



## **EASTERN TULE GROUNDWATER SUSTAINABILITY AGENCY JOINT POWERS AUTHORITY**

Meeting of the Authority Board of Directors  
City of Porterville Council Chambers  
291 N. Main St., Porterville, California  
Thursday, April 20, 2017 - Convenes at 2:00 p.m.

### -----AMENDED AGENDA-----

All items on this agenda, whether or not expressly listed for action, may be deliberated upon and may be subject to action by the Board of Directors. The Board of Directors may consider agenda items in any order. Materials related to an item on this agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection at the City of Porterville's Public Works office, 291 N. Main St., Porterville, California, during normal business hours.

1. **ROLL CALL**

2. **ORAL COMMUNICATION:**

This is the opportunity to address the GSA Board of Directors on any matter of interest, whether on the agenda or not. Unless additional time is authorized by the GSA Board of Directors, all commentary shall be limited to five minutes.

3. **ANNOUNCEMENTS:**

Current Announcements

4. **GOVERNING BOARD ADMINISTRATION:**

a. Executive Committee Appointments

Re: Discussion concerning potential Executive Committee appointment representing the "White Area" Board of Director.

**5. GROUNDWATER SUSTAINABILITY AGENCY UPDATE & ACTION ITEMS:**

a. Minutes

Re. Approval of March 16, 2017, minutes.

b. Status Report Tule Subbasin

Re. Update on GSA formations in the Tule Subbasin.

c. Eastern Tule Status Report

Re. Update on the Eastern Tule GSA's notification to DWR.

d. Stakeholder Committee

Re: Application Update – Status of application submissions.

e. Bylaws

Re. Executive Committee's progress in developing Bylaws.

f. County Auditor and Treasurer Agreements

Re. Approve County Auditor Services Agreement and Voluntary Deposit Agreement between the County of Tulare and Eastern Tule GSA

**6. GROUNDWATER SUSTAINABILITY PLAN DISCUSSION AND ACTION ITEMS:**

a. Presentation from Michael Young

Re: The Board will receive a web-based presentation at 3:00 p.m. from Mr. Michael Young, co-author, of *Sharing Groundwater: A Robust Framework and Implementation Roadmap for Sustainable Groundwater Management in California*.

b. Approval of Michael Young's Roadmap and Adoption of Intent to Develop a Groundwater Sustainability Plan

Re. The Board will consider Mr. Young's Roadmap as presented in Agenda Item #6a. The Board may provide direction to staff to develop a Groundwater Sustainability Plan for the Eastern Tule GSA and to incorporate Mr. Young's Roadmap within such Plan.

c. Discussion of Groundwater Recharging.

Re. The Board will receive a report from the Executive Committee regarding Groundwater Recharging and will discuss such efforts in the Tule Subbasin.

**7. SET NEXT MEETING DATE:**

a. GSA Authority Meeting

Re: Regular meetings are scheduled for the third Thursday of every month unless directed otherwise by the Board of Directors.

**8. ORAL COMMUNICATION:**

This is the opportunity to address the GSA Board of Directors on any matter of interest, whether on the agenda or not. Unless additional time is authorized by the GSA Board of Directors, all commentary shall be limited to five minutes.

**9. CLOSED SESSION:**

No items to discuss

**10. ADJOURNMENT:**

A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the GSA Authority to provide a disability-related modification or accommodation in order to participate in any public meeting of the GSA Authority. Such assistance includes appropriate alternative formats for the agendas and agenda packets used for any public meetings of the GSA. Requests for such assistance and for agendas and agenda packets shall be made in person, by telephone, facsimile, or written correspondence to the GSA Authority Secretary, at the City of Porterville Public Works Department (559) 791-7804, at least 48 hours before a public GSA meeting

Item # 6.a - Minutes

Eastern Tule Groundwater  
Sustainability Authority

March 16, 2017



## EASTERN TULE GROUNDWATER SUSTAINABILITY AGENCY JOINT POWERS AUTHORITY

Meeting of the Authority Board of Directors  
City of Porterville Council Chambers  
291 N. Main St., Porterville, California  
Thursday, March 16, 2017 - Convenes at 2:00 p.m.

### -----MINUTES-----

1. **ROLL CALL:** Cameron Hamilton, Matthew Leider, Mike Ennis, Dyson Schneider, Curt Holmes, Eric Borba, Steven Kisling and Lorren Wheaton

Chair, Mr. Borba, called the meeting to order at 2:04 pm on Thursday, March 16, 2017.

2. **ORAL COMMUNICATION:**

None

3. **ANNOUNCEMENTS:**

Current Announcements

South Valley SGMA Practitioners Roundtable II – March 17, 2017, 8:30 am to 12 noon, International Agri-Center Heritage Complex, Tulare, CA

ETGSA Website -

<http://www.ci.porterville.ca.us/depts/PublicWorks/easterntulegsa.cfm>

The website is still under construction, however there are items listed, including organizational chart, and Best Management Practices (BMPs) (DWR have posted final version of the BMPs which includes five categories designed to achieve sustainable groundwater management).

4. **GOVERNING BOARD ADMINISTRATION:**

Stakeholder Committee Appointments – Mike Reed presented the description and application for the appointments to the Stakeholder Committee (JPA Section 4.01a). The JPA states there are reserved seats on the committee for the Ducor Community Services District and Richgrove Community Services District.

**A motion was made by Matthew Leider that two seats of the Stakeholders Committee are reserved for a representative from each of the Community Services Districts, Ducor and Richgrove. Seconded by Cameron Hamilton.**

**Ayes: Hamilton, Kisling, Ennis, Wheaton, Schneider, Holmes, Leider, Borba**

**Noes: None**

**Disposition: Passed**

“White Area” Board of Director Appointment – Mike Ennis reported that the Tulare County Board of Supervisor’s appointed Tim Allan, as the Director, and John Corkins, as the Alternate. Tim Allan introduced himself to everyone, he stated that he is the Water Resources Manager for Sun Pacific. They are reaching out to engage all the land owners in the White Area. He comes from an engineering background and before that he was a consultant.

5. **AGENCY BYLAWS:**

Directors reviewed the draft bylaws contained in the agenda packet, and comments/input was requested by the next Board meeting. The Executive committee, at their next meeting, will be delving into the details of the bylaws, for example, the committee will be discussing how the Stakeholders and Executive committee’s will interact below the board. Another topic will be cost sharing. As far as the bylaws go, there is no immediate deadline for adoption. It is best to get all items in at once, so that repeated approvals by the Board is not necessary. Progression of this item will be brought back to the Board and comments will be invited at that time. Attorney Mauritson stated that the budget issues will be separate from the bylaws. Mike Reed made note that cost sharing, is of utmost importance. Keep in mind any policy ideas or concerns you have so they can be worked into the draft document. For clarity, a cost sharing component can be part of the bylaws without dollars attached to it. Aubrey Mauritson shared that if the Board wanted to get the bylaws adopted immediately, as a whole, then amendments can be brought before the Board at future dates.

6. **GROUNDWATER SUSTAINABILITY AGENCY UPDATE & ACTION ITEMS:**

Minutes - GSA Meeting of January 19, 2017 & February 23, 2017.

**After noting that Kisling was spelled wrong in both documents and Cameron Hamilton abstained from the February 23, 2017 meeting, a motion**

was made by Eric Borba and seconded by Mike Ennis to approve the GSA Board Minutes of January 19, 2017 and February 23, 2017.

**Ayes:** Hamilton, Kisling, Ennis, Wheaton, Schneider, Holmes, Leider, Borba  
**Noes:** None  
**Disposition:** Passed

Status Report – Eastern Tule Status Report. The City of Porterville received an e-mail on March 8, 2017, from the State of California saying they accepted our Tule Subbasin GSA formation application. Our application is currently within the 90-day overlap notification period. To date, there does not appear to be any overlapping areas. The application submittal process was completed online

Mike Reed mentioned that we still need some email addresses and phone numbers for the attorney to file the Roster of Public Agencies form with the Secretary of State. Aubrey Mauritsen reported that she just received all that information a couple of hours before this meeting. Form 700 needs to be completed and turned in Mike Reed for each Director. It was noted that these documents are public information. In an email, Mike Reed provided a link to the Form 700 documents, which can be completed online and the appropriate forms (not the entire document) can be printed out for your convenience. The due date is April 3, 2017.

Eastern Tule GSA Logo – The Board discussed the logo's offered by staff. The top center and the bottom center appeared to be the most popular.

A motion was made by Matthew Leider and seconded by Curt Holmes to approve the top center as the official logo for the Eastern Tule Groundwater Sustainability Agency.



**Ayes:** Hamilton, Kisling, Ennis, Wheaton, Schneider, Holmes, Leider, Borba  
**Noes:** None  
**Disposition:** Passed

**7. GROUNDWATER SUSTAINABILITY AGENCY INFORMATIONAL ITEMS:**

**Transition from GSA Formation to Groundwater Sustainability Plans**

Tule Subbasin MOU Members Interaction History and Progression - David DeGroot of 4-Creeks made a presentation regarding the overall Tule Subbasin, and past and present movement towards unified Coordination Agreement and Groundwater Sustainability Plans (GSPs). In essence, 4-Creeks is working to bring all the individual GSA Plans together and coordinate all Plans with common elements for when there are submitted to DWR. Discussion followed clarifying points of Mr. DeGroots' presentation.

Potential Eastern Tule GSA Groundwater Allocation System – The Duke Institute Groundwater Allocation Roadmap was shared with the Board and they were asked to review it. This roadmap talks about water accountability, e.g. a banking system, tracking, transferring rights, leasing/sale of water and contains flexibility when creating a GSP. Dr. Mike Young, a co-creator of the roadmap, was recommended to assist ETGSA with the development of our GSP.

8. **SET NEXT MEETING DATE:**

GSA Authority Meeting - Next meeting is scheduled for April 20, 2017 at 2:00pm.

9. **ORAL COMMUNICATION:**

None

10. **CLOSED SESSION:**

None

11. **ADJOURNMENT:** The meeting was adjourned at 3 pm



Item # 6.f – Groundwater Sustainability  
Agency Update & Action Items

Agreement for the Deposit and  
Investment of Excess Funds  
Into the County Treasury

**AGREEMENT  
FOR  
THE DEPOSIT AND INVESTMENT OF EXCESS FUNDS  
INTO THE COUNTY TREASURY**

THIS AGREEMENT is made and entered into as of the date fully executed by and between the Eastern Tule Groundwater Sustainability Agency hereinafter referred to as "Local Agency", and the County of Tulare, California a political subdivision of the State of California, hereinafter referred to as "County".

**RECITALS**

WHEREAS, Section 53684 of the California Government Code allows local agencies to deposit excess funds into the County Treasury for purposes of investment by the County Treasurer-Tax Collector (the "Treasurer"); and

WHEREAS, Local Agency has found that it may, from time to time, be advantages to makes such deposits for purposes of investment with the Treasurer; and

WHEREAS, the Treasurer or other official responsible for the funds of the Local Agency has determined, and may determine from time to time, that excess funds of the Local Agency exist which are not required for immediate use; and

WHEREAS, the governing body of Local Agency has authorized the deposit of moneys of Local Agency for purposes of investment with the County Treasury in accordance with the provisions of Section 53684 of the California Government Code.

**ARTICLES**

**1. ACKNOWLEDGEMENT**

The parties acknowledge that the Recitals are true and correct.

**2. SCOPE OF AGREEMENT**

This Agreement specifies the contractual terms and conditions by which County will manage and invest Local Agency's excess funds which have been deposited for investment with the Treasurer. Pursuant to various provisions of Government Code and Revenue and Taxation Code, the Treasurer shall provide central depository and investment services for Local Agency.

**3. COUNTY INVESTMENT POOL / INVESTMENT POLICY STATEMENT**

Local Agency understands that the funds it deposits for investment will be held in the Tulare County Investment Pool and shall be invested by the Treasurer in accordance with the policies contained in the Tulare County *Annual Investment Policy of the Pooled Investment Fund* (Investment Policy), as now in effect and as may be revised from time to time.

#### **4. LOCAL AGENCY ACKNOWLEDGEMENTS**

Local Agency acknowledges that it has received and carefully reviewed the Investment Policy, and is familiar with its contents. Having considered and weighed the risks of investing (including, but not limited to, the risks of loss of interest and principal) the Local Agency has determined that it is appropriate and legal to invest its moneys in the Tulare County Treasury as permitted by the Investment Policy. The Local Agency has been advised by the Treasurer and understands that the Investment Policy may be amended by the Treasurer without the review or consent of Local Agency.

To the extent its moneys are invested with the County, in whole or in part, the Local Agency further acknowledges that the \$1.00 NAV is not guaranteed or insured by the Treasurer.

Local Agency acknowledges that voluntary depositors are required to remain in the pool for a minimum of 5 years.

#### **5. TERM OF AGREEMENT**

This Agreement shall become effective on the date fully executed and shall continue indefinitely, unless this Agreement is terminated earlier by either party in accordance with Article 8.

#### **6. DEDUCTION OF ADMINISTRATIVE FEES**

Local Agency agrees that the Treasurer shall deduct administrative charges from its gross interest income pursuant to California Government Code Sections 53684(b) and 27013.

#### **7. AMENDMENT**

Neither party shall make any change to this Agreement without the others written consent. Such changes shall be incorporated into an Agreement Amendment, which shall not become effective until signed by the parties.

#### **8. TERMINATION**

Notwithstanding the requirement discussed in Article 4 above, either part in accordance with this Article may terminate the provision of services under this Agreement, in whole or in part, whenever either party shall determine that such termination is its best interest. Any such termination shall be effected by delivery to the other party of a Notice of Termination specifying the extent to which services under the Agreement are terminated, and the date upon which such termination will become effective.

After receipt of a Notice of Termination, and except as otherwise agreed:

- (a) The County shall stop performing under this Agreement on the date specified and to the extent specified in the Notice of Termination.
- (b) Local Agency shall request no further services requiring work to be performed after the termination date as specified in the Notice of Termination.

Upon termination, Local Agency agrees to pay the County for all services performed prior to termination.

**9. DEPOSITS AND WITHDRAWALS**

The officers or employees listed on the *Authorized Signature List*, or their successors in each office, shall be authorized to deposit and request withdrawals of moneys of Local Agency in the County Treasury. When Local Agency requests a withdrawal of funds from the County Treasury, Local Agency and County shall comply with all applicable withdrawal provisions pursuant to California law, as now in effect and as may be subsequently added, including by not limited to Government Code Section 27136.

**10. NOTICES**

Where required to be given under this Agreement, notice shall be in writing and shall be deemed given when delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

Local Agency	Eastern Tule GSA Attn: Mike Reed 291 N. Main St. Porterville, CA 93257
County	Tulare County Treasurer-Tax Collector Attention: Hiley Wallis 221 S. Mooney Blvd., Rm. 103-E Visalia, CA 93291-4593

**11. WAIVER**

The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

**12. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

**13. INDEMNIFICATION**

The County and Local Agency each agree to hold harmless, defend and indemnify the other, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising from, or in connection with, the performance of their respective agents,

officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exist by reason of this Agreement, and any claims made against either party alleging civil rights violations by either party under Government Code sections 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their signatures below.

TULARE COUNTY AUDITOR-CONTROLLER  
TREASURER-TAX COLLECTOR

By \_\_\_\_\_  
RITA A WOODARD

Approved as to form:  
Deanne Peterson, Tulare County Counsel

By \_\_\_\_\_  
Deputy

Eastern Tule GSA

By \_\_\_\_\_

By \_\_\_\_\_

Item # 6.f – Groundwater Sustainability  
Agency Update & Action Items

Agreement for Auditor-  
Controller Services

**AGREEMENT  
FOR  
AUDITOR-CONTROLLER SERVICES**

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THIS AGREEMENT, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the County of Tulare, hereinafter referred to as the "County", and the Eastern Tule Groundwater Sustainability Agency hereinafter referred to as the "Authority".

WITNESSETH

WHEREAS, the Authority is a public entity created by a Joint Exercise of Powers Agreement executed between the City of Porterville, County of Tulare, Kings County Water District, Porterville Irrigation, Vandalia Water District, Terra Bella Irrigation District, Saucelito Irrigation District, and Teapot Dome Water District as of the 6<sup>th</sup> day of December, 2016; and

WHEREAS, the parties have the power to enter into this Agreement under the provisions of section 6500 et seq. of the Government Code and the aforementioned Joint Exercise of Powers Agreement; and

WHEREAS, the County is willing to provide such services by use of the staff of the County Auditor-Controller;

NOW, THEREFORE, IT IS AGREED as follows:

1. The County agrees to provide the Authority, through the office of the County Auditor-Controller, the following services in accordance with Article V, Section 5.03 (b) and Article VI, Section 6.01 of the aforementioned Joint Exercise of Powers Agreement:

- A. Receipt deposits made by the Authority to the County Treasury
- B. Vendor payment services as follows, which shall be approved by the Authority prior to the retention of said services:
  - Maintain copies of paid bills for future audit.
  - Provide a detailed list of all bills paid.
- C. Bookkeeping services as follows:
  - Establish and maintain such funds and accounts as may be required by

1 good accounting practice.

- 2 • Prepare periodical expenditure reports compared to budgets.
- 3 • Prepare periodical revenue reports compared to estimates.
- 4 • Maintain general ledger accounts on a double entry basis.
- 5 • Provide a written report of all financial activities for the Fiscal Year within
- 6 120 days after the close of such Fiscal Year.

7 D. Make arrangements with a certified public accountant or firm of certified public  
8 accountants for the annual audit of accounts and records of the Authority in accordance with section 6505  
9 of the Government Code. The Authority shall approve the certified public accountant or firm of certified  
10 public accountants prior to the County's retention of said services.

11 E. And any other services that may be required to provide complete accounting  
12 records for the Authority.

13 2. The Authority will reimburse the County at the end of each calendar quarter for the  
14 cost incurred by the County during the calendar quarter. Payment will be made from the Authority's funds  
15 on a warrant drawn by the County Auditor. The estimated cost is between \$50 and \$250 per quarter  
16 depending on the number of transactions completed for bookkeeping and accounting services.

17 3. The Authority will reimburse the County for the cost of the required annual audit  
18 referenced in 1. D. above.

19 4. To facilitate the performance of services under the Agreement, it is agreed that the  
20 County shall have full cooperation and assistance from the Authority and its Governing Board including:

- 21 a. Submitting to the County Auditor-Controller the Authority's annual budget
- 22 adopted in accordance with Article VI, Section 6.02 of the aforementioned
- 23 Joint Exercise of Powers Agreement

24 5. All persons employed in the performance of services for the Authority under this  
25 Agreement shall be County employees.

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1                   6. The Authority shall have no responsibility for the payment of any salaries, wages, or  
2 other compensation to any County personnel or compensation of other providers of service required in  
3 the performance of this Agreement or any liability other than that provided for in this Agreement. The  
4 Authority shall not be liable for compensation or indemnity to any County employee for injury or sickness  
5 arising out of his employment.

6                   7. This Agreement shall become effective when executed by both parties and shall  
7 continue in effect until terminated. This Agreement may be terminated by either party with 30 days written  
8 notice.

9                   IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and  
10 year first above written.

COUNTY OF TULARE  
By \_\_\_\_\_  
Chairman, Board of Supervisors  
"County"

13 ATTEST: MICHAEL C. SPATA  
14 County Administrative Officer/Clerk of the Board  
15 of Supervisors of the County of Tulare

16 By \_\_\_\_\_  
Deputy Clerk

17 THE EASTERN TULE GROUNDWATER  
18 SUSTAINABILITY AGENCY  
By \_\_\_\_\_

19 Approved as to form:  
20 Deanne Peterson, Tulare County Counsel

21 By \_\_\_\_\_

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