

**RESOLUTION OF THE
BOARD OF DIRECTORS OF
THE CUYAMA BASIN WATER DISTRICT**

**RESOLUTION TO PARTICIPATE IN THE)
FORMATION OF A GROUNDWATER)
SUSTAINABILITY AGENCY PURSUANT)
TO THE SUSTAINABLE GROUNDWATER)
MANAGEMENT ACT FOR THE CUYAMA)
VALLEY GROUNDWATER BASIN)**

RESOLUTION NO. 2017-003

WHEREAS, the California legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act (California Water Code § 10720 *et seq.*) as amended, which became effective January 1, 2015; and

WHEREAS, pursuant to the Sustainable Groundwater Management Act (SGMA), sustainable groundwater management is intended to occur pursuant to Groundwater Sustainability Plans (GSP) that are created and adopted by local Groundwater Sustainability Agencies (GSA); and

WHEREAS, pursuant to Water Code §10723(a), a Local Agency or combination of Local Agencies, as defined in Water Code §10721(n), may decide to become or form a Groundwater Sustainably Agency; and

WHEREAS, the Cuyama Basin Water District, Santa Barbara County Water Agency, the County of San Luis Obispo, the County of Ventura, the County of Kern, and Cuyama Community Services District are "Local Agencies" as defined in Water Code §10721(n), and collectively include all of the lands within the Basin; and

WHEREAS, the Cuyama Basin Water District was formed in part to provide a vehicle for landowners in the Cuyama Valley Groundwater Basin to directly participate in the SGMA process; and

WHEREAS, the District desires to form a Groundwater Sustainability Agency in conjunction with the Cuyama Basin Water District, the County of San Luis Obispo, the County of Ventura, the County of Kern, and Cuyama Community Services District, and which may include at a later time other Local Agencies and other legally authorized entities; and

WHEREAS, a notice of a public hearing to consider whether the District should elect to become a GSA for the basin in conjunction with the Local Agencies listed above was timely published in the Santa Barbara News Press, San Luis Obispo Star and Ventura County Star pursuant to California Government Code §6066; and

WHEREAS, the District held a public hearing on May 22, 2017, in Ventura, San Luis

Obispo and Santa Barbara Counties, to consider election to become a GSA for a portion of the Basin; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: that the Board of Directors of the Cuyama Basin Water District declares and directs as follows:

1. That the Board of Directors of the District herein decides to form a Groundwater Sustainability Agency in conjunction with the County of Santa Barbara, the County of San Luis Obispo, the County of Ventura, the County of Kern and Cuyama Community Services District known as the Cuyama Basin Groundwater Sustainability Agency (Agency), and which shall have all the powers granted to a groundwater sustainability agency pursuant to the Sustainable Groundwater Management Act.
2. That the Agency hereby created shall consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans, as required by California Water Code §10723.2.
3. That the Agency hereby created shall establish and maintain a list of persons interested in receiving notices regarding plan preparation, meeting announcements, and availability of draft plans, maps, and other relevant documents, as required by California Water Code §10723.4.
4. That the President of the Board of Directors of the District shall be authorized to execute a Joint Exercise of Powers Agreement with the County of Santa Barbara, the County of San Luis Obispo, the County of Ventura, the County of Kern, and Cuyama Community Services District, and cause notice to be given to the California Department of Water Resources of the decision of the Board of Directors of the District in conjunction with the County of Santa Barbara, County of San Luis Obispo, the County of Ventura, the County of Kern, and Cuyama Community Services District to create the above referenced Groundwater Sustainability Agency.
5. As provided by said Joint Exercise of Powers Agreement, each of the Directors of the District are designated as a Director of the Agency, and General Manager, Matt Klinchuch is hereby appointed as an alternate, if any Director is absent from a meeting of the Agency, and Board Secretary, Brad DeBranch is appointed as a second alternate, if any Director is absent from a meeting of the Agency, subject to modification by the Board of Directors from time to time.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Cuyama Basin Water District, on this 22nd day of May, 2017, by the following vote:

AYES: Directors Albano, Bracken, Cappello, Wooster & Yurosek

NAYS: None

ABSENT: None

ABSTAIN: None

SECRETARY'S CERTIFICATE

I, BRAD DEBRANCH, Secretary of the Cuyama Basin Water District, do hereby certify that the foregoing is a full, true and correct copy of the Resolution of the Board of Directors of the Cuyama Basin Water District, duly and regularly adopted by the Board of Directors of the Cuyama Basin Water District in all respects as required by law and the Bylaws of the Cuyama Basin Water District, on this 22nd day of May, 2017, by the consent in writing of all members of the Board of Directors of the Cuyama Basin Water District to the adoption of said resolution.


BRAD DEBRANCH, Secretary

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CUYAMA COMMUNITY SERVICES DISTRICT
TOWN SITE OF NEW CUYAMA
STATE OF CALIFORNIA**

RESOLUTION TO PARTICIPATE IN THE	)	
FORMATION OF A GROUNDWATER	)	
SUSTAINABILITY AGENCY PURSUANT	)	
TO THE SUSTAINABLE GROUNDWATER	)	
MANAGEMENT ACT FOR THE CUYAMA	)	
COMMUNITY SERVICES DISTRICT	)	
AREA OF THE CUYAMA VALLEY	)	
GROUNDWATER BASIN	)	RESOLUTION NO. <u>17-2</u>
	)	
	)	

WHEREAS, the California legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act (California Water Code § 10720 *et seq.*) as amended, which became effective January 1, 2015; and

WHEREAS, pursuant to the Sustainable Groundwater Management Act (SGMA), sustainable groundwater management is intended to occur pursuant to Groundwater Sustainability Plans (GSP) that are created and adopted by local Groundwater Sustainability Agencies (GSA); and

WHEREAS, pursuant to Water Code §10723(a), a Local Agency or combination of Local Agencies, as defined in Water Code §10721(n), may decide to become or form a Groundwater Sustainability Agency; and

WHEREAS, the Santa Barbara County Water Agency, the Cuyama Basin Water District, the Cuyama Community Services District, the County of San Luis Obispo, the County of Ventura, and the County of Kern are "Local Agencies" as defined in Water Code §10721(n), and collectively include all of the lands within the Basin; and

WHEREAS, the Cuyama Community Services District desires to form a Groundwater Sustainability Agency in conjunction with the Cuyama Basin Water District, the Santa Barbara County Water Agency, the County of San Luis Obispo, the County of Ventura, and the County of Kern, and which may include at a later time other Local Agencies and other legally authorized entities; and

WHEREAS, a notice of a public hearing to consider whether the District should elect to become a GSA for a portion of the basin was published in the Santa Maria Times and Bakersfield Californian press pursuant to California Government Code §6066; and

WHEREAS, the Cuyama Community Services District held a public hearing on May 23, 2017 to consider election to become a GSA for a portion of the basin; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: that the Board of Directors of the Cuyama Community Services District declares and directs as follows:

1. That the Board of Directors of the Cuyama Community Services District herein decides to form a Groundwater Sustainability Agency in conjunction with the Cuyama Basin Water District, the Santa Barbara County Water Agency, the County of San Luis Obispo, the County of Ventura, and the County of Kern, known as the Cuyama Basin Groundwater Sustainability Agency (Agency), and which shall have all the powers granted to a groundwater sustainability agency pursuant to the Sustainable Groundwater Management Act.
2. That the Agency hereby created shall consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans, as required by California Water Code §10723.2.
3. That the Agency hereby created shall establish and maintain a list of persons interested in receiving notices regarding plan preparation, meeting announcements, and availability of draft plans, maps, and other relevant documents, as required by California Water Code §10723.4.
4. That the Chair of the Board of Directors of the Cuyama Community Services District shall be authorized to execute a Joint Exercise of Powers Agreement with the Cuyama Basin Water District, the Santa Barbara County Water Agency, the County of San Luis Obispo, the County of Ventura, and the County of Kern, and cause notice to be given to the California Department of Water Resources of the decision of the Board of Directors of the Cuyama Community Services District in conjunction with the Cuyama Basin Water District, Santa Barbara County Water Agency, the County of San Luis Obispo, the County of Ventura, and the County of Kern to create the above referenced Groundwater Sustainability Agency.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Cuyama Community Services District, Town Site of New Cuyama, State of California, on this 23rd day of May, 2017 by the following vote:

AYES:	F. Paul Chounet John Coats Malcolm Ricci Deborah Williams
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NAYS:	None
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ABSENT:	Linda Proeber
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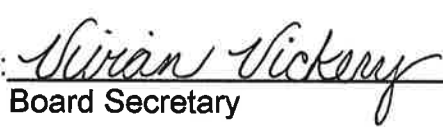
ABSTAIN: None

ACCEPTED AND AGREED:
CUYAMA COMMUNITY SERVICES DISTRICT

By: 
Malcolm Ricci, Chair, Board of Directors

By: 
F. Paul Chounet, Vice Chair, Board of Directors

ATTEST:
VIVIAN VICKERY,
OFFICE ADMINISTRATOR/BOARD SECRETARY
Cuyama Community Services District

By: 
Board Secretary





County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

May 9, 2017

Present: 5 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

PUBLIC WORKS, BOARD OF DIRECTORS, WATER AGENCY

File Reference No. 17-00341

RE: HEARING - Consider recommendations regarding Cuyama Valley Groundwater Basin Groundwater Sustainability Agency Formation, First and Fifth Districts, as follows:
(EST. TIME: 1 HR.)

Acting as the Board of Directors, Water Agency:

- a) Approve and authorize the Chair to execute the "Joint Exercise of Powers Agreement, Cuyama Basin Groundwater Sustainability Agency" to form a Groundwater Sustainability Agency in the Cuyama Valley Groundwater Basin;
- b) Adopt the Resolution entitled "Resolution to Participate in the Formation of a Groundwater Sustainability Agency Pursuant to the Sustainable Groundwater Management Act for the Cuyama Valley Groundwater Basin";
- c) Appoint by Resolution Supervisor Das Williams as a Director of the Groundwater Sustainability Agency, with Chief of Staff Darcel Elliot as an alternate;
- d) Appoint by Resolution Fifth District Chief of Staff Cory Bantilan as a Director of the Groundwater Sustainability Agency, with an alternate to be designated by Mr. Bantilan; and
- e) Determine that the proposed actions are not a project under the California Environmental Quality Act, pursuant to Guidelines Section 15378(b) (5), organization or administrative activities that will not result in a direct or indirect physical change in the environment.

COUNTY EXECUTIVE OFFICER'S RECOMMENDATION: APPROVE



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

May 9, 2017

Received and filed staff presentation and conducted public hearing.

A motion was made by Supervisor Williams, seconded by Supervisor Lavagnino, that this matter be acted on as follows:

a) Approved; Chair to execute;

b) Adopted;

RESOLUTION NO. 17-97

c) and d) Adopted, amended as follows:

Appoint by Resolution Fifth District Chief of Staff Cory Bantilan as a Director of the Groundwater Sustainability Agency, with Supervisor Lavagnino as an alternate.

RESOLUTION NO. 17-98

e) Approved.

The motion carried by the following vote:

Ayes: 4 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, and Supervisor Lavagnino

Recused: 1 - Supervisor Adam

**RESOLUTION OF THE
BOARD OF DIRECTORS OF THE SANTA BARBARA COUNTY WATER AGENCY
STATE OF CALIFORNIA**

**RESOLUTION TO PARTICIPATE IN THE
FORMATION OF A GROUNDWATER
SUSTAINABILITY AGENCY PURSUANT
TO THE SUSTAINABLE GROUNDWATER
MANAGEMENT ACT FOR THE CUYAMA
VALLEY GROUNDWATER BASIN**

RESOLUTION NO. 17-97

WHEREAS, the California legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act (California Water Code § 10720 *et seq.*) as amended, which became effective January 1, 2015; and

WHEREAS, pursuant to the Sustainable Groundwater Management Act (SGMA), sustainable groundwater management is intended to occur pursuant to Groundwater Sustainability Plans (GSP) that are created and adopted by local Groundwater Sustainability Agencies (GSA); and

WHEREAS, pursuant to Water Code §10723(a), a Local Agency or combination of Local Agencies, as defined in Water Code §10721(n), may decide to become or form a Groundwater Sustainably Agency; and

WHEREAS, the Santa Barbara County Water Agency, the Cuyama Basin Water District, Cuyama Community Services District, the County of San Luis Obispo, the County of Ventura, and the County of Kern are "Local Agencies" as defined in Water Code §10721(n), and collectively include all of the lands within the Basin; and

WHEREAS, the Santa Barbara County Water Agency desires to form a Groundwater Sustainability Agency in conjunction with the Cuyama Basin Water District, Cuyama Community Services District, the County of San Luis Obispo, the County of Ventura, and the County of Kern, and which may include at a later time other Local Agencies and other legally authorized entities; and

WHEREAS, a notice of a public hearing to consider whether the County should elect to become a GSA for the basin in conjunction with the Local Agencies listed above was published in the Santa Maria Times and Santa Barbara News Press pursuant to California Government Code §6066; and

WHEREAS, the County Water Agency held a public hearing on May 9, 2017 to consider election to become a GSA for a portion of the basin; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: that the Board of Directors of the Santa Barbara County Water Agency declares and directs as follows:

1. That the Board of Directors of the Santa Barbara County Water Agency herein decides to form a Groundwater Sustainability Agency in conjunction with the Cuyama Basin Water District, Cuyama Community Services District, the County of San Luis Obispo, the County of Ventura, and the County of Kern, known as the Cuyama Basin Groundwater Sustainability Agency (Agency), and which shall have all the powers granted to a groundwater sustainability agency pursuant to the Sustainable Groundwater Management Act.
2. That the Agency hereby created shall consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans, as required by California Water Code §10723.2.
3. That the Agency hereby created shall establish and maintain a list of persons interested in receiving notices regarding plan preparation, meeting announcements, and availability of draft plans, maps, and other relevant documents, as required by California Water Code §10723.4.
4. That the Chair of the Board of Directors of the Santa Barbara County Water Agency shall be authorized to execute a Joint Exercise of Powers Agreement with the Cuyama Basin Water District, Cuyama Community Services District, the County of San Luis Obispo, the County of Ventura, and the County of Kern, and cause notice to be given to the California Department of Water Resources of the decision of the Board of Directors of the Santa Barbara County Water Agency in conjunction with the Cuyama Basin Water District, Cuyama Community Services District, the County of San Luis Obispo, the County of Ventura, and the County of Kern to create the above referenced Groundwater Sustainability Agency.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Santa Barbara County Water Agency, State of California, on this 9th day of May, 2017 by the following vote:

AYES: Supervisors Williams, Wolf, Hartmann, and Lavagnino

NAYS: None

ABSENT: None

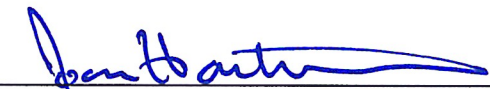
ABSTAIN: None

RECUSED: Supervisor Adam

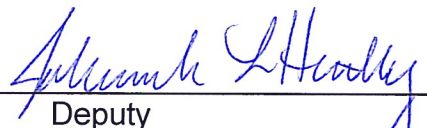
ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
Ex Officio Clerk of the Board Directors
of the Santa Barbara County Water Agency

By: 
Deputy

ACCEPTED AND AGREED:
SANTA BARBARA COUNTY WATER AGENCY

By: 
Joan Hartmann, Chair, Board of Directors

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy

**RESOLUTION OF THE
BOARD OF DIRECTORS OF THE SANTA BARBARA COUNTY WATER AGENCY
STATE OF CALIFORNIA**

**RESOLUTION TO APPOINT DIRECTORS)
AND ALTERNATES TO THE CUYAMA)
BASIN GROUNDWATER)
SUSTAINABILITY AGENCY BOARD OF)
DIRECTORS PURSUANT TO THE)
SUSTAINABLE GROUNDWATER)
MANAGEMENT ACT FOR THE CUYAMA)
VALLEY GROUNDWATER BASIN)
)**

RESOLUTION NO. 17-98

WHEREAS, the California legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act (California Water Code § 10720 *et seq.*) as amended, which became effective January 1, 2015; and

WHEREAS, the Santa Barbara County Water Agency (County Water Agency) is entering into a Joint Powers Agreement to form the Cuyama Basin Groundwater Sustainability Agency in conjunction with the Cuyama Basin Water District, Cuyama Community Services District, the County of San Luis Obispo, the County of Ventura, and the County of Kern, and which may include at a later time other Local Agencies and other legally authorized entities; and

WHEREAS, the Joint Powers Agreement for the Cuyama Basin Groundwater Sustainability Agency specifies that the County Water Agency shall appoint two Directors and their two alternates, each of whom shall be an elected official or member of management; and

WHEREAS, the Cuyama Valley Groundwater Basin lies within the County of Santa Barbara's First and Fifth Supervisorial Districts; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: that the Board of Directors of the Santa Barbara County Water Agency declares and directs as follows:

1. That the Board of Directors of the Santa Barbara County Water Agency hereby appoints First District Supervisor Das Williams as a Director of the Cuyama Basin Groundwater Sustainability Agency, and appoints First District Chief of Staff Darcel Elliot as an Alternate Director.
2. That the Board of Directors of the Santa Barbara County Water Agency hereby appoints Fifth District Chief of Staff Cory Bantilan as a Director of the Cuyama Basin Groundwater Sustainability Agency, and appoints Fifth District Supervisor Steve Lavagnino as an Alternate Director of the Cuyama Basin Groundwater Sustainability Agency.

1

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Santa Barbara County Water Agency, State of California, on this 9th day of May, 2017 by the following vote:

AYES: Supervisors Williams, Wolf, Hartmann, and Lavagnino

NAYS: None

ABSENT: None

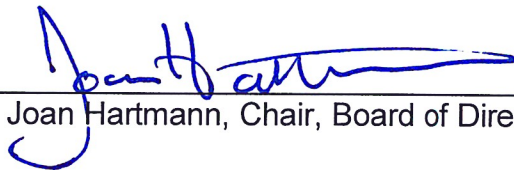
ABSTAIN: None

RECUSED: None

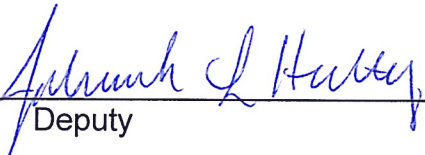
ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
Ex Officio Clerk of the Board Directors
of the Santa Barbara County Water Agency

By: 
Deputy

ACCEPTED AND AGREED:
SANTA BARBARA COUNTY WATER AGENCY

By: 
Joan Hartmann, Chair, Board of Directors

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy

IN THE BOARD OF SUPERVISORS

County of San Luis Obispo, State of California

Tuesday, May 23, 2017

PRESENT: Supervisors Bruce S. Gibson, Adam Hill, Lynn Compton, Debbie Arnold, and
Chairperson John Peschong

ABSENT: None

RESOLUTION NO. 2017-145

RESOLUTION APPROVING THE JOINT EXERCISE OF POWERS AGREEMENT CREATING A JOINT POWERS AGENCY (JPA) TO SERVE AS THE CUYAMA BASIN GROUNDWATER SUSTAINABILITY AGENCY, APPOINTING THE DIRECTOR AND ALTERNATE DIRECTOR REPRESENTING THE COUNTY OF SAN LUIS OBISPO TO THE JPA BOARD OF DIRECTORS, AND FINDING THAT THE PROJECT IS EXEMPT FROM SECTION 21000 *ET SEQ.* OF THE CALIFORNIA PUBLIC RESOURCES CODE (CEQA)

The following Resolution is hereby offered and read:

WHEREAS, in 2014, the California Legislature adopted, and the Governor signed into law, three bills (SB 1168, AB 1739, and SB 1319) collectively referred to as the Sustainable Groundwater Management Act (SGMA) (Water Code §§ 10720 *et seq.*), that became effective on January 1, 2015, and that have been subsequently amended; and

WHEREAS, the intent of SGMA, as set forth in Water Code Section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority, and technical and financial assistance necessary, to sustainably manage groundwater; and

WHEREAS, SGMA requires the formation of Groundwater Sustainability Agencies (GSAs) for the purpose of achieving groundwater sustainability through the adoption and implementation of Groundwater Sustainability Plans (GSPs) for all medium and high priority basins as designated by the California Department of Water Resources (DWR); and

WHEREAS, SGMA requires that a local agency or a collection of agencies through a joint powers agreement or memorandum of agreement decide to become a single GSA or that multiple local agencies decide to each become a GSA for all medium and high priority basins on or before June 30, 2017 and that the GSA or GSAs for basins DWR has designated as "subject to critical conditions of overdraft" develop a GSP or coordinated GSPs on or before January 31, 2020; and

WHEREAS, the Cuyama Valley Groundwater Basin (Basin) has been designated by DWR as a medium priority basin subject to critical conditions of overdraft; and

WHEREAS, the County of San Luis Obispo, the Santa Barbara County Water Agency, the County of Ventura, the County of Kern, the Cuyama Basin Water District, and the Cuyama Community Services District are each a "local agency" within the Basin as defined in Water Code Section 10721(n), and thus are eligible to collectively form a GSA for the Basin through a joint powers agreement under the authority of Water Code Section 10723.6(a) (collectively, Local Agencies or Members); and

WHEREAS, the Local Agencies have determined that management of the Basin will best be achieved through the creation of a joint powers agency (JPA) to serve as the GSA for the Basin pursuant to the terms and conditions set forth in the Joint Exercise of Powers Agreement attached hereto as Exhibit A and incorporated herein (Joint Powers Agreement); and

WHEREAS, Article 3.1 of the Joint Powers Agreement provides that the JPA is a public entity separate from the Members and shall be known as the Cuyama Basin Groundwater Sustainability Agency; and

WHEREAS, Article 7.1 of the Joint Powers Agreement provides that the JPA shall be governed by a board of eleven (11) directors (JPA Board) comprised of representatives from each of the six (6) Members; and

WHEREAS, Article 7.2 of the Joint Powers Agreement provides that the directors and alternate directors representing each Member shall be appointed by the governing body of the Member with the exception that all five (5) Cuyama Basin Water District Board members shall serve as directors on the JPA Board; and

WHEREAS, the Members are committed to the sustainable management of groundwater within the Basin and intend to consider the interests of all beneficial users and uses of groundwater within the Basin through establishment of an advisory committee as more specifically set forth in Article 8 of the Joint Powers Agreement; and

WHEREAS, Article 5.2 of the Joint Powers Agreement acknowledges that SGMA expressly reserves certain powers and authorities to and preserves certain powers and authorities of cities and counties, including, without limitation, the issuance of permits for the construction, modification or abandonment of groundwater wells, land use planning and groundwater management pursuant to city and county police powers in a manner that is not in conflict with the GSP; and

WHEREAS, the County of San Luis Obispo published a notice of public hearing consistent with the requirements contained within Water Code Section 10723(b); and

WHEREAS, the Board of Supervisors conducted such a public hearing on May 23, 2017.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California, that:

- Section 1: The foregoing recitals are true and correct and are incorporated herein by reference.
- Section 2: The County of San Luis Obispo hereby decides to participate in and jointly form the JPA known as the Cuyama Basin Groundwater Sustainability Agency, the boundaries of which are depicted in Exhibit B attached hereto and incorporated herein, to serve as the GSA for the Basin by approving and authorizing the Chairperson of the Board of Supervisors to execute the Joint Powers Agreement.
- Section 3: The Director of Public Works of the County of San Luis Obispo, or designee, is hereby authorized and directed to submit notice of adoption of this Resolution in addition to all other information required by SGMA, including but not limited to, all information required by Water Code Section 10723.8, to the Santa Barbara County Water Agency in accordance with Article 3.2 of the Joint Powers Agreement and/or to DWR, and to support the JPA's development and maintenance of an interested persons list as described in Water Code Section 10723.4 and a list of interested parties as described in Water Code Section 10723.8(a)(4).
- Section 4: The Director of Public Works of the County of San Luis Obispo, or designee, is hereby authorized to take such other and further actions as may be necessary to administer the County of San Luis Obispo's participation in the Joint Powers Agreement as set forth therein.
- Section 5: The Board of Supervisors finds that the adoption of this Resolution is exempt from the requirements of the California Environmental Quality Act (Public Resources Code §§ 21000 et seq.) (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.
- Section 6: The Environmental Coordinator of the County of San Luis Obispo is hereby directed to file a Notice of Exemption in accordance with the provisions of CEQA.
- Section 7: The Board of Supervisors hereby appoints the District 4 Supervisor, Lynn Compton, as the director and the District 5 Supervisor, Debbie Arnold, as the alternate director to represent the County on the JPA Board.

Upon motion of Supervisor Compton, seconded by Supervisor Arnold, and on the following roll call vote, to wit:

AYES: Supervisor Compton, Arnold, Gibson, Hill and Chairperson Peschong
NOES: None
ABSENT: None
ABSTAINING: None

the foregoing Resolution is hereby adopted on the 23rd day of May, 2017.

John Peschong
Chairperson of the Board of Supervisors

ATTEST:

TOMMY GONG
Clerk of the Board of Supervisors

By: Annette Ramirez
Deputy Clerk

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: /s/ Erica Stuckey
Deputy County Counsel

Dated: May 10, 2017

L:\Water Resources\2017\May\BOS\Cuyama Basin GSA Formation\Cuyama GSA rsl per eas.docxCB.mj

STATE OF CALIFORNIA,)
) ss.
COUNTY OF SAN LUIS OBISPO)

I, Tommy Gong, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this 23rd day of May, 2017.

Tommy Gong
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

(SEAL)
By: [Signature]
Deputy Clerk

**JOINT EXERCISE OF POWERS AGREEMENT
CUYAMA BASIN GROUNDWATER SUSTAINABILITY AGENCY**

This Joint Exercise of Powers Agreement ("Agreement") is made and entered into as of May 23, 2017 ("Effective Date"), by and between the Cuyama Basin Water District ("CBWD"), the Cuyama Community Services District ("CCSD"), the County of Kern ("Kern"), the County of San Luis Obispo ("San Luis Obispo"), the Santa Barbara County Water Agency ("Santa Barbara"), and the County of Ventura ("Ventura"), also each referred to individually as "Member" and collectively as "Members," for the purposes of forming a joint powers agency to serve as the groundwater sustainability agency for the Cuyama Valley Groundwater Basin. This joint powers agency shall hereinafter be known as the Cuyama Basin Groundwater Sustainability Agency ("CBGSA" or "GSA").

RECITALS

A. WHEREAS, the Sustainable Groundwater Management Act of 2014 ("SGMA"), Water Code §§ 10720 *et seq.*, requires the formation of groundwater sustainability agencies to manage medium and high priority basins by June 30, 2017, and the adoption of groundwater sustainability plans ("GSP") by January 31, 2020 for high and medium priority basins that are subject to conditions of critical overdraft; and

B. WHEREAS, the Cuyama Valley Groundwater Basin (also referred to as the "Cuyama Groundwater Basin"), as identified and defined by the California Department of Water Resources (DWR) in Bulletin 118 (as Basin 3-13), has been designated by DWR as a medium priority basin subject to conditions of critical overdraft; and

C. WHEREAS, all Members to this Agreement are local agencies, as defined in SGMA, located within the Cuyama Groundwater Basin and duly organized and existing under the laws of the State of California; and

D. WHEREAS, pursuant to SGMA, specifically Water Code § 10723.6, and the Joint Exercise of Powers Act, Government Code §§ 6500 *et seq.*, the Members are authorized to create a joint powers agency to jointly exercise any power common to the Members together with such powers as are expressly set forth in the Joint Exercise of Powers Act and in SGMA upon successfully becoming a GSA for the Cuyama Groundwater Basin; and

E. WHEREAS, in accordance with Water Code § 10723(b), all members have held a public hearing regarding entering into this Agreement and complied with the noticing provisions in SGMA; and

F. WHEREAS, the Members desire to create a joint powers authority to sustainably manage the Cuyama Groundwater Basin as required by SGMA.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants

contained herein, the Members hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

1.1 The foregoing recitals are true and correct and are incorporated herein by reference.

ARTICLE 2 DEFINITIONS

The following terms shall have the following meanings for purposes of this Agreement:

2.1 "Agreement" means this Joint Exercise of Powers Agreement forming the Cuyama Basin Groundwater Sustainability Agency over the Cuyama Valley Groundwater Basin.

2.2 "Basin" means the Cuyama Valley Groundwater Basin, also referred to as the Cuyama Groundwater Basin, as identified and defined by DWR in Bulletin 118 (as Basin 3-13) as of the Effective Date or as modified pursuant to Water Code Section 10722.2.

2.3 "Bulletin 118" means DWR's report entitled "California Groundwater: Bulletin 118" updated in 2016, and as it may be subsequently updated or revised in accordance with Water Code § 12924.

2.4 "Board of Directors" or "Board" means the governing body of the GSA as established by Article 7 (Board of Directors) of this Agreement.

2.5 "CBGSA" or "GSA" means the Cuyama Basin Groundwater Sustainability Agency formed as a separate entity through this Agreement.

2.6 "Director(s)" and "Alternate Director(s)" means a director or alternate director appointed by a Member pursuant to Articles 7.2 (Appointment of Directors) and 7.3 (Alternate Directors) of this Agreement.

2.7 "DWR" means the California Department of Water Resources.

2.8 "GSP" means a Groundwater Sustainability Plan, as defined by SGMA in Water Code §§ 10727 *et seq.*

2.9 "Joint Exercise of Powers Act" means Government Code §§ 6500, *et seq.*, as may be amended from time to time.

2.10 "Member(s)" means a local agency eligible under SGMA to be a groundwater sustainability agency and included in Article 6.1 (Members) of this Agreement or any local agency that becomes a new member pursuant to Article 6.2 (New Members) of this Agreement.

2.11 "Officer(s)" means the Chair, Vice Chair, Secretary, Auditor or Treasurer of the GSA to be appointed by the Board of Directors pursuant to Article 9.2 (Appointment of Officers) of this Agreement.

2.12 "SGMA" means the Sustainable Groundwater Management Act, Water Code §§ 10720 *et seq.*, as may be amended from time to time.

2.13 "State" means the State of California.

ARTICLE 3 CREATION OF THE GSA

3.1 Creation of a Joint Powers Agency. There is hereby created pursuant to the Joint Exercise of Powers Act, Government Code §§ 6500 *et seq.*, and SGMA, Water Code §§ 10720 *et seq.*, a joint powers agency, which will be a public entity separate from the Members to this Agreement, and shall be known as the Cuyama Basin Groundwater Sustainability Agency ("CBGSA" or "GSA"). The boundaries of the CBGSA shall be coterminous with the boundaries of the Basin as determined by DWR in Bulletin 118 or as modified by DWR pursuant to Water Code Section 10722.2.

3.2 Notices. Within 30 days after the Effective Date of this Agreement, and after any amendment hereto, Santa Barbara, on behalf of the GSA, or the GSA, shall cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code § 6503.5. Within 30 days after the Effective Date of this Agreement, Santa Barbara, on behalf of the GSA, shall cause a statement of the information concerning the GSA, required by Government Code § 53051, to be filed with the office of the California Secretary of State and with the County Clerk for the County of Santa Barbara, and any other County in which the GSA maintains an office, setting forth the facts required to be stated pursuant to Government Code § 53051(a). Within 30 days after the Effective Date of this Agreement, Santa Barbara, on behalf of the GSA, shall inform DWR of each Parties' decision and intent to undertake sustainable groundwater management within the Basin through the GSA in accordance with Water Code § 10723.8.

3.3 Purpose of the CBGSA. The purpose of the CBGSA is to implement and comply with SGMA in the Cuyama Valley Groundwater Basin by serving as the Basin's groundwater sustainability agency, developing, adopting, and implementing a GSP for the Basin, and sustainably managing the Basin pursuant to SGMA.

ARTICLE 4 TERM

4.1 This Agreement shall become effective on the date on which the last Member listed in Article 6.1 (Members) signs this Agreement ("Effective Date"), after which notices shall be filed in accordance with Article 3.2 (Notices). This Agreement shall remain in effect until terminated pursuant to the provisions of Article 17 (Withdrawal of Members) of this Agreement.

ARTICLE 5 POWERS

5.1 The GSA shall possess the power in its own name to exercise any and all common powers of its Members reasonably necessary for the GSA to implement the purposes of SGMA and for no other purpose, together with such other powers as are expressly set forth in the Joint Exercise of Powers Act and in SGMA subject to the limitations set forth therein.

5.2 SGMA expressly reserves certain powers and authorities to and preserves certain powers and authorities of cities and counties, including, without limitation, the issuance of permits for the construction, modification or abandonment of groundwater wells, land use planning and groundwater management pursuant to city and county police powers in a manner that is not in conflict with the GSP. The Directors representing the counties of San Luis Obispo, Kern and Ventura do not have the ability to authorize the GSA to exercise or infringe upon any such reserved powers and authorities, without the GSA first seeking and receiving authorization by formal action of the Boards of Supervisors. Furthermore, this Agreement shall not be interpreted as limiting or ceding any such reserved or preserved powers and authorities. In addition, to the extent that a Member other than a county independently possesses any of the powers or authorities expressly preserved by SGMA, the GSA does not have the ability or authority to exercise or infringe on such preserved powers and/or authorities of such Member without the GSA first seeking and receiving authorization from such Member's governing board, unless specifically enumerated in this Agreement.

5.3 For purposes of Government Code § 6509, the powers of the GSA shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the Cuyama Basin Water District, and in the event of the withdrawal of the Cuyama Basin Water District as a Member under this Agreement, then the manner of exercising the GSA's powers shall be exercised subject to those restrictions imposed on the Cuyama Community Services District.

5.4 As required by Water Code § 10723.2, the GSA shall consider the interests of all beneficial uses and users of groundwater in the Basin, as well as those responsible for implementing the GSP. Additionally, as set forth in Water Code § 10720.5(a), any GSP adopted pursuant to this Agreement shall be consistent with

Section 2 of Article X of the California Constitution. Nothing in this Agreement modifies the rights or priorities to use or store groundwater consistent with Section 2 of Article X of the California Constitution, with the exception that no extraction of groundwater between January 1, 2015 and the date the GSP is adopted may be used as evidence of, or to establish or defend against, any claim of prescription. Likewise, as set forth in Water Code § 10720.5(b), nothing in this Agreement or any GSP adopted pursuant to this Agreement determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights.

5.5 The GSA may define within the GSP one or more management areas within the Basin in accordance with 23 CCR § 354.20.

ARTICLE 6 MEMBERSHIP

6.1 Members. The Members of the GSA shall be:

- (a) Cuyama Basin Water District;
- (b) Cuyama Community Services District;
- (c) County of Kern;
- (d) County of San Luis Obispo;
- (e) Santa Barbara County Water Agency; and
- (f) County of Ventura

as long as they have not, pursuant to the provisions hereof, withdrawn from this Agreement.

6.2 New Members. Any local agency, as defined by SGMA, that is not a Member on the Effective Date of this Agreement may become a Member upon all of the following:

- (a) The approval of the Board of Directors as specified in Article 12.3 (Decisions of the Board);
- (b) Amendment of the Agreement in accordance with Article 18.2 (Amendments to Agreement); and
- (c) Payment of a pro rata share of all previously incurred costs that the Board of Directors determines have resulted in benefit to the local agency, and are appropriate for assessment on the local agency.

ARTICLE 7 BOARD OF DIRECTORS

7.1 Formation of the Board of Directors. The GSA shall be governed by a Board of Directors ("Board"). The Board shall consist of eleven (11) Directors consisting of representatives from each of the Members identified in Article 6.1 (Members) as follows:

- (a) Five (5) Directors representing CBWD;
- (b) One (1) Director representing CCSD;
- (c) One (1) Director representing Kern;
- (d) One (1) Director representing San Luis Obispo;
- (e) Two (2) Directors representing Santa Barbara; and
- (f) One (1) Director representing Ventura.

7.2 Appointment of Directors. The Directors shall be appointed by the governing body of the Members as follows:

- (a) The Directors representing CBWD shall be the Directors of CBWD's Board of Directors, provided if the CBWD Board is ever expanded, then CBWD's Board will appoint the five Directors from CBWD's Board representing CBWD by resolution of CBWD's Board.
- (b) The Director representing CCSD shall be appointed by resolution of the CCSD's Board of Directors.
- (c) The Director representing Kern shall be appointed by resolution of Kern's Board of Supervisors.
- (d) The Director representing San Luis Obispo shall be appointed by resolution of San Luis Obispo's Board of Supervisors.
- (e) The Directors representing Santa Barbara shall be appointed by resolution of Santa Barbara's Board of Directors.
- (f) The Director representing Ventura shall be appointed by resolution of Ventura's Board of Supervisors.

Subject to Article 7.2 each Director shall be an elected official or member of management of the Member.

7.3 Alternate Directors. Each Director shall have one Alternate to act as a substitute Director for that Director. All Alternates shall be appointed in the same manner as set forth in Article 7.2 (Appointment of Directors). Alternate Directors shall

not vote or participate in any deliberations of the Board unless appearing as a substitute for a Director due to absence or conflict of interest. If the Director is not present, or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director, and shall have the authority to act in his/her absence, including casting votes on matters before the Board. An Alternate Director shall be an elected official or member of management of the Member.

7.4 Requirements. Each Director and Alternate Director shall be appointed by resolution as noted in Article 7.2 (Appointment of Directors). Directors and Alternate Directors shall serve at the pleasure of the governing body of the Member that appointed him/her. No individual Director may be removed except by the vote of the governing body of the Member that appointed him/her.

7.5 Vacancies. Upon the vacancy of a Director, the Alternate Director shall serve as Director until a new Director is appointed as set forth in Article 7.2 (Appointment of Directors). Members shall submit any changes in Director or Alternate Director positions to the Board or Executive Director by providing a copy of the executed resolution.

7.6 Duties of the Board of Directors. The business and affairs of the GSA, and all of its powers, including without limitation all powers set forth in Article 5 (Powers), are reserved to and shall be exercised by and through the Board of Directors, except as may be expressly delegated to the Executive Director or others pursuant to this Agreement, Bylaws, GSP, or by specific action of the Board of Directors.

7.7 Director Compensation. No Director shall be compensated by the GSA for preparation for or attendance at meetings of the Board or meetings of any committee created by the Board. Nothing in this Article is intended to prohibit a Member from compensating its representatives on the Board or on a committee for attending such meetings.

ARTICLE 8 ADVISORY COMMITTEES

8.1 Standing Advisory Committee. A Standing Advisory Committee is hereby established as a group of representatives to advise the GSA, and shall be appointed by the Board.

- (a) Purpose. The Standing Advisory Committee shall advise the Board concerning, where legally appropriate, implementation of SGMA in the Basin and review the GSP before it is approved by the Board.
- (b) Membership. The composition of and appointments to the Standing Advisory Committee shall be determined by the Board.
- (c) Brown Act. All Meetings of the Standing Advisory Committee, including

special meetings, shall be noticed, held, and conducted in accordance with the Ralph M. Brown Act (Government Code §§ 54950 *et seq.*).

- (d) Compensation. No Advisory Committee member shall be compensated by the GSA for preparation for or attendance at meetings of the Board or at any committee created by the Board.

8.2 Additional Advisory Committees. The Board may from time to time appoint one or more additional advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objectives of the GSA. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them. No committee member shall be compensated by the GSA for preparation for or attendance at meetings of the Board or at any committee created by the Board.

ARTICLE 9 OFFICERS

9.1 Officers. Officers of the GSA shall be a Chair, Vice Chair, Secretary, Auditor and Treasurer. Additional officers may be appointed by the Board as it deems necessary.

- (a) Chair. The Chair shall preside at all meetings of the Board of Directors.
- (b) Vice Chair. The Vice Chair shall exercise all powers of the Chair in the Chair's absence or inability to act.
- (c) Secretary. The Secretary shall keep minutes of the Board of Director meetings.
- (d) Auditor and Treasurer. The Treasurer and Auditor shall perform such duties and responsibilities specified in Government Code §§ 6505.5 and 6505.6.

9.2 Appointment of Officers. Officers shall be elected annually by, and serve at the pleasure of, the Board of Directors. Officers shall be elected at the first Board meeting, and thereafter at the first Board meeting following January 1st of each year. A Director appointed by Santa Barbara shall be designated as the Chair Pro Tem to preside at the initial meeting of the Board until a Chair is elected by the Board. An Officer may serve for multiple consecutive terms, with no term limit. Any Officer may resign at any time upon written notice to the Board, and may be removed and replaced by the Board. Notwithstanding the foregoing, the Treasurer and Auditor shall be appointed in the manner specified in Government Code §§ 6505.5 and 6505.6. Until such time as the Board determines otherwise, the GSA's Treasurer shall be the Treasurer of Santa Barbara.

9.3 Principal Office. The principal office of the GSA shall be established by the Board of Directors, and may thereafter be changed by the Board.

ARTICLE 10 EXECUTIVE DIRECTOR

10.1 Appointment. The Board may appoint an Executive Director or other designated manager ("Executive Director") of the GSA, who may, but need not be, an officer, employee, or representative of one of the Members.

10.2 Compensation. The Executive Director's compensation shall be determined by the Board.

10.3 Duties. The Executive Director shall serve at the pleasure of the Board and shall be responsible to the Board for the property and efficient administration of the GSA. The Executive Director shall have the powers designated by the Board, or otherwise as set forth in the Bylaws.

10.4 Termination. The Executive Director shall serve until he/she resigns or the Board terminates his/her appointment.

ARTICLE 11 GSA DIRECTOR MEETINGS

11.1 Initial Meeting. The initial meeting of the GSA Board of Directors shall be called by Santa Barbara and held within the boundaries of the Basin, within sixty (60) days of the Effective Date of this Agreement.

11.2 Time and Place. The Board of Directors shall meet at least quarterly, at a date, time and place set by the Board within the Basin, and at such other times as may be determined by the Board. Meetings may be held via teleconferencing to the extent allowed by law and teleconferenced meetings shall be conducted in accordance with the Ralph M. Brown Act (Government Code §§ 54950 *et seq.*).

11.3 Special Meetings. Special meetings of the Board of Directors may be called by the Chair or by a simple majority of Directors, in accordance with the Ralph M. Brown Act (Government Code §§ 54950 *et seq.*).

11.4 Conduct. All meetings of the Board of Directors, including special meetings, shall be noticed, held, and conducted in accordance with the Ralph M. Brown Act (Government Code §§ 54950 *et seq.*).

11.5 Local Conflict of Interest Code. The Board of Directors shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code §§ 81000 *et seq.*).

ARTICLE 12 VOTING

12.1 Quorum. A quorum of any meeting of the Board of Directors shall consist of a majority of the Directors. In the absence of a quorum, any meeting of the Directors may be adjourned by a vote of the simple majority of Directors present, but no other business may be transacted.

12.2 Director Votes. Voting by the Board of Directors shall be made on the basis of one vote for each Director weighted as follows:

- (a) Directors representing CBWD- each Director's vote shall be weighted by 6.667%;
- (b) Director representing CCSD- Director's vote shall be weighted by 11.111%;
- (c) Director representing Kern- Director's vote shall be weighted by 11.111%;
- (d) Director representing San Luis Obispo- Director's vote shall be weighted by 11.111%;
- (e) Directors representing Santa Barbara- each Director's vote shall be weighted by 11.111%; and
- (f) Director representing Ventura- Director's vote shall be weighted by 11.111%.

A Director, or an Alternate Director when acting in the absence of his/her Director, may vote on all matters of GSA business unless disqualified.

12.3 Decisions of the Board

- (a) Majority Approval. Except as otherwise specified in this Agreement, all decisions of the Board of Directors shall require the affirmative vote of more than 50% of the weighted vote total in accordance with Article 12.2, provided that if a Director is disqualified from voting on a matter before the Board because of a conflict of interest and no Alternate Director is present in the Director's place or if the Alternate Director is also disqualified because of a conflict of interest, that Director shall be excluded from the calculation of the total number of Directors that constitute a majority.
- (b) Supermajority Approval. Notwithstanding the foregoing, 75% of the weighted vote total in accordance with Article 12.2 shall be required

to approve any of the following: (i) the annual budget; (ii) the GSP for the Basin and any substantive amendment thereto; (iii) any stipulation to resolve litigation; (iv) addition of new Members pursuant to Article 6.2 (New Members); (v) establishment and levying any fee, charge or assessment; (vi) adoption or amendment of Bylaws; or (vii) selection of consultant to prepare the GSP.

ARTICLE 13 BYLAWS

13.1 The Board of Directors may approve and amend, as needed, bylaws for the GSA.

ARTICLE 14 ACCOUNTING PRACTICES

14.1 General. The Board of Directors shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The GSA shall maintain strict accountability of all funds and a report of all receipts and disbursements of the GSA. The GSA shall hire an independent auditor to audit its funds and accounts as required by law.

14.2 Fiscal Year. Unless the Board of Directors decides otherwise, the fiscal year for the GSA shall run from July 1st to June 30th.

14.3 Records. The books and records of the GSA shall be open to inspection by the Members.

ARTICLE 15 BUDGET AND EXPENSES

15.1 Budget. The Board of Directors shall adopt an annual budget for the GSA.

15.2 GSA Funding and Contributions.

- (a) For the purpose of funding the expenses and ongoing operations of the GSA, the Board of Directors shall maintain a funding account in connection with the annual budget process.
- (b) The GSA shall pursue and apply for grants and/or loans to fund a portion of the cost of developing and implementing the GSP as the Board shall direct.
- (c) The Board of Directors may fund the GSA and the GSP as provided

in SGMA at Water Code § 10730 *et seq.*, from voluntary Member contributions, and/or from any other means allowable by law.

15.3 Return of Contributions. In accordance with Government Code § 6512.1, repayment or return to the Members of all or any part of any contributions made by Members and any revenues by the GSA may be directed by the Board of Directors at such time and upon such terms as the Board of Directors may decide; provided that (1) any return of contributions shall be made in proportion to the contributions paid by each Member to the GSA, and (2) any capital contribution paid by a Member voluntarily, and without obligation to make such capital contribution pursuant to Article 15.2 (GSA Funding and Contributions), shall be returned to the contributing Member, together with accrued interest at the annual rate published as the yield of the Local Agency Investment Fund administered by the California State Treasurer, before any other return of contributions to the Members is made. The GSA shall hold title to all funds and property acquired by the GSA during the term of this Agreement.

15.4 Issuance of Indebtedness. The GSA may issue bonds, notes or other forms of indebtedness, provided such issuance is approved at a meeting of the Board of Directors by 100% of the weighted vote total in accordance with Article 12.2.

ARTICLE 16 LIABILITIES

16.1 Liability. In accordance with Government Code § 6507, the debts, liabilities and obligations of the GSA shall be the debts, liabilities and obligations of the GSA alone, and not the Members.

16.2 Indemnity. The GSA, and those persons, agencies and instrumentalities used by it to perform the function authorized herein, whether by contract, employment or otherwise shall be exclusively liable for any injuries, costs, claims, liabilities, damages or whatever kind arising from or related to activities of the GSA. The GSA agrees to indemnify, defend and hold harmless each Member, their respective governing boards, officers, officials, representatives, agents and employees from and against any and all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, damages, judgments, expenses or costs, including but not limited to attorney's fees, and/or liabilities arising out of or attributable to the GSA or this Agreement ("Claims").

Funds of the GSA may be used to defend, indemnify, and hold harmless the GSA, each Member, each Director and Alternate Director, and any officers, officials, agents or employees of the GSA for their actions taken within the course and scope of their duties while acting on behalf of the GSA against any such Claims.

The Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities, obligations or Claims of the GSA, except as may be specifically provided for in Government Code § 895.2. Provided, however, if any Member(s) of the GSA are, under such applicable law, held liable for the acts or omissions of the GSA, such parties shall be entitled to contribution from the other Members so that after said contributions each Member shall bear an equal share of such liability.

16.3 Insurance. The GSA shall procure appropriate policies of insurance providing coverage to the GSA and its Directors, officers and employees for general liability, errors and omissions, property, workers compensation, and any other coverage the Board deems appropriate. Such policies shall name the Members as additional insureds.

ARTICLE 17 WITHDRAWAL OF MEMBERS

17.1 Unilateral Withdrawal. Any Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon sixty (60) days written notice to the Executive Director and all other Members.

17.2 Rescission or Termination of GSA. This Agreement may be rescinded and the GSA terminated by unanimous written consent of all Members, except during the outstanding term of any GSA indebtedness.

17.3 Effect of Withdrawal or Termination. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all liabilities and obligations of the GSA required of the Member pursuant to terms of this Agreement, but only to the extent that the liabilities and obligations were incurred or accrued prior to the effective date of such termination or withdrawal and are the individual Member's liabilities and obligations as opposed to the GSA's obligation and liabilities in accordance with Article 16. Any Member who withdraws from the GSA shall have no right to participate in the business and affairs of the GSA or to exercise any rights of a Member under this Agreement or the Joint Exercise of Powers Act, and shall not share in distributions from the GSA. Notwithstanding the foregoing, nothing contained in this Article 17.3 shall be construed as prohibiting a Member that has withdrawn from the GSA to become a separate groundwater sustainability agency within its jurisdiction.

17.4 Return of Contribution. Upon termination of this Agreement, where there will be a successor public entity which will carry on the functions of the GSA and assume its assets, the assets of the GSA shall be transferred to the successor public entity. If there is no successor public entity which will carry on the functions of the GSA, then any surplus money on-hand shall be returned to the Members in proportion to their contributions made. The Board of Directors shall first offer any property, works, rights and interests of the GSA for sale to the Members on terms and conditions determined by the Board of Directors. If no such sale to Members is consummated, the Board of

Directors shall offer the property, works, rights, and interest of the GSA for sale to any non-member for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to their contributions made.

ARTICLE 18 MISCELLANEOUS PROVISIONS

18.1 Notices. Notices to a Member shall be sufficient if delivered to the clerk or secretary of the respective Member's governing board or at such other address or to such other person that the Member may designate in accordance with this Article. Delivery may be accomplished by personal delivery or with postage prepaid by first class mail, registered or certified mail or express courier.

18.2 Amendments to Agreement. This Agreement may be amended or modified at any time only by subsequent written agreement approved and executed by all of the Members.

18.3 Agreement Complete. The foregoing constitutes the full and complete Agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

18.4 Severability. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable federal law or any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions hereof shall not be affected thereby, provided however, that if the remaining parts, terms, or provisions do not comply with the Joint Exercise of Powers Act, this Agreement shall terminate.

18.5 Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of the Agreement as to the remaining Members shall not be affected thereby.

18.6 Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

18.7 Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors of the Members.

18.8 Dispute Resolution. In the event that any dispute arises among the Members relating to this Agreement, the Members shall attempt in good faith to resolve the controversy through informal means. If the Members cannot agree upon a resolution of the controversy, the dispute may be submitted to mediation prior to commencement of any legal action, if agreed to by all Members. The mediation shall be no more than a

full day (unless agreed otherwise among the Members) and the cost of mediation shall be paid in equal proportion among the Members.

18.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

18.10 Singular Includes Plural. Whenever used in this Agreement, the singular form of any term includes the plural form and the plural form includes the singular form.

18.11 Member Authorization. The governing bodies of the Members have each authorized execution of this Agreement and all signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities stated herein and on behalf of the Members.

18.12 No Third Party Beneficiary. Except as expressly set forth herein, this Agreement is not intended to benefit any person or entity not a party hereto.

IN WITNESS WHEREOF, the Members have executed this Agreement to be effective on the date executed by the last Member as noted on Page 1.

ATTEST:

Clerk of the District

**CUYAMA BASIN WATER
DISTRICT:**

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors

Date: _____

Address:

ATTEST:

Clerk of the Board

**CUYAMA COMMUNITY SERVICE
DISTRICT:**

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors

Date: _____

Address:

ATTEST:
Clerk of the Board

COUNTY OF KERN:

By: _____
Secretary

By: _____
Chair, Board of Supervisors

Date: _____

Address:

ATTEST:
Clerk of the Board

COUNTY OF SAN LUIS OBISPO:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

Address:

**APPROVED AS TO LEGAL FORM
AND EFFECT**
Rita L. Neal
County Counsel

By:  5-2-2017
Deputy County Counsel

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board, Ex Officio Clerk of
the Santa Barbara County Water Agency

By: _____
Deputy Clerk

Address: _____

**SANTA BARBARA COUNTY
WATER AGENCY:**

By: _____
Joan Hartmann, Chair
Board of Directors

Date: _____

RECOMMENDED FOR APPROVAL:

Santa Barbara County Water Agency

By: _____
Scott D. McGolpin
Public Works Director

APPROVED AS TO FORM:

Risk Management
Ray Aromatorio, ARM, AIC

By: _____
Risk Management

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy

ATTEST:

Clerk of the Board

COUNTY OF VENTURA:

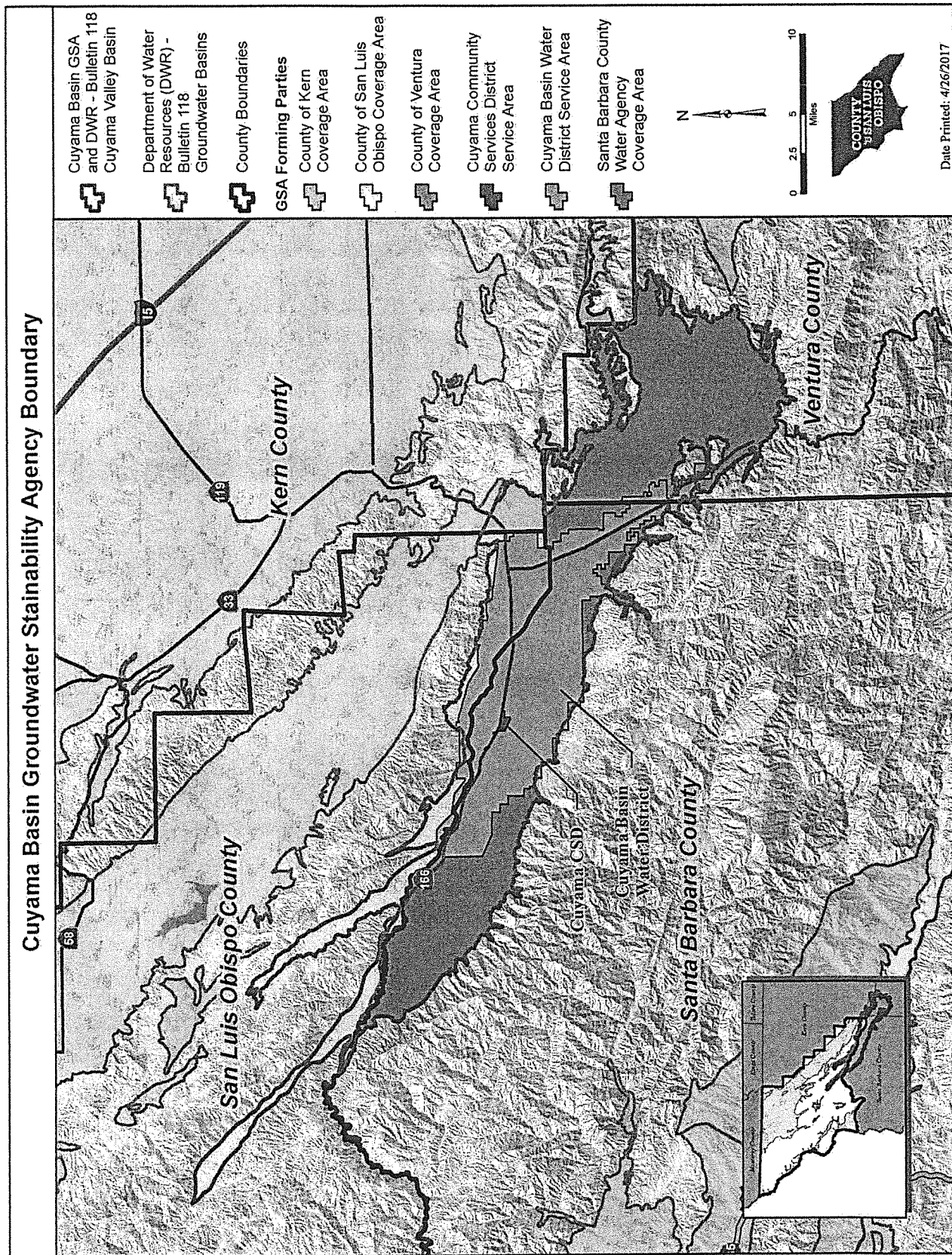
By: _____
Secretary

By: _____
Chair, Board of Supervisors

Date: _____

Address:

EXHIBIT B





**BOARD MINUTES
BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA**

**SUPERVISORS STEVE BENNETT, LINDA PARKS,
KELLY LONG, PETER C. FOY AND JOHN C. ZARAGOZA
June 6, 2017 at 2:30 p.m.**

**Public Hearing Regarding a Joint Powers Agreement to Form a Groundwater Sustainability Agency to Manage the Cuyama Valley Groundwater Basin; Adoption of the Resolution Authorizing the County to Enter a Joint Powers Agreement Creating the Cuyama Basin Groundwater Sustainability Agency and Appointment of a Director and Alternate Director of the Cuyama Basin Groundwater Sustainability Agency.
(Public Works Agency)**

- (X) All Board members are present.
- (X) The Board holds a public hearing.
- (X) The following persons are heard: Glenn Shephard, Byron Albano, and Jeff Pratt.
- (X) The following document is submitted to the Board for consideration:
(X) Exhibit 2 - Cuyama Valley Basin Maps
- (X) Upon motion of Supervisor Bennett, seconded by Supervisor Parks, and duly carried, the Board hereby approves recommendations and appoints Glenn Shephard as the Director and Arne Anselm as the Alternate Director.

I hereby certify that the annexed instrument is a true and correct copy of the document which is on file in this office.

Dated: **MICHAEL POWERS**
Clerk of the Board of Supervisors
County of Ventura, State of California

By: Doni Gurnis
Deputy Clerk of the Board

By: Brian Palmer
Chief Deputy Clerk of the Board

RESOLUTION NO. 17-060

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA AUTHORIZING EXECUTION OF JOINT POWERS AGREEMENT TO CREATE THE CUYAMA BASIN GROUNDWATER SUSTAINABILITY AGENCY AND APPOINTING DIRECTOR(S) TO CBGSA BOARD

WHEREAS, California enacted the Sustainable Groundwater Management Act of 2014 (California Water Code § 10720 et seq., SGMA), which authorizes local agencies to manage groundwater in a sustainable fashion; and

WHEREAS, pursuant to the SGMA, sustainable groundwater management is intended to occur pursuant to Groundwater Sustainability Plans (GSP) that are created and adopted by local Groundwater Sustainability Agencies (GSA); and

WHEREAS, pursuant to Water Code §10723(a), a Local Agency or combination of Local Agencies, as defined in Water Code §10721(n), may decide to become or form a Groundwater Sustainability Agency; and

WHEREAS, the Cuyama Basin Water District, the Cuyama Community Services District, the County of Kern, the County of San Luis Obispo, the Santa Barbara County Water Agency, and the County of Ventura (Member Agencies) are Local Agencies as defined by the Water Code and wish to enter into the attached proposed Joint Exercise of Powers Agreement (JPA) to create the Cuyama Basin Groundwater Sustainability Agency (CBGSA or GSA) to manage all of the Cuyama Valley Groundwater Basin (basin number 4-3-13 in the California Department of Water Resources CASGEM groundwater basin system (Basin);

WHEREAS, the JPA requires the governing board of the County of Ventura to appoint a Director to the CBGSA Board of Directors;

WHEREAS, a notice of a public hearing to consider whether the County should enter into this JPA Agreement to form the Cuyama Basin Groundwater Sustainability Agency to manage this Basin was duly published pursuant to the requirements of California Government Code §6066; and

WHEREAS, the County held a public hearing on June 6, 2017 to consider whether to enter into the JPA to form the Cuyama Basin GSA to manage all of this Basin;

NOW, THEREFORE, BE IT RESOLVED that the Ventura County Board of Supervisors hereby:

1. Approves the attached JPA to form the Cuyama Basin GSA (Exhibit 1) and authorizes the Chair to execute the JPA on behalf of the County of Ventura;
2. Declares the County's commitment, as a Member Agency to the GSA, to assist the GSA in considering the interests of all beneficial uses and users

of groundwater, as well as those responsible for implementing groundwater sustainability plans, as required by California Water Code §10723.2.

3. Declares the County's commitment, as a Member Agency to the GSA, to assist the GSA in establishing and maintaining a list of persons interested in receiving notices regarding plan preparation, meeting announcements, and availability of draft plans, maps, and other relevant documents, as required by California Water Code §10723.4; and
4. Hereby appoints Glenn Shephard as a Director, and appoints Arne Anselm as an Alternate Director, to the Cuyama Groundwater Sustainability Agency Board of Directors to represent the interests of the County of Ventura on the CBGSA Board.

Upon motion of Supervisor Bennett, seconded by Supervisor Parks, and duly carried, the Board hereby approves and adopts this resolution on the 6th day of June, 2017.


Chair, Board of Supervisors
County of Ventura

ATTEST:

Michael Powers,
Clerk of the Board of Supervisors
County of Ventura, State of California.

By: Don Davis
Deputy Clerk of the Board



**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF KERN, STATE OF CALIFORNIA**

In the matter of:

Resolution No. 2017-108

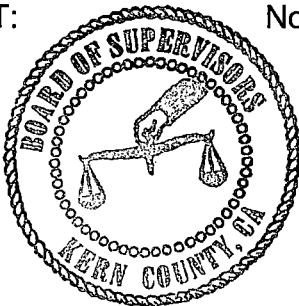
**RESOLUTION ELECTING TO BECOME A
GROUNDWATER SUSTAINABILITY AGENCY
FOR A PORTION OF THE
CUYAMA GROUNDWATER BASIN**

I, KATHLEEN KRAUSE, Clerk of the Board of Supervisors of the County of Kern, do certify that the following resolution, on motion of Supervisor Couch, seconded by Supervisor Gleason, was duly passed and adopted by the Board of Supervisors at an official meeting this 23rd day of May, 2017, by the following vote:

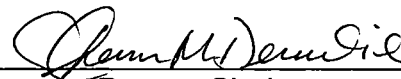
AYES: Gleason, Scrivner, Maggard, Couch, Perez

NOES: None

ABSENT: None



KATHLEEN KRAUSE
Clerk of the Board of Supervisors
County of Kern, State of California


Deputy Clerk

RESOLUTION

Section 1. WHEREAS:

(a) The comprehensive groundwater legislation referred to as the "Sustainable Groundwater Management Act" (SGMA) was signed into law on September 16, 2014 with an effective date of January 1, 2015, and codified at California Water Code sections 10720 et seq.; and

(b) The stated purpose of SGMA, as set forth in California Water Code Section 10720.1, is to provide for the sustainable management of groundwater basins, and subbasins, as defined by the California Department of Water Resources at a local level by providing local water supply, water management and land use agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater; and

(c) SGMA further provides for and anticipates that eligible local agencies overlying basins that are designated by California Department of Water Resources (DWR) as "high or medium priority" will form Groundwater Sustainable Agencies ("GSAs") for the purpose of achieving groundwater sustainability through the adoption and implementation of Groundwater Sustainability Plans ("GSPs"); and

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

(e) The County of Kern falls within the SGMA definition of local agency and it overlies the entirety of the unadjudicated groundwater subbasin known as Cuyama Groundwater Basin (Basin).

(f) The Basin, which is defined in DWR Bulletin 118 as Basin No. 3-13, has been designated as a high priority basin in critical overdraft; and

(g) Many of the express powers set forth in SGMA were previously held exclusively by the County through its constitutionally granted policy power over groundwater and as such the ability of a local water purveyor to now also exercise these powers through the formation of a GSA is a significant expansion of the authorities granted to local water purveyors. Prior to SGMA, the powers and authorities afforded to a local water purveyor were expressly set forth, and limited by, the purveyor's enabling act; and

(h) SGMA anticipates and expressly provides the statutory authorities for GSAs to operate as enterprise funds through the imposition of fees on those that are benefited by the GSA's operations. As such, any initial outlay of general funds by the County may be recouped once the GSA is formed; and

(i) SGMA does not allow a local agency to impose fees or regulatory requirements on activities that are outside of the boundaries of the local agency and therefore in order to ensure uniformity in the implementation of SGMA and its effects on all lands within the Basin the County of Kern should elect to become a GSA or be a member of all GSA's in the Basin; and

(j) Water Code section 10735.2(a) provides that the State Board may designate the Basin as probationary if any portion of the Basin is not covered by a GSA before June 30, 2017; and

(k) Staff has reviewed this matter and determined that this matter is exempt from further CEQA review pursuant CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment and CEQA Guideline section 15378(b)(5) because the matter is an organizational activity that will not result in a direct or indirect physical change in the environment; and

(l) As required by Water Code section 10723(b), the notice of public hearing to consider this election to become a GSA for the Basin was published pursuant to Government Code section 6066 in the Bakersfield Californian; and

(m) On May 9, 2017, the Board of Supervisors approved a Joint Powers Authority (JPA) Agreement with the Cuyama Basin Groundwater Sustainability Agency; and

(n) All members to the JPA Agreement are local agencies, as defined in SMGA, located within the Basin and duly organized and existing under the laws of the State of California; and

(o) On May 23, 2017, the Board of Supervisors properly held the noticed public hearing required by Water Code section 10723(b) at 2:00 p.m. in the Board of Supervisors Chambers.

Section 2. IT IS RESOLVED by the Board of Supervisors of the County of Kern, State of California, as follows:

1. This Board finds that the recited facts are true and that it has the jurisdiction to consider, approve, and adopt this Resolution.

2. This Board incorporates and makes all the findings recommended by staff, whether verbally or in their written reports.

3. This Board finds and determines that the applicable provisions of the California Environmental Quality Act of 1970 ("CEQA"), the State CEQA Guidelines, and the Kern County Guidelines have been observed in conjunction with the hearing and the considerations of this matter and it is exempt from further CEQA review pursuant Sections 15061(b)(3) and 15378(b)(5).

4. As set forth in the DWR's Groundwater Sustainability Agency Frequently Asked Questions dated January 7, 2016, the GSA formed by the County of Kern shall consider the desires of other eligible agencies to join this GSA or form other GSA's with the participation and membership of the County of Kern.

5. As required by Water Code section 10723.2, the GSA formed by the County of Kern shall consider the interests of all beneficial uses and users of groundwater, as well as those that are responsible for implementing groundwater sustainability plans.

6. As required by Water Code section 10723.4, the GSA shall establish and maintain a list of all persons interested in receiving notices regarding the GSP preparation, meetings, announcements, and the availability of draft plans, maps and other relevant documents.

7. Staff is directed to ensure that the notice of GSA formation, and all supporting documentation, is submitted to California Department of Water Resources by no later than June 30, 2017.

8. Staff is further authorized and directed to engage in discussions with other qualified local agencies that wish to be a part of the GSA established herein.

9. The Clerk of this Board shall cause a Notice of Exemption to be filed with the County Clerk.

10. The Clerk of this Board shall transmit copies of this Resolution to the following:

Planning and Natural Resources
County Counsel

Cuyama Basin Water District
c/o Cuyama Valley Family Resources Center
4689 Hwy 166
New Cuyama, CA 93254

COPIES FURNISHED:
<i>See above</i>
<i>6/2/2017</i> <i>(TD)</i>