

Thomas D. Orvis, President  
Herman Doornenbal  
Linda Santos  
Brad DeBoer  
Ed Tobias

District 3  
District 2  
District 4  
District 5  
District 1

**SPECIAL MEETING OF THE BOARD OF DIRECTORS**  
**OAKDALE IRRIGATION DISTRICT**  
**1205 EAST F STREET, OAKDALE, CA 95361**  
**TUESDAY, MARCH 8, 2022 – 2:00 P.M.**  
**AGENDA**

**NOTICE: CORONAVIRUS (COVID-19)**

A complete copy of the Agenda packet will be available on the Oakdale Irrigation District website ([www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)) on Monday, March 7, 2022 by 2:00 p.m. All writings that are public records and relate to an agenda item which are distributed to a majority of the Board of Directors less than 24-hours prior to the meeting noticed above will be made available on the Oakdale Irrigation District website ([www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)).

**INFORMATION FOR REGULAR MEETING DURING SHELTER IN PLACE ORDER**

Pursuant to California Governor Gavin Newsom's Executive Order N-29-20, a local legislative body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public who wish to participate and to provide public comment to the local legislative body during the current health emergency. The Oakdale Irrigation District Board of Directors (OID Directors) will adhere to and implement the provisions of the Governor's Executive Order related to the Brown Act and the utilization of technology to facilitate participation.

The location of the meeting will be 1205 East F Street. This site may be utilized as the call-in center for some or all Directors who will be communicating via teleconference. Be advised these facilities are currently closed to public access due to implemented protection measures for the COVID 19 virus. The public will not be granted access to this facility.

If you wish to join the meeting as a member of the public to participate, listen to and provide comment on agenda items, then please dial in using your phone. To join the OID Directors' meeting by teleconference, please call **1 669-900-9128, Access Code: 358-572-1867 #, the message will ask for a participant ID, just press # again. If you experience technical difficulties, please contact our IT Systems Administrator Michael Ballinger at (209) 896-6887.**

In addition to the mandatory conditions set forth above, the OID Directors will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings, including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act in order to maximize transparency and provide the public access to their meetings.

The OID Directors offer many ways for you to participate in the OID Board Meeting without attending a meeting in person. Although it is not required, the Board will accept written comments in lieu of public comments (as outlined above) provided the written comments are submitted via email by 4:30 p.m. on the day before the meeting to [nfiez@oakdaleirrigation.com](mailto:nfiez@oakdaleirrigation.com). Pursuant to Government Code section 54954.3(b)(1), Public Comment, public comment on an Agenda Item is limited to five (5) minutes.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 840-5507, as far in advance as possible but no later than 24 hours before the scheduled event. The District will provide its best effort to fulfill the request.

Agendas and Minutes are on our website at [www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

### ACTION CALENDAR – ITEMS 1 - 2

1. Review and Take Possible Action to **Approve the Emergency Purchase of the Rubrik Immutable Backup Solution**
2. Review and Take Possible Action to **Approve Adoption of Resolution for a Temporary Water Transfer Agreement by and among the Oakdale Irrigation District, the South San Joaquin Irrigation District and the Stockton East Water District and Authorize the General Manager to Execute**

### PUBLIC COMMENTS – ITEM 3

3. The Board of Directors welcomes participation in its meetings. This time is provided for the public to address the Directors of the District on matters of concern that fall within the jurisdiction of the Board that are not on the agenda.

Because matters being discussed are not on the agenda there should be no expectation of discussion or comment by the Board except to properly refer the matter for review or action as appropriate. Matters concerning District operations or responsibilities can be addressed prior to Board meetings by contacting District Management or Directors. In this manner, your concerns can be addressed expeditiously.

The Oakdale Irrigation District Board pledges to be respectful, truthful, knowledgeable, productive and unified in conducting the people's business. The Board believes in conducting its business using respectful and civil dialogue and would request that the public conduct itself in a similar fashion in their presentations. Disrespectful and threatening behavior will not be tolerated.

It is not required, but speakers may provide their name and address.

Public Comments will be limited to five minutes per speaker.

### OTHER ACTION – ITEM 4

4. Adjournment:
  - A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, April 5, 2022 at 9:00 a.m.** via teleconference. Details can be obtained by calling (209) 847-0341.
  - B. The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation**

**Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, March 17, 2022 at 8:00 a.m.** in the board room of the Oakdale Irrigation District, 1205 East F Street, Oakdale, CA.

*Writings distributed to Board Members in connection with the open session items on this agenda are available for public inspection in the office of the Board Secretary. Any person who has a question concerning any of the agenda items may call the Executive Assistant at (209) 840-5507.*

*ADA Compliance Statement: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Executive Assistant at (209) 840-5507. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.*



# **AGENDA ITEMS ACTION CALENDAR**

## **BOARD MEETING OF MARCH 8, 2022**

# BOARD AGENDA REPORT

Date: March 8, 2022  
Item Number: 1  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE THE EMERGENCY PURCHASE OF THE RUBRIK IMMUTABLE BACKUP SOLUTION**

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**RECOMMENDED ACTION:** Approve the emergency purchase of the Rubrik Immutable Backup solution from ePlus

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## **BACKGROUND AND/OR HISTORY:**

Immutable backup hardware was placed in the 2022 Capital Budget to assist with the protection of OID infrastructure against Cyber Attacks. As part of our Cybersecurity and Business Continuity Plan draft, staff has determined that this is the best approach to continuing business and recovering data if we are attacked.

Staff conducted a search of the California Multiple Award Schedules (CMAS) and other cooperative purchasing agreements on the California Department of General Services Procurement Division website and found three potential devices and was proceeding with the competitive bid process to purchase the hardware.

Staff is now requesting that this purchase be approved as an emergency purchase, as allowed in the procurement policy, due to the sudden, unexpected damage to our current backup device during a power surge. The lack of adequate backup of data poses a clear and imminent danger to our operating systems and requires immediate action to prevent the loss of essential public services.

We are currently backing up a subset of data because the current hardware cannot backup all of the information. We have sought other mitigating options, such as utilizing the Cloud for primary backup, however, due to internet connection limitations, this is not an option.

In addition to replacing backup hardware, the new device will prevent ransomware from encrypting our backup data, alleviate disk space on our current storage array, and allow for growth of OID data.

Of the three devices, the Rubrik solution, which is a combination of hardware and software, provides the most comprehensive solution to meet our critical business needs and goals at the best value. Staff is recommending approval of the emergency purchase of the Rubrik solution from ePlus.

## **ATTACHMENTS:**

- Immutable Backup Comparison
  - ePlus Quote for Rubrik Solution
-

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**Orvis (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No) Tobias (Yes/No)**

**Action(s) to be taken:**

## Oakdale Irrigation District Immutable Backup Hardware for Ransomware Prevention/Mitigation

|                          | Rubrik  | DellEMC       | DellEMC #2                             |
|--------------------------|---|---------------|--|
| <b>Hardware</b>          |   |               |  |
| Product Name             | R6404s  | IDPA DD4400   | DD6400                                 |
| Storage (TB)             | 30  | 36            | 32                                     |
| CPU                      | 4 x 10 core x86 2.2Ghz  |               |  |
| Memory                   | 256   |               |  |
|                          |   |               |  |
| Cost                     | 17800   | 65000         | 60000                                  |
|                          |   |               |  |
| <b>Software/Features</b> |   |               |  |
| Software                 | Rubrik Complete   | Avamar        | Veeam                                  |
| Cost                     | 30003.84  | included      | 7740                                   |
|                          |   |               |  |
| <b>Warranty/Support</b>  |   |               |  |
| Hardware Support         | 6030  |               |  |
| Software Support         | 3591  |               |  |
|                          |   |               |  |
| Implementation Cost      | 6600  |               |  |
|                          |   |               |  |
| <b>Total Cost</b>        | <b>64,025</b>   | <b>65,000</b> | <b>67,740</b>                          |
|                          |   |               |  |
| <b>Notes:</b>            | Stand-Alone Device.<br>Includes backup software.<br>Recommended by MID. |               | Must use our existing backup software. |
|                          |   |               |  |
|                          |   |               |  |
|                          |   |               |  |
|                          |   |               |  |
|                          |   |               |  |



**Customer Name:** Oakdale Irrigation District  
**Quote No:** 22694874  
**Quote Name:**  
**Quotation Date:** 08/23/2021

**Sales Support Contact:** SABRINA JORDAN  
**Sales Support Phone:** 949-930-7366  
**Sales Support Email:** SABRINA.JORDAN@EPLUS.COM

**Customer PO No:**  
**Order No:**  
**Expiration Date:** 02/24/2022

**Account Executive:**  
**Account Executive Phone:**  
**Account Executive Email:**

**External Notes:**

CA Contract Number: 7-17-70-40-05  
 NASPO Master Contract Number: AR2472

| Line No. | Part Number      | MFG    | Description/Line Notes   | QTY | Unit Price | Ext. Price |
|----------|------------------|--------|--|-----|------------|------------|
| 001      | RBK-R6404S-HW-02 | RUBRIK | R6404S APPL 4NODE 48TB<br><b>Line Note:</b><br>\$17,822.95   | 1   | 17,800.00  | 17,800.00  |
| 002      | RBK-CMPLT-R6404  | RUBRIK | RUBRIK COMPLETE EDITION FOR R6404 INCL RCDM PO<br><b>Line Note:</b><br>844.55  | 36  | 833.44     | 30,003.84  |
| 003      | RBK-SVC-BASIC-HW | RUBRIK | BASIC SUP FOR HW PREPAY M-F 8AM-8PM SUP<br><b>Line Note:</b><br>46,251.70<br>Priced annually per NASPO Contract. Qty 1 for 36 Months | 3   | 2,010.00   | 6,030.00   |
| 004      | RBK-NAS-DA-B     | RUBRIK | NAS DIRECT ARCHIVE FOR 10 FETB, INCL. BASIC SUPPORT, SUBSCRIPTIONPREPAY, M-F; 8AM-8PM 36 MOS<br><b>Line Note:</b><br>252.70          | 36  | 99.75      | 3,591.00   |
| 005      | EPLUS-PRO-SERV   | EPLUS  | EPLUS PROFESSIONAL SERVICES  | 1   | 6,600.00   | 6,600.00   |

**Totals**

64,024.84

**Sub Total (USD): 64,024.84**

**Est. Tax (USD): TBD if Applicable**

**Freight (USD): 0.00**

**Total (USD): 64,024.84**

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.



PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

**Customer Acceptance**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Customer PO #: \_\_\_\_\_

**Bill To**

Oakdale Irrigation District

**Ship To**

Oakdale Irrigation District

# BOARD AGENDA REPORT

Date: March 8, 2022  
Item Number: 2  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE ADOPTION OF RESOLUTION FOR A TEMPORARY WATER TRANSFER AGREEMENT BY AND AMONG THE OAKDALE IRRIGATION DISTRICT, THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT AND THE STOCKTON EAST WATER DISTRICT AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE**

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**RECOMMENDED ACTION:** Approve Resolution for the temporary water transfer agreement by and among the OID, SSJID and SEWD and authorize the GM to execute barring no substantive changes

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**BACKGROUND AND/OR HISTORY:** OID and SSJID (collectively the "Districts") have historically and jointly entered into agreements with Stockton East Water District (SEWD) for the temporary transfer of water based on the Districts' pre-1914 water rights. The Districts are contemplating the temporary transfer to SEWD of up to 30,000 acre- feet for the 2021-2022 water year ending September 30.

The water is to be diverted by SEWD at Goodwin Dam and conveyed via the Upper Farmington Canal. This water would predominately be used as M&I water with some agricultural availability. The agricultural uses would be dependent on groundwater conditions but would in all cases reduce pumping in the areas being served.

**FISCAL IMPACT:** Potentially \$1-3 million to OID depending on volume taken by SEWD

**ATTACHMENTS:**

- Water Transfer Contract
  - Resolution
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**Orvis (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No) Tobias (Yes/No)**

**Action(s) to be taken:**

**2022 ONE-YEAR WATER TRANSFER AGREEMENT  
BY AND BETWEEN  
OAKDALE IRRIGATION DISTRICT, SOUTH SAN JOAQUIN  
IRRIGATION DISTRICT AND  
STOCKTON EAST WATER DISTRICT**

This Agreement is entered into this \_\_\_\_ day of March 2022, by Oakdale Irrigation District ("OID"), South San Joaquin Irrigation District ("SSJID") (collectively "Districts") and Stockton East Water District ("Purchaser"). The Districts and Purchaser are collectively referred to hereafter as "parties."

The parties agree as follows:

**RECITALS**

*WHEREAS*, Districts are operating under and by virtue of Division 11 of the California Water Code; and

*WHEREAS*, Purchaser supplies irrigation, municipal and industrial (M&I) and domestic water to portions of eastern San Joaquin County from a combination of surface and groundwater sources; and

*WHEREAS*, Purchaser has a contract with the Department of the Interior's Bureau of Reclamation ("Reclamation") to be supplied with water from the Stanislaus River utilizing the Goodwin Dam Intake Facility and other facilities owned by the Purchaser; and

*WHEREAS*, Purchaser has requested a 2022 water supply from the Districts to be served within the Purchaser's boundaries located within the Eastern San Joaquin Sub-basin; and

*WHEREAS*, Districts are the owners of certain senior water rights to the waters of the Stanislaus River, including pre-1914 appropriative water rights; and

*WHEREAS*, due to ongoing conservation practices and improvements in facilities by the Districts, the water to be sold to the Purchaser by this Agreement, ("**Agreement-Water**" or "**water**") is surplus to the current needs of the landowners and water users of the District in accordance with California Water Code section 22259; and

*WHEREAS*, the quantity and quality of groundwater within the Eastern San Joaquin Groundwater Sub basin underlying the Purchaser and parts of Districts is threatened and without the sale of the water to Purchaser under this Agreement, the intended recipients may pump groundwater; and

*WHEREAS*, by this Agreement, the parties intend to facilitate a sale of conserved water during 2022 by Districts to Purchaser,

NOW, THEREFORE, the Districts and Purchaser, on the terms and conditions herein set forth, agree as follows:

### **AGREEMENT**

1. **TERM:** This Agreement shall commence upon the Effective Date and shall terminate on September 30, 2022.

2. **QUANTITY:** Districts will sell and deliver up to 30,000 acre-feet of water to Purchaser, up to 15,000 acre-feet from OID and up to 15,000 acre-feet from SSJID, of which may be used by Purchaser for municipal and industrial (“M&I”) and irrigation purposes. The entitlement of the Purchaser to receive that portion of Agreement-Water from SSJID shall not be subordinate to SSJID’s obligations to the Cities of Escalon, Lathrop, Manteca and Tracy.

3. **PURCHASE PRICE:** The Purchase Price for the Agreement-Water is \$225 per acre-foot delivered to the Purchaser. OID and SSJID are each entitled to one-half of the total proceeds generated by this sale of Agreement-Water to Purchaser. Purchaser shall make monthly payments to the Districts for the actual amount of Agreement-Water diverted by Purchaser at the Goodwin Dam Intake Facility. Should Purchaser divert less than 30,000 acre-feet, no additional funds shall be paid to the Districts for water above what was actually diverted.

4. **BENEFICIAL USE OF WATER BY PURCHASER:** Districts will sell and make Agreement-Water available to Purchaser for reasonable and beneficial uses in the quantities described and subject to the terms and conditions of this Agreement. The Purchaser shall be solely responsible for putting the Agreement-Water to beneficial use.

5. **WATER QUALITY:** Districts make no warranty or representation as to the quality or fitness for use of Agreement-Water sold and delivered to Purchaser.

6. **CALIFORNIA ENVIRONMENTAL QUALITY ACT:** The temporary sale of water provided under this contract has been determined by the Districts and Purchaser to be Categorically Exempt under California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19, Section 15301, Existing Facilities. The movement of the Agreement-Water is determined to be a Class 1 Exemption and will be made under existing operational criteria of the Districts, through existing facilities and involving negligible or no expansion of use beyond that existing at the time of execution of this Agreement.

7. **COMMENCEMENT OF DELIVERY AND DELIVERY SCHEDULE:** Purchaser may begin taking water when this Agreement has been signed by both parties and a copy delivered to both parties and when Purchaser and Districts have agreed on a delivery schedule of **150 cfs daily..** until 30,000 acre feet is reached or conditions subsequent described below in paragraph 8 cause the delivery of water to cease earlier..

8. **CONDITIONS SUBSEQUENT:** The water to be made available under this agreement is from the district’s pre-1914 water right. This right entitles the districts to divert the first 1816.6 cfs of water in the Stanislaus River. A projected forecast has been provided to the purchaser.

Based on the forecast the district's believe they have sufficient pre-1914 water available until July 1, 2022. If the diversion rate is 150 cfs per day then approximately 30,000 af should be delivered to purchaser by July 1, 2022. If however the forecast is off and less pre-1914 water is available in late June than forecasted then the districts may limit the amount to be diverted in that time period or cease delivery. Secondly, the SWB may bring curtailment orders that effect the district's ability to divert under its various pre-1914 water rights. If such orders occur then the delivery of water to purchaser may be limited or may cease.

9. **WATER DELIVERY AND MEASUREMENT:** Agreement-Water will be delivered or otherwise made available to Purchaser for diversion at the Goodwin Dam Intake Facility during the term of this Agreement. Diversions shall be 150 cfs cubic feet per second.. Tri-Dam Project personnel will determine the water measurements using the measuring device installed on the Goodwin Tunnel and such other means as are customarily used by them to measure water taken by Purchaser through the Goodwin Tunnel.

10. **NO RESALE:** The Agreement-Water is being sold to Purchaser for M&I and irrigation use within its boundaries and on certain agricultural lands. Those lands have adjacent and existing delivery facilities for that purpose. Purchaser will not resell Agreement Water outside these parameters without the prior written consent of Districts, which approval may be withheld in Districts' sole and unlimited discretion.

11. **NOTICES:** All notices that are required, either expressly or by implication, to be given by any party to the other under this Agreement shall be delivered or mailed, United States first-class postage prepaid, addressed as follows:

**Oakdale Irrigation District**

1205 East "F" Street  
Oakdale, CA 95361  
Attn: General Manager/Secretary  
Fax: (209) 847-3468

**South San Joaquin Irrigation District**

11011 E. Highway 120  
Manteca, CA 95336  
Attn: General Manager/Secretary  
Fax: 209-249-4688  
*Mailing Address*  
P.O. Box 747  
Ripon, CA 95366

**Stockton East Water District**

6767 E. Main St.  
Stockton, CA 95215  
Attn: General Manager  
Fax: (209) 948-0423

Notice shall be deemed given (a) two calendar days following mailing via regular or certified mail, return receipt requested, (b) one business day after deposit with any one-day delivery service assuring "next day" delivery, (c) upon actual receipt of notice, or (d) upon transmission, if by facsimile, whichever is earlier. The parties shall promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and supersedes any oral agreement, statement or promise relating to the subject matter of the Agreement. No other agreement, statement, or promise made to any party, or to any employee, officer, or agent of a party to this Agreement, or to any other person, that is not in writing and signed by all parties to this Agreement shall be binding upon them. Any amendment, including oral modifications, must be reduced to writing and signed by all parties to be effective.

13. **COOPERATION:** To the extent reasonably required, each party to this Agreement shall, in good faith, cooperate and assist each of the other parties in meeting such requirements of federal and/or state law and such requirements of regulatory agencies as may be applicable to performance of any terms of the Agreement. Should there be any lawsuit or regulatory challenge filed concerning any aspect of this Agreement, either party may terminate this Agreement and Purchaser shall pay Districts for water it diverted at the contract price before termination of the Agreement. Should the parties decide not to terminate the Agreement but defend against the action, the parties agree to cooperate in the defense and to equally share the attorneys' fees and costs incurred in defending the legal challenge.

14. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date first above written which shall be the date this Agreement is signed by both parties, or if signed on different dates, the latter of the two dates.

OAKDALE IRRIGATION DISTRICT

By \_\_\_\_\_  
Steve Knell, General Manager

Dated: \_\_\_\_\_

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By \_\_\_\_\_  
Peter Rietkerk, General Manager

Dated: \_\_\_\_\_

STOCKTON EAST WATER DISTRICT

By \_\_\_\_\_  
Scot A. Moody, General Manager

Dated: \_\_\_\_\_

DRAFT

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2022-NIL**

**RESOLUTION APPROVING A WATER TRANSFER AGREEMENT BY AND  
BETWEEN OAKDALE IRRIGATION DISTRICT,  
SOUTH SAN JOAQUIN IRRIGATION DISTRICT,  
AND STOCKTON EAST WATER DISTRICT**

**WHEREAS**, the Oakdale Irrigation District and South San Joaquin Irrigation District (collectively called “Districts”) are California irrigation districts operating under and by virtue of Division 11 of the California Water Code; and,

**WHEREAS**, the Districts are co-owners of certain water rights on the Stanislaus River, including pre-1914 appropriative rights to divert water from the Stanislaus River for irrigation of lands within the Districts, and various post-1914 appropriative rights to store Stanislaus River water in various reservoirs for diversion to irrigate lands within the Districts, as well as to generate electrical power; and,

**WHEREAS**, Stockton East Water District (“SEWD”) supplies irrigation, municipal and industrial (M&I) and domestic water to portions of the Eastern San Joaquin Groundwater Subbasin from a combination of surface and groundwater sources; and,

**WHEREAS**, this Board of Directors has determined that surplus water is available for temporary transfer during the water year ending September 30, 2022.

**NOW, THEREFORE, BE IT RESOLVED** that the Oakdale Irrigation District Board of Directors does hereby approve the Temporary Water Transfer Agreement By and Between Oakdale Irrigation District, South San Joaquin Irrigation District and Stockton East Water District and authorize the General Manager to execute the agreement.

Upon motion of Director\_\_\_\_\_, Seconded by Director\_\_\_\_\_, and duly submitted to the Board for its consideration, the above resolution was adopted this 8<sup>th</sup> day of March 2022 by the following vote:\_\_\_\_\_

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Tom Orvis, President  
Board of Directors

\_\_\_\_\_  
Steve Knell, P.E.  
General Manager/Secretary





# **PUBLIC COMMENT**

## **BOARD MEETING OF MARCH 8, 2022**