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Superior Court of California
County of Fresno
By: I. Herrera, Deputy

7 Attorneys for TRANQUILLITY IRRIGATION DISTRICT

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF FRESNO, CENTRAL DIVISION

11

12 TRANQUILLITY IRRIGATION DISTRICT,
a California Irrigation District,

13 Plaintiff,

14 v.

15 ALL PERSONS INTERESTED IN THE
16 MATTER of the Authorization of the Contract
Between the United States and Tranquillity
17 Irrigation District Providing for Project Water
Service From Delta Division and Facilities
18 Repayment, Contract No. 14-06-200-701-A-
LTR1-P, and the Proceedings Related Thereto,

19 Defendants.

Case No. [20CECG03315](#)

**TRANQUILLITY IRRIGATION
DISTRICT’S COMPLAINT FOR
VALIDATION**

[Code Civ. Proc. §§ 860 *et seq.*]

[Calendar Preference per Code of Civil
Procedure § 867]

20
21 Plaintiff TRANQUILLITY IRRIGATION DISTRICT (the “District”) alleges as
22 follows:

23 **Nature of the Action**

24 1. The District brings this *in rem* validation again against all interested persons
25 pursuant to California Code of Civil Procedure Sections 860 *et seq.* (the “Validation Statutes”),
26 and California Water Code Sections 22670 and 23225. The District seeks the Court’s judgment
27 confirming the validity of that certain “Contract Between the United States and Tranquillity
28 Irrigation District Providing for Project Water Service from Delta Division and Facilities

1 Repayment,” Contract No. 14-06-200-701-A-LTR1-P, between the United States Department of
2 Interior through the Bureau of Reclamation (“Reclamation”) and the District (the “Conversion
3 Contract”). The Conversion Contract is authorized by Section 4011(a) of the Water Infrastructure
4 Improvements for the Nation Act, Pub.L. 114-322 (2016) (the “WIIN Act”).

5 2. At a duly noticed and public board meeting, the District’s Board of
6 Directors (the “Board”) approved the Conversion Contract and authorized, *inter alia*, its execution
7 and delivery as set forth in Resolution No. 2020-04 dated October 14, 2020 (the “Resolution”).
8 The Conversion Contract was fully executed by both parties and is effective November 1, 2020.
9 The Resolution and the executed Conversion Contract are attached hereto as Exhibits 1 and 2,
10 respectively, and are incorporated herein by this reference.

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

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

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

25 (Conversion Contract, § 41.)

26 5. All proceedings by and for the District set forth herein are in the best
27 interests of the District and all interested parties, and are in conformity with the provisions of all
28 laws and enactments at any time in force or controlling upon said proceedings, whether federal,

1 contracts for delivery of Contract Water from March 1, 2004, through February 28, 2006
2 (collectively, the “Interim Contracts”), pursuant to Section 3404(c)(1) of the Central Valley
3 Project Improvement Act (Pub. L. No. 102-575, 106 Stat. 4706, 4709 (1992)) (the “CVPIA”).

4 19. After expiration of the Interim Contracts, the District and Reclamation
5 entered into a long-term contract for continued water service, identified as Contract No. 14-06-
6 200-701-A-LTR1 (the “Existing Contract”).

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

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

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

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

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

27 25. On October 7, 2020 the District posted a notice and agenda for its special
28 Board meeting on the District’s publicly-available bulletin board more than 24 hours prior to the

1 Resolution, and each of the findings, determinations, and terms therein;

2 (b) Pursuant to Code of Civil Procedure Section 864, the District's
3 adoption of and authorizations in the Resolution are "in existence" for the purpose of determining
4 their validity in this action;

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

7 (d) The District's actions related to the Resolution and Conversion
8 Contract were valid and proper under California law, and so validate the Conversion Contract and
9 all of the District's actions related thereto;

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

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

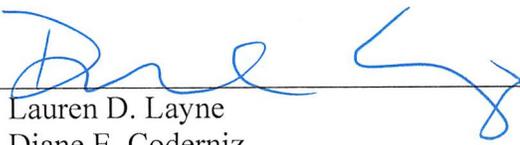
17 38. For costs as appropriate in the Court's discretion, pursuant to Code of Civil
18 Procedure Section 868; and

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

20 DATED: November 10, 2020

Respectfully submitted,

21 BAKER MANOCK & JENSEN, PC

22
23 By: 
24 Lauren D. Layne
25 Diane E. Coderniz
26 Jessica S. Johnson
27 Attorneys for TRANQUILLITY IRRIGATION
28 DISTRICT