

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Public Works

BOARD AGENDA: 6.C.3
AGENDA DATE: March 20, 2018

SUBJECT:

Approval of the Gomes Lake Joint Powers Agreement between Stanislaus County, Turlock Irrigation District, City of Turlock, and Reclamation Districts 2063 and 2091, for the Gomes Lake Facility

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0126

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Olsen

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST:



PAM VILLARREAL, Assistant Clerk

File No.
DI-03-25, C-5-F-6,
J-08-1, DR-03-20
DR-05-02

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Public Works

BOARD AGENDA:6.C.3
AGENDA DATE: March 20, 2018

CONSENT:

CEO CONCURRENCE:

4/5 Vote Required: Yes

SUBJECT:

Approval of the Gomes Lake Joint Powers Agreement between Stanislaus County, Turlock Irrigation District, City of Turlock, and Reclamation Districts 2063 and 2091, for the Gomes Lake Facility

STAFF RECOMMENDATION:

1. Approve the Gomes Lake Joint Powers Agreement (JPA) between Stanislaus County, Turlock Irrigation District (TID), City of Turlock, and Reclamation Districts (RD) 2063 and 2091 for the Gomes Lake facility.
2. Authorize the Chief Executive Officer to execute the agreement for the proposed term of 50 years, at a cost not to exceed \$315,000, or \$6,300 per year.
3. Authorize the use of \$6,300 in Appropriations for Contingencies for the first year term of the agreement by 4/5 vote of the Board of Supervisors.
4. Authorize the Chief Executive Officer and Auditor-Controller to make the necessary adjustments as detailed in the attached Budget Journal.
5. Appoint the Stanislaus County Public Works Director, or designee, to represent Stanislaus County on the JPA Commission.

DISCUSSION:

The Gomes Lake facility is a pumping station and associated infrastructure constructed by the State of California and located just west of Carpenter Road, north of Crows Landing Road, approximately 3.5 miles adjacent to the San Joaquin River. Levees were constructed in the 1950's and 1960's in this area along the San Joaquin River to provide flood protection to certain properties within lands identified as Reclamation Districts (RD) 2063 and 2091. The construction of these levees affected natural drainage courses resulting in storm, irrigation tail water, and other waters that would flow to the San Joaquin River being blocked by the levees. The Gomes Lake facility was constructed to correct this situation. This facility allows water backed up by the levees to be pumped through the levees and into the San Joaquin River.

The Gomes Lake facility is State owned, locally operated, and maintained previously through a Joint Powers Agreement (JPA) between Stanislaus County, Turlock Irrigation District (TID), City of Turlock, and RD 2063 and 2091. Effective July 1, 2016, the 2011 JPA was terminated. This termination resulted from the RD's unwillingness to negotiate an equitable revision to the 2011 Agreement.

On June 30, 2016, terms for a new agreement were drafted and tentatively agreed upon by member representatives from each participating party.

The facility and equipment subject to the proposed JPA are as follows:

- The pipes extending through the levee at the end of TID Harding Drain, including the slide gates and flap gates;
- The bypass ditch running from the end of TID Harding Drain parallel to the project levee and extending north to Gomes Lake (known as the "Bypass Ditch");
- The levee located immediately north of Gomes Lake approximately 2,100 feet in length, known as the Gomes Lake Dyke (formerly known as the "Stub Levee"); and,
- The Gomes Lake Pumping Plant, sump, including the gates and pipes, and Gomes Lake.

Gomes Lake was required by the State to be maintained locally. The JPA, which was first formed in 1972, accepted the maintenance responsibilities with percentage shares of the costs. The JPA included Stanislaus County, TID, City of Turlock, and RD 2063 and 2091. The major difference between the JPA in 1972 and the JPA revised in 2001 was the formal lack of financial participation by RD 2063 and 2091.

The JPA expenses were allocated as follows:

	1972 JPA	2001 Revised JPA	2011 Revised JPA
Turlock Irrigation District	41%	20%	21%
City of Turlock	30%	35%	31%
Stanislaus County	19%	45%	16%
Reclamation District 2063	8%	0%	18.1%
Reclamation District 2091	2%	0%	13.9%

According to County records, neither the original allocation in 1972, nor the revised allocations in 2001 or 2011 were based upon an area of benefit study. This lack of backup and technical support for the cost share formula prompted JPA members to request the State to complete a detailed area of benefit study to determine the proper cost allocation. The State was willing to conduct this study, but preferred local stakeholders re-establish a JPA and negotiate a more equitable formula. Negotiations on this new JPA have been ongoing for approximately two years. The results of these negotiations have been drafted in the proposed JPA.

Key elements of the negotiated terms include maximum budget, cost share, and term of the agreement. The cost of operation, repair, routine maintenance, equipment, as well as any approved capital improvements is proposed to be funded by an annual maximum contribution of \$63,000 to the Gomes Lake JPA account, apportioned as follows:

Turlock Irrigation District	\$18,900
City of Turlock	\$18,900
Stanislaus County	\$6,300
Reclamation District 2063	\$9,450
Reclamation District 2091	\$9,450

The proposed term of the agreement is 50 years, with a review of the maximum budget at the 25th anniversary of the effective date of this agreement. The proposed JPA does not include a termination provision prior to the expiration of the 50 year term.

Existing capital reserves are nearly \$200,000. The capital reserve, an annual budget of \$63,000, and an average annual Operations and Maintenance cost of \$20,000 results in a stable and sustainable financial model for the Gomes Lake Facility.

POLICY ISSUE:

The Board of Supervisors' approval is needed for agreements with other governmental agencies. Additionally, the Board of Supervisors must approve the use of Appropriations for Contingencies by 4/5 vote.

FISCAL IMPACT:

The Joint Powers Agreement obligates Stanislaus County to fund \$6,300 of the annual operations and maintenance budget for the Gomes Lake Facility. The term of the proposed agreement is 50 years, resulting in a maximum financial exposure to the County General Fund in the amount of \$315,000.

The use of Appropriations for Contingencies will be appropriated to the Public Works Road Budget. This Budget has a fund balance that is restricted and or committed for Right of Way purchases and an 11.47% Local Match on all Road and Bridge projects. Maintenance of the Gomes Lake Facility is not a qualifiable expense under the Department's Federal, State and local funding sources.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services and Community Infrastructure* by partnering with Turlock Irrigation District, City of Turlock, and Reclamation Districts 2063 and 2091 for the Operations and Maintenance of the Gomes Lake pumps and facilities.

STAFFING IMPACT:

Existing Public Works staff will manage this effort.

CONTACT PERSON:

Matt Machado, Public Works Director

Telephone: (209) 525-4153

ATTACHMENT(S):

1. Gomes Lake JPA Agreement
2. State Maintenance Area #14 Map
3. JPA & TID Subagreement
4. Budget Journal - Gomes Lake JPA

GOMES LAKE JOINT POWERS AGREEMENT

THIS AGREEMENT, entered into pursuant to Title 1, Division 7, Chapter 5, Article 1, Section 6500 et seq. of the California Government Code by and between the TURLOCK IRRIGATION DISTRICT (“TID”), the CITY OF TURLOCK (“CITY”), the COUNTY OF STANISLAUS (“COUNTY”), RECLAMATION DISTRICT 2063 (“RD 2063”), and RECLAMATION DISTRICT 2091 (“RD 2091”) (collectively, the “Parties”):

WITNESSETH

WHEREAS, each Party hereto is a public agency within the meaning of Section 6500 of the Government Code, and each has the legal power to acquire, develop, maintain, operate, dispose of, and replace facilities and equipment for flood control and land reclamation; and

WHEREAS, the Parties and the State of California through the California Department of Water Resources desire to administer the flood control and land reclamation facilities and equipment covered by the originally proposed State Maintenance Area No. 14 (a map of which is attached to this agreement as Exhibit “A”); and

WHEREAS, the Parties executed a Joint Powers Agreement dated April 5, 1972 that provided for the administration of the above-mentioned flood control and land reclamation facilities; and

WHEREAS, the Parties executed subsequent Joint Powers Agreements dated October 2, 2001 and August 16, 2011 (the “JPA”); and

WHEREAS, the Parties hereto wish to revise the current Joint Powers Agreement dated August 16, 2011; and

WHEREAS, the State of California owns the facilities and equipment covered by the originally proposed State Maintenance Area No. 14 and desires to have the facilities and equipment administered by a properly authorized local agency or agencies, and the Parties to the JPA collectively are such local agencies; and

WHEREAS, each Party hereto recognizes the need to continue to operate, maintain and replace the facilities and equipment covered by the originally proposed State Maintenance Area No. 14 and to share in the cost thereof; and

WHEREAS, each Party hereto recognizes the need to continue to operate, maintain and replace the facilities and equipment covered by the originally proposed State Maintenance Area No. 14 so as to provide for the movement of channelized drainage water reaching Gomes Lake to the San Joaquin River and thus to prevent or reduce flooding of the land surrounding Gomes Lake, and to share in the cost thereof in fair and reasonable proportions; and

WHEREAS, it is the desire of each Party hereto that TID provide primary leadership for the implementation of the provisions of this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the Parties hereto as follows:

1. **OPERATION OF JPA:**

1.1. This Gomes Lake Joint Powers Agreement (“Agreement”) will be jointly administered by a commission (“Commission”) comprised of one representative appointed, from time to time by each of the five Parties to this Agreement. The members of the Commission shall each serve at the pleasure of the respective appointing entity. The persons appointed to the Commission may, but need not be, a member of the governing body of the appointing Party. The Commission will meet at such times and places as the Commission determines are appropriate. The Commission will meet at least twice each year, once during the month of June and once during the month of October. A Commission meeting may be called by any one of the Parties to this Agreement at any time. If a Commission member wishes to call a meeting, that member will contact TID, who will send out written notices of the meeting to all Commission members. Notice will be mailed at least seven days prior to the date of the proposed meeting. No meeting will be held without the required notice to all five Commission members. A minimum of three Commission members are required for the Commission to be able to conduct

official business. If a minimum quorum of three Commission members is present and two Commission members are absent, a vote of at least two of the Commission members present is required to take action. If four or five Commission members are present, a vote of at least three of the Commission members present is required to take action. Any single action of the Commission which will result in an expenditure of funds in excess of \$100,000 shall require a unanimous vote of all five commission members.

1.2. In an emergency situation, where there is an immediate threat to life and/or property, any Commission member can call an emergency meeting of the Commission. Reasonable efforts must be made to notify all Commission members of the emergency meeting.

1.3. In the event that flooding exceeds the capacity of the facilities or in the event of failure of any of the facilities resulting in an immediate threat to life and property, the protection of life will be the primary objective and the protection of agriculture or undeveloped property will have the lowest priority.

1.4. The Commission will review, and revise as necessary, the current Operations Plan and Procedures each year at the Commission's October meeting. The Operations Plan and Procedures will be implemented when the San Joaquin River forecast of the California Department of Water Resources indicates that the gravity drain into the San Joaquin River will cease to operate and that thus Gomes Lake will be filled.

1.5. The Commission will review, and revise as necessary, the Capital Improvement Plan ("CIP") each year at the Commission's October meeting.

2. **ANNUAL BUDGET:** The Commission will adopt an annual Operations and Maintenance (O & M) budget and a Capital budget for the period of July 1 to the following June 30 on or before June 30 of each year.

3. **FACILITIES:** The facilities and equipment subject to this Agreement are:

3.1. The pipes extending through the levee at the end of TID's Harding Drain, including the slide gates and flap gates.

- 3.2. The Gomes Lake Pumping Plant and sump, including the gates and pipes.
 - 3.3. The levee located immediately north of Gomes Lake, known as the Gomes Lake Dike, approximately 2,100 feet in length, formerly known as the “Stub Levee.”
 - 3.4. The Bypass Ditch running from the end of TID’s Harding Drain parallel to the project levee and extending to Gomes Lake (known as the “Bypass Ditch”).
4. **FACILITIES EXCLUDED FROM THIS AGREEMENT:** The Parties do not accept from the California Department of Water Resources responsibility to administer the following facilities and equipment covered by the proposed State Maintenance Area 14:
 - 4.1. The levee, levee toe, or any part thereof which will remain the responsibility of RD 2063 and RD 2091 and will be maintained in accordance with the U.S. Army Corps of Engineers Supplement to Standard Operation and Maintenance Manual, Lower San Joaquin and Tributaries Project, California, Unit No. 6, East Levee of the San Joaquin River in Reclamation Districts No. 2063 and 2091.
 - 4.2. Any and all other facilities not identified in Section 3 of this agreement.
5. **OPERATION AND ROUTINE MAINTENANCE OF FACILITIES AND EQUIPMENT:**
 - 5.1. The JPA will provide for the operation and routine maintenance of the facilities and equipment set forth in Section 3 in accordance with the U.S. Army Corps of Engineers Supplement to Standard Operation and Maintenance Manual, Lower San Joaquin and Tributaries Project, California, Unit No. 6-A, Lower San Joaquin River Pumping Plant to the extent applicable.
 - 5.2. The Parties agree that the operation and routine maintenance of the facilities and equipment set forth in Section 3 can be accomplished by the use of either contractors or by one or more of the Parties to this Agreement as shall be determined, from time to time, by the Commission. If a contractor is used, the contractor will be chosen by following the purchase requirements of TID. The contractor must also be approved by a vote in

accordance with Section 1.1 of this Agreement. A contractor may be removed and a contract terminated also by a vote in accordance with Section 1.1 of this Agreement. If a Party to this Agreement provides for operation and maintenance, then an agreement will be negotiated between the Party and the Commission that clearly explains the duties to be performed and clearly establishes costs, procedures, and liabilities.

5.3. The Parties agree that said facilities and equipment set forth in Section 3 will be continuously operated and maintained so as to accomplish the intended purpose of flood control and land reclamation, provided that the scope of the operation will not be enlarged without the written agreement of each Party.

5.4. Subject to the limitation of Subsection 5.5, the cost of operation, repair, routine maintenance, equipment, as well as any approved capital improvements, will be funded by annual contributions of \$63,000 to the Gomes Lake JPA account, apportioned as follows:

Turlock Irrigation District	\$18,900
City of Turlock	\$18,900
Stanislaus County	\$6,300
Reclamation District No. 2063	\$9,450
Reclamation District No. 2091	\$9,450

All Parties will fund the account in one installment on or before August 1 of each year. In the event any party fails to fund the account by August 1, TID may discontinue electric service until funded. In addition, failure of any Party to timely fund the account will be considered a breach of the Agreement, and any Party may commence an action against the breaching Party for damages incurred as a result of the breach, including, but not limited to, the defaulting parties share of costs under this section, which shall be deposited into the JPA account upon collection, with interest from the date of the breach at 7% per annum. Further, the prevailing party under any action brought hereunder shall be entitled to recover its reasonable attorneys' fees and court costs and shall include the right to recover such fees and costs incurred in any appeal and/or efforts to collect or otherwise enforce any judgment in its favor, in addition to any other remedy it may obtain or be awarded.

5.5. The Parties will review and reconsider in good faith the contribution amounts in Subsection 5.4 every 25th anniversary of the effective date of this Agreement. Twelve months prior to each 25th anniversary of this agreement, the parties shall review and reconsider the annual or individual contribution amounts. If within 12 months of the time the Parties commence a review of the contributions set forth in Subsection 5.4, the Parties fail to reach an agreement as to a revision of the contributions or as to making no change in the contributions, a technical Area of Benefit study will be conducted to determine the proportional share each Party should pay pursuant to Subsection 5.4, which provision automatically will be amended in accordance with the study and the study will be paid for out of the Gomes Lake JPA account. During the up to 12 months of review of the contributions by the Parties and, if necessary, during the Area of Benefit study, this Agreement shall remain in effect and the contribution amounts and budget limit of \$63,000 shall remain applicable to the Parties.

5.6. If at any time the Gomes Lake JPA does not have sufficient funds in its budget to cover costs necessary to continue the operation, maintenance, or capital improvements of the facility, additional funds will be apportioned as follows:

Turlock Irrigation District	33.33%
City of Turlock	33.33%
Stanislaus County	0%
Reclamation District No. 2063	16.67%
Reclamation District No. 2091	16.67%

6. ADMINISTRATION OF FACILITIES AND EQUIPMENT:

6.1. Subject to the specific conditions and limitations herein provided, TID, by and through its Board of Directors and established departments, will provide primary leadership for implementation of the provisions of this Agreement.

6.2. In pursuance thereof, subject to approval of the parties, TID will possess the common powers specified in this Agreement to contract and to acquire real or personal property to be held in the name of TID for the mutual benefit of the Parties, employ

agents and employees, and maintain and operate sites and facilities for the purpose hereof.

6.3. Administration of this Agreement and the operation of all facilities and equipment will be performed in accordance with the most recent version of the “Supplement to Standard Operation and Maintenance Manual, Lower San Joaquin and Tributaries Project, California, Unit No. 6-A, Lower San Joaquin River Pumping Plant” prepared by the U.S. Army Corps of Engineers.

7. **CAPITAL IMPROVEMENTS:** For the purpose of this Agreement, a “capital improvement” will mean the construction of a new facility or the replacement of an existing facility that is subject to this Agreement. Capital improvements will also include emergency measures necessary to prevent flooding and major repairs, including, but not limited to, replacing a motor in a pump or replacing a gravity drain. Capital improvement will not include ordinary operation and maintenance, including, but not limited to, the cost of operating the pumps, inspecting the facilities, cleaning the facilities, and replacing minor components of any of the facilities.

7.1. Capital improvements to increase landside flood protection and/or increase ability of a Party to discharge storm flows (e.g., permanent increased pumping capacity at Gomes Lake) will be at the sole expense of the Party or Parties desiring to increase landside flood protection and/or increase their ability to discharge storm flows at Gomes Lake and not according to the amounts set forth in Subsection 5.4 above. Additionally, in the event that permanent capital improvements are made to the Gomes Lake Pumping Plant to accommodate increased discharges of storm flows, those Parties initiating the improvements will increase their respective share of the operation and maintenance costs, set forth in Subsection 5.4 above in proportion to the increased pumping capacity, as it relates to the existing pumping capacity.

7.2. The cost of other capital improvements, including emergency repairs and replacement of facilities, will be funded according to Subsections 5.4 through 5.6 above.

8. **MANAGEMENT OF NON-JPA FACILITIES:** The Parties will manage their non-JPA facilities in an effort to prevent flooding on or of the facilities subject to this Agreement to the best of their ability. The Parties recognize and acknowledge that a large amount of the water present in TID's facilities is storm runoff over which TID has no control or ability to control.

9. **LIABILITY INSURANCE:** The JPA Commission may take out and maintain during the life of this agreement General Liability Insurance that provides protection for claims which may arise out of or result from operations or performance under this agreement, whether such operations or performance be by the JPA Commission or by any contracting party or by anyone directly or indirectly employed by and of them, or by anyone for whose acts any of them may be liable. The amount of insurance shall be not less than the following: Single Limit Coverage applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. Said insurance policy shall name the Parties as additional insureds. The amount and type of insurance can be increased by an affirmative vote of at least three members of the Commission.

10. **TID'S RIGHT TO DRAIN:**

10.1. The Parties agree that TID has the right to drain water through its system and to the San Joaquin River up to the design capacity of TID's canals, and that the Parties will not take any action that limits or restricts TID's right. Further, the Parties agree that TID has a right to drain water through the facilities subject to this Agreement, and these facilities were designed and constructed to ensure TID's continued right to drain. Nothing in this Agreement, or in the operation and maintenance of the facilities subject to this Agreement will limit, restrict, or adversely impact TID's right to drain. For the purpose of this Agreement, TID will have the sole discretion to determine whether any action arising out of this Agreement, impacts or restricts TID's right to drain.

10.2. If TID reasonably determines that any action arising out of this Agreement, or out of the operation and maintenance of the facilities subject to this Agreement, impacts or restricts TID's right to drain, and if TID is not operating the facilities, TID will give

immediate notice (orally or in writing) of such impact or restriction to the Party operating the facilities. If after giving notice, TID determines that no action has been taken or that additional action is necessary to ensure its right to drain and if TID is not already operating the facilities, TID may operate and maintain the facilities in order to eliminate the impact or restriction.

11. **ADMINISTRATION OF FUNDS:**

11.1. TID will administer the funds received pursuant to this agreement in accordance with standard accounting procedures. All funds received from the Parties pursuant to this Agreement will be deposited with TID and will be disbursed in the usual manner that TID disburses funds.

11.2. TID will annually report to each Party and will account for all receipts and disbursements into and out of the fund created for this purpose.

11.3. TID will prepare a draft annual budget which will be reviewed by each Party hereto and acted upon by the Commission.

11.4. The budget will include payment into an account to provide for the cost of operation, repair, routine maintenance, equipment, as well as any approved capital improvements. Funds held in this account shall be invested in the same manner as TID invests its surplus and reserve funds and all interest earned shall be redeposited into this account.

12. **TERMINATION:**

12.1. Upon full execution by all parties this Agreement will continue for a period of 50 years and continue on a year-to-year basis thereafter. A Party may withdraw as a member of this Agreement by giving each of the other Parties written notice of withdrawal at least one year prior to the expiration of the 50 year term, but in no event may a party withdraw from this Agreement prior to the 50 year anniversary. After the initial 50 year period, a Party may withdraw as a member of this Agreement by giving

each of the other Parties one year advance notice. If a party gives a one year notice, the remaining parties agree to meet and confer in good faith during the one year notice period and endeavor to agree upon terms to continue the Agreement in effect.

12.2. This Agreement may be amended at any time, including the addition of new parties, by the unanimous written consent of the Parties hereto.


12.2.1. In order to continue the flood control and land reclamation purposes of this Agreement, upon termination hereof, all remaining assets acquired pursuant hereto will be transferred to any successor agency or to the California Department of Water Resources; provided, however, in the event the operation is to be discontinued, such assets will, upon liquidation, be disbursed to the Parties hereto in proportion to the contributions made by the Parties.

13. **INDEMNITY:** None of the Parties, nor any of their officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by a Party under or in connection with any work delegated to that Party under this Agreement. The Parties further agree, pursuant to Government Code Section 895.4, that each Party shall fully indemnify and hold harmless the other Parties and their agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by one of the Parties under this Agreement.


IN WITNESS WHEREOF, the Parties have executed this Gomes Lake JPA Agreement on _____, 2018.

COUNTY OF STANISLAUS

TURLOCK IRRIGATION DISTRICT

By: 

Jody Hayes
Chief Executive Officer

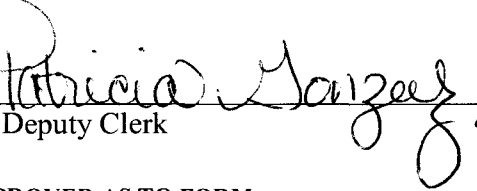
By: 

Casey Hashimoto
General Manager

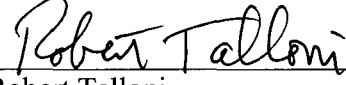
“County”

ATTEST:
Elizabeth King
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

CITY OF TURLOCK

By: 


Patricia Gonzalez
Deputy Clerk

By: 

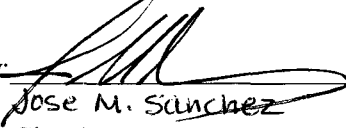
Robert Talloni
Interim City Manager

APPROVED AS TO FORM

APPROVED AS TO FORM

By: 

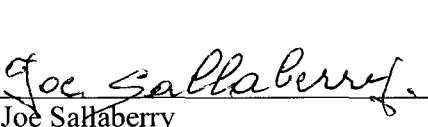
Deputy Amanda Marie DeHart
County Counsel

By: 

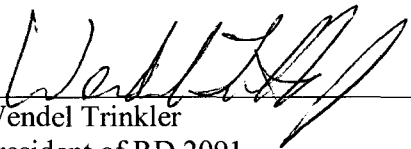
Jose M. Sanchez
Interim City Attorney

RECLAMATION DISTRICT 2063

RECLAMATION DISTRICT NO. 2091

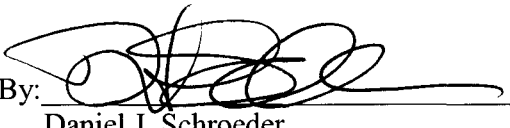
By: 

Joe Sallaberry
President of RD 2063

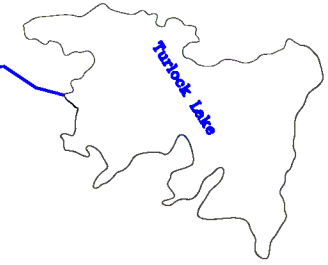
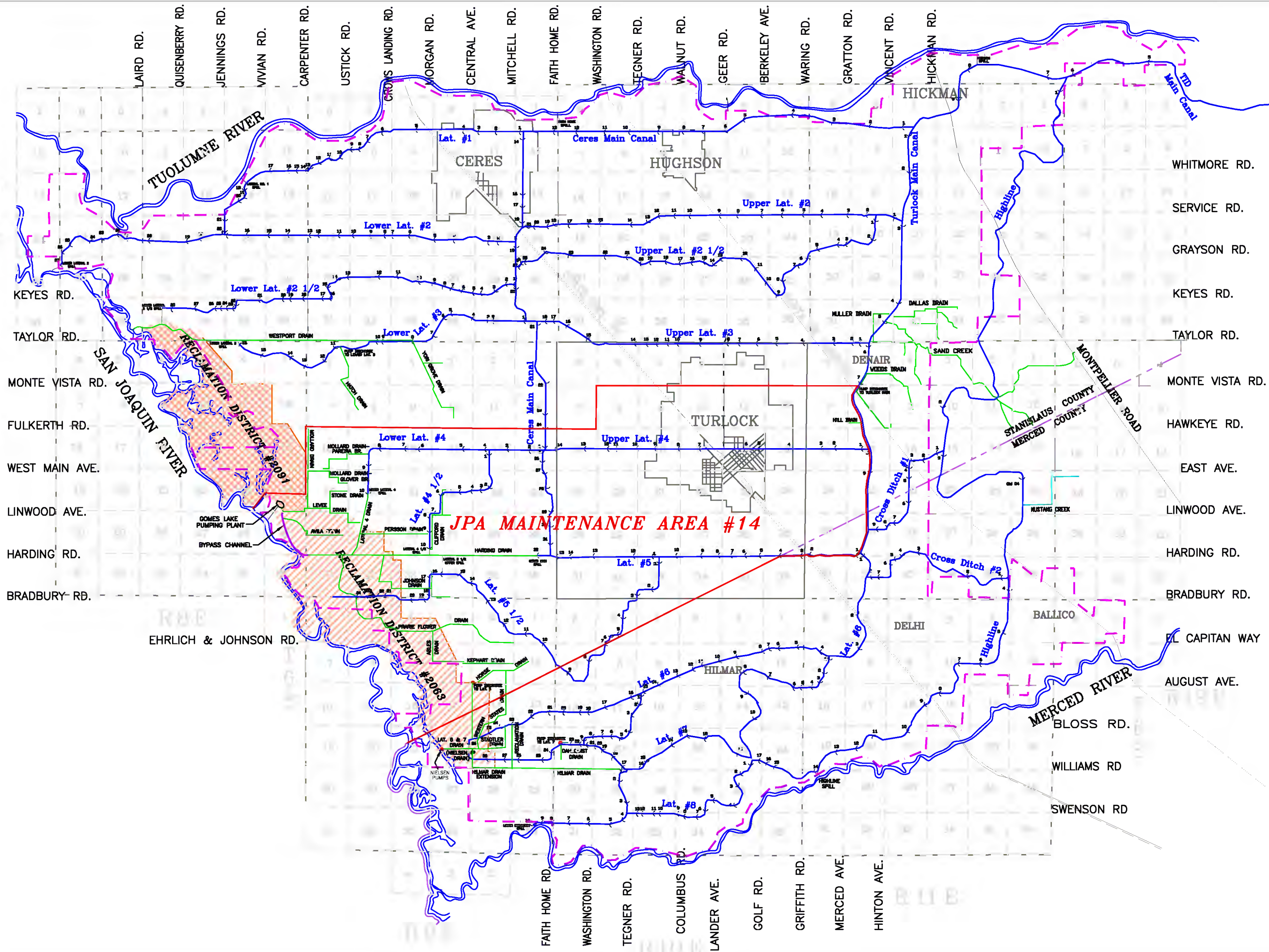
By: 

Wendel Trinkler
President of RD 2091




**APPROVED AS TO FORM ON BEHALF OF
RECLAMATION DISTRICT 2091**

By: 

Daniel J. Schroeder
Counsel for RD 2091



LEGEND

	DRAINS
	IRRIGATION BOUNDARY
	JPA

**GOMES LAKE JOINT POWERS AGREEMENT
SUBAGREEMENT WITH
TURLOCK IRRIGATION DISTRICT**

THIS AGREEMENT is entered into between the Turlock Irrigation District (herein referred to as “District”) and the Commission, created in the Gomes Lake Joint Powers Agreement (herein referred to as “Commission”).

WHEREAS, Section 5.1 of the Gomes Lake Joint Powers Agreement (herein referred to as “JPA”) states, “The JPA will provide for the operation and routine maintenance of the facilities and equipment...”; and

WHEREAS, Section 5.2 of the JPA states “If a Party to this Agreement provides for operation and maintenance, then an agreement will be negotiated between the Party and the Commission...”; and

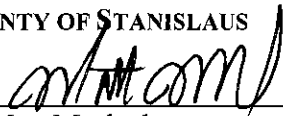
WHEREAS, the Commission desires to appoint the District to (1) operate and provide routine maintenance of the facilities described in Section 3 of the JPA, (2) handle emergency situations, and (3) manage and oversee the construction of capital improvements.


NOW, THEREFORE, it is hereby agreed as follows:

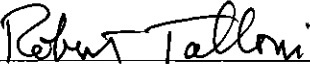
- 1) The Commission hereby appoints the District to (1) operate and provide routine maintenance of the facilities described in Section 3 of the JPA, (2) handle emergency situations, and (3) manage and oversee the construction of capital improvements; and the District hereby accepts that appointment.
- 2) The District will perform the following tasks:
 - a. Test the Gomes Lake pumps and control circuits for operational readiness per USACE Operations and Maintenance Manual.
 - b. Clean the grates and inlet channels to the pumps when deemed necessary, as determined by the District.
 - c. Inspect, clean, and operate the gates within the two pipes through the Reclamation District 2063 levee between the end of the Harding Drain and the San Joaquin River when deemed necessary, as determined by the District.
 - d. Inspect and clean, if required, the Bypass Ditch and Gomes Lake Dike systems.
 - e. The District will promptly inform the Commission of any emergency actions needed or taken, including major repairs, which would otherwise be considered capital improvements.

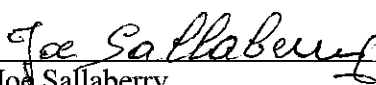
- f. The District will not perform any non-emergency capital improvement work without the prior approval of the Commission.
 - g. The District will deduct from the JPA account, costs for operations and maintenance, approved capital improvements, and emergency repairs and replacement of facilities that would otherwise be considered capital improvements.
 - h. The District will provide an annual report to the Commission summarizing the operation and maintenance activities, any emergency work performed, and any capital improvements made, and provide any recommendation for capital improvements.
 - i. The Commission and its members do hereby agree that it shall defend and save District, its agents, directors and employees, harmless from and against any and all claims and liabilities arising in connection with the performance by District under the terms of this Agreement.
- 3) This Subagreement shall terminate upon the sooner of: (a) the termination of the Gomes Lake Joint Powers Agreement; or (b) 30 days written notice by the District or the Commission.

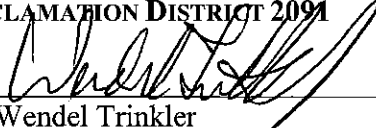
IN WITNESS WHEREOF, we execute this Subagreement to the JPA on April 10, 2018.

COUNTY OF STANISLAUS
 By: 
 Matt Machado
 Director of Public Works

TURLOCK IRRIGATION DISTRICT
 By: 
 Casey Hashimoto
 General Manager

CITY OF TURLOCK
 By: 
 Robert Talloni
 Interim City Manager

RECLAMATION DISTRICT 2063
 By: 
 Joe Sallaberry
 President of RD 2063

RECLAMATION DISTRICT 2091
 By: 
 Wendel Trinkler
 President of RD 2091

Database	FMSDBPRD.CO.STANISLAUS.CA.US.PROD	DO NOT CHANGE
Balance Type	Budget	DO NOT CHANGE
Data Access Set	County of Stanislaus	DO NOT CHANGE
Ledger	* List - Text County of Stanislaus	DO NOT CHANGE
Budget	List - Text LEGAL BUDGET	DO NOT CHANGE
Category	* List - Text Budget - Upload	DO NOT CHANGE
Source	* List - Text PW LO	
Currency	* List - Text USD	DO NOT CHANGE
Period	List - Text MAR-18	ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11
Batch Name	Text	
Journal Name	Text	
Journal Description	Text Transfer appropriations to Public Works R	
Journal Reference	Text BOS Agenda Item	
Organization	List - Text Stanislaus Budget Org	DO NOT CHANGE
Chart Of Accounts	Accounting Flexfield	DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text	
	0100	0016071	89000	0000000	000000	000000	000000			6300 Transfer from Appropriations fo	
	0100	0016401	85970	0000000	000000	000000	000000		6300	Inc GF Contributions to Other P	
	1101	0040300	46620	0000000	000000	000000	000000		6300	Inc revenue from Contributions	
	1101	0040300	61660	0000000	000000	000000	000000		6300	Inc County funding commitmen	
Totals:									12600	12600	

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation:			
Transfer appropriations from Appropriations for Contingencies to General Fund Contributions to Other Programs and increase revenue from Contributions to Other Programs and County funding commitment for Gomes Lake.			
Requesting Department		CEO	Auditors Office Only
Letti Ortiz	Jewel Warr		<i>Nathan Amarante</i>
Prepared by	Supervisor's Approval	Keyed by	Prepared By
	3/7/2018		3/7/2018
Date	Date	Date	Date

RESOLUTION NO. 2018 – 16

RESOLUTION ADOPTING THE GOMES LAKE JOINT POWERS AGREEMENT BETWEEN THE TURLOCK IRRIGATION DISTRICT, THE CITY OF TURLOCK, THE COUNTY OF STANISLAUS, RECLAMATION DISTRICT 2063 AND RECLAMATION DISTRICT 2091; AND ADOPTING THE GOMES LAKE SUBAGREEMENT BETWEEN THE TURLOCK IRRIGATION DISTRICT AND THE COMMISSION CREATED BY THE GOMES LAKE JOINT POWERS AGREEMENT

WHEREAS, the Turlock Irrigation District, City of Turlock, County of Stanislaus, Reclamation District 2063, and Reclamation District 2091 desire to operate and maintain the flood control and land reclamation facilities and equipment known as Gomes Lake; and

WHEREAS, the parties have since negotiated a new Joint Powers Agreement (JPA) that clearly sets forth the responsibilities of each agency; and

WHEREAS, the JPA requires the creation of a Commission comprised of one representative from each of the five parties to this JPA to jointly administer the JPA; and

WHEREAS, the parties desire that the Turlock Irrigation District provide primary leadership for the implementation of the provisions of the JPA; and

WHEREAS, the Commission desires to appoint the Turlock Irrigation District through a sub-agreement to the JPA to (1) operate and provide routine maintenance for the Gomes Lake facilities, (2) handle emergency situations, and (3) manage and oversee construction of capital improvements.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Turlock Irrigation District that:

- 1) The Board approves the Gomes Lake Joint Powers Agreement between the Turlock Irrigation District, City of Turlock, County of Stanislaus, Reclamation District 2063, and Reclamation District 2091, and
- 2) The Board approves the Sub-Agreement to the Gomes Lake Joint Powers Agreement; and
- 3) The General Manager and his designee are hereby authorized and directed to execute all documents necessary to carry out this resolution.

Moved by Director Macedo, seconded by Director Santos, that the foregoing resolution be adopted.

Ayes:	Directors Santos, Frantz, Macedo, Fernandes
Noes:	Directors - None
Absent:	Directors - None
Abstain:	Director Alamo

The President declared the resolution adopted.

I, Tami Wallenburg, Executive Secretary to the Board of Directors of the TURLOCK IRRIGATION DISTRICT, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Directors held the 10th day of April, 2018.



Executive Secretary to the Board of
Directors of the Turlock Irrigation District