

MERCY SPRINGS WATER DISTRICT

RESOLUTION NO. 43-19

RESOLUTION AUTHORIZING EXECUTION OF DELTA-MENDOTA SUBBASIN COORDINATION AGREEMENT UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT, AUTHORIZING COST SHARING AGREEMENT, CONFIRMING AUTHORIZATION FOR GSP GROUP REPRESENTATION AND ACTIONS, AND AUTHORIZING RELATED ACTIONS

RECITALS

WHEREAS, in August 2014 the California Legislature passed comprehensive groundwater legislation creating the Sustainable Groundwater Management Act of 2014 ("SGMA"), through which the Legislature intended "to provide local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater" [California Water Code Section 10720(d)]; and

WHEREAS, SGMA anticipates that each affected groundwater basin or subbasin will be regulated separately by one or more Groundwater Sustainability Agencies ("GSAs") and that groundwater sustainability under the Act shall be achieved through Groundwater Sustainability Plans ("GSPs") developed by one or more Groundwater Sustainability Agencies and through coordination of such plans within a basin or subbasin; and

WHEREAS, the Delta-Mendota Subbasin includes multiple individual and multi-agency groundwater sustainability agencies, including participation by the Counties of Merced, Fresno, and Stanislaus, that intend to manage the Delta-Mendota Subbasin through the development and implementation of multiple different groundwater sustainability plans; and

WHEREAS, the Delta-Mendota Subbasin GSAs and individual parties to multiple agency Delta-Mendota Subbasin GSA's have developed a proposed Delta-Mendota Subbasin Coordination Agreement (the "DM Coordination Agreement") to coordinate the multiple groundwater sustainability plans to sustainably manage the Subbasin pursuant to SGMA; and

WHEREAS, the Board of Directors of the Mercy Springs Water District (the "Board" and the "District," respectively) has considered that certain form of Delta-Mendota Subbasin Coordination Agreement (the "DM Coordination Agreement"), a copy of which has been presented to the Board and is on file with the Secretary hereof; and

WHEREAS, the Board also has considered that certain form of Cost Sharing Agreement Delta-Mendota Subbasin Coordination (the "Cost Sharing Agreement"), a copy of which has been presented to the Board and is on file with the Secretary hereof; and

WHEREAS, in order to efficiently coordinate among the large number of GSPs in the Subbasin, the parties to the DM Coordination Agreement intend to organize themselves into groups of GSAs participating in a single GSP, the participants in each GSP Group being identified in Exhibit "A" to the DM Coordination Agreement (each a "GSP Group" and in the plural, "GSP Groups"); and

WHEREAS, in GSP Groups with more than one participating agency, the DM Coordination Agreement provides for fewer than one representative per agency to represent the GSP Group on the DM Coordination Agreement Coordination Committee and requires separate agreements among the agencies within GSP Groups or Sub-Groups containing more than one entity to be developed and implemented by the agencies within such GSP Group or sub-Groups to document authorizations and procedures relating to the DM Coordination Committee; and

WHEREAS, by adopting this Resolution, Mercy Springs Water District confirms its agreement to be represented as part of the North-Central GSP Group by the Coordination Committee Member and Alternate Member that is selected by the Management Committee of the Central DM Region SGMA Services Activity Agreement ("Central DM Region Activity Agreement") to represent this agency's GSA as part of the North-Central GSP Group; and

WHEREAS, by adopting this Resolution, Mercy Springs Water District further desires to document the authority of its respective North-Central GSP Group representative(s) under the Coordination Agreement to take all actions which the Coordination Committee Members are authorized to take by the terms of the DM Coordination Agreement; and

WHEREAS, by adopting this Resolution, Mercy Springs Water District confirms that it has agreed that its GSP Group shall pay the GSP Group's Participation Percentage as set forth on Exhibit "A" to the DM Coordination Agreement;

WHEREAS, Mercy Springs Water District intends to document the separate agreement among agencies in its GSP Group in satisfaction of the requirements of the Coordination Agreement by providing to the Coordination Committee an executed copy of the Second Amendment to the Central DM Region Activity Agreement as soon as such Second Amendment has been finalized and executed.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The matters stated in the recitals above are true and correct, and the Board so finds, orders, and determines.
2. The Board hereby authorizes the President to execute the DM Coordination Agreement in substantially the form presented to the Board, subject to such additions, deletions, and other revisions as the executing officers shall approve prior to execution, and subject to the approval of legal counsel of the District.
3. The Board hereby authorizes the President to execute the Cost Sharing Agreement in substantially the form presented to the Board, subject to such additions, deletions, and other revisions as the executing officers shall approve prior to execution, and subject to the approval of legal counsel.
4. Mercy Springs Water District confirms its agreement to be represented as part of the North-Central GSP Group by the Coordination Committee Member and Alternate Member that is selected by the Management Committee of the Central DM Region SGMA Services Activity Agreement to represent Mercy Spring's GSA as part of the North-Central GSP Group and hereby authorizes such individual Coordination Committee Member and Alternate Member to take the actions authorized under the DM Coordination Agreement on behalf of Mercy Springs as part of

its respective GSP Group; subject to replacement of such appointees in accordance with further direction from the Management Committee of the Central DM Region SGMA Services Activity Agreement.

5. Mercy Springs Water District acknowledges that its GSP Group is obligated pay such GSP Group's Participation Percentage as set forth on Exhibit "A" to the DM Coordination Agreement, and that Pacheco shall be liable under a separate agreement for its allocated portion thereof, as such Participation Percentage may be modified from time to time.
6. The General Manager, or such other District employee or consultant as the General Manager may designate, is further authorized and directed to take such additional steps, and to execute such additional documents, as may be required or reasonably necessary to the completion of actions specifically authorized by this Resolution, subject to the budgets and approvals as set forth in the respective documents.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Mercy Springs Water District at an adjourned regular meeting thereof held on the 23th of August, 2019, by the following vote:

Ayes:	Gleason, Cadena, Linneman
Nays:	None
Abstain:	None
Absent:	None



Michael Linneman, President
Mercy Springs Water District

Attest:



Ara Azhderian, Secretary
Mercy Springs Water District

**CERTIFICATE OF SECRETARY
OF
MERCY SPRINGS WATER DISTRICT
A California Water District**

I, Ara Azhderian, do hereby certify that I am the duly authorized and appointed Secretary of the Mercy Springs Water District, a California Water District (the "District"); that the preceding is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District on the 23rd day of August, 2019; and that said resolution has not been rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this 23rd day of August, 2019.



Ara Azhderian, Secretary
Mercy Springs Water District