

EXHIBIT A**Resolution No. 21-301****A Resolution of the Board of Supervisors of the County of Fresno
Adopting Findings and Authorizing the Execution of a Contract between the
United States Department of Interior Bureau of Reclamation and County of Fresno
Providing for Water Service and Facilities Repayment**

WHEREAS, the United States of America, Department of the Interior, Bureau of Reclamation ("Bureau of Reclamation"), has constructed and is operating the Central Valley Project ("CVP") in California, for diversion, storage carriage, distribution and beneficial use, for flood control, irrigation, municipal domestic, industrial, fish and wildlife mitigation, protection and restoration, generation and distribution of electric energy, salinity control, navigation and other beneficial uses, of the waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries ("Project Water");

WHEREAS, on November 10, 1975, the Bureau of Reclamation, Department of Water Resources of the State of California ("DWR"), and the County of Fresno ("County") entered into a contract providing for water service via the Cross Valley Canal to the County, Contract No. 14-06-200-8292A (the "Original Contract");

WHEREAS, subsequent to February 29, 1996, and pursuant to subsection 3404(c)(1) of the Central Valley Project Improvement Act ("CVPIA"), the Bureau of Reclamation, DWR and the County entered into interim renewal contracts identified as Contract Nos. 14-06-200-8292A-IR1 through IR18, the current of which is referred to as the "Existing Contract", and provides for continued water service to County from March 1, 2020 through February 28, 2022;

WHEREAS, the Existing Contract provides for conversion to a repayment contract under subsection (d) of Section 9 of the Act of August 4, 1939, as supplemented by the Act of July 2, 1956, all as provided by law;

WHEREAS, on or about December 16, 2016, the 114th Congress of the United States of America enacted the Water Infrastructure Improvements for the Nation Act, (Public Law 114-322, 130 Stat. 1628) (the "WIIN Act");

WHEREAS, Section 4011(a)(1) of the WIIN Act provides that "upon request of the contractor, the Secretary of the Interior shall convert any water service contract in effect on the date of enactment of this subtitle and between the United States and a water users' association to allow for prepayment of the repayment contract pursuant to paragraph (2) under mutually agreeable terms and conditions";

WHEREAS, in a letter from the Director of the County's Department of Public Works and Planning ("Director") dated April 26, 2018, County gave notice of intent to request that the United States convert the Existing Contract, entered into under section (e) of the Act of August 4, 1939 (53 Stat. 1195), to a repayment contract under Section 9(d) of that act pursuant to Section 4011(a)(1)(A) of the WIIN Act, which the United States received as a request for conversion;

WHEREAS, the County and the Bureau of Reclamation agree on the terms and conditions of a form of repayment contract consistent with the requirements of the WIIN Act, entitled "Contract Between the United States and the County of Fresno Providing for Project Water Service and Facilities Repayment", Contract No. 14-06-200-8292A-IR5-P in the form attached hereto as Exhibit "A" and incorporated herein (the "Repayment Contract");

WHEREAS, the Repayment Contract continues water service from the CVP to County and provides, among other things, that the County reserves and shall have all of the rights available to it under the Act of July 2, 1956 (70 Stat. 483), and that upon completing the repayment obligations as required therein, the acreage limitations, reporting, and full cost pricing provisions of the Reclamation Reform Act of 1982 (96 Stat. 1263) shall no longer be applicable to the County;

WHEREAS, Project Water available to the County under the Repayment Contract will be diverted through the same facilities as the water provided under the Existing Contract;

WHEREAS, the County will continue to distribute Project Water received pursuant to the Repayment Contract through the same County distribution facilities used in connection with water made available under the Existing Contract;

WHEREAS, the Repayment Contract does not increase the quantity of Project Water to be made available to the County and no additional lands within the County will be irrigated as a result of the conversion to the Repayment Contract;

WHEREAS, the Repayment Contract requires that the County provide the United States with a final decree of a court of competent jurisdiction of the State of California confirming the proceedings on the part of the Contractor for the authorization and execution of the Repayment Contract;

WHEREAS, for purposes of the California Environmental Quality Act ("CEQA"), Lower Tule River Irrigation District is the lead agency for, by each agency that contracts for delivery of water through the Cross Valley Canal ("Cross Valley Contractor"), including the County: (1) the approval and execution of a contract with the United States, Department of Interior, Bureau of Reclamation ("Reclamation") that converts, pursuant to Section 4011(a)(1) of the Water Infrastructure Improvement for the Nation Act, Public Law 114-322, 130 Stat. 1628 (the "WIIN Act"), the Cross Valley Contractor's existing contract for Project Water from the CVP to a repayment contract authorizing prepayment of outstanding CVP construction costs; and (2) the approval and execution of a contract with Reclamation and DWR that renews and updates the terms of an existing contract for the conveyance of the Cross Valley Contractor's CVP water until 2035 (the "Project").

WHEREAS, Lower Tule River Irrigation District, as lead agency, at a duly noticed public meeting of its Board of Directors, by Resolution No. 2021-9-1, certified the Final EIR for the Cross Valley Contractors Conversion of Water Supply Contracts and Renewal of Conveyance Contracts (State Clearinghouse No. 2020100075) (the "Final EIR"), which Final EIR evaluates under CEQA (Public Resources Code Section 21000 et seq.) the conversion of the Existing Contract to the Repayment Contract, and the renewal of a long-term conveyance agreement by County with the Bureau of Reclamation and DWR as provided in the Conveyance Contract;

WHEREAS, pursuant to CEQA Guideline 15906, as a responsible agency, the County must consider the environmental effects as shown in the Final EIR prepared by Lower Tule River Irrigation District and reach its own conclusions on whether and how to approve the Project; and

WHEREAS, the County Board of Supervisors has independently reviewed and considered the information contained in the Final EIR, as well as Lower Tule River Irrigation District's certification of the Final EIR and approval of the Project, and Lower Tule River Irrigation District's Findings of Fact in Lower Tule River Irrigation District's Resolution No. 2021-9-1, and all oral and written evidence presented to this Board; and

WHEREAS, pursuant to CEQA and the CEQA Guidelines (14 Cal. Code Regs., Section 15000 et seq.) the County's Board of Supervisors must make and adopt written findings for each significant effect of the Project, accompanied by a brief explanation of the rationale for each finding. The Final EIR identifies no significant effects for the proposed Project, and the written findings, attached hereto as Exhibit "B", identify no significant effects for the proposed Project.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF SUPERVISORS AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The form of the Repayment Contract attached hereto as Exhibit "A" and incorporated herein is hereby approved, and the Board acknowledges that:
 - a. Changes to the amount of the Repayment Obligation set forth in Exhibit C of the Repayment Contract will be finalized and adjusted to reflect a discount of $\frac{1}{2}$ the Treasury rate as it exists on the effective date of the Repayment Contract, as required by Section 4011(a)(2)(A) of the WIIN Act;
 - b. Some terms will be finalized based on the date that the County signs and the Bureau of Reclamation countersigns the Repayment Contract, specifically including the date on Line 1 of the Repayment Contract; and
 - c. Some non-substantive, conforming edits might be necessary to reconcile all of the terms of the Repayment Contract.
3. The Fresno County Board of Supervisors authorize the Director, subject to review and approval by County Counsel and the Auditor-Controller/Treasurer-Tax Collector, to sign the final Repayment Contract attached hereto as Exhibit "A" and incorporated herein, subject only to the changes noted in Item 2 above.
4. The Director or their designee is authorized to and directed to provide two (2) signed originals of the Repayment Contract and a certified copy of this Resolution to the Bureau of Reclamation.
5. The Director and County Counsel are authorized and directed to take all such additional actions as may be necessary or appropriate to facilitate the conversion of the Existing Contract to the Repayment Contract, to obtain a final decree confirming the proceedings on the part of the County for the authorization and execution of the Repayment Contract, to obtain and expend funding necessary to satisfy the Repayment Obligation and to ensure continued and uninterrupted water service to the County under the Repayment Contract.
6. Pursuant to CEQA section 21166 and State CEQA Guidelines sections 15096(a) and 15162, the Final EIR prepared by Lower Tule River Irrigation District is adequate for use by the County as a responsible agency and is incorporated herein by this reference, and no subsequent or supplemental EIR is necessary to address any changes to the Project, changes in circumstances, or new information generated since Lower Tule River Irrigation District certified the Project Final EIR under CEQA.
7. Pursuant to State CEQA Guidelines section 15096 and in its limited role as a responsible agency under CEQA, the County Board has reviewed and considered the Final EIR, as

well as Lower Tule River Irrigation District's certification of the Final EIR and approval of the Project, and Lower Tule River Irrigation District's CEQA Findings of Fact, and the Board incorporates those items herein by reference. As to those resources within the County's power and authority as a responsible agency under CEQA, the Fresno County Board of Supervisors exercises its independent judgment and finds that the Final EIR contains a complete, objective, and accurate reporting of the Project's impacts.

8. Exercising its independent judgment, the County Board concurs with the CEQA Findings of Fact approved by Lower Tule River Irrigation District and hereby adopts those CEQA Findings of Fact, attached hereto as Exhibit "B" and incorporated herein by this reference.
9. The Director or their designee are hereby authorized and directed to take all actions necessary to effectuate the intent of this Resolution, and to cause a Notice of Determination reflecting the foregoing actions to be executed and filed with the State Clearinghouse.

THE FOREGOING, was passed and adopted by the following vote of the Board of Supervisors of the County of Fresno this 19th day of October 2021, to-wit:

AYES: Supervisors Brandau, Magsig, Mendes, Pacheco, Quintero
NOES: None
ABSENT: None
ABSTAINED: None



Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

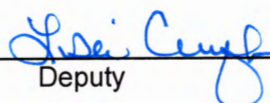
By  _____
Deputy

EXHIBIT B

Repayment Obligation - Current Calculation under the WIIN Act, Section 4011 (a) (2)

Unpaid Construction Cost from the 2021 Water Rate Books*

Contractor: County of Fresno
Facility: Cross Valley Canal
Contract: 14-06-200-8292A-IR5-P

Irrigation Construction Cost (2021 Irrigation Ratebook, Schedule A-2Ba)			
	Unpaid Cost		Discount
Construction Cost	\$ 144,335		
2020 Repayment (Estimate) **	\$ 13,725		
Adjusted Construction Cost	\$ 130,610	\$ 122,777	
Intertie Construction Cost (N/A):	\$ -	\$ -	
Total	\$ 130,610	\$ 122,777	
If Paid in Installments (Used 20 yr CMT)			
	Due****		
Payment 1	7/1/2021	\$ 31,570	
Payment 2	7/1/2022	\$ 31,570	
Payment 3	7/1/2023	\$ 31,570	
Payment 4	7/1/2024	\$ 31,570	
Total Installment Payments		\$ 126,281	
20 yr CMT Rates - 05/18/2021 (to be adjusted to effective date of contract) [@]		2.270%	
Discount Rate (1/2 of the Treasury Rate per the WIIN Act, Section 4011(a)(2)(A))		1.135%	

M&I Construction Cost (2021 M&I Ratebook, Sch A-2Ba)	
	Unpaid Cost
Construction Cost:	\$ (10,294)
2020 Repayment (Estimate) **	\$ -
Adjusted Construction Cost***:	\$ (10,294)

Calculation Support: Irrigation Lump Sum or First Payment**** 7/1/2021
 Days Until the End of the Fiscal Year 91

Fiscal Yr	Unpaid Allocated Construction Cost			Unpaid Intertie Construction Cost			Total
	Beginning Balance	Straight Line Repayment	Present Value	Beginning Balance	Straight Line Repayment	Present Value	Present Values
2021	\$ 130,610	\$ 13,061	\$ 12,878	\$ -	\$ -	\$ -	\$ 12,878
2022	\$ 117,549	\$ 13,061	\$ 12,769	\$ -	\$ -	\$ -	\$ 12,769
2023	\$ 104,488	\$ 13,061	\$ 12,626	\$ -	\$ -	\$ -	\$ 12,626
2024	\$ 91,427	\$ 13,061	\$ 12,484	\$ -	\$ -	\$ -	\$ 12,484
2025	\$ 78,366	\$ 13,061	\$ 12,344	\$ -	\$ -	\$ -	\$ 12,344
2026	\$ 65,305	\$ 13,061	\$ 12,206	\$ -	\$ -	\$ -	\$ 12,206
2027	\$ 52,244	\$ 13,061	\$ 12,069	\$ -	\$ -	\$ -	\$ 12,069
2028	\$ 39,183	\$ 13,061	\$ 11,933	\$ -	\$ -	\$ -	\$ 11,933
2029	\$ 26,122	\$ 13,061	\$ 11,799	\$ -	\$ -	\$ -	\$ 11,799
2030	\$ 13,061	\$ 13,061	\$ 11,667	\$ -	\$ -	\$ -	\$ 11,667
2031-63				\$ -	\$ -	\$ -	\$ -
Total, Lump Sum Payment		\$ 122,777				\$ -	\$ 122,777

Amount of Reduction, Lump Sum \$ 7,833 \$ - \$ 7,833

* Costs are assumed to be paid and all charges are assumed to be accurate. If at a later date charges are determined to need update, they are still required. Also, unpaid charges are still a requirement under contract.

** 2020 Repayment is based on a conservative estimate. If not sufficient, the remainder will be billed.

*** Excludes Interest to payment date as Interest will be computed as an annual expense as usual.

**** Contractor has 60 days from the effective date of the contract or installment dates to make payment.

[@]To be updated. The WIIN Act requires us to have a Constant Maturity Treasury rate based on the effective date of the contract.