Tri-County Water Authority
944 Whitley Ave, Suite D
Corcoran, CA 93212
559-762-7240

June 21, 2016

Mark Nordberg, GSA Project Manager
Sustainable Groundwater Management Program
California Department of Water Resources
901 P Street, Room 213-B
Post Office Box 942836
Sacramento, CA 94236

Delivery via E-Mail and US Mail
(Mark.Nordberg@water.ca.gov)

RE: ***NOTICE OF THE TRI-COUNTY WATER AUTHORITY'S ELECTION TO BECOME A GROUNDWATER SUSTAINABILITY AGENCY FOR A PORTION OF THE TULE SUBBASIN***

Dear Mr. Nordberg:

Pursuant to California Water Code section 10723.8, under the Sustainable Groundwater Management Act ("SGMA"), the Tri-County Water Authority ("Authority") provides this notice to the Department of Water Resources ("DWR") of its election to become a Groundwater Sustainability Agency ("GSA") and to undertake sustainable groundwater management in the portion of the Tule Subbasin (DWR Subbasin 5-22.13) underlying the Authority's boundary as indicated on the map attached hereto as **Exhibit "A-1" and "A-2"**. The Authority is a joint powers authority consisting of two local public agencies - Angiola Water District and Deer Creek Storm Water District (**Exhibits "B-1" and "B-2"**).

On June 20, 2016, the Authority held a noticed public hearing in accordance with California Water Code Section 10723(b). Proof of publication in accordance with Government Code section 6066 is attached hereto as **Exhibit "C"**.

After holding the public hearing, the Authority's Board of Directors adopted Resolution Number 16-04, attached hereto as **Exhibit "D"**, electing to become a GSA over the portion of the Tule Subbasin within the Authority's boundary. The Authority intends to work collaboratively with other formed GSA's in the Tule Subbasin to jointly manage groundwater and to develop a Groundwater Sustainability Plan ("GSP"). The Authority's Board of Directors is planning to negotiate a memorandum of understanding, cooperative agreements, or other forms of agreements with other formed GSA's within the Tule Subbasin for the purpose of implementing a cooperative, coordinated structure for the management of groundwater and the development of a GSP.

Pursuant to California Water Code section 10723.2, the Authority shall consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing a GSP. An initial list of stakeholders and interested parties include, but are not limited to the following:

a) Holders of overlying groundwater rights, including:
   1) Agricultural users – The GSA area is composed almost entirely of agricultural users, including Nut Grower Commodity Groups and other Agricultural Use Growers located within the service boundaries.

   2) Domestic well owners – There are domestic wells within the proposed GSA management area. However, because SGMA excludes "de minimis extractors" it is anticipated that the GSP will exclude domestic wells from such requirements.

b) Municipal well operators – No incorporated cities within the GSA boundary.

c) Public Water Systems – Angiola Water District, Alpaugh Irrigation District, Atwell Island Water District, Alpaugh Community Services District, and Allensworth Community Services District.

d) Local land use planning agencies – County of Tulare.

e) Environmental users of groundwater – Allensworth State Park, U.S. Bureau of Land Management, Natural Resources Conservation Service, and California Department of Fish and Wildlife

f) Surface water users, if there is a hydrologic connection between surface and groundwater bodies – None.

g) The Federal Government, including, but not limited to, the military, and managers of federal lands – U.S. Bureau of Land Management.

h) California Native American tribes – None.

i) Disadvantaged communities, including, but not limited to, those served by private domestic wells or small community water systems – The communities of Alpaugh and Allensworth.

j) Entities listed in Water Code section 10927 that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the groundwater sustainability agency – None.

The Authority intends to work cooperatively with stakeholders to develop and implement a GSP by collaborating with other qualified GSA's in the Tule Subbasin. The Authority shall maintain a list of interested parties to be included in the formation of a GSP. Interested parties will have opportunities, both formal and informal, to provide input to the Authority throughout the process of developing, operating, and implementing the GSA and GSP. Such opportunities may include, but are not limited to, public comment during the Authority's regular and special meetings, and at other times to be determined and noticed pursuant to Water Code section 10727.8(a). By this notification, the Authority has provided DWR with all applicable information in California Water Code section 10723.8(a).

Sincerely,

Matthew Hurley
Chairman, Tri-County Water Authority

Exhibits:
Exhibit "A-1": Boundary Map
Exhibit "A-2": Area Map
Exhibit "B-1": JPA Agreement w/ Amendment
Exhibit "B-2": JPA By-Laws
Exhibit "C": Notice of Public Hearing
Exhibit "D": Resolution 16-04

EXHIBIT "A-1"

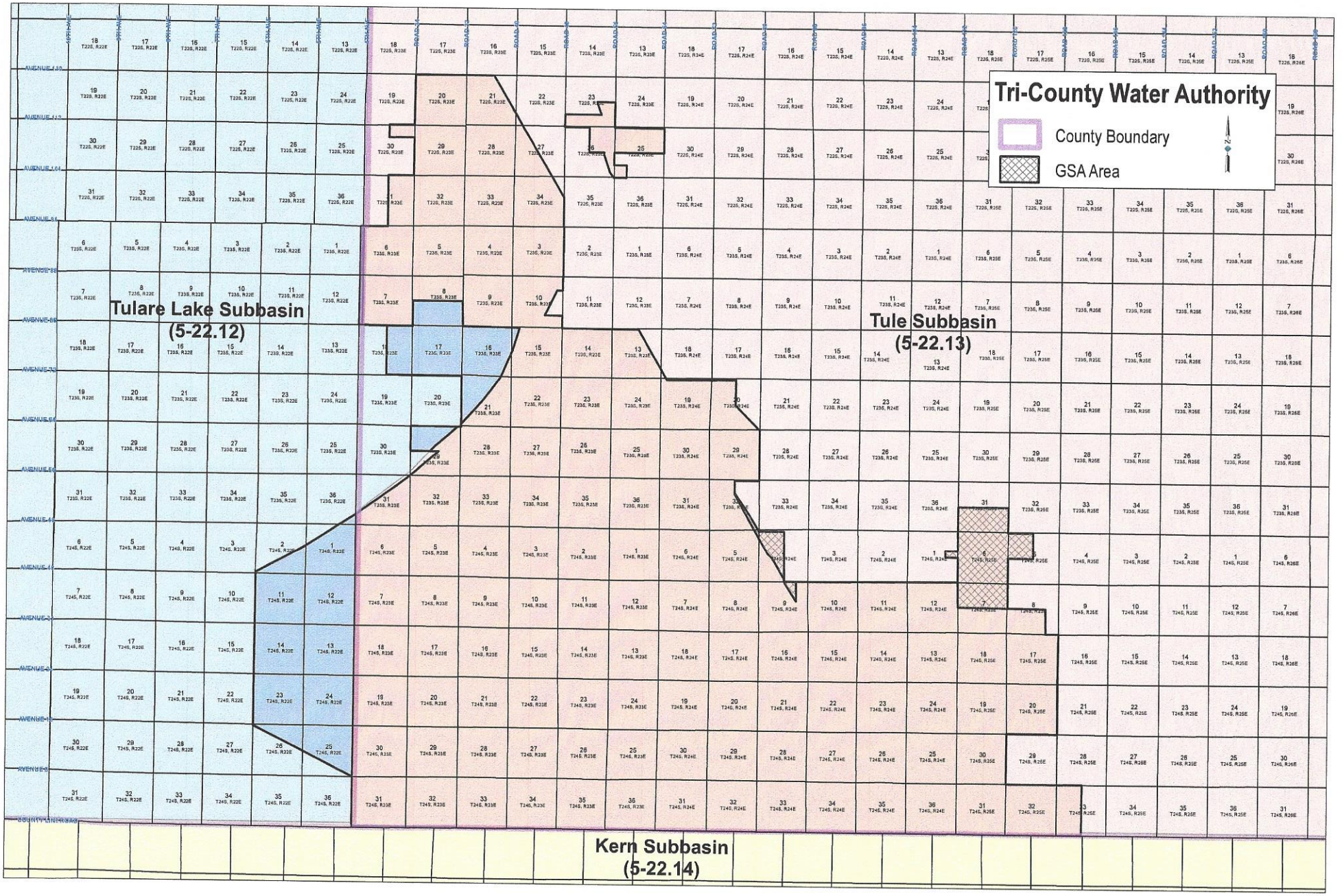
Tri-County Water Authority
County Boundary
GSA Area
Tulare Lake Subbasin
(5-22.12)
Tule Subbasin
(5-22.13)
Kern Subbasin
(5-22.14)

EXHIBIT "A-2"

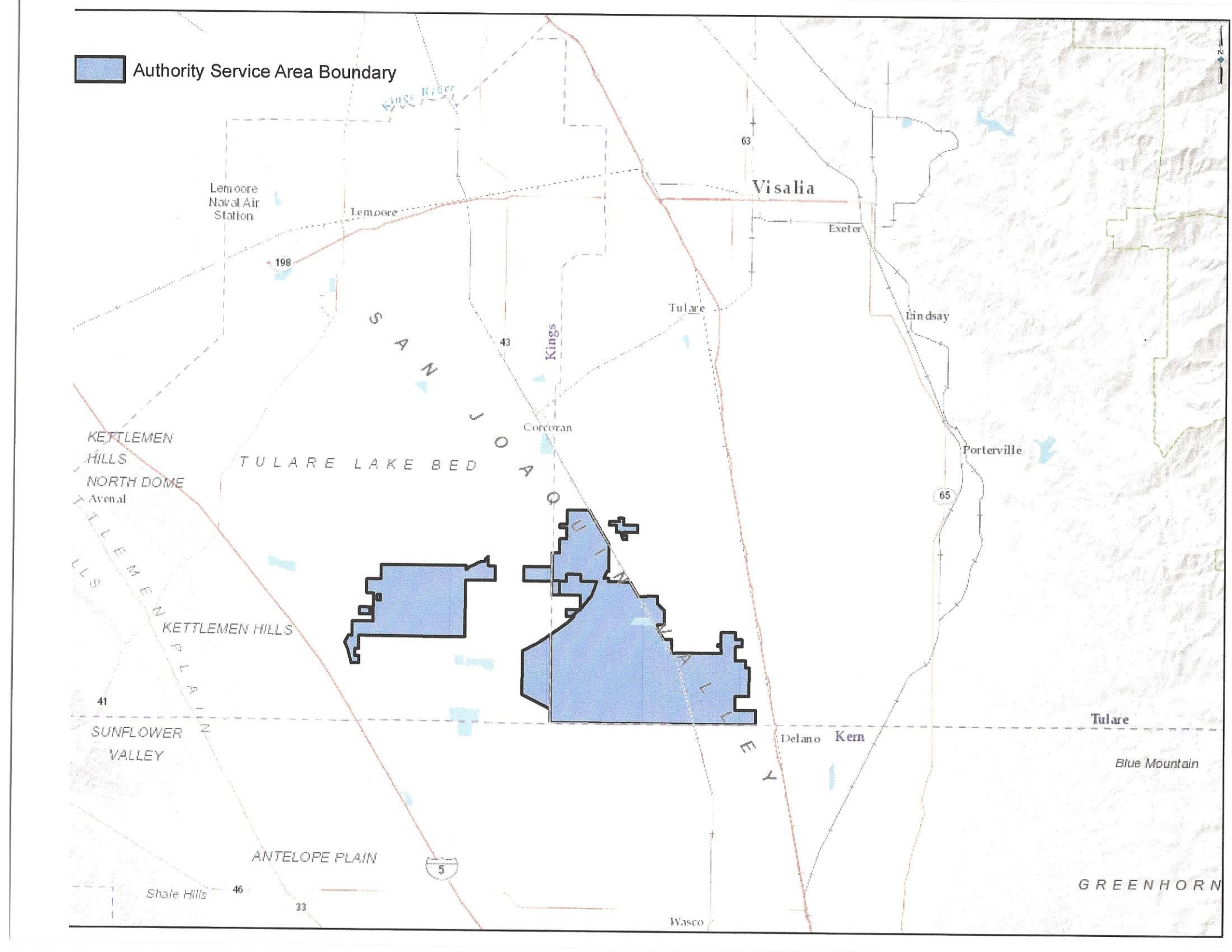
Authority Service Area Boundary
Kings River
Lemoore Naval Air Station
Lemoore
198
63
Visalia
Exeter
Tulare
Lindsay
43
Kings
SAN JOAQUIN
Corcoran
Porterville
65
KETTLEMEN HILLS
NORTH DOME
Avenal
TULARE LAKE BED
KETTLEMEN HILLS
41
SUNFLOWER VALLEY
Tulare
Delano
Kern
Blue Mountain
ANTELOPE PLAIN
5
Shale Hills
46
33
Wasco
GREENHORN

EXHIBIT "B-1"

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: _____

APPROVED AS TO FORM:

By: _____
Ernest A. Conant
Young Wooldridge

DEER CREEK STORM WATER DISTRICT

By: _____
Kayode Kadara, President

Date: Dec. 15 2014

Attest: _____

APPROVED AS TO FORM

By: _____
Lauren D. Layne
Baker Manock & Jensen

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, President

Date: JAN 28, 2016

Attest: Deanna Jackson

APPROVED AS TO FORM

By: _____
Lauren D. Layne
Baker Manock & Jensen

EXHIBIT "B-2"

BYLAWS

OF THE

SOUTHWEST TULARE COUNTY WATER RESOURCE MANAGEMENT AUTHORITY

Adopted September 4, 2015

Effective January 1, 2015

BYLAWS
OF THE
SOUTHWEST TULARE COUNTY WATER RESOURCE MANAGEMENT AUTHORITY

ARTICLE I
ORGANIZATION

1.01 **Name.** The name of this joint powers authority is the Southwest Tulare County Water Resource Management Authority (hereinafter referred to as the "Authority").

1.02 **Purpose and Limitations.**

(a) Purpose. To support, in connection with and incidental to the transmission and distribution of water by the Authority's Joint Powers Agreement Signatories (as defined below), (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 Authority's Signatories; (ii) seeking, through a variety of methodologies and developing technology not readily available to the individual Signatories of the Authority, to enhance the conjunctive potential for maximum beneficial use of water resources within the combined service areas of the Authority's Signatories; (iii) implementing the Sustainable Groundwater Management Act, codified at California Water Code Sections 10720, *et seq.*, as the Groundwater Sustainability Agency ("GSA"); and (iv) 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) Forming Statute; Limitations. The Authority is 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.*). On November 6, 2014, Angiola Water District and Deer Creek Storm Water District ("Signatories") entered into that certain "Joint Powers Agreement Creating the Southwest Tulare County Water Resource Management Authority" (the "Joint Powers Agreement"). The Authority is a public entity separate from the Signatories to the Joint Powers Agreement. Pursuant to Government Code section 6509, Angiola Water District is the designated agency with respect to the Authority's exercise of power.

1.03 **Bylaws.** A copy of the Authority's Bylaws shall be kept at the Authority's Principal Office and shall be open to inspection by the public at all reasonable times during office hours. The Bylaws of the Authority may be amended, added to, or repealed by a majority vote of the Board of Directors ("Board") at any meeting of the Board, providing notice of the proposed change or changes is gen in the notice of the regular or special meeting.

ARTICLE II
OFFICES

2.01 **Principal Office.** The principal office for the transaction of the activities and affairs of the Authority ("Principal Office") is located at 944 Whitley Avenue, Suite E, Corcoran, California 93212. The Board may change the Principal Office from one location to another. This Section may be amended to state the new location.

2.02 **Board Meeting Location.** The principal location of the Board meetings will be at the 944 Whitley Avenue, Corcoran, California 93212, in the second floor conference room of Angiola Water District.

2.03 **Other Offices.** The Board may at any time establish branch or subordinate offices at any place or places, within or without the Authority's boundaries, where the Authority is qualified to conduct its activities.

ARTICLE III
DIRECTORS

3.01 **Governing Board.** 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.

3.02 **Directors.** 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's Secretary.

3.03 **Vacancies.** Should a vacancy occur or be found to exist in the office of a Director, that Director's alternate shall assume the position of a Director for the remainder of the fiscal year.

3.04 **Compensation.** No compensation shall be paid to a Director, except for specific, Board pre-approved activities, and only after receipt by the Authority of a specific written request from the Director.

3.05 **Increasing the Number of Signatories.** Upon the vote of a majority of the Board, other public agencies may be added as Signatories to the Joint Powers Agreement, and each such signatory shall acknowledge its agreement to the terms of the Joint Powers Agreement upon authorization of its governing board.

3.06 **Officers.** The officers of the Authority are the Chair, Vice-Chair, Secretary, and a Treasurer, if any. Officers may delegate certain duties and responsibilities to staff in accordance with these Bylaws and/or Board resolutions, and in compliance with all applicable laws.

(a) The Board shall, at its first meeting following January 1 of each 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.

(b) 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 these Bylaws.

(c) 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.

(d) 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 these Bylaws.

ARTICLE IV
MEETINGS

4.01 **Regular Meetings.** The Board shall hold regular meetings during the calendar year. Such meetings shall be on first Thursday of every other calendar month commencing at the hour of 1:00 p.m., or the Board may annually adopt a schedule of regular meetings at the beginning of the fiscal year.

4.02 **Special Meetings.** Special meetings may be held on written order of any two (2) Directors and two (2) days written notice to any Director not joining in the order. The order shall specify the business for which the special meeting is called and no other business shall be transacted at that meeting.

4.03 **Compliance with the Ralph M. Brown Act.** All regular and special meetings of the Authority's Board shall comply with the Ralph M. Brown Act codified at California Government Code sections 54950 *et seq.*, as amended.

4.04 **Quorum.** A simple majority of the authorized number of Directors constitutes a quorum of the Board for the transaction of business 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.

ARTICLE V
POWERS

5.01 **Actions; Property Acquisition; Eminent Domain.** The Authority shall have the power to sue and be sued. The Directors thereof shall have power in the name and on behalf of the Authority to purchase, receive by donation or acquire by condemnation any rights of way or other real or personal property necessary to carry out the purposes for which the Authority was formed, and for that purpose, all of the provisions of the Code of Civil Procedure relating to eminent domain are applicable to proceedings by the Authority to condemn property.

5.02 **Employees; Consultants; Legal Counsel.** The Board shall have the power to employ such engineers, surveyors and others as may be necessary to survey, plan, or locate, or supervise the construction or repair of, the improvements necessary to carry out the purposes for which the Authority was formed; to construct, maintain and keep in repair any and all improvements, requisite or necessary to carry out the purposes of the Authority; and to do any and all other acts and things necessary or required for the protection of the lands in said boundaries of the Authority from damage from storm waters and from waters of any innavigable stream, watercourse, canyon or wash; or for the spreading, conserving, storing, retaining or causing to percolate into the soil within such Authority any or all of such waters; and to employ the services of any person, legal or otherwise, which in the judgment of said Board may be necessary to carry out said purposes.

5.03 **Accounting.** The Board shall establish and maintain such funds and accounts as may be required by Generally Accepted Accounting Principles and by Federal and State statutes and regulations, as applicable. The Authority shall comply with the accounting and auditing requirements contained in California Government Code sections 6505-6505.6. The members of the Authority shall be responsible for the fees and costs incurred by the Authority, and those members shall divide such fees and costs equally between them.

5.04 **Auditor.** The Board shall 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.

5.05 **Bonds.** Whenever the Board deems it necessary for the Authority to incur a bonded indebtedness, it shall, by resolution, so declare and state the proposition to be submitted to the electors, the purpose for which the proposed debt is to be incurred, the amount of the debt to the incurred, the maximum term the bonds proposed to be issued shall run before maturity, which shall not exceed twenty (20) years, and the maximum rate of interest to be paid, which shall not exceed six per cent (6%) per annum, payable semiannually.

ARTICLE VI
FISCAL YEAR

6.01 **Fiscal Year.** The fiscal year for the Authority shall begin on January 1st and end December 31st of each year.

ARTICLE VII
CONFLICTS OF INTEREST

7.01 **Conflicts of Interest.** Pursuant to Government Code section 1090, Directors and Officers shall not have an interest in any contract made by the Authority.

ARTICLE VIII
REVIEW AND AMENDMENT

8.01 These Bylaws shall be reviewed biennially and may be altered, amended, repealed, added to or deleted from, at any regular or special meeting of the Board, with the consent of a majority of the Directors.

CERTIFICATE OF ADOPTION

I, the undersigned, certify that I am the duly appointed and authorized Secretary of the SOUTHWEST TULARE COUNTY WATER RESOURCE MANAGEMENT AUTHORITY, a California joint powers authority, and the above stated Bylaws, consisting of six (6) pages, are the Bylaws of this Authority as approved by the Board of Directors on 4 day of September, 2015, to be effective as of January 1, 2015.

Dated: September 4, 2015, to be effective as of January 1, 2015.

Deanna Jackson
DEANNA JACKSON, Secretary

EXHIBIT "C"

Visalia Newspapers, Inc.
P.O. Box 31, Visalia, CA 93279
559-735-3200 / Fax 559-735-3210

Certificate of Publication

State Of California ss:
County of Tulare

Advertiser: ANGIOLA WATER DISTRICT
944 WHITLEY AVE., SUITE A
CORCORAN , CA 93212

Order # 0001315300

RE: NOTICE OF PUBLIC HEARING Notice is hereby given pursuant to Section

I, Dalayna Calkins,
Accounting Clerk, for the below mentioned newspaper(s), am over the age of 18 years old, a citizen of the United States and not a party to, or have interest in this matter. I hereby certify that the attached advertisement appeared in said newspaper on the following

Newspaper: **Visalia Times Delta**

6/3/2016 - 6/10/2016

I acknowledge that I am a principal clerk of said paper which is printed and published in the City of Visalia, County of Tulare, State of California. The Visalia Times Delta was adjudicated a newspaper of general circulation on July 25, 2001 by Tulare County Superior Court Order No. 41-20576. The Tulare Advance Register was adjudicated a newspaper of general circulation on July 25, 2001 by Superior Court Order No. 52-43225.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 10 day of June, 2016 in Visalia, California.

Dalayna Calkins

Declarant

NOTICE OF PUBLIC HEARING

Notice is hereby given pursuant to Section 10723(b) of the California Water Code and Section 6066 of the California Government Code, that beginning at 1 p.m., June 20, 2016, a public hearing will be held by the Board of Directors (Board) of the Tri-County Water Authority (Authority) at the Allensworth Community Center, 8123 Avenue 36, Allensworth, California, 93219.

The purpose of the public hearing will be to hear comments from the public regarding the Authority's proposed formation of a Sustainable Groundwater Agency (GSA) within its boundaries in the Tule subbasin.

After the public hearing, the Board may choose to adopt a Resolution of Intent to become a GSA and to submit notification to the California Department of Water Resources, which shall be posted pursuant to California Water Code Section 10733.3, and will include a description of the proposed boundaries of the portions of the subbasin the Authority intends to manage pursuant to the Sustainable Groundwater Management Act.

Additional information may be obtained by calling the office at 559-762-7240, during regular business hours.

Pub: June 3, 10, 2016 #1315300

EXHIBIT "D"

TRI-COUNTY WATER AUTHORITY

RESOLUTION NO. 16-4

RESOLUTION OF THE TRI-COUNTY WATER AUTHORITY DECLARING ITS INTENTION TO BECOME A GROUNDWATER SUSTAINABILITY AGENCY UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT FOR THE PORTIONS OF THE TULE SUBBASIN WITHIN THE BOUNDARIES OF THE AUTHORITY

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (SGMA); and

WHEREAS, the SGMA went into effect on January 1, 2015; and

WHEREAS, SGMA requires all high and medium priority groundwater basins, as designated by the California Department of Water Resources (DWR) Bulletin 118, to be managed by Groundwater Sustainability Agencies (GSAs); and

WHEREAS, the Tule Subbasin has been designated by DWR as a high priority basin; and

WHEREAS, Water Code section 10723(a) authorizes a local agency with water supply, water management or local land use responsibilities, or a combination of local agencies, overlying a groundwater basin to elect to become a GSA under SGMA; and

WHEREAS, the Tri-County Water Authority is a joint powers authority, formed pursuant to the Joint Exercise of Powers Act (Gov. Code §§ 6500, *et seq.*) consisting of two local public agency members, Angiola Water District and Deer Creek Storm Water District, and is therefore eligible to serve as a GSA within the Tule Subbasin; and

WHEREAS, Water Code section 10723.2 requires that a GSA consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans (GSPs); and

WHEREAS, Water Code section 10723.8 requires that a local agency electing to be a GSA notify DWR of its election and intention to undertake sustainable groundwater management within a basin; and

WHEREAS, Tri-County Water Authority held a public hearing on June 20, 2016, after publication of notice pursuant to Government Code Section 6066 to consider the adoption of this Resolution and its election to be a GSA in the Tule Subbasin; and

WHEREAS, Tri-County Water Authority wishes to exercise the powers and authorities of a GSA granted by SGMA through the Water Code.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TRI-COUNTY WATER AUTHORITY does hereby resolve, declare and order as follows:

1. Tri-County Water Authority hereby elects to become a groundwater sustainability agency and undertake sustainable groundwater management in the portion of the Tule Subbasin (DWR Subbasin 5-22.12) underlying Tri-County Water Authority's boundary.

2. Tri-County Water Authority shall develop an outreach program to include all stakeholders to ensure all beneficial uses and users of groundwater are considered.

3. The Tri-County Water Authority Board of Directors intends to negotiate a memorandum of understanding, other necessary cooperative agreements or other forms of agreement with other agencies or entities utilizing groundwater in the Tule Subbasin, for the purpose of implementing a cooperative, coordinated structure for the management of the Tule Subbasin pursuant to SGMA.

4. The Board of Directors of the Tri-County Water Authority are authorized to submit to DWR on behalf of Tri-County Water Authority a notice of intent to undertake sustainable groundwater management in accordance with SGMA (Part 2.74 of the Water Code).

5. Staff is directed to send to DWR Tri-County Water Authority's notification of its election to be a GSA and such notification shall include: the boundaries of the Subbasins that the Tri-County Water Authority intends to manage, which shall include lands within Tri-County Water Authority boundaries as set forth in the map attached hereto as Exhibit "1", a copy of this Resolution, a list of the interested parties developed pursuant to Section 10723.2 of SGMA, and an explanation of how their interests will be considered in the development and operation of the GSA and the development and implementation of the GSA's groundwater sustainability plan.

All the foregoing being on motion of Director, Ceil Howe, III, seconded by Director, Kayode Kadra , and authorized by the following vote, to wit:

AYES: Matthew Hurley, Kayode Kadara, Ceil Howe III

NOES:

ABSTAIN:

ABSENT:

I HEREBY CERTIFY that the foregoing resolution is the resolution of said District as duly passed and adopted by said Board of Directors on the 20th day of June, 2016.

WITNESS my hand and seal of said Board of Directors this 20th day of June, 2016.

Matthew Hurley, Chairman
Tri-County Water Authority

Tri-County Water Authority
944 Whitley Ave, Suite D
Corcoran, CA 93212
559-762-7240

ADDENDUM TO NOTICE OF THE TRI-COUNTY WATER AUTHORITY'S ELECTION TO BECOME A GROUNDWATER SUSTAINABILITY AGENCY FOR A PORTION OF THE TULE SUBBASIN (PARAGRAPH FIVE)
DATED: June 21, 2016

The Tri-county Water Authority ("Authority") is aware of five agencies currently identified as possible candidates to become Groundwater Sustainability Agencies ("GSA's") for the Tule Subbasin; namely Alpaugh Groundwater Agency, Delano Earlimart Irrigation District, Lower Tule Irrigation District, Pixley Irrigation District, and Eastern Tule GSA JPA. The Authority has been engaged in regular meetings with representatives of these agencies and will continue its due diligence to collaborate and cooperate with these agencies to implement a Groundwater Sustainability Plan for the Tule Subbasin.

Tri-County Water Authority

944 Whitley Avenue, Suite E
Corcoran, CA 93212
559-762-7240
TCWater.org

September 2, 2016

Mark Nordberg, GSA Project Manager
Sustainable Groundwater Management Program
Department of Water Resources
901 P Street, Room 213-B
Post Office Box 942836
Sacramento, CA 94236

Delivery via E-mail and US Mail
(Mark.Nordberg@water.ca.gov)

Copy to:
(Trevor.Joseph@water.ca.gov)

Re: AMENDMENT TO POSTED NOTICE OF THE TRI-COUNTY WATER AUTHORITY'S ELECTION TO BECOME A GROUNDWATER SUSTAINABILITY AGENCY FOR A PORTION OF THE TULE SUBBASIN

Dear Mr. Nordberg:

The Tri-County Water Authority ("TCWA") has previously submitted notice to the California Department of Water Resources ("DWR"), in compliance with California Water Code section 10723.8, under the Sustainable Groundwater Management Act ("SGMA"), of its election to become a Groundwater Sustainability Agency ("GSA") and to undertake sustainable groundwater management in the portion of the Tule Subbasin (DWR Subbasin 5-22.13) underlying the TCWA boundary and service area as was indicated on maps attached to the original notice as Exhibit "A1" and Exhibit "A2." Said notice was one of two posted June 30, 2016 by the DWR.

By this communication, TCWA provides an amendment to a portion of its initial GSA map (designated as Exhibit "A1" to its original notice) and submits the attached map identifying the revised area intended to be managed (Amended Exhibit "A1"). The amended "hatched" area is that area which TCWA intends to manage at this time. The reason for the partial withdrawal of some of the area initially indicated on the map is that TCWA has received indications from another potential GSA, now in formation, of an interest in the management of the withdrawn portion. We wish to make this amendment at this time to avoid overlap with that potential GSA candidate.

Should there be any inadvertent overlap with the other potential GSA even after the submittal by TCWA of this Amended Exhibit "A1," it is the request of TCWA to be allowed to make additional modifications to its Amended Exhibit "A1" to allow for the two GSA submittals

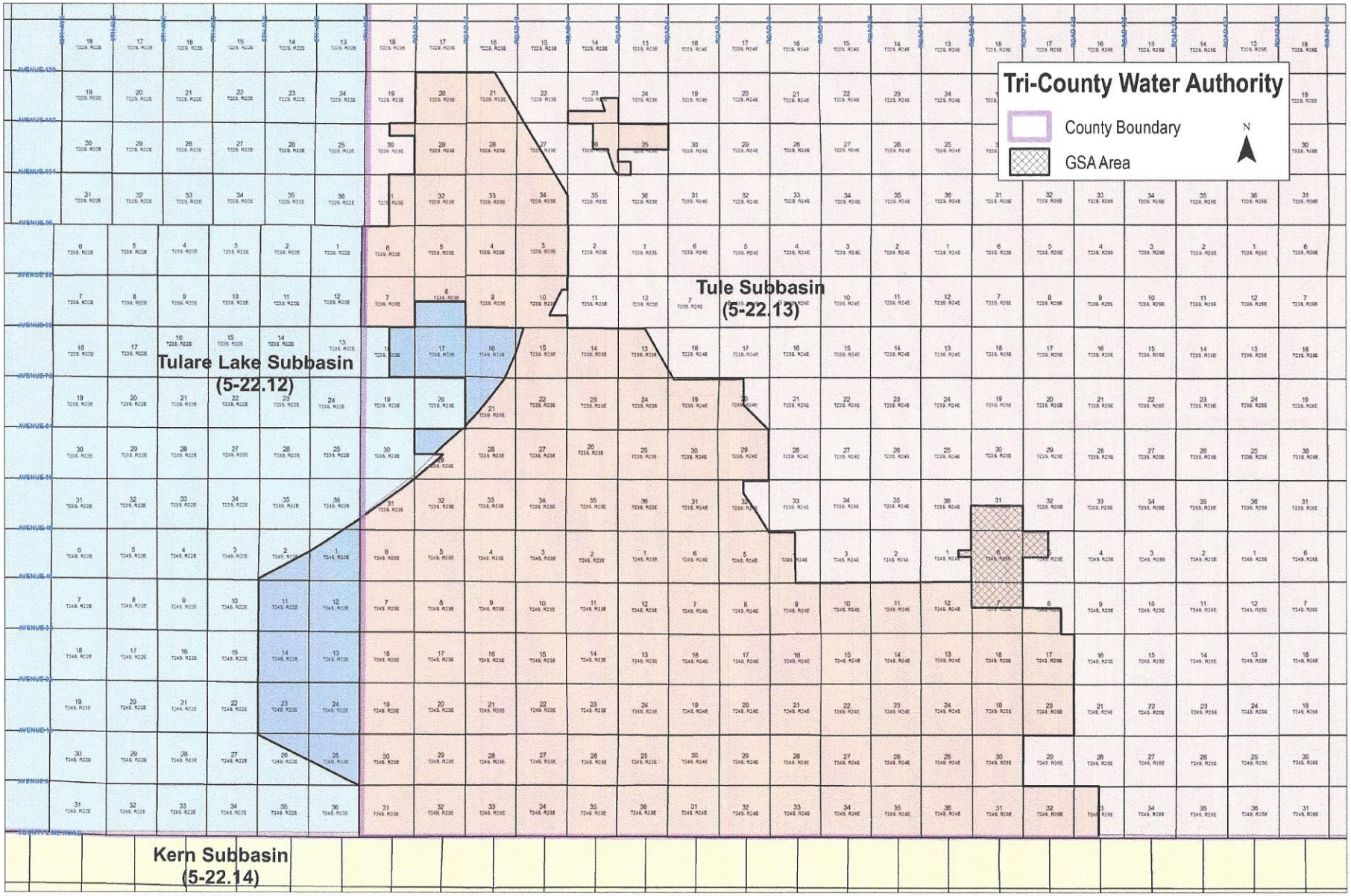
to occur without overlap at this time. In the meantime, we request the amendment to our notice be deemed accepted upon receipt and thereafter posted with our original notice in due course.

Sincerely,

Matthew Hurley
Chairman, Tri-County Water Authority

Attachment:

Amended Exhibit "A1": Boundary Map


Tri-County Water Authority
County Boundary
GSA Area
N
Tule Subbasin
(5-22.13)
Tulare Lake Subbasin
(5-22.12)
Kern Subbasin
(5-22.14)