

A-15-1

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
EASTERN SAN JOAQUIN COUNTY
GROUNDWATER BASIN AUTHORITY**

THIS AGREEMENT is made by and among the San Joaquin County Flood Control and Water Conservation District (“County District”), the City of Stockton (“Stockton”), the City of Lodi (“Lodi”), Stockton-East Water District (“SEWD”), Central San Joaquin Water Conservation District (“Central”), Woodbridge Irrigation District (“Woodbridge”), North San Joaquin Water Conservation District (“NSJWCD”), City of Manteca (“Manteca”), City of Lathrop (“Lathrop”), City of Ripon (“Ripon”), City of Escalon (“Escalon”), South San Joaquin Irrigation District (“SSJID”), Central Delta Water Agency (“Central Delta”) and South Delta Water Agency (“South Delta”) collectively called the “Members”. The Members hereby agree as follows:

**ARTICLE I
GENERAL PROVISIONS**

Section 1.01. Creation of Authority. Pursuant to California Government Code Section 6500 et seq. there is hereby created a public entity to be known as the “Eastern San Joaquin County Groundwater Basin Authority” which shall be a public entity separate and apart from the Members, and shall administer this Agreement.

Section 1.02. Purpose. The purpose of this Agreement is to provide a consensus-based forum of public water interests concerning Eastern San Joaquin County that will work cooperatively with unanimity toward achieving the goal as defined in Section 1.03 and speak on behalf of the Members with one voice.

Section 1.03. Goal. The long-term goal of the Authority is to facilitate the development of locally supported projects that improve water supply reliability and/or improve groundwater level in Eastern San Joaquin County and to provide benefits to project participants and San Joaquin County as a whole. The Authority’s short-term goals are as follows:

(a) To develop and maintain the Eastern San Joaquin County Integrated Regional Water Management Plan (IRWMP).

(b) To facilitate the financing and construction of specific projects contained in the adopted IRWMP.

(c) To apply for grant funding to support the activities of the Authority, its member agencies, and San Joaquin County as a whole.

(d) To develop a strategy for the implementation of the Sustainable Groundwater Management Act of 2014.

ARTICLE II POWERS

Section 2.01. Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers including, but not limited to the making and entering into contracts.

Section 2.02. Restrictions on Exercise of Powers. The powers of the Authority shall be exercised in the manner provided in Government Code Section 6509 et seq., and to the restrictions upon the manner of exercising such powers that are imposed upon the County District in the exercise of similar powers.

ARTICLE III GOVERNING BODY

Section 3.01. Governing Board. The Authority shall be administered by a Board of Directors ("Board"), one appointed by each of the Member entities with a designation of two alternative Directors to serve as a replacement for the appointed Director as needed, to serve at the pleasure of their appointive governing body. The Board shall be called the "Eastern San Joaquin County Groundwater Basin Authority Board". All voting power of the Authority shall reside in the Board.

- A. The governing body of the Authority shall be a Board of Directors ("Board") which shall consist of Directors who shall be appointed as follows:
 - (1) A representative of the governing body of each Member as appointed by the Member entities.
 - (2) A representative of the following private water purveyors or investor owned utilities, as appointed by the City of Stockton:

California Water Service Company

- B. Prior to the appointment to the Board of the Directors described in subsection (A)(2) above, those represented entities shall submit a recommendation for appointment to the appointing authority. The appointing authority shall give consideration to such recommendations, but shall retain the absolute discretion to appoint any person satisfying the criteria for appointment.
- C. The Members shall appoint one or more persons with the required qualifications to serve as alternate Directors of the Board in the same manner as the Director is appointed by the Members. Any such alternates shall be empowered to cast votes in the absence of the regular Directors or, in the event of a conflict of interest preventing the regular Director from voting, to vote because of such a conflict of interest.

Section 3.02. Meetings of the Board. The Board shall provide for calling and conducting its regular meetings and special meetings, in accordance with Government Code Section 54950 et seq.

Section 3.03. Minutes. The Secretary shall cause to be kept summary minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the summary minutes to be forwarded to each Director and to each of the Members.

Section 3.04. Voting. Each Director shall have one vote.

Section 3.05. Quorum; Required Votes; Approval. A quorum of the Board for the convening of any meeting shall consist of a majority of all Directors, designated alternative Director present in place of a Director shall count towards establishing a quorum. An affirmative vote of at least a majority of all Directors or designated alternative Directors present in a quorum of the Board shall be required for any action of the Board. Directors from member agencies that are delinquent in monetary contributions shall abstain from voting on any matter before the Board.

Section 3.06. Bylaws. The Board shall adopt bylaws and governing regulations consistent with this agreement, which may be amended from time to time, for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE IV OFFICERS AND EMPLOYEES

Section 4.01. Chair, Vice-Chair, and Secretary. The Board member from the County District shall be the Chair and in the Board member's absence the alternate member from County District shall act as Chair. The Board shall elect a Vice-chair from among the Directors. The Vice-chair shall serve at the pleasure of the board, shall perform the duties normal to said office, and

- A. The Chair shall represent the Board as directed by the Board and perform such other duties as may be imposed by said Board;
- B. The Vice-chair shall act and perform all of the Chair's duties in the absence of the Chair; and
- C. The San Joaquin County Director of Public Works shall be the Secretary and provide staff to the Authority. The Secretary shall act on behalf of the Authority and perform such other duties as may be imposed by the Board.
- D. The Chair, Vice-chair, or Secretary or his designee may sign all contracts and agreements as approved by the Board.

Section 4.02. Treasurer and Auditor.

A. The County Treasurer shall be the depository, shall have custody of all the money of the Authority from whatever source, and shall have the duties and obligations of the

Treasurer as set forth in Government Code Sections 6505 and 6505.5. The County Treasurer shall be responsible for receiving quarterly reports from the Secretary and verifying the balance of this report with respect to the balance as maintained by the records of the County Auditor.

B. The County Auditor shall have the duties and obligations of the Auditor set forth in Government Code Sections 6505 and 6505.5. The County Auditor shall assure strict accountability of all receipts and disbursements of the Authority and shall make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority.

Section 4.03. Officers in Charge of Records; Funds; and Accounts. Pursuant to Government Code Section 6505.1, the County Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 4.04. Employees and Consultants. The Board may make recommendations to the County District to hire employees and consultants or may directly retain the services of consultants. The County District on behalf of the Board may supervise, direct, and provide payment for such employees and consultants.

ARTICLE V ACCOUNTS AND REPORTS: FUNDS

Section 5.01. Accounts and Reports. The County Auditor shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the public and representatives of the Members. The Auditor, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members.

Section 5.02. Funds. The County Treasurer shall receive, have the custody of and disburse Authority funds on warrants drawn by the County Auditor as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement, or to carry out any of the provisions or purposes of this Agreement.

Section 5.03. Annual Budget. The Board shall adopt a budget for the Authority. The County District shall provide funding for the Authority from Water Investigation Zone No. 2 if approved by the Board of Supervisors for which the funds shall be limited to planning activities. The Board may adopt a budget which includes defined annual Membership dues in the form of monetary contributions. A Member's affirmative vote to approve a budget does not constitute consent to finance or otherwise participate in any project or projects within that budget.

Section 5.04. Intention for Reimbursement for Expenditures From Bond Proceeds. It is the intention of the Members that the advancement of monies by any Members for the expenses of the operational needs of the Authority may be reimbursed from the proceeds of bonds, if

issued, for the water development projects undertaken by the Authority or by its successor organization, by vote of the Board.

ARTICLE VI ASSOCIATE MEMBERSHIP

Section 6.01. The San Joaquin County Farm Bureau may be an associate member of the Authority with a representative serving as an associate member on the Board of the Authority. Associate members shall be entitled to participate in the meetings and discussions of the Board but associate members shall not have the power to vote on any action to be taken by the Authority or to become an officer or Director of the Authority.

ARTICLE VII CONTEMPLATED PROJECT

It is contemplated that some or all of the Members will enter into subsequent agreements for the construction, operation, and maintenance of a project. Participation in this Agreement is not a firm commitment by any individual Member to enter into a project. This Agreement shall not prohibit independent projects by Members.

ARTICLE VIII TERM; WITHDRAWAL; TERMINATION

Section 7.01. Term. The Members hereby agree to re-establish the Eastern San Joaquin County Groundwater Basin Authority. This Agreement shall remain in effect until terminated by mutual agreement of all the parties hereto..

Section 7.02. Withdrawal of Member. A Member may terminate its Membership in the Authority at any time upon giving written notice of the withdrawal to the Authority. The withdrawal of Membership does not entitle the withdrawing Member to dues previously paid.

Section 7.03. Disposition of Assets. Upon termination of this Agreement, all remaining net assets of the Authority, both real and personal, shall be transferred to the County District.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended by the Board at any time, or from time to time.

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

ATTEST: MIMI DUZENSKI
Clerk of the Board of Supervisors
of the San Joaquin County Flood
Control and Water Conservation District

SAN JOAQUIN COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT

By _____ (SEAL)
Deputy Clerk

By _____
KATHERINE M. MILLER, Chair
Board of Supervisors
"COUNTY DISTRICT"

ATTEST:

CITY OF STOCKTON, a municipal
corporation of the State of California

CLERK

By: _____

Title: _____

"STOCKTON"

ATTEST:

CITY OF LODI, a municipal corporation
of the State of California

CLERK

By: _____

Title _____

"LODI"

ATTEST:

STOCKTON-EAST WATER DISTRICT

CLERK

By: _____

Title: _____

"SEWD"

ATTEST:

CENTRAL SAN JOAQUIN WATER
CONSERVATION DISTRICT

CLERK

By : _____

Title: _____

“CENTRAL”

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

CLERK

By: _____

Title: _____

“WOODBIDGE”

ATTEST:

NORTH SAN JOAQUIN WATER
CONSERVATION DISTRICT

CLERK

By: _____

Title: _____

“NSJWCD”

ATTEST:

CITY OF MANTECA, a municipal
corporation of the State of California

CLERK

By: _____

Title: _____

“MANTECA”

CITY OF LATHROP, a municipal corporation
of the State of California

ATTEST:

CLERK

By: _____

Title: _____

“LATHROP”

CITY OF RIPON, a municipal corporation of
the State of California

ATTEST:

CLERK

By: _____

Title: _____

“RIPON”

CITY OF ESCALON, a municipal corporation
of the State of California

ATTEST:

CLERK

By: _____

Title: _____

“ESCALON”

SOUTH SAN JOAQUIN
IRRIGATION DISTRICT

ATTEST:

CLERK

By: _____

Title: _____

“SSJID”

ATTEST:

CENTRAL DELTA WATER AGENCY

CLERK

By: _____

Title: _____

“CENTRAL DELTA”

ATTEST:

SOUTH DELTA WATER AGENCY

CLERK

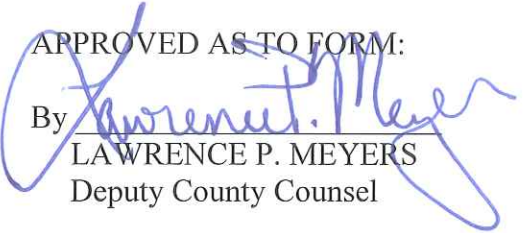
By: _____

Title: _____

“SOUTH DELTA”

APPROVED AS TO FORM:

By



LAWRENCE P. MEYERS
Deputy County Counsel