ATTACHMENT 2: ELIGIBLE APPLICANT DOCUMENTATION

Following is a written statement identifying that the applicant, Deer Creek and Tule River Authority (Authority), are eligible to apply for this grant:

- ***Is the applicant a local public agency as defined in CWC 10701(a)? Please explain.***

"CWC 10701(a): As used in this part, "local agency" means any city, county, district, agency, or other political subdivision of the state for the local performance of governmental or proprietary functions within limited boundaries."

The Authority was formed through a Joint Powers Agreement on 25 February 1994 (*Enclosed is a full copy of the JPA*). The Authority was formed by Agreement (enclosed) to the provisions of the JPA Act and shall be a public entity separate from the members. The purpose of the Authority is to facilitate more efficient operations and management of the member districts' through conjunctive management of the members' surface and groundwater supplies. Member Districts of the Authority include Lower Tule River Irrigation District, Pixley Irrigation District, Porterville Irrigation District, Saucelito Irrigation District, Stone Corral Water District, Terra Bella Irrigation District, Tea Pot Dome Irrigation District, and Vandalia Irrigation District, all located in Tulare County, California.

- ***What is the statutory or other legal authority under which the applicant was formed and is authorized to operate?***

In 1989 The California State Legislature passed Assembly Bill 255 (AB 255), allowing local public agencies in any of the 11 groundwater basins that were identified by DWR Bulletin 118-80, as critically overdrafted to undertake management of groundwater. On January 1, 1993, AB 3030 became effective, superseding AB 255. AB 3030 authorized local agencies that are within groundwater basins, as defined by DWR Bulletin 118, to prepare and adopt groundwater management plans. The DWR Bulletin 118-80 identified the Tule Basin to be a Basin subject to critical overdraft. The Legislature found and declared that additional study of groundwater is necessary to better understand how to manage groundwater effectively to ensure the safe production, quality and proper storage of groundwater.

In September of 2002, the California State Legislature adopted Senate Bill 1938, which amended California Water Code Section 10750 requiring new groundwater management plans to include documentation "describing the manner in which interested parties may participate in developing the groundwater management plan" which may include the appointment of a technical advisory committee. SB 1938 also requires that an agency developing a Groundwater Management Plan, work cooperatively with other public agencies or private parties whose service area or boundary overlie the same groundwater basin. In 2003, DWR Bulletin 118, Appendix C was updated to include recommended components for a Groundwater Management Plan.

Based upon these statutory requirements, the Authority was formed in 1994 between separate California Irrigation Districts to collectively manage and address groundwater management and to create a more efficient base wide management of both groundwater and surface water.

- ***Does the applicant have legal authority to enter into a grant agreement with the State of California?***

  The Authority has legal authority to enter into a grant agreement with the State of Califorinia, as identified under the Agreement, Section 2.05 Powers (m), which states the Authority has Power to:

  "(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 entities necessary for the Authorities full exercise of its power;"

- ***Describe any legal agreements among partner agencies and/or organizations that ensure performance of the project and tracking of funds.***

  The Authority Agreement established an Advisory Committee which consists of a representative from each member agency. The Advisory Committee manages and oversees special projects to ensure performance criteria are met and track project funds. The Advisory Committee reports the Board updates and progress for each project. The Committee meets monthly and during the duration of an Authority Project, updates on each project are discussed and reviewed to ensure adequate performance.

ENCLOSURE:

- Deer Creek and Tule River Authority Joint Powers Agreement

JOINT POWERS AGREEMENT

DEER CREEK AND TULE RIVER AUTHORITY

This Agreement is made and entered into as of the 25th day of February, 1994 by between the Lower Tule River Irrigation District, the Pixley Irrigation District, the Porterville Irrigation District, the Saucelito Irrigation District and the Terra Bella Irrigation District. The members are identified in Exhibit "A" attached hereto and incorporated herein by reference. Exhibit "A" shall be periodically modified to reflect changes in membership.

Said Districts are herein collectively referred to as the parties, member entities or members. Such terms shall exclude any parties that withdraw from this Agreement pursuant to the provisions hereof.

R E C I T A L S

Each of the parties hereto is a California Irrigation District duly organized and existing under Division 11 of the California Water Code (commencing at Section 20500). Each party has broad powers which are specified in Section 2.02 herein to acquire, store, distribute, use, manage, protect and enhance water supplies among other things, and desires to exercise such powers in common with the other parties hereto.

The parties have concluded that the joint exercise of their powers will result in more efficient operation and management of their activities including, but not limited to, conservation, distribution and utilization of their water supply for their mutual benefit.

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Each of the parties 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) (Hereinafter referred to as "Joint Powers Act").

NOWTHEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth it is agreed by and among the parties as follows:

ARTICLE 1 - DEFINITIONS

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a) "Advisory Committee" shall mean the advisory body of the Authority created by Section 3.02 of this Agreement, consisting of representatives from the member entities.

(b) "Associate Members" shall mean those entities that the Board of Directors may from time to time allow to associate with the Authority and shall include but not be limited to mutual water companies, public utility or other non-public entities which have the Authority to exercise all or a substantial portion of the powers set forth in this Agreement. The terms and conditions of such associate membership shall be set forth in agreement between the Authority and the associate member.

(c) "Authority" and "DCTRA" shall mean the Deer Creek and Tule River Authority, being the separate entity created by this Agreement.

(d) "Board of Directors" or "Board" shall mean the governing body of the Authority as established by Section 3.01 of this Agreement.

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(e) "Budget" means the approved budget applicable to the expenses of the Authority.

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

(g) "Fiscal Year" shall mean that period of twelve months which is established as the fiscal year of the Authority pursuant to Section 4.01 of this Agreement.

(h) "Members" shall mean those members of the Authority identified as parties hereto, including any parties which shall hereafter become members by the unanimous consent of the then existing members in accordance with the terms and provisions of this Agreement.

(i) "Participant" means any member who elects to participate in a Project Agreement created pursuant to the provisions of Section 5.02 of this Agreement.

(j) "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 costs and benefits of any authorized activity of the Authority including those involving the acquisition of capital facilities and/or the issuance of debt.

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ARTICLE 2, CREATION OF THE DEER CREEK AND TULE RIVER AUTHORITY

Section 2.01 Creation. There is hereby created a public entity to be known as the "Deer Creek and Tule River Authority". The Authority is formed by this Agreement pursuant to the provisions of the JPA Act. The Authority shall be a public entity separate from the members hereto.

Section 2.02 Purpose of the Agreement. Each member hereto has the power in common with one another, as defined by Division 11 of the California Water Code commencing at Section 20500 (Hereinafter referred to as "Division 11"), to: 1) acquire, manage, protect and enhance water supplies and rights; 2) contract with public agencies and private entities for the purchase and delivery of water; and 3) finance, acquire, construct, operate, and maintain facilities necessary for the conservation, distribution or utilization of water for the benefit of lands within the boundaries of each District. 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 Division 11 in the manner hereafter set forth.

Section 2.03 Boundaries of the Authority. The geographic boundaries of the Authority shall be coextensive with those of the members.

Section 2.04 Term. This Agreement shall be effective as of February 25, 1994 upon all the parties hereto which shall have executed this Agreement. This Agreement shall remain in effect until terminated by mutual agreement of all the parties hereto. Notwithstanding any other provision herein, this Agreement shall remain in effect and shall be binding upon the parties hereto and

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upon all subsequent parties joined herein for such a period as the Authority desires to operate and maintain the facilities or programs herein identified. The foregoing provisions shall not apply, however, to any party which withdrawals or is terminated from its participation in the Authority in accordance with this Agreement.

Section 2.05 Powers. The Authority shall have the power in its own name to exercise any of the powers authorized by the JPA Act or Division 11 including, but not limited to, 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 reasonable and financially feasible programs and plans of operation for acquisition and delivery of 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, 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;

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(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 into 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 facility;

(h) To enter into agreements with any public agencies or private entities 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 entities necessary for the Authorities full exercise of its powers;

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

ARTICLE 3 - ORGANIZATION

Section 3.01 Governing Body. The Authority shall be governed by a Board of Directors which is hereby established and which shall be composed of one representative of each of the parties. Each representative shall be selected and designated in writing from time to time by the governing body of the respective member from among the member's governing body.

Each party, in addition to appointing its member to the Board, shall appoint at least one alternate who shall be a director, officer or employee of that party. The role of each alternate director shall be to assume the duties of the director appointed by the member entity, in case of the absence or unavailability of such director. The directors and alternates shall continue to serve until their respective successors are appointed.

Section 3.02 Advisory Committee. There shall be an advisory body known as the "Deer Creek and Tule River Authority Advisory Committee" which shall consist of one representative and an alternate from each of the member entities, and who shall be designated in writing from time to time by the respective governing body of each such member entity. The Advisory Committee shall be responsible to the Board and the Board shall be empowered to delegate to the Advisory Committee certain functions for the purpose of program development, policy formulation and program implementation; provided, however, that any portion of the budget to be expended by the Advisory Committee shall be approved by the Board. Advisory Committee members and alternates need not be

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elected representatives of their respective member agencies. Advisory Committee members may also serve as alternates to the Board of Directors of the Authority.

Section 3.03 Meetings. The Board shall meet monthly, or at such other intervals determined by the Board, 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. Regular, adjourned and special meetings shall be called and held in the manners provided in Chapter 9, Division 2, Title 5 of the Government Code of the State of California, the "Brown Act" (commencing at Section 54950).

The Advisory Committee shall meet monthly, or at such other intervals determined by the Advisory Committee, at the Authority's principal office or at such other locations determined by the Advisory Committee. The date upon which, and the hour and place at which each such meeting shall be held shall be fixed by resolution of the Advisory Committee.

Section 3.04 Officers and Staff. (a) The officers of the Authority shall consist of (1) a Chairperson, (2) a Vice Chairperson, (3) a Secretary, and (4) a Treasurer.

(b) The Chairperson and Vice Chairperson shall be elected by a majority vote of the Board of Directors from among its members. The Chairperson shall be the presiding officer at all Board meetings, and the Vice Chairperson shall serve in the absence of the Chairperson. The Chairperson and the Vice Chairperson shall have the right to vote on all matters coming before the Board. In

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the case of a tie vote of the Board on any matter coming before the Board, the vote shall be deemed to have failed.

(c) The Secretary shall be appointed by a majority vote of the Board of Directors and 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 of the official records of the Authority.

(d) Consistent with Sections 6505.5 and 6505.6 of the JPA Act the Board by majority vote shall appoint a Treasurer of the Authority. The Treasurer shall fulfill all functions specified in Section 6505.5 of the JPA Act including serving as a depository and custodian of funds and money of the Authority. The Treasurer shall be bonded in accordance with Government Code Section 6505.1, and shall draw all warrants and pay demands against the Authority approved by the Board. The Treasurer shall be responsible for conducting all audits required by Government Code Section 6505.

(e) The Treasurer shall serve at the pleasure of the Board. The Chairperson, Vice Chairperson, 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 or resigns, or if otherwise becomes ineligible if the member represented by the director withdraws from the Agreement pursuant to any of the provisions hereof. The remaining Board shall select a successor officer to serve the balance of the department 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.

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(f) 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 or 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.

(g) The Board shall have the power to contract for services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to employ such other persons as it deems necessary.

Section 3.05 Seal and Bylaws. At the first meeting of the Board of Directors following the execution of the Agreement, or as soon thereafter as practical, the Board shall adopt an official seal for the Authority and adopt such bylaws as it may deem necessary to regulate the affairs of the Authority in accordance with this Agreement. The bylaws may be amended from time to time by the Board as it may deem necessary.

Section 3.06 Quorum Voting. Directors representing at least a majority of the Board of Directors shall constitute a Quorum for the purpose of transacting the Authority's business. Except as otherwise provided herein (Section 7.06) 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 following matters coming

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before the Board of Directors of the Authority shall require a vote of the directors representing two-thirds (2/3) of the members:

(i) The entry by the Authority into an agreement obligating the Authority in the amount of Fifty Thousand Dollars ($50,000) or more during the term of said agreement;

(ii) The acquisition of real or personal property by the Authority at a cost to the Authority of an amount of Fifty Thousand ($50,000) or more;

(iii) The incurrence of indebtedness by the Authority in an amount of Fifty Thousand Dollars ($50,000) or more;

(iv) The acquisition of property by the Authority by eminent domain under applicable laws, rules and regulations affecting the Authority;

(v) The commencement, prosecution or defense of any litigation by the Authority;

(vi) The issuance of any bonds by the Authority under applicable laws, rules and regulations;

(vii) The adoption or amendment of any budget of the Authority; and

(viii) The adoption or amendment of any bylaws of the Authority.

Section 3.07 Participation Percentages. Each of the member entities agree to participation percentages in the Authority as identified in Exhibit "B" which may be modified from time to time to reflect the addition or deletion of members in the Authority or other changes in participation percentages. Exhibit "B" is attached hereto and incorporated herein by this reference.

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ARTICLE 4 - FINANCIAL PROVISIONS

Section 4.01 Fiscal Year. The fiscal year of the Authority shall begin on January 1, and end on December 31, of each year.

Section 4.02 Accounting. All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the member entities and by bond holders as and to the extent provided by resolution or indenture.

Section 4.03 Reimbursement. Any member of the Authority providing services to the Authority shall receive reasonable reimbursement for all costs and expenses associated with such service, pursuant to a resolution of the Board or Directors.

Section 4.04 Property; Bonds. The Board of Directors shall from time to time designate the officers or persons in addition to those specified above who shall have charge of, manage, or have access to, any property of the Authority. Each such officer and person shall file a bond in an amount designated by the Board of Directors. Such designation shall be subject to ratification by the parties, in compliance with Government Code Section 6505.1.

Section 4.05 Budget. The Board shall adopt a budget for the Authority for the ensuring fiscal year at least thirty (30) days prior to the beginning of the fiscal year.

Section 4.05 Contribution.

(a) All fees, costs and expenses incurred by the Authority for member activities shall be allocated to and paid by members in accordance with the participation percentage of the members as set forth in Section 3.07 hereof.

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(b) All fees, costs and expenses incurred by the Authority arising from the particular project agreement shall be allocated to the participants signatory to the project agreement in accordance with the terms and conditions set forth in such agreement.

(c) If no provision has been made for the payment by a member of the allocated contribution within sixty (60) days of the billing date, that party shall be subject to termination. Any party failing to provide adequately for participation within the sixty (60) day period shall be given notice of termination. If the provision is not made for appropriate payment within ninety (90) days of the mailing of Notice of Termination, the interest of that party shall be terminated. A terminated party shall have no further participation in the Authority. The terminated member shall not be relieved from any obligations arising from any contracts, resolutions, indentures or other obligations of the Authority then in effect without the express consent of the remaining members of the Authority.

ARTICLE 5 - PROJECTS

Section 5.01 Projects. Subject to paragraph 4.02 hereof, the Authority's projects are intended to consist of those programs and facilities necessary to implement the powers and purposes articulated in Section 2.02 herein. The Authority may undertake the acquisition of additional water supply, the development, implementation, design, construction and rehabilitation of, and acquisition of funding for all or any portion of such projects on its own or in conjunction and cooperation with any other public agency or private entity. The Authority may also undertake such other projects as are consistent with the purposes set forth in

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this Agreement. Each project undertaken shall constitute an independent enterprise and member participation shall be defined in a project agreement adopted pursuant to the provisions of Section 5.02 hereof.

Section 5.02 Project Agreement. The members electing to participate in any Authority project approved by the Board 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 and in accordance with terms of such project agreement and shall not be the debts, liabilities, obligations and indebtedness of those members who have not executed a project agreement with respect thereto.

ARTICLE 6 - PLANNING

Section 6.02 Planning Policy. In keeping with the purposes of this Agreement, the members hereby authorize and direct the Board to undertake and participate in such studies and planning as are necessary to provide for the purposes set forth in this Agreement. The studies and planning shall consider the financial methods for funding such proposals, as well as the allocation of costs among the parties.

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ARTICLE 7 - RELATIONSHIP OF THE AUTHORITY AND ITS MEMBERS ENTITIES

Section 7.01 Separate Entity Property. In accordance with California Government Code Section 6506 and 6507, the Authority shall be a public entity separate from the parties to this Agreement. Unless, and to the extent otherwise agreed herein, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

Section 7.02 Additional Parties. Additional members may join in this Agreement and become member entities upon the unanimous consent of the then existing members. Any terms and conditions of such joinder shall be set forth as an exhibit to this agreement and shall be signed by all of the members. Any such terms and conditions shall be consistent with any contracts, resolutions or indentures of the Authority then in effect.

Section 7.03 Termination of a Member Entity's Participation in the Authority. Notwithstanding anything herein to the contrary, any member entity may withdraw from this Agreement by giving written notice of its election to do so, which notice shall be given to the Board of Directors and to each of the other parties; provided, that such withdrawal shall not in any way relieve the withdrawing member from any obligations of the Authority then in effect without the express consent of the remaining members of the Authority. In the event of a disagreement between the Authority and the withdrawing party as to whether such withdrawal will relieve the withdrawing member of any liability arising from any contracts, resolutions,

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indentures or other obligations of the Authority, the determination by the remaining members shall be conclusive.

In the event a member withdraws from the Authority in accordance with the terms and conditions hereof, such general member shall not receive a refund of any amounts advanced to the Authority by such member prior to the date of its withdrawal.

Section 7.04 Disposition of Property Upon Determination by Board of Surplus.

(a) Upon termination of this Agreement or upon the determination by the Board that any surplus money is on hand, such surplus money shall be returned to the then member entities of the Authority in proportion to their participation percentages. The Board of Directors shall first offer any properties, works, rights and interest of the Authority for sale to the member entities. If no such sale is consummated, then the Board of Directors shall offer the properties, works, rights and interest of the Authority for sale to any governmental agency, private entity or persons for good and adequate consideration. The new proceeds from any sale shall be distributed among the member entities in proportion to their participation percentages.

(b) If no such sale is consummated, then all of the properties, works, rights and interests of the Authority shall be allocated to the members in the same manner as the allocation of the net proceeds from the sale.

Section 7.05 Agreed Upon Share of Liability or Judgment for Damages. The parties to this Agreement do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically

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provided for in California Government Code Section 895.2 as amended or supplemented.

Provided, however, if the members of the Authority are, under such applicable law, held liable for such acts or omissions of the Authority caused in the performance of this Agreement, such parties shall be entitled to contribution from each of the other parties to the Agreement so that after said contribution each party shall bear a share equal to its participation percentage in existence at the time the subject act or omissions occurred. Each party shall indemnify, defend and hold harmless the other members from any liability, cause of action or damage in excess of its participation percentage.

ARTICLE 8 - MISCELLANEOUS PROVISION

Section 8.01 Amendment. This Agreement may be amended only by an agreement approved by all of the parties.

Section 8.02 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. Similarly should the participation of any party to this Agreement be decided by the courts or legislature to be illegal or in excess of that party's authority, the validity of the participation of the remaining parties to the Agreement shall continue upon the same terms as provided herein as if that party had not been a participant to the Agreement.

Section 8.03 Assignment. 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

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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.

Section 8.04 Notices. Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the following addresses or to such changed addresses as are communicated to the Authority and its member entities in writing;

Lower Tule River Irrigation District, P. O. Box 4388, 16563 Road 168, Woodville, California 93258;

Pixley Irrigation District, P. O. Box 477, 232 East Davis, Pixley, California 93256;

Porterville Irrigation District, P. O. Box 1248, 22086 Avenue 160, Porterville, California 93258;

Saucelito Irrigation District, P. O. Box 3858, Poplar, California 93258; and

Terra Bella Irrigation District, 24790 Avenue 95, Terra Bella, California 93270;

These addresses for official notices and any modifications thereto shall be listed in Exhibit A hereto and incorporated herein by this reference.

Section 8.06 Counterparts. This Agreement may be executed by the members in separate counterparts, each of which when so

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executed and delivered shall be an original. All such counterparts shall together form one and the same instrument.

Section 8.07 Choice of Law. This Agreement shall be governed by the laws of the State of California.

Section 8.08 Headings. The titles of paragraphs or articles of this Agreement are for convenience only, and no presumption or implication of the intent of the parties as to the construction of the 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.

LOWER TULE RIVER
IRRIGATION DISTRICT

_____ 2/25/94
DATE

Roger W. Robb 2/25/94
DATE

PIXLEY IRRIGATION DISTRICT

_____ 2/25/94
DATE

Roger W. Robb 2/25/94
DATE

PORTERVILLE IRRIGATION
DISTRICT

Guido Sombardi 2-25-94
DATE

_____ Feb. 25, 1994
DATE

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SAUCELITO IRRIGATION DISTRICT

_____ 2/25/94
DATE

_____ 2/25/94
DATE

TERRA BELLA IRRIGATION DISTRICT

_____ 2/25/94
DATE

_____ 2-25-94
DATE

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EXHIBIT A
MEMBERS OF THE AUTHORITY

Lower Tule River Irrigation District
P. O. Box 4388
16563 Road 168
Woodville, CA 93258

Pixley Irrigation District
P. O. Box 477
232 E. Davis
Pixley, CA 93256

Porterville Irrigation District
P. O. Box 1248
22086 Avenue 160
Porterville, CA 93258

Saucelito Irrigation District
P. O. Box 3858
Poplar, CA 93258
20712 Avenue 120
Porterville, CA 93257

Terra Bella Irrigation District
24790 Avenue 95
Terra Bella, CA 93270

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EXHIBIT B
PARTICIPATION PERCENTAGES

Lower Tule River Irrigation District	48.16%
Pixley Irrigation District	19.43%
Porterville Irrigation District	11.18%
Saucelito Irrigation District	11.64%
Terra Bella Irrigation District	9.59%

LAW OFFICES
DOOLEY & HERR
3600 W. Mineral King
Suite C
Visalia, CA 93291
(209) 636-0200

RESOLUTION
NO. 94-2-2

WHEREAS, the Board of Directors of the LOWER TULE RIVER IRRIGATION DISTRICT have studied and considered the proposed Deer Creek and Tule River Authority, and the proposed Joint Powers Agreement for the implementation of said Authority;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of LOWER TULE RIVER IRRIGATION DISTRICT as follows:

1. That said Board finds and determines that it would be in the best interests of this District to participate in the Deer Creek and Tule River Authority; and

2. That said Board hereby approves the proposed "Deer Creek and Tule River Authority Joint Powers Agreement", a copy of which is attached to this Resolution and incorporated by reference herein, and authorizes the President and Secretary to execute said Agreement on behalf of LOWER TULE RIVER IRRIGATION DISTRICT.

3. That said Board hereby appoints the following as initial representatives of the District to the Deer Creek and Tule River Authority:

BEN SERAFIN	DIRECTOR
DON MACMILLAN	ALTERNATE DIRECTOR
ROGER W. ROBB	ADVISORY COMMITTEE

****

C E R T I F I C A T I O N

I, Roger W. Robb, the duly qualified Assistant Secretary of the LOWER TULE RIVER IRRIGATION DISTRICT, do hereby certify that the foregoing is a full, true and correct copy of a motion adopted at a Regular Meeting of the Board of Directors duly held on the 8th day of February, 1994 of which meeting all members of said Board of Directors had due notice.

I hereby further certify that the same resolution has not been modified or amended in any way, and that the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and have affixed the official seal of the LOWER TULE RIVER IRRIGATION DISTRICT this 8th day of February, 1994.

Roger W. Robb

BEFORE THE BOARD OF THE
PORTERVILLE IRRIGATION DISTRICT

RESOLUTION 94-2

WHEREAS, the Board of Directors of the Porterville Irrigation District (the "District") have studied and considered the proposed Deer Creek and Tule River Authority, and the proposed Joint Powers Agreement for the implementation of said Authority;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the District as follows:

1. That said Board finds and determines that it would be in the best interest of the District to participate in the Deer Creek and Tule River Authority; and

2. That said Board hereby approves the proposed "Deer Creek and Tule River Authority Joint Powers Agreement", a copy of which is attached to this Resolution and incorporated by reference herein, and authorizes the President and Secretary to execute said Agreement on behalf of the District.

CERTIFICATION OF ADOPTION

I, DAVID L. HOFFMAN, do hereby certify that I am the duly appointed, qualified and acting Secretary of the Porterville Irrigation District, and that the foregoing is a true and correct copy of a Resolution duly adopted at a meeting of the Board of Directors of said District duly and regularly held on the 8th of February, 1994, at which meeting a quorum of said Board of Directors was present and acting; that said Resolution has never been modified, amended or revoked in whole or in part, and remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and the seal of said District this 8th day of February, 1994.

David L. Hoffman, Secretary of the
Porterville Irrigation District

RESOLUTION
NO. 94-2-1

WHEREAS, the Board of Directors of the Pixley Irrigation District have studied and considered the proposed Deer Creek and Tule River Authority, and the proposed Joint Powers Agreement for the implementation of said Authority;

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Pixley Irrigation District as follows:

1. That said Board finds and determines that it would be in the best interest of this District to participate in the Deer Creek and Tule River Authority; and

2. That said Board hereby approves the proposed "Deer Creek and Tule River Authority Joint Powers Agreement", a copy of which is attached to this Resolution and incorporated by reference herein, and authorizes the President and Secretary to execute said Agreement on behalf of Pixley Irrigation District.

CERTIFICATION

I, ROGER W. ROBB, the duly qualified and acting Secretary of PIXLEY IRRIGATION DISTRICT, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a regular meeting of the Board of Directors duly held at the regular meeting place thereof on the 3rd day of February, 1994, of which meeting all of the members of said Board of Directors had due notice.

I hereby further certify that the said Resolution has not been modified or amended in any way, and that the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of PIXLEY IRRIGATION DISTRICT, this 25th day of February 1994.

Roger W. Robb

ROGER W. ROBB

TERRA BELLA IRRIGATION DISTRICT

24790 AVENUE 95 • TERRA BELLA, CALIFORNIA 93270 • (209) 535-4414

President
EDWIN L. WHEATON
Vice President
JEFFREY C. BEER
Manager
JOHN E. BOUDREAU
Secretary Assesor-Collector-Treasurer
ERNEST W. TAYLOR
Assistant Manager
COURTLAND H. SMITH
Consulting Engineer
DENNIS R. KELLER P.E.
Legal Counsel
JEFFREY A. MEITH

DIRECTORS
Division 1
JEFFREY C. BEER
Division 2
GARY K. SCHULTZ
Division 3
EDWIN L. WHEATON
Division 4
GLEN R. FOWLER
Division 5
CARL S. RAMOS
Secretary of Board
ERNEST W. TAYLOR

RESOLUTION NO. 94-3

RESOLUTION RE: Deer Creek and Tule River Authority

WHEREAS, the Board of Directors of the Terra Bella Irrigation District have met this day in regular session, and

WHEREAS, the Board of Directors of the Terra Bella Irrigation District have studied and considered the proposed Deer Creek and Tule River Authority, and the proposed Joint Powers Agreement for the implementation of said Authority; now, therefore;

LET IT BE RESOLVED: by the Board of Directors of the Terra Bella Irrigation District as follows:

1. That said Board finds and determines that it would be in the best interest of this District to participate in the Deer Creek and Tule River Authority; and

2. That said Board hereby approves the proposed "Deer Creek and Tule River Authority Joint Powers Agreement", a copy of which is attached to this Resolution and incorporated by reference herein, and authorizes the President and Secretary to execute said Agreement on behalf of the Terra Bella Irrigation District.

Passed and adopted this 1st day of February 1994, by the following vote:

AYES: Ramos, Wheaton, Fowler, Schultz, Beer

NOES: None

ABSENT: None

ABSTAIN: None

CERTIFICATE OF SECRETARY

I do hereby certify that I am the Secretary of the Terra Bella Irrigation District, an irrigation district organized and existing under the laws of the State of California, and that the foregoing Resolution was duly adopted by the Board of Directors of said District at a meeting thereof duly and regularly held at the office of the said District at Terra Bella, California on the 1st day of February 1994, at which meeting a quorum of said Board of Directors was at all times present and acting, and that said Resolution has not been rescinded or amended in whole or any part thereof, and remains in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Terra Bella Irrigation District this 1st day of February 1994.

Ernest W. Taylor, Secretary
Terra Bella Irrigation District

TERRA BELLA IRRIGATION DISTRICT

24790 AVENUE 95 • TERRA BELLA, CALIFORNIA 93270 • (209) 535-4414

President
EDWIN L. WHEATON
Vice President
JEFFREY C. BEER
Manager
JOHN E. BOUDREAU
Secretary Assesor-Collector-Treasurer
ERNEST W. TAYLOR
Assistant Manager
COURTLAND H. SMITH
Consulting Engineer
DENNIS R. KELLER P.E.
Legal Counsel
JEFFREY A. MEITH

DIRECTORS
Division 1
JEFFREY C. BEER
Division 2
GARY K. SCHULTZ
Division 3
EDWIN L. WHEATON
Division 4
GLEN R. FOWLER
Division 5
CARL S. RAMOS
Secretary of Board
ERNEST W. TAYLOR

RESOLUTION NO. 94-4

RESOLUTION RE: Appointment of Director, Alternate Director and Advisory Committee Member to the Deer Creek and Tule River Authority

WHEREAS, the Board of Directors of the Terra Bella Irrigation District have met this day in regular session, and

WHEREAS, the Board of Directors has approved the District becoming a member of the Deer Creek and Tule River Authority, and

WHEREAS, under the terms of the Joint Exercise of Powers Agreement the District is required to appoint a Director, Alternate Director and Advisory Committee Member to represent the District on the Board of Directors of the Deer Creek and Tule River Authority, now, therefore;

LET IT BE RESOLVED: that the Board appoints the following individuals as follows:

Director	-	Edwin L. Wheaton
Alternate Director	-	Jeffrey C. Beer
Advisory Committee Member	-	John E. Boudreau

Passed and adopted this 1st day of February 1994, by the following vote:

AYES: Ramos, Wheaton, Fowler, Schultz, Beer

NOES: None

ABSENT: None

ABSTAIN: None

CERTIFICATE OF SECRETARY

I do hereby certify that I am the Secretary of the Terra Bella Irrigation District, an irrigation district organized and existing under the laws of the State of California, and that the foregoing Resolution was duly adopted by the Board of Directors of said District at a meeting thereof duly and regularly held at the office of the said District at Terra Bella, California on the 1st day of February 1994, at which meeting a quorum of said Board of Directors was at all times present and acting, and that said Resolution has not been rescinded or amended in whole or any part thereof, and remains in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Terra Bella Irrigation District this 1st day of February 1994.

Ernest W. Taylor, Secretary
Terra Bella Irrigation District

BEFORE THE BOARD OF DIRECTORS
OF THE
SAUCELITO IRRIGATION DISTRICT
COUNTY OF TULARE, STATE OF CALIFORNIA

RE: PARTICIPATION IN)
DEER CREEK & TULE)-
RIVER AUTHORITY.)

RESOLUTION NO. 021094B

WHEREAS, the Board of Directors of the SAUCELITO IRRIGATION DISTRICT have studied and considered the proposed Deer Creek and Tule River Authority, and the proposed Joint Powers Agreement for the implementation of said Authority;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of SAUCELITO IRRIGATION DISTRICT as follows:

1. That said Board finds and determines that it would be in the best interests of this district to participate in the Deer Creek and Tule River Authority; and

2. That said Board hereby approves the proposed "Deer Creek and Tule River Authority Joint Powers Agreement", a copy of which is attached to this Resolution and incorporated by reference herein, and authorizes the President and Secretary to execute said agreement on behalf of SAUCELITO IRRIGATION DISTRICT.

CERTIFICATION

I, James A. Akins, the duly qualified and acting Secretary/Manager of the Saucelito Irrigation District, do hereby certify that the foregoing is a full, true and correct copy of a Resolution made, passed and adopted by the Board of Directors of the Saucelito Irrigation District, at a Regular Meeting of said Board duly called and held on the 10th day of February, 1994.

Dated: February 10, 1994

James A. Akins
Secretary

EXHIBIT "A"
MEMBERS OF THE AUTHORITY

		Joined
Lower Tule River Irrigation District P.O. Box 4388 16563 Road 168 Woodville, CA 93258-4388	Original	2/25/94
Pixley Irrigation District P.O. Box 477 232 E. Davis Pixley, CA 93256	Original	2/25/94
Porterville Irrigation District P.O. Box 1248 22086 Avenue 160 Porterville, CA 93258	Original	2/25/94
Saucelito Irrigation District P.O. Box 3858 Poplar, CA 93258 20712 Avenue 120 Porterville, CA 93257	Original	2/25/94
Terra Bella Irrigation District 24790 Avenue 95 Terra Bella, CA 93270	Original	2/25/94
Stone Corral Irrigation District 37656 Rd. 172 Visalia, CA 93291		02/21/97

Revised 2/21/97

EXHIBIT "B"
PARTICIPATION PERCENTAGES

Lower Tule River Irrigation District	46.24%
Pixley Irrigation District	18.33%
Porterville Irrigation District	10.32%
Saucelito Irrigation District	10.76%
Stone Corral Irrigation District	5.58%
Terra Bella Irrigation District	8.77%

Revised 2/21/97

EXHIBIT "C"
ADDITIONAL MEMBER JOINDER NO. 1

Stone Corral Irrigation District has requested membership in the Authority and such membership has been accepted by the Deer Creek and Tule River Authority Board of Directors.

TERMS AND CONDITIONS

1. This joinder shall become effective upon signature below of all the members. Such signature shall constitute the consent of the existing members as provided in Section 7.02 of the Agreement and shall constitute approval of the attached Exhibit "A" Revised 2/21/97 and Exhibit "B" Revised 2/21/97.

2. Stone Corral Irrigation District shall pay its proportionate share of costs of the Authority based on the Participation Percentages in Exhibit "B", Revised 2/21/97 as follows:

   A. All costs for 1996.

   B. All project capitol costs incurred prior to 1996.

3. All other provisions of the Agreement shall remain in full force and effect on all the members including Stone Corral Irrigation District.

LOWER TULE RIVER IRRIGATION DISTRICT

PRESIDENT _____ 3/27/99 DATE

SECRETARY _____ 3/27/99 DATE

PIXLEY IRRIGATION DISTRICT

PRESIDENT _____ 3/27/99 DATE

SECRETARY _____ 3/27/99 DATE

PORTERVILLE IRRIGATION DISTRICT

Guido Lombardi — 3-5-99
PRESIDENT — DATE

David L. Hoff — 2/23/99
SECRETARY — DATE

SAUCELITO IRRIGATION DISTRICT

Eric R. Merritt — 3/11/99
PRESIDENT — DATE

James A. Ek — 3/11/99
SECRETARY — DATE

TERRA BELLA IRRIGATION DISTRICT

Thomas L. Wheaton — 3/18/99
PRESIDENT — DATE

Karen L. Kenwood — 3/18/99
SECRETARY — DATE

STONE CORRAL IRRIGATION DISTRICT

Daniel E. Preston — 3/23/99
PRESIDENT — DATE

Roy D. [illegible] — 3/24/99
SECRETARY — DATE

EXHIBIT "D"
ADDITIONAL MEMBER JOINDER NO. 2

Tea Pot Dome Water District has requested membership in the Authority and such membership has been accepted by the Deer Creek and Tule River Authority Board of Directors.

TERMS AND CONDITIONS

1. This joinder shall become effective upon signature below of all the members. Such signature shall constitute the consent of the existing members as provided in Section 7.02 of the Agreement and shall constitute approval of the attached Exhibit "A" Revised 1/16/04 and Exhibit "B" Revised 1/16/04.

2. Tea Pot Dome Water District shall pay its proportionate share of costs of the Authority based on the Participation Percentages in Exhibit "B" Revised 1/16/04. Tea Pot Dome Water District shall have not, as a result of this Joinder, have any interest in or liability towards existing special projects.

3. All other provisions of the Agreement shall remain in full force and effect on all the members including Tea Pot Dome Water District.

LOWER TULE RIVER IRRIGATION DISTRICT

_____ 4-13-04
PRESIDENT DATE

_____ 4-13-04
SECRETARY DATE

PIXLEY IRRIGATION DISTRICT

_____ 4-15-04
PRESIDENT DATE

_____ 4-15-04
SECRETARY DATE

PORTERVILLE IRRIGATION DISTRICT

Guido Lombardi — PRESIDENT — FEB 27, 2004 — DATE

David L. Weaver — SECRETARY — FEB 27, 2004 — DATE

SAUCELITO IRRIGATION DISTRICT

Eric Merritt — PRESIDENT — 2/27/04 — DATE

James R. Ekis — SECRETARY — 2/27/04 — DATE

TERRA BELLA IRRIGATION DISTRICT

[signature] — PRESIDENT — 3/10/04 — DATE

[signature] — SECRETARY — 3-4-04 — DATE

STONE CORRAL IRRIGATION DISTRICT

[signature] — PRESIDENT — 3/19/04 — DATE

[signature] — SECRETARY — 3-18-04 — DATE

TEA POT DOME WATER DISTRICT

[signature] — PRESIDENT — 3-19-04 — DATE

Catherine Fabrizio — SECRETARY — 3/19/04 — DATE

D.1.1

EXHIBIT "E"
ADDITIONAL MEMBER JOINDER NO. 3

Vandalia Irrigation District has requested membership in the Authority and such membership has been accepted by the Deer Creek and Tule River Authority Board of Directors.

TERMS AND CONDITIONS

1. This joinder shall become effective upon signature below of all the members. Such signature shall constitute the consent of the existing members as provided in Section 7.02 of the Agreement and shall constitute approval of the attached Exhibit "A" Revised 11/17/06 and Exhibit "B" Revised 11/17/06.

2. Vandalia Irrigation District shall pay its proportionate share of costs of the Authority based on the Participation Percentages in Exhibit "B" Revised 11/17/06. Vandalia Irrigation District shall have not, as a result of this Joinder, have any interest in or liability towards existing special projects.

3. All other provisions of the Agreement shall remain in full force and effect on all the members including Vandalia Irrigation District.

LOWER TULE RIVER IRRIGATION DISTRICT

PRESIDENT — 11-17-06 DATE

SECRETARY — 11/17/06 DATE

PIXLEY IRRIGATION DISTRICT

PRESIDENT — 11/28/06 DATE

SECRETARY — 11/17/06 DATE

PORTERVILLE IRRIGATION DISTRICT

Guido Lombardi — 11-17-2006

PRESIDENT — DATE

David K Hoffman — 11/17/2006

SECRETARY — DATE

SAUCELITO IRRIGATION DISTRICT

Bob McCentey Board Member — 11/17/06

PRESIDENT — DATE

[signature] — 11-17-06

SECRETARY — DATE

TERRA BELLA IRRIGATION DISTRICT

Bert E Peyel — 11-17-06

PRESIDENT — DATE

[signature] — 11-17-06

SECRETARY — DATE

STONE CORRAL IRRIGATION DISTRICT

George M [signature] — 11-17-06

PRESIDENT — DATE

Willie D. West — 12/5/06

SECRETARY — DATE

TEA POT DOME WATER DISTRICT

Dana Sherwood — 11-17-06

PRESIDENT — DATE

[signature] — 11-17-06

SECRETARY — DATE

VANDALIA IRRIGATION DISTRICT

PRESIDENT — DATE 11/17/06

SECRETARY — DATE 11/17/06

EXHIBIT "A"
MEMBERS OF THE AUTHORITY

Lower Tule River Irrigation District 357 E. Olive Ave Tipton, CA 93272	Original	2/25/94
Pixley Irrigation District 357 E. Olive Ave Tipton, CA 93272	Original	2/25/94
Porterville Irrigation District P.O. Box 1248 22086 Avenue 160 Porterville CA 93258	Original	2/25/94
Saucelito Irrigation District P.O. Box 3858 20712 Avenue 120 Porterville CA 93258	Original	2/25/94
Stone Corral Irrigation District 37656 Road 172 Visalia CA 93292		2/21/97
Tea Pot Dome Water District 105 West Tea Pot Dome Avenue Porterville, CA 93257		1/16/04
Terra Bella Irrigation District 24790 Avenue 95 Terra Bella CA 93270	Original	2/25/94
Vandalia Irrigation District 2032 South Hillcrest Porterville CA 93258		11/17/06

Revised 11/17/06

EXHIBIT "B"
PARTICIPATION PERCENTAGES

Lower Tule River Irrigation District	43.83%
Pixley Irrigation District	16.94%
Porterville Irrigation District	9.22%
Saucelito Irrigation District	9.65%
Stone Corral Irrigation District	4.66%
Tea Pot Dome Water District	3.86%
Terra Bella Irrigation District	7.73%
Vandalia Irrigation District	4.11%

Revised 11/17/06