

**MANAGEMENT ZONE AGREEMENT FOR PERMITTEES IN THE KINGS WATER ALLIANCE**  
**BOUNDARIES SUBJECT TO THE NITRATE CONTROL PROGRAM IN THE WATER QUALITY**  
**CONTROL PLAN FOR THE TULARE LAKE BASIN**

This Agreement is entered into by and between the KINGS WATER ALLIANCE, a California nonprofit public benefit corporation (hereafter “KWA”) and the County of Fresno, a political subdivision of the State of California, (hereafter “Participant” as described in Attachment A, Attachment B and Attachment C) (referred to individually or collectively as Party or Parties). The effective date of this Agreement is December 14, 2021, 2021.

**RECITALS**

1. On May 31, 2018, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) adopted its Resolution R5-2018-0034, “Amendments to the Water Quality Control Plans for the Sacramento River and San Joaquin River Basins and the Tulare Lake Basin to Incorporate A Central Valley-Wide Salt and Nitrate Control Program” (Basin Plan Amendments). The Basin Plan Amendments were approved by the State Water Resources Control Board (State Water Board) on October 16, 2019, by its Resolution 2019-0057, and the Office of Administrative Law on January 15, 2020. Parts of the Basin Plan Amendments became effective upon Office of Administrative Law approval. Other parts become effective after receiving approval from the United States Environmental Protection Agency.
2. The Basin Plan Amendments include the Program to Control and Permit Nitrate Discharges to Groundwater (Nitrate Control Program). The Nitrate Control Program became effective on or about January 15, 2020.
3. The Nitrate Control Program applies to all discharges of nitrate to groundwater basins that are designated with the municipal and domestic supply (MUN) beneficial use. Application of the Nitrate Control Program to discharges that are subject to Central Valley Water Board authority is being implemented based on priorities set forth in the Basin Plan Amendments.
4. The Nitrate Control Program identifies the following six groundwater basins/sub-basins as Priority 1 basins/sub-basins: Kaweah, Turlock, Chowchilla, Tule, Modesto and Kings. Priority 2 basins include: Yolo, Merced, Kern County (Westside South); Tulare Lake; Kern County (Poso); Delta Mendota; Eastern San Joaquin; and Madera. Compliance with the Nitrate Control Program is triggered when the Central Valley Water Board issues a Notice to Comply to permittees that discharge nitrate to groundwater in the identified Priority basins. Upon receipt of the Notice to Comply, permittees need to select one of two pathways for complying with the Nitrate Control Program.
5. On or about May 30, 2020, the Central Valley Water Board sent Notices to Comply to dischargers and irrigated agricultural lands coalition groups that are within the boundaries of the six identified Priority 1 basins. The Notice to Comply requires dischargers to either meet the new requirements through an individual permitting action or participate in a

Management Zone. For those permittees that choose to participate in a Management Zone, a preliminary Management Zone Proposal and Early Action Plan must be submitted to the Central Valley Water Board no later than March 8, 2021. Permittees working together as a Management Zone must then develop and submit a Final Management Zone Proposal within 180 days after Central Valley Water Board review of the preliminary proposal. Six months after the Central Valley Water Board's Executive Officer accepts the Final Management Zone Proposal, the permittees working collaboratively in the Management Zone must develop and submit a Management Zone Implementation Plan.

6. The Nitrate Control Program requires the Central Valley Water Board to send Notices to Comply to dischargers and irrigated agricultural lands coalition groups that are within the boundaries of the identified Priority 2 basins within two (2) to four (4) years after the effective date of the Nitrate Control Program. In anticipation of Notices to Comply being sent in the future to dischargers in Priority 2 basins, KWA has established Management Zone boundaries that will accommodate dischargers in adjacent and related Priority 2 basins. Dischargers in the Priority 2 basins that are within the KWA boundaries have the option of participating in the Management Zone now or waiting until they receive a Notice to Comply from the Central Valley Water Board in the future.
7. The primary purpose of a Management Zone is to develop plans for addressing nitrate in groundwater and help in providing access to safe drinking water for residents impacted by nitrate contamination in groundwater.
8. KWA finds that serving as a coordinating entity for permittees within the KWA boundary area that select the Management Zone pathway, and possibly other basins in the future, is consistent with KWA's specific purposes, which is to maintain and improve the quality of life in central and southern San Joaquin Valley by implementing programs that provide access to safe drinking water for residents, and by engaging in groundwater nitrate reduction activities with the goal of protecting or enhancing the quality of groundwater drinking water supplies for residents.
9. The KWA Management Zone is open to dischargers of nitrate that are authorized by the Central Valley Water Board to discharge nitrate to groundwaters of the state and that have or will receive a Notice to Comply from the Central Valley Water Board. Dischargers of nitrate participating in the KWA Management Zone include irrigated agriculture, dairies, food processors, publicly owned treatment works (POTWs), and others.<sup>1</sup>
10. Participant has either received a Notice to Comply, has members that have received a Notice to Comply, with the Nitrate Control Program, or anticipates receiving a Notice to Comply with the Nitrate Control Program in the future. After reviewing and considering the

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<sup>1</sup> The term nitrate as used in this Agreement is intended to include other forms of nitrogen speciation (e.g., total Nitrogen and nitrate+nitrite) that is used by the Central Valley Water Board to address nitrate discharges.

options available for complying with the Nitrate Control Program, Participant intends to comply by participating in KWA's Management Zone.

## **TERMS OF AGREEMENT**

1. KWA agrees to serve as the coordinating entity for dischargers, including Participant, that are located within the KWA Management Zone boundaries and that have selected the Management Zone option for complying with the Nitrate Control Program.
  - a. As the coordinating entity, KWA agrees to conduct KWA Management Zone activities in a manner that complies with the intent and purposes of the Nitrate Control Program.
  - b. KWA agrees to prepare proposals, reports, plans and other deliverables that are required for Management Zone participants under the Nitrate Control Program in a timely manner that allows Participant and all other participating dischargers a reasonable time for review and comment prior to submittal to the Central Valley Water Board. Such draft documents include, but are not limited to, the Early Action Plan, the Preliminary Management Zone Proposal, the Final Management Zone Proposal, and the Management Zone Implementation Plan, as those capitalized terms are used in the Nitrate Control Program.
  - c. KWA agrees to provide Participant reasonable notice of KWA Management Zone meetings that are specifically held for communicating with Participant and other dischargers, and regular information regarding other Management Zone meetings and activities such as Advisory Group meetings with members of the community, community outreach events and other Management Zone activities.
  - d. Participant understands that KWA is the coordinating entity for the Management Zone to which the Participant has voluntarily selected as its preferred option for complying with the Nitrate Control Program. However, the Participant remains responsible for complying with the terms of its applicable waste discharge requirements as issued by the Central Valley Water Board.
2. The Participant agrees to pay, and KWA agrees to receive as compensation for performance of its services under Paragraph 2 of this Agreement, the reasonable costs allocated to Participant by KWA as provided in section 5 of this Agreement.
  - a. Starting with the Fiscal Year of 2021-2022, KWA shall submit annual invoices to the Participant. The first invoice for FY 2021-2022 may include administrative costs for services associated with development of the Management Zone that were incurred in the previous fiscal year.

- b. Any costs allocated to Participant shall be reasonable and take into account Participant's relative contribution of nitrate to groundwater within the boundaries of the Management Zone.
  - c. The Participant shall pay each annual invoice within 60 days after receipt. The Participant shall remit any payment to KWA's address specified in the invoice.
  - d. The maximum amount payable by the Participant to KWA under this Agreement for each Participant fiscal year during the term of this Agreement is \$\_10,000.
  - e. KWA acknowledges that the Participant is a local government entity, and does so with notice that the Participant's powers are limited by the California Constitution and by State law, and with notice that KWA may receive compensation under this Agreement only for services performed according to the terms of this Agreement, while this Agreement is in effect, and subject to the limitation that costs allocated to Participant must be reasonable and consider Participant's relative contribution of nitrate to groundwater within the boundaries of the Management Zone. KWA further acknowledges that the Participant's employees have no authority to pay KWA except as expressly provided in this Agreement.
  - f. KWA acknowledges that the Participant is entering into this Agreement in part on behalf of two County Service Areas of Participant, namely Fresno County Service Area No. 44, Zone D (Monte Verdi Estates), and Fresno County Service Area No. 47 (Quail Lake Estates), and that, under the County Service Area Law (Gov. Code, Tit. 3, Div. 2, Pt. 2, Art. 1, beginning with section 25210), funds of those County Service Areas must be used to pay compensation under this Agreement that is allocated to those areas, and that the General Fund of the Participant is not liable for the payment of such compensation.
3. Participant understands that costs of the KWA Management Zone program are allocated by KWA to the participants, including Participant, based on reasonable costs that take into account Participant's relative contribution of nitrate to groundwater within the boundaries of the Management Zone. Costs allocated to participants, including Participant, are determined annually by the KWA Board of Directors.
4. Prior to approving any annual cost allocation, KWA agrees that participants, including Participant, shall have a reasonable amount of time to review and comment on the proposed annual cost allocation. The cost allocation to Participant shall distinguish costs allocated Fresno County Service Area No. 44, Zone D (Monte Verdi Estates); Fresno County Service Area No. 47 (Quail Lake Estates); and the Participant's Juvenile Justice Campus.
5. KWA agrees that payments by Participant under this Agreement may only be used by KWA for the sole purpose of developing proposals, reports, and plans to comply with the Management Zone provisions within the Nitrate Control Program, including reasonable and

necessary administrative costs, consultant costs, and other costs incurred by KWA in furtherance of developing and implementing Management Zone proposals, reports, and plans to comply with the Management Zone provisions of the Nitrate Control Program..

6. The KWA and the Participant agree to jointly seek alternative funding sources for development and implementation of all or parts of the Early Action Plan, Preliminary Management Zone Proposal, Final Management Zone Proposal, and Management Zone Implementation Plan, if determined appropriate.
7. The Participant understands that compliance with the terms of the Nitrate Control Program is ultimately determined by the Central Valley Water Board and not KWA or other participants to this Agreement.
8. This Agreement is effective on the date as approved by the Fresno County Board of Supervisors and is in effect until June 30, 2023. Unless notice of termination has been given by May 1, 2023, the term of this Agreement shall be extended for a two (2) year term beginning on July 1, 2023. Thereafter, this Agreement shall be extended for successive terms of two (2) years beginning on July 1 and ending on the second following June 30, unless notice of Agreement termination, with or without cause, has been served by Participant to KWA or by KWA to Participant by May 1 of the same year before the next two-year extension.
9. The Participant is free to withdraw from this Agreement at any time upon giving a minimum of 60 days written notification to the KWA. Any contributions to KWA by the Participant prior to giving notice of withdrawal shall not be reimbursable by KWA to the Participant. Participant shall continue to be responsible for its cost allocation of required contributions during the notice period unless otherwise agreed to in writing by the Parties.
10. In the event that the Participant does not fulfill its material obligations to KWA under this Agreement, the KWA will notify the Central Valley Water Board of the Participant's failure to fulfill its material obligations under this Agreement, but not until after providing Participant a reasonable amount of time to cure its failures to meet its material obligations under this Agreement.
11. Participant understands that the KWA reserves the right to terminate this Agreement with a Participant after providing written notice at least sixty (60) days in advance of such termination and after providing the Participant with a reasonable period of time to cure any breaches or defaults that may be the cause for such termination. Any action by the KWA to terminate the Agreement with respect to Participant (or one of the entities governed by Participant) shall include a detailed statement of reason(s) for such termination in writing, with reference to specific obligations of the Participant under this Agreement. The Participant may request that KWA provide Participant an opportunity to appear before the KWA Board of Directors to oppose such termination prior to the termination becoming effective. The KWA Board of Directors maintains the discretion to grant the request for

appearance before the KWA Board of Directors prior to the termination becoming effective. The KWA Board of Directors reserves the ultimate authority to determine if a termination shall become effective.

12. KWA intends to remain the entity for administering the Management Zone. However, in the event that the KWA finds it necessary to withdraw from administering the Management Zone, KWA agrees to all of the following:
  - a. Provide at least six (6) months' notice in advance of such withdrawal so that participants, in cooperation with the Central Valley Water Board, have the opportunity to identify or create a new successor entity for administering the Management Zone.
  - b. Provide all data, reports, and information to any successor entity identified by the participants and/or the Central Valley Water Board.
  - c. Transfer all remaining funds, after addressing all outstanding liabilities, to any identified successor entity, to the extent allowed by KWA's Bylaws and applicable state and federal law.
  - d. Agree to work cooperatively with the Central Valley Water Board, participants, and any successor entity for an orderly transfer of data, information, reports, and remaining funds, as applicable.
13. The KWA agrees to maintain an accounting system that clearly documents funds provided to the KWA for the Management Zone and funds paid out from KWA for purposes of administering and implementing the Management Zone.
14. If the amount to be paid by the Participant under this Agreement exceeds \$10,000, KWA is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the expiration or termination of this Agreement.
15. Participation in a KWA Management Zone, and being a Party to this Agreement, shall not constitute an admission of liability or fault with respect to nitrate contamination in groundwater that may exist within the Management Zone boundaries, or beyond.
16. The Agreement is not intended for the benefit of, and does not create any rights or obligations for, any person or entity not a Party to this Agreement and shall not be enforceable by any person or entity who is not a Party to this Agreement.
17. KWA agrees to cooperate and work with Participant to develop and implement all Management Zone related documents and programs to comply with the Nitrate Control Program. Participant understands that KWA does not have exclusive control over the content of documents and that KWA will also cooperate and work with other participants, its Advisory Group, the Central Valley Water Board and others in the development and

implementation Management Zone related documents and implementation of the Management Zone program.

18. The Agreement shall be interpreted and enforced pursuant to the laws of the State of California. It is agreed that in the event of any litigation arising hereunder, the Parties hereto shall submit to the jurisdiction of any court of competent jurisdiction within the State of California, County of Fresno.
19. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the balance of the Agreement shall remain in full force and effect, and the Parties shall make best efforts to replace the invalid or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the Parties' original intent.
20. The Agreement may be executed in counterparts with the same force and effect as if executed in one complete document by all Parties.
21. This Agreement may only be amended or modified by a written instrument executed by both Parties.
22. This Agreement, including its attachment, is the entire agreement between KWA and the Participant with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement.

*[Signatures on next page]*

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the date set forth above.

Date: January 13, 2022

KINGS WATER ALLIANCE

By: *Kassy D. Chauhan*

Signature of KWA Board Chair  
(or authorized designee)

Kassy D. Chauhan

Print name of KWA Board Chair  
(or authorized designee)

PARTICIPANT ENTITY

Date: \_\_\_\_\_

\_\_\_\_\_

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

Signature of Participant entity  
authorized representative

\_\_\_\_\_

Print name of Participant entity  
authorized representative



IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the date set forth above.

Date: \_\_\_\_\_

KINGS WATER ALLIANCE

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

Signature of KWA Board Chair  
(or authorized designee)

\_\_\_\_\_  
Print name of KWA Board Chair  
(or authorized designee)


COUNTY OF FRESNO

Date: December 14, 2021

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

  
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

FOR ACCOUNTING USE ONLY:

Department of Public Works and Planning

District CSA 44D

Fund: 0870

Subclass: 16430

Org No.: 9247

Account: 7295

FOR ACCOUNTING USE ONLY:

Department of Public Works and Planning

District CSA 47

Fund: 4030

Subclass: 40680

Org No.: 9310

Account: 7295

FOR ACCOUNTING USE ONLY:

Department of Public Works and Planning

District JJC

Fund: 0801

Subclass: 16900

Org No.: 9140

Account: 7295

**Attachment A**

**Participant Contact Information for the  
COUNTY SERVICE AREA NO. 44D**

Entity Name: COUNTY OF FRESNO

Physical Address: 2220 TULARE STREET, 6TH FLOOR

FRESNO, CA 93721

Mailing Address: 2220 TULARE STREET, 6TH FLOOR

FRESNO, CA 93721

CV-SALTS ID: 1751

Board Resolution Number  
(if applicable)

(Please provide a copy of the signed Board Resolution.)

Authorized Representative

Name: STEVEN E. WHITE

Phone number: (559) 600-4500

Email address: stwhite@fresnocountyca.gov

Technical Representative

Name: MITCH WRIGHT

Phone number: (559) 600-4744

Email address: miwright@fresnocountyca.gov

Billing Representative

Name: ELENA COTTA

Phone number: (559) 600-4482

Email address: ecotta@fresnocountyca.gov

**Attachment B**

**Participant Contact Information for the  
COUNTY SERVICE AREA NO. 47**

Entity Name: COUNTY OF FRESNO

Physical Address: 2220 TULARE STREET, 6TH FLOOR

FRESNO, CA 93721

Mailing Address: 2220 TULARE STREET, 6TH FLOOR

FRESNO, CA 93721

CV-SALTS ID: 1751

Board Resolution Number  
(if applicable)

(Please provide a copy of the signed Board Resolution.)

Authorized Representative

Name: STEVEN E. WHITE

Phone number: (559) 600-4500

Email address: stwhite@fresnocountyca.gov

Technical Representative

Name: MITCH WRIGHT

Phone number: (559) 600-4744

Email address: miwright@fresnocountyca.gov

Billing Representative

Name: JULIE ZIMMER-BELLE

Phone number: (559) 600-4481

Email address: jzimmer@fresnocountyca.gov

**Attachment C**

**Participant Contact Information for the  
COUNTY OF FRESNO JUVENILE JUSTICE  
CAMPUS**

Entity Name: COUNTY OF FRESNO

Physical Address: 2220 TULARE STREET, 6TH FLOOR

FRESNO, CA 93721

Mailing Address: 2220 TULARE STREET, 6TH FLOOR

FRESNO, CA 93721

CV-SALTS ID: 1751

Board Resolution Number  
(if applicable)

(Please provide a copy of the signed Board Resolution.)

Authorized Representative

Name: STEVEN E. WHITE

Phone number: (559) 600-4500

Email address: stwhite@fresnocountyca.gov

Technical Representative

Name: MITCH WRIGHT

Phone number: (559) 600-4744

Email address: miwright@fresnocountyca.gov

Billing Representative

Name: CHERYL OU

Phone number: (559) 600-4323

Email address: cou@fresnocountyca.gov