



EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

STEERING COMMITTEE MEETING

AGENDA

Wednesday, March 11, 2020

3:00 p.m. – 5:00 p.m.

Public Works Conference Room A

1810 East Hazelton Avenue, Stockton, California

A. Discussion /Action Items

1. Role and Purpose of the Steering Committee
2. Decision process and Board member authority
 - i. ESJ GWA JPA and Bylaws
 - ii. JPA state statutes
3. Budget Elements and Assumption
4. JPA and Bylaws (attached) and GSP implementation. Do we have the tools we need?
5. JPA and Bylaws and potential revisions

B. Meeting Schedule (attached)

C. Membership (attached)

D. Future Agenda Items

E. Adjournment

Next Special Meeting

Wednesday, April 8, 2020

3:00 pm to 5:00 pm

Public Works Conference Room A

Note: When the steering committee was created, the meeting time was established as the 2nd Wednesday of the month at 8:30 a.m. The steering committee meetings held on a different date or a different time would be a 'special meetings. As such, the meeting on March 11 at 3pm, and the April 8 meeting at 3pm are 'special' meetings.

A-17-83
4/11/2017

JOINT EXERCISE OF POWERS AGREEMENT
ESTABLISHING THE EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

THIS AGREEMENT is entered into and effective this 8th day of February, 2017 (“**Effective Date**”), pursuant to the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.* (“**JPA Act**”) by and among the entities that are signatories to this Agreement.

RECITALS

A. On August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319 and AB 1739. Collectively, those bills, as subsequently amended, enacted the “Sustainable Groundwater Management Act”. Governor Brown signed the legislation on September 16, 2014 and it became effective on January 1, 2015.

B. Each of the Members overlies the San Joaquin Valley Groundwater Basin, Eastern San Joaquin Subbasin, California Department of Water Resources Basin No. 5-22.01 as its boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2.

C. Each of the Members is either (i) a Groundwater Sustainability Agency (“**GSA**”) duly established in accordance with SGMA, or (ii) a “local agency” as defined in Water Code Section 10721(n) that intends to become a GSA established on or before June 30, 2017.

D. The Members desire, through this Agreement, to form a public entity to be known as the Eastern San Joaquin Groundwater Authority (“**Authority**”) for the purpose of coordinating the various GSAs’ management of the Basin, in accordance with SGMA. The boundaries of the Authority are depicted on the map attached hereto as **Exhibit A**.

E. The mission of the Authority is to provide a dynamic, cost-effective, flexible and collegial organization to insure initial and ongoing SGMA compliance within the Basin.

F. The Members agree that the Authority itself is not initially intended to be a GSA but the Members may elect GSA status for the Authority in their discretion at a future time as further provided herein.

THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Members agree as follows:

ARTICLE 1: DEFINITIONS

1.1 **Definitions.** As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

a. “**Agreement**” shall mean this Joint Exercise of Powers Agreement Establishing the Eastern San Joaquin Groundwater Authority.

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- b. **“Authority”** shall mean the Eastern San Joaquin Groundwater Authority formed by this Agreement.
- c. **“Basin”** shall mean the San Joaquin Valley Groundwater Basin, Eastern San Joaquin Subbasin, California Department of Water Resources Basin No. 5-22.01 as its boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2.
- d. **“Board of Directors”** or **“Board”** shall mean the governing body formed to implement this Agreement as established herein.
- e. **“Coordination Agreement”** shall mean a legal agreement adopted between two or more GSAs that provides the basis for intra-basin coordination of the GSPs of multiple GSAs within a basin pursuant to SGMA.
- f. **“Dedicated Revenue Stream”** shall mean a revenue stream dedicated to Authority activities that has been adopted by a Member or Members in the form of an assessment or charge in accordance with applicable law.
- g. **“DWR”** shall mean the California Department of Water Resources.
- h. **“Effective Date”** shall be as set forth in the Preamble.
- i. **“Groundwater Sustainability Agency”** or **“GSA”** shall mean an agency enabled by SGMA to regulate a portion of the Subbasin cooperatively with all other Groundwater Sustainability Agencies in the Basin, in compliance with the terms and provisions of SGMA.
- j. **“Groundwater Sustainability Plan”** or **“GSP”** shall have the definition set forth in SGMA.
- k. **“GSA Boundary”** shall mean those lands located within the Members’ boundaries.
- l. **“JPA Act”** shall mean the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.*
- m. **“Management Area”** shall mean the area within the boundaries of a Member or group of Members to be managed by that Member or group of Members under any GSP adopted by the Authority.
- n. **“Member”** shall mean any of the signatories to this Agreement and **“Members”** shall mean all of the signatories to this Agreement. Each of the Members shall be either (i) a GSA established on or before the Effective Date in accordance with SGMA, or (ii) a **“local agency”** as defined in Water Code Section 10721(n) that intends to become a GSA established on or before June 30, 2017.

o. “Other Basin Agencies” shall mean all other governmental agencies whose jurisdictions include the land overlying the Basin or whose jurisdictions include some governmental authority over the Basin who are not Members.

p. “SGMA” shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

ARTICLE 2: KEY PRINCIPLES

2.1 The Members intend to work together in mutual cooperation to develop a GSP in compliance with SGMA, for the sustainable management of groundwater for that portion of the Basin underlying the Members of the Authority.

2.2 The Members intend to mutually cooperate to the extent possible to jointly implement the GSP within the Basin.

2.3 To the extent the Members are not successful at jointly implementing the GSP within the Basin, or to the extent that any Member wishes to implement the GSP within its boundaries, the Authority intends to allow any individual Member to implement the GSP within its boundaries, and to work together with all Members to coordinate such implementation in accordance with the requirements of SGMA.

2.4 The Members intend that the Authority will represent the Members in discussions with Other Basin Agencies, and shall enter into Coordination Agreements with those that form GSAs as required by SGMA to achieve an integrated, comprehensive Basin-wide GSP that satisfies SGMA as to sustainable groundwater management for the entire Basin.

2.5 Each Member will retain the right to determine, in its sole discretion, whether to (i) become a GSA, or (ii) join in a GSA that is a Member of the Authority. However, if a Member fails to take action, on or before June 30, 2017, to (i) become a GSA, or (ii) join in a GSA that is a Member of the Authority, that Member shall be terminated from participation in the Authority and this Agreement in accordance with Article 6.3.

2.6 The Members expressly intend that the Authority will not have the authority to limit or interfere with the respective Member’s rights and authorities over their own internal matters, including, but not limited to, a Member’s legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters. The Members make no commitments by entering into this Agreement to share or otherwise contribute their water supply assets as part of the development or implementation of a GSP.

2.7 Nothing in this Agreement is intended to modify or limit Members’ police powers, land use authorities, or any other authority.

2.8 The Members further intend through this Agreement to cooperate to obtain consulting, administrative and management services needed to efficiently develop a GSP, to

conduct outreach to Other Basin Agencies and private parties, and to identify mechanisms for the management and funding commitments reasonably anticipated to be necessary for the purposes of this Agreement.

2.9 The Members acknowledge and agree that SGMA is new and complex legislation, with implementing regulations continuing to be developed by DWR. While this Agreement reflects the Members' initial approach to SGMA compliance, a great deal of data needed for implementation is unknown, necessary models are still in development, the Members may have changes in political boundaries or gain experience in the application of SGMA or discover other considerations that may affect the decision of a Member on how to best comply with SGMA within its own and its Management Area boundaries. DWR has acknowledged the need for entities to change their decisions about participating in or becoming a GSA, and it is the intent of the Members to support flexibility in admitting additional Members, accommodating voluntary withdrawals, coordinating with other multi-agency or individual GSAs, changing the form of their organizational documents, for example, or creating an independent agency through a Joint Powers Agreement, and making other types of adjustments required by the Members to achieve efficient compliance with SGMA, consistent with the schedule and requirements of SGMA for coordination throughout the Basin and the provisions of this Agreement.

2.10 Each Member acknowledges that SGMA requires that multiple GSAs within a Bulletin 118 groundwater basin designated as high- or medium-priority must coordinate, and are required to use the same data and consistent methodologies for certain required technical assumptions when developing a GSP, and that the entire subbasin must be managed under one or more GSPs or an alternative in lieu of a GSP for the basin to be deemed in compliance with SGMA.

ARTICLE 3: FORMATION, PURPOSE AND POWERS

3.1 **Recitals:** The foregoing recitals are incorporated by reference.

3.2 **Certification.** Each Member certifies and declares that it is a public agency (as defined in Government Code Section 6500 *et seq.*) that is authorized to be a party to a joint exercise of powers agreement and to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title I of the Government Code, commencing with Section 6500.

3.3 **Formation of Authority.** Pursuant to the JPA Act, the Members hereby form and establish a public entity to be known as the Eastern San Joaquin Groundwater Authority which will function in accordance with this Agreement. The Authority will be a public entity separate from the Members to this Agreement. The Authority shall comply with all provisions of the JPA Act and shall be responsible for administration of this Agreement.

3.4 **Purpose of the Authority.** The purposes of this Authority are to:

- a. provide for coordination among the Members to develop and implement a GSP and/or facilitate a coordination agreement, to the extent necessary;
- b. provide for the joint exercise of powers common to each of the Members and powers granted pursuant to SGMA (subject to the restrictions contained in this Agreement);

- c. cooperatively carry out the purposes of SGMA;
- d. develop, adopt and implement a legally sufficient GSP covering those portions of the Basin that are within the jurisdictional boundaries of the Members, subject to the limitations set forth in this Agreement; and
- e. satisfy the requirements of SGMA for coordination among GSAs.

3.5 Powers of the Authority. To the extent authorized by the Members through the Board of Directors, and subject to the limitations set forth in this Agreement and the limitations of all applicable laws, the Authority shall have and may exercise any and all powers commonly held by the Members in pursuit of the Authority's purpose, as described in Article 3.4 of this Agreement, including but not limited to the power:

- a. To coordinate the implementation of SGMA among the Members in accordance with this Agreement;
- b. To coordinate the exercise of common powers of its Members including, without limitation, powers conferred to the Members by SGMA;
- c. To adopt rules, regulations, policies, bylaws and procedures related to the coordination of the Members for purposes of implementation of SGMA;
- d. To perform all acts necessary or proper to carry out fully the purposes of this Agreement; and to exercise all other powers necessary and incidental to the implementation of the powers set forth herein; and
- e. To borrow funds so long as a Dedicated Revenue Stream is committed by one or more Members for repayment.

3.6 Powers Reserved to Members. Notwithstanding anything to the contrary in this Agreement, the Authority shall not undertake any activities within the geographic or service area boundaries of any of its Members pursuant to the GSP developed or adopted hereunder (including, without limitation, the restriction or regulation of groundwater extractions), unless the Member has formally and expressly consented and agreed in writing to the activity proposed pursuant to a special project agreement between the Member and the Authority in accordance with Article 7 of this Agreement. Without limiting the generality of the previous sentence, each of the Members (or groups of Members) will have the sole and absolute right, in its or their sole discretion, to:

- a. Become a GSA individually or collectively within the Member's boundaries or the Management Area managed in whole or in part by such Member;
- b. Approve any portion, section or chapter of the GSP adopted by the Authority as applicable within the Member's boundaries or the Management Area managed in whole or in part by such Member or GSA of which it is a part;
- c. At each individual Member's election, acting through GSAs established by Members, implement SGMA and the GSP adopted by the Authority within the Member's

boundaries or the Management Area managed in whole or in part by such Member; provided that any Member may elect, in its sole discretion, to authorize the Authority to implement SGMA and the GSP or to implement any discrete element or elements of SGMA or the GSP within the Member's boundaries. In the event that a Member elects to authorize the Authority to implement SGMA and the GSP or to implement any discrete element or elements of SGMA or the GSP within the Member's boundaries, such Member and the Authority shall enter into a special project agreement in accordance with Article 7 of this Agreement; and

- d. Exercise the powers, without limitation, conferred to a GSA by SGMA.

3.7 **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article 6.5 of this Agreement.

3.8 **Boundaries of the Authority.** The geographic boundaries of the Authority and that portion of the Basin that will be managed by the Authority pursuant to SGMA are depicted in **EXHIBIT A**.

3.9 **Role of Member Agencies.** Each Member agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and intent of this Agreement. The support of each Member is required for the success of the Authority. This support will involve the following types of actions:

- a. The Members will provide support to the Board of Directors and any third party facilitating the development of the GSP by making available staff time, information and facilities within available resources.

- b. Policy support shall be provided by the Members to either approve, or respond quickly to, any recommendations made as to funding shares, operational decisions, fare structures, and other policy areas.

- c. Each Member shall contribute its share of capital and operational fund allocations, as established by the Board of Directors in the annual budget, as approved by the Board of Directors.

- d. Contributions of public funds and of personnel, services, equipment or property may be made to the Authority by any Member for any of the purposes of this Agreement provided that no repayment will be made for such contributions.

3.10 **Other Officers and Employees.** The Members do not anticipate that the Authority will have any employees. However, the Authority may do the following:

- a. Provide that any employee of a Member, with the express approval of that Member, may be an *ex officio* employee of the Authority, and shall perform, unless otherwise provided by the Board, the same various duties for the Authority as for his or her other employer in order to carry out this Agreement.

b. The Board shall have the power to employ competent registered civil engineers and other consultants to investigate and to carefully devise a plan or plans to carry out and fulfill the objects and purposes of SGMA, and complete a GSP.

ARTICLE 4: GOVERNANCE

4.1 **Board of Directors.** The business of the Authority will be conducted by a Board of Directors that is hereby established and that shall be initially composed of one primary representative appointed by each Member; provided, however, that in the event multiple entities establish a single GSA pursuant to a separate agreement, the GSA so established will thereafter have one representative on the Board of Directors and the vote of the GSA will be exercised in accordance with the separate agreement. Without amending this Agreement, the composition of the Board of Directors shall be altered from time to time to reflect the withdrawal of any Member, the admission of a Member or the establishment of a GSA comprised of multiple Members. Members of the Board of Directors are not required to be members of the governing board of the appointing Member; however, it is the strong preference of the Members that members of the Board of Directors be members of the governing board of the appointing Member. Each Member may designate one alternate to serve in the absence of that Member's primary representative on the Board of Directors. Such alternate need not be a member of the governing board of the Member. All primary members of the Board of Directors and all alternates shall file a Statement of Economic Interests (FPPC Form 700). Each Member shall notify the Authority in writing of its designated primary and alternate representatives on the Board of Directors.

4.2 **Term of Directors.** Each member of the Authority Board of Directors will serve until replaced by the appointing Member.

4.3 **Officers.** The Board of Directors shall elect a chairperson and a vice chairperson. The chairperson and vice-chairperson shall be directors of the Board. The chairperson shall preside at all meetings of the Board and the vice-chairperson shall act as the chairperson in the absence of the chairperson elected by the Board. The San Joaquin County Public Works Director or designee shall be the secretary and shall prepare and maintain minutes of all meetings of the Board of Directors. The Treasurer of the County of San Joaquin shall have the duties and obligations of Treasurer of the Authority as set forth in Government Code Sections 6505, 6505.1 and 6505.5.

4.4 **Powers and Limitations.** All the powers and authority of the Authority shall be exercised by the Board, subject, however, to the rights reserved by the Members as set forth in this Agreement.

4.5 **Quorum.** A majority of the members of the Board of Directors will constitute a quorum.

4.6 **Voting.** Except as to actions identified in Article 4.7, the Board of Directors will conduct all business by majority vote. Each member of the Board of Directors will have one (1) vote. Prior to voting, the Members shall endeavor in good faith to reach consensus on the matters to be determined such that any subsequent vote shall be to confirm the consensus of the Members. If any Member strongly objects to a consensus-based decision prior to a vote being cast, the Members shall work in good faith to reasonably resolve such strong objection, and, if the same is

not resolved collaboratively, then the matter will proceed to a vote for final resolution under this Section 4.6 or Section 4.7, below, as applicable.

4.7 Supermajority Vote Requirement for Certain Actions. The following actions will require a two-thirds (2/3) vote by the directors present:

- a. Approval or modification or amendment of the Authority's annual budget;
- b. Decisions related to the levying of taxes, assessments or property-related fees and charges;
- c. Decisions related to the expenditure of funds by the Authority beyond expenditures approved in the Authority's annual budget;
- d. Adoption of rules, regulations, policies, bylaws and procedures related to the function of the Authority;
- e. Decisions related to the establishment of the Members' percentage obligations for payment of the Authority's operating and administrative costs as provided in Article 5.1;
- f. Approval of any contracts over \$250,000 or contracts for terms that exceed two (2) years;
- g. Setting the amounts of any contributions or fees to be paid to the Authority by any Member;
- h. Decisions regarding the acquisition by any means and the holding, use, sale, letting and disposal of real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and the construction, maintenance, alteration and operation of any and all works or improvements, within or outside the Authority, necessary or proper to carry out any of the purposes of the Authority;
- i. Decisions related to the limitation or curtailment of groundwater pumping; and
- j. Approval of a GSP.

4.8 Meetings. The Board shall provide for regular and special meetings in accordance with Chapter 9, Division 2, Title 5 of Government Code of the State of California (the "Ralph M. Brown Act" commencing at Section 54950), and any subsequent amendments of those provisions.

4.9 By-Laws. The Board may adopt by-laws to supplement this Agreement. In the event of conflict between this Agreement and the by-laws, the provisions of this Agreement shall govern.

4.10 Administrator. The Members hereby designate the County of San Joaquin to serve as administrator and secretary of, and keeper of records for, the Authority.

4.11 **Advisory Committees.** The Board of Directors may establish one or more advisory committees, technical committees or other committees for any purpose, including but not limited to the GSP purposes in Water Code Section 10727.8.

ARTICLE 5: FINANCIAL PROVISIONS

5.1 **Contributions and Expenses:** Members shall share in the general operating and administrative costs of operating the Authority in accordance with percentages determined by the Authority Board of Directors. Each Member will be assessed no more frequently than quarterly, beginning on July 1 of each year. Members shall pay assessments within ninety (90) days of receiving assessment notice from the secretary of the Authority. Each Member will be solely responsible for raising funds for payment of the Member's share of operating and administrative costs. The obligation of each Member to make payments under the terms and provision of this Agreement is an individual and several obligation and not a joint obligation with those of the other Members. Each Member shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Member shall be under the control of or shall be deemed to control any other Member. No Member shall be precluded from independently pursuing any of the activities contemplated in this Agreement. No Member shall be the agent or have the right or power to bind any other Member without such Member's express written consent, except as expressly provided in this Agreement. Contributions of grant funding, state, federal, or county funding may be provided as funding or a portion of funding on behalf of Members.

5.2 **Initial Contributions.** Upon execution of this Agreement, each of the Members shall contribute Five Thousand Dollars (\$5,000.00) to the Authority for initial administrative costs. Such funds may be used in the discretion of the Authority Board of Directors to fund the activities of the Authority including, without limitation, engineering services. The Authority shall provide to the Members quarterly reports detailing how the Initial Contributions are spent.

5.3 **Liability of Board and Officers.** The funds of the Authority may be used to defend, indemnify and hold harmless the Authority, any Director, officer, employee, or agent for actions taken within the scope of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance including but not limited to directors and officers liability insurance.

5.4 **Repayment of Funds.** No refund or repayment of the initial commitment of funds specified in Article 5.2 will be made to a Member ceasing to be a Member of this Agreement whether pursuant to removal by the Board of Directors or pursuant to a voluntary withdrawal. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, the terms and conditions of this Agreement or other agreement of the Authority and withdrawing Member.

5.5 **Budget.** The Authority's fiscal year shall run from July 1 through June 30. Each fiscal year, the Board shall adopt a budget for the Authority for the ensuing fiscal year. Within ninety (90) days of the Effective Date of this Agreement, the Board shall adopt a budget. Thereafter, a budget shall be adopted no later than June 30 of the preceding fiscal year. The budget shall be adopted in accordance with Section 4.7 of this Agreement.

5.6 **Alternate Funding Sources.** The Board may obtain State of California or federal grants but shall not create indebtedness without securing a Dedicated Revenue Stream.

5.7 **Depositary.** The Treasurer of the County of San Joaquin shall (i) be the depositary of the Authority, (ii) have custody of all funds of the Authority, and (iii) have the duties and obligations of the Treasurer as set forth in Government Code Sections 6505, 6505.1 and 6505.5. All funds of the Authority shall be held in separate accounts in the name of the Authority and shall not be commingled with funds of any Member or any other person or entity.

5.8 **Accounting.** Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. The books and records of the Authority shall be open to inspection by the Members at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

5.9 **Auditor.** The Auditor of the County of San Joaquin shall have the duties and obligations as Auditor of the Authority as set forth in Government Code Sections 6505 and 6505.5. The Auditor shall ensure strict accountability of all receipts and disbursements of the Authority and shall make arrangements with a qualified firm to perform an annual audit of the accounts and records of the Authority. Copies of such annual audit reports shall be filed with the State Controller and each Member within six months of the end of the fiscal year under examination.

5.10 **Expenditures.** All expenditures within the designations and limitations of the applicable approved budget shall be made upon the approval of any officer so authorized by the Authority Board of Directors. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval and written order of the Board. The Board shall requisition the payment of funds only upon approval of claims or disbursements and requisition for payment in accordance with policies and procedures adopted by the Board.

5.11 **Initial Staffing Contributions.** The Authority initially intends to contribute to the goals and objectives identified in this Agreement by utilizing the staff of Members at the Members' own cost to pursue those operations, investigations and programs. It is intended that no indebtedness be created unless funding is secured by a Dedicated Revenue Stream.

ARTICLE 6: CHANGES TO MEMBERSHIP, WITHDRAWAL AND TERMINATION

6.1 **Changes to Membership.** The Authority Board of Directors will have the authority to (1) approve the addition of new members to the Authority, and (2) remove a Member involuntarily, in accordance with this Article. In the event of the approval of new Members or the involuntary removal of an existing Member, the Members (and any new Members) shall execute an addendum or amendment to this Agreement describing all changes in Members. In the event of the involuntary removal of a Member the removed Member shall remain fully responsible for its proportionate share of all liabilities incurred by the Authority prior to the effective date of the removal.

6.2 **Noncompliance.** In the event any Member (1) fails to comply with the terms of this Agreement, or (2) undertakes actions that conflict with or undermine the functioning of the Authority or the preparation or implementation of the GSP, such Member shall be subject to the provisions for involuntary removal of a Member set forth in of Section 6.3 of this Agreement. Such actions of a Member shall be as determined by the Board of Directors and may include, for example, failure to pay its agreed upon contributions when due; refusal to participate in GSA activities or to provide required monitoring of sustainability indicators; refusal to enforce controls as required by the GSP; refusal to implement any necessary actions as outlined by the approved GSP minimum thresholds that are likely to lead to “undesirable results” under SGMA.

6.3 **Involuntary Termination.** The Members acknowledge that SGMA requires that multiple GSAs within Bulletin 118 groundwater basins designated as high- or medium-priority must coordinate, and are required to use the same data and consistent methodologies for certain required technical assumptions when developing a GSP, and that the entire Basin must be managed under one or more GSPs or an alternative in lieu of a GSP for the Basin to be deemed in compliance with SGMA. As a result, upon the determination by the Board of Directors that the actions of a Member (1) fail to comply with the terms of this Agreement, or (2) conflict with or undermine the functioning of the Authority or the preparation and implementation of the requirements of the GSP, the Board of Directors may terminate that Member’s membership in this Authority, provided that prior to any vote to remove a Member involuntarily, all of the Members shall meet and confer regarding all matters related to the proposed removal. The Board of Directors shall terminate the membership in the Authority of any Member that fails, on or before June 30, 2017, to (i) elect to become a GSA duly established in accordance with SGMA, or (ii) participate, through a joint exercise of powers agreement or other legal agreement, in a GSA duly established in accordance with SGMA.

6.4 **Withdrawal of Members.** A Member may, in its sole discretion, unilaterally withdraw from the Authority, effective upon ninety (90) days’ prior written notice to the Authority, provided that (a) the withdrawing Member will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority, in accordance with Article 5.1. A withdrawing Member will not be responsible for any obligation or liability that the Member has voted against at a Board meeting, providing that such Member shall give notice of its withdrawal from the Authority as soon after voting against the proposal as is practicable. Without limiting the generality of the previous sentence, in the event that the Authority levies or adopts any tax, assessment or property-related fee or charge (collectively “Authority Charge”) the Authority Charge will not be effective within the jurisdictional boundaries of a Member that votes against the Authority Charge and withdraws in accordance with this Article 6.4. In the event the withdrawing Member has any rights in any property or has incurred obligations to the Authority, the Member may not sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Authority. The Authority may not sell, lease, transfer or use any rights of a Member who has withdrawn without first obtaining the written consent of the withdrawing Member. Notwithstanding any other provision of this Agreement, if a Member fails to take action, on or before June 30, 2017, to (i) elect to become a GSA, or (ii) join in a GSA that is a member of the Authority, that Member shall withdraw from the Authority and this Agreement in accordance with this Article 6.4.

6.5 **Termination.** This Agreement and the Authority may be terminated by a majority vote of the Members. However, in the event of termination each of the Members will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority, in accordance with Article 5.1. Nothing in this Agreement will prevent the Members from withdrawing as provided in this Agreement, or from entering into other joint exercise of power agreements.

6.6 **Disposition of Property Upon Termination.** Upon termination of this Agreement, the assets of the Authority shall be transferred to the Authority's successor, provided that a public entity will succeed the Authority, or in the event that there is no successor public entity, to the Members in proportion to the contributions made by each Member. If the successor public entity will not assume all of the Authority's assets, the Board shall distribute the Authority's assets between the successor entity and the Members in proportion to the any obligation required by Articles 5.1 or 5.6.

6.7 **Rights of Member to Become GSA in Event of Withdrawal or Termination.** Upon withdrawal or involuntary termination of a Member, or termination of this Agreement pursuant to Article 6.5, whether occurring before or after June 30, 2017, the withdrawing or terminated Member will retain all rights and powers to become or otherwise participate in a GSA for the lands within its boundaries. In such event the Authority and its remaining Members (i) shall not object to or interfere with the lands in the withdrawing or terminated Member's boundaries being in a GSA, as designated by the withdrawing or terminated Member or otherwise, (ii) shall facilitate such transition to the extent reasonably necessary, and (iii) shall withdraw from managing that portion of the Basin within the boundaries of the withdrawing or terminating Member and so notify the California Department of Water Resources.

6.8 **Use of Data.** Upon withdrawal, any Member shall be entitled to use any data or other information developed by the Authority during its time as a Member. Further, should a Member withdraw from the Authority after completion of the GSP, it shall be entitled to utilize the GSP for future implementation of SGMA within its boundaries.

ARTICLE 7: SPECIAL PROJECTS

7.1 Fewer than all of the Members may enter into a special project agreement to achieve any of the purposes or activities authorized by this Agreement, and to share in the expenses and costs of such special project, for example, to share in funding infrastructure improvements within the boundaries of only those Members and their Management Areas. Special project agreements must be in writing and documentation must be provided to each of the Members to this Agreement.

7.2 Members that enter into special project agreements agree that any special project expenses incurred for each such special project are the costs of the special project participants, respectively, and not of any other Members to this Agreement not participating in the special project, and the special project expenses shall be paid by the parties to the respective special project agreements.

7.3 Members participating in special project agreements, if conducted by the Authority, shall hold each of the other parties to this Agreement who are not parties to the special project

agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from the special project agreement. The indemnification obligation of Members participating in special project agreements shall be the same as specified in Article 8.1 for Members in general, except that they shall be limited to liabilities incurred for the special project.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 **Indemnification.** The Authority shall hold harmless, defend and indemnify the Members, and their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of the activities of the Authority, or its agents, officers and employees under this Agreement. These indemnification obligations shall continue beyond the Term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement.

8.2 **Amendments.** This Agreement may be amended from time to time by a unanimous vote of the Members.

8.3 **Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without a unanimous vote by the Members. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto.

8.4 **Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery. On the signature page of this Agreement, each party shall provide contact information for the purpose of notification.

8.5 **Counterparts.** This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

8.6 **Choice of Law.** This Agreement shall be governed by the laws of the State of California.

8.7 **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement is held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY JPA 2017

8.8 **Headings.** The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Members to this Agreement.

8.9 **Construction and Interpretation.** This Agreement has been arrived at through negotiation and each Member has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Member shall not apply in the construction or interpretation of this Agreement.

8.10 **Entire Agreement.** This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings, written or oral. This Agreement may only be amended by written instrument executed by all Members.

IN WITNESS WHEREOF, the parties hereto have caused Agreement to be executed on the day and year set opposite the name of the parties:

MIMI DUZENSKI
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

By *Mimi Duzenski*
Clerk



C.W.
CHARLES WINN, Chair
Board of Supervisors
of the County of San Joaquin,
State of California

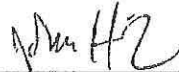
APPROVED AS TO FORM:
By *Lawrence P. Meyers*
LAWRENCE P. MEYERS
Deputy County Counsel

Eastern San Joaquin Groundwater Authority JPA

ATTEST:

SOUTH DELTA WATER AGENCY

CLERK



John Herrick, March 1, 2017

John Herrick, Counsel & Manager
Printed Name and Title

4255 Pacific Avenue Suite 2
Stockton, CA 95207
Address

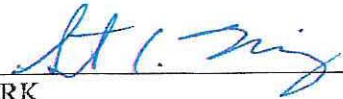
jherrlaw@aol.com
E-Mail

Phone: (209) 956-0150

Fax: (209) 956-0154

Eastern San Joaquin Groundwater Authority JPA


ATTEST:


CLERK

Stockton East Water District
AGENCY LEGAL NAME
Thomas McGurk 3/7/17
By: Signature Date
Thomas McGurk
Printed Name
President
Title
P.O. Box #5157
Address
Stockton / CA / 95215
City/State/Zip
smoody@sewd.net
Email
(209) 948.0423
Fax

Eastern San Joaquin Groundwater Authority JPA


ATTEST:


Joseph Salzman

CLERK

Lockeford Community Services District

AGENCY LEGAL NAME

 7 Nov. 2017
By: Signature Date

Gary Gordon

Printed Name

Lockeford CSD Board President

Title

17725 Tully Road

Address

Lockeford CA 95237

City/State/Zip

lcsd@softcom.net

Email

n/a

Fax

Eastern San Joaquin Groundwater Authority JPA

ATTEST

CLERK

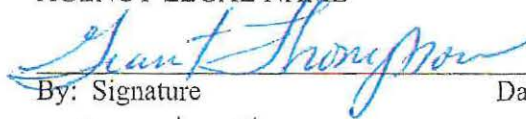


C.SJWCD

AGENCY LEGAL NAME

By: Signature

Date



3-9-17

Printed Name

President

Title

Address

City/State/Zip

Email

Fax

11 S. SAN JOAQUIN ST. #306

Stockton CA 95202

209-466-7953

Eastern San Joaquin Groundwater Authority JPA

ATTEST:

Abri Fitzwater Husley
CLERK

OAKDALE IRRIGATION DISTRICT

AGENCY LEGAL NAME

Steve Knell *3/10/17*
By: Signature Date

Steve Knell, P.E.

Printed Name

General Manager

Title

1205 East F Street

Address

Oakdale, CA 95361

City/State/Zip

srknell@oakdaleirrigation.com

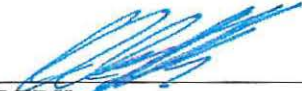
Email

(209) 847-3468

Fax

Eastern San Joaquin Groundwater Authority JPA

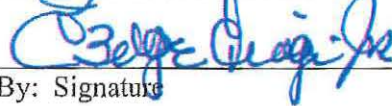
ATTEST:



CLERK Dante John Nomellini
Manager

CENTRAL DELTA WATER AGENCY

AGENCY LEGAL NAME

 3-14-17
By: Signature Date

George Biagi Jr.

Printed Name

President

Title

P.O.Box 1461

Address

Stockton, CA95201

City/State/Zip

ngmplcs@pacbell.net

Email

209-465-3956


Fax

Eastern San Joaquin Groundwater Authority JPA

ATTEST:


CLERK Teresa Vargas

City of Lathrop
AGENCY LEGAL NAME

 3-16-17
By: Signature Date

Stephen J. Salvatore
Printed Name

City Manager
Title

390 Towne Centre Drive
Address

Lathrop, CA 95330
City/State/Zip

ssalvatore@ci.lathrop.ca.us
Email

(209) 941-7248
Fax

Eastern San Joaquin Groundwater Authority JPA

ATTEST:

WOODBRIDGE IRRIGATION DISTRICT CSA
AGENCY LEGAL NAME

CLERK

Anders Christensen 4-13-2017
By: Signature Date

ANDERS CHRISTENSEN
Printed Name

MANAGER
Title

18750 N. LOWER SACRAMENTO RD.
Address

WOODBRIDGE, CA. 95258
City/State/Zip

widirrigation@gmail.com
Email

(209) 625-8663
Fax

Eastern San Joaquin Groundwater Authority JPA

ATTEST:

Mona Walker
CLERK

Calaveras County Water District
AGENCY LEGAL NAME

 4/18/17
By: Signature Date

Jeff Davidson
Printed Name

Board President
Title

PO Box 846
Address

San Andreas, CA 95249
City/State/Zip

administration@ccwd.org
Email

(209) 754-1069
Fax

Eastern San Joaquin Groundwater Authority JPA

ATTEST:

CITY OF LODI, a municipal corporation




JENNIFER M. FERRAIOLO
City Clerk




By: STEPHEN SCHWABAUER Date
City Manager

APPROVED AS TO FORM:

P.O. Box 3006
Lodi, California 95241
sschwabauer@lodi.gov
Fax: (209) 333-6807



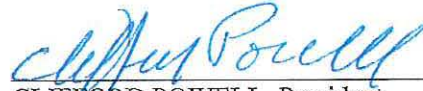
JANICE D. MAGDICH
City Attorney 

Eastern San Joaquin Groundwater Authority JPA

ATTEST:

LINDEN COUNTY WATER DISTRICT

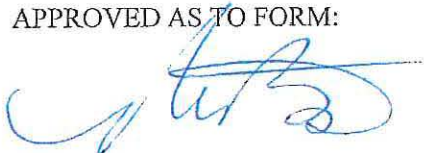

BARBARA KASCHT
District Secretary


CLIFFORD POWELL, President
Board of Directors, Linden County Water District

April 20, 2017
Date

Linden County Water District
18243 Highway 26
P.O. Box 595
Linden, California 95236
rmlrmm@aol.com

APPROVED AS TO FORM:


MIA S. BROWN
District Legal Counsel

Eastern San Joaquin Groundwater Authority JPA

ATTEST:



CLERK/Secretary

North San Joaquin Water
AGENCY LEGAL NAME Consultation
District

By: Signature _____ Date _____

Joe Valente

Printed Name

President

Title

Address

City/State/Zip

Email

Fax

Eastern San Joaquin Groundwater Authority JPA

ATTEST:


CLERK

City of Manteca
AGENCY LEGAL NAME


By: Signature Date

Stephen F. DeBrum
Printed Name

Mayor
Title

APPROVED AS TO FORM

By: 
JOHN BRINTON
City Attorney

1001 W. Center St., Ste. B
Address

Manteca, CA 95337
City/State/Zip

mayor@ci.manteca.ca.us
Email

209-923-8960
Fax

Eastern San Joaquin Groundwater Authority JPA

South San Joaquin
Groundwater Sustainability Agency

ATTEST:

AGENCY LEGAL NAME

CLERK


By: Signature

Date

Robert A. Holmes
President

Title

11011 E. Highway 120
Manteca CA 95336

rholmes@ssjid.com

Email

209-249-4652

Fax

Eastern San Joaquin Groundwater Authority JPA

ATTEST:

Carol Smith
CLERK



CITY OF STOCKTON
AGENCY LEGAL NAME

[Signature] 10/4/17
By: Signature Date

KURT WILSON
Printed Name Kurt O. Wilson

City Manager
Title

425 N. El Dorado
Address

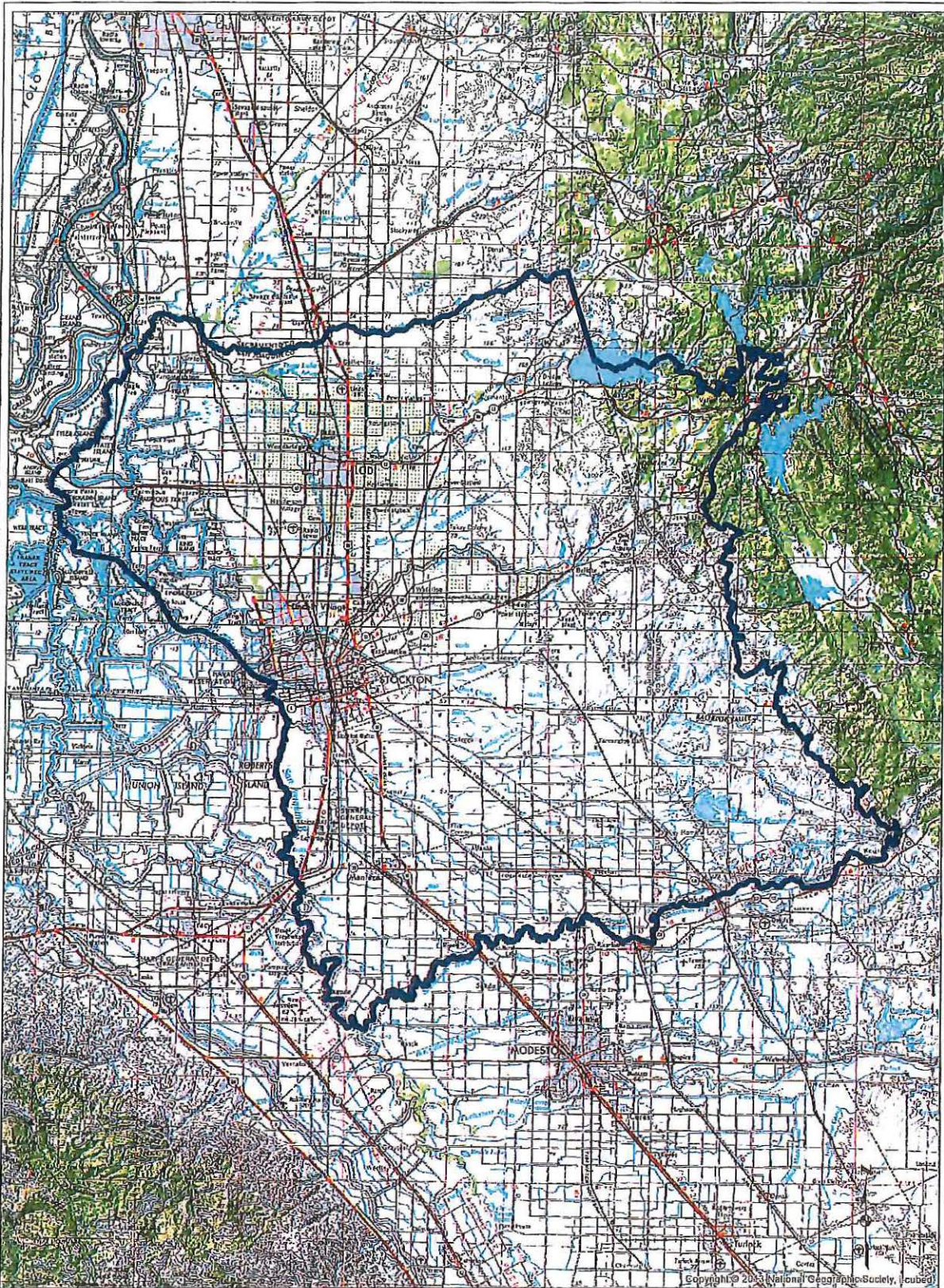
Stockton, CA 95204
City/State/Zip


Email

209-937-7149
Fax

APPROVED AS TO FORM AND CONTENT

By [Signature]
City Attorney



 Eastern San Joaquin Groundwater Subbasin



Eastern San Joaquin Groundwater Subbasin

-- Eastern San Joaquin Groundwater Authority "Exhibit A" --

SAN JOAQUIN COUNTY

Department of Public Works, 1810 E. Hazellon Ave., Stockton, CA 95205
 The County of San Joaquin does not warrant the accuracy, completeness, or suitability for any particular purpose.
 The information on this map is not intended to replace engineering, financial or primary records research.



**EASTERN SAN JOAQUIN
GROUNDWATER AUTHORITY
BYLAWS**

**BYLAWS
OF
EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY**

**ARTICLE I
NAME**

This joint powers agency shall be known as the EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY (“Authority”) and shall exercise its powers within the geographical area of the Eastern San Joaquin Subbasin as set forth in the joint powers agreement entered into by Calaveras County Water District on behalf of all the members of the Eastside San Joaquin Groundwater Sustainability Agency, Central Delta Water Agency, Central San Joaquin Water Conservation District, City of Lathrop, City of Lodi, City of Manteca, City of Stockton, Linden County Water District, Lockeford Community Services District, North San Joaquin Water Conservation District, Oakdale Irrigation District, San Joaquin County, South Delta Water Agency, South San Joaquin Groundwater Sustainability Agency, Stockton East Water District, and Woodbridge Irrigation District GSA (“Member” or collectively “Members”) establishing Authority.

**ARTICLE II
PURPOSE**

The purposes of Authority as set forth in the joint powers agreement are for the following reasons:

- A. Provide for coordination among the Members to develop and implement a Groundwater Sustainability Plan (GSP) and/or facilitate a coordination agreement, to the extent necessary;
- B. Provide for the joint exercise of powers common to each of the Members and powers granted to members by the Sustainable Groundwater Management Act (SGMA) (subject to the restrictions contained in the joint powers agreement);
- C. Cooperatively carry out the purposes of SGMA;
- D. Develop, adopt and implement a legally sufficient GSP covering those portions of the Basin that are within the jurisdictional boundaries of the Members, subject to the limitations set forth in the joint powers agreement; and
- E. Satisfy the requirements of SGMA for coordination among Groundwater Sustainability Agencies (GSAs).
- F. Allocation of Resources. The Members share common mission and issues, and at the same time, have different needs and priorities and are affected in different ways by these

issues. The resources of Authority should be allocated in a manner so that the needs of any portion of the area within the jurisdictional boundaries of the Authority are not ignored, recognizing, however, that resources are limited and that not all needs can be met, nor all portions of the area assisted equally at any one time.

ARTICLE III MEMBERSHIP

Section 1. Board. Authority shall be governed by a Board of Directors, herein referred to as the "Authority Board" or "Board", which shall be comprised of:

A. One (1) member appointed from each of the Members. Members of the Board of Directors are not required to be members of the governing board of the appointing Member; however, it is the strong preference that members of the Board of Directors be members of the governing board of the appointing party.

B. In the event Members establish a separate or additional GSA pursuant to a separate agreement with any Member or other entity, the GSA so established will thereafter have one representative on the Board of Directors and the vote of the GSA member will be exercised in accordance with the separate agreement (*e.g., Memorandum of Agreement*).

Section 2. Appointment. Members shall be appointed by the governing body of each Member, or in the event any Member establishes a single GSA with another Member or other entity, pursuant to the separate agreement, and shall serve at the pleasure of their appointing body or bodies or until their respective successors are appointed. If a Member of the Board of Directors is a member of the governing body of the appointing member, termination of that member's mayor, councilperson, supervisor, director or trustee status shall constitute automatic termination of that person's membership on the Authority Board. The appointing body of a Member may appoint a new member or alternate immediately upon any vacancy in the Member's representation.

Section 3. Alternates. The governing body of each Member, or in the event any Member establishes a single GSA with another Member or other entity, pursuant to the separate agreement, shall appoint an alternate member to the Authority Board. The alternate need not be a member of the governing board of the appointing member. During the absence of a regular member from any meeting of the Authority Board, the alternate shall be entitled to participate in all respects as a regular member of the Authority Board.

ARTICLE IV OFFICERS

Section 1. Elected Officers.

The elected officers shall be chosen by the Board from the members of the Board and shall consist of a Chair and a Vice-Chair.

Section 2. Terms of Elected Officers.

Elected officers of the Board shall be elected by the Board at the June meeting and shall serve for a two (2) year term, said term to commence upon election.

Section 3. Duties of Elected Officers.

A. Chair.

1. The Chair shall preside at all meetings of the Board and such other meetings approved by the Board.
2. The Chair shall serve as official spokesperson for the Board.
3. The Chair shall appoint such committees and other working groups as prescribed by the Board.
4. The Chair shall designate Directors or others to represent the Board at various meetings, hearings, and conferences.
5. The Chair shall perform such other duties as necessary to carry out the work of the Board.
6. The Chair shall perform such duties as prescribed by law.

B. Vice-Chair.

1. The Vice-Chair shall serve in the absence of the Chair.

C. Absences.

1. In the absence of both the Chair and Vice-Chair, a majority of the Board shall select a Director to serve as Chair Pro Tem.

**ARTICLE V
MEETINGS**

Section 1. Regular and Special Meetings.

A. The Authority Board shall hold a regular meeting on the second Wednesday of each month, at 9:30 a.m., or at a time, specified by the Authority Board. The Authority's Board may designate the location of such regular meetings in a duly adopted Resolution of the Authority Board. Such regular meetings shall be for considering reports of the affairs of Authority and for transacting such other business as may be properly brought before the meeting. Any regular meeting may be rescheduled on an individual basis as to date, time and place, by motion of the Authority Board or at the direction of the Authority Secretary, in the event of a

conflict with holidays, Directors' schedules, or similar matters, or, in the event of a lack of a quorum, as specified below.

B. Special meetings may be called in accordance with the California Ralph M. Brown Act. Special meetings may be called by the Chair, or by any nine Directors.

C. All meetings shall be conducted in accordance with the Ralph M. Brown Act.

Section 2. Closed Sessions.

A. All information presented in closed session shall be confidential.

B. Under Government Code section 54956.96, Authority adopts a joint powers agency limited disclosure policy as follows:

1. All information received by the legislative body of the local agency member in a closed session related to the information presented to Authority in closed session shall be confidential. However, a member of the legislative body of a member local agency may disclose information obtained in a closed session that has direct financial or liability implications for that local agency to the following individuals:

(a). Legal counsel of that member local agency for purposes of obtaining advice on whether the matter has directed financial or liability implications for that member local agency.

(b). Other members of the legislative body of the local agency present in a closed session of that member local agency.

2. Any designated alternate member of the legislative body of the Authority who is also a member of the legislative body of a local agency member and who is attending a properly noticed meeting of the joint powers agency in lieu of a local agency member's regularly appointed member may attend closed sessions of Authority.

Section 3. Quorum.

A. A quorum for conducting all matters of business shall be a majority of the Members.

Section 4. Voting.

A. Voting shall only be conducted at properly noticed meeting where a quorum has been established and members are physically present, except as provided in Government Code section 54953 for teleconferencing.

B. Voting shall be by voice, show of hands, or roll call vote. Any Director may request a roll call vote.

C. In all cases, a vote to “abstain” shall be counted as an “aye” vote unless there is a majority vote to defeat the motion and then the vote to abstain shall be counted as a “no” vote.

D. **Supermajority** Vote Requirement for Certain Actions. The following actions will require two-thirds (2/3) vote by the directors present:

1. Approval or modification or amendment of the Authority’s annual budget;
2. Decision related to the levying of taxes, assessments or property-related fees and charges;
3. Decisions related to the expenditure of funds by the Authority beyond expenditures approved in the Authority’s annual budget;
4. Adoption of rules, regulations, policies, bylaws and procedures related to the function of the Authority;
5. **Decisions related to the establishment of the Members’ percentage obligations for payment of the Authority’s operating and administrative costs as provided in Article 5.1 of the joint powers agreement;**
6. **Approval of any contracts over \$250,000 or contracts for terms that exceed two (2) years;**
7. **Setting the amounts of any contributions or fees to be paid to the Authority by any Member;**
8. Decisions regarding the acquisition by any means and the holding, use, sale, letting and disposal of real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and the construction, maintenance, alteration and operation of any and all works or improvements, within or outside the Authority, necessary or proper to carry out any of the purposes of the Authority;
9. Decisions related to the limitation or curtailment of groundwater pumping; and
10. **Approval of a GSP.**

Section 5. Notice of Regular and Special Meetings.

A. Notices of regular meetings shall be sent in writing to each Director at the Director’s address at least seventy-two (72) hours prior to such meetings. Directors may choose to receive notices of regular meetings electronically and such electronic notices shall also be sent at least seventy-two (72) hours prior to such meetings. Such notices shall specify the place, the

day, and the hour of the meeting and accompanying the notice shall be a copy of the agenda for that meeting.

B. In the case of special meetings, the written or electronic notice shall specify the specific nature of the business to be transacted.

Section 6. Lack of Quorum.

A. If less than a quorum of the Directors are present at any properly called regular, adjourned regular, special, or adjourned special meeting, the member(s) who are present may adjourn the meeting to a time and place specified in the order of adjournment. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was to have been held within 24 hours after adjournment.

B. If all the members are absent from any regular or adjourned regular meeting, the Administrator of the Authority may so adjourn the meeting and post the order or notice of adjournment as provided, and additionally shall cause a written notice of the adjournment to be given in the same manner as for a notice of a special meeting.

C. If the notice or order of adjournment fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for the regular meeting of Authority.

Section 7. Agenda.

Any Director or the Administrator may cause an item to be placed on the agenda.

Section 8. Adjournment.

Except as provided in Section 6 above, a meeting may be adjourned by the presiding officer's own action; however, any Director may object to such adjournment by the presiding officer and then a motion and action is required in order to adjourn the meeting in accordance with Rosenberg's Rules of Order.

Section 9. Decorum.

All Directors, and staff, shall conduct themselves in accordance with Rosenberg's Rules of Order and in a civil and polite manner toward other board members, employees, and the public. Using derogatory names, interrupting the speaker having the floor, or being disorderly or disruptive, are prohibited actions. If any meeting is willfully interrupted by any individual so as to render the orderly conduct of that meeting infeasible, that individual may be removed from the meeting. If any group or groups of persons willfully interrupts a meeting so as to render the orderly conduct of that meeting infeasible, the presiding officer, or a majority of the Board, may clear the meeting room in accordance with Government Code section 54957.9.

ARTICLE VI COMMITTEES

Section 1. Advisory Committee.

A. The Board may establish an Advisory Committee which contains no more than 8 representatives from the Board of the Authority.

B. The members of the Advisory Committee shall elect one (1) of their members to serve as Chairperson.

C. A majority of the Advisory Committee members attending a meeting of the Committee, given notice in writing not less than 72 hours in advance, shall constitute a quorum for discussion and action delegated to the Committee.

D. The Advisory Committee shall conduct the preliminary review of all Federal and State mandates. In conducting such reviews, the Advisory Committee will draw upon the expertise and assistance of any persons, committees, groups, or agencies it deems appropriate.

E. The Advisory Committee shall ensure maximum inter-agency coordination and consistence with adopted comprehensive plans.

F. The Advisory Committee shall carry out any duties as assigned by the Authority Board.

Section 2. Other Committees.

The Authority Board may appoint other committees as necessary. The Chair may appoint ad hoc committees.

ARTICLE VII REFERRALS

The San Joaquin County may accept by letter or resolution referrals for study and report from any duly constituted advisory or legislative body or their representatives. Reports will be made and returned to the referring body within a reasonable time.

ARTICLE VIII PARLIAMENTARY AUTHORITY

Rosenberg's Rules of Order, current edition or such other authority as may be subsequently adopted by resolution of the Board is to apply to all questions of procedure and parliamentary law not specified in these Bylaws or otherwise by law.

**ARTICLE IX
MISCELLANEOUS**

In the case of any inconsistency between the provision of these Bylaws and the Joint Powers Agreement creating the Authority, the provisions of the Joint Powers Agreement shall govern and control. Any capitalized term used in these Bylaws and not defined herein shall have the same meaning as used in the Joint Powers Agreement.

**ARTICLE X
AMENDMENTS**

The Bylaws may be repealed or amended, or new Bylaws may be proposed, by the affirmative vote of two-thirds of the Board of Directors present on a resolution presented at any regular meeting of the Board, provided notice of such proposal shall have been electronically mailed to each Director at least five (5) calendar days prior to the meeting at which the matter is to be acted upon.

GWA Proposed Q1 and Q2 Meeting Schedule and Assumptions

Steering Committee
 Meeting: 2nd Wed of the Month - Time Varies
Near term goal: develop FY 20/21 Budget and cost allocation recommendations
Longer Term Role: Act in the same capacity as the Advisory Committee, consider policy issues, set Board Agendas.

- Develop FY 20/21 Goals and Objectives
- Budget Elements and Assumptions
- Assess Process, Bylaw, JPA Changes
- Draft Budget and Cost Allocation;
- Draft Process, Bylaw, JPA Changes
- Final recommended Process, Bylaw, JPA Changes;
- Draft Budget and Cost Allocation
- Set FY 20/21 Schedule, Identify Next Steps and GWA Agenda's

GWA Board
 Meeting: Quarterly on the 2nd Wednesday of the Month from **10:30 to 12:00** or as needed by special notice.

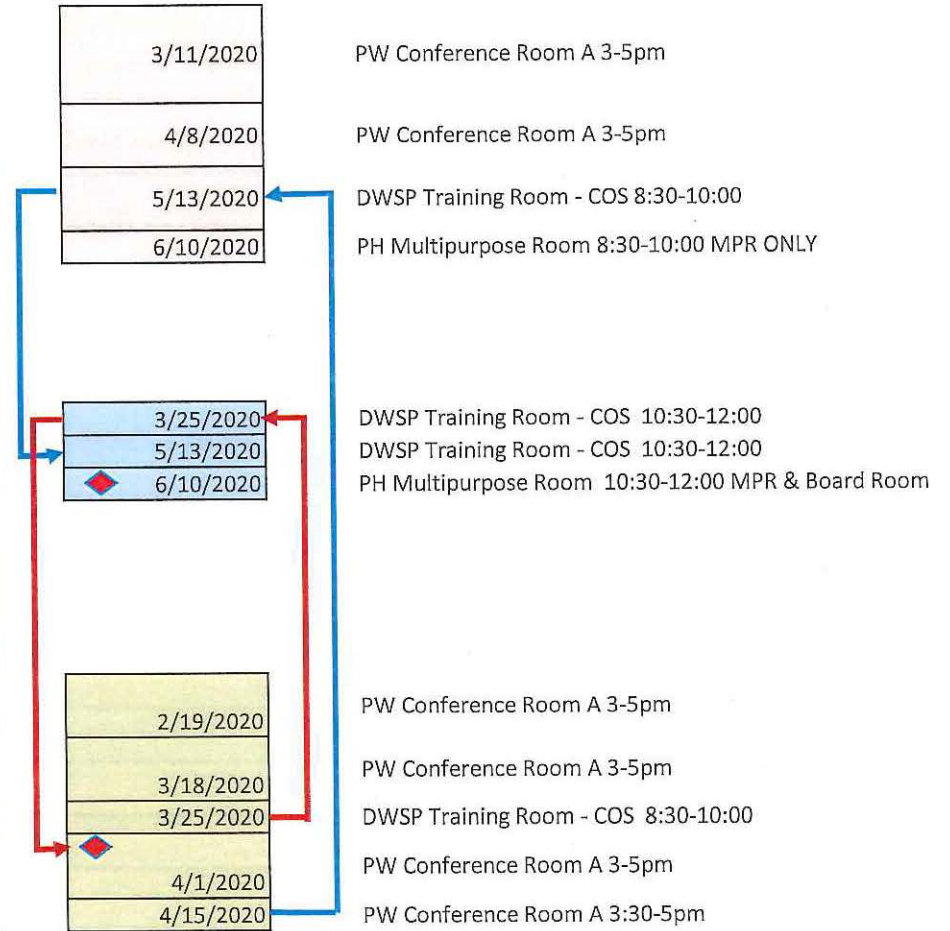
- Special Meeting to Review and Accept Annual Report
- Review Budget, Adopt FY20/21 Goals and Objectives
- Adopt Budget

Ad Hoc Technical Advisory Committee
 Meeting: As scheduled Time Varies
Near term goal: Review and Accept the Annual Report
Longer term Role: Plan and Coordinate technical work

- Mobilize/Kickoff; Review Grant Proposal, Scope; Discuss Needs; Define Next Steps and Budget Elements
- Review draft materials/results
- Final Recommendation to GWA
- Submit to DWR
- Technical Scope and Budget for FY20/21

Meeting Dates

Locations



Milestone

Eastern San Joaquin Groundwater Authority Steering Committee

Chuck Winn	San Joaquin County	209-953-1160	cwinn@sigov.org
Mel Lytle	City of Stockton	209-937-5614	mel.lytle@stocktonca.gov
Mike Henry	Lockeford Community Services District	209-712-4014	midot@att.net
Walter Ward	Eastside San Joaquin GSA	209-525-6710	wward@envres.org
Robert Holmes	South San Joaquin GSA	209-484-7678	rholmes@ssjid.com
Andrew Watkins	Stockton East Water District	209-948-0333	watkins.andrew@verizon.net
Tom Flinn	North San Joaquin Water Conservation District	209-663-8760	tomflinn2@me.com
Kris Balaji	San Joaquin County	468-3100	kbalan@sigov.org
Fritz Buchman	San Joaquin County	468-3034	fbuchman@sigov.org
Matt Zidar	San Joaquin County	953-7460	mzidar@sigov.org
Brandon Nakagawa *	South San Joaquin GSA - Alternate	209-249-4613	bnakagawa@ssjid.com



Lockeford Community Services District

PO Box 809
(209) 727-5035

17725 N. Tully Road
www.lockeford.specialdistrict.org

Lockeford, CA 95237

March 5, 2020

TO: GWA Steering Committee
FROM: Mike Henry, Lockeford GSA
RE: 2020-2021 budget

Since I will not be in attendance for next week's Steering Committee meeting on Wednesday, March 11, due to a previously planned vacation in Mexico, I submit the following for your consideration and action---

As previously explained, the Water Budget numbers applied to Lockeford GSA is nearly triple the amount that is currently used. Current use is 383 AF per year while the Water Budget puts the number at over 1,000 AF at 2040 buildout.

As explained when the Water Budgets were put together for the modeling process, it was indicated that the numbers would not be used for any other purposes. However, those numbers are now being used to develop the GWA budget and it is important that the numbers used are accurate. While the monetary difference for Lockeford GSA is only around \$53, the importance of accuracy as it reflects to water use numbers is essential.

During the December Ad Hoc Committee meeting, the Committee members acknowledged my position that the numbers used should be accurate; but there was no time to contact all the GSAs prior to developing the 6-month budget. Now that we are beginning work on the 2020-2021 budget, it is my recommendation that all GSAs be contacted to obtain their accurate water use numbers.

Since December, I have had informal discussions with representatives from several GSAs that reveal the Water Budget numbers associated with their GSAs are also inaccurate. Therefore:

RECOMMENDATION: The Steering Committee communicate with all GSAs and request the actual water use numbers per year. Further, the request be issued as soon as possible with a response date that allows the Steering Committee to apply the accurate numbers in the budget development process.

I look forward to working as part of the Steering Committee as we cooperatively move forward to assist in the success of the Groundwater Sustainability Plan for the ESJ Groundwater Authority.

I will have phone and email service while I am out of the country, which may be spotty, especially if I am on top of a Mayan pyramid.

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