) 892-4470

Email: ahansen@delpuertowd.org

LOWER TULE RIVER IRRIGATION DISTRICT

Attention: General Manager

357 E Olive Avenue

Tipton, CA 93272

Phone: 559-686-4716

Email: elimas@ltrid.org

HOMER LLC

Attention: Chief Executive Officer

5701 Truxton Ave, Suite 201

Bakersfield, CA 93309

Phone: 661-332-1551

Email: eaverett@atlas-water.com

As used herein, “**Business Day**” means any day other than a Saturday, Sunday, or any other day on which banking institutions in the State of California are authorized by law or executive action to close.

24. **APPROVALS.** Where the terms of this Agreement provide for action to be based upon a judgment, approval, review, or determination of any party, such terms are not intended to be and will never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

25. **OTHER AGREEMENTS.**

- a. Nothing contained herein restricts DPWD from entering into other water transfer or wheeling agreements, provided such agreements do not unreasonably interfere with DPWD’s obligations to LTRID and HLLC under this Agreement.
- b. The Parties understand that for purposes of seeking regulatory and agency(ies) approvals, they shall execute separate transfer agreements for the water types described in Recital C, provided that the total quantity of Transfer Water under said transfer agreements and this

agreement shall not exceed 10,000 acre-feet. This provision shall be incorporated by reference into the separate transfer agreement.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between DPWD, LTRID, and HLLC supersedes any oral agreement, statement, or promise between them relating to the transaction described in this Agreement. Any amendment, including oral modifications, must be reduced to writing and signed by all parties to be effective.

27. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely execute counterparts will be sufficient proof of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on this day and year first mentioned above.

DEL PUERTO WATER DISTRICT

DocuSigned by:
By Anthea G. Hansen
Anthea G. Hansen, General Manager

LOWER TULE RIVER DISTRICT

DocuSigned by:
By Eric Limas
Eric Limas, General Manager

HOMER LLC

DocuSigned by:
By Eric Overett
Eric Overett, Chief Executive Officer

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**MEMORANDUM OF
AGREEMENT FOR WATER TRANSFER
OF L2 REFUGE AG WATER BETWEEN
DEL PUERTO WATER DISTRICT AND
LOWER TULE RIVER IRRIGATION DISTRICT**

This Memorandum of Agreement for Water Transfer of L2 Refuge Ag Water Between Del Puerto Water District and Lower Tule River Irrigation District (“**Memorandum**”) is made effective this 16th day of February 2024, by and between Del Puerto Water District, hereinafter referred to as “**DPWD**”, and Lower Tule River Irrigation District, hereinafter referred to as “**LTRID**.”

RECITALS:

- A. Both parties to the Agreement are self-governing public agencies of the State of California, duly formed and operating under the laws of the state, and are empowered to enter into contracts to manage the water supply available to it for the benefit of its constituents, and
- B. DPWD is a contractor with the Bureau of Reclamation (“**Bureau**”) and is entitled to receive L2 Refuge Ag (“**L2**”) water pursuant to Contract No. 16-WC-20-1924 (“**DPWD Contract**”) between the Bureau and DPWD providing for water service.
- C. LTRID is a contractor with the Bureau and is entitled to receive Central Valley Project (“**CVP**”) water pursuant to Contract No. 14-06-200-8237A-IR5-P (“**LTRID Contract**”) between the Bureau and LTRID providing for water service.
- D. On February 15, 2024 DPWD and LTRID entered into that Agreement for Water Transfer Between Del Puerto Water District, Lower Tule River Irrigation District, and Homer LLC (“**Agreement**”) pursuant to which DPWD agreed to transfer up to 10,000 acre-feet (“**AF**”) of 2023-24 water from its L2 contract to LTRID (“**Water**”). Water will be delivered to LTRID during February 2024 or, if rescheduled by DPWD, through April 30, 2024, or the termination date of USBR’s Rescheduling Period, whichever is later.

AGREEMENT

- 1. **Term.** The Agreement terminates on April 30, 2024.
- 2. **Provisions.** The Agreement Provides:

A. Pursuant to the terms and conditions of the Bureau’s approval, DPWD will make available to LTRID up to 10,000 AF of Water for delivery during the Term pursuant to a schedule approved by the Bureau in coordination with DPWD.

B. The point of delivery of Water to LTRID shall be O'Neill Forebay ("Delivery Point"). Deliveries of Water from DPWD to O'Neill Forebay shall be measured by the California Department of Water Resources ("DWR").

C. DPWD agrees to pay its Bureau rates for CVP services required to effectuate the transfer. LTRID is responsible for paying the San Luis Delta Mendota Water Authority O&M charges to move the water from Jones Pumping Plant to O'Neill Forebay. Other internal fees of the DPWD are not part of this purchase and transfer and therefore such fees, if any, are not included in this or any other agreement.

D. DPWD shall be responsible for the cost of obtaining any and all approvals legally required for the delivery of Water to LTRID. Such approvals shall be identified and agreed to by the parties within fifteen (15) days from the execution of the Agreement. Should the DPWD determine that any approvals so identified are unreasonable, in DPWD's sole and absolute discretion, DPWD shall have the right to terminate this Agreement by providing LTRID with written notice within thirty (30) days of execution of this Agreement. Should DPWD terminate this agreement, DPWD's sole remaining obligation or liability will be to refund all payments made by LTRID.

E. The performance by both parties to this Agreement is contingent upon approval of the Bureau.

IN WITNESS WHEREOF, the parties execute this Memorandum on this day and year first above mentioned.

LOWER TULE RIVER IRRIGATION DISTRICT

DEL PUERTO WATER DISTRICT

By DocuSigned by:
Eric Limas
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By DocuSigned by:
Anthea G. Hansen
09D65823B97A474...

Eric Limas, General Manager

Anthea Hansen, General Manager

**MEMORANDUM OF
AGREEMENT FOR WATER TRANSFER
OF CVP ALLOCATION BETWEEN
DEL PUERTO WATER DISTRICT AND
LOWER TULE RIVER IRRIGATION DISTRICT**

This Memorandum of Agreement for Water Transfer of CVP Allocation Between Del Puerto Water District and Lower Tule River Irrigation District (“**Memorandum**”) is made effective this 16th day of February 2024, by and between Del Puerto Water District, hereinafter referred to as “**DPWD**”, and Lower Tule River Irrigation District, hereinafter referred to as “**LTRID**.”

RECITALS:

- A. Both parties to the Agreement are self-governing public agencies of the State of California, duly formed and operating under the laws of the state, and are empowered to enter into contracts to manage the water supply available to it for the benefit of its constituents, and
- B. DPWD is a contractor with the Bureau of Reclamation (“**Bureau**”) and is entitled to receive Central Valley Project (“**CVP**”) water pursuant to Contract No. 14-06-200-922-LTR 1-P (“**DPWD Contract**”) between the Bureau and DPWD providing for water service.
- C. LTRID is a contractor with the Bureau and is entitled to receive CVP water pursuant to Contract No. 14-06-200-8237A-IR5-P (“**LTRID Contract**”) between the Bureau and LTRID providing for water service.
- D. On February 15, 2024 DPWD and LTRID entered into that Agreement for Water Transfer Between Del Puerto Water District, Lower Tule River Irrigation District, and Homer LLC (“**Agreement**”) pursuant to which DPWD agreed to transfer up to 10,000 acre-feet (“**AF**”) of 2023-24 water from its CVP contract to LTRID (“**Water**”). Water will be delivered to LTRID during February 2024 or, if rescheduled by DPWD, through April 30, 2024, or the termination date of USBR’s Rescheduling Period, whichever is later.

AGREEMENT

1. **Term**. The Agreement terminates on April 30, 2024.
2. **Provisions**. The Agreement Provides:

A. Pursuant to the terms and conditions of the Bureau’s approval, DPWD will make available to LTRID up to 10,000 AF of Water for delivery during the Term pursuant to a schedule approved by the Bureau in coordination with DPWD.

B. The point of delivery of Water to LTRID shall be O'Neill Forebay ("Delivery Point"). Deliveries of Water from DPWD to O'Neill Forebay shall be measured by the California Department of Water Resources ("DWR").

C. DPWD agrees to pay its Bureau rates for CVP services required to effectuate the transfer. LTRID is responsible for paying the San Luis Delta Mendota Water Authority O&M charges to move the water from Jones Pumping Plant to O'Neill Forebay. Other internal fees of the DPWD are not part of this purchase and transfer and therefore such fees, if any, are not included in this or any other agreement.

D. DPWD shall be responsible for the cost of obtaining any and all approvals legally required for the delivery of Water to LTRID. Such approvals shall be identified and agreed to by the parties within fifteen (15) days from the execution of the Agreement. Should the DPWD determine that any approvals so identified are unreasonable, in DPWD's sole and absolute discretion, DPWD shall have the right to terminate this Agreement by providing LTRID with written notice within thirty (30) days of execution of this Agreement. Should DPWD terminate this agreement, DPWD's sole remaining obligation or liability will be to refund all payments made by LTRID.

E. The performance by both parties to this Agreement is contingent upon approval of the Bureau.

IN WITNESS WHEREOF, the parties execute this Memorandum on this day and year first above mentioned.

LOWER TULE RIVER IRRIGATION DISTRICT

By DocuSigned by:
Eric Limas
FE8EB194F50648B...

Eric Limas, General Manager

DEL PUERTO WATER DISTRICT

By DocuSigned by:
Anthea G. Hansen
09D65823B97A474...

Anthea Hansen, General Manager

THURSDAY, FEBRU

PUBLIC NOTICE

PUBLIC NOTICE

Please take notice that the Del Puerto Water District (DPWD) contemplates transferring or exchanging for return up to 25,000 acre-feet of its Central Valley Project ("CVP") water supply contract with the United States Bureau of Reclamation for water years 2023-24/2024-25. The quantity transferred would result in the transfer of more than 20% percent of the agency's contract supply, therefore this notice is provided in accordance with Section 3405(a)(2)(B) of the Central Valley Project Improvement Act (CVPIA). The transfers or exchanges may be made to any of the following districts for use within their boundaries: Panoche Water District, 52027 West Althea, Firebaugh, CA, 93622; Westlands Water District, P.O. Box 6056, Fresno, CA, 93703; San Luis Water District, P.O. Box 2135, Los Banos, CA, 93635; Patterson Irrigation District, P.O. Box 685, Patterson, CA, 95363; Westside Irrigation District, P.O. Box 177, Tracy, CA, 95378; Byron Bethany Irrigation District, P.O. Box 273, Byron, CA, 94514; Banta-Carbona Irrigation District, P.O. Box 299, Tracy, CA, 95378; Santa Clara Valley water District, 5750 Almaden Expressway, San Jose, CA, 95118; West Stanislaus Irrigation District, P.O. Box 37, Westley, CA 95387; Arvin Edison Water Storage District, 20401 E Bear Mountain Blvd, Arvin, CA 93203; Semitropic Water Storage District, P.O. Box 8043, Wasco, CA 93280-0877; Lower-Tule Irrigation District, 357 E Olive Ave, Tipton, CA 93272; Kern-Tulare Water District 5001 California Ave, Bakersfield, CA 93309. Environmental review of historic, routine temporary transfers has been completed, but the implementation of a transfer is subject to the acknowledgement of the Bureau of Reclamation. Non-routine transfers or exchanges would be supported with additional environmental documentation at the time of the transfer. These types of transfers and exchanges are necessary to ensure water supplies are managed efficiently and serve to supplement supplies for agricultural water users facing ongoing water supply shortages.

Members of the public are invited to submit comments, ask questions, or provide relevant information concerning the proposed transfer(s)/exchange(s) described in this notice. The deadline for responding to this notice shall be March 14, 2024. Comments should be mailed to:

Anthea G. Hansen, General Manager/Del Puerto Water District P.O. Box 1596 Patterson, CA, 95363 Telephone (209) 892-4470 Fax (209) 892-4469

Dated: February 15, 2024 By: Anthea G. Hansen, General Manager/Del Puerto Water District
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PUBLIC NOTICE

V.E.

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