JOINT POWERS AGREEMENT

FORMATION OF THE MID-KAWEAH GROUNDWATER SUBBASIN JOINT POWERS AUTHORITY

THIS AGREEMENT is entered into as of September 14, 2015, and between the CITY OF VISALIA, the CITY OF TULARE (including its Board of Public Utilities Commissioners), both of which are Charter Law municipal corporations organized and existing under the laws of the State of California, and the TULARE IRRIGATION DISTRICT, a California Irrigation District organized pursuant to California Water Code §§ 20500 et seq., hereinafter collectively referred to as Members, with reference to the following:

A. In September 2014, the Governor signed three bills (SB 1168, SB 1319, and AB 1739) into law creating the Groundwater Management Act of 2014 (the Act).

B. The Act requires the formation of a Groundwater Sustainability Agency ("GSA") that will be responsible for implementing provisions of the Act as to each groundwater basin and groundwater subbasin falling within the provisions of the Act.

C. The Members overlie the Kaweah Subbasin of the San Joaquin Valley Groundwater Basin (the "Subbasin"), an unadjudicated groundwater basin, portions of which underlie the jurisdictional boundaries of each Member.

D. The Members can exercise powers related to groundwater management within their jurisdictional boundaries and qualify individually to serve as a GSA under the provisions of the Act.

E. Under the Act, a combination of local agencies may elect to form a joint GSA through a joint powers agreement.

F. The Members intend by this Agreement to create a joint powers authority, and are authorized to enter into this Agreement pursuant to Government Code §§ 6500 et seq. for the purpose of acting as an independent public agency to serve

as a single GSA under the Act for areas of the Subbasin underlying the jurisdictional boundaries of the Members.

G. Under the Act, each GSA will be responsible for assuming its regulatory role by July 1, 2017, and for submitting a Groundwater Sustainability Plan ("GSP") to the California State Water Resources Control Board ("SWRCB") by either January 31, 2020 or January 31, 2022, depending on criteria specified in the Act.

H. The Members intend to negotiate and enter into Cooperation Agreements with other water agencies, cities, and the County of Tulare electing to serves as GSAs in the Subbasin, for the purpose of coordinating each GSA's GSP to collectively manage the Subbasin in a sustainable manner as required by the Act.

I. The Members each caused notice of their consideration to serve as a joint GSA for the Subbasin to be published in the *Visalia Times-Delta* and the *Tulare Advance-Register* as required by the Act.

J. Courtesy copies of the notice were mailed to the Kaweah Delta Water Conservation District, the Kaweah and St. John's Rivers Association, the Cities of Farmersville, Woodlake and Exeter, and the County of Tulare and any other party specifically requesting notification to the affected Member.

K. On July 20, 2015, the City of Visalia held a public hearing to consider whether it should elect to become a joint GSA with each of the other Members for those portions of the Subbasin subject to their jurisdiction, and to do so by entering into this Agreement.

L. On July 21, 2015, the City of Tulare held a public hearing to consider whether it should elect to become a joint GSA with each of the other Members for those portions of the Subbasin subject to their jurisdiction, and to do so by entering into this Agreement.

M. On August 11, 2015, the Tulare Irrigation District held a public hearing to consider whether it should elect to become a joint GSA with each of the other Members for those portions of the Subbasin subject to their jurisdiction, and to do so by entering into this Agreement.

N. The Members desire to begin collecting and organizing data, engaging and retaining experts and consultants, and soliciting feedback from stakeholders within the portion of the Subbasin subject to their jurisdiction, for the purpose preparing a GSP for the portions of the Subbasin subject to their jurisdiction, and for the purpose of negotiating Coordination Agreements with the other GSAs in the Subbasin to ensure that there is a coordinated plan for managing the Subbasin in compliance with the requirements of the Act.

O. The Members further intend by this Agreement to provide for the management and funding commitments reasonably anticipated to be necessary for the above purposes.

P. The City of Tulare by charter has a Board of Public Utilities Commissioners to which responsibility has been delegated for water utility management, and which must thereby also be a signatory to this Agreement.

ACCORDINGLY, IT IS AGREED:

1. **RECITALS:** The foregoing recitals are incorporated herein by reference.

2. **DEFINITIONS**: Unless otherwise required by the context, the following terms shall have the following meanings:

a. "Act" shall mean the California Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) which collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

b. "Authority" shall mean the Mid-Kaweah Groundwater Subbasin Joint Powers

Authority, which is the public and separate legal entity created by this Agreement.

c. "Board" or "Board of Directors" shall mean the Board of Directors of the Authority as provided in this Agreement to govern and administer the Authority.

d. "Member" shall mean any of the signatories of this Agreement and "Members" shall mean all of the signatories to this Agreement.

e. "Subbasin" shall mean the Kaweah Subbasin of the San Joaquin Valley Groundwater Basin, as identified in Bulletin 118 prepared by the California Department of Water Resources.

f. "Groundwater Sustainability Agency" or "GSA" shall mean an agency enabled by the Act to regulate portions of the Subbasin cooperatively with all other Groundwater Sustainability Agencies in the Subbasin, in compliance with the terms and provisions of the Act.

g. "DWR" shall mean the California Department of Water Resources.

g. "SWRCB" shall mean the California State Water Resources Control Board.

h. "County" shall mean the County of Tulare.

i. "Other Kaweah Agencies" shall mean all other governmental agencies whose jurisdictions include the land overlying the Subbasin or whose jurisdictions include some governmental authority over the Subbasin.

3. CERTIFICATION: Each Member, as a signatory to this Agreement, certifies and declares that it is a public agency, as defined by Government Code § 6500, that is authorized to enter into a joint powers agreement to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code.

4. CREATION OF SEPARATE AGENCY: There is hereby created an agency separate from the parties to the Agreement, and which is responsible for the administration of the Agreement, to be known as the "**MID-KAWEAH GROUNDWATER SUBBASIN JOINT POWERS**

AUTHORITY" (the "Authority"). Within thirty (30) days of the effective date of this Agreement, the Members shall cause a notice of this Agreement to be prepared and filed with the office of the California Secretary of State as required by Government Code § 6503.5.

5. PURPOSES and MEMBER RESPONSIBILITIES: The Authority is formed with the purpose and intent of jointly forming a separate entity to fulfill the role of a GSA consisting of the Members, so that the Members may collectively develop, adopt, and implement a Groundwater Sustainability Plan ("GSP") for the sustainable management of groundwater for that portion of the Subbasin underlying the jurisdictional boundaries of the Members, as those boundaries may be amended from time to time. Notwithstanding their intent to collectively develop, adopt, and implement a GSP, the Members intend to maintain complete control and autonomy over the surface water and groundwater assets to which they are currently legally entitled, and make no commitments by entering into this Agreement to share or otherwise contribute their water supply assets as part of the preparation of a GSP. The geographic boundaries of the GSA contemplated by the Members are set forth in the map attached hereto as Exhibit "A", which is incorporated herein by this reference. The Authority will also represent the Members in discussions with Other Kaweah Agencies, and shall enter into Coordination Agreements with those that form GSAs as required by the Act, to achieve an integrated, comprehensive basin-wide plan that satisfies the Act as to sustainable groundwater management required by the Act for the entire Subbasin.

The Members may exercise independent power within their own jurisdiction, including but not limited to, the establishment or approval of fees and the exercise and administration of all powers held by each Member with regards to groundwater management and regulation as they existed prior to the approval of this Agreement and/or consistent with the Act, except as otherwise provided in this Agreement and/or as required by the Act. Should a Member choose to withdraw from the Authority in accordance with the terms of this Agreement, that Member expressly retains the right to serve as the GSA for the groundwater basin underlying its

jurisdictional boundaries. Members shall be responsible within each of their own jurisdictions for the implementation of any GSP developed by the Authority, unless otherwise provided for in this Agreement or as required by the Act. The Members enter this Agreement with the intent to operate the Authority in compliance with the requirements of the Act with a minimum level of staff, addressing those operations and programs that can be most cost-effectively handled at the regional level by maximizing local resources, private sector participation and contract services. Each Member will be responsible for adhering to the terms of this Agreement, for constructively participating in the efforts to achieve compliance with the Act, and for timely payment of contributions that are approved by the Board in compliance with this Agreement.

6. POWERS: The Members intend that the Authority provide for the joint exercise of certain powers common to the Members in studying, planning and cooperatively and sustainably managing groundwater in the Subbasin, and for the exercise of such additional powers as are conferred by law in order to meet the requirements of the Act. The Members are each empowered by the laws of the State of California to exercise the powers specified in this Agreement, and to comply with the provisions of the Act and other laws. These common powers shall be exercised for the benefit of any one or more of the Members or otherwise in the manner set forth in this Agreement. Subject to the limitations set forth in this Agreement, the Authority shall have the powers to perform all acts necessary to accomplish its purpose as stated in this Agreement, including but not limited to the following:

a. To make and/or assume contracts and to employ agents, employees, consultants and such other persons or firms as the Board may deem necessary, to the full exercise of the Authority's power, including, but not limited to, engineering, hydrogeological, and other consultants, and with attorneys and accountants and financial advisors, for the purpose of providing any service required by the Authority to accomplish its purposes and Member responsibilities identified in Section 5;

b. To conduct all necessary research and investigations, and to compile appropriate reports and collect data from all available sources to assist in preparation of a GSP, and for development of Coordination Agreements with other GSAs in the Subbasin, so as to allow the Members to participate in the sustainable management of the Subbasin in compliance with the Act;

c. To cooperate, act in conjunction with, and contract with the United States, the State of California, or any agency thereof, the County of Tulare, and the Other Kaweah Agencies, or any of them, in the full exercise of the Authority's powers as a GSA;

d. To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, gifts, contributions, donations or other aid from any agency of the United States, the State of California or other public or private person or entity necessary for fulfilling the purposes of a GSA;

e. By unanimous vote of its Board, acquire by grant, purchase, lease, gift, devise, contract, construction, eminent domain or otherwise, and hold, use, enjoy, sell, let, and dispose of, real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and construct, maintain, alter, and operate any and all works or improvements, within or outside the agency, necessary or proper to carry out any of the purposes of the Authority (Water Code § 10726.2);

f. To utilize the GSA enforcement powers identified in the Act (Water Code § 10732), including the imposition and collection of civil penalties that shall be utilized in accordance with the requirements of the Act;

g. To sue and be sued in its own name;

h. To provide for the prosecution of, defense of, or other participation in actions or proceedings at law or in public meetings in which the Members, pursuant to this

Agreement, may have an interest, and to employ counsel or other expert assistance for that purpose;

i. By the unanimous vote of its Board, to adopt an initial operating budget and initial member contributions within ninety (90) days of the execution of this Agreement, and an annual budget and Member contributions to same, by June 30 of each year;

j. To incur debts, liabilities or obligations, subject to the limitations provided in this Agreement;

k. By unanimous vote of its Board, to impose fees authorized by the Act (Water Code §§ 10730-10731), without any limitation on a Member's ability to impose fees within its jurisdiction, to fund the cost of furthering the purposes of this Agreement, complying with the Act, and sustainably managing groundwater within the Subbasin;

l. To adopt rules, regulations, policies and procedures for governing the operation of the GSA and adoption and implementation of the GSP consistent with the powers and purposes of the Authority and as authorized by Chapter 5 of the Act;

m. To investigate legislation and proposed legislation affecting the Act and the Subbasin and make appearances regarding such matters;

n. To take such actions as are deemed necessary to achieve its specific and limited purposes as stated above.

7. OBLIGATIONS OF AUTHORITY: No debt, liability or obligation of the Authority shall constitute a debt, liability or obligation of any of the Members, except as otherwise provided in this Agreement.

8. DESIGNATION OF ADMINISTERING AGENCY: The powers of the Authority provided in this Agreement shall be exercised in the manner provided by law for the exercise of such powers by the Members.

9. ORGANIZATION:

a. GOVERNING BOARD: The Authority shall be governed by a Board of Directors which shall be composed of two (2) City of Visalia City Councilmembers, a total of two (2) members from either or both of the following: City of Tulare City Council or the City of Tulare Board of Public Utilities, and two (2) members of the Tulare Irrigation District Board of Directors, who will be considered the principal Directors. In addition, each of the Members may designate one (1) Alternate Director who may participate on the Authority Board only when a principal Director is absent. An Alternate Director may, but need not be a member of the legislative body of the Member agency that he or she represents. Directors and Alternate Directors shall serve without compensation, except that they may be reimbursed for reasonable expenses associated with their service on the Board as authorized by the Board.

b. TERM: The Authority Board Members shall serve without terms and at the pleasure of the legislative body which appointed them.

c. MEETINGS: Regular meetings of the Board may be held quarterly, or as the Board determines as necessary, on such dates and times and at such locations as the Board shall fix by resolution. Special meetings of the Board shall be called in accordance with Government Code § 54956. All meetings shall comply with the provisions of the Ralph M. Brown Act (Government Code §§ 54950 at seq.).

d. QUORUM: Fifty percent (50%) of the Board of Directors plus one (1) shall constitute a quorum in order to conduct business.

e. VOTING: A simple majority of the quorum shall be required for the adoption of a resolution, ordinance, contract authorization or other action of the Board, except that:

(a) A majority vote of less than a quorum may vote to adjourn;

(b) Any of the following actions shall require a unanimous vote of the entire Board (which may include alternates):

(1) Adoption of an initial budget;

(2) Adoption or modification of the annual budget;

(3) Contracts over $25,000 and for terms in excess of two (2) years;

(4) Admission of additional members;

(5) Appointment, employment, or dismissal of an employee, including any independent contractor who functions as an employee;

(6) Setting the amounts of any contributions or fees to be made or paid to the Authority from any Member;

(7) Compromise or payment of any claim against the Authority;

(8) Acquisition by grant, purchase, lease, gift, devise, contract, construction, or otherwise, and hold, use, enjoy, sell, let, and dispose of, real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and construct, maintain, alter, and operate any and all works or improvements, within or outside the agency, necessary or proper to carry out any of the purposes of the Authority.

(9) Adoption and imposition of any fees pursuant to Water Code §§ 10730-10731;

(10) Replacement of the annual special audit required by Government Code § 6505 with an audit covering a two year period;

(11) Approval of a GSP for the portions of the Subbbasin identified by the GSA boundaries.

f. MINUTES: The Board shall cause minutes of all meetings to be prepared, and shall cause a copy of the minutes to be delivered to each member of the Board,

and filed with the governing body of each party, as soon as practicable after each meeting.

g. RULES: The Board shall adopt such other rules and regulations for the conduct of its business as a GSA and in the implementation of any GSP as it shall deem necessary or desirable consistent with the provisions of this Agreement and the Act.

h. OFFICERS: The officers of the Authority shall be a Chairperson, and Vice-Chairperson, and such other officers as the Board shall designate. The election of officers will take place at the first meeting of a new fiscal year. The Treasurer shall be formally designated by a resolution adopted by the Board of Directors stating the effective date of the appointment and the term of the appointment.

i. ADVISORY COMMITTEE: The Board shall create an Advisory Committee for the purpose of soliciting information from the Other Kaweah Agencies and potentially affected stakeholders utilizing groundwater within the jurisdictional boundaries of the Members and potentially subject to the GSP to be developed by the Authority. Membership on the Advisory Committee and the time/date for meetings shall be at the discretion of the Board.

j. MANAGEMENT COMMITTEE: The Board shall create a Management Committee for the purpose of overseeing all activities undertaken in pursuit of the goals and objectives of the Authority identified in this Agreement, and for reporting upon same to the Board. The Management Committee shall be comprised of one staff person from each of the Members. The Management Committee shall, among other things, be responsible for the approval of all expenditures authorized by the Board through their approval of budget appropriations as required herein. The Management Committee may also

establish a Technical Advisory Subcommittee for the purpose of assisting the Management Committee and the Board with the technical aspects of GSP development and implementation of the Act.

k. ADDITIONAL MEMBERS: The Board shall allow additional members to join the Authority only by unanimous vote. Additional members must be capable of being designated as a GSA under the Act, and must be a stakeholder located within the Subbasin. The Board may set whatever conditions it deems necessary in order to allow the inclusion of additional members, including but not limited to the reimbursement of such additional members' proportionate share of the costs already incurred by the Members.

10. FISCAL AGENT, DEPOSITORY AND ACCOUNTING: The Treasurer appointed by the Board is designated as the fiscal agent and depository for the Authority. The Treasurer may, but need not be, the Finance Director, or designee thereof, of any of the Authority's Members. The Treasurer shall be the depositary and have custody of all money of the Authority, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the Authority shall be held in the joint operating fund established by Section 13, or such other separate accounts as may be necessary, in the name of the Authority and not commingled with the funds of any Member or any other person or entity. Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for public entities. The books and records of the Authority shall be open to inspection by the Members at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

11. ACCOUNTABILITY, REPORTS AND AUDITS: There shall be strict accountability of all funds, and an auditor designated by the Board shall report any and all receipts and disbursements to the Board with such frequency as shall reasonably be required by the Board.

The Authority will utilize the services of an outside independent certified public accountant to make an annual audit of the accounts and records of the Authority as required by Government Code § 6505, unless the Members, by unanimous vote, elect to conduct the audit for a two (2) year period. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts pursuant to Government Code § 26909, and shall conform to generally accepted accounting principles. The outside independent certified public accountant selected by the Authority shall be formally designated by a resolution adopted by the Board of Directors stating the effective date of the appointment and the term of the appointment.

12. OPERATING BUDGET AND EXPENDITURES: The Board shall, by unanimous vote, approve an in initial operating budget within ninety (90) days following the execution of this Agreement. Thereafter, the fiscal year for the Authority shall extend from July 1 to June 30 of each year, and the Board shall, by unanimous vote, adopt an annual operating budget for the coming fiscal year by June 30 of each year, as required to conduct its business in a manner consistent with the purposes of the Authority. All expenditures within the designations and limitations of the applicable approved budget appropriations shall be made upon approval of the Management Committee. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval of the Board and in accordance with Board directions and authorizations concerning authorized account signatories. The Authority may invest any money in the treasury that is not required for its immediate necessities in the same manner, and upon the same conditions, as any local agency may do pursuant to Government Code § 53635.

13. CONTRIBUTIONS AND ALTERNATIVE FUNDING SOURCES: The Authority shall have the power to establish a joint operating fund. The fund shall be used to pay all administrative, operating and other expenses incurred by the Authority, and shall be funded by from Member contributions as set forth in the initial and annual operating budget required by Section 12. The Authority may also seek funding from other alternative sources, including but not

limited to state and federal grants or loans, and unless specifically allocated by the unanimous vote of the Board, all funding contributions obtained from alternative sources shall be equally allocated to each Member.

The Board may arrange payment of the expenses of the Authority through an alternative funding source. In accordance with Government Code § 6512.1, the Board may direct repayment or return to the Members all or part of the contributions made by the Members, upon such terms as may be consistent with any indebtedness incurred by the Authority. Unless otherwise prohibited by the alternative funding source, said alternative source's funds will be disbursed before local funds for covered Authority obligations.

14. ASSESSMENTS FOR EXTRAORDINARY COSTS: In the event the Authority should experience an unanticipated need to pay for extraordinary costs, or to pay for any and all costs of litigation or indemnification as provided in this Agreement, and to the extent that such costs cannot otherwise be reasonably funded through use of reserves on hand or through the other revenue sources authorized by this Agreement, the Board may allocate the additional costs, whether actually incurred or estimated to be necessary. Unless specifically allocated by the unanimous vote of the Board all allocations shall be equally allocated to each Member. The Members agree that they will then contribute their proportionate share of the additional costs within a reasonable period of time as determined by the Board.

15. INITIAL STAFFING CONTRIBUTIONS: The Authority initially intends to pursue the goals and objectives identified in this Agreement by utilizing the staff of each of the Members to pursue those operations, investigations and programs that can be most cost-effectively handled by maximizing Member staff and resources. The Management Committee shall meet to determine the respective initial staffing contributions of the Members that will be utilized during the time period covered by the initial operating budget. Thereafter, all Member staff contributions to conducting the activities of the Authority shall be recommended by the Management Committee for approval by the Board at the time for adopting the annual budget for the Authority.

In the event that the staffing contributions of the Members recommended by the Management Committee are not allocated equally amongst the Members, the Board may adjust the monetary contributions of the Members as specified in Section 13 herein.

16. DISPUTE RESOLUTION: Should any controversy arise between the Members concerning this Agreement or the rights and duties of any Member under this Agreement, the Members shall submit the matter to a person appointed by the Management Committee to mediate the dispute. The appointed mediator shall be a person who is not an employee or agent of any Member and who has knowledge of and experience in the management of groundwater resources. The appointed mediator shall render a final decision on the matter in dispute and will be compensated by the Authority.

17. WITHDRAWAL:

a. NOTICE TO MEMBERS: Any Member may withdraw from the Authority by delivery of written notice to withdraw to each of the Members at least one hundred twenty (120) days prior to the date of withdrawal ("Withdrawal Notice Period").

b. EFFECT OF WITHDRAWAL: The withdrawal of the Member shall have no effect on the continuance of this Agreement among the remaining Members. After providing written notice of withdrawal, the withdrawing Member shall neither be entitled nor obligated to participate in a vote on any matter before the Board, including but not limited to adoption of the annual operating budget required by Section 12 and the assessment for extraordinary costs allowed by Section 14.

c. CONTINUING FISCAL OBLIGATIONS: Any Member that withdraws as provided herein shall remain proportionately liable during the Withdrawal Notice Period for its proportionate share of the annual operating budget required by Section 12. If the remaining Members elect to incur extraordinary costs in accordance with Section 14, the withdrawing Member shall be proportionately liable during the Withdrawal Notice Period for the obligations or debts approved and incurred by the

Authority for those extraordinary costs. Any Member that withdraws shall remain proportionately liable for any unfunded capital expenditures incurred or approved prior to the date of written notice of withdrawal of such Member.

d. CONTINUING CLAIMS OBLIGATIONS: Members will remain obligated to contribute their proportionate share (based upon the membership roll as of the date of the claim), including without limitation legal defense costs, for any occurrences incurred during the Member's membership, but not presented as a claim against the Authority until after the Member's withdrawal.

e. DIVISIONS OF PROPERTY ASSETS: The real or personal property assets contributed by the withdrawing member or the value of the real or personal property assets at the date of withdrawal will be returned to the withdrawing member.

18. TERM AND TERMINATION: This Agreement shall become effective, and the Authority shall come into existence, on the date that the last of the named parties executes the Agreement. The Agreement, and the Authority, shall thereafter continue in full force and effect until the governing bodies of the parties unanimously elect to terminate the Agreement.

Upon effective election to terminate this Agreement, the Board shall continue to act as a board to wind up and settle the affairs of the Authority. The Board shall adequately provide for the known debts, liabilities and obligations of the Authority, and shall then distribute the assets of the Authority among the Members, as follows:

a. The assets contributed by each Member, or the value thereof as of the date of termination shall be distributed to that entity.

b. The remaining assets shall then be distributed to each Member in equal proportions.

The distribution of assets shall be made in-kind to the extent possible by returning to each Member those assets contributed by such parties to the Authority; however, no party shall

be required to accept transfer of an asset in kind.

Notwithstanding any other provision by the Board for payment of all known to debts, liabilities and obligations of the Authority, each of the Members shall remain liable for any and all such debts, liabilities, and obligations in equal proportions, or in the proportion specified by unanimous action of the Board if alternative proportions are so specified for particular actions or activities that give rise to such debts, liabilities, and obligations.

19. INDEMNIFICATION/CONTRIBUTION: The Authority shall hold harmless, defend and indemnify the Members, and their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property (including property owned by any Member), arising out of the activities of the Authority, or its agents, officers and employees under this Agreement. The foregoing indemnification obligations shall continue beyond the term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement.

To the extent that the Authority is unable or unwilling to hold harmless, defend and indemnify any party to this Agreement as provided in this Section, such party shall be entitled to contribution from each of the other parties in equal proportion to the extent one Member pays more than its equal share of such obligation.

20. INSURANCE: The Authority shall obtain insurance for the Board members and general liability insurance containing liability in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Authority. The Members, their officers, directors and employees, shall be named as additional insureds.

21. CLAIMS: All claims against the Authority, including, but not limited to, claims by public officers and employees for fees, salaries, wages, mileage, or any other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title I of the Government Code, which describes the appropriate content of a claim.

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

23. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

24. NOTICES: Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered sent by facsimile transmission, emailed or sent by first class mail, postage prepaid and addressed as follows:

The Authority

To all of its Members, who are identified as follows:

MEMBERS:

City of Tulare
City Manager
411 E. Kern Ave.
Tulare, CA 93274
Fax No.: (559) 685-2398 / Confirming No.: (559) 684-4200

Tulare Irrigation District
General Manager
6826 Avenue 240
Tulare, CA 93274
(559) 686-3425

City of Visalia
City Manager
425 East Oak Avenue, Suite 301
Visalia, CA 93291
(559) 713-4314

Notice delivered personally, sent by facsimile transmission, emailed is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Any party may change the above address by giving written notice pursuant to this Section.

25. CONSTRUCTION: This Agreement reflects the contributions of all parties and

accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

26. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

27. WAIVERS: The failure of any party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach.

28. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to any party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

29. FURTHER ASSURANCES: Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.

30. COUNTERPARTS: This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. AMENDMENT: This document may only be amended with a unanimous vote by its Members.

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

CITY OF TULARE Signature page

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

CITY OF TULARE

Rob Hunt
City Manager /acting Date 9-14-15

ATTEST Date 9-14-15
City Clerk

CITY OF TULARE BOARD OF PUBLIC UTILITIES

Date 9-11-15
President, Board of Public Utilities Commissioners

Shanna Oneal
ATTEST Date 9-14-15
Secretary, Board of Public Utilities Commissioners

Approved to Form
City of Tulare City Attorney

Date

CITY OF TULARE Signature page

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

CITY OF TULARE

_____ Date _____
City Manager

_____ Date _____
ATTEST
City Clerk

CITY OF TULARE BOARD OF PUBLIC UTILITIES

_____ Date _____
President, Board of Public Utilities Commissioners

_____ Date _____
ATTEST
Secretary, Board of Public Utilities Commissioners

Approved to Form
City of Tulare City Attorney

_____ Date 09.15.15

TULARE IRRIGATION DISTRICT **Signature page**

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

TULARE IRRIGATION DISTRICT

David G Bunker 9-14-15

President of the Board

J. Paul Hendrix Date 9/14/15

ATTEST
Secretary of the Board

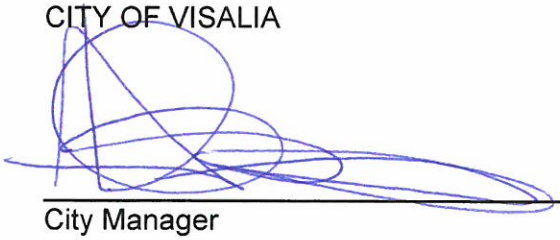
Approved to Form
District Counsel

Kevin B Bailey Date 9-14-15

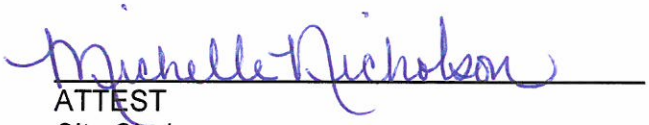
CITY OF VISALIA Signature page

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

CITY OF VISALIA



City Manager Date 9/14/15



ATTEST Date 9/15/15
City Clerk

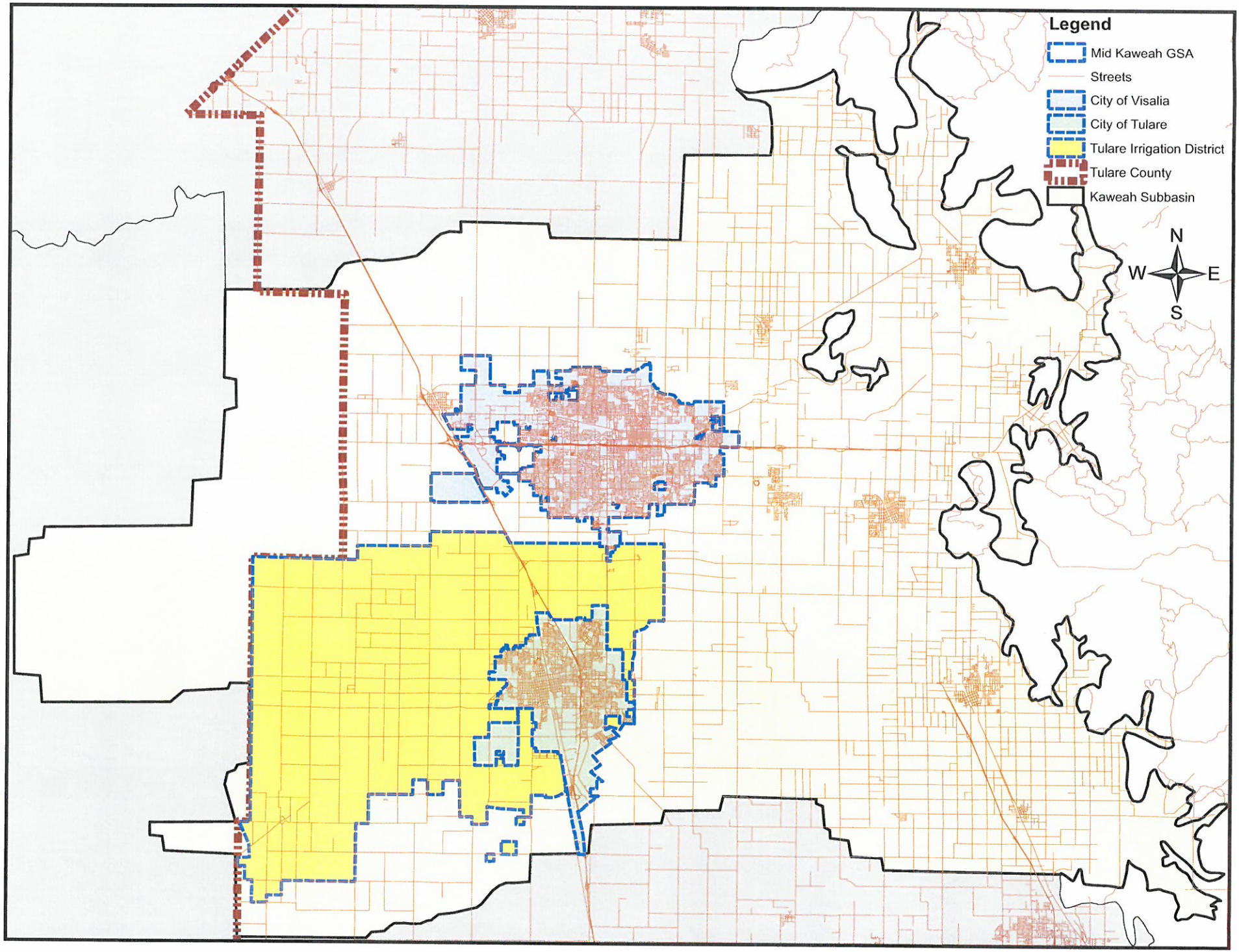
Approved to Form
City of Visalia City Attorney



Date 9-14-15

EXHIBIT "A"

GEOGRAPHIC BOUNDARIES OF THE GSA


Legend
Mid Kaweah GSA
Streets
City of Visalia
City of Tulare
Tulare Irrigation District
Tulare County
Kaweah Subbasin
N
W
E
S