

April 8, 2021

Via First Class Mail and Electronic Mail

Michael Jackson, Area Manager
South-Central California Area Office
Bureau of Reclamation
1243 N Street
Fresno, CA 93721
mjackson@usbr.gov

Re: Contract Between the United States and Byron-Bethany Irrigation District
Providing for Project Water Service from Delta Division and Facilities
Repayment (Contract No. 14-06-200-785-LTR1-P)
AND
Contract Between the United States and The West Side Irrigation District
Providing for Project Water Service from Delta Division and Facilities
Repayment (Irrigation and M&I Contract No. 7-07-20-W0045-LTR1-P)

Dear Mr. Jackson:

In accordance with Article 41 of the two above-referenced repayment contracts, enclosed please find an endorsed copy of the Judgment Validating Repayment Contracts and Proceedings entered by the Superior Court of Contra Costa, on March 30, 2021, in the proceeding titled: "*Byron-Bethany Irrigation District v. All Persons in Any Way Interested in the Validity of the Matter of the 'Contract Between the United States and Byron-Bethany Irrigation District Providing for Project Water Service from Delta Division and Facilities Repayment' (Irrigation and M&I Contract No. 14-06-200-785-Ltr1-P),*" etc. (Contra Costa Superior Court Case No. MSC20-02370).

This proceeding validated, approved, and confirmed the two above-referenced repayment contracts and all proceedings leading up to and including the approval and execution of the repayment contracts. If you wish copies of any other pertinent supporting records or pleadings from the validation proceeding, please contact our office and we will supply them.

Michael Jackson, Area Manager

Bureau of Reclamation

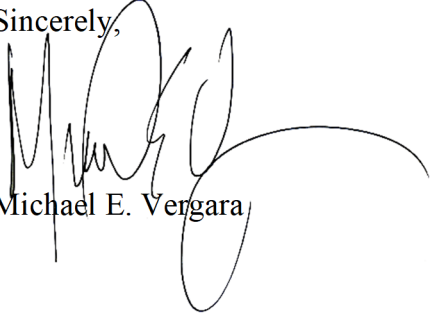
Re: Contract No. 14-06-200-785-LTR1-P and Irrigation and M&I Contract No. 7-07-20-
W0045-LTR1-P

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Please do not hesitate to contact me if you have any questions regarding this matter.

Sincerely,


Michael E. Vergara

Enclosures

cc: Rick Gilmore (*Via Electronic Mail: r.gilmore@bbid.org*)
Kelley Geyer (*Via Electronic Mail: k.geyer@bbid.org*)

1 SOMACH SIMMONS & DUNN
A Professional Corporation
2 MICHAEL E. VERGARA (SBN 137689)
AARON A. FERGUSON (SBN 271427)
3 ALYSON E. ACKERMAN (SBN 315914)
500 Capitol Mall, Suite 1000
4 Sacramento, CA 95814
Telephone: (916) 446-7979
5 Facsimile: (916) 446-8199
mvergara@somachlaw.com
6 aferguson@somachlaw.com
aackerman@somachlaw.com
7

8 Attorneys for Plaintiff
BYRON-BETHANY IRRIGATION DISTRICT

Exempt From Filing Fees
Per Gov. Code, § 6103

9
10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF CONTRA COSTA

12 BYRON-BETHANY IRRIGATION
DISTRICT, a California Irrigation District
13 and Public Agency,

14 Plaintiff,

15 vs.

16 ALL PERSONS IN ANY WAY
17 INTERESTED IN THE VALIDITY OF THE
MATTER OF THE "CONTRACT
18 BETWEEN THE UNITED STATES AND
BYRON-BETHANY IRRIGATION
19 DISTRICT PROVIDING FOR PROJECT
WATER SERVICE FROM DELTA
DIVISION AND FACILITIES
20 REPAYMENT" (IRRIGATION AND M&I
CONTRACT NO. 14-06-200-785-LTR1-P),
21 OR IN THE PROCEEDINGS LEADING UP
TO, AND INCLUDING, THE APPROVAL,
22 THE AUTHORIZATION TO EXECUTE,
AND THE EXECUTION OF THE
23 "CONTRACT BETWEEN THE UNITED
STATES AND BYRON-BETHANY
24 IRRIGATION DISTRICT PROVIDING FOR
PROJECT WATER SERVICE FROM
25 DELTA DIVISION AND FACILITIES
REPAYMENT" (IRRIGATION AND M&I
26 CONTRACT NO. 14-06-200-785-LTR1-P),
AND ALL PERSONS IN ANY WAY
27 INTERESTED IN THE VALIDITY OF THE
MATTER OF THE "CONTRACT
28 BETWEEN THE UNITED STATES AND

Case No. MSC20-02370

~~PROPOSED~~ JUDGMENT VALIDATING
REPAYMENT CONTRACTS AND
PROCEEDINGS

[Code Civ. Proc., § 860 et seq.]



1 THE WEST SIDE IRRIGATION DISTRICT
2 PROVIDING FOR PROJECT WATER
3 SERVICE FROM DELTA DIVISION AND
4 FACILITIES REPAYMENT” (IRRIGATION
5 AND M&I CONTRACT NO. 7-07-20-
6 W0045-LTR1-P), OR IN THE
7 PROCEEDINGS LEADING UP TO, AND
8 INCLUDING, THE APPROVAL, THE
9 AUTHORIZATION TO EXECUTE, AND
10 THE EXECUTION OF THE “CONTRACT
11 BETWEEN THE UNITED STATES AND
12 THE WEST SIDE IRRIGATION DISTRICT
13 PROVIDING FOR PROJECT WATER
14 SERVICE FROM DELTA DIVISION AND
15 FACILITIES REPAYMENT” (IRRIGATION
16 AND M&I CONTRACT NO. 7-07-20-
17 W0045-LTR1-P),

Defendants.

12 Plaintiff Byron-Bethany Irrigation District (District or Plaintiff) initiated this validation
13 proceeding upon filing a complaint titled “Byron-Bethany Irrigation District’s Complaint for
14 Validation Judgment” (Complaint) against Defendants, ALL PERSONS IN ANY WAY
15 INTERESTED, etc., on November 24, 2020, and introduced proof fully supporting all allegations
16 of the Complaint and all proceedings sought to be validated and confirmed therein. The Court,
17 now being fully advised, finds as follows:

18 1. The Complaint with its exhibits and the Summons as issued thereon, in every
19 respect comply with and conform to the requirements of the provisions of (a) California Water
20 Code section 23225, (b) Code of Civil Procedure, part 2, title 10, chapter 9 (commencing with
21 section 860), (c) Government Code section 53510 et seq., and (d) the requirements of all other
22 pertinent provisions of law; and this validation proceeding was timely brought by Plaintiff as an
23 authorized public agency within the meaning of Code of Civil Procedure section 860, to wit: an
24 irrigation district organized and existing under the provisions of the Irrigation District Law (Wat.
25 Code, § 20500 et seq.).

26 2. Upon reviewing the Complaint, and having found Plaintiff authorized to file said
27 Complaint, the Court ordered publication of the Summons approved and issued by the Court in
28 this action, stating that February 5, 2021, was the last day to appear and file a written answer to

1 the Complaint. Notice, commencing no later than December 11, 2020, was provided to
2 Defendants by publication of the Summons in the *Tracy Press* and *Brentwood Press*, newspapers
3 published and circulated in the Counties of Contra Costa and San Joaquin, California, including
4 within Plaintiff's boundaries.

5 3. As required by Code of Civil Procedure section 861 and Government Code
6 section 6063, the Summons was published in the *Tracy Press* and *Brentwood Press* newspapers
7 once a week for three (3) successive weeks, on December 11, 18, and 25, 2020, as set forth in
8 affidavits titled "Proof of Publication" and attached as Exhibits A and B, respectively, to the
9 Proof of Service by Publication Plaintiff filed with this Court on January 19, 2021.

10 4. Due and timely notice of the pendency of this validation proceeding has been
11 given as required by law and by Order of this Court, and, in accordance with the provisions of the
12 Summons issued herein, jurisdiction of this Court in this matter is now complete.

13 5. With the exception of Plaintiff, no party, interested or otherwise, appeared,
14 contested, or formally objected in any manner as to the legality or validity of the matters sought
15 to be determined in this validation proceeding. The matters have been submitted upon the
16 documents on file in this proceeding.

17 6. The Court has jurisdiction to hear and determine the matters alleged and prayed for
18 in the Complaint at this time and without further notice.

19 7. All the allegations of the Complaint are true and sustained by competent proof.

20 8. The Repayment Contracts, comprised of the "Contract Between the United States
21 and Byron-Bethany Irrigation District Providing for Project Water Service from Delta Division
22 and Facilities Repayment (Irrigation and M&I Contract No. 14-06-200-785-LTR1-P)"
23 (hereinafter "BBID Repayment Contract") and the "Contract Between the United States and The
24 West Side Irrigation District Providing for Project Water Service From Delta Division and
25 Facilities Repayment (Irrigation and M&I Contract No. 7-07-20-W0045-LTR1-P)" (hereinafter
26 "West Side Service Area Repayment Contract") are lawful, valid, enforceable, and in the best
27 interests of Plaintiff and all persons in any way interested therein. Further, all proceedings
28 leading up to and including the approval of the Repayment Contracts, the authorization to execute

1 the Repayment Contracts, and execution of the Repayment Contracts, were carried out and
2 conducted in conformity and in compliance with the provisions of Irrigation District Law, as well
3 as the provisions of all other laws and enactments at any time in force and controlling upon or
4 applicable to said proceedings, whether of law, code or ordinance, and whether state, federal or
5 municipal, and also in accordance with all requirements of regulatory bodies, agencies and/or
6 officials having authority over or asserting authority over aid proceedings or any part thereof.

7 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED AS**
8 **FOLLOWS:**

9 1. The Court is a court of competent jurisdiction with respect to the determination
10 and adjudication of this special validation proceeding and with respect to all matters involved
11 herein or incidental hereto, and specifically for the examination, approval, confirmation, and
12 validation of every matter so examined, approved, confirmed, and validated herein; and the Court
13 has examined the Repayment Contracts, as well as the proceedings leading up to and including
14 approval, authorization to execute, and execution of the Repayment Contracts; and

15 2. All proceedings leading up to and including the approval, authorization to execute,
16 and the execution of the Repayment Contracts were taken and performed in all respects,
17 substantive and procedural, as required by law, and each and all of said proceedings are hereby
18 approved, confirmed and validated; and

19 3. The Repayment Contracts were validly executed, and each and all provisions
20 thereof are lawful, valid, enforceable and binding upon the respective parties thereto; and

21 4. Pursuant to Code of Civil Procedure section 870, this judgment is forever binding
22 and conclusive as to all matters adjudicated herein and permanently enjoins the institution by any
23 person of any action or proceeding raising any issue as to which this judgment is binding and
24 conclusive.

25
26 Dated: 5/29/2021

BARRY BASKIN

JUDGE OF THE SUPERIOR COURT