SOUTHEAST SACRAMENTO COUNTY AGRICULTURAL WATER AUTHORITY BOARD MEETING AGENDA

TUESDAY, APRIL 8, 2025 9:30 AM 12746 IVIE ROAD HERALD, CA 95638

OPENING:

- 1. Call Meeting to Order
- 2. Roll call
- 3. Public Comment comments are limited to 3 minutes for each presenter (Comments will be received at this time for any items not on the agenda but are in purview of the Boards jurisdiction)

CONSENT ITEMS:

- 1. Approve Agenda
- 2. Minutes (1/7/25)
- 3. Treasurer's Report Approval of Bills

INFORMATION/ACTION ITEMS:

(Comments will be received after board discussion of each item listed below. Comments limited to 3 minutes or discretion of the Chair)

- 1. Sustainable Groundwater Management Act (SGMA)
 - a. Cosumnes Basin update
- 2. Staffing of SSCAWA
- 3. Clay Water District possible withdrawal
- 4. DWR Stream Gauge update
- 5. Review of SSCAWA Strategic Plan
- 6. Budget for 2025-26
- 7. Director Comments
- 8. Adjourn

Southeast Sacramento County Agricultural Water Authority Board Meeting Minutes January 7, 2025

Opening:

- 1. The SSCAWA meeting was called to order by Vice Chairman Mulrooney at 9:50 a.m. at the Herald Firehouse, Herald, California.
- 2. Members present were John Mulrooney, Pat Kirby, Mark Stretars, Paul Hensleigh, Gary Silva Jr. and Leo VanWarmerdam (9:50). Also present were Mike Wackman, Wendy Sparrowk, Cameron Crouch, Tony Merola, Teresa Flewellyn and Tish Espinosa.
- 3. Public Comment Nothing to report.

Consent Items:

1. The agenda for the meeting was reviewed. The minutes for the 10/8/24 meeting were reviewed. The Treasurer's Report and bills since the last meeting were reviewed. A motion was made by Director Kirby to approve the Agenda, Minutes, TR, and bills; motion second by Director Stretars; motion approved 6/0/3.

Information / Action Items:

- 1. Sustainable Groundwater Management Act
 - a. Cosumnes Basin update CGA is asking for annual updates from each GSA for 2024. EKI is gathering the information for this year 4 update. CWD reported that no irrigated crops have been taken out this year while both GID and SHRCD have had crop removals. Efforts will be made for changes/amendments to the PMAs for the year 5 update which may be pushed into year 6. CGA is working on moving forward with goal setting headed by Lindsey Liebig. CGA needs to be added to the Form 700 Conflict of Interest for District representatives. Teresa Flewellyn represented the Outreach Committee by informing the Directors of an upcoming appreciation event in Herald for all growers in the area. This will include the water efficiency program.
- 2. DWR Stream Gauge grant update Mike Wackman gave a review of the stream gage grants of SSCAWA members. OHWD was approved for 2 updates and 1 new gage, CWD approved for 1 new gage and GID approved for 1 new gage and pending 1 new gage.
- 3. Other Business Mike Wackman discussed the quality of Harvest water and explained the Sacramento Sewer Agency/SCGA resolution that states if contracting Harvest surface water the landowner does not lose the right to pump groundwater. Other toilet-to-tap water projects were discussed. Mike Wackman reviewed the OHWD grant projects along the Cosumnes River.
- 4. Director Comments Nothing to report.

With no further business, the meeting was adjourned at 10:36 a.m.

Leo VanWarmerdam, Chairman

Southeast Sacramento Agricultural Water Authority Treasurer's Report

April 8, 2025

Checking Account: Farmers and Merchants Bank
Beginning Account Balance: January 7, 2025
Receipts:

2nd Qtr. Installments \$1,500.00 3rd Qtr Installments \$2,256.00

Total Available \$57,930.46

Bills included in Expenses:

Mike Wackman-February,March,April \$1,500.00
Wendy Sparrowk-February,March,April \$1,200.00
Communications/website-Ooma \$112.42

Total Expenses \$2,812.42

Total Funds Available As Of April 8, 2025

\$55,118.04

\$54,174.46

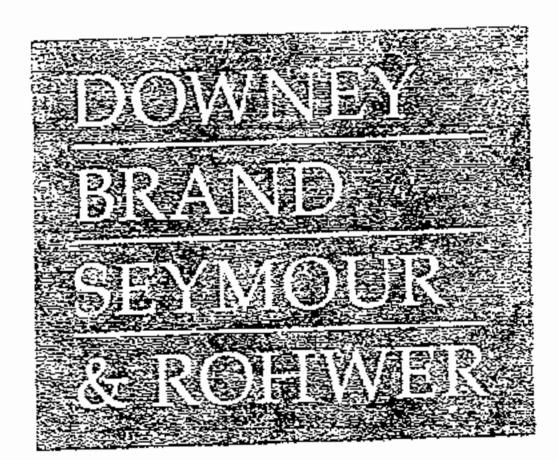
Outstanding A/P invoices:

Total Outstanding A/P \$0.00

Outstanding A/R invoices:

\$0.00

Total Outstanding A/R \$0.00



ATTORNEYS * LLP ESTABLISHED 1926

555 CAPITOL MALL
10TH FLOOR
SACRAMENTO. CA 95814-4686
TELEPHONE (916) 441-0131
FAX (916) 441-4021



June 24, 2002

Wendy Sparrowk P.O. Box 187 Herald, CA 95638

Re: Original signed copies

Dear Wendy:

Enclosed are original signed copies of the following documents:

- First Amended and Restated Joint Exercise of Powers Agreement for the Southeast Sacramento County Agricultural Water Authority,
- A Resolution by the Board of Directors of the Southeast Sacramento County Agricultural Water Authority for the Administrative Organization of the Authority,
- A Resolution by the Board of Directors of Galt Irrigation District Approving the First Amended and Restated Joint Exercise of Powers Agreement for the Southeast Sacramento County Agricultural Water Authority.

Please provide a resolution number for the Resolution by the Board of Directors of Galt Irrigation District.

I have also included a copy of the Notice of Joint Powers Agreement that we prepared and sent to the Secretary of State in accordance with California Government Code Section 6503.5.

Please call if you have any questions.

Very truly yours,

DOWNEY, BRAND, SEYMOUR & ROHWER LLP

Anita Starchman Bryant

Enclosures

457409.1



State of California Bill Jones Secretary of State

FILE NO.

NOTICE OF A JOINT POWERS AGREEMENT

(Government Code Section 6503.5 or 6503.7)

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- 1. Complete and mail to: Secretary of State, P.O. Box 944225, Sacramento, CA 94244-2250 (916) 653-3984
- 2. Include filing fee of \$1.00.
- 3. Do not include attachments, unless otherwise specified.

The name of the agency or entity created under the agreement and responsible for the administration of the agreement
is: Southeast Sacramento County Agricultural Water Authority
Mailing Address: P.O. Box 187, Herald, CA 95638
Provide a short title of the agreement if applicable: <u>First Amended and Restated Joint Exercise</u>
of Powers Agreement for the Southeast Sacramento County Agricultural
Water Authority
The public agencies party to the agreement are:
(1) Galt Irrigation District (Galt)
(2) Omochumne-Hartnell Water District (OHWD)
(3) Clay Water District (Clay)
If more space is needed, continue on a separate sheet and attach it to this form.
The effective date of the agreement is: May 14, 2002
Provide a condensed statement of the agreement's purpose or the powers to be exercised: <u>to create a</u>

adopt and implement a coordinated groundwater management plan pursuant to California Water Code Section 10755.2

unified voice to advocate and respond to legislative, regulatory and

policy matters of importance to the groundwater basin underlying Galt,

OHWD and Clay. To provide for the joint exercise of powers to develop,

Signature

Kevin M. O'Brien, JPA Counsel

Typed Name and Title

Date

FIRST AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT for the SOUTHEAST SACRAMENTO COUNTY AGRICULTURAL WATER AUTHORITY

THIS AGREEMENT is made and entered into this 14th day of May, 2002, pursuant to the Joint Exercise of Powers Act, California Government Code §§ 6500, et seq., by and between

Galt Irrigation District ("Galt"), Omochumne-Hartnell Water District ("OHWD"), Clay Water District ("Clay"),

as the First Amendment of that certain "Joint Exercise of Powers Agreement for the Adoption and Implementation of a Coordinated Groundwater Management Plan," ("JPA for GMP") dated February 4, 1997.

Galt, OHWD and Clay are hereinafter collectively referred to as the "Parties" or "Members." The terms "Parties" or "Members" shall also include any additional Parties that join in this Agreement, but shall exclude any Parties that withdraw from this Agreement in accordance with its terms.

RECITALS

This Agreement is made with reference to the following facts:

- 1. Galt is an irrigation district created and existing pursuant to the Irrigation District Law (California Water Code §§ 20500 et seq.).
- 2. OHWD and Clay are California Water Districts created and existing pursuant to the California Water District Law (California Water Code §§ 34000, et seq.).
- 3. On February 4, 1997, Galt, OHWD, and Clay executed the "Joint Exercise of Powers Agreement for the Adoption and Implementation of a Coordinated Groundwater Management Plan" ("JPA for GMP").
- 4. The landowners within Galt, OHWD, and Clay are dependent on the groundwater basin underlying the Galt, OHWD and Clay Districts ("Basin") to meet their irrigation and domestic water needs.
- 5. Galt, OHWD, and Clay desire to form a joint powers authority and to enter into a joint exercise of powers agreement in order to achieve the following goals:
- (a) Create a unified voice to advocate and respond to legislative, regulatory and policy matters of importance to the Basin.

- (b) Develop a process for Members to discuss, prioritize and act on matters of priority and interest relating to management of the Basin.
- (c) Adopt and implement a coordinated groundwater management plan for the Basin, in accordance with California Water Code section 10755.2.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE I DEFINITIONS

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

- (a) "Agreement" -- Shall mean the First Amended and Restated Joint Exercise of Powers Agreement for the Southeast Sacramento County Agricultural Water Authority.
- (b) "Authority" -- Shall mean the Southeast Sacramento County Agricultural Water Authority, being the separate public entity created by this Agreement.
- (c) "Basin" -- Shall mean the groundwater basin underlying the Galt, OHWD and Clay Districts.
- (d) "Board of Directors" or "Board" -- Shall mean the governing body of the Authority as established in Article IV, section 4.2 of this Agreement.
- (e) "Bonds" -- Shall mean any bonds, loans, notes or other evidences of indebtedness of the Authority (excluding warrants and checks), authorized and issued pursuant to the Law.
- (f) "Budget" -- Shall mean the approved budget applicable to the expenses of the Authority.
 - (g) "Clay" -- Shall mean the Clay Water District.
 - (h) "Director" -- Shall mean a member of the Board of Directors.
- (i) "Fiscal Year" -- Shall mean an accounting period running from July 1 through June 30 of each year.
 - (j) "Galt" -- Shall mean the Galt Irrigation District.

- (k) "JPA for GMP" -- Shall mean the Joint Exercise of Powers Agreement for the Adoption and Implementation of a Coordinated Groundwater Management Plan dated February 4, 1997, superseded by this Agreement.
- (1) "Law" or "The Law" -- Shall mean the Joint Exercise of Powers Act, being Chapter 5 of Subdivision 7 of Title 1 of the Government Code of the State of California (sections 6500, et seq.).
- (m) "Members" -- Shall mean each entity that becomes a Party to this Agreement, accepting the rights, responsibilities and obligations of the Authority hereunder, including any entity executing an addendum to this Agreement as hereinafter provided.
- (n) "Member Vote" -- Shall mean a majority vote of the governing board of a Member, and shall constitute one Member's vote.
 - (o) "OHWD" -- Shall mean the Omochumne-Hartnell Water District.
- (p) "Operating Rules and Regulations" -- Shall mean rules, regulations, policies, bylaws and procedures governing the operation of the Authority, adopted by the Authority.
- (q) "Supermajority Vote" -- Shall mean the vote required of the Members in order to take the actions described in Article IV, section 4.2 of this Agreement. A majority vote of the governing board of a Member shall constitute one Member's vote. If there are three Members of the Authority, a Supermajority Vote shall require at least two Member Votes (a two-thirds (2/3) vote). If there are four Members of the Authority, a Supermajority Vote shall require at least three Member Votes (a three-fourths (3/4) vote). If there are five Members of the Authority, a Supermajority Vote shall require at least four Member votes (a four-fifths (4/5) vote).

ARTICLE II GENERAL PROVISIONS

- Section 2.1 Incorporation of Recitals. The foregoing recitals are hereby incorporated by reference.
- Section 2.2 Certification. Each signatory to this Agreement certifies and declares that it is a public agency (as defined in Government Code section 6500) that is authorized to be a Party to a joint exercise of powers agreement and contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with section 6500.
- Section 2.3 Superseded Agreement. The Joint Exercise of Powers Agreement for the Adoption and Implementation of a Coordinated Groundwater Management Plan dated February 4, 1997, is superseded in its entirety by this Agreement.

Section 2.4 Delegation and Assignment. The Members delegate and assign to the Authority all rights and obligations of the Members with respect to the implementation of any groundwater management plans previously adopted by the Members, singularly or collectively, pursuant to California Water Code section 10750 *et seq*.

ARTICLE III CREATION OF THE AUTHORITY

Section 3.1 Creation. There is hereby created, pursuant to the Law, a public entity to be known as the "Southeast Sacramento County Agricultural Water Authority." The Authority shall be a public entity separate from the Members.

Section 3.2 Term. This Agreement shall be effective from the date first above-written and shall remain in effect until dissolved pursuant to Article IX or pursuant to mutual agreement of all Members; provided however, that either the Authority (if not terminated pursuant to Article IX) or its successor (if the Authority is terminated pursuant to Article IX) shall continue to exist for the purposes of: disposing of all claims, payment of debt services with respect to Bonds which have been issued or which have been authorized for issuance and satisfaction of other covenants contained in the resolution and trust indenture relating to said Bonds, reimbursement owed to financial institutions which have secured such Bonds or other parties advancing funds to the Authority and, satisfaction of other covenants contained in reimbursement agreements with such financial institutions and distribution of assets and all other functions necessary to conclude the affairs of the Authority.

Section 3.3 Boundaries of the Authority. The geographic boundaries of the Authority shall be coextensive with those of the Members.

Section 3.4 Purpose. The purpose of this Agreement is to provide for the joint exercise, through the Authority, of powers common to each of the Members to develop, adopt and implement a coordinated groundwater management plan for the Basin pursuant to California Water Code section 10755.2 in furtherance of the following objectives:

- (a) To facilitate implementation of Basin conjunctive use.
- (b) To mitigate conditions of Basin groundwater overdraft.
- (c) To replenish Basin groundwater extractions.
- (d) To mitigate any Basin groundwater contamination migration.
- (e) To develop relationships with State and Federal agencies.
- (f) To develop a public outreach and education program.

- Section 3.5 Powers. In fulfillment of the stated goals and purposes, the Authority shall have and may exercise any powers within or outside the boundaries of the Authority as permitted by law from time to time in the manner hereinafter set forth. Such powers shall include, but not be limited, to the power in the Authority's own name to do any of the following:
 - (a) To make and enter contracts necessary to the full exercise of its power.
- (b) To contract for the services of engineers, attorneys, planners, financial consultants, biologists, environmental consultants, accountants and other consultants, and separate and apart therefrom, to employ such other persons as it deems necessary.
- (c) To employ such other persons as it deems necessary to accomplish its duties and powers. Any employee may be on a full-time, part-time or consulting basis, as the Board determines.
- (d) To exercise jointly the common powers of its Members in studying, planning and implementing ways and means to provide reasonable and financially-feasible projects, programs and cooperative operations activities for Members.
- (e) To obtain such information relating to the Basin as any of its Members is entitled to obtain.
- (f) To investigate and advise its Members with respect to legislation and proposed legislation affecting the Basin and to make appearances on behalf of its Members regarding such matters.
- (g) To act as a central point for the collection and dissemination of information involving the Basin and related matters.
- (h) To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including, without limitation, investor-owned utilities), and persons, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Authority.
- (i) To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, gifts, contributions, donations or other aid from any agency of the United States of America, the State of California or other public or private person or entity necessary for the Authority's full exercise of its powers.
- (j) To acquire, by eminent domain or otherwise, and to hold and dispose of property necessary to the full exercise of its powers, and, subject to the limitations set forth herein, to dispose of property and any other assets.
- (k) Subject to the limitations set forth herein, to incur debts, liabilities or obligations, to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness, to pledge, mortgage, assign, encumber and hypothecate

assets and revenues of the Authority, to assess Members, to impose and collect user fees and charges and to enter into leases, installment sales and installment purchase contracts, all as hereinafter provided.

- (1) To sue and be sued in its own name.
- (m) To provide for the prosecution of, defense of, or other participation in actions or proceedings at law or in public hearings in which it may have an interest and may employ counsel and other expert assistance for these purposes.
 - (n) To appoint agents;
- (o) To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority ("Operating Rules and Regulations").
- (p) To accumulate reserve funds for the purposes herein mentioned and to invest funds of the Authority not currently needed for its operations, in the manner and subject to the laws of California.
 - (q) To recommend changes to this Agreement to the Members.
- (r) To perform all acts necessary or proper to carry out fully the purposes of this Agreement.
- (s) To exercise all other powers necessary and incidental to the implementation of the powers set forth herein.

ARTICLE IV INTERNAL ORGANIZATION

Section 4.1 Membership. The Members of the Authority shall be the entities which have executed, hereafter execute, or hereafter amend this Agreement, and which have not withdrawn from the Authority as herein provided.

Section 4.2 Governing Body

(a) Members on the Board of Directors. The business of the Authority shall be conducted by a Board of Directors consisting of three Directors appointed by each of the Members. Each Director of the Authority shall be a member of the governing board of the appointing Member for the duration of his or her term as a Director of the Authority. Each Director shall serve a four-year term; provided, however, that the initial terms will be divided between the three directors appointed by each of the Members as follows: two Directors will serve four-year terms and one Director will serve a two-year term. Such staggered terms shall be established by lot at the organizational meeting of such Members or in such other manner as the Board of Directors may determine by majority vote. Thereafter, each Director shall serve a four-

year term. Each Director shall hold office until his or her successor is elected and qualifies for office, unless earlier removed by the governing board of the appointing Member. Each Director may be appointed to serve one or more additional four-year terms at the discretion of the appointing Member.

(b) Notification of Appointment to Board of Directors. Each Member shall notify the Authority in writing of its designated representatives on the Board of Directors.

(c) Officers.

- Board Chairperson and Vice-Chairperson. A Board Chairperson and Vice-Chairperson shall be elected from the membership of the Board, and shall hold office for a period of one year commencing on or about July 1 of each year; provided however, that the first Chairperson and Vice-Chairperson shall hold office from the date of their appointment to June 30 of the ensuing year, or until their successors take office, whichever is later; and provided, however, that the office shall be declared vacant if the person serving dies, resigns, or is removed by his or her Member as its representative on the Authority, or if his or her Member withdraws from this Agreement pursuant to any of the provisions hereof. The Vice-Chairperson will serve as Board Chairperson in the Board Chairperson's absence.
- Secretary. The Board shall appoint a Secretary, who shall be responsible for keeping and providing to all Members a copy of the minutes of all meetings of the Board and all other official records of the Authority. The Secretary may also be the Treasurer. The Secretary need not be a member of the governing board of a Member. The compensation of the Secretary shall be set by the Board.
- Treasurer. The Board shall appoint a Treasurer of the Authority from among the officers or employees of the Authority, who shall be the depositary of funds and shall have custody of all money of the Authority, from whatever source. The Treasurer shall perform the duties specified in Government Code section 6505.5, Article V, section 5.3, and Article VII herein, and shall draw all warrants and pay demands against the Authority approved by the Board. The Treasurer may also be the Secretary. The Treasurer need not be a member of the governing board of a Member. The compensation of the Treasurer shall be set by the Board.
- 4) <u>Legal Counsel</u>. The Board may appoint legal counsel, who shall report to the Board of Directors.
- 5) <u>Additional Officers</u>. The Board shall have the power to appoint such additional officers, as it deems necessary.
- (d) Ad hoc and Standing Committees. From time to time, specific issues may arise that may require, in the view of the Board Chairperson, specialized or detailed efforts outside the routine activities of the Board of Directors meetings. At such times, the Board Chairperson may

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establish an ad hoc or standing committee to address those issues, appoint representatives to that committee and provide that committee with a specific mission or charter. Such committees shall meet as necessary at locations and times determined by their membership.

- (e) **Powers and Limitations**. All the power and authority of the Authority will be exercised by the Board, subject however, to the rights reserved by the Members as herein set forth.
- (f) Quorum/Board Action. A majority of all the Board shall (1) constitute a quorum for the purposes of transacting the Regional Authority's business, and (2) be required for an affirmative vote for the Board to take action.
- (g) Unanimous Vote Requirement. All business of the Authority, unless otherwise indicated, shall be conducted by majority vote by those Directors present. Decisions involving the levying of taxes, assessments, or property-related fees and charges; the expenditure of funds for litigation; or authorizing the construction or other implementation of projects, must receive a unanimous vote by the Directors present.
- (h) **Principal Office**. The Board of Directors shall establish the principal office of the Authority. The Board is hereby granted full power and authority to change its principal office from one location to another within the boundaries of the Authority. Any change shall be noted by the Secretary, but shall not be considered an amendment to this Agreement.
- (i) Meetings. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board. A copy of such resolution shall be furnished to each Member. The Board shall meet bi-monthly. Special meetings of the Board of Directors for any purpose may be called at any time by the Board Chairperson, the Vice-Chairperson, the Secretary or any two Directors. All meetings shall be called, held, noticed and conducted in the manner as provided in Chapter 9, Division 2, Title 5 of the Government Code of the State of California (the "Ralph M. Brown Act," commencing at section 54950).
- (j) Minutes. The Secretary of the Authority shall cause to be kept minutes of all meetings of the Board. A copy of the approved minutes shall be forwarded to each Member.
- (k) Operating Rules and Regulations. The Board may adopt Operating Rules and Regulations by resolution. The Operating Rules and Regulations, if adopted, shall supplement but not be in conflict with this Agreement, and may contain policies and procedures for the efficient operation of the Authority. In the event of conflict between this Agreement and other rules or procedures, the provisions of this Agreement shall govern.
- (1) **New Members**. The Board shall have the authority, upon the approval of a Member Supermajority Vote to (1) approve new Members to the Authority, and (2) remove a Member, in which case the Board shall execute an addendum to this Agreement for those purposes. The Board of Directors may provide that a new Member shall be liable only for obligations that existed from or after the effective date of the action approving the new Member. The new Member shall be responsible for its share of Authority expenses as determined by the

ratio of the total acreage within the legal boundaries of the new Member in relation to the total acreage within the legal boundaries of all the Members.

- (m) Status of Officers and Employees. The public officer or officers or employees of the Authority who have charge of any funds or securities of the Authority shall be bonded and the Board shall designate the amount of their bond. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of any of the Members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents or employees appointed by the Board shall be deemed by reason of their employment by the Authority, to be employed by any of the Members, or by reason of their employment by the Authority to be subject to any of the requirements of such Members.
- (n) Liability of Board and Officers. The funds of the Authority may be used to defend, indemnify and hold harmless the Authority, any Director, officer, employee, or agent for actions taken within the scope of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such coverage as is hereinabove set forth.

Section 4.3 Member Supermajority Vote. A Supermajority Vote of the Members, as defined by Article I, section 1.1(q) is required for the following business of the Authority: approval or removal of new Members as provided for in Article IV, section 4.2(l); rescission or termination of this Agreement as provided for in Article IX, section 9.1; amendment of this Agreement as provided for in Article X, section 10.1; assignment or delegation of the rights and duties of the Members as provided for in Article X, section 10.2.

ARTICLE V BUDGETS AND PAYMENTS

Section 5.1 Budget. Each fiscal year, the Board shall adopt a Budget for the Authority for the ensuing fiscal year. The Budget shall be introduced to the Board in May and adopted in June of each year.

Section 5.2 Contributions and Expenses:

(a) Members shall share in the general operating and administrative cost of operating the Authority, as outlined in the annual budget documents. Each Member shall be responsible for its share of Authority expenses as determined by the ratio of the total acreage within the legal boundaries of the Member in relation to the total acreage within the legal boundaries of all the Members. Each Member's percentage of Authority expenses is as follows:

Galt: 48.2% OHWD: 42.5%

Clay: 9.3%

- (b) The Board of Directors may approve, from time to time, an advance or contribution to proposed projects or program specific activities (start up costs). The reimbursement of these startup costs or contributions from subscribing Members will be required once the contemplated project or program is implemented as contained in the project/program agreement, unless of the Board of Directors determines otherwise.
- (c) Project or program specific expenses, performed at the request of, or on behalf of Members shall have dedicated funding sources as described and contained in the project/program agreement.
- (d) It is understood that the Board may arrange for the payment of the expenses of the Authority through some other source, including but not limited to State or federal grants or loans.
- (e) In accordance with Government Code section 6512.1, repayment or return to the Members of all or part of any contributions made by the Members may be directed by the Board at such time, and upon such terms as may be consistent with any indebtedness incurred by the Authority. The Authority shall hold title to all funds and property acquired by it during the term of this Agreement.
- (f) Each Member shall be assessed quarterly, beginning on July 1 of each year. Such amount shall be delivered to the Treasurer. Members shall pay assessments within thirty days of receiving assessment notice from Treasurer.

Section 5.3 Depositary:

- (a) The Board shall designate the Treasurer of the Authority, who shall be the depositary and have custody of all money of the Authority, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Member or any other person or entity.
- (b) The Treasurer shall perform the duties specified in Government Code sections 6505 and 6505.5.
- (c) The Board may transfer the responsibilities of Treasurer to any person or entity as the Law may provide from time to time.
- (d) All funds of the Authority, shall be strictly, and separately, accounted for; and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Members at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted, at a minimum, in accordance with the requirements of the State Controller under section 26909 of the California Government Code and Article VII herein, and shall conform to

those standards published by the Government Accounting Standards Bureau, as they pertain to special districts.

- (e) The compensation of the Treasurer shall be set by the Board.
- (f) All expenditures within the designations and limitations of the applicable approved budget shall be made upon the approval of any officer so authorized by the Board in accordance with the Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval and written order of the Board. The Board shall requisition the payment of funds only upon approval of claims or disbursements and requisition for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Board.

ARTICLE VI FINANCING

- Section 6.1 Member Authorization. The power of the Authority to issue revenue bonds or to incur other forms of indebtedness shall not be exercised until authorized by the Members, as set forth in Article 2, Title 1, Division 7 of the Government Code of the State of California (commencing at section 6540).
- Section 6.2 Debt Administration. The Board shall have the power and authority to administer revenue bonds, notes or other obligations on behalf of Members for the purposes and in accordance with the procedure and requirements set forth in Article 2, Title 1, Division 7 of the Government Code of the State of California (commencing at section 6540) on behalf of Members in the manner and to the extent authorized in this Agreement.
- Section 6.3 Other Indebtedness. The Board shall have the power and authority to issue bonds, notes and other indebtedness, and to execute leases, installment sale contracts or installment purchase contracts for the purposes and in accordance with procedures and requirements as permitted by law.

ARTICLE VII ACCOUNTING AND AUDITS

- Section 7.1 Accounting Procedures. Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Authority's Treasurer shall comply strictly with requirements of the Law.
- Section 7.2 Audit. A qualified firm, serving in the capacity of auditor, shall audit the records and the accounts of the Authority annually in accordance with the provisions of section 6505 of the Law. Copies of such audit reports shall be filed with the State Controller and each Member within six months of the end of the Fiscal Year under examination.

ARTICLE VIII PROPERTY RIGHTS

Section 8.1 Property. All property owned or acquired by the Authority shall be held in the name of the Authority for the benefit of the Members in accordance with the terms of this Agreement.

Section 8.2 Liabilities. The debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and not of the Members to this Agreement.

ARTICLE IX RESCISSION, TERMINATION, WITHDRAWAL, ASSIGNMENT

Section 9.1 Rescission or Termination. This Agreement and the Authority may be terminated by a Supermajority Vote of the Members except during the outstanding term of any Authority indebtedness. Nothing in this Agreement shall prevent the Members from withdrawing as provided in this Agreement, or from entering into other joint exercise of power agreements.

Section 9.2 Disposition of Property Upon Termination. Upon termination of this Agreement, any surplus funds on hand shall be returned to the then Members in proportion to the contributions made. The Authority shall first offer any property, rights or interests in the Authority for sale to the Members for good and adequate considerations. If no such sale is consummated, the Authority shall offer such property, rights and interests for sale for any governmental agency, or other entity for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to the contributions made. If no such sale is consummated, then the property, rights and interests of the Authority shall be allocated to the Members in the same manner as the allocation of the net proceeds from a sale, unless otherwise agreed to by the Members.

Section 9.3 Withdrawal.

- (a) A Member may unilaterally withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days' written notice to the Authority, provided that the withdrawing Members shall remain responsible for any indebtedness incurred by the Member, and further provided that the withdrawing Member pays or agrees to pay its share of debts, liabilities and obligations incurred by the Authority prior to the effective date of such withdrawal.
- (b) In the event the withdrawing Member has any rights in any property or has incurred obligations to the Authority, the Member cannot sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Authority. The Authority may not sell, lease, transfer or use any rights of a Member who has withdrawn without first obtaining the written consent of the withdrawing Member.

- (c) No refund or repayment of the initial commitment of funds shall be made to a Member ceasing to be a Member to this Agreement whether pursuant to this Section or any other Section of this Agreement. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, or other agreement of the Authority and withdrawing Member.
- (d) A Member may be involuntarily removed as a Member by Supermajority Vote of the Members as provided for in Article IV, section 4.2(l) of this Agreement.

ARTICLE X MISCELLANEOUS PROVISIONS

- Section 10.1 Amendments. This Agreement may be amended from time to time by Supermajority Vote of the Members.
- Section 10.2 Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without a Supermajority Vote by the Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto.
- Section 10.3 Assignment of Rights under "JPA for GMP." All rights, entitlements and obligations under previous "JPA for GMP" are hereby assigned to and assumed by the Authority and this Agreement supersedes "JPA for GMP."
- Section 10.4 Notice. Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery.
- Section 10.5 Counterparts. This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.
- Section 10.6 Choice of Law. This Agreement shall be governed by the laws of the State of California.
- Section 10.7 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement is held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

Section 10.8 Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

Section 10.9 Construction and Interpretation. This Agreement has been arrived at through negotiation and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Members have executed this First Amended and Restated Exercise of Joint Powers Agreement on the day and year first above-written.

		GALT IRRIGATION DISTRICT
ATTEST:		BY:
	Secretary	President
ATTEST:	Anduckon Secretary	OMOCHUMNE-HARTNELL WATER DISTRICT BY: Small Source President CLAY WATER DISTRICT
ATTEST:	Secretary	BY: President
ATTESTED:_		ACKNOWLEDGED AND APPROVED BY THE SOUTHEAST SACRAMENTO COUNTY AGRICULTURAL WATER AUTHORITY BY: John J.
	Secretary to the Board of Directors	Chairperson

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	GALT IRRIGATION DISTRICT
ATTEST: John L Brown Secretary	BY: <u>Leo Van Warmerdam</u> President
	OMOCHUMNE-HARTNELL WATER DISTRICT
ATTEST: Secretary	BY: President
	CLAY WATER DISTRICT
ATTEST:	BY:
Secretary	President
	ACKNOWLEDGED AND APPROVED BY THE SOUTHEAST SACRAMENTO COUNTY AGRICULTURAL WATER AUTHORITY
ATTESTED Ellerdy Jarroe K	BY:
Secretary to the Board of Directors	Chairperson

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ATTEST: Secretary	BY:President
	OMOCHUMNE-HARTNELL WATER DISTRICT
ATTEST: Secretary	BY:President
ATTEST Villur W. Inocoludge Secretary	CLAY WATER DISTRICT BY: President
	ACKNOWLEDGED AND APPROVED BY THE SOUTHEAST SACRAMENTO COUNTY AGRICULTURAL WATER AUTHORITY
ATTESTED:	BY:
Secretary to the Board of Directors	Chairperson



October 2020



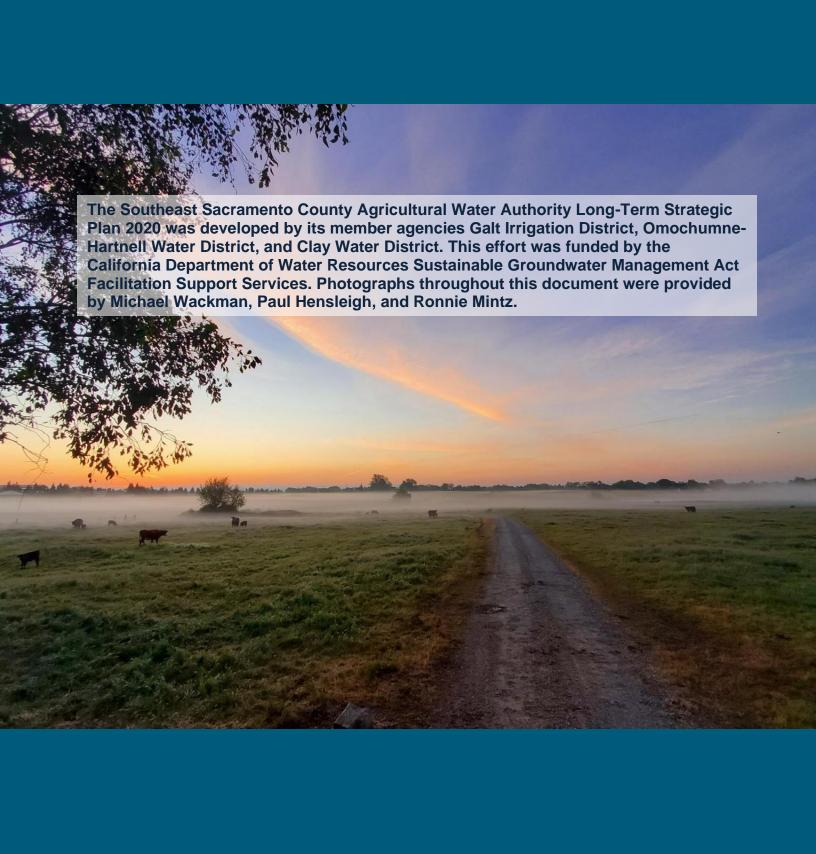




Table of Contents

SOUTHEAST SACRAMENTO COUNTY AGRICULTURAL WATER AUTHORITY	1
PURPOSE	2
BACKGROUNDSTRATEGIC PLANNINGCOSUMNES SUBBASIN GROUNDWATER SUSTAINABILTY PLAN	3
VISION	5
GOALS	б
OBJECTIVES	7
STRATEGIES AND TACTICS	g
List of Figures	
Figure 1. Location of SSCAWA Jurisdictional Boundaries Within the Cosumnes and South American Subbasins	4 5



Abbreviations and Acronyms

DWR California Department of Water Resources

G goal

GSA Groundwater Sustainable Agency

GSP Groundwater Sustainability Plan

JPA Joint Powers Authority

O objective

SGMA Sustainable Groundwater Management Act

SSCAWA Southeast Sacramento County Agricultural Water Authority

SSCAWA Basin Groundwater basin underlying Galt Irrigation District, Omochumne-

Hartnell Water District, and Clay Water District

Strategic Plan Southeast Sacramento County Agricultural Water Authority Long-

Term Strategic Plan 2020

Southeast Sacramento County Agricultural Water Authority

The Southeast Sacramento County Agricultural Water Authority (SSCAWA) was formed in 1997 and updated on May 14, 2002, by its member agencies Galt Irrigation District, Omochumne-Hartnell Water District, and Clay Water District as a Joint Powers Authority (JPA) to develop, implement, and manage water resources as a single organization (Figure 1). The purpose of SSCAWA is to create a unified voice to advocate for and respond to legislative, regulatory, and policy matters of importance to the SSCAWA Basin.¹ As an organization, SSCAWA was established to provide a platform for members to discuss, prioritize, and act on matters of priority and interest relating to management of the Basin.

The three districts encompass approximately 70,980 acres, of which approximately 25,000 acres are devoted to irrigated agriculture. A majority of the JPA's jurisdictional area is in the Cosumnes Subbasin, with the remaining area in the South American Subbasin. Residential development in the districts consists of rural residential developments, small ranchettes, and the communities of Herald, Sheldon, Sloughhouse, and Wilton. Most of the area's water demands are met using private wells, although some purchased surface water and riparian water are diverted from seasonal rivers and creeks that flow through the SSCAWA area.



Rooney Dam

SSCAWA first developed a Groundwater Management Plan in 2002 and another in 2011, and it is currently the California Statewide Groundwater Elevation Monitoring lead entity for the Cosumnes Subbasin. Additionally, SSCAWA has partnered with the Sacramento Area Flood Control Agency, the Cosumnes Coalition, and other agencies on the development of projects and grant applications for the Cosumnes Subbasin.

The SSCAWA Basin is defined as the groundwater basin underlying the three JPA members: Galt Irrigation District, Omochumne-Hartnell Water District, and Clay Water District.



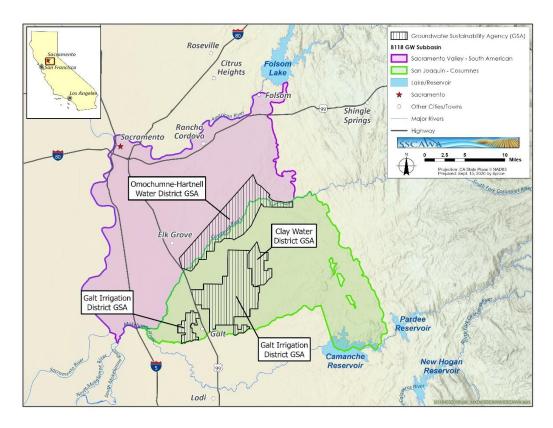


Figure 1. Location of SSCAWA Jurisdictional Boundaries Within the Cosumnes and South American Subbasins

Purpose

The purpose of the SSCAWA Long-Term Strategic Plan 2020 (Strategic Plan) is to:

- Aid SSCAWA and its members' participation in development of the Cosumnes Subbasin Groundwater Sustainability Plan (GSP), as they work with four additional Groundwater Sustainability Agencies (GSA): Amador County Groundwater Management Authority, City of Galt, Sacramento County, and Sloughhouse Resource Conservation District.
- 2. Foster consensus and guide Cosumnes Subbasin GSP implementation by its members.
- 3. Assist in coordination of sustainable groundwater management projects that are beneficial to its members and the Cosumnes Subbasin.

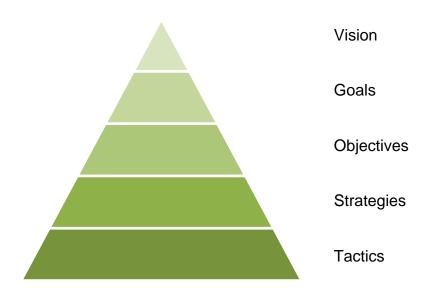


STRATEGIC PLANNING

Strategic planning is an organizational management activity that is used to set priorities, focus energy and resources, strengthen operations, ensure that employees and other stakeholders are working toward common goals, establish agreement around intended outcomes/results, and assess and adjust the organization's direction in response to a changing environment. A strategic plan is voluntary, as it is often established to provide direction to an organization with steps on how to take action to realize its vision. In addition to the vision, strategic plans often memorialize the associated goals, objectives, and action plan that includes strategies and tactics. A strategic plan is typically updated every 5 to 10 years.

Strategic Plan Components

A strategic plan is built like a pyramid. Each component of a strategic plan is reliant on another to accomplish the overall vision. Each of these terms is defined below in Figure 2.



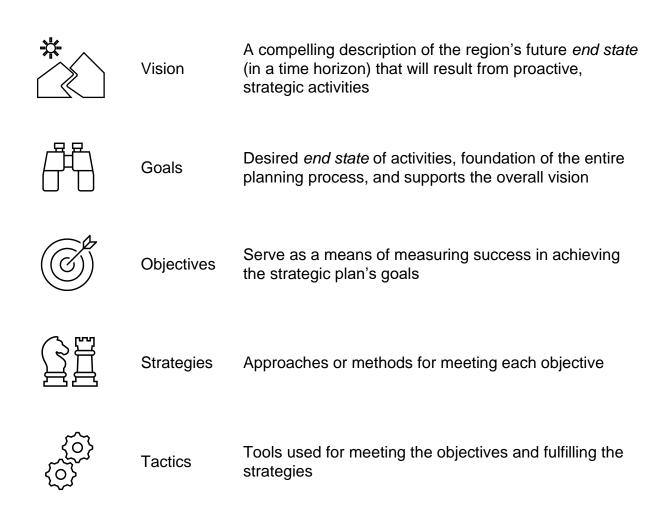


Figure 2. Definitions and Pyramid Representation of Strategic Plan Components

COSUMNES SUBBASIN GROUNDWATER SUSTAINABILTY PLAN

The Cosumnes Subbasin GSP is being developed and implemented by a total of seven GSAs, including the three districts comprising SSCAWA as shown in Figure 3. As required by the 2014 Sustainable Groundwater Management Act (SGMA), the Cosumnes Subbasin GSP must be submitted to the California Department of Water Resources (DWR) by January 31, 2022. Additional information about requirements for the GSP can be found on the DWR website.²

² https://water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management/Groundwater-Sustainability-Plans



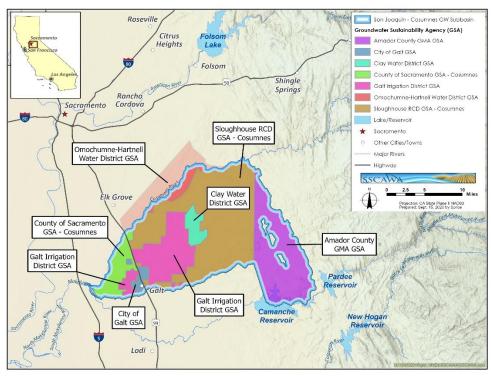


Figure 3. Cosumnes Subbasin and Associated Groundwater Sustainability Agencies

Vision

The Southeast Sacramento County Agricultural Water Authority will work towards effective groundwater management to improve the sustainability of the Cosumnes and South American Subbasins, consistent with the Sustainable Groundwater Management Act and the goals and priorities within the watershed.

Goals

Together, SSCAWA's four goals represent a comprehensive approach to achieving its vision. The numbered goals shown in Figure 4 are for organizational purposes only and are not meant to indicate priority.

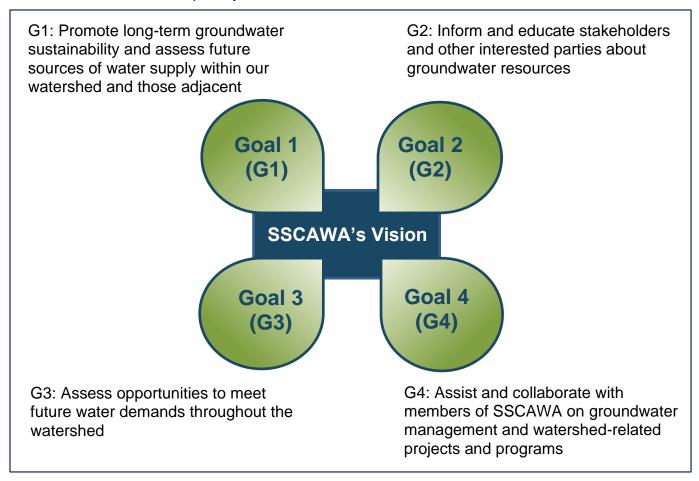


Figure 4. Four Goals Defined in the SSCAWA Long-Term Strategic Plan 2020



Five objectives support SSCAWA's goals. There is not a one-to-one correlation of a goal matching an objective—it is recognized that a single objective could help meet multiple goals (as noted in each objective description).

Objective 1 (O1): Increase collaboration with stakeholders and other interested parties

Helps meet goals:

G1 G2 G3 G4

This objective aims to have SSCAWA's members work collaboratively with surrounding GSAs in the Cosumnes and South American Subbasins, the public, and interested parties, such as non-governmental organizations.

Objective 2 (O2): Improve the ability to meet future demands and adapt to future changes and challenges in the Cosumnes and South American Subbasins

This objective aims to have SSCAWA take a proactive approach to future changes and challenges associated with climate change, residential growth, and water demands in the Cosumnes and South

Helps meet goals:

G1 G3 G4

Objective 3 (O3): Invest time and funding in groundwater sustainability projects and programs consistent with the Cosumnes Subbasin GSP

This objective aims to have SSCAWA support implementation of the Cosumnes Subbasin GSP with in-kind Helps meet goals: G1 G2 G3 G4

services and money based on availability, for groundwater sustainability projects that help create a healthier groundwater basin.

American Subbasins.



Objective 4 (O4): Better define roles and responsibilities of SSCAWA and its members in support of groundwater sustainability

This objective aims to have SSCAWA characterize its member duties to sustain a long-lasting, effective organization.

Helps meet goals:
G1 G3 G4

Objective 5 (O5): Develop a process for members of SSCAWA and other agencies to discuss, prioritize, and act on matters of priority and interest relating to management of the Cosumnes and South American Subbasins

This objective aims to have SSCAWA promote appropriate methods for collaboration amongst GSAs, the public, and other interested parties about groundwater management in the Cosumnes and South American Subbasins.

Helps meet goals: G1 G2 G3 G4

SSCAWA developed five strategies to help meet its objectives. In these strategies are various tactics that can be carried out to help achieve each of the stated strategies.



Strategy 1: Identify approaches to educate stakeholders and other interested parties through the development of an outreach and education plan/program and then implement the plan/program

Helps meet objectives:

01 02 03

O5

Tactics:

- Collaborate with the Sacramento County Farm Bureau
- Present at local community meetings
- Create surveys to determine the best ways to reach stakeholders and other interested parties
- Update the SSCAWA website to include materials related to groundwater sustainability and the GSP process
 - Develop a website section that links to other useful websites, such as other GSAs websites, DWR, member agencies, and the California State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment Program
- Develop one or two webinars annually that the public can attend to learn about SGMA and GSP updates and current information and events in the Cosumnes and South American Subbasins
- Create educational materials for all groundwater users in the Cosumnes and South American Subbasins about water usage and its outward effects
- Consider providing materials on the SSCAWA website in other common languages, as future needs arise



Strategy 2: Secure more personnel to assist SSCAWA with the Strategic Plan and GSP implementation

Helps meet objectives:

01 02 03 04

4 O5

Tactics:

- Hire a watershed coordinator to:
 - Develop and implement watershed improvement plans and support implementation of the GSP developed under SGMA
 - Develop and find funding opportunities to implement the GSAs' recommended projects
 - Develop monitoring protocols and coordinate surface and groundwater monitoring among involved GSAs and landowners

Strategy 3: Create an onboarding process for future board members

Tactics:

Helps meet objectives:

04

- Develop a new board member education package that includes information about:
 - Groundwater management, basic definitions (subbasin, basin, watershed), and an introduction to SGMA, GSPs, and GSAs
 - The three districts of SSCAWA and the formation of the JPA
 - SSCAWA and its board members' roles and responsibilities
- Meet with outgoing and current board members to understand and obtain institutional knowledge



Strategy 4: Secure grant and other funding sources to support groundwater sustainability efforts for SSCAWA members

Helps meet objectives:

O2 O3

Tactics:

- Collaborate with other agencies for grants and new funding opportunities
- Conduct two meetings per year in coordination with board meetings, or when needed to identify potential grant and funding opportunities
- Prepare projects and programs for the potential opportunities
- Develop a process to apply for grants and new funding opportunities
- Prepare and submit applications

Strategy 5: Develop partnerships and projects with other entities to meet Cosumnes and South American Subbasins' and watershed needs related to groundwater sustainability, where appropriate

Helps meet objectives:

02

05

Tactics:

- Collaborate on technical improvements of the groundwater monitoring network
- Coordinate projects among members and other entities to ensure efforts are not duplicated
- Promote and implement multi-benefit projects
- Initiate studies to determine availability of water in the watershed and nearby watersheds (e.g., flood waters for groundwater recharge and surface water for irrigation)
- Participate in the Sacramento Regional Water Bank and other in-lieu groundwater banking opportunities
- Develop strategies for groundwater recharge and surface water use within the Cosumnes and South American Subbasins
- Develop a platform for members and other agencies to coordinate resources to support implementation of the Cosumnes Subbasin GSP objectives



	SOUTHEAST SACRAMENTO COUN	<u>TY</u>					
	AGRICULTURAL WATER AUTHORI	ΓY					
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	2021/2020 51410	EV.	2025/26	-	0004/0005		-10.00
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Memb	per Assessments						
	Clay Water District	\$	500	\$	500	\$	5
	Galt Irrigation District	\$	2,524	\$	2,524	\$	2,5
	Omochumne-Hartnell Water District-	\$	6,000	\$	6,000	\$	6,0
	Subtotal	\$	9,024	\$	9,024	\$	9,0
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	Department of Conservation Watershed Coordinator Grant	\parallel					
	SAFCA Watershed Coordinator Contribution						
	Cosumnes Basin Monitoring						
	Cosumnes Groundwater Authority Agreement						
	DOC Grant Administration						
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	Administrative Services	\$	4,800	\$	4,800	\$	3,2
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	Website	H —	\$250		\$250	\$	2
	Postage Financial Institution Charges	-	\$60 \$0		\$60 \$0		
	Office Supplies	-	\$0 \$100		\$100	\$	5
	General liability insurance	+	\$3,100		\$3,100	\$	3
	Printing and Reproduction and Publishing	-	\$3,100		\$3,100	Ψ	
	Travel		\$0		\$0		
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SOUTHEAS	ST SACRAMENTO COUNTY			
	AGRICULTURAL WATER AUTHORITY			
DISTR	CT DISTRIBUTION			
Galt Irrigation District	F	Y 23/24		
First Quarter - 7/1	\$	631.00		
Second Quarter - 10/1	\$	631.00		
Third Quarter - 1/1	\$	631.00		
Fourth Quarter - 4/1	\$	631.00		
Total	\$ 2	2,524.00		
Clay Water District				
First Quarter - 7/1	\$	125.00		
Second Quarter - 10/1	\$	125.00		
Third Quarter - 1/1	\$	125.00		
Fourth Quarter - 4/1	\$	125.00		
Total	\$	500.00		
Omochumne-Hartnell Wate	District			
First Quarter - 7/1		1,500.00_		
Second Quarter - 10/1	\$	1,500.00		
Third Quarter - 1/1	\$ '	1,500.00		
Fourth Quarter - 4/1	\$ *	1,500.00		
Total	\$ (6,000.00		
	\$ 9	9,024.00		