

**North San Joaquin Water Conservation District  
Agreement for Ditch Tender and Water Contract Services.  
January 18, 2013**

Whereas; The North San Joaquin Water Conservation District (NSJ) has requested that Woodbridge Irrigation District (WID) provide ‘ditch tender’ and ‘water contract administration’ services utilizing WID’s employees and staff for the delivery of water from NSJ’s south side lift pump and pipeline (POD # 3) located near Trethaway Road.

Whereas; The Woodbridge Irrigation District has determined that it has an interest in providing these services to the North San Joaquin Water Conservation District to help manage the diversion of flows on the Mokelumne River and to help assure maintenance of Joint Settlement Agreement Fishery Flows.

NOW, THEREFORE, WID and NSJ agree as follows:

The ditch tender services would include:

1. WID, hereinafter "Ditch tender," shall manage the operate of pumps and pipelines to meet the agricultural water demands of approximately 20 growers within NSJ who take water from NSJ’s south side lift pump and pipeline (POD # 3) located near Trethaway Road (the "delivery system.").
2. The ditch tender would make minor repairs, adjustments to NSJ facilities, cleaning of screens and valves keep the pipeline system operable. The cleaning of ditches, leak repair, and removal of silt from pipelines is not covered or included in this agreement. Such minor repairs will include only those that can be made with existing tools and equipment kept in ditch tender vehicles. The ditch tender would report the need for major repairs to NSJWCD to be completed by NSJ. The ditch tender will travel the system once a day visiting the diversion pump site and all growers’ delivery points taking water throughout the growing season. Additional trips will be considered additional work under this agreement as separate services.
3. The ditch tender would receive and implement water orders (72 hour advanced notice required) for the delivery and shut off of water gates and valves.
4. The ditch tender would keep a written record of all water deliveries including water orders to turn water on or off. Ditch tender would enforce the rules and regulations of NSJ applicable to such water service.
5. The ditch tender will contact growers about water orders and distribution issues.

Water Contract Administrative Services would consist of:

1. WID office staff would keep a complete record for billing service including contract payments to NSJ and provide billing services for NSJ for customers on the delivery system.

2. WID will receive payments for water and make deposits into NSJ bank account for all water payments thereon.
3. WID would provide a periodic record of the growers who have contracted and paid for water including contact information, parcels irrigated, crop type, amounts paid according to NSJ water rates and policies.
4. Make periodic reports to NSJ on operational aspects of the pipeline system and make recommendations for repair or replacement of NSJ equipment or facilities.
5. NSJ water customers would use the WID's office to sign contracts for water, answer billing questions, place orders for water, etc..

Services Not Covered:

1. Major repair maintenance requiring the use of backhoe and heavy equipment beyond what can be done by the ditch tender in his daily visits, as determined by WID.
2. WID will not pay any repair or replacement costs for any equipment, pipelines, or pumps.
3. The form or format for water contracts, rules and regulations, and official NSJ correspondence with its growers shall be the responsibility of the NSJ Board of Directors.
4. NSJ will maintain and shall include WID, its directors, and employees as an additional insured on a general liability insurance in the amount of \$1,000,000.

Other Terms:

1. The water season in which these services would be provided will be for the 2013 calendar year from March 1, 2013 through September 30, 2013.
2. The NSJ District would need sign a hold harmless/indemnity agreement to protect and save the District from any liability arising out of related to the delivery or the failure to deliver water.
3. NSJ will pay WID \$300/day based upon a 200 day irrigation season or annual cost of \$60,000. The actual charge will be based on the total days in the North San Joaquin Irrigation District irrigation season and prorated for the same.
4. Additional services are defined as any other services required or requested which are not part of the services provided for in this agreement, which services shall be charged and paid for on a time and materials basis.
5. Payments to Woodbridge Irrigation District by North San Joaquin Water Conservation District would pay in two equal installments with one-half (\$30,000) at the beginning of the irrigation season and the remainder at the end of the season, including any additional amounts upon a proper invoice submitted by the Woodbridge Irrigation District. Other services not part of this contract shall be based upon time and materials. (including, but not limited to emergency repair maintenance of concrete pipelines, canal liners, electrical repairs beyond replacing fuses, weed spraying and any repairs requiring licensed contractors etc.)

Termination:

This Agreement is for services provided in the 2013 irrigation season only, and shall be renewable only by formal action of the respective Board of Directors of NSJ and WID.

Dated: \_\_\_\_\_, 2013

Woodbridge Irrigation District:

North San Joaquin Water Conservation District

By: \_\_\_\_\_  
William Stokes, President

By: \_\_\_\_\_  
Joe Valente, President

Attest: \_\_\_\_\_  
Anders Christensen, Secretary

Attest: \_\_\_\_\_