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E-FILED  
11/10/2020 4:00 PM  
Superior Court of California  
County of Fresno  
By: I. Herrera, Deputy

7 Attorneys for FRESNO SLOUGH WATER DISTRICT

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF FRESNO, CENTRAL DIVISION

11

12 FRESNO SLOUGH WATER DISTRICT, a  
California water district  
13  
Plaintiff,  
14  
v.  
15  
ALL PERSONS INTERESTED IN THE  
16 MATTER of the Authorization of the Contract  
Between the United States and Fresno Slough  
17 Water District Providing for Project Water  
Service From Delta Division and Facilities  
18 Repayment, Contract No. 14-06-200-4019A-  
LTR1-P and the Proceedings Related Thereto,  
19  
Defendants.  
20

Case No. [20CECG03314](#)  
**FRESNO SLOUGH WATER DISTRICT’S  
COMPLAINT FOR VALIDATION**  
[Code Civ. Proc. §§ 860 *et seq.*]  
  
[Calendar Preference per Code of Civil  
Procedure § 867]

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22 Plaintiff FRESNO SLOUGH WATER DISTRICT (the “District”) alleges as  
23 follows:

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**Nature of the Action**

25 1. The District brings this *in rem* validation again against all interested persons  
26 pursuant to California Code of Civil Procedure Sections 860 *et seq.* (the “Validation Statutes”),  
27 and Water Code Section 35855. The District seeks the Court’s judgment confirming the validity  
28 of that certain “Contract Between the United States and Fresno Slough Water District Providing

1 for Project Water Service from Delta Division and Facilities Repayment,” Contract No. 14-06-  
2 200-4019A-LTR1, between the United States Department of Interior through the Bureau of  
3 Reclamation (“Reclamation”) and the District (the “Conversion Contract”). The Conversion  
4 Contract is authorized by Section 4011(a) of the Water Infrastructure Improvements for the Nation  
5 Act, Pub.L. 114-322 (2016) (the “WIIN Act”).

6           2.       At a duly noticed and public board meeting, the District’s Board of  
7 Directors (the “Board”) approved the Conversion Contract and authorized, *inter alia*, its execution  
8 and delivery as set forth in Resolution No. 20/21-02 dated October 7, 2020 (the “Resolution”).  
9 The Conversion Contract was fully executed by both parties and is effective November 1, 2020.  
10 The Resolution and the executed Conversion Contract are attached hereto as Exhibits 1 and 2,  
11 respectively, and are incorporated herein by this reference.

12           3.       This special *in rem* validation action is brought under the Validation  
13 Statutes for prompt judicial examination, approval, and final confirmation of the proceedings  
14 leading up to and including the adoption of the Resolution and resulting approval and execution of  
15 the Conversion Contract as set forth in the Resolution. Judicial validation will ensure the  
16 implementation of the Conversion Contract and continued agricultural water supply to the  
17 District’s customers.

18           4.       A court’s validation of the District’s actions authorizing the execution of the  
19 Conversion Contract is necessary to ensure that the Conversion Contract is binding on the United  
20 States pursuant to 43 U.S.C. Section 511, and by the terms of the Conversion Contract itself,  
21 which states:

22                     Promptly after the execution of this amended Contract, the Contractor [the District]  
23                     will provide to the Contracting Officer [Reclamation] a certified copy of a final  
24                     decree of a court of competent jurisdiction in the State of California, confirming  
25                     the proceedings on the part of the Contractor for the authorization of the execution  
26                     of this amended Contract. This amended Contract shall not be binding on the  
27                     United States until the Contractor secures a final decree.

26                     (Conversion Contract, § 41.)

27           5.       All proceedings by and for the District set forth herein are in the best  
28 interests of the District and all interested parties, and are in conformity with the provisions of all



1 the county in which the action is pending, and whenever possible within the District’s boundaries,  
2 and in such other counties or by any other means that the Court may direct.

3 14. The District proposes to provide notice of this validation action by  
4 publication of the Summons in the *Fresno Business Journal*, which is a newspaper published in  
5 general circulation in the County of Fresno.

6 15. The District is informed and believes, and thereon alleges, that the  
7 proceedings held herein and the adoption of the Resolution are of general knowledge to the  
8 persons affected thereby or interested therein. Because the District does not have an internet  
9 website, the District proposes to mail a copy of the Summons to all District landowners as another  
10 reasonably practicable manner of providing notice. An ex parte application for publication and  
11 mailing of the Summons is filed concurrently with this Complaint. The District requests this  
12 Court order accordingly.

13 **Factual Background**

14 16. The United States, through Reclamation, constructed and operates the  
15 Central Valley Project (“CVP” or “Project”) for diversion, storage, carriage, distribution, for  
16 beneficial use, flood control, irrigation, municipal, domestic, industrial, fish and wildlife  
17 mitigation, protection and restoration, power generation and distribution, salinity control,  
18 navigation and other beneficial uses, of the waters of the Sacramento River, the American River,  
19 the Trinity River, and the San Joaquin River, and their tributaries.

20 17. On or about July 30, 1968, the District and Reclamation entered into  
21 Contract No. 14-06-200-4019A (the “1968 Contract”) for delivery of Project water through the  
22 Delta-Mendota Canal, a component of the CVP facilities. The 1968 Contract included the  
23 delivery of 866 acre feet (AF) of permanent Schedule 2 water (“Rights Water”)<sup>1</sup>, and for delivery  
24 of 4,000 AF of supplemental water purchased from the United States (“Project Water”) through  
25 December 23, 2003, for irrigation purposes.

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28 \_\_\_\_\_  
<sup>1</sup> Rights water is not contemplated in the Conversion Contract, and remains subject to the terms of the 1968 Contract.

1           18.     The District and Reclamation subsequently entered into two interim renewal  
2 contracts identified as Contract No(s). 14-06-200-4019A-IR1 and 14-06-200-4019A-IR2 for  
3 delivery of Project Water from March 1, 2004, through February 28, 2006 (collectively, the  
4 “Interim Contracts”), pursuant to Section 3404(c)(1) of the Central Valley Project Improvement  
5 Act (Pub. L. No. 102-575, 106 Stat. 4706, 4709 (1992)).

6           19.     After expiration of the Interim Contracts, the District and Reclamation  
7 entered into a long-term contract identified as Contract No. 14-06-200-4019A-LTR1 for continued  
8 water service (the “Existing Contract”).

9           20.     Section 4011(a)(1) of the WIIN Act allows for the conversion and  
10 prepayment of current water service contracts executed under Section 9(c)(2) and 9(e) of the 1939  
11 Reclamation Project Act (53 Stat. 1187) (the “1939 Act”), at the request of a water contractor,  
12 such as the District.

13           21.     Pursuant to and consistent with the WIIN Act, the District requested  
14 conversion of its Existing Contract, which was executed under Section 9(e) of the 1939 Act, to a  
15 repayment contract under Section 9(d) of the 1939 Act. Section 9(d)(2) states that “the part of the  
16 construction costs [of the CVP] allocated by the Secretary [of the Interior] to irrigation shall be  
17 included in a general repayment obligation of the organization...” The “general repayment  
18 obligation shall be spread in annual installments.” (1939 Act, § 9(d)(3).)

19           22.     The WIIN Act allows prepayment of the repayment contract obligations in a  
20 lump sum or in or an otherwise accelerated prepayment, at the contractor’s election. (WIIN Act, §  
21 4011(a)(2)(A).)

22           23.     The District and Reclamation engaged in Conversion Contract negotiations  
23 for continued water delivery and repayment terms beginning on or about May 29, 2019. On or  
24 about July 6, 2020, Reclamation posted the unexecuted negotiated Conversion Contract on its  
25 internet website for a public comment period.

26           24.     After the public comment period ended on August 31, 2020, Reclamation  
27 transmitted the Conversion Contract to the District for the District’s approval on or about October  
28 2, 2020.

1                   25.     On October 5, 2020 the District posted a notice and agenda for its special  
2 Board of Directors meeting on the District’s publicly-available bulletin board more than 24 hours  
3 prior to the special Board of Directors meeting held on October 7, 2020, consistent with the Ralph  
4 M. Brown Act (Gov. Code §§ 54950 *et seq.*) (“Brown Act”) and specifically Government Code  
5 section 54956. The Agenda is attached hereto and incorporated herein by reference as Exhibit 3.  
6 Consideration of the Conversion Contract was identified as an action item on the Agenda.

7                   26.     Under California Water District Law, the District has the authority to enter  
8 into contracts and cooperate with the United States under the Federal Reclamation Act of June 17,  
9 1902 and all subsequent related acts of Congress (collectively, “Reclamation Law”) for “[f]or the  
10 storage, regulation, control, development, and distribution of water for the irrigation of land.”  
11 (Wat. Code §§ 35851, 35875.) Authority is also granted to the District to enter into contracts with  
12 the United States for the operation of irrigation and flood control works, for the delivery of water  
13 supply, and to assume indebtedness to the United States. (*Id.* at §§ 35876, subs. (a) – (c).) This  
14 authority granted by the California Legislature includes contracting for delivery and distribution of  
15 water by federal reclamation projects, such as the CVP. (See *id.* at § 35878 [water districts have  
16 the same powers, rights and privileges as irrigation districts under Irrigation District Federal  
17 Cooperation law], § 23197 [contracting with the United States for delivery and distribution of  
18 water on district lands].) The District and its Board of Directors have the authority to perform all  
19 acts necessary to carry out the powers granted to the District and to perform the terms of any  
20 federal contract. (*Id.* at §§ 23179; 35877.)

21                   27.     The WIIN Act and the 1939 Act are both Acts amendatory to federal  
22 Reclamation Law.

23                   28.     At said duly-noticed October 7, 2020 Board meeting, the District’s Board  
24 approved the Conversion Contract and authorized a) the District’s Board President to execute and  
25 deliver the Conversion Contract as set forth in the Resolution; b) the filing a notice of statutory  
26 and categorical exemptions from the California Environmental Quality Act (Pub. Res. Code §§  
27 21000 *et seq.*) for approval of and authorization of execution of the Conversion Contract; and c)  
28 additional actions in furtherance thereof.

1           29.     The Conversion Contract was so executed by the District on October 7,  
2 2020, and signed by the United States thereafter to become effective on November 1, 2020.

3                                   **First Cause of Action**

4                                   (Determination of Validity)

5           30.     The District incorporates by reference, as though fully set forth herein,  
6 paragraphs 1 through 29 alleged in this Complaint.

7           31.     The District has properly brought this *in rem* validation action under the  
8 Validation Statutes, and Water Code Section 35855 for entering to and approving the execution of  
9 the Conversion Contract.

10          32.     The District and its Board have the authority under California Water  
11 District Law and Irrigation District Federal Cooperation Law to enter into the Conversion Contract  
12 with the United States for federal water delivery and repayment obligations, and to adopt and  
13 approve the Resolution, and each of the findings, determinations, and terms therein. (Wat. Code  
14 §§ 35851; 35875 35876, subds. (a) – (c); 35878; 23179.) The District’s President and Secretary  
15 have the authority to execute contracts necessary to carry out the District’s powers and purposes.  
16 (*Id.* at § 35406, subd. (a).)

17          33.     The District’s authorization of the Conversion Contract was validly and  
18 properly approved by the District’s Board in the Resolution pursuant to the Code of Civil  
19 Procedure Section 864, and the authorizations in the Resolution are “in existence” for the purpose  
20 of being validated in this action.

21                                   **Prayer for Relief**

22                                   WHEREFORE, Plaintiff prays for relief as follows:

23          34.     That the Court order that jurisdiction over the subject matter and all  
24 interested persons be obtained by publishing the Summons pursuant to Code of Civil Procedure  
25 Section 861 and Government Code Section 6063 in the manner described herein, and additional  
26 notice to other interested persons in the form and manner described herein;

27          35.     That the Court find that the notice procedures in accordance with Code of  
28 Civil Procedure Section 861, and additional notice as described herein, do and will provide due

1 and proper notice to all persons interested in the subject matter of this action, and that pursuant to  
2 such notice, this Court has jurisdiction over all persons and the subject matter of this action;

3           36.     That the Court find that this action is properly brought under Water Code  
4 Section 35855 and the Validation Statutes in the Superior Court for the County of Fresno;

5           37.     That judgment be entered on the First Cause of Action determining that:

6                 (a)     The District and its Board have the authority under California Water  
7 District Law and Irrigation District Federal Cooperation Law to enter into the Conversion Contract  
8 with the United States for water delivery and repayment obligations, and to adopt and approve the  
9 Resolution, and each of the findings, determinations, and terms therein;

10                (b)     Pursuant to Code of Civil Procedure Section 864, the District’s  
11 adoption of and authorizations in the Resolution are “in existence” for the purpose of determining  
12 their validity in this action;

13                (c)     The Conversion Contract and Resolution are proper matters to be  
14 validated in this *in rem* validation action brought pursuant to the Validation Statutes;

15                (d)     The District’s actions related to the Resolution and Conversion  
16 Contract were valid and proper under California law, and so validate the Conversion Contract and  
17 all of the District’s actions related thereto;

18                (e)     This action be binding and conclusive as to all matters adjudicated  
19 herein and as to all matters which could have been adjudicated herein, against the District and  
20 against all other parties to this action;

21                (f)     All persons shall be permanently enjoined and restrained from  
22 instituting any action or proceeding challenging, *inter alia*, the validity of the Resolution and the  
23 Conversion Contract, or any other matters herein adjudicated or which at this time could have  
24 been adjudicated against the District or any other persons;

25           38.     For costs as appropriate in the court’s discretion, pursuant to Code of Civil  
26 Procedure Section 868; and

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39. For such other and further relief as the Court may deem just and proper.

DATED: November 10, 2020

Respectfully submitted,

BAKER MANOCK & JENSEN, PC

By: 

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DISTRICT