

MEETING AGENDA

The City Council / Successor Agency of the City of Firebaugh
Vol. No. 25 / 10-06

LOCATION OF MEETING: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh CA 93622

DATE / TIME: October 06, 2025 / 5:30 pm

CALL TO ORDER

ROLL CALL

Mayor Freddy Valdez
Mayor Pro-Tem Silvia Renteria
Council Member Brady Jenkins
Council Member Felipe Perez
Council Member Elsa Lopez

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Andrew Firebaugh Community Center to participate at this meeting, please contact the Deputy City Clerk at (559) 659-2043. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility to the Andrew Firebaugh Community Center.

Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the Deputy City Clerk's office, during normal business hours.

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

PRESENTATION

None

PUBLIC COMMENT

Any person or persons wishing to address the City Council on any matter that is not on the agenda may do so at this time. Individuals must limit their comments to three minutes. Issues raised during Public Comments are informational only and the Council cannot take action at this time. All comments should be directed at the Mayor and not at individual Councilmembers or staff members.

CONSENT CALENDAR

Items listed on the calendar are considered routine and are acted upon by one motion unless any Council member requests separate action. Typical items include minutes, claims, adoption of ordinances previously introduced and discussed, execution of agreements and other similar items.

1. APPROVAL OF MINUTES – Meeting Minutes from September 15, 2025

PUBLIC HEARING

2. **ORDINANCE NO. 25-04 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA, AMENDING CHAPTER 16.5 OF THE FIREBAUGH MUNICIPAL CODE REGARDING PUBLIC NUISANCE ABATEMENT.**

- ***Recommended Action:*** Council receives public comments and waives the first reading of Ordinance 25-04

NEW BUSINESS

3. **RESOLUTION NO. 25-33 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AMENDMENT TO JOINT POWERS AGREEMENT OF THE CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY.**

- ***Recommended Action:*** Council receives comments and approves Resolution 25-33

4. **DELTA-MENDOTA SUBBASIN GSAS JOINT POWERS AUTHORITY AGREEMENT.**

- ***Recommended Action:*** Council receives comments and approves agreement

STAFF REPORTS - *Enclosed*

COUNCIL MEMEBERS AGENDA ITEMS

PUBLIC COMMENT ON CLOSED SESSION ITEMS ONLY

CLOSED SESSION

None

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

Certification of posting the agenda:

I declare under penalty of perjury that I am employed by the City of Firebaugh and that I posted this agenda on the bulletin at City Hall on October 3, 2025, at 5:00 pm., by Olga Flores, Acting Deputy City Clerk

Meeting Minutes

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 25 / 09-15

Location of Meeting **Andrew Firebaugh community Center**
1655 13th Street, Firebaugh, CA. 93622
Date / Time **September 15, 2025 / 5:30 p.m.**

CALL TO ORDER

ROLL CALL

Mayor Freddy Valdez
Mayor Pro-Tem Silvia Renteria
Council Member Felipe Perez
Council Member Brady Jenkins
Council Member Elsa Lopez

Others

City Manager Ben Gallegos, City Attorney Christina Smith, Interim Police Chief Magda Martinez, Finance Director Pio Martin, Fire Chief Battalion Hector Marin, City Engineering Mario Gouveia, Acting City Clerk Olga Flores.

PLEDGE OF ALLEGIANCE *Led by Mayor Freddy Valdez*

APPROVAL OF THE AGENDA

Motion to approve agenda by Council Member Jenkins, seconded by Council Member Perez, motion passed by 5-0 vote.

PRESENTATION

None

PUBLIC COMMENT

None

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council Regular meeting on August 08, 2025

2. WARRANT REGISTER – Period Starting August 01, 2025 ending August 31, 2025

August 2025	General Warrants	#48104 - #48235	\$ 1,471,057.51
	Payroll Warrants	#72611 - #72631	\$ 153,641.20
	TOTAL WARRANTS		\$ 1,624,698.71

3. RESOLUTION NO. 25-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING COMPLETION OF THE HIGHWAY 33 BEAUTIFICATION PROJECT, AUTHORIZING THE DEPUTY CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO AVISON CONSTRUCTION, INC.

4. RESOLUTION NO. 25-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING COMPLETION OF THE P STREET ALLEY IMPROVEMENTS PROJECT, AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO UNITED PAVEMENT MAINTENANCE, INC.

5. RESOLUTION NO. 25-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING COMPLETION OF THE FIREBAUGH ALLEY PAVING 2020 FEDERAL-AID PROJECT NO. CML-5224(026), AUTHORIZING THE DEPUTY CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO TERRA WEST CONSTRUCTION, INC.

Motion to approve consent calendar by Council Member Jenkins, seconded by Council Member Perez, the motion passed by a 5-0 vote.

PUBLIC HEARING

6. ORDINANCE NO. 25-04 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA, AMENDING CHAPTER 16.5 OF THE FIREBAUGH MUNICIPAL CODE REGARDING PUBLIC NUISANCE ABATEMENT.

*Motion to **table** Ordinance No. 25-04 by Council Member Jenkins, seconded by Council Member Perez, the motion passed by 5-0 vote.*

NEW BUSINESS

7. RESOLUTION NO. 25-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE TRANSPORTATION ART AGREEMENT FIREBAUGH SR 33 CORRIDOR ENHANCEMENT PROJECT WITH THE STATE OF CALIFORNIA, ACTING THROUGH ITS DEPARTMENT OF TRANSPORTATION, REFERRED TO AS CALTRANS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY MATTERS RELATING THERETO.

Motion to approve Resolution No. 25-32 by Council Member Jenkins, seconded by Council Member Perez, the motion passed by a 5-0 vote.

8. CITY OF FIREBAUGH DISCUSS CHRISTMAS DECORATIONS

Council Consensus: Move forward with the purchase of Christmas Decorations.

9. STATUS UPDATE OF NEW STARBUCKS AND RELATED PUBLIC UTILITY EASEMENT ISSUES.

Council Consensus: Council gave direction to the City Attorney to research different avenues and bring it back for further discussion.

10. ANIMAL SHELTER PROJECT UPDATE

Council Consensus: Council gave direction to the City Manager to reach out to the building donor and notify him that the city does not have it in the budget to come up with an extra \$66,000 to meet his demands and let him make the decision if he would like to move forward with the donation.

STAFF REPORTS

- **City Manager Ben Gallegos** – Habitat for Humanity Luncheon will be held on Oct. 1st that may be show casing our project. Projects on Q an 15th Street should be paved however, there is a high-pressured line running on Q St. and we must have someone there from PG & E standing by, until then we can not pave it until after the carnival.
- **Finance Director Pio Martin** – Nothing to report.

- **City Attorney Christina Smith** – Nothing to report.
- **Acting City Deputy Clerk, Olga Flores** – Nothing to add to the written report
- **Interim Police Chief Magda Martinez** – Nothing to add to the written report
- **City Engineer Mario Gouveia** – Nothing to report

COUNCIL MEMEBERS AGENDA ITEMS

- **Mayor Valdez** – Council appreciates all the hard work the staff is doing and will take a look at the lights with Council Member Jenkins at Maldonado Park.
- **Mayor Pro-Tem Renteria** – Would like an update on the snack bar and restrooms at Dunkle. Also would like to set up a time with Ben to drive around the city to address the semi-trucks. Commended Interim Police Chief Martinez on a thorough report and police presence in the city and also thanked Acting City Deputy Clerk Flores for her report and training.
- **Council Member Lopez** – None
- **Council Member Perez** – Asked Ben to have someone review the sidewalks around the Senior Center and other places.
- **Council Member Jenkins** – Would like an update on Maldonado Park lighting and water leaks that need to be fixed. And a report on the Senior Center 8-hour employee. Council Member Jenkins also commended the officers on making a big impact in the community and recommends they keep pushing forward.

CLOSED SESSION

None

ADJOURNMENT

Motion to adjourn at 7:26 p.m. by Council Member Jenkins, seconded by Council Member Perez, motion passed by a 5-0 vote.

ORDINANCE NO. 25-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA, AMENDING CHAPTER 16.5 OF THE FIREBAUGH MUNICIPAL CODE REGARDING PUBLIC NUISANCE ABATEMENT.

WHEREAS, the City of Firebaugh (“City”) is a general law city, incorporated under the State of California, with the power to make and enforce within its jurisdictional limits all local, police, sanitary, land use, and other ordinances and regulations not in conflict with general laws of the state; and

WHEREAS, the City Council adopted Ordinance No. 85-1 adding Chapter 16.5 to the Firebaugh Municipal Code (“FMC”) to address the issue of public nuisance abatement to protect the City and its citizens from property conditions injurious to public health and ensure the security and maintenance of neighborhoods and the general welfare; and

WHEREAS, the City Council desires to amend Chapter 16.5 of the FMC to further address issues related to abandoned or vacated properties, add additional requirements for security and registration, and create a monitoring program to ensure compliance with these regulations; and

WHEREAS, the City Council desires to amend the FMC pursuant to the Ordinance to preserve and protect the public peace, health, safety, and welfare; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FIREBAUGH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated into this Ordinance.

SECTION 2. AMENDMENT. Chapter 16.5 of the Firebaugh Municipal Code is hereby amended to read as follows (deletions in ~~striketrough~~ and additions in **red**):

Chapter 16.5 Public Nuisance Abatement

Sections:

§ 16.5-1 TITLE.

This chapter shall be known as the City of Firebaugh Public Nuisance Abatement Ordinance.

§ 16.5-2 FINDINGS.

The council finds and determines as follows:

- a. That the City has a history and a reputation for well kept properties and that the property values and the general welfare of the community are founded, in part, upon the appearance and maintenance of private properties;
- b. That there is a need for further emphasis on property maintenance and sanitation in that certain conditions, as described in this chapter, have been found from place to place throughout the city;
- c. That the existence of such conditions as described in this chapter, is injurious and inimical to the public health, safety and welfare of the residents of the city and contributes substantially and increasingly to the deterioration of neighborhoods;
- d. That unless correct measures are undertaken to alleviate such existing conditions, and assure the avoidance of future problems in this regard, the public health, safety, and general welfare and specifically the social and economic standards of the community will be depreciated;
- e. That the abatement of such conditions will improve the general welfare and image of the city; and
- f. That the abatement procedures set forth in this chapter are reasonable and afford due process to all affected persons.
- g. The purposes of this chapter are to safeguard, remedy, and prevent the decay and deterioration of our community by elimination of public nuisances, including Vacant Lots as defined in this chapter. The procedures established in this article are cumulative and in addition to any other remedy established by law.

§ 16.5-3 DEFINITIONS.

- a. ATTRACTIVE NUISANCE shall mean any condition, instrumentality or machine which is unsafe and unprotected and thereby dangerous to young children by reason of their inability to appreciate the peril therein, and which may reasonably be expected to attract young children to the premises and risk injury by playing with, in, or on it.
- b. BLIGHT -- means the condition of a specific Property or group of properties which would be offensive in the eyes of the public; where the conditions are visible from

public streets or right of ways and substantially detract from the aesthetics and economic value of the neighboring Properties including health and safety hazards, public nuisance, crime, neglect and deterioration of Property.

- c. DIRECTOR -- shall mean the fire chief, building inspector, or other city employee designated by the council or city manager to carry out and enforce the provisions of this chapter.
- d. LANDOWNER -- shall mean the person to whom land is assessed as shown on the last equalized assessment roll of the county.
- e. PARK STRIP -- shall mean that portion of street right-of-way which lies between the pProperty line and the outside edge of a gutter or gutter lip, including a driveway approach. Where no curb exists, "pPark sStrip" shall mean the area of pProperty from the pProperty line to the edge of the pavement.
- f. PROPERTY -- shall mean any lot or parcel of land. For the purposes of this definition, "lot or parcel of land" shall include any alley, sidewalk, pPark sStrip of unimproved public easement abutting such lot or parcel of land. Further, for the purpose of this definition, "unimproved public easement" shall not include an exposed irrigation canal.
- g. VACANT LOT -- shall mean any Property, lot or parcel that is either undeveloped; or has an existing on site building or structure that is either abandoned, vacant or unleased by the Property owner for more than one hundred and twenty (120) consecutive days. A Vacant Lot shall not include lots for which construction on the lot is proceeding diligently to completion in compliance with this Code, or for which a building permit has been issued and has not yet expired in accordance with this Code.

§ 16.5-4 RESPONSIBILITY FOR ENFORCEMENT.

The dDirector shall be responsible for the administration and enforcement of this chapter. For purposes of declaring and abating fire hazards pursuant to the provisions of this chapter, the dDirector is also authorized to perform the duties imposed on the fire chief and fire marshal pursuant to the provisions of Chapter 16 of this code.

§ 16.5-5 PROHIBITED ACTIVITIES.

It is unlawful for any person to keep, maintain, or deposit on any pProperty in the city any of:

- a. Rubbish or junk, including but not limited to refuse, garbage, scrap metal, concrete, asphalt, tin cans, tires, and piles of earth.
- b. Combustible material likely to become easily ignited or debris resulting from any fire and which constitutes a fire hazard, as defined in the Fire Code as adopted by the city pursuant to Chapter 16 of this code.
- c. Inoperative or abandoned motor vehicles which are not stored within an entirely enclosed space or carport, or unless specifically permitted by the zoning ordinance.

- d. The following weeds:
 - 1. Weeds which bear seeds of a downy or wingy nature
 - 2. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a menace to adjacent ~~p~~Property.
 - 3. Weeds which are otherwise noxious or dangerous.
 - 4. Puncture vines and tumbleweed.
 - 5. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
 - 6. Dry grass and grass likely to become dry, stubble, brush, litter or other flammable material which endangers the public safety creating a fire hazard, as defined in the Uniform Fire Code as adopted by the city pursuant to Chapter 16 of this code.
- e. Dead, decayed or hazardous trees, residue from a fire or demolition such as concrete or brick foundations and flatwork, and which constitute an unsightly appearance, a fire hazard, or are dangerous to public health and welfare.
- f. Yard landscaping that has become so overgrown or uncontrolled as to create a fire hazard, obstruction to traffic or otherwise a Blight to the neighborhood as defined in this section.

§ 16.5-6 PUBLIC NUISANCES.

It is hereby declared a public nuisance for any person owning, leasing, occupying, directly controlling, or having charge of any ~~p~~Property in this city to:

- a. Maintain any condition described in **section 16.5-5**.
- b. Maintain an ~~a~~Attractive ~~n~~Nuisance.
- c. Exhibit, store or repair merchandise, signs, bicycle racks or other obstructions upon any public sidewalk, street, alley or easement unless an encroachment permit has been obtained from the ~~d~~Director; provided, however, that this section shall not prohibit any acts authorized by this code relating to the construction of any awnings or buildings, nor prohibit the erection of telegraph, telephone or electric facilities otherwise authorized by law, and this section shall not apply to goods in actual course of delivery, receipt or removal with reasonable dispatch for a time not longer than two hours, nor to shade trees, nor to the erection of any sign which complies with this code as now existing or as hereafter amended, and for which a permit has been issued.
- d. Allow graffiti to remain visible on any building, fence, wall or structure for more than seven days. Graffiti shall be removed, covered or painted over in a manner that restores the defaced surface as much as possible to its original condition.
- e. Allow any vacant commercial or residential structure which has been vacant or unoccupied for a period of six months, to fall into a state of visible or obvious disrepair. Visible or obvious disrepair includes, but is not limited to: boarded up or broken windows or doors; chipping or cracking exterior paint or stucco; the

accumulation of trash, construction materials, shopping carts or abandoned vehicles; broken or visibly missing shingles or roofing materials; or, broken or unmaintained fencing.

§ 16.5-6.5 VACANT LOTS, PROPERTIES, OR PARCELS.

Owner, including but not limited to, beneficiaries/trustees and other responsible parties, shall:

- a. Maintain Vacant Lots compliant with conditions described in section **16.5**, including any perimeter fencing free of weeds, dry brush, dead vegetation, trash, garbage, junk, debris, building materials, vehicles, cars, boats, campers, any accumulation of newspapers, flyers, notices (except those required by federal, state or local law), discarded personal items, including, but not limited to, furniture, clothing, large and small appliances, graffiti, tagging or similar markings. The Property owner or other responsible person must inspect the Property at reasonable intervals or take other reasonable steps to ensure that there is no dead or dying vegetation, litter, weeds, graffiti, debris or materials accumulating on the Property.
- b. Enclose and secure the Vacant Lot with a chain link fence with slats, or other suitable fencing material subject to the satisfaction of the City for the purpose of enclosing the area and preventing public visibility. All fencing must be provided with a gate to allow access to the Vacant Lot for emergency services and such fencing shall be maintained in good condition at all times by the Property owner. Broken or open fences shall be repaired or replaced within seventy-two (72) hours of notification by the City.
- c. Within thirty (30) days after the lot becomes vacant or within thirty (30) days after the effective date of this Chapter, whichever is later, complete a Vacant Lot registration application on a form made available by the City and shall register the Vacant Lot with the Public Works Department or other such department tasked with the registration of Vacant Lots. A reasonable extension of time may be granted by the City for good cause.
- d. At the time of registering the Vacant Lot pay an annual fee as established by resolution of the City Council to defray the cost of administering this Chapter. Said fee shall be prorated based upon the month of the year that the registration occurs and the fee is paid. Registration of a Vacant Lot shall be valid for a period of twelve (12) months. If the lot remains vacant at the expiration of any registration period, then the owner or responsible party shall re-register such Vacant Lot and pay an additional annual fee.
- e. The City shall have the authority to make specific fee exemptions in a case where the Property owner has agreed to allow the Property to be used and operated for a specific community serving use and for a specific minimum time frame.

- f. If the annual registration fee is not paid when due, the fee may be specially assessed against the Property involved. If the fee is specially assessed against the Property, said assessment may be collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary real Property taxes. All laws applicable to the levy, collection and enforcement of real Property taxes are applicable to the special assessment.
- g. Prior to the removal of a Vacant Lot from the registration requirement established by this Chapter, the condition(s) which initially compelled registration of the lot must be resolved and an inspection by the City to determine compliance completed. No owner of a Vacant Lot shall be relieved of the registration requirement until all City fees, fines, penalties, or costs as applicable are paid in full.

§ 16.5-7 ENFORCEMENT.

Enforcement of this chapter may be accomplished by the city in any manner authorized by law. The procedures set forth herein shall not be exclusive and shall not in any manner limit or restrict the city from enforcing other city ordinances or abating public nuisances in any other manner provided by law.

§ 16.5-8 NOTICE AND ORDER OF DIRECTOR.

Whenever the ~~d~~Director has inspected or caused to be inspected any ~~p~~Property and has found and determined that conditions constituting a public nuisance exist thereon, the ~~d~~Director at his discretion may use the procedures set forth in this section for the abatement of such public nuisance.

- a. The ~~d~~Director shall issue a notice and order and mail a copy of such notice and order to the land owner of the ~~p~~Property and the person, if other than the land owner, occupying or otherwise in real or apparent charge and control of the ~~p~~Property. The notice and order shall contain:
 - 1. The street address and a legal description sufficient for identification of the ~~p~~Property on which the condition exists.
 - 2. A statement that the ~~d~~Director has determined that a public nuisance is being maintained on the ~~p~~Property with a brief description of the conditions which render the ~~p~~Property a public nuisance.
 - 3. An order to secure permits as appropriate and to physically commence, within 10 days from the date of service of the notice and order, and to complete within 20 days from such date, the abatement of the described conditions.
 - 4. A statement advising that the disposal of materials involved in public nuisances shall be carried forth in a legal manner.

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5. A statement advising that if the required work is not commenced within the time specified, the ~~d~~Director will proceed to cause the work to be done, and bill the persons named in the notice for the abatement costs and/or assess the costs against the ~~p~~Property.
 6. A statement advising that any person having any interest or record title in the ~~p~~Property may appeal from the notice and order or any action of the ~~d~~Director to the city council provided the appeal is made in writing as provided in this section and filed with the city clerk within 10 days from the date of service of the notice and order.
 7. A statement advising that the notice and order will be recorded against the ~~p~~Property in the office of the county recorder.
- b. The notice and order, and any amended notice and order, shall be mailed by first class mail, postage prepaid, to each person as required pursuant to the provisions of paragraph a at the address as it appears on the last equalized assessment roll of the county or as known to the ~~d~~Director. The address of owners shown on the assessment roll shall be conclusively deemed to be the proper address for the purpose of mailing such notice. The failure of the ~~d~~Director to make or attempt service on any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served. Service by mail in the manner herein provided shall be effective on the date of mailing. The failure of any person entitled to service to receive such notice shall not affect the validity of any proceedings taken under this chapter.
 - c. Proof of service of the notice and order shall be documented at the time of service by a declaration executed by the person effecting service, declaring the time and manner in which service was made.
 - d. At the time the notice and order is served, the ~~d~~Director may file in the office of the county recorder a certificate legally describing the ~~p~~Property and certifying that a public nuisance exists on the ~~p~~Property and the owner has been so notified. Whenever the corrections ordered shall have been completed so that there no longer exists a public nuisance on the ~~p~~Property described in the certificate; or the notice and order rescinded by the council upon appeal; or whenever the city abates the nuisance and the abatement costs have been paid, the ~~d~~Director shall file a new certificate with the county recorder that the nuisance has been abated.
 - e. Vacant Lots who receive a notice and order from the Director on more than three occasions in 18 months shall be deemed a "Nuisance Vacant Lot." Designation as a "Nuisance Vacant Lot" will require visible signage with owner contact information. In addition to the yearly registration fee, a monthly monitoring fee will be imposed upon a "Nuisance Vacant Lot." Said fee shall be imposed thirty (30) days after the designation of a "Nuisance Vacant Lot." A subsequent fee will be

imposed every thirty (30) days until such time as the lot is no longer vacant as defined in this Chapter.

§ 16.5-9 EXTENSION OF TIME TO PERFORM WORK.

Upon receipt of a written request from any person required to conform to the order, the dDirector, in his discretion, may grant an extension of time within which to complete said abatement, if the dDirector determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or pProperty. The dDirector shall have the authority to place reasonable conditions on any extensions he may grant pursuant to this section.

§ 16.5-10 APPEAL.

Any person aggrieved by the action of the dDirector in issuing a notice and order pursuant to the provisions of this chapter may appeal to the council by filing a written appeal with the city clerk within 10 days of the date of service on the notice and order. If no appeal is filed within the time prescribed the action of the dDirector shall be final.

§ 16.5-11 PERFORMANCE OF ABATEMENT.

Abatement of the nuisance may in the discretion of the dDirector be performed by city forces or by a contractor retained pursuant to the provisions of this code.

§ 16.5-12 ENTRY ON PRIVATE PROPERTY.

- a. The dDirector may enter upon private pProperty to abate the nuisance pursuant to the provisions of this chapter. No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the city whenever such person is engaged in the work of abatement, pursuant to the provisions of this chapter, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this chapter.
- b. No officer, agent or employee of the city shall be personally liable for any damage incurred or alleged to be incurred as a result of any act required permitted or authorized to be done or performed in the discharge of his duties pursuant to this chapter.

§ 16.5-13 ADDITIONAL PROCEEDINGS FOR ABATEMENT OF IMMINENTLY DANGEROUS PUBLIC NUISANCES.

Whenever the dDirector determines that a public nuisance is so imminently dangerous to life or adjacent pProperty that such conditions must be immediately corrected, or isolated, he may institute the following procedures:

- a. The ~~d~~Director shall attempt to make contact through a personal interview, or by telephone with the record owner of the building or premises, or the person, if any, occupying or otherwise in real or apparent charge and control thereof. In the event contact is made, the ~~d~~Director shall notify such person, or persons, of the danger involved and require that such condition be immediately removed, repaired or isolated so as to preclude harm to any person or ~~p~~Property.
- b. In the event the ~~d~~Director is unable to make contact as hereinabove noted, or if the appropriate persons, after notification by the ~~d~~Director, do not take action as specified by such official, within 72 hours, then the ~~d~~Director may take all steps deemed necessary to remove or isolate such dangerous condition or conditions. The ~~d~~Director, or his authorized representative, may enter the premises upon which the dangerous condition exists and proceed to remove or isolate such condition, or conditions, with the use of city forces or a contractor retained pursuant to the provisions of this code.
- c. The ~~d~~Director shall keep an itemized account of all costs incurred by the city in removing or isolating such condition, or conditions. Such costs may be recovered in the same manner that abatement costs are recovered pursuant to this chapter.

§ 16.5-14 ACCOUNT OF ABATEMENT COSTS.

The ~~d~~Director shall keep an itemized account of the costs incurred by the city in the abatement of any public nuisance under this chapter. Upon completion of the abatement work, the ~~d~~Director shall prepare a report specifying the work done, the itemized costs of the work for each ~~p~~Property, including direct, indirect and administrative costs, a description of the real ~~p~~Property, and the names and addresses of the persons entitled to service pursuant to section **16.5-8** of this code. Any such report may include costs on any number of properties, whether or not contiguous to each other. Each person named in the notice shall be jointly and severally liable for such abatement costs and the amount of such costs shall be a debt owed to the city.

§ 16.5-15 PROCEDURE FOR SPECIAL ASSESSMENT.

- a. When any charges levied pursuant to this chapter remain unpaid for a period of 60 days or more after the date on which they were billed, the ~~d~~Director, in his discretion, may forward the abatement costs report described in section **16.5-14** of this code to the city clerk.
- b. Upon receipt of the abatement costs report, the clerk shall fix a time and place for hearing and passing upon the report. The clerk shall cause notice of the amount of the proposed assessment, as shown in this report, to be given in the manner and to the persons specified in section **16.5-8** of this chapter. Such notice shall contain a description of the ~~p~~Property sufficient to enable the persons served to identify it, and shall specify the day, hour and place when the council will hear and pass upon

the report, together with any objections or protests, if any, which may be raised by any ~~p~~Property owner liable to be assessed for the costs of such abatement. Such notice of the hearing shall be so given not less than 15 days prior to the time fixed by the council for the hearing, and shall also be published one time, at least 15 days prior to the date of the hearing, in a daily newspaper published and circulated in the city.

- c. Any interested person may file a written protest with the city clerk at any time prior to the time set for the hearing on the report of the ~~e~~Director. Each such protest shall contain a description of the ~~p~~Property in which the person signing the protest is interested and the grounds of such protest. The city clerk shall endorse on every such protest the date and time of filing, and shall present such protest to the council at the time set for hearing.

§ 16.5-16 HEARING ON PROPOSED ASSESSMENT.

Upon the day and hour fixed for the hearing the council shall consider the report of the ~~e~~Director, together with any protests which have been filed with the city clerk as hereinabove provided. The council may make such revision, correction, or modification in the report as it may deem just, and when the council is satisfied with the correctness of the assessment, the report, and proposed assessment, as submitted or as revised, corrected, or modified, shall be confirmed. Notwithstanding the provisions of this section, if the nuisance proceeding involves an abandoned vehicle and the council determines that the vehicle was placed on the land without the consent of the ~~L~~Landowner and that he has not subsequently acquiesced in its presence, then the costs of abatement shall not be assessed against the ~~p~~Property or otherwise collected from the owner. The decision of the council on the report and the assessment and on all protests shall be final and conclusive. The council may adjourn the hearing from time to time.

§ 16.5-17 CONTEST OF ASSESSMENT.

The validity of any assessment levied under the provisions of this chapter shall not be contested in any action or proceeding unless such action or proceeding is commenced within 30 days after the assessment is confirmed by the council.

§ 16.5-18 NOTICE OF LIEN, FORM AND CONTENTS.

- a. Immediately upon the confirmation of the assessment by the council, the ~~e~~Director shall execute and file in the office of the City Recorder of Fresno County a certificate in substantially the following form:

NOTICE OF LIEN

Pursuant to the authority vested in the Director by the provisions of Chapter **16.5** of the Firebaugh Municipal Code, said Director did on or about the _____ day of _____, 20 _____, assess the cost of such abatement upon the

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Firebaugh real pProperty hereinafter described, and the same has not been paid nor any part thereof, and the said City does hereby claim a lien on said real pProperty for the net expense of the doing of said abatement in the amount of said assessment, to wit: the sum of \$ _____, and the same shall be a lien upon said real pProperty until the sum has been paid in full and discharged of record.

The real pProperty hereinabove mentioned, and upon which a lien is claimed, is that certain parcel of land lying and being in the City of Firebaugh, County of Fresno, State of California, and particularly described as follows:

(DESCRIPTION OF PROPERTY)

Date: This ____ day of _____, 20____.

City of Firebaugh

- b. Immediately upon the recording of the notice of lien the assessment shall constitute a lien on the real pProperty assessed. Such lien shall, for all purposes, be upon a parity with the lien of State, county and city taxes.

§ 16.5-19 COLLECTION WITH REGULAR TAXES PROCEDURE.

- a. The notice of lien, after recording shall be delivered to the Auditor of Fresno County, who shall enter the amount thereof on the county assessment book opposite the description of the particular pProperty and the amount shall be collected together with all other taxes thereon against the pProperty. The notice of lien shall be delivered to the auditor before the date fixed by law for the delivery of the assessment book to the county board of equalization.
- b. Thereafter the amount set forth in the notice of lien shall be collected at the same time and in the same manner as ordinary city taxes are collected, and shall be subject to the same penalties and interest and to the same procedure under foreclosure and sale in case of delinquency as provided for ordinary city taxes. All laws applicable to the levy, collection and enforcement of city taxes are hereby made applicable to such assessment.

§ 16.5-20 REFUNDS.

The council may order a refund of all or part of a tax paid pursuant to this chapter if it finds that all or part of the tax has been erroneously levied. A tax or part thereof shall not be refunded unless a claim is filed with the city clerk on or before November 1 after the tax became due and payable. The claim shall be verified by the person who paid the tax, or his guardian, executor or administrator.

§ 16.5-21 REMEDIES OF PRIVATE PARTIES.

The provisions of this chapter shall in no way adversely affect the right of the owner, lessee or occupant of any such lot to recover all costs and expenses required by this chapter from any person causing such nuisance.

§ 16.5-22 COST OF ABATEMENT CONSTITUTES A LIEN.

- a. The city may, pursuant to the provisions of this section and in lieu of the provisions of subsections **16.5-14** through **16.5-19**, collect any fee, cost, or charge incurred in (1) the abatement of public nuisances; (2) the correction of any violation of any law or regulation that would also be a violation of section 1941.1 of the **Civil Code**; (3) the enforcement of zoning ordinances adopted pursuant to Chapter 4 (commencing with section 65800) of Division 1 of Title 7 or any other constitutional or statutory authority; (4) inspections and abatement of violations of Article 1 (commencing with section 13100) of Part 2 of Division 13 of the **Health and Safety Code**; (5) inspections and abatement of violations of the State Housing Safety Code and regulations adopted pursuant thereto; (6) inspections and abatement of violations of the **California Building Standards Code**, Title 24 of the **California Code of Regulations**; or (7) inspections and abatement related to local ordinances and regulations that implement any of the foregoing, if the fee, cost or charge has not been paid within 45 days of notice thereof, and the city does hereby make the amount of the unpaid fee, cost, or charge a lien against the ~~p~~Property that is the subject of the enforcement activity.
- b. Except as provided in subsection **16.5-22a**, the amount of the proposed lien shall be collected at the same time and in the same manner as ~~p~~Property taxes are collected. All laws applicable to the levy, collection, and enforcement of ad valorem taxes shall be applicable to the proposed lien, except that if any real ~~p~~Property to which the lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of taxes would become delinquent, then the lien that would otherwise be imposed by this section shall not attach to real ~~p~~Property and the costs of enforcement relating to the ~~p~~Property shall be transferred to the unsecured roll for collection.
- c. The amount of any fee, cost, or charge shall not exceed the actual cost incurred performing the inspections and enforcement activity, including permit fees, fines, late charges, and interest.
- d. This section shall not apply to owner-occupied residential dwelling units.
- e. This section does not apply to any enforcement, abatement, correction, or inspection activity regarding a violation in which the violation was evident on the plans that received a building permit.
- f. The city shall provide the owner of the ~~p~~Property with written notice in plain language of the proposed lien, a description of the basis for the amounts comprising

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the lien, a minimum of 45 days after notice to pay the fee, cost or charge, and an opportunity to appear before the city council and be heard regarding the amount of the proposed lien.

- g. The city council may delegate the following of the hearing required by subsection **16.5-22f** to a hearing board designated by the city council. The hearing board shall make a written recommendation to the city council which shall include factual findings based on evidence, notice of hearing, or may set the matter for a de novo hearing before the city council. Notice in writing of the de novo hearing shall be provided to the ~~p~~Property owner at least 10 days in advance of the scheduled hearing.
- h. If the city council determines that the lien authorized pursuant to subsection **16.5-22a** shall become a lien, the body may also cause a notice of lien to be recorded. This lien shall attach upon recordation in the office of the county recorder and shall have the same force, priority, and effect as a judgment lien, not a tax lien. The notice shall, at a minimum, identify the record owner or possessor of the ~~p~~Property, set forth the last known address of the record owner or possessor, set forth the date upon which the lien was created against the ~~p~~Property, and include a description of the real ~~p~~Property subject to the lien and the amount of the lien.

CITY OF FIREBAUGH

FRESNO COUNTY, CALIFORNIA

1133 "P" STREET
FIREBAUGH, CALIFORNIA 93622-2547
(559) 659-2043
FAX (559) 659-3412

TO: Mayor Freddy Valdez and Council Members
FROM: Pio Martin, Finance Director
DATE: October 06, 2025
SUBJECT: Resolution 25-33 Amendment to Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority

RECOMMENDATION

It is recommended that the City Council approve and adopt the attached Resolution to approve the Amended and Restated Joint Powers Agreement (JPA) of the Central San Joaquin Valley Risk Management Authority (CSJVRMA).

BACKGROUND

The Central San Joaquin Valley Risk Management Authority is a governmental joint powers authority of which the City of Firebaugh is a long-standing member. The CSJVRMA provides City with a range of essential insurance programs. These programs are designed to protect the City of Firebaugh from a variety of risks, including liability, property damage, and workers' compensation, and auto physical damage claims. The last amendment to the Joint Powers Agreement was completed in 1994. Since then, the CSJVRMA has continued to evolve its services and has determined that an update to its governing document is necessary to reflect current operational practices and future strategic goals.

DISCUSSION

The CSJVRMA has presented its members with an Amended and Restated Joint Powers Agreement for review and approval. This new version of the JPA updates the agreement's language, which has been in place for over 30 years. The proposed changes are designed to provide greater clarity and operational flexibility for the Authority and its members.

The City of Firebaugh has been provided with both a redlined draft, showing all proposed changes, and a clean copy of the new JPA for review. The approval of this amended agreement by the City Council is a necessary step to ensure the City remains in good standing with the CSJVRMA and can continue to benefit from its comprehensive risk management programs.

FISCAL IMPACT

There is no direct fiscal impact associated with the approval of this Resolution.

Attachments:

1. Resolution approving the Amended and Restated Joint Powers Agreement
2. Redlined draft showing changes from the 1994 version
3. Clean copy of the Amended and Restated Joint Powers Agreement

RESOLUTION 25-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AMENDMENT TO JOINT POWERS AGREEMENT OF THE CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

WHEREAS, the CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY (CSJVRMA) is a California Joint Powers Authority created and operated pursuant to California Government Code 6500 et. seq. for the purpose of pooling funds to provide coverage for indemnification and defense and to purchase excess insurance for certain civil claims involving general liability, workers' compensation, and property damage;

WHEREAS, the City of Firebaugh is authorized pursuant to California Government Code 990.8 to enter into a Joint Powers Agreement for the purposes described above;

WHEREAS, the City of Firebaugh is a member of the CSJVRMA;

WHEREAS, the Joint Powers Agreement which was created establishing the CSJVRMA allows for amendment of the agreement upon approval by the City Council of two thirds of the members of the CSJVRMA;

WHEREAS, the CSJVRMA desires to amend the Joint Powers Agreement as set forth in the Agreement dated July 1, 1994, and as amended July 1, 2025, a copy of which is attached hereto and incorporated herein;

The City hereby resolves:

IT IS HEREBY RESOLVED that the City Council of City of Firebaugh approves the Central San Joaquin Valley Risk Management Authority Joint Powers Agreement, dated July 1, 1994, as amended and restated on July 1, 2025, and in the form as attached hereto, and it is FURTHER RESOLVED that the City Manager/Administrator is authorized and directed to execute such agreement.

The forgoing resolution was adopted this 6 day of October, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR

ATTEST:

INTERIM DEPUTY CITY CLERK

CENTRAL SAN JOAQUIN VALLEY
RISK MANAGEMENT AUTHORITY
JOINT POWERS AGREEMENT
AS AMENDED JULY 1, ~~1994~~ 2025

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT
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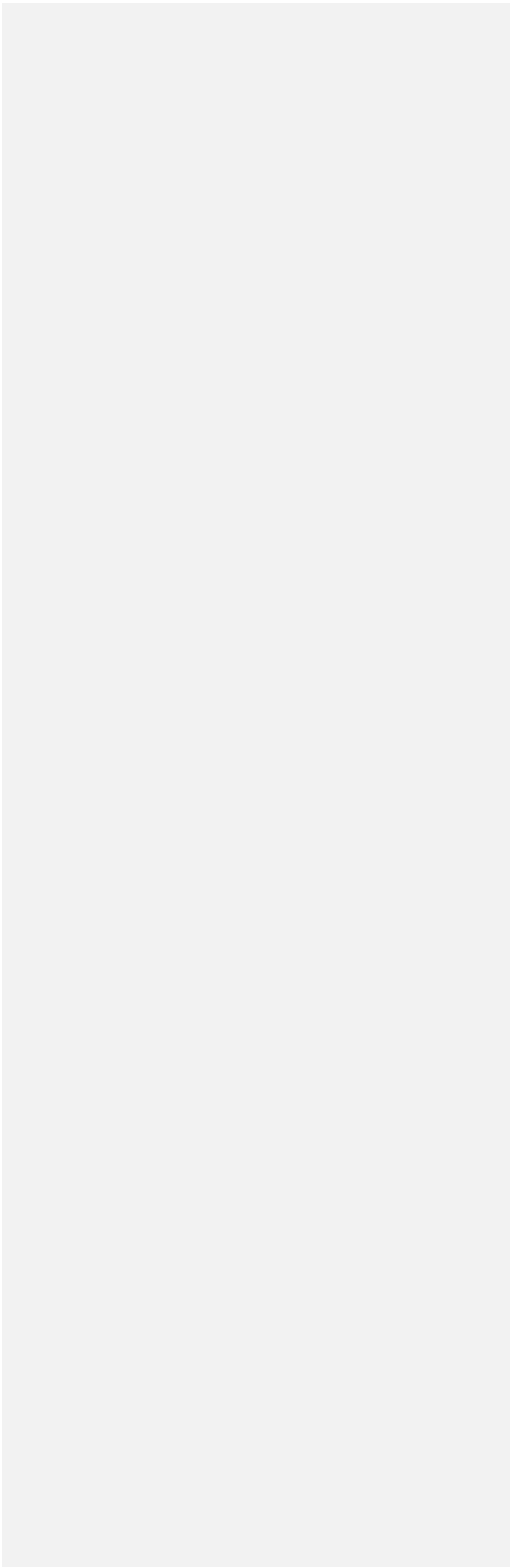
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AMENDED JOINT EXERCISE OF POWERS AGREEMENT
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

THIS AMENDED AGREEMENT, dated for convenience this 1st day of ~~July, 2025~~¹⁹⁹⁴, made and entered into by, between, and among those **Member Cities** which become parties to this Agreement by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this Agreement;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this Agreement desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial Agreement dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial Agreement was amended on January 1, 1985 ~~and July 1, 1994~~ by a two-thirds vote of the **Member Cities'** city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this Agreement which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said Agreement provides that amendments to the Agreement may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this Agreement by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended Agreement, dated July 1, ~~2025~~¹⁹⁹⁴, which concurrently supersedes that certain Agreement creating the **Authority**, dated April 1, 1979, and all amendments thereto.

ARTICLE I
DEFINITIONS

The following words, when typed in bold print within the provisions of this Agreement, shall have the following definitions:

"Administrator" shall mean that person or group appointed by the Executive Committee and given responsibility for the management, administration, and operation of the **Authority**.

"Agreement" shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

"Authority" shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

"Board of Directors" or **"Board"** shall mean the governing body of the **Authority**.

"Broker" shall mean the **insurance broker** hired by the **Executive Committee** to acquire **insurance** coverage.

"Claims" shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

"Deposit Premium" shall mean the annual dollar amount determined by the Board of Directors payable by each Member City for the purpose of self-insurance coverage, excess insurance premiums, and administrative costs, charged for the purpose of carrying out the powers of the Authority. ~~those funds charged for the purpose of self-insured coverage.~~

"Executive Committee" shall mean the elected officers and the representatives appointed by each region to represent that region.

"Fiscal Year" shall mean the period July 1 to June 30 of each year.

"Insurance" shall mean any commercial insurance coverage.

"Insurance Premium" shall mean those funds charged for the payment of group purchased **insurance**.

"Joint Protection Programs" shall mean any program to provide risk sharing or **insurance** coverage under this Agreement and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess **insurance** to be purchased. Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding

of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

"Master Plan Document" shall mean the document, formally adopted by the Executive Committee participating Member Cities, containing the provisions setting forth the operations, policies, and provisions of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

"Member City" shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the Agreement and the Bylaws, and has signed the Agreement.

"Operating Fund" shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**.

"Representative" shall mean the person, normally the City Manager/Administrator of the Member City, who has been designated in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's Board** or **Executive Committee**. The Representative must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the Member City and whose responsibilities include all or part of the Member City's risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

"Self-Insurance" shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposure area without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II PURPOSES

The purpose of this Agreement is to provide joint powers common to each **Member City** for **insurance** purposes; to pool self-insured claims and losses, to purchase or participate in excess pooling or excess insurance coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services; and share risks; to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities desiring to become parties to the Agreement.

ARTICLE III
CREATION OF JOINT POWERS AUTHORITY

- ~~A.~~ Pursuant to Section 6500, et. seq. of the California Government Code, the Authority is a public entity separate and apart from the parties to this Agreement. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this Agreement.
- ~~B.~~ It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this Agreement, even though some powers and procedures may be changed by this Agreement.
- ~~C.~~ The **Authority**, its **Board**, officers, membership, and staff shall be governed by this Agreement, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV
PARTIES TO AGREEMENT

- ~~A.~~ Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement. ~~Each party to the Agreement shall be bound by this Agreement when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended Agreement.~~ A party to this Agreement certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this Agreement and, in addition, with each city which may hereafter be added as a party to and may sign this Agreement. ~~Each city which has or may hereafter sign this Agreement also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.~~
- ~~B.~~ Each city which is a member of the **Authority** at the time this amended Agreement is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this Agreement.

ARTICLE V
MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this Agreement pursuant to the Bylaws of the **Authority**.

ARTICLE VI
TERM OF AGREEMENT

This Agreement, as amended, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**. When effective, this Agreement, as may be amended from time to time, shall continue thereafter until terminated as herein provided. This Agreement shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII
POWERS OF THE **AUTHORITY**

A. ~~The **Authority** shall have all of the powers common to **Member Cities** and all additional powers set forth in Section 6500, et. seq. and Section 989, et. seq. of the Government Code and other applicable law. The **Authority** shall have all of the rights, immunities, privileges, and defenses afforded each **Member City** and peculiar to the particular **Member City** being sued or against which there has been a claim.~~

Pursuant to and to the extent required by Government Code section 6509, the Authority shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the Authority, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. ~~to m~~Make and enter into contracts;
2. ~~to i~~ncur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** ~~which is a part of this Agreement~~except as otherwise provided;

3. ~~to~~ ~~Assess Member Cities as deemed appropriate for good cause as determined by the Executive Committee;~~
4. ~~to~~ ~~Acquire, hold, or dispose of real and personal property;~~
5. ~~to~~ ~~Receive contributions and donations of property, funds, services, and other forms of assistance from any sources;~~
6. ~~to~~ ~~Sue and be sued in its own name;~~
7. ~~to~~ ~~Employ agents and employees;~~
8. ~~to~~ ~~Acquire, construct, manage, and maintain buildings;~~
9. ~~to~~ ~~Lease real or personal property, including property that of a Member City; and~~
10. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

~~B. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.~~ This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

ARTICLE VIII BOARD OF DIRECTORS

A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one ~~Representative~~ from each **Member City**, each serving in an individual capacity as a member of the **Board**. Each **Member City** shall appoint one **Representative**. Appointments shall be limited to the City Manager/Administrator of each **Member City** or his/her authorized delegate. Each **Member City** shall also appoint one alternate **Representative**. The alternate **Representative** may attend and may participate in any meeting of the **Board**. When the regular **Representative** for whom he/she is an alternate is absent from the meeting, the alternate **Representative** may vote. Each **Representative** serves at the pleasure of the **Member City** being represented. Each **Representative** has one vote as the member of the **Board**. **Representatives** are not entitled to compensation. However, the **Executive Committee** may authorize reimbursement for expense incurred by a **Representative** in connection with his/her duties for the **Authority**.

B. MEETINGS OF THE BOARD

The **Board** shall hold at least two meetings each year. The ~~Executive Committee~~ shall ~~determine~~ ~~fix by resolution~~ the date upon which and the hour and place at which each regular meeting is to be held.

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special meeting by filing a written request with the Secretary. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for

Commented [JW1]: Meetings will continue to be adopted by the EC, but in a less formal manner than by resolution.

notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept. ~~As soon as possible after each meeting, copies of the minutes shall be forwarded to each Member City.~~

A majority of the members of the **Board** is a quorum for the transaction of business. ~~However, less than a quorum may adjourn from time to time.~~ A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.

C. POWERS OF THE **BOARD OF DIRECTORS**

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**. ~~The Board~~ may delegate any and all of its authority to the **Executive Committee** except the following:

1. ~~Amendments to~~ ~~To change~~ the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
2. ~~To creation of~~ any new **Joint Protection Program**;
3. ~~To termination of~~ ~~ae~~ any **Joint Protection Program**;
4. ~~To expulsion of~~ a **Member City**;
5. ~~To adoption of~~ an operating budget for the **Authority**;
6. ~~To change or revise~~ ~~Amendments to~~ the **Authority's** Conflict of Interest Code; and
7. ~~To A~~ ~~authorization for~~ ~~e~~ the issuance, modification, or defeasance of bonds.

ARTICLE IX BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this Agreement.

ARTICLE X **EXECUTIVE COMMITTEE**

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**. ~~The Executive Committee~~ shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.

ARTICLE XI OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer. Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable. All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

~~The president shall appoint someone other than the treasurer to perform the functions of auditor/controller of the Authority. shall be performed by the Authority's contracted administration firm officers or employees or in-house staff, or the president may assume these functions as a collateral duty of the presidency. The auditor/controller must be a member of the Board.~~ The **Treasurer** and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6. ~~The Board shall require the treasurer and auditor/controller to file with the Authority an official bond in the amount to be fixed by the Board. The Authority shall pay the cost of bond premiums required by this section. The Authority shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.~~

Commented [JR2]: Staff conformed this section to reflect current practices/align with 6505.6.

ARTICLE XII JOINT PROTECTION PROGRAMS

- ~~A.~~ The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable. All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws. All other **Joint Protection Programs** shall be optional. The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.
- ~~B.~~ Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating **Member City** of another program. A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program. Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve

to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. The ~~funds treasurer~~ shall ~~be invested and reinvest the funds~~ in compliance with the **Authority's** Investment Policy and ~~relevant State laws, and in the same manner as if they were Member City funds.~~

Commented [JR3]: This change is to allow for the potential formation of a captive entity, and investment under other state laws.

Refunds shall be made in accordance with the **Master Plan Document** for each program.

Commented [JR4]: The MPD will be amended to provide for flexibility in the payment of refunds. Recall board action to ratify decisions of executive committee in withholding refund amounts.

ARTICLE XIV OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums, broker's fees, adjusting fees, consultant and legal fees, and such other items** as are appropriate. Just demands for payment shall be made by warrants in compliance with the adopted budget. The warrants shall be paid as directed by the **Executive Committee**. The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI FUNDING AND PROCEDURES FOR CALCULATING ANNUAL CONTRIBUTIONS

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII RESPONSIBILITIES OF **AUTHORITY**

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this Agreement:

1. assist **Member Cities** in developing their risk management programs ;
2. participate in risk management advisory committees formed by **Member Cities**;
3. provide loss prevention, safety, and security services;
4. provide all program-services as required by program **Master Plan Documents** ;
5. provide loss analysis control by use of statistical analysis, data processing, and

- record and file keeping services. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
6. conduct risk management audits to review the participation of each **Member City** in the program; and
 7. perform other functions as required by the **Board** for the purpose of accomplishing the goals of this Agreement.

ARTICLE XVIII RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. pay all financial obligations to the **Authority** within the time prescribed;
2. appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. adopt a risk management program; carry out the duties and responsibilities as assigned or mandated by the Board of Directors and/or the Executive Committee which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority**, and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;
5. establish a risk management advisory committee to work with the risk manager of the **Authority**;
6. maintain an active safety committee;
7. report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
8. permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
9. submit DE3-DPs to the **Authority** concurrent with the submission dates established by the State of California;
10. submit underwriting information requested by the **Authority** on a timely basis;
11. provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
12. cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
13. cooperate to the fullest extent with the **Authority's** Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
14. comply with risk management requirements established under the authority of this Agreement.

Commented [JW5]: This will be included in the program master plan document

ARTICLE XIX

WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program. A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

ARTICLE XX INVOLUNTARY TERMINATION

A **Member City** may be removed from this Agreement by a two-thirds (2/3rds) vote of the **Board** for non-compliance with any provision of the governing documents. Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

ARTICLE XXI CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this Agreement, the Bylaws, Resolutions, and the **Master Plan Documents of Joint Protection Programs** in which the **Member City** has participated.

ARTICLE XXII REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

A. In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**. The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**. The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**. Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to

participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII
TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**.
- The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**.
- Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV
AUDIT

A- The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

ARTICLE XXV
ARBITRATION

Any controversy between the parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXVI
BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**,
AND MEMORANDA OF COVERAGE

Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this Agreement, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

ARTICLE XXVII
ENFORCEMENT

The **Authority** is hereby granted authority to enforce this Agreement. In the event action is instituted by the **Authority** to enforce any term of this Agreement, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII
AMENDMENTS

This Agreement may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this Agreement. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this Agreement as provided herein.

ARTICLE XXIX
NOTICES

Notices under this Agreement shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX
COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: _____

MEMBER CITY

BY: _____

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT

AS AMENDED AND RESTATED

EFFECTIVE JULY 1, 2025

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AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

THIS AMENDED AND RESTATED **AGREEMENT**, dated for convenience this 1st day of July 2025, made and entered into by, between, and among those **Member Cities** which become parties to this **Agreement** by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this **Agreement**;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this **Agreement** desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial **Agreement** dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial **Agreement** was amended on January 1, 1985, and July 1, 1994, by a two-thirds vote of the **Member Cities'** city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this **Agreement** which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said **Agreement** provides that amendments to the **Agreement** may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this **Agreement** by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended and restated **Agreement**, dated July 1, 2025, which concurrently supersedes that certain **Agreement** creating the **Authority**, dated April 1, 1979, and all amendments thereto.

ARTICLE I DEFINITIONS

The following words, when typed in bold print within the provisions of this **Agreement**, shall have the following definitions:

"**Administrator**" shall mean that person or group appointed by the **Executive Committee** and given responsibility for the management, administration, and operation of the **Authority**.

"**Agreement**" shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

"**Authority**" shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

"**Board of Directors**" or "**Board**" shall mean the governing body of the **Authority**.

"**Broker**" shall mean the **insurance broker** hired by the **Executive Committee** to acquire **insurance** coverage.

"**Claims**" shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

"**Deposit Premium**" shall mean the annual dollar amount determined by the Board of Directors payable by each **Member City** for the purpose of **self-insurance** coverage, excess **insurance premiums**, and administrative costs, charged for the purpose of carrying out the powers of the **Authority**.

"**Executive Committee**" shall mean the elected officers and the representatives appointed by each region to represent that region.

"Fiscal Year" shall mean the period July 1 to June 30 of each year.

"Insurance" shall mean any commercial insurance coverage.

"Insurance Premium" shall mean those funds charged for the payment of group purchased insurance.

"Joint Protection Programs" shall mean any program to provide risk sharing or insurance coverage under this **Agreement** and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess insurance to be purchased. Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

"Master Plan Document" shall mean the document, formally adopted by the **Executive Committee**, setting forth the operations, policies, and provisions of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

"Member City" shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the **Agreement** and the Bylaws and has signed the **Agreement**.

"Operating Fund" shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**.

"Representative" shall mean the person, **designated** in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's Board** or **Executive Committee**. The **Representative** must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the **Member City** and whose responsibilities include all or part of the **Member City's** risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

"Self-Insurance" shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposure without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II PURPOSES

The purpose of this **Agreement** is to provide joint powers common to each **Member City** for **insurance** purposes; to pool self-insured **claims** and losses, to purchase or participate in excess pooling or excess **insurance** coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services; to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities desiring to become parties to the **Agreement**.

ARTICLE III CREATION OF JOINT POWERS AUTHORITY

Pursuant to Section 6500, et. seq. of the California Government Code, the **Authority** is a public entity separate and apart from the parties to this **Agreement**. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this **Agreement**.

It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this **Agreement**, even though some powers and procedures may be changed by this **Agreement**.

The **Authority**, its **Board**, officers, membership, and staff shall be governed by this **Agreement**, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV PARTIES TO **AGREEMENT**

Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement. Each party to the **Agreement** shall be bound by this **Agreement** when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended and restated **Agreement**. A party to this **Agreement** certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this **Agreement** and, in addition, with each city which may hereafter be added as a party to and may sign this **Agreement**. Each city which has or may hereafter sign this **Agreement** also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this **Agreement** nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.

Each city which is a member of the **Authority** at the time this amended and restated **Agreement** is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this **Agreement**.

ARTICLE V MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this **Agreement** pursuant to the Bylaws of the **Authority**.

ARTICLE VI TERM OF AGREEMENT

This **Agreement**, as amended and restated, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**. When effective, this **Agreement**, as may be amended from time to time, shall continue thereafter until terminated as herein provided. This **Agreement** shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII POWERS OF THE AUTHORITY

Pursuant to and to the extent required by Government Code section 6509, the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the **Authority**, then the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. Make and enter into contracts;

2. Incur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** except as otherwise provided;
3. Assess **Member Cities** as deemed appropriate by the **Executive Committee**;
4. Acquire, hold, or dispose of real and personal property;
5. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
6. Sue and be sued in its own name;
7. Employ agents and employees;
8. Acquire, construct, manage, and maintain buildings;
9. Lease real or personal property, including property of a **Member City**; and
10. To exercise all powers necessary and proper to carry out the terms and provisions of this **Agreement** or otherwise authorized by law.

This **Agreement** shall be construed and interpreted in accordance with the laws of the State of California.

ARTICLE VIII BOARD OF DIRECTORS

A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one **Representative** from each **Member City**, each serving in an individual capacity as a member of the **Board**. Each **Member City** shall appoint one **Representative**. Appointments shall be limited to the City Manager/Administrator of each **Member City** or his/her authorized delegate. Each **Member City** shall also appoint one alternate **Representative**. The alternate **Representative** may attend and may participate in any meeting of the **Board**. When the regular **Representative** for whom he/she is an alternate is absent from the meeting, the alternate **Representative** may vote. Each **Representative** serves at the pleasure of the **Member City** being represented. Each **Representative** has one vote as the member of the **Board**. **Representatives** are not entitled to compensation. However, the **Executive Committee** may authorize reimbursement for expense incurred by a **Representative** in connection with his/her duties for the **Authority**.

B. MEETINGS OF THE **BOARD**

The **Board** shall hold at least two meetings each year. The **Executive Committee** shall determine the date upon which and the hour and place at which each regular meeting is to be held.

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special

meeting by filing a written request with the Secretary. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept. As soon as possible after each meeting, copies of the minutes shall be forwarded to each **Member City**.

A majority of the members of the **Board** is a quorum for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.

C. POWERS OF THE **BOARD OF DIRECTORS**

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**. The **Board** may delegate any and all of its authority to the **Executive Committee** except the following:

1. Amendments to the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
2. Creation of any new **Joint Protection Program**;
3. Termination of any **Joint Protection Program**;
4. Expulsion of a **Member City**;
5. Adoption of an operating budget for the **Authority**;
6. Amendments to the **Authority's** Conflict of Interest Code; and
7. Authorization for the issuance, modification, or defeasance of bonds.

ARTICLE IX BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this **Agreement**.

ARTICLE X **EXECUTIVE COMMITTEE**

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**. The **Executive Committee** shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.

ARTICLE XI OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer. Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable. All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

The functions of auditor/controller of the **Authority** shall be performed by the **Authority's** officers or employees. The Treasurer and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6. The **Authority** shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.

ARTICLE XII JOINT PROTECTION PROGRAMS

- A. The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable. All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws. All other **Joint Protection Programs** shall be optional. The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.
- B. Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating Member City of another program. A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program. Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. The funds shall be invested in compliance with the **Authority's** Investment Policy and relevant state laws.

Refunds shall be made in accordance with the **Master Plan Document** for each program.

ARTICLE XIV
OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums, broker's fees**, adjusting fees, consultant and legal fees, and such other items as are appropriate. Just demands for payment shall be made by warrants in compliance with the adopted budget. The warrants shall be paid as directed by the **Executive Committee**. The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV
BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI
**FUNDING AND PROCEDURES FOR CALCULATING
ANNUAL CONTRIBUTIONS**

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII
RESPONSIBILITIES OF AUTHORITY

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this **Agreement**:

1. Assist **Member Cities** in developing their risk management programs;
2. Participate in risk management advisory committees formed by **Member Cities**;
3. Provide loss prevention, safety, and security services;
4. Provide all program services as required by program **Master Plan Documents**;
5. Provide loss analysis control by use of statistical analysis, data processing, and record and file keeping services. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
6. Conduct risk management audits to review the participation of each **Member City** in the program; and
7. Perform other functions as required by the **Board** for the purpose of accomplishing the goals of this **Agreement**.

ARTICLE XVIII
RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. Pay all financial obligations to the **Authority** within the time prescribed;
2. Appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. Conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. Carry out the duties and responsibilities as assigned or mandated by the **Board of Directors** and/or the **Executive Committee** which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority**, and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;
5. Report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
6. Permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
7. Submit underwriting information requested by the **Authority** on a timely basis;
8. Provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
9. Cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
10. Cooperate to the fullest extent with the **Authority's** Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
11. Comply with risk management requirements established under the authority of this **Agreement**.

ARTICLE XIX
WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program. A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

ARTICLE XX
INVOLUNTARY TERMINATION

A **Member City** may be removed from this **Agreement** by a two-thirds (2/3rds) vote of the **Board** for non-compliance with any provision of the governing documents. Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

ARTICLE XXI
CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums, deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this **Agreement**, the Bylaws, Resolutions, and the **Master Plan Documents of Joint Protection Programs** in which the **Member City** has participated.

ARTICLE XXII
REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**. The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**. The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums, deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**. Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII
TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**.

The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**. Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV AUDIT

The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

ARTICLE XXV ARBITRATION

Any controversy between the parties hereto arising out of this **Agreement** shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXVI BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**, AND MEMORANDA OF COVERAGE

Each party to this **Agreement** by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this **Agreement**, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

ARTICLE XXVII ENFORCEMENT

The **Authority** is hereby granted authority to enforce this **Agreement**. In the event action is instituted by the **Authority** to enforce any term of this **Agreement**, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII
AMENDMENTS

This **Agreement** may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this **Agreement**. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this **Agreement** as provided herein.

ARTICLE XXIX
NOTICES

Notices under this **Agreement** shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX
COUNTERPARTS

This **Agreement** may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: _____

MEMBER CITY

BY: _____

DELTA-MENDOTA SUBBASIN GSAS JOINT POWERS AUTHORITY AGREEMENT

This **DELTA-MENDOTA SUBBASIN GSAS JOINT POWERS AUTHORITY AGREEMENT** (this “Agreement”) is made and entered into on this 1st day of December, 2025 (the “Effective Date”) pursuant to Title 1, Division 7, Chapter 5 (Section 6500 *et seq.*) of the California Government Code relating to the joint exercise of powers, by and among the groundwater sustainability agencies within the Delta-Mendota Subbasin listed in Exhibit “A” (each a “Member” and in the plural or collectively, as the “Members”).

RECITALS

A. **WHEREAS**, in September 2014 the Governor of the State of California signed legislation creating the Sustainable Groundwater Management Act (or “SGMA,” as that term is defined in section 1.14, below) “to provide local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater.” (Wat. Code, § 10720.1(d)); and

B. **WHEREAS**, SGMA provides that each affected groundwater basin may be regulated separately by one or more groundwater sustainability agencies (a “GSA” or “GSAs”, respectively). Any local agency or combination of local agencies overlying a groundwater basin may decide to become a GSA for that basin within its boundaries. (Wat. Code, § 10723(a).); and

C. **WHEREAS**, groundwater sustainability under SGMA is to be achieved through groundwater sustainability plans (or “GSPs,” as the term “GSP” is defined in section 1.10, below), which can be a single plan developed by one or more GSAs, or multiple coordinated plans within a basin or subbasin (Wat. Code, § 10727); and

D. **WHEREAS**, the Members overlie portions of the Delta-Mendota Subbasin number 5-22.07 of the San Joaquin Valley Groundwater Basin identified in the California Department of Water Resources (“DWR”) Bulletin 118 (the “Subbasin”), as its boundaries may be modified from time to time as provided by law; and

E. **WHEREAS**, DWR has designated the entire Subbasin as critically overdrafted. Under SGMA, GSAs in critically overdrafted subbasins were required to assume their regulatory roles by June 30, 2017, and to submit one or more GSPs covering the basin to DWR by January 31, 2020; and

F. **WHEREAS**, the Members are all public agencies as defined by Government Code section 6500 and Water Code section 10723(a). All Members are authorized to contract with the State or Federal governments and agencies, and to exercise powers related to groundwater management, land use, or both, within their jurisdictional boundaries. Each Member qualifies individually to serve as a GSA under SGMA; and

G. **WHEREAS**, the Members initially managed the Subbasin pursuant to SGMA through the development and implementation of six different coordinated GSPs; and

H. **WHEREAS**, in 2024, the Members adopted a single GSP to cover the entire Subbasin to comply with SGMA; and

I. **WHEREAS**, the Members formed a “Coordination Committee” pursuant to that certain “Memorandum of Agreement Among the Delta-Mendota Subbasin Groundwater Sustainability Agencies” (the “MOA”) to, among other things, make recommendations, approve budgets and authorize entering into contracts on behalf of the Subbasin; and

J. **WHEREAS**, the Members previously contracted with San Luis & Delta-Mendota Water Authority (“SLDMWA”) to assist in coordinating administrative, financial and technical management of the multiple GSAs in the Subbasin; and

K. **WHEREAS**, the Members now desire to enter into this Agreement to form the Delta-Mendota Subbasin GSAs Joint Powers Authority (the “Authority”) for the purpose of coordinating the administrative, financial, and technical management of the multiple GSAs in the Subbasin and replace the previously existing Coordination Committee with the Board of Directors of the Authority.

NOW, THEREFORE, in consideration of the true and correct facts recited above, which are hereby incorporated herein, and of the covenants, terms and conditions set forth herein, the Members hereto agree as follows:

ARTICLE I DEFINITIONS

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

1.1 **“Act”** means the Joint Exercise of Powers Act codified at Government Code sections 6500, *et seq.*

1.2 **“Agreement”** means this Delta-Mendota Subbasin GSAs Joint Powers Authority Agreement.

1.3 **“Authority”** means the Delta-Mendota Subbasin GSAs Joint Powers Authority.

1.4 **“Coordinated Plan Expenses”** are those Subbasin-wide Activities expenses incurred by the Authority, the Secretary, and the Plan Manager, at the direction of the Board of Directors, within approved annual cost estimates for purposes described in this Agreement and in implementing the DM Subbasin MOA, including actual expenses incurred in executing obligations under the DM Subbasin MOA for intrabasin and interbasin coordination, which are shared equally amongst the seven representative seats of the Board of Directors, in accordance with the Participation Percentages.

1.5 **“Board of Directors”** means the governing body of the Authority established pursuant to Article 6 of this Agreement.

1.6 **“Director”** means a designated representative who holds a seat on the Authority’s seven-member Board of Directors.

1.7 **“GSA”** shall mean a groundwater sustainability agency established in accordance with SGMA and its associated regulations, and “GSAs” shall mean more than one such groundwater sustainability agency. Each Member is a GSA.

1.8 **“GSA Group Representative”** shall refer to the representative of a group of GSAs that share a single seat on the Board of Directors, as established in Article 6.1 of this Agreement.

1.9 **“GSA Representative”** shall refer to the representative of a single GSA who holds a single seat on the Board of Directors, as established in Article 6.1 of this Agreement.

1.10 **“GSP”** means a groundwater sustainability plan, as defined by section 10721(k) of the Water Code.

1.11 **“Fiscal Year”** means each period beginning on March 1 and ending on the last day in February the following year.

1.12 **“MOA”** shall mean the “Memorandum of Agreement Among the Delta-Mendota Subbasin Groundwater Sustainability Agencies,” as amended, describing the Members’ responsibilities for the Subbasin-wide monitoring network, coordinated data management system, and adaptive management framework.

1.13 **“Participation Percentages”** shall mean that percentage of Coordinated Plan Expenses allocated to each representative seat on the Board of Directors as described in Exhibit “B” to this Agreement, which is attached hereto and incorporated by reference herein, as updated from time to time by action of the Board of Directors, but not more frequently than annually.

1.14 **“Plan Manager”** shall mean an entity or individual appointed at the pleasure of the Board of Directors to perform the role of the Plan Manager for the Subbasin and to serve as the point of contact to DWR and/or the State Water Board.

1.15 **“SGMA”** means the California Sustainable Groundwater Management Act, which is codified in Part 2.74 (commencing with section 10720) of Division 6 of the Water Code, and all state regulations adopted under that Part, including but not limited to DWR’s SGMA regulations (commencing at 23 Cal. Code Regs., §§ 350, *et seq.*).

1.16 **“State Water Board”** shall mean the California State Water Resources Control Board.

1.17 **“Subbasin”** means the Delta-Mendota Subbasin of the San Joaquin Valley Groundwater Basin, subbasin number 5-22.07, as identified in Bulletin 118 prepared by the DWR, as may be amended and updated from time to time pursuant to law.

1.18 “**Subbasin-wide Activities**” shall mean those activities or actions that affect the Subbasin as a whole or are otherwise required by SGMA to be determined at the Subbasin level and as defined by a unanimous vote of the Board of Directors of the Authority.

1.19 “**Special Project Agreement**” means an agreement between the Authority and any of its Members, or multiple Members, for the purpose of facilitating a separate project or management action for which only those Member(s) who are a party to the agreement are obligated to pay or have liability.

1.20 “**Water Year**” shall mean the period from October 1 through the following September 30.

ARTICLE II CREATION OF THE JPA

2.1 Creation. Upon the Effective Date and pursuant to the Act, the Members hereby create a public entity separate and independent from the Members to be known as the “Delta-Mendota Subbasin GSAs Joint Powers Authority”.

2.2 Boundaries. The jurisdictional area of the Authority is intended to generally consist of all areas within the boundaries of the Subbasin, as identified by DWR.

2.3 Notices. The Authority shall timely file the notices required by Government Code sections 6503.5, 6503.6, and 53051.

ARTICLE III TERM

3.1 Term. This Agreement is effective as of the Effective Date and continues in full force and effect until terminated under Article 10.

ARTICLE IV PURPOSE OF THE JPA

4.1 Purpose of Agreement. The purpose of this Agreement is to create a joint powers authority separate from its Members to accomplish the purposes described below. The Members have worked together in mutual cooperation to develop a single GSP in compliance with SGMA, for the sustainable management of the Subbasin. Each Member hereto has adopted the GSP and will implement its terms and conditions within their respective GSA territories.

4.2 Purpose of Authority. The purpose of the Authority is to act as a separate and independent public agency to perform the tasks and functions articulated in Section 6.7.

4.3 Limitations.

- (a) Nothing in this Agreement is intended to confer upon the Authority, any Member, or upon any third party outside this Agreement the authority to limit or interfere with the other respective Member’s rights and authorities

over its own internal matters, including but not limited to, such Member's surface water supplies, groundwater supplies, facilities, billing and collection procedures, GSA powers and implementation or exercise of such powers, and operations and water management. Nothing in this Agreement is intended to modify or limit a Member's police powers, land use authorities, or any other authority, including the authority to pursue a comprehensive groundwater adjudication or other alternative SGMA compliance strategy, should the Member deem it to be in its best interest to do so.

- (b) The Authority shall not possess the authority to impose, levy, or collect fees, charges, assessments, or other impositions upon lands or landowners within its boundaries. The Authority's ability to collect, hold, and spend funds shall be limited by the budget procedures described here.
- (c) Nothing in this Agreement prevents the Members from entering into other joint powers agreements.

ARTICLE V POWERS OF THE JPA

5.1 Powers. The Authority is authorized, in its own name, to do all acts necessary for carrying out the purpose of this Agreement, including, but not limited to, any and all of the powers identified in this Article 5 and those powers identified in Government Code section 6508. Specifically, the Authority is authorized, in its own name and subject to the Board of Directors' approval as described herein, to do any or all of the following:

- (a) To make and enter into contracts;
- (b) To employ consultants, agents and employees;
- (c) To acquire, lease, own, construct, manage, maintain, operate, and dispose of any building, works or improvements;
- (d) To acquire, hold or dispose of real or personal property;
- (e) To incur debts, liabilities, or obligations;
- (f) To sue and be sued in its own name;
- (g) To undertake, on behalf of the Members, administrative or ministerial actions required by DWR and the State Water Board under SGMA;
- (h) To conduct research and investigations and compile appropriate reports for implementing the single GSP for the Subbasin, as it may be amended or revised from time to time;

- (i) To cooperate, act in conjunction with, and contract with the United States, the State of California or any agency thereof, Counties, Cities, and other local agencies;
- (j) To enter into grant agreements consistent with the purposes of the Authority described herein;
- (k) To enter into Special Project Agreements with a Member or Members for the benefit of implementing the SGMA in the Subbasin;
- (l) To participate, on behalf of one or more GSAs, in groundwater sustainability projects and management actions related to SGMA; and
- (m) To create committees and sub-committees.

5.2 Common Powers. The Authority may exercise the common powers of the Members.

5.3 Restrictions on the Exercise of Powers. Pursuant to Government Code section 6509, *et seq.*, the powers of the Authority shall be exercised and restricted in the same manner as those imposed upon Patterson Irrigation District, a California irrigation district. The Authority shall have the power of eminent domain. If Patterson Irrigation District withdraws as a Member, the remaining Members shall amend this Agreement pursuant to section 14.1.

5.4 Limitation on Authority Powers. The Authority is not a GSA and may not exercise certain powers granted to GSAs, including the authorities provided in Water Code section 10726.2 (groundwater extraction), and Chapter 8 (commencing with section 10730) (fee authorities) of SGMA. The individual Members of the Authority each hold GSA powers and each Member expressly reserves the right to (a) exercise all rights afforded to a GSA within their respective boundaries, and (b) defend, with legal counsel of its own choosing, any challenge to the adoption or implementation of the adopted GSP. When the terms of this Agreement or applicable law require the approval of a GSA (such as approval of the GSP), that approval shall be required and evidenced (as provided in Article 6.9) by the Members.

5.5 Obligations of the Authority. No debt, liability, or obligation of the Authority shall constitute a debt, liability or obligation of any of the Members, appointed representatives on the Board of Directors, or committee members. No debt, liability, or obligation of any Member shall constitute a debt, liability or obligation of the Authority.

5.6 Water Rights. Nothing contained in this Agreement grants to the Authority any power to alter any water right, contract right, or any similar right held by any of the Members, or to amend a Member's water delivery practice, course of dealing, or conduct without the express written consent of that Member.

ARTICLE VI BOARD OF DIRECTORS

6.1 Board of Directors. The Authority shall be administered by a seven (7)-member Board of Directors (the “Board of Directors”), composed of Directors and alternate Directors as described herein, to serve at the pleasure of their appointing governing body. All voting power of the Authority shall reside in the Board of Directors.

- (a) The Board of Directors will consist of a total of seven (7) voting members and shall be comprised of the representative of a Member GSA (“GSA Representative”) or a group of GSAs (a “GSA Group Representative”), as identified on Exhibit “B.” Each GSA Representative or GSA Group Representative shall have one Alternate Representative authorized to vote in the absence of the GSA Representative or GSA Group Representative, as applicable. Each GSA Representative, GSA Group Representative, and applicable Alternates, must be (i) an elected or appointed member of the governing body of a Member, or (ii) on the staff or a consultant of a Member.
- (b) Individuals serving on the Board of Directors as a GSA Representative or GSA Group Representative shall be selected by each respective GSA or GSA Group at the discretion of that particular GSA or GSA Group, and such appointments shall be effective upon providing written notice to the Authority’s Secretary.
- (c) Each Member understands its participation in actions of the Authority is based on representation on the Board of Directors. It is the responsibility and obligation of each Member to develop its manner of selecting its respective Representative and Alternate Representative. For purposes of this Agreement, it is assumed that each Director and Alternate Director has been authorized by the members in their respective GSA or GSA Group to participate as described herein.
- (d) The Board of Directors will recognize each GSA Representative or GSA Group Representative and their applicable Alternate Representatives until such time as the Authority’s Secretary is provided written notice of removal and replacement of said representative.

6.2 Removal. Directors and Alternate Directors may be removed or replaced as follows:

- (a) Directors and Alternate Directors may be removed or replaced at any time by the respective GSA or the GSA Group, as applicable, with reasonable written notice provided to the Authority’s Secretary of any such removal or replacement; and
- (b) A Director or Alternate Director shall be deemed automatically removed from the Board of Directors if that Director is no longer: (i) an elected or

appointed member of the governing body of the Member, or (ii) on the staff or a consultant of a Member entity that qualified such Director to serve on the Board of Directors.

6.3 Compensation. Directors shall not be compensated by the Authority for participation on the Board of Directors. The Authority shall develop a policy for reimbursement associated with direct expenses.

6.4 Legal Requirements. Each Director shall comply with all legal requirements, including disclosure and ethics requirements, applicable to directors of a California Joint Powers Authority.

6.5 Closed Session. Each Director and Alternate Director is eligible to participate in closed session of the Authority's Board of Directors.

6.6 Voting. Each Director on the Board of Directors shall be entitled to one (1) vote at the Board of Directors meetings. Except as expressly set forth in Article 6.8 below, the vote of a simple majority of Directors (i.e. at least four (4) Directors must vote in favor), at a regular or special meeting, of the Board of Directors shall be required for all other matters on which the Board of Directors is authorized to act.

6.7 Board of Directors Authorized Actions. The Board of Directors is authorized to act upon the following enumerated items:

- (a) By a simple majority vote of Directors (i.e. at least four (4) Directors must vote in favor), at a regular or special meeting, the Board of Directors shall review and approve:
 - (i) recommendation(s) to the GSAs for approving any technical analyses;
 - (ii) updating of technical analyses as needed;
 - (iii) developing budgets for Subbasin-wide Activities;
 - (iv) providing assistance with grants and with coordinated projects and programs;
 - (v) appointing ad hoc or standing committees and workgroups;
 - (vi) assigning work to committees and workgroups as needed, providing guidance and feedback, and ensuring that committees and workgroups prepare work products in a timely manner; and
 - (vii) providing direction to its officers concerning other administrative and ministerial issues necessary for the fulfillment of the above-enumerated tasks; and

- (viii) entering into Special Project Agreements with Members.
- (b) By a unanimous vote of all Directors (i.e. all seven (7) Directors must vote in favor), at a regular or special meeting, the Board of Directors shall review and approve:
 - (i) a determination of Subbasin-wide Activities, which may be modified by the Board of Directors from time to time;
 - (ii) submittal of annual reports;
 - (iii) a representative monitoring network;
 - (iv) final budgets and amendments to final budgets;
 - (v) submittal of five-year updates;
 - (vi) revisions to this Agreement;
 - (vii) adding new Members to this Agreement;
 - (viii) annual estimates of Coordinated Plan Expenses and any updates to such estimates, in accordance with the budgetary requirements of the respective Members; provided, that such estimates or updates with supporting documentation shall be circulated to all Members for comment at least thirty (30) days in advance of the meeting at which the Board of Directors will consider approval of the annual estimate;
 - (ix) directing the Plan Manager in the performance of its duties under SGMA; and
 - (x) the hiring of consultants for Subbasin-wide Activities, providing direction to and supervision over consultants engaged to assist in acquiring and processing technical data, conducting monitoring and reporting, and all other activities in support of Subbasin-wide Activities; and
 - (xi) exercising the powers of eminent domain.

6.8 Voting Procedures to Address Lack of Unanimity. When it appears likely that the Board of Directors will not be able to come to a unanimous decision on any matter for which a unanimous decision is required, upon a majority vote of a quorum of the Board of Directors, the matter may be subjected to any or all of the following additional procedures:

- (a) Straw Polls. Straw poll votes may be taken for the purpose of refining ideas and providing guidance to the Board of Directors, committees, or both.

- (b) Provisional Voting. Provisional votes may occur prior to final votes. This will be done when an initial vote is needed to refine a proposal, but the Directors wish to consult with their respective GSA or GSA Group(s) before making a final vote.
- (c) Alternative Actions. A vote shall be delayed if any Director declares his/her/their intention to propose an alternative or modified recommended action, to be proposed at the next meeting, or as soon thereafter as the Director can obtain any further information or clarifying direction from its GSA Group or governing body, or both, as needed to propose its alternative or modified recommended action.
- (d) Further Review. If the process outlined in Article 6.8(a)-(c) fails to result in a unanimous vote of the Directors, any GSA Representative or GSA Group Representative not voting in favor of the recommended action may request that the vote be delayed so that the Board of Directors can obtain further information on the recommended action (for example, by directing a committee established under this Agreement), so the Director(s) can obtain clarifying direction from its GSA Group or governing body, or both, as needed.
- (e) Good Faith. Each Member acknowledges that time is of the essence with respect to SGMA compliance and GSP implementation and agrees to make its best efforts to cooperate through the Board of Directors in coming to a unanimous vote of representatives at a regular or special meeting.

6.9 Approval by Individual Members. Where law or this Agreement require separate written approval by each of or a group of the Members, such approval shall be evidenced in writing by providing the adopted resolution or minutes of the respective Member's Board of Directors meeting to the Secretary of the Authority.

ARTICLE VII OFFICERS AND ADMINISTRATION

7.1 Officers. The Officers of the Board of Directors will include a Chair, Vice Chair, the Secretary, and the Treasurer. The Chair and Vice Chair shall be selected at the initial meeting of the Board of Directors or as soon thereafter as reasonably can be accomplished. The Secretary, and Treasurer may be the same person, persons, entity, or entities.

- (a) Chair and Vice Chair. Any Director may serve as the Chair. The Vice Chair, who shall also be a Director, shall serve in the absence of the Chair. In the absence of both the Chair and Vice Chair, a meeting may be led by an Acting Chair, selected on an ad hoc basis, who is a Director or Alternate Director of the Board of Directors.

The positions of Chair and Vice Chair shall rotate among the GSA Representative and GSA Group Representatives listed in Exhibit "B" on the Board of Directors on an annual basis according to alphabetical order,

by name of the GSA or GSA Group, with the first rotation beginning on the date the first Chair is selected. The schedule for annual rotation of Chair and Vice Chair will be set at the first meeting after the Chair is appointed and reviewed and rotated annually at the first meeting of the Fiscal Year. Any GSA Representative or GSA Group Representative may waive designation as Chair. In such a case, the office of Chair would rotate to the next designated GSA Representative or GSA Group Representative.

- (b) Secretary. Pursuant to Article 6.7(b) above, by unanimous vote of Board of Directors (i.e. all seven (7) Directors), the Board of Directors shall select a Secretary to carry out the functions described in this Article 7.1(b), to serve at the pleasure of the Board of Directors. The Secretary may, but need not, be a Member of the Authority.

With approval of the appointee through a simple majority vote of the Board of Directors (i.e. at least four (4) Directors), the Secretary may select an appointee (who may be staff or a consultant contracting with the Authority) to implement the Secretary's responsibilities under this Agreement, for example, to coordinate meetings; prepare agendas; circulate notices and agendas; provide written notice to all Members that the Board of Directors has made a recommendation requiring approval by the Members; prepare and maintain minutes of meetings of the Board of Directors; receive notices on behalf of the Board of Directors and call to the Board of Directors' attention the need for responding; and provide such other assistance in coordination as may be appropriate.

The Secretary shall assume primary responsibility for Ralph M. Brown Act compliance, including without limitation, the responsibility to prepare agendas and notices, publicly post and distribute agendas to all Directors and Alternate Directors, the Members, and any other person who requests, in writing, such notices. The agenda shall be of adequate detail to inform the public and the Members of the meeting and the matters to be transacted or discussed and shall be posted in a public location and distributed to each of the Members to this Agreement in compliance with the noticing requirements of the Ralph M. Brown Act.

- (c) Treasurer. Pursuant to Article 6.7(b) above, by unanimous vote of Board of Directors (i.e. all seven (7) Directors), the Board of Directors shall select a Treasurer to carry out the functions described in this Article 7.1(c), to serve at the pleasure of the Board of Directors. The Treasurer may, but need not, be a Member of the Authority. If the Treasurer is a Member of the Authority, said Member may be reimbursed for the cost services performed as Treasurer. The Treasurer shall have custody of all of the money of the Authority from whatever source, and shall have the duties and obligations of the Treasurer as set forth in Government Code sections 6505 and 6505.5. The Treasurer shall be authorized to expend funds upon authorization of the Board of Directors as described in this Agreement. The Treasurer shall be

responsible for receiving quarterly reports from the Secretary and verifying the balance of this report with respect to the balance as identified in the audited financial statements. The Treasurer shall be responsible for providing the financial report at each Board of Directors meeting.

In addition, the Treasurer shall be responsible for financial management services to the Authority, including but not limited to holding financial contributions made in accordance with the Participation Percentages, accounting for funds, reports as requested by the Board of Directors concerning funds held, and disbursing said funds for authorized purposes. The Treasurer shall bill the GSAs or GSA Groups, as applicable, for all Coordinated Plan Expenses based upon their respective Participation Percentages.

The Treasurer shall maintain a strict accountability of all funds contributed pursuant to this Agreement. The Treasurer shall establish and maintain such accounts to provide for segregation of funds as may be required by good accounting practices. The books and records of the Treasurer pertaining to funds held and expended pursuant to this Agreement shall be open to inspection at reasonable times by any Member that has made a contribution. The Treasurer shall provide an unaudited report of all financial activities for each Fiscal Year to each Member that has made a contribution during that Fiscal Year within sixty (60) days after the close of each Fiscal Year.

7.2 Officers in Charge of Records; Funds; and Accounts. Pursuant to Government Code section 6505.1, the Treasurer shall initially have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority related thereto; and the Secretary shall initially have charge, handle and have access to all other records of the Authority. The Board of Directors may designate a consultant or a Member, by unanimous vote pursuant to Article 6.7(b) above, to serve as the person or persons having access to property of the Authority, and shall require such person or persons to file an official bond in an amount to be fixed by the Board of Directors.

7.3 Plan Manager. Pursuant to a simple majority vote (i.e. at least four (4) Directors), the Board of Directors shall select a Plan Manager, who may be a consultant of the Authority or a representative of a Member, who shall serve as the point of contact for DWR and the State Water Board, as specified by SGMA.

The Plan Manager shall carry out the duties of a “plan manager” as provided in Title 23, division 2, Chapter 1.5, Subchapter 2, California Code of Regulations. The Plan Manager has no authority to make policy decisions or represent the Board of Directors without the specific direction of the Board of Directors. The Plan Manager is obligated to disclose all substantive communications he/she transmits and receives in his/her capacity as Plan Manager to the Board of Directors.

7.4 Employees and Consultants. The Authority may hire employees and consultants, including an executive director, engineers, hydrogeologists, accountants, public relations firms, and attorneys, to provide services to the Authority to accomplish the purposes of the Authority.

7.5 Management. In addition to, or in lieu of, hiring employees, the Authority may engage one or more third parties to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. A third party so engaged may, but need not, be a Member of this Agreement. Any third party so engaged shall have such responsibilities as are set forth in the contract for such third party's services.

ARTICLE VIII MEETINGS

8.1 Timing and Notice. The Chair of the Board of Directors, any two GSA Representatives or GSA Group Representatives, or the Secretary may call meetings of the Board of Directors as needed to carry out the activities described in this Agreement. The Board of Directors may, but is not required to, set a date for regular meetings for the purposes described in this Agreement. All Board of Directors meetings shall be held in compliance with the Ralph M. Brown Act (Gov. Code § 54950, *et seq.*).

8.2 Quorum. A majority of the seven (7)-member Board of Directors shall constitute a quorum of the Board of Directors for purposes of holding a meeting. The Alternate Director of each GSA or GSA Group shall be counted towards a quorum and as the voting representative(s) in absence of the Director for that GSA Representative or GSA Group Representative for which the Alternate Director was appointed. If less than a quorum of the Board of Directors is present, no action may be taken.

8.3 Open Attendance. Members of the public, stakeholders, and representatives of the Members who are not appointed as a GSA Representative or GSA Group Representative on the Authority's Board of Directors may attend all Board of Directors meetings and shall be provided with an opportunity to comment on matters on the meeting agenda, but shall have no vote.

8.4 Committees. The Board of Directors may appoint ad hoc or standing committees, workgroups, or otherwise direct staff made available by the Members as provided for in Section 6.7. Such committees or workgroups may include qualified individuals possessing the knowledge and expertise to advance the goals of the GSP on the topics being addressed by the committee, whether or not such individuals are Directors or Members.

8.5 Minutes. The Secretary or its appointee shall keep and prepare minutes of all Board of Directors meetings. Minutes of standing committee meetings shall be kept by the Secretary or its appointee. All minutes shall be maintained by the Secretary as Subbasin records and shall be available to the Members and the public upon request.

8.6 Bylaws. The Board of Directors may adopt bylaws and governing regulations consistent with this Agreement, which may be amended from time to time, for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE IX

FISCAL YEAR, BUDGET, AND FINANCIAL RESPONSIBILITIES

9.1 Fiscal Year. The Fiscal Year of the Authority shall be from March 1 through the last day in February the following year.

9.2 Budget. The Board of Directors shall establish an annual budget for the activities authorized by this Agreement. The budget must describe the amounts that the Board of Directors anticipates are required for purposes of the Agreement during each Fiscal Year.

- (a) The Authority shall not make expenditures or incur liabilities exceeding the amount of the appropriations allowed by the Authority's budget.
- (b) The Authority may amend the annual budget as needed subject to the provisions in Article 6 of this Agreement.

9.3 Participation Percentages. The Members will share the Coordinated Plan Expenses for Subbasin-wide Activities pursuant to the Participation Percentages described in Exhibit "B". Each GSA or GSA Group, as applicable, shall pay their share of the Participation Percentage as reflected in Exhibit "B", and make Participation Percentage contributions required pursuant to this Agreement directly to the Treasurer or his/her designee. Payment is due from each GSA thirty (30) days following receipt of the invoice. Amounts in arrears for more than thirty (30) days shall earn interest at the applicable legal rate.

9.4 Member Obligations and GSP Implementation. It is the responsibility and obligation of each Member of the Authority to manage its own GSA and implement the GSP within its GSA's boundaries. It is further the responsibility and obligation of each GSA or GSA Group, as applicable, to pay its share of the Participation Percentage as reflected in Exhibit "B", and other payments required as part of implementation of SGMA Subbasin-wide Activities, as may arise from time to time. Each of the Members shall bear its own separate costs of implementing SGMA within its jurisdiction.

9.5 Special Project Agreements. Upon approval of a majority of the Board of Directors, the Authority may enter into an agreement with any of its Members, or multiple Members, for the purpose of implementing SGMA within the Subbasin. However, any such Special Project Agreement shall require those Members entering into said agreement with the Authority be solely responsible for the costs and liabilities therein. Members who are not a party to a Special Project Agreement shall have no financial obligations or liabilities associated with the implementation of said agreement.

ARTICLE X

ADDITION AND WITHDRAWAL OF MEMBER; TERMINATION OF AUTHORITY

10.1 Addition of a Member. A Member may be added to this Agreement only upon the unanimous vote of the Board of Directors at a regular or special meeting, the prospective Member's execution of a counterpart of this Agreement, and its provision of any additional documentation required by this Agreement. No Member may be added that is not a GSA within the Subbasin or that fails to share in the Coordinated Plan Expenses.

10.2 Withdrawal. A Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon one (1) year written notice to the Secretary and all other Members.

10.3 Effect of Withdrawal. Any Member who withdraws shall remain obligated for Coordinated Plan Expenses. If no separate Cost Sharing Agreement is then in effect or enforceable against the withdrawing Member, the Member is obligated to pay its share of all debts, liabilities, and obligations the Member incurred or accrued under this Agreement prior to the effective date of such withdrawal, within one (1) year after providing written notice to the Secretary and all other Members of the date of withdrawal. Upon withdrawal, a Member agrees that it has a continuing obligation to comply with SGMA and any coordination guidelines and regulations issued by DWR, which require a coordination agreement if there are multiple groundwater sustainability plans in the Subbasin. This obligation shall survive the withdrawal from this Agreement and is for the express benefit of the remaining Members.

10.4 Termination of the Authority. The Authority shall be formed and come into existence on the Effective Date and shall continue in existence unless terminated by a vote of the governing body of each of the Members then a party to this Agreement or at any point in time at which there ceases to be at least two (2) Members to this Agreement, at which time this Agreement shall be automatically terminated; provided however, that the Authority and this Agreement shall continue to exist for the purpose of disposing of liabilities (“Authority Liabilities”) and distributing funds, property, and other assets (“Authority Assets”), and all other functions necessary to conclude the business of the Authority.

- (a) Except as provided in this Article 10.4, this Agreement shall remain in effect and be binding upon the Members hereto and upon all subsequent Members joining herein for such a period as the Authority desires to engage in any activities under this Agreement. Except as noted in Article 10.4 above, the foregoing provision shall not apply, however, to any Member that withdraws from its participation in the Authority in accordance with this Agreement.
- (b) Upon termination of this Agreement, after payment of all Authority Liabilities, any Authority Assets remaining shall be distributed to the Members of the Authority at the time of dissolution in accordance with applicable contributions. The Authority shall cease to exist when the Authority’s Liabilities are paid and Authority Assets have been distributed according to the provisions contained in this Section, this Agreement generally, and the Act.

ARTICLE XI

EXCHANGE OF DATA AND INFORMATION

11.1 Exchange of Data and Information. The Members acknowledge and recognize pursuant to this Agreement that the Members will need to exchange data and information among and between the Members.

11.2 Procedure for Exchange of Data and Information.

- (a) The Members shall exchange public and non-privileged information through collaboration and/or informal requests made at the Board of Directors level or through committees designated by the Board of Directors. However, to the extent it is necessary to make a written request for information to another Member, each Member shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Board of Directors. Requests may be communicated in writing and transmitted in person or by mail, facsimile, or other electronic means to the appropriate representative as named in this Agreement. The designated representative shall respond in a reasonably timely manner.
- (b) Nothing in this Agreement shall be construed to prohibit any Member from voluntarily exchanging information with any other Member by any other mechanism separate from the Board of Directors.
- (c) The Members agree that each GSA shall provide the data required to develop the Subbasin-wide coordinated monitoring network, data management system, and water budget, as more particularly described in the MOA and GSP.
- (d) To the extent that a court order, subpoena, or the California Public Records Act is applicable to a Member, such Member in responding to a request made pursuant to the California Public Records Act for release of information exchanged from another Member shall timely notify the Board of Directors in writing of its proposed release of information in order to provide the other Members with the opportunity to seek a court order preventing such release of information.

ARTICLE XII SEPARATE ENTITY; INDEMNIFICATION

12.1 Separate Entity. In accordance with the Act, the Authority is a public entity separate from the Members. To the greatest extent permitted by law, unless otherwise specifically agreed to herein by all the Members as to a specific debt, liability or obligation, the debts, liabilities and obligations of the Authority shall not be the debts, liabilities or obligations of the Members under Government Code section 6508.1. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

12.2 Indemnification. No Member has the power to obligate any other Member hereto and no Member's debt, liability or obligation due any third party may be asserted or collected against the Authority or any individual Member as a result of membership in the Authority through this Agreement. The Authority shall indemnify, defend, and hold harmless the Members, their officers, agents, directors, and employees, from and against any and all claims and losses

whatsoever, occurring or resulting to persons, firms, or entities furnishing or supplying work, services, labor, materials or supplies to the Authority in connection with the performance of this Agreement and, except as expressly provided for by law, from any and all claims and losses accruing or resulting to any persons, firm or entity for damage, injury, or death arising out of or in connection with the Authority's performance of its obligations pursuant to this Agreement. The Authority may also acquire such policies of insurance, including without limitation, directors and officers liability insurance, in such amounts as the Board of Directors shall deem prudent. The Board of Directors, officers, agents, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. The Board of Directors shall not be liable to the Members of this Agreement for any mistake of judgment or any other action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of Authority funds or failure to invest same. To the extent authorized by California law, no Director, officer or employee of the Authority shall be responsible for any action made, taken, or omitted by any other Director, officer or employee. Furthermore, each Member shall indemnify, defend, and save harmless the other Members, their officers, agents, directors, and employees, from and against any and all claims of negligence and/or willful misconduct by the indemnifying Member in performance of this Agreement.

ARTICLE XIII PROCEDURES FOR RESOLVING CONFLICTS

In the event of any dispute arising from or relating to this Agreement, except for disputes arising from the inability of the Board of Directors to reach a unanimous decision, the disputing Member shall, within thirty (30) calendar days of discovery of the events giving rise to the dispute, notify all Members of this Agreement in writing of the basis for the dispute. Within thirty (30) calendar days of receipt of said notice, all interested Members shall meet and confer in a good-faith attempt to informally resolve the dispute. All disputes that are not resolved informally shall be submitted to arbitration. Within ten (10) days following the failed informal proceedings, each interested Member shall nominate and circulate to all other interested Members the name of one arbitrator. Within ten (10) days following the nominations, the interested Members shall rank their top three (3) among all nominated arbitrators, awarding three points to the top choice, two points to the second choice, one point to the third choice and zero points to all others. Each interested Member shall forward its tally to the Secretary, who shall tabulate the points and notify the interested Members of the arbitrator with the highest cumulative score, who shall be the selected arbitrator. The Secretary may also develop procedures for approval by the Members, for selection in the case of tie votes or in order to replace the selected arbitrator in the event such arbitrator declines to act. The arbitration shall be administered in accordance with the procedures set forth in the California Code of Civil Procedure, section 1280, *et seq.*, and of any state or local rules then in effect for arbitration pursuant to said section. Upon completion of arbitration, if the controversy has not been resolved, any Member may exercise all rights to bring a legal action relating to the controversy.

ARTICLE XIV MISCELLANEOUS

14.1 Amendments. This Agreement may not be amended except by a written amendment signed by all of the Members.

14.2 Entire Agreement. This Agreement (including the Recitals) constitutes the entire Agreement between the Members and supersedes prior agreements or discussions relating to the matters set forth herein, if any, both written and oral.

14.3 Assignment; Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without the express written consent of the other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement is null and void. Any approved assignment or delegation must be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Members under this Agreement then in effect. This Agreement inures to the benefit of, and shall be binding upon, the successors and permitted assigns of the Members.

14.4 Counterparts. This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts together constitute the same instrument.

14.5 Governing Law and Venue. This Agreement is governed by the laws of the State of California. Venue for the purposes of filing any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Merced County, California.

14.6 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid, or unenforceable, the remainder of the Agreement remains in effect and the Members shall make best efforts to replace the unlawful, invalid, or unenforceable part of the Agreement with terms to accomplish the Members' original intent.

14.7 Headings. The titles of sections of this Agreement are for convenience only and no presumption or implication of the intent of the Members as to the construction of this Agreement shall be drawn from them.

14.8 Construction. The final form of this Agreement is the result of the Members' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity is not to be resolved by construing the terms of this Agreement against the drafter.

14.9 Notices. Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses submitted by each Member to the Authority's Secretary, or to such other changed addresses communicated to the Authority's Secretary and the Members in writing. For all claims arising from or related to this agreement, nothing in this agreement establishes, waives, or modifies any claims presentation requirements or procedures

provided by law, including the Government Claims Act (Division 3.6 or Title 1 of the Government Code, beginning with section 810).

14.10 Signature Authorization. Each Member represents that the representative executing this Agreement on its behalf has been duly authorized to execute the Agreement on behalf of the Member.

IN WITNESS WHEREOF, the Members have executed this Agreement on the dates indicated next to the signatures attached to this Agreement to be made effective as of the Effective Date.

Dated: _____ ALISO WATER DISTRICT GSA

Print Name: _____
Print Title: _____

Dated: _____ CENTRAL DELTA-MENDOTA GSA

Print Name: _____
Print Title: _____

Dated: _____ CITY OF DOS PALOS GSA

Print Name: _____
Print Title: _____

Dated: _____ CITY OF FIREBAUGH GSA

Print Name: _____
Print Title: _____

Dated: _____ CITY OF GUSTINE GSA

Print Name: _____
Print Title: _____

Dated: _____ CITY OF LOS BANOS GSA

Print Name: _____
Print Title: _____

Dated: _____

CITY OF MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF NEWMAN GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF PATTERSON GSA

Print Name: _____

Print Title: _____

Dated: _____

COUNTY OF MADERA GSA – DELTA-
MENDOTA

Print Name: _____

Print Title: _____

Dated: _____

COUNTY OF MERCED DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

DM II GSA

Print Name: _____

Print Title: _____

Dated: _____

FARMERS WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

FRESNO COUNTY MANAGEMENT AREA A
GSA

Print Name: _____

Print Title: _____

Dated: _____

FRESNO COUNTY MANAGEMENT AREA B
GSA

Print Name: _____

Print Title: _____

Dated: _____

GRASSLAND GSA

Print Name: _____

Print Title: _____

Dated: _____

NORTHWESTERN DELTA-MENDOTA GSA

STANISLAUS COUNTY

Print Name: _____

Print Title: _____

APPROVED AS TO FORM

By: _____

MERCED COUNTY

Print Name: _____

Print Title: _____

APPROVED AS TO FORM

By: _____

Dated: _____

ORO LOMA WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

PATTERSON IRRIGATION DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY GSA

Print Name: _____

Print Title: _____

Dated: _____

TURNER ISLAND WATER DISTRICT-2 GSA

Print Name: _____

Print Title: _____

Dated: _____

WEST STANISLAUS IRRIGATION DISTRICT
GSA 1

Print Name: _____

Print Title: _____

Dated: _____

WIDREN WATER DISTRICT GSA

Print Name: _____

Print Title: _____

EXHIBIT A

LIST OF MEMBERS

1. Aliso Water District GSA
2. Central Delta-Mendota GSA
(Includes: San Luis Water District, Panoche Water District, Tranquillity Irrigation District, Fresno Slough Water District, Eagle Field Water District, Pacheco Water District, Santa Nella County Water District, Mercy Springs Water District, County of Merced, and County of Fresno)
3. City of Dos Palos GSA
4. City of Firebaugh GSA
5. City of Gustine GSA
6. City of Los Banos GSA
7. City of Mendota GSA
8. City of Newman GSA
9. City of Patterson GSA
10. County of Madera GSA – Delta-Mendota
11. County of Merced Delta-Mendota GSA
12. DM II GSA
13. Farmers Water District GSA
14. Fresno County Management Area A GSA
15. Fresno County Management Area B GSA
16. Grassland GSA
17. Northwestern Delta-Mendota GSA
18. Oro Loma Water District GSA
19. Patterson Irrigation District GSA
20. San Joaquin River Exchange Contractors GSA
(Includes: Central California Irrigation District, San Luis Canal Company, Firebaugh Canal Water District, and Columbia Canal Company)
21. Turner Island Water District–2 GSA
22. West Stanislaus Irrigation District GSA 1
23. Widren Water District GSA

EXHIBIT B

BOARD OF DIRECTORS REPRESENTATIVES & PARTICIPATION PERCENTAGES

Board of Directors Representatives (alphabetically)		Group Contact Agency	Participation Percentage
1	Aliso Water District GSA Aliso Water District GSA	Aliso Water District GSA	1/7
2	Central Delta-Mendota GSAs Group Central Delta-Mendota GSA Oro Loma Water District GSA Widren Water District GSA	Central Delta-Mendota GSA	1/7
3	Farmers Water District GSA Farmers Water District GSA	Farmers Water District GSA	1/7
4	Fresno County Management Area A and B GSAs Group Fresno County Management Area A GSA Fresno County Management Area B GSA	Fresno County	1/7
5	Grassland GSAs Group Grassland GSA Merced County Delta-Mendota GSA	Grassland Water District	1/7
6	Northern Delta-Mendota GSAs Group City of Patterson GSA DM-II GSA Northwestern Delta-Mendota GSA Patterson Irrigation District GSA West Stanislaus Irrigation District GSA	West Stanislaus Irrigation District	1/7
7	San Joaquin River Exchange Contractors GSAs Group City of Dos Palos GSA City of Firebaugh GSA City of Gustine GSA City of Los Banos GSA City of Mendota GSA City of Newman GSA County of Madera GSA – Delta-Mendota Merced County Delta-Mendota GSA San Joaquin River Exchange Contractors GSA Turner Island Water District-2 GSA	San Joaquin River Exchange Contractors GSA	1/7

Delta-Mendota Subbasin Domestic Well Mitigation Policy

Adopted: _____, 2025

The Groundwater Sustainability Agencies (GSAs) in the Delta-Mendota Groundwater Subbasin (Subbasin) have historically worked with disadvantaged communities to improve drinking water access. For example, the San Joaquin River Exchange Contractors have provided drinking water to the City of Dos Palos for nearly 100 years, because groundwater extracted in Dos Palos has historically been too salty for potable use. Nonetheless, the GSAs realize more must be done to ensure that domestic well users in the Subbasin do not face undesirable impacts from groundwater level depletion during implementation of the Delta-Mendota Groundwater Sustainability Plan (GSP), in compliance with the Sustainable Groundwater Management Act (SGMA).

This Domestic Well Mitigation Policy (Policy) was developed by the Delta-Mendota Subbasin Coordination Committee considering recommendations found in the following two public documents: *Framework for a Drinking Water Well Impact Mitigation Program* (Self Help Enterprises, *et al.*) and *Considerations for Identifying and Addressing Drinking Water Well Impacts* (CA Dept. of Water Resources).

Policy Purpose

This Policy will consider impacts to domestic wells, as well as water systems that supply water for domestic or residential use to no more than fourteen (14) service connections, using groundwater wells. Individual GSAs within the Subbasin may consider including additional well uses within their jurisdictional boundaries.

The purpose of the Policy is to mitigate the effects that may be felt by domestic water users whose wells have gone dry or are in imminent threat of going dry due to groundwater levels dropping as a result of groundwater management in the Subbasin. Subject to specific conditions, this Policy also addresses mitigation for water quality for domestic well users.

Pursuant to the single Subbasin Groundwater Sustainability Plan (GSP), Minimum Thresholds (MTs) for lowering of groundwater levels across the Subbasin are set at 2015 seasonal low groundwater levels. This means GSAs in the Subbasin are already committed to maintaining groundwater levels above what was measured in 2015 (“The plan may, but is not required to, address undesirable results that occurred before, and have not been corrected by, January 1, 2015.” (CWC §10727.2(b)(4))). Since implementation of the Subbasin’s original GSPs began in 2020, GSAs in the Subbasin have successfully avoided undesirable results that would occur by water levels dropping below 2015 seasonal lows. This Policy is meant to serve as a last line of defense to protect domestic groundwater users in the unlikely event that the Subbasin GSAs’ efforts fail to maintain those groundwater levels above the MTs.

Data from the California Department of Water Resources (DWR) and county records indicates that since 2015, counties within the Delta-Mendota Subbasin have received a total of only 37 well replacement applications.¹ However, as DWR notes on its website, their data comes from self-reporting on DWR’s Dry Well Reporting System, and some GSA representatives receive reports of dry wells directly from users. In these cases, groundwater users were responding directly to GSA representatives, because some GSA members (e.g., water districts and/or irrigation districts) have been engaging in well mitigation activities without formal policies or programs in their individual service areas prior to SGMA’s enactment in 2015.

¹ California’s Groundwater Live: Well Infrastructure (<https://sgma.water.ca.gov/CalGWLIVE/#wells>).

Well replacement applications were identified on the Merced County Environmental Health Department's list of domestic well permits issued for "out of water" or "low water" wells and on Stanislaus County's voluntary well reporting system. The applicable counties reported that there were two well permits identified in the Subbasin portion of Fresno County and zero from the Subbasin portion of Madera County. As mentioned above, it is unknown whether this total number includes any dry wells not reported to DWR.

Merced County permits do not disclose whether or not those reported dry wells were "out of water" due to lowered groundwater levels, collapse or other mechanical failure, or some other reason. Of the 12 well permit applications submitted to the Stanislaus County system for the Subbasin since 2015, four were reported as dry wells, six were either undefined or outage reports, and two were other issues including well casing failure and/or sediment intrusion. Of the two replacement well permit applications for the Fresno County portion of the Subbasin, one was an agricultural production well, not a domestic supply well. There is no indication of the reason for the well replacement requests.

In summary, during the last 10 years, fewer than 40 wells across the nearly 1,200 square miles of the Subbasin have been reported dry or applied for replacement. Though it is known that not all of those were drinking water wells, the exact number of drinking water wells replaced since 2015 is unknown due to a lack of information collected on the replacement well permit applications.

Policy Eligibility

This Policy primarily applies to landowners using groundwater for domestic health and safety supply purposes as of November 19, 2024, the date the revised Subbasin GSP was adopted by all GSAs. Though owners of all types of wells are eligible to file for relief under the Policy, relief is not guaranteed and will be subject to analysis by the applicable GSA where a claim for relief is filed and pursuant to the provisions of Executive Order N-3-23. Well owners must participate or agree to participate in a GSA's Well Registration Policy/Program to be eligible for mitigation, if such a policy exists or is developed.

This Policy does not apply to wells installed after the date of GSP adoption, if the well(s) is/are installed at a screen interval depth shallower than minimum threshold levels or in areas with known degraded water quality conditions, as designated by the applicable GSA.

Public Outreach

Initial stakeholder outreach was conducted during the development of the Policy and the Subbasin single GSP. The Policy was discussed in open and public meetings of the various GSAs and at open and public meetings of the Coordination Committee. A draft of the Policy was posted to the Subbasin's SGMA website (www.deltamendota.org) as both a separate item and as a part of the draft single GSP. The public was able to submit written comments on the Policy and the single GSP through the website.

This Policy was discussed during public meetings designed to secure input on both the Policy and the single GSP. Both verbal and written comments were accepted at the meetings. The comments received were summarized and published on the Subbasin website. Finally, comments on the Policy, as well as responses from the Subbasin Coordination Committee, were addressed in the adopted single GSP, which contains the Policy.

Discussion of the Policy status and implementation will be placed on the Subbasin Coordination Committee meeting agendas no less than quarterly during GSP implementation. Similarly, the Policy may be placed on each of the Subbasin GSAs' governing bodies' agendas at least semi-annually during the first year of single GSP implementation. The Policy will be available on the Subbasin SGMA website with relevant information such as electronic instructions for filing an application and a form to submit the

application electronically via the website. GSAs may place the Policy on their own websites or have a link on their websites that directs interested persons to the Subbasin SGMA website.

As part of the GSP's Pumping Reduction Plan (PRP; *see* Chapter 16 of the GSP), the Subbasin Coordination Committee will review current or projected exceedances of the MT for groundwater levels and water quality reported by GSAs, at regularly scheduled Coordination Committee public meetings. In the event a groundwater level reading or a water quality sample for the GSP's constituents of concern (COC) at a representative monitoring well (RMW) exceeds its respective MTs as a result of GSA actions and projects, GSAs may contact well users/owners within an up to three (3)-mile radius of the RMW to alert them of the MT exceedance and provide them with information and resources in the event their well is impacted. Each GSA has developed criteria, a notification method, and protocols to address such situations within its jurisdictional boundaries. However, typical templates for such notices are provided as attachments to this Policy. An up to three (3)-mile radius was selected because it is consistent with the average radius of coverage of each RMW in the Subbasin.

If the RMW is near the jurisdictional boundary between two or more GSAs, the GSA where the well is physically located will notify the adjacent GSA(s) of the potential impact to well owners located in that adjacent GSA's jurisdictional area. The GSAs will cooperate according to the terms of the Adaptive Management Framework in the Subbasin Memorandum of Agreement (MOA) on any costs associated with notification.

Any notification provided to well users/owners pursuant to the above will include information on this Policy and how and where to file a claim for mitigation. Other information that may be included and/or requested in the notification will be determined by the individual GSAs.

Plan Area

For a full description of the Subbasin Plan Area, please refer to GSP Chapter 5, which may also be found at www.deltamendota.org.

Well Completion Report (WCR) records compiled by DWR indicate an estimated 2,295 domestic wells, 81 public supply wells, and 514 other production wells are located in the Subbasin as of November 19, 2024. This DWR dataset is known to have limitations, but is accepted as a conservative estimate of the number of wells installed within the Public Land Survey System (PLSS) sections that fall within the Subbasin. Additionally, this Policy recognizes that it is likely that wells included in DWR's WCR data set:

- May not currently be in use;
- Are inaccurately located; and/or
- Have inaccurate well construction and/or destruction information.

Given these assumptions and limitations, for the purposes of this Policy, the Coordination Committee conservatively estimates that there are 2,890 wells in the Subbasin as of November 19, 2024. From 2015 to the end of 2024, there have been only 37 known applications for replacement wells in the Subbasin. The reasons for those well replacement applications (e.g., dewatering from over-pumping, mechanical failure, etc.) are unknown.

Monitoring Network

There are 110 wells in the representative monitoring network for water levels for the Subbasin, which the GSAs use to monitor groundwater levels. Of those, 60 wells are in the upper aquifer and 50 wells are in the lower aquifer. There are 85 wells in the representative monitoring network for water quality for the Subbasin, which the GSAs use to monitor groundwater quality. Of those, 46 wells are in the upper aquifer and 39 wells are in the lower aquifer. Most rural domestic drinking water wells are assumed to be

in the upper aquifer, while most municipal and small water system supply wells are assumed to be in the lower aquifer. Agricultural wells are known to be in both the upper and lower aquifers, with some being “composite” wells (with screen intervals in both the upper and lower aquifers).

The distribution of domestic supply wells across the Subbasin and distribution of the Subbasin’s monitoring network wells provide a suitable framework for evaluating the potential for domestic supply wells to become dewatered due to lowering of groundwater levels or impacted by water quality degradation caused by GSAs’ actions and projects. As previously noted in the “Public Outreach” section of this Policy, the Coordination Committee reviews possible MT exceedances or trends in the representative monitoring network following the requirements of the PRP. This will help GSAs avoid potential dewatering of domestic wells or degrading their water quality beyond MTs within their boundaries as a result of GSA actions and projects.

Using a stochastic predictive modeling process to assess potential well impacts and current MT (2015 water levels) exceedances at 25% of representative monitoring wells, the Subbasin could potentially experience 28 total “production” wells dewatered. That leads to an estimated average of three drinking water wells per year *across the Subbasin* during implementation of the GSP through 2040. This estimation supports the approximate current number of replacement well permit applications identified in records from the counties in the Subbasin.

Well Mitigation Process – Water Levels

GSAs will conduct public education and outreach to notify landowners as to how and where to file an application for assistance, and the information that the GSA will require to evaluate the mitigation application. Copies of the application form will be included with education and outreach materials.

Upon receiving a completed application, the receiving GSA, or its representative, will conduct a preliminary review of the application to determine completeness. The applicant will be notified within twenty-four (24) hours, and the GSA will subsequently document such notification, if the application is complete or if there is any further information needed to evaluate the application. If deemed complete and appearing to meet all the requirements to receive assistance, the receiving GSA will provide a short-term emergency water supply to domestic well users as soon as reasonably possible, and will make all reasonable efforts to do so within twenty-four (24) hours of submission of a complete application. Short-term emergency water supplies shall consist of the delivery of bottled water and, after a site investigation, the delivery and installation of water tanks on a case-by-case basis at the GSA’s discretion; all reasonable efforts made to provide tanked water within seventy-two (72) hours. The GSAs also commit to working with Self Help Enterprises, Valley Water Collaborative, or similar entities, to assist with the feasibility of providing water tanks.

The short-term emergency water supply will be provided by the GSA at the location of the de-watered well. The GSA in which the well is located will be responsible for providing the short-term emergency water supply and the costs for the investigation. However, if it is determined that over-pumping is the result of another GSA, the GSAs will follow the Adaptive Management Framework process regarding cost sharing (Delta-Mendota Subbasin MOA, Article VII, Article X, Article XIII, and/or Exhibit “C”).

The GSA(s) may develop a professional well assessment report including, but not limited to: age of the well; well construction information (including pump depth, screening intervals, and pipe type [material]) and thickness; well maintenance information; indication of past well performance and any recent performance changes; any recent changes in well use or related land use; and, other additional information as necessary to determine if the failure is caused by declining water levels and/or GSA projects or groundwater management actions.

The GSA's preliminary review of a well mitigation application will consist of all of the following:

- A review of well construction information,
- A review of well and pump maintenance records,
- A review of historic water level data for nearby representative monitoring network wells,
- A review of nearby known production well information,
- A review of nearby land use and any recent land use changes, and/or
- An analysis of nearby conjunctive use activity (if known).

If the nearest representative monitoring network well does not represent water level data that can be used as evidence for consideration of the applicant's claim, a GSA may review additional data from other wells in the monitoring network, or supplemental data from DWR and/or local agencies to support the preliminary review analysis.

If, after completion of the preliminary review, a GSA determines a well is eligible for mitigation, the GSA will measure water levels in the applicant's well and in representative monitoring wells in the area, and will perform a field investigation. To be eligible for mitigation assistance, the applicant must consent to the field investigation/inspection and execute an appropriate release with the GSA. Failure to consent to the field investigation/inspection and/or execute an appropriate release voids the application for mitigation. The field investigation may include, but is not limited to:

- Removing a pump to measure intake depth, well bottom, and static water level,
- Conducting a video log,
- Modifying the wellhead to measure static and pumping level,
- Investigating the site for consolidation feasibility, and/or
- Investigating nearby land and water use.

The field investigation may show the well as ineligible for mitigation. Such criteria indicating ineligibility include, but are not limited to:

- Pump failure,
- Clogged screens,
- Well pipe and/or casing failure or collapse which are unrelated to lowering groundwater levels or other potential GSA actions,
- Other maintenance-related well or pump issues which are unrelated to lowering of groundwater levels or other potential GSA actions, or
- Normal wear and tear based on the age of the well.

The GSA will notify the applicant if the well is ineligible for mitigation and subsequently document such notification. This finding will also be included in the Subbasin's Annual Report.

If the applicant desires to appeal the results of the GSA's investigation, the applicant may do so in writing to the Delta-Mendota Subbasin Coordination Committee. The Coordination Committee shall create an ad hoc committee of no more than three members to review the GSA's written investigation, obtain additional data if necessary, and either (a) confirm the findings of the GSA, (b) provide guidance to the GSA and request further review by the GSA, or (c) propose to the Coordination Committee that it adopts its own findings. If the Coordination Committee chooses to adopt its own findings and recommendations, those shall be binding upon the GSA, to the extent allowed by the Memorandum of Agreement.

If, after the field investigation, a GSA determines a well is eligible for mitigation, the GSA will work with the well owner/landowner on a solution appropriate for the site (each, a "Mitigation Measure"). Such Mitigation Measures may include, but are not limited to, the following:

- Lowering the well pump or otherwise modifying pump equipment,
- Deepening the well if the existing well has an open bottom,
- Installing a new well,
- Assisting landowner with facilitating a connection to an existing municipal or community water system or other water supply, if feasible, or
- Other appropriate mitigation as may be agreed to by both parties.

If the applicant disagrees with the proposed Mitigation Measure(s), a technically qualified third party agreed to by the GSA and applicant may facilitate and recommend a mutually agreeable Mitigation Measure(s). The GSA has the right to identify which Mitigation Measure(s) is optimal on a case-by-case basis. The technically qualified third party's role is to provide a recommendation. The appropriate GSA Board and/or Manager shall approve the application before any well mitigation (other than provision of emergency drinking water) begins.

The applicant must sign a Mitigation and Indemnification (MI) Agreement prior to the GSA commencing the Mitigation Measure. Terms of the MI Agreement will depend on the nature of the Mitigation Measure provided. New wells will be required to meet state and county well drilling standards and comply with Executive Order N-3-23. In order to be eligible for mitigation from a GSA, the MI agreement may stipulate minimum criteria in addition to state and county requirements for new wells as they apply to GSA review and the opinion granted under EO N-3-23. Criteria may include well construction materials, minimum depth beyond 2015 seasonal low groundwater level measurements, and/or screening interval levels, among other potential criteria.

At its discretion and in the event a new well is installed as mitigation for a failed well, the GSA may choose to convert the abandoned well into a monitoring well. Such provision(s) may be included in the MI Agreement and agreed to by both parties. In such a case, the MI Agreement shall grant access by the property owner to the GSA for the monitoring well for SGMA data gathering and compliance activities, and ownership of the abandoned and converted monitoring well will revert to the GSA. Terms and conditions for access to the monitoring well may be negotiated between the GSA and the well's former owner.

If the well will be abandoned as part of a Mitigation Measure agreed to by the GSA and will not be converted to a monitoring well under SGMA, the cost for sealing/destroying the well shall be borne by the GSA as part of the Mitigation Measure.

Water Quality Mitigation

The Delta-Mendota Subbasin is known to have widespread degraded water quality due to naturally occurring conditions (i.e., geology). As such, in coordination with the State Water Resources Control Board (SWRCB), the Delta-Mendota Subbasin GSAs have identified six COCs for consideration in the Basin's GSP development and implementation: Total Dissolved Solids (TDS), Nitrate, Gross Alpha, Chromium VI, Arsenic, and 1,2,3-Trichloropropane (TCP).

The GSAs have identified the following conditions under which domestic well mitigation for water quality and related actions will occur.

- *Condition 1.* If groundwater levels remain above the MTs, which are set at 2015 levels, then additional water quality mitigation beyond what is currently committed to in the GSA's respective PRPs is not required, except pursuant to Condition 2.
- *Condition 2.* If a GSA's implementation of Projects or Management Actions (P/MAs) to achieve sustainability causes water quality degradation beyond the water quality MTs at a domestic well for Nitrate, Gross Alpha, Chromium VI, Arsenic, or 1,2,3-TCP (as determined based on the monitoring and management processes laid out in the applicable PRP and the Basin MOA), then

the GSAs will mitigate the impacted domestic well. Impacts from TDS will be addressed through the complementary CV-Salts program, as detailed in the Memorandum of Understanding with Valley Water Collaborative (VWC MOU).

- *Condition 3.* If groundwater levels decline below the MTs, which are set at 2015 levels, and this causes water quality degradation beyond the water quality MT at a domestic well for Gross Alpha, Chromium VI, Arsenic, or 1,2,3-TCP (as determined based on the monitoring and management processes laid out in the applicable PRP and Basin MOA), then the GSAs will mitigate the impacted domestic well. Impacts from Nitrate and TDS will be addressed through the complementary CV-Salts program, as detailed in the VWC MOU.
- *Condition 4.* If groundwater levels remain above MTs, which are set at 2015 levels, the GSAs will continue to implement the PRPs which include monitoring, management and mitigation commitments, including evaluation of water level and water quality trends to proactively address and avoid water quality impacts to domestic wells from GSA P/MAs.

The application, review, and field investigation process for water quality mitigation shall follow the same procedures established in the Well Mitigation Policy for water levels, including submission requirements, field access and consent, investigation protocols, eligibility criteria, and documentation of findings. GSAs retain the authority to conduct technical investigations consistent with their jurisdictional responsibilities and to determine eligibility for water quality mitigation in accordance with this Policy.

Any short-term or emergency water supply associated with a water quality impact will be provided in accordance with the timelines and procedures outlined in the Well Mitigation Policy for Water Levels. The right to appeal, the formation and function of an ad hoc committee by the Coordination Committee, and the process for binding decisions shall also apply to water quality mitigation determinations.

Pursuant to the PRPs and the Basin MOA, technical analysis regarding causality will be conducted on behalf of the GSA by a qualified technical professional using statistical and/or field verification and/or modeling approaches. Findings will be presented to the Coordination Committee (or designated sub-committee) for review and concurrence.

If the findings of the technical analysis determine that the water quality impacts in a domestic well were caused by GSA P/MAs, the applicable GSA will fund a total not to exceed cost of \$2,500 per impacted domestic well for the installation of a point-of-use reverse osmosis system and up to three (3) years of filter replacements, or other mutually agreed alternative including but not limited to providing bottled water or connection to another existing water system, pursuant to the MI Agreement described above. The applicant must sign a MI Agreement prior to the GSA commencing the Mitigation Measure. The current Well Mitigation Fund (which requires replenishment of any used funds) will also be used to support such water quality mitigation.

GSAs in the Delta-Mendota Subbasin desire to mitigate/compensate for legitimate impacts resulting from GSA management actions failing to maintain water levels at or above 2015 seasonal lows. As noted in the “Plan Area” section of this Policy, a total of only 37 replacement well applications were received by counties in the Subbasin since 2015. However, it is unknown how many of those wells, if any, were dewatered due to the groundwater levels falling below 2015 seasonal low levels, or how many of those are wells for domestic use.

Individual GSAs will fund the mitigation of wells within their boundaries upon determining whether Mitigation Measures pursuant to this Policy are appropriate and justified as detailed in the “Well Mitigation Process” section. In some cases, where historical wells are impacted, adjustments may be made for equipment depreciation. All costs to mitigate claimed impacts at a well site will be initially allocated to the applicable GSA where the well is located.

In the event of interbasin or intra-basin disagreements for determining responsibility for dewatering of a domestic well, Subbasin GSAs shall follow the Adaptive Management Framework processes as outlined in the executed MOA, including Article VII, Article X, Article XIII, and/or Exhibit C therein.

Though the stochastic predictive modeling indicates no more than three domestic wells in the Subbasin will be dewatered annually due to groundwater management activities, GSAs in the Subbasin will establish a common financial account sufficient to annually mitigate ten (10) domestic wells. A limit of ten (10) wells annually was selected because it reflects the undesirable result for lowering of groundwater levels in the GSP.

Not all GSAs in the Subbasin have domestic wells located within their jurisdictional areas. However, the seven GSA groups that are represented on the Delta-Mendota Subbasin Coordination Committee agree to equally fund a common account to a total of \$300,000.² Costs to fund this reasonably prudent reserve will be split based on Coordination Committee costs identified in the MOA and will be funded over three (3) years (i.e. \$100,000 per year, until the fund reaches \$300,000). Funds from the common financial account may be used only for approved Mitigation Measure costs. GSAs receiving funds will be required to repay the total amount withdrawn.

Subject to the provisions in the previous section (Well Mitigation Process), individual GSAs will be responsible for all other costs for implementing this Policy, including but not limited to: preliminary review, a professional well assessment report, a field investigation, and/or emergency water supply expenses. Specific escrow instructions for use of the common account will be developed.

Other Resources

If an application requires immediate action, qualifies only for partial mitigation, or receives no mitigation by a GSA, there are other programs that may assist well owners, especially for rural domestic/*de minimus* wells.

- Self Help Enterprises has a water sustainability program that includes tank water access, domestic well repair or replacement, and water system connections. Their services are free, based on income eligibility and other qualifications. They may be contacted at 1-559-802-1865 or visit their website at <https://www.selfhelpenterprises.org/programs/emergency-services/water-sustainability/>.
- California's Office of Emergency Services recommends residents contact their County Office of Emergency Services to begin the process of seeking assistance with drinking water wells that go dry.
- The State Water Resources Control Board manages the Safe and Affordable Funding for Equity and Resilience (SAFER) Program. The SAFER Program provides assistance with interim drinking water supplies, emergency repairs, technical assistance, administrators, planning, operations and maintenance and construction projects via various funding sources.
- Additionally, the GSAs in the Subbasin will commit to working with the existing coalitions and drainage authorities who provide support to domestic well owners whose wells are negatively impacted by water quality degradation.

Summary

This Well Mitigation Policy formalizes a process that landowners and GSAs in the Subbasin have voluntarily subscribed to, in some cases for over 100 years. GSA members do not want the wells of their

² Recent (5/2/2024) cost estimates for domestic well replacement vary from a low of less than \$15,000/well up to \$30,000/well.

constituents, employees, neighbors, friends, and families to go dry or otherwise be impacted. That is why GSAs in the Subbasin are committed to keeping groundwater levels above 2015 historic low levels.

This Policy describes the process well owners can follow to apply for mitigation/assistance if their wells go dry or have water quality impacts due to projects or groundwater management actions of the GSAs under SGMA. It specifies the process GSAs across the Subbasin may follow if there are indications that a representative monitoring well is nearing MTs, and the process GSAs and well owners will follow in the event a drinking water well goes dry or has a water quality impact for specific COCs.

As previously noted, since 2015, only 37 replacement well applications were received across the Subbasin. County records do not indicate whether wells were replaced due to groundwater levels falling or for other reasons. GSAs in the Subbasin are committed to eliminating the need for this Policy by maintaining groundwater levels above 2015 thresholds and managing the Subbasin's groundwater sustainably.

Domestic well owners are encouraged to be aware of information on local groundwater conditions as provided by local GSAs and the State of California. In particular, DWR has a website dedicated to keeping domestic well owners informed about resources needed to maintain and protect domestic water supply. This includes information about well maintenance and other assistance via DWR's "Be Well Prepared" website, which can be found at the following link: [Be Well Prepared \(ca.gov\)](https://www.water.ca.gov/be-well-prepared/).

The Delta-Mendota Subbasin Coordination Committee shall review this Policy at least every five (5) years.



STAFF REPORT

TO: Mayor and Council Members
FROM: Ben Gallegos, City Manager
DATE: 10/6/25

Meetings Attended:

County State of Union Event
Cal Recycle site visit at Mid Valley Disposal
Starbuck give an update on the project.
Hud Tank Biweekly Progress Meeting.
Attend the luncheon with
Habitat for Humanity.
Firebaugh Downtown Infill Initiative meeting.
EPA R9 Small Town and Rural Brownfields Coaching.

Information:

I'm sad to report that the donor for the new dog kennel has backed out. I will continue to look for grants for this project.

Norma reported to me that she will stay open for 8 hours on Mondays because the seniors prefer Mondays and hopefully more will stay.

We will be applying for the Office of Justice Programs community Based Violence Intervention Prevention Initiative grant. The cost for applying for this grant will be \$5000 and it will be coming out of the general fund.



FIREBAUGH POLICE DEPARTMENT

Memo

To: Honorable Mayor Freddy Valdez and Council Members
From: Magda Martinez, Interim Chief
cc: Benjamin Gallegos, City Manager
Date: 10/01/2025
Re: Staff Report

CIWS Operations and Search Warrants

In September 2025, the CIWS (Crime Impact and Warrant Services) Team, in coordination with State Parole agents, conducted three search warrants targeting known gang affiliated individuals.

-The first search warrant was executed in the City of Kerman, where additional evidence was seized. The primary suspect in these operations was a parolee who currently has a parole warrant for his arrest.

-The two other search warrants took place within the City of Firebaugh, resulting in the seizure of gang insignia and related paraphernalia.

These investigations have opened new leads involving other individuals with suspected gang affiliation, allowing further intelligence gathering and ongoing investigations.

School Resource Officer (SRO) Program

-Officer Sampson Lee successfully completed a 40 hour School Resource Officer Training course in Sacramento, and is now fully certified to responds appropriately to calls for service pertaining to the schools, staff and students.

-Officer Seferino Gonzalez is schedule to attend the same 40 hours training course in southern California.

SRO officers continue to actively support schools' functions, open house details, after school programs, including attending and providing security during school events and traveling with the football teams on their away games.

BSCC Officer Activities and investigations

-BSCC Officer Kevin Gillum continues to investigate marijuana and narcotics sales within city limits. His work has directly led to the CIWS Team's involvement in several search warrants. In addition, Officer Gillum provides support to the SRO Program on Fridays, assisting on the high school campus as needed.

Motor Unit Update

-Motor Officer L. Xiong is still awaiting delivery of the cellular interface component for his helmet kit. Unfortunately, this item remains on backorder with no estimated shipping date available currently. Updates will continue to be provided to the City Manager as they become available.

Explorer Program/Reserve Police Academy

-Another member of our Explorer Program is currently attending the extended Module 3 and Module 2 portions of the Reserve Police Academy. His training is scheduled for completion by the end of January 2026. His future plans are to start as a Reserve Police Officer with the City of Firebaugh and be able to attend the Level 1 portion during the Fall of 2026.

OTS Grant 2025/2026

-The department's OTS (Office of Traffic Safety) Grant for 2025/2026 officially began on October 1, 2025. We look forward to implementing traffic enforcement operations which include:

- Distracted Driving enforcement
- DUI saturation patrols
- Traffic Safety Operations thought the fall and winter of 2025

The OTS grant includes two separate DUI Checkpoints which will be set for the near future as required.

We continue to appreciate the City Council's continued support.

Magda Martinez
Interim Chief



City of Firebaugh Public Works Department

Staff Report

To: Mayor Freddy Valdez and City Council Members

From: Michael Molina, Public Works Director

Date: October 6, 2025 - Council Meeting

Water/Waste Water

The operation department has been working on the following:

1. Day-to-day operations of treatment plants.
2. Cleaned up around lift stations and solar panels.
3. Cleaning sewer lines.
4. Repairing water leaks around town

Streets

The Street Department has been working on the following:

1. Painting curbs around town...
2. Repairing streetlights on Cline St.
3. Setting up for festival.
4. Repairing potholes on 12th street

Parks

The Crew has been working on the following:

1. Set up and take down for the festival.
2. Trim trees on 15th street
3. Trimming bushes on 33
4. Spraying downtown trees for Aphids.
5. Replace backflow Dunkle park

City Projects:

1. Q st storm drain project, all concrete work is done. They have begun the grading for the asphalt to be laid. If everything es as planned should be done about October 3,2025