

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT**

TRI-COUNTY WATER AUTHORITY

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (this "Agreement") is made and entered into this 1st day of January, 2017 (the "Effective Date"), by and among ANGIOLA WATER DISTRICT, a California water district ("AWD"), DEER CREEK STORM WATER DISTRICT, a storm water district formed pursuant to the Storm Water District Act of 1909 ("DCSWD"), and COUNTY OF KINGS, a political subdivision of the State of California ("County"). AWD, DCSWD and County are sometimes collectively referred to herein as "Signatories" and singularly as a "Signatory."

RECITALS

WHEREAS, DCSWD and AWD entered into that certain "Joint Powers Agreement Creating The Southwest Tulare County Water Resource Management Authority," dated November 6, 2014, and effective January 1, 2015; and

WHEREAS, DCSWD and AWD entered into that certain "First Amendment To The Joint Powers Agreement," dated January 7, 2016, to change the name of the joint powers agency to Tri-County Water Authority; and

WHEREAS, each of the Signatories to this Agreement is a public entity organized and operating under the laws of the State of California, and/or a public agency as defined in California Government Code section 6500, and is a "local agency" as defined in California Water Code section 10721(n); and

WHEREAS, each of the Signatories either directly or indirectly has the power to implement measures that would regulate stormwater quantity and drainage, and protect lands within the Signatory's boundaries from damage by water; and

WHEREAS, each of the Signatories is committed to improving the viability of lands within their boundaries by conserving water and recharging water into the groundwater basin; and

WHEREAS, on September 16, 2014, the Governor of the State of California signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, the "Sustainable Groundwater Management Act" ("SGMA"), which is codified at Water Code Sections 10720 *et seq.*, to manage groundwater in the State of California; and

WHEREAS, SGMA allows certain "local agencies" to become a groundwater sustainability agency ("GSA") and adopt a groundwater sustainability plan ("GSP") as a means to manage and regulate groundwater in an underlying groundwater basin, as defined by California Department of Water Resources ("DWR") Bulletin 118; and

WHEREAS, each of the Signatories to this Agreement is a "local agency" with either water supply, water management, or land use responsibilities within its respective subbasin(s) and is qualified individually to serve as a GSA under the provisions of SGMA; and

WHEREAS, the Signatories, by and through their respective governing bodies, have determined that it was and still is mutually beneficial to create a joint powers agency named the Tri-County Water Authority; and

WHEREAS, each Signatory to this Agreement desires to participate in the implementation of SGMA within the boundaries of the Signatories that comprise the Tri-County Water Authority; and

WHEREAS, the County intends to participate in this joint powers agency in order to ensure complete SGMA coverage over the "white areas" in the Tulare Lake Subbasin. The County intends for Tri-County Water Authority to manage the SGMA implementation, reserving to itself a possible future participatory role in SGMA implementation. Such future role is separate and distinct from the County's regulatory, land use, and police powers, which are reserved unto the County by State statute and Constitution, and to which the GSA is subject pursuant thereto. The areas included through the County's political boundary are generally in "white areas" within Kings County, but outside of DCSWD's and AWD's external boundaries. The geographic boundaries of the GSA for the Tule and Tulare Lake Subbasins contemplated by the Signatories are set forth in the maps attached hereto as Exhibits "A" and "B", respectively, which are incorporated herein by this reference; and

WHEREAS, the Tri-County Water Authority was formed prior to the enactment of SGMA, but restated to implement its purposes and further restated to include the County as a non-voting member to bring its land use powers to bear to cover white areas. Since the County's role is minimal in the implementation of Tri-County Water Authority's purposes, as evidenced by its non-voting membership, the County will not be assessed any financial support for the Tri-County Water Authority. Should that change, as permitted in the foregoing recitals, the County would pay its proportionate share for SGMA coverage of the white areas; and

WHEREAS, the Tri-County Water Authority has elected to serve as a GSA for its collective service area in the Tule and Tulare Lake Subbasins of the San Joaquin Valley Groundwater Basin (Subbasin Nos. 5-22.13 and 5-22.12, respectively, as identified by the DWR).

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth and the above Recitals, which are hereby incorporated herein by this reference, it is agreed by and among the Signatories hereto as follows:

1. Creation of Authority

(a) The Tri-County Water Authority (the "Authority") hereby reaffirms its creation, effective January 1, 2015, as a joint powers agency pursuant to the provisions of the Government Code of the State of California relating to the joint exercise of powers common to public agencies. (Gov. Code § 6500, *et seq.*). The Authority is a public entity separate from its Signatories. Pursuant to Government Code section 6509, the

County of Kings is the designated agency with respect to the Authority's exercise of power.

(b) Upon complete execution of this Agreement by and on behalf of each Signatory, an "Amendment of Joint Powers Agreement" form shall be filed with the California Secretary of State in accordance with Government Code section 6503.5:

2. Purpose

(a) This Agreement provides for the creation of a public entity separate and apart from the Signatories to this Agreement to administer this Agreement, and the purpose of which is to support in connection with and incidental to the transmission and distribution of water by the Signatories, (i) minimizing the potential detrimental effects of floodwaters emanating from the Deer Creek, White River, and Poso Creek, within the combined service areas of the Signatories; (ii) seeking, through a variety of methodologies and developing technology that may not readily be available to the individual Signatories, to enhance the conjunctive potential for maximum beneficial use of water resources within the combined service areas of the Signatories; (iii) jointly coordinating and encouraging the most efficient forms of import, delivery, storage, retention and groundwater recharge opportunities presented by surface flows of water through the Deer Creek and White River watercourses during the full range of a hydrologic cycle; and (iv) fulfilling the role of a GSA so that the Signatories may collectively develop, adopt, and implement a GSP for the sustainable management of the groundwater for the portions of the Tule and Tulare Lake Subbasins underlying the jurisdictional boundaries of the Signatories, as those boundaries may be amended from time to time.

(b) The Authority's functions shall include, but not be limited to:

- (i) Providing training and local education relative to water resource management and safe activities, especially during flood flows;
- (ii) Providing long-term planning for and putting into operation flood control/retention basins to direct surplus flows away from protected areas, hold water resources, and to recharge groundwater aquifers;
- (iii) Providing maintenance in the service areas of the Signatories, including, but not limited to, removing sediment and other impediments to the flows within watercourses;
- (iv) Providing capital improvements and infrastructure to achieve greater management and control of the water resources, both surface and subsurface;
- (v) Providing additional habitat enhancements to reclaim native species and encourage natural and man-made systems to co-exist and integrate with other Authority operations for maximum beneficial results;

- (vi) Collecting information relating to the groundwater subbasins underlying the Authority, including, but not limited to, the amount of groundwater extracted, applied to land, recharged, and the sustainability of the groundwater subbasins;
- (vii) Implementing a GSP that is developed for the applicable subbasins underlying the boundaries of the Authority, in compliance with SGMA; and
- (viii) All ancillary activities related to the functions contained herein.

3. Powers of Authority

The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of its authority to accomplish the purpose as set forth herein including, but not limited to, any or all of the following:

- (a) To make and enter into contracts;
- (b) To create standing committees and ad hoc committees;
- (c) To prepare reports and other documents for the purpose of applying for and accepting grants, advances, and contributions;
- (d) To employ or contract for services directly or indirectly related to its purposes;
- (e) To receive contributions and donations of property, funds, services, and other forms of assistance from any source, including Signatory agencies;
- (f) To acquire and condemn property for the purposes of the Authority;
- (g) To sue and be sued in its own name;
- (h) To incur debts, liabilities, or obligations, subject to limitations herein set forth;
- (i) Undertaking, on behalf of the Signatories, all actions authorized and required by DWR and the State Water Resources Control Board for GSA purposes pursuant to SGMA;
- (j) Conducting research and investigations and compiling appropriate reports for preparing a GSP, and for developing coordination agreements, as defined in Water Code Section 10721(d), with other GSAs;
- (k) Developing, adopting, and implementing a GSP;
- (l) Imposing fees as authorized by SGMA; and
- (l) Assisting Signatories in groundwater sustainability projects related to SGMA.

4. Use of Public Funds and Insurance

The Authority shall be empowered to use for its purposes, public funds, property and other resources received from the Signatories and/or from other sources. Where applicable, the Authority Board of Directors ("Board") may permit one or more of the Signatories to provide in-kind services, including the use of property.

The Authority shall obtain insurance to cover the assets of the Authority and its operations, including, but not limited to director and officer liability insurance.

5. Term, Termination; Disposition of Assets; No Withdrawal

(a) The Authority restated pursuant to this Agreement commenced on January 1, 2015, and shall continue in existence unless terminated by the governing board of each of the Signatories then a party to this Agreement; provided, however, (i) that there is no termination permitted prior to January 31, 2040, so that the Authority may implement a GSP pursuant to SGMA, and (ii) that the Authority and this Agreement shall continue to exist for the purpose of disposing of liabilities, distributing funds, property and/or other assets (such funds, property and/or other assets, collectively, the "Authority Assets"), and all other functions necessary to conclude the business of the Authority.

(b) Upon termination of this Agreement, after the payment of all obligations of the Authority, any Authority Assets remaining shall be distributed to the Signatories in proportion to the contribution made by the Signatories toward the funding of the Authority. The Authority shall cease to exist when the Authority Assets have been distributed according to the provisions contained in this Section, this Agreement generally, and the Joint Exercise of Powers Act (Gov. Code § 6500, *et seq.*).

(c) No Signatory may withdraw from this Agreement prior to January 31, 2040. However, notwithstanding the foregoing provisions of section 5, in the event that a new local agency, as defined in California Water Code section 10721(n), is created within a portion of the "white area" that is covered by the County as of the Effective Date, that new local agency may either become a Signatory to this Agreement or may form its own GSA, subject to the SGMA.

6. Governance

(a) The governing board from DCSWD and AWD shall each appoint a director and its General Manager/Secretary to serve on the Board. Currently, both DCSWD and AWD have the same General Manager/Secretary. In the event that DCSWD and AWD have different General Managers, the Signatories shall work together to create a fifth position on the governing board. The County reserves the right to appoint a director to the governing board, but chooses not to as of the Effective Date. The Signatories shall work together to ensure there are an odd number of seats on the governing board of the Authority at any given time.

(b) Upon the vote of a majority of the Board, other public agencies may be added as Signatories to this Agreement, and each such Signatory shall acknowledge its agreement

to the terms hereof by executing this Agreement upon authorization of its governing board. Each such additional Signatory may appoint only a single director to serve on the governing board of the Authority.

(c) An alternate may be designated by a director to act in place of that director during his or her absence. Such designation shall be in writing by the designating director and shall be delivered to the Authority Secretary.

(d) Within six (6) months after the Effective Date, the Board shall consider and adopt Bylaws for the Authority.

(e) A simple majority of the Board shall constitute a quorum and a simple majority vote of that quorum shall be required for action to be taken. However, any action that requires the contribution of more than \$10,000.00 by an individual Signatory shall first require approval from each Signatory's governing board before it is effective.

7. Meetings

The Board shall fix the hour, date, and place for its regular meetings.

8. Application of Laws to Authority Functions

The Authority shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Joint Exercise of Powers Act (Gov. Code §6500, *et seq.*); Ralph M. Brown Act (Gov. Code § 54950, *et seq.*); and conflict of interest laws/regulations (such as Gov. Code §1090, *et seq.*), the requirements of the California Political Reform Act, Gov. Code § 87100, *et seq.*, and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification, 2 California Code of Regulations §18700, *et seq.*, as amended.

9. Administration and Officers

(a) The officers of the Authority are the Chair, Vice-Chair, Secretary, and a Treasurer, if any.

(i) The Board shall, at its first meeting and thereafter at its first meeting following January 1 of each succeeding year, elect a Chair and Vice-Chair from among its members. The Vice-Chair shall assume the responsibilities of the Chair in the absence of the Chair.

(ii) The Board may appoint an Executive Director under whose general supervision and control the activities of the Authority shall be conducted. The Executive Director has such other powers and duties as may be prescribed by the Board or the Bylaws.

(iii) The Secretary will (1) keep or cause to be kept, at the principal executive office or such other place as the Board may direct, a book of summary minutes of all meetings and actions of Directors and committees of the Authority, with the time and place of holding, whether regular or special,

and if special, how authorized, the notice given, the names of those present at such meetings and the proceedings of such meetings; and (2) give, or cause to be given, notice of all meetings of the Board and committees of the Authority required by the Bylaws to be given. The Secretary has such other powers and may perform such other duties as may be prescribed by the Board.

- (iv) The Board shall designate a qualified person to act as the Treasurer of the Authority. In the event that the person designated by the authority is not a member of the Board, the person serving as Treasurer may be reasonably compensated for performing such work. In the event that the person designated by the Authority to perform such services is an employee of a Signatory, the governing body of that Signatory shall determine the reasonable charges to be made against the Authority for the services of Treasurer. The person holding the position of Treasurer of the Authority shall have charge of the depositing and custody of all funds held by the Authority. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Government Code section 6505.5, and that may be prescribed by the Board or the Bylaws.

- (b) Officers may delegate certain duties and responsibilities to staff in accordance with the Bylaws and/or Board resolutions, and in compliance with all applicable laws.

10. Accounting

- (a) The Board shall establish and maintain such funds and accounts as may be required by Generally Accepted Accounting Principles and by Federal and State statute and regulation, as applicable.
- (b) The Authority shall comply with the accounting and auditing requirements contained in California Government Code sections 6505-6505.6.
- (c) The Board will appoint one of its officers to serve as auditor of the Authority. The auditor shall comply with the duties and responsibilities of the office as set forth in subdivisions (a) to (d), inclusive, of California Government Code section 6505.5.

11. Fiscal Year

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being the period from January 1 to and including the following December 31.

12. Legal Counsel

The Board shall retain legal counsel for the Authority.

13. Privileges and Immunities

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits that may apply to the activities of officers, agents or employees of public agencies when performing their respective functions within their respective territorial limits, shall apply to them to the same degree and extent while engaged as Signatories of the Authority or otherwise as an officer, agent, Board Member, or other representative of the Authority or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.

14. Liability

(a) The debts, liabilities, and obligations of the Authority shall be the debts, liabilities, or obligations of the Authority alone, and not of any of the Signatories to this Agreement.

(b) The Authority, and those persons, agencies and instrumentalities used by it to perform the functions authorized herein, whether by contract, employment or otherwise, shall be exclusively liable for any/all injuries, costs, claims, liabilities, damages of whatever kind to any person arising from or related to activities of the Authority.

(c) The Authority shall hold harmless and indemnify Signatories, and each of them, including their officers and employees, from any claim or liability arising from acts or omissions of the Authority in pursuit of this Agreement, and in so doing, shall provide Signatories, and each of them, with legal defense of any and all claims or liabilities and shall pay reasonable attorney's fees and costs incurred in providing such defense.

(d) Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, each Signatory, and any officers, agents, and employees for their actions taken within the scope of their duties while acting on behalf of the Authority. Notwithstanding the foregoing, the County shall not be required to fund any portion of indemnification triggered by Section 14 of this Agreement, but will nevertheless remain an indemnified Signatory.

15. Notices

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this Section 15. The addresses and addressees noted below are that Signatory's designated address and addressee for delivery or mailing of notices.

To AWD:

Angiola Water District
944 Whitley Avenue, Suite A
Corcoran, California 93212
Telephone: (559) 992-8980

To DCSWD: Deer Creek Storm Water District
944 Whitley Avenue, Suite D
Corcoran, California 93212
Telephone: (559) 762-7274

To County: County of Kings
Community Development Director
1400 W. Lacey Blvd., Bldg. #6
Hanford, CA 93230
Telephone: 559-852-2680

With copy to: Kings County Counsel
1400 W. Lacey Blvd., Bldg. #4
Hanford, CA 93230
Telephone: 559-852-2445

Any Signatory may, by written notice to the other, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

16. Entire Agreement

It is understood and agreed that the entire Agreement between the Signatories is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Signatories relating to the subject matter hereof. All items and exhibits referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

17. Severability

Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

18. Amendment

Except as to the withdrawal provision in Section 5 of this Agreement, this Agreement may be modified at any time by written amendment executed by the Signatories.

19. Effective Date

The effective date ("Effective Date") of this Agreement shall be the first day of the first month following the date on which the Signatories adopt and sign this Agreement.

20. Successors

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Signatories hereto. Except to the extent expressly provided herein, no Signatory may assign any right or obligation hereunder without the consent of the other Signatory.

21. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

22. Headings

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which referred.

23. Consent; Choice of Law; Venue

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld. This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed. Venue for litigation related to this Agreement shall be in the Superior Court of any County in which a Signatory is located.

IN WITNESS THEREOF, the Signatories have executed this Agreement as of the Effective Date first written above.

ANGIOLA WATER DISTRICT

By: 
R.L. Schafer, President

DEER CREEK STORM WATER DISTRICT

By: 
Kayode Kadara, President

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
Ernest A. Conant
Young Wooldridge

By: 
Lauren D. Layne
Baker Manock & Jensen

COUNTY OF KINGS

By: 
Craig Pedersen, Chairman
Kings County Board of Supervisors

APPROVED AS TO FORM:

By: 
Colleen Carlson, County Counsel
County of Kings

EXHIBIT "A"

Geographic Boundaries of the GSA in Tule Subbasin

Tri-County Water Authority Service Area

- Area in Tulare Lake Subbasin, Tulare County
- Area in Tule Subbasin, Tulare County

Subbasins

- Kern Subbasin
- Tulare Lake Subbasin
- Tule Subbasin

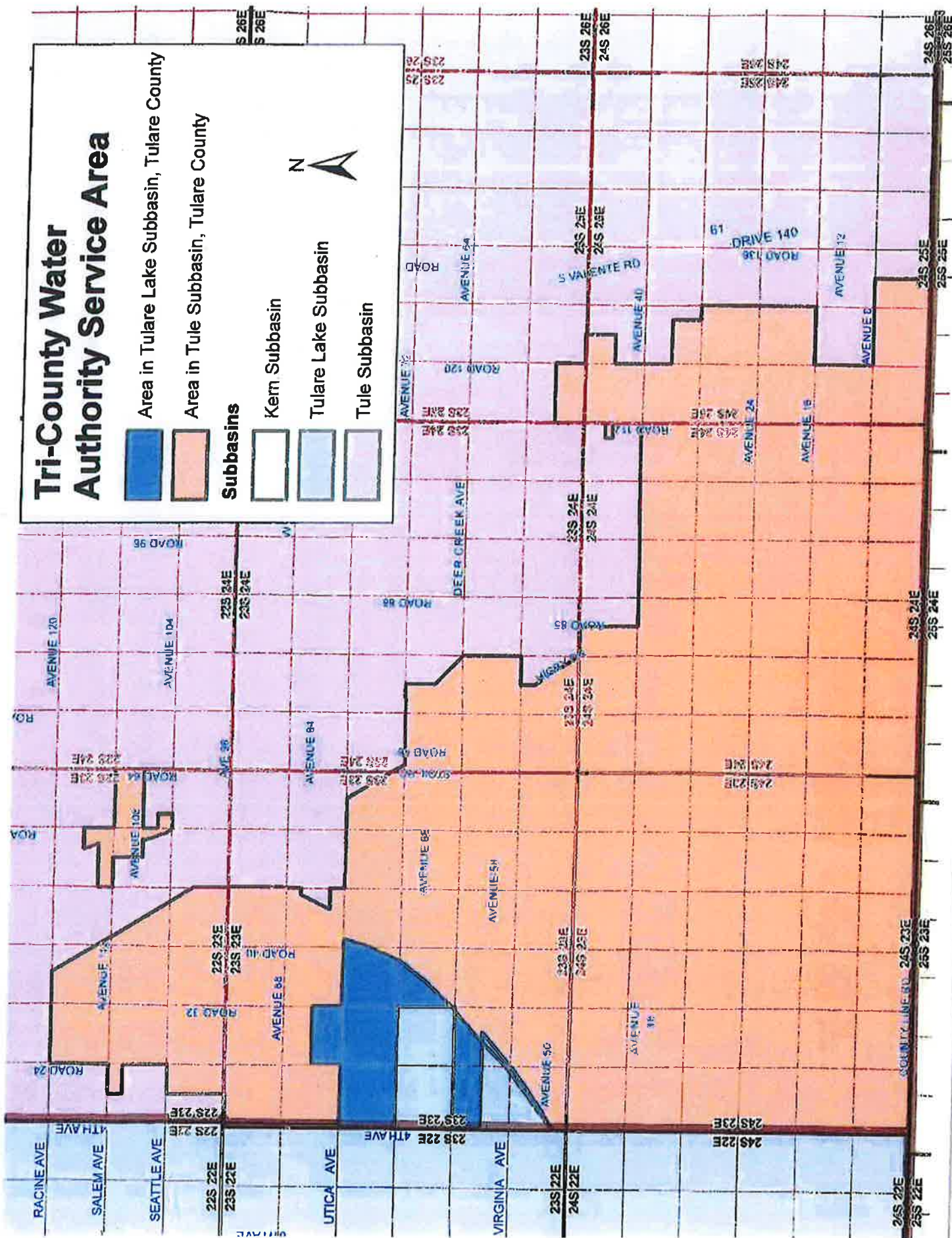
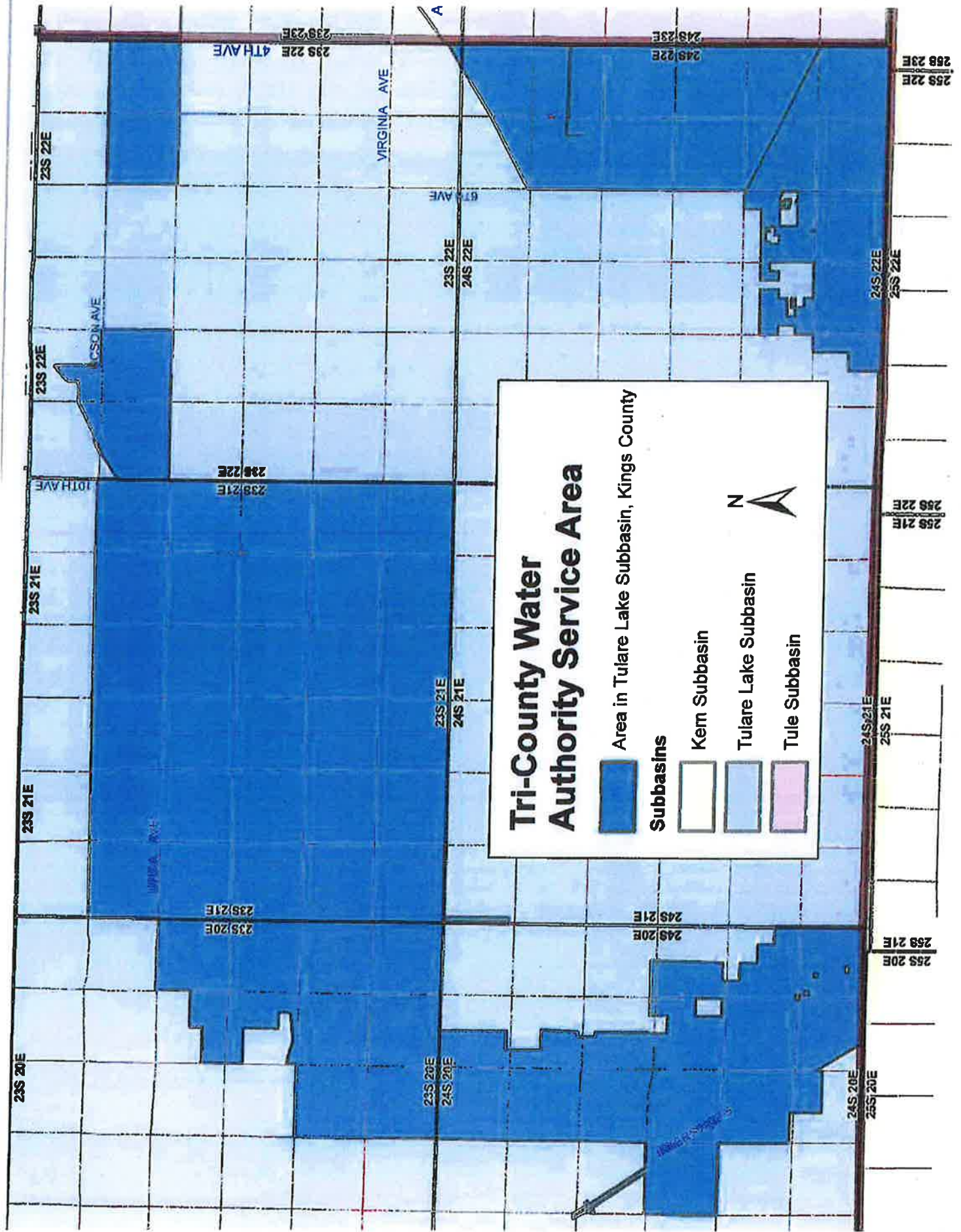


EXHIBIT "B"

Geographic Boundaries of the GSA in Tulare Lake Subbasin





State of California
Secretary of State

FILE NO.

2297

AMENDMENT OF A JOINT POWERS AGREEMENT
(Government Code section 6503.5)

FILED
Secretary of State
State of California

FEB 02 2016

(Office Use Only)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 942870, Sacramento, CA 94277-2870.
2. Include filing fee of \$1.00.
3. Do not include attachments.
4. A copy of the full text of the joint powers agreement and amendments, if any, must be submitted to the State Controller's office. For address information, contact the State Controller's office at www.sco.ca.gov.

Date of filing initial notice with the Secretary of State: March 2, 2015

File number of initial notice: 2213

Name of the agency or entity created under the agreement and responsible for the administration of the agreement:
SOUTHWEST TULARE COUNTY WATER RESOURCE MANAGEMENT AUTHORITY

Agency's or Entity's Mailing Address: 944 Whitley Avenue, Suite E, Corcoran, CA 93212

Title of the agreement: Joint Powers Agreement Creating the Southwest Tulare County Water Resource Management Authority

Complete one or more boxes below. The agreement has been amended to:

- [] Change the parties to the agreement as follows: _____
- [☒] Change the name of the administering agency or entity as follows: TRI-COUNTY WATER AUTHORITY
- [] Change the purpose of the agreement or the powers to be exercised as follows: _____
- [] Change the short title of the agreement as follows: _____
- [] Make other changes to the agreement as follows: _____

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME [Lauren D. Layne, Esq.
ADDRESS BAKER MANOCK & JENSEN, PC
5260 North Palm Avenue, Suite 421
CITY/STATE/ZIP [Fresno, California 93704

January 29, 2016

Date


Signature

Lauren D. Layne, Esq., Attorney

Typed Name and Title



I hereby certify that the foregoing
transcript of 81 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

21

FEB 02 2016

Date: _____

Alex Padilla

ALEX PADILLA, Secretary of State

**FIRST AMENDMENT
TO THE
JOINT POWERS AGREEMENT**

THIS FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT (this "First Amendment") is made and entered into this 7th day of January, 2016, by and between ANGIOLA WATER DISTRICT, a California water district, and DEER CREEK STORM WATER DISTRICT, a storm water district formed pursuant to the Storm Water District Act of 1909. Angiola Water District and Deer Creek Stormwater District are sometimes collectively referred to herein as "Signatories" and singularly as a "Signatory."

RECITALS

WHEREAS, each of the Signatories entered into that certain "Joint Powers Agreement Creating The Southwest Tulare County Water Resource Management Authority," dated November 6, 2014, and effective January 1, 2015 (the "Agreement"); and

WHEREAS, each of the Signatories to that Agreement and this First Amendment is a public entity organized and operating under the laws of the State of California, and/or a public agency as defined in California Government Code section 6500; and

WHEREAS, the Signatories, by and through their respective governing bodies, determined that it was and still is mutually beneficial to enter into that Agreement to create the Southwest Tulare County Water Resource Management Authority; and

WHEREAS, the Signatories now desire to amend the Agreement, through this First Amendment, to change the name of the joint powers agency to the **TRI-COUNTY WATER AUTHORITY**.

NOW, THEREFORE, in consideration of the above recitals, the Agreement, and the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Signatories hereto as follows:

1. Change of Name of the Authority

(a) The name of the joint powers agency created by the Agreement is hereby changed to the **TRI-COUNTY WATER AUTHORITY** (the "Authority").

(b) Upon complete execution of this First Amendment by and on behalf of each Signatory, an "Amendment of a Joint Powers Agreement" form shall be filed with the State of California Secretary of State pursuant to Government Code section 6503.5.

2. Controlling Document

In the event of any conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control. Except as amended by this First Amendment, all terms of the Agreement shall remain in full force and effect.

3. Counterparts

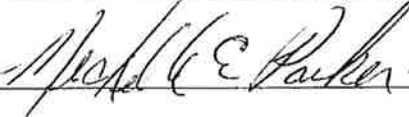
This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS THEREOF, the Signatories have executed this Agreement on the dates hereafter set forth.

ANGIOLA WATER DISTRICT

By: 
R.L. Schafer, President

Date: 02.02.16

Attest: 

DEER CREEK STORM WATER DISTRICT

By: 
Kayode Kadara, President

Date: JAN 28, 2016

Attest: _____

APPROVED AS TO FORM:

By: 
Ernest A. Conant
Young Wooldridge

APPROVED AS TO FORM

By: _____
Lauren D. Layne
Baker Manock & Jensen

2. Controlling Document

In the event of any conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control. Except as amended by this First Amendment, all terms of the Agreement shall remain in full force and effect.

3. Counterparts

This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS THEREOF, the Signatories have executed this Agreement on the dates hereafter set forth.

ANGIOLA WATER DISTRICT

By: _____
R.L. Schafer, President

Date: _____

Attest: _____

APPROVED AS TO FORM:

By: _____
Ernest A. Conant
Young Wooldridge

DEER CREEK STORM WATER DISTRICT

By: Kayode Kadara
Kayode Kadara, President

Date: JAN 28, 2016

Attest: Deanna Jackson

APPROVED AS TO FORM

By: Lauren D. Layne
Lauren D. Layne
Baker Manock & Jensen



State of California
Secretary of State

FILE NO. 2213

FILED
Secretary of State
State of California
MAR - 2 2015

(Office Use Only)

NOTICE OF A JOINT POWERS AGREEMENT
(Government Code section 6503.5)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 942877, Sacramento, CA 94277-0001.
2. Include filing fee of \$1.00.
3. Do not include attachments, unless otherwise specified.
4. A copy of the full text of the joint powers agreement and amendments, if any, must be submitted to the State Controller's office. For address information, contact the State Controller's office at www.sco.ca.gov.

Name of the agency or entity created under the agreement and responsible for the administration of the agreement:
SOUTHWEST TULARE COUNTY WATER RESOURCE MANAGEMENT AUTHORITY

Agency's or Entity's Mailing Address: 944 Whitley Avenue, Suite E, Corcoran CA 93212

Title of the agreement: Joint Powers Agreement Creating the Southwest Tulare County Water Resource Management Authority

The public agencies party to the agreement are (if more space is needed, continue on a separate sheet and attach it to this form):

- (1) Angiola Water District, a California water district
- (2) Deer Creek Storm Water District, a storm water district formed pursuant to the Storm Water District Act of 1909
- (3) _____

Effective date of the agreement: November 6, 2014

Provide a condensed statement of the agreement's purpose or the powers to be exercised: _____

See Statement of Purpose attached hereto and incorporated herein by reference.

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME Lauren D. Layne, Esq.
ADDRESS BAKER MANOCK & JENSEN, PC
5260 N. Palm Avenue, Suite 421
CITY/STATE/ZIP Fresno CA 93704

February 20, 2015

Date

Signature

Lauren D. Layne, Esq., Attorney

Typed Name and Title

ATTACHMENT TO NOTICE OF JOINT POWERS AGREEMENT

Statement of Purpose

The purpose of the Agreement is to support in connection with and incidental to the transmission and distribution of water by the Agreement's signatories, (i) minimizing the potential detrimental effects of floodwaters emanating from the Deer Creek, White River, and Poso Creek, within the combined service areas of the Agreement's signatories; (ii) seeking, through a variety of methodologies and developing technology not readily available to the individual signatories of the Agreement, to enhance the conjunctive potential for maximum beneficial use of water resources within the combined service areas of the Agreement's signatories; and (iii) jointly coordinating and encouraging the most efficient forms of import, delivery, storage, retention and groundwater recharge opportunities presented by surface flows of water through the Deer Creek and White River watercourses during the full range of hydrologic cycles.



I hereby certify that the foregoing
transcript of _____ page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

MAR - 2 2015

Date: _____

Alex Padilla

ALEX PADILLA, Secretary of State

**JOINT POWERS AGREEMENT
CREATING THE
SOUTHWEST TULARE COUNTY WATER RESOURCE MANAGEMENT
AUTHORITY**

THIS JOINT POWERS AGREEMENT (this "Agreement") is made and entered into this 6th day of November, 2014, by and between ANGIOLA WATER DISTRICT, a California water district, and DEER CREEK STORM WATER DISTRICT, a storm water district formed pursuant to the Storm Water District Act of 1909. Angiola Water District and Deer Creek Stormwater District are sometimes collectively referred to herein as "Signatories" and singularly as a "Signatory."

RECITALS

WHEREAS, each of the Signatories to this Agreement is a public entity organized and operating under the laws of the State of California, and/or a public agency as defined in California Government Code section 6500; and

WHEREAS, each of the Signatories is either directly or indirectly charged with the power to implement measures that would regulate stormwater quantity and drainage, and protect lands within the Signatory's boundaries from damage by water; and

WHEREAS, each of the Signatories is committed to improving the viability of lands within the districts by conserving water and recharging water into the groundwater basin;

WHEREAS, on September 16, 2014, the Governor of the State of California signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, the "Sustainable Groundwater Management Act," to manage groundwater in the State of California; and

WHEREAS, the Signatories, by and through their respective governing bodies, have determined that it will be mutually beneficial to enter into this Agreement and desire to create the Southwest Tulare County Water Resource Management Authority.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Signatories hereto as follows:

1. Creation of Authority

(a) The Southwest Tulare County Water Resource Management Authority (the "Authority") is hereby created as a joint powers agency pursuant to the provisions of the Government Code of the State of California relating to the joint exercise of powers common to public agencies. (Gov. Code § 6500, *et seq.*). The Authority is a public entity separate from its Signatories. Pursuant to Government Code section 6509, Angiola Water District is the designated agency with respect to the Authority's exercise of power.

(b) Upon complete execution of this Agreement by and on behalf of each Signatory, and formation of the Authority, a Notice of Joint Powers Agreement shall be filed with the California Secretary of State in accordance with Government Code section 6503.5.

The Authority shall comply with all other formation requirements provided under California law.

2. Purpose

(a) This Agreement provides for the creation of a public entity separate and apart from the Signatories to this Agreement to administer this Agreement, and the purpose of which is to support in connection with and incidental to the transmission and distribution of water by the Signatories, (i) minimizing the potential detrimental effects of floodwaters emanating from the Deer Creek, White River, and Poso Creek, within the combined service areas of the Signatories; (ii) seeking, through a variety of methodologies and developing technology not readily available to the individual Signatories, to enhance the conjunctive potential for maximum beneficial use of water resources within the combined service areas of the Signatories; and (iii) jointly coordinating and encouraging the most efficient forms of import, delivery, storage, retention and groundwater recharge opportunities presented by surface flows of water through the Deer Creek and White River watercourses during the full range of hydrologic cycles.

(b) The Authority's functions shall include, but not be limited to:

- (i) Providing training and local education relative to water resource management and safe activities, especially during flood flows;
- (ii) Providing long-term planning for and putting into operation flood control/retention basins to direct surplus flows away from protected areas, hold water resources, and to recharge groundwater aquifers;
- (iii) Providing maintenance in the service areas of the Signatories, including, but not limited to, removing sediment and other impediments to the flows within watercourses;
- (iv) Providing capital improvements and infrastructure to achieve greater management and control of the water resources, both surface and subsurface;
- (v) Providing additional habitat enhancements to reclaim native species and encourage natural and man-made systems to co-exist and integrate with other Authority operations for maximum beneficial results; and
- (vi) All ancillary activities related to the functions contained herein.

3. Powers of Authority

The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of its authority to accomplish the purpose as set forth herein including, but not limited to, any or all of the following:

- (a) To make and enter into contracts;
- (b) To prepare reports and other documents for the purpose of applying for and accepting grants, advances, and contributions;
- (c) To employ or contract for services directly or indirectly related to its purposes;
- (d) To receive contributions and donations of property, funds, services, and other forms of assistance from any source, including Signatory agencies;
- (e) To acquire and condemn property for the purposes of the Authority;
- (f) To sue and be sued in its own name; and
- (g) To incur debts, liabilities, or obligations, subject to limitations herein set forth.

4. Use of Public Funds and Insurance

The Authority shall be empowered to use for its purposes, public funds, property and other resources received from the Signatories and/or from other sources. Where applicable, the Authority Board of Directors ("Board") may permit one or more of the Signatories to provide in-kind services, including the use of property.

The Authority shall obtain insurance to cover the assets of the Authority and its operations, including, but not limited to director and officer liability insurance.

5. Term, Termination; Disposition of Assets

(a) The Authority designated pursuant to this Agreement shall commence on the Effective Date and shall continue in existence unless terminated by the governing board of each of the Signatories then a party to this Agreement; provided, however, that the Authority and this Agreement shall continue to exist for the purpose of disposing of liabilities, distributing funds, property and/or other assets (such funds, property and/or other assets, collectively, the "Authority Assets"), and all other functions necessary to conclude the business of the Authority.

(b) Upon termination of this Agreement, after the payment of all obligations of the Authority, any Authority Assets remaining shall be distributed to the Signatories in proportion to the contribution made by the Signatories toward the funding of the Authority. The Authority shall cease to exist when the Authority Assets have been distributed according to the provisions contained in this Section, this Agreement generally, and the Joint Exercise of Powers Act (Gov. Code § 6500, *et seq.*).

6. Governance

(a) The governing board from each Signatory agency shall each appoint a director and its General Manager/Secretary to serve on the Board. Currently, both Signatories have the same General Manager/Secretary. In the event that the Signatories have

different General Managers, the Signatories shall work together to create a fifth position on the governing board.

(b) Upon the vote of a majority of the Board, other public agencies may be added as Signatories to this Agreement, and each such Signatory shall acknowledge its agreement to the terms hereof by executing this Agreement upon authorization of its governing board.

(c) An alternate may be designated by a director to act in place of that director during his or her absence. Such designation shall be in writing by the designating director and shall be delivered to the Authority Secretary.

(d) Within six (6) months after the Effective Date, the Board shall consider and adopt Bylaws for the Authority.

(e) A simple majority of the Board shall constitute a quorum and a simple majority vote of that quorum shall be required for action to be taken. However, any action that requires the expenditure of more than \$5,000.00, shall first require approval from each Signatory's governing board before it is effective.

7. Meetings

The Board shall fix the hour, date, and place for its regular meetings.

8. Application of Laws to Authority Functions

The Authority shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Joint Exercise of Powers Act (Gov. Code §6500, *et seq.*); Ralph M. Brown Act (Gov. Code § 54950, *et seq.*); and conflict of interest laws/regulations (such as Gov. Code §1090, *et seq.*, the requirements of the California Political Reform Act, Gov. Code § 87100, *et seq.*, and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification, 2 California Code of Regulations §18700, *et seq.*, as amended.

9. Administration and Officers

(a) The officers of the Authority are the Chair, Vice-Chair, Secretary, and a Treasurer, if any.

(i) The Board shall, at its first meeting and thereafter at its first meeting following January 1 of each succeeding year, elect a Chair and Vice-Chair from among its members. The Vice-Chair shall assume the responsibilities of the Chair in the absence of the Chair and the Chair's alternate.

(ii) The Board may appoint an Executive Director under whose general supervision and control the activities of the Authority shall be conducted. The Executive Director has such other powers and duties as may be prescribed by the Board or the Bylaws.

- (iii) The Secretary will (1) keep or cause to be kept, at the principal executive office or such other place as the Board may direct, a book of summary minutes of all meetings and actions of Directors and committees of the Authority, with the time and place of holding, whether regular or special, and if special, how authorized, the notice given, the names of those present at such meetings and the proceedings of such meetings; and (2) give, or cause to be given, notice of all meetings of the Board and committees of the Authority required by the Bylaws to be given. The Secretary has such other powers and may perform such other duties as may be prescribed by the Board.
- (iv) The Board shall designate a qualified person to act as the Treasurer of the Authority. In the event that the person designated by the authority is not a member of the Board, the person serving as Treasurer may be reasonably compensated for performing such work. In the event that the person designated by the Authority to perform such services is an employee of a Signatory, the governing body of that Signatory shall determine the reasonable charges to be made against the Authority for the services of Treasurer. The person holding the position of Treasurer of the Authority shall have charge of the depositing and custody of all funds held by the Authority. The Treasurer shall perform such other duties as maybe imposed by provisions of applicable law, including those duties described in Government Code section 6505.5, and that may be prescribed by the Board or the Bylaws.

(b) Officers may delegate certain duties and responsibilities to staff in accordance with the Bylaws and/or Board resolutions, and in compliance with all applicable laws.

10. Accounting

- (a) The Board shall establish and maintain such funds and accounts as may be required by Generally Accepted Accounting Principles and by Federal and State statute and regulation, as applicable.
- (b) The Authority shall comply with the accounting and auditing requirements contained in California Government Code sections 6505-6505.6.
- (c) The Board will appoint one of its officers to serve as auditor of the Authority. The auditor shall comply with the duties and responsibilities of the office as set forth in subdivisions (a) to (d), inclusive, of California Government Code section 6505.5.

11. Fiscal Year

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from January 1 to and including the following December 31, except for the first Fiscal Year, which shall be the period from the date of this Agreement to December 31, 2014.

12. Legal Counsel

The Board shall retain legal counsel for the Authority.

13. Privileges and Immunities

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits that may apply to the activities of officers, agents or employees of public agencies when performing their respective functions within their respective territorial limits, shall apply to them to the same degree and extent while engaged as Signatories of the Authority or otherwise as an officer, agent, Board Member, or other representative of the Authority or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.

14. Liability

(a) The debts, liabilities, and obligations of the Authority shall be the debts, liabilities, or obligations of the Authority alone, and not any of the Signatories of this Agreement.

(b) The Authority, and those persons, agencies and instrumentalities used by it to perform the functions authorized herein, whether by contract, employment or otherwise, shall be exclusively liable for any/all injuries, costs, claims, liabilities, damages of whatever kind to any person arising from or related to activities of the Authority.

(c) The Authority shall hold harmless and indemnify Signatories, and each of them, including their officers and employees, from any claim or liability arising from acts or omissions of the Authority in pursuit of this Agreement, and in so doing, shall provide Signatories, and each of them, with legal defense of any and all claims or liabilities and shall pay reasonable attorney's fees and costs incurred in providing such defense.

(d) Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, each Signatory, and any officers, agents, and employees for their actions taken within the scope of their duties while acting on behalf of the Authority.

15. Entire Agreement

It is understood and agreed that the entire Agreement between the Signatories is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Signatories relating to the subject matter hereof. All items and exhibits referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

16. Severability

Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

17. Amendment

This Agreement may be modified at any time by written amendment executed by the Signatories.

18. Effective Date

The effective date ("Effective Date") of this Agreement shall be the first day of the first month following the date on which the Signatories adopt and sign this Agreement.

19. Successors

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Signatories hereto. Except to the extent expressly provided herein, no Signatory may assign any right or obligation hereunder without the consent of the other Signatory.

20. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

21. Headings

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which referred.

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22. Consent; Choice of Law; Venue

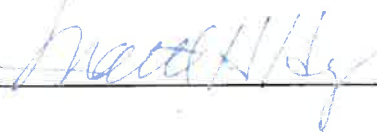
Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld. This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed. Venue for litigation related to this Agreement shall be in the Superior Court of any County in which a Signatory is located.

IN WITNESS THEREOF, the Signatories have executed this Agreement on the dates hereafter set forth.

ANGIOLA WATER DISTRICT

By: 
R.L. Schafer, President

Date: December 3, 2014

Attest: 

DEER CREEK STORM WATER DISTRICT

By: 
Kayode Kadara, President

Date: Dec 15, 2014

Attest: 

APPROVED AS TO FORM:

By: 
Ernest A. Conant
Young Wooldridge

APPROVED AS TO FORM

By: 
Lauren D. Layne
Baker Manock & Jensen