**RESOLUTION NO. 4109-26**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR AND THE WINDSOR WATER DISTRICT APPROVING THE SANTA ROSA PLAIN GROUNDWATER SUSTAINABILITY AGENCY'S AMENDED AND RESTATED JOINT POWERS AGREEMENT (JPA) AND AMENDED BYLAWS**

**WHEREAS,** the Santa Rosa Plain Groundwater Sustainability Agency ("SRPGSA") is a Joint Powers Agency formed pursuant to the Joint Exercise of Powers Act, Cal. Gov. Code§ 6500 et seq., and a Joint Powers Agreement effective on May 25, 2017 ("JPA Agreement"); and

**WHEREAS,** the SRPGSA is also governed by bylaws that were approved by the SRPGSA Board of Directors ("Board") on February 8, 2018, which facilitates the governance and administration of the SRPGSA ("Bylaws"); and

**WHEREAS,** the Town of Windsor is a founding member of the SRPGSA; and

**WHEREAS,** Section 12.02 of the JPA Agreement provides that the JPA Agreement may be amended by the unanimous consent of the SRPGSA's member agencies acting through the members' governing bodies; and

**WHEREAS,** Section 7.06 of the JPA Agreement provides that the Bylaws may be amended by a supermajority vote of the Board; and

**WHEREAS,** with feedback and coordination of the SRPGSA's member agencies, SRPGSA staff and legal counsel have identified and proposed certain updates to the JPA Agreement and Bylaws to improve efficiency and clarity for the governance and administration of the SRPGSA (Exhibit A).

**NOW, THEREFORE BE IT RESOLVED** that the Town Council of the Town of Windsor and the Windsor Water District hearby approves the Santa Rosa Plain Groundwater Sustainability Agency's Amended and Restated JPA Agreement and amended Bylaws which shall become effective and supersede the existing Bylaws as of the effective date of the Amended and Restated Joint Powers Agreement (Exhibit B).

**PASSED, APPROVED AND ADOPTED this 2nd day of September 2026, by the following vote:**

| | |
|---|---|
| **AYES:** | **COUNCILMEMBERS LEEP, SALMON, VICE MAYOR POTTER AND MAYOR REYNOZA** |
| **NOES:** | **NONE** |
| **ABSTAIN:** | **NONE** |
| **ABSENT:** | **COUNCILMEMBER WALL** |

**ROSA REYNOZA, MAYOR**

**ATTEST:**

**IRENE CAMACHO-WERBY, TOWN CLERK**

**Attachments:**

- **Exhibit A –** Santa Rosa Plain GSA Amended and Restated JPA and Bylaw Proposed changes – redline
- **Exhibit B –** Santa Rosa Plain GSA Amended and Restated JPA and Bylaw Proposed changes – clean copy

# AMENDED AND

# RESTATED

# JOINT EXERCISE OF POWERS AGREEMENT

~~creating~~ of the

# SANTA ROSA PLAIN GROUNDWATER SUSTAINABILITY AGENCY

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# Amended and Restated
# SANTA ROSA PLAIN GROUNDWATER SUSTAINABILITY AGENCY JOINT EXERCISE OF POWERS AGREEMENT

~~THIS~~ This **JOINT EXERCISE OF POWERS AGREEMENT ("Agreement")**
forming
the Santa Rosa Plain Groundwater Sustainability Agency ("**Agency**") is made and entered into as of ~~———————~~December 31, ~~2017~~ 2026 ("**Effective Date**"), by and among the public agencies listed on the attached Exhibit "A" (collectively "**Members**" and individually "**Member**") for the purpose of forming a Groundwater Sustainability Agency ("**GSA**") and achieving groundwater sustainability in the Santa Rosa Plain Groundwater Basin.

## RECITALS

**WHEREAS**, the comprehensive groundwater legislation collectively enacted and referred to as the "Sustainable Groundwater Management Act" at California Water Code Section 10720 *et. seq.* (**"SGMA"**) initially became effective on January 1, 2015.

**WHEREAS**, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater.

**WHEREAS**, SGMA requires the designation of Groundwater Sustainability Agencies ("**GSAs"**) for the purpose of achieving groundwater sustainability through the adoption and implementation of Groundwater Sustainability Plans ("**GSPs**") or an alternative plan for all medium and high priority basins as designated by the California Department of Water Resources.

**WHEREAS**, each Member is a local agency, as defined by SGMA, within the Santa Rosa Plain Groundwater Subbasin ("**Basin**") which is designated basin number 1-55.01 in Department of Water Resources Bulletin No. 118 and which is designated as a medium priority basin.

**WHEREAS,** pursuant to Section 10723 of the California Water Code, SGMA authorizes a water corporation regulated by the Public Utilities Commission ("PUC") or a mutual water company to participate in a GSA through agreement.

**WHEREAS,** certain PUC-regulated (PUCR) and mutual water companies (MWC) within the Basin have entered into a Memorandum of Understanding for the purpose of selecting a common representative to serve as a member of the GSA Board ("MWC/PUCR MOU").

**WHEREAS**, SGMA requires that the Basin have a designated GSA by no later than June 30, 2017 and an adopted GSP by no later than January 31, 2022.

**WHEREAS**, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement.

**WHEREAS**, the Members are authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code) ("**Act**") to create the Agency for the

purpose of jointly exercising those powers granted by the Act and any additional powers which are common among them.

**WHEREAS**, the Members, individually and collectively, have the goal of cost effective sustainable groundwater management that considers the interests and concerns of all beneficial uses and users of groundwater.

**WHEREAS,** in order to promote efficiency and sharing of resources, the Members, individually and collectively, encourage coordination between GSAs in Sonoma County.

**WHEREAS,** the Members hereby enter into this Agreement to establish this Joint Powers Authority to form a GSA and undertake the management of groundwater resources pursuant to SGMA.

**WHEREAS**, on May 25, 2017, and pursuant to the aforementioned recitals, the Members entered into a Joint Power Agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code) ("**Act**"), thereby forming the Agency, and under which the Agency has since been operating.

**WHEREAS**, the Members have now unanimously determined, pursuant to those same recitals, that 2017 Joint Powers Agreement should be amended so that this Amended and Restated Joint Powers Agreement accurately reflects the Agency's governance and administrative structure, thereby becoming, as of the Effective Date, the Joint Powers Agreement that shall govern the GSA.

## AGREEMENT TERMS

**NOW THEREFORE,** in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Members hereby agree as follows:

### Article I: Definitions

#### Section 1.01 – Definitions.

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

(a) "Act" shall mean the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the California Government Code, sections 6500, *et seq*., including any amendments thereto.

(b) "Administrator" shall mean the person or entity appointed by the Board pursuant to Section 9.01.01 to manage the operation of the Agency.

(c) "Agency" shall mean the Santa Rosa Plain Groundwater Sustainability Agency,

which is a separate entity created by this Agreement pursuant to the provisions of California Government Code sections 6500 *et seq*.

(d) "Agreement" means this Santa Rosa Plain Groundwater Sustainability Agency Joint Exercise of Powers Agreement.

(e) "Basin" shall mean the Santa Rosa Plain Groundwater Subbasin which is designated basin number 1-55.01 in Department of Water Resources' Bulletin No. 118 and as its boundaries may be modified from time to time through the procedures described in California Water Code section 10722.2 or by the Department of Water Resources under its separate authority.

(f) "Board of Directors" or "Board" shall mean the governing body of the Agency as

established by Section 6.01 of this Agreement.

(g) "Bylaws" shall mean the bylaws adopted by the Board of Directors pursuant to Section 9.05 of this Agreement to govern the day-to-day operations of the Agency.

(h) "Director" shall mean each person appointed by each Member pursuant to Section 6.02 to exercise the rights and duties of a Director as defined by this Agreement, which shall include a "Primary Director," "Alternate Director," and "Second Alternate Director," as appropriate.

~~(g) "Director" and "Alternate Director" shall mean a Director or Alternate Director appointed by a Member pursuant to Section 6.02 of this Agreement.~~

~~(h)~~(i) "Ex Officio Member" shall mean an entity invited to participate in the Agency pursuant to Section 5.02 of this Agreement.

~~(i)~~(j) "Fiscal Year" shall mean July 1st through June 30th pursuant to Section 10.03 of this Agreement.

~~(j)~~(k) "Groundwater Sustainability Agency" or "GSA" shall have the meaning set forth in California Water Code section 10721(j).

~~(k)~~(l) "Groundwater Sustainability Plan" or "GSP" shall have the meaning set forth in California Water Code section 10721(k).

~~(l)~~(m) "Local Agency" or "Local Agencies" shall have the meaning set forth in California Water Code Section 10721(n).

~~(m)~~(n) "Member" or "Members" shall mean the local agencies listed in the attached Exhibit "A" that have executed this Agreement, including any new Members that may subsequently join this Agency with the authorization of the Board, pursuant to Section 5.02 of this Agreement.

~~(n)~~(o) "MWC/PUCR Director" shall mean the person selected to represent the Basin area mutual water companies and PUC regulated utilities on the GSA Board pursuant to the MWC/PUCR MOU.

~~(o)~~(p) "Plan Manager" shall mean the person appointed by the Board to oversee the preparation and implementation of the GSP and who has been delegated management authority for submitting the GSP, GSP amendments, annual reports, and five-year assessments and serving as the point of contact between the Agency and the Department of Water Resources. The Plan Manager shall be a professional engineer, professional geologist or certified hydrogeologist, or someone who has demonstrated experience and knowledge in the foregoing areas as determined by the Board.

~~(p)~~(q) "Sustainable Groundwater Management Act" or "SGMA" shall mean the

comprehensive groundwater legislation collectively enacted and referred to as the "Sustainable Groundwater Management Act" ("SGMA") as codified in California Water Code Sections 10720 *et seq.* and as may be amended in the future.

## Article II: Agency Creation

### Section 2.01 – Creation of the Agency.

There is hereby created a joint powers agency known as the Santa Rosa Plain Groundwater Sustainability Agency ("Agency"). The Agency shall be, to the extent provided by law, a public entity separate from the Members of this Agreement.

### Section 2.02 – Purpose of the Agency.

The purpose of this Agreement, and the creation of the Agency, is to provide for the joint exercise of powers common to the Members, to specifically include powers granted by SGMA, for the purpose of cooperatively carrying out the requirements of SGMA, including, but not limited to, serving as the GSA for the Basin.

## Article III: Term

### Section 3.01 – Term.

This Agreement shall become operative on the Effective Date, provided that at least two of the Members listed in Exhibit A have executed this Agreement by said date. ~~If an eligible agency listed in Exhibit A has not executed this Agreement by May 12, 2017 it will lose its right to join through execution of this Agreement and its membership will be subject to the process for inclusion of new Members set forth in Section 5.02, provided, however, that if an eligible agency is diligently pursuing approval of this Agreement from its governing board and has obtained approval not later than May 26, 2017, then it shall be allowed to join without adherence to Section 5.02.~~

This Agreement shall remain in effect until terminated by the unanimous written consent of all then active Members or until there are less than two Members remaining in the Agency; provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the Agency that was previously approved by the Board.

## Article IV: Powers

### Section 4.01 – Powers.

The Agency shall possess the ability to exercise those powers specifically granted by the Act and SGMA. Additionally, the Agency shall possess the ability to exercise the common powers of its Members related to the purposes of the Agency, including, but not limited to, the following:

4.1.1 To designate itself the GSA for the Basin pursuant to SGMA.

4.1.2 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency and the adoption and implementation of the GSP.

4.1.3 To develop, adopt and implement a GSP for the Basin pursuant to

SGMA.

4.1.4 To adopt ordinances within the Basin consistent with the purpose of the Agency as necessary to implement the GSP and otherwise meet the requirements of SGMA.

4.1.5 To employ agents and employees.

4.1.6 To obtain legal, financial, accounting, technical, engineering, and other services needed to carry out the purposes of this Agreement.

4.1.7 To conduct studies, collect and monitor all data related and beneficial to the development, adoption and implementation of the GSP for the Basin.

4.1.8 To perform periodic reviews of the GSP including submittal of annual reports.

4.1.9 To require the registration and monitoring of wells within the Basin.

4.1.10 To issue revenue bonds or other appropriate public or private debt and incur debts, liabilities or obligations.

4.1.11 To exercise the powers permitted under Government Code section 6504 or any successor statute.

4.1.12 To levy taxes, assessments, charges and fees as provided in SGMA or otherwise provided by law.

4.1.13 To regulate and monitor groundwater extractions within the Basin as permitted by SGMA, provided that this Agreement does not extend to a Member's operation of its system to distribute water once extracted or otherwise obtained, unless and to the extent required by other laws now in existence or as may otherwise be adopted.

4.1.14 To establish and administer projects and programs for the benefit of the Basin.

4.1.15 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, special districts, groundwater sustainability agencies, public and private corporations of any kind (including without limitation, PUC regulated utilities and mutual water companies), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.

4.1.16 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the Agency and to invest funds pursuant to California Government Code section 6509.5 or other applicable State Law.

4.1.17 To apply for and accept grants, contributions, donations and loans under any federal, state or local programs for assistance in developing or implementing any of its projects or programs for the purposes of the Agency.

4.1.18 To acquire by negotiation, lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and without the respective boundaries of the Members necessary to accomplish the purposes described herein.

4.1.19 To sue or be sued in its own name.

4.1.20 Any additional powers conferred under SGMA or the Act or under applicable law, insofar as such powers are needed to accomplish the purposes of SGMA, including all powers granted to the Agency under Article 4 of the Act which are in addition to the common powers of the Members, including the power to issue bonds or otherwise incur debts, liabilities or obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues of the rights thereto as security for such bonds and other indebtedness.

4.1.21 Any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Members to this Agreement and to perform all other acts necessary or proper to fully carry out the purposes of this Agreement.

**Section 4.02 – Exercise of Powers.**

In accordance with California Government Code section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the County of Sonoma.

**Section 4.03 – Water Rights and Consideration of all Beneficial Uses and Users of Groundwater in the Basin.**

As set forth in California Water Code section 10723.2, and any future amendments to SGMA, the GSA shall consider the interests of all beneficial uses and users of groundwater in the Basin, as well as those responsible for implementing the GSP. Additionally, as set forth in California Water Code section 10720.5(a), and any future amendments to SGMA, any GSP adopted pursuant to this Agreement shall be consistent with Section 2 of Article X of the California Constitution and nothing in this Agreement modifies the rights or priorities to use or store groundwater consistent with Section 2 of Article X of the California Constitution, with the exception that no extraction of groundwater between January 1, 2015 and the date the GSP is adopted may be used as evidence of, or to establish or defend against, any claim of prescription. Likewise, as set forth in California Water Code section 10720.5(b), and any future amendments to SGMA, nothing in this Agreement or any GSP adopted pursuant to this Agreement determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights.

**Section 4.04 – Preservation of Powers.**

Nothing set forth in this Agreement is intended to abrogate the powers of any Member, independent of the Agency, including but not limited to police power, as applicable. The adopted GSP shall not authorize any water supply augmentation to the Basin with groundwater extracted from another groundwater basin within the jurisdiction of a Member without the express consent of that Member.

**Section 4.05 – Coordination between Basins.**

In order to maintain consistency and the efficient use of resources, to the extent feasible, the Agency shall endeavor to coordinate between and among the other Sonoma County GSAs for administration, matters involving public communication and outreach, and for developing frameworks to support groundwater management, which may include agreement to certain areas of coordination, provided that the Agency retain its own authority and that such recommendations are ratified by the Board. The Agency may clarify and acknowledge coordination among the other GSAs through a document or agreement if deemed appropriate.

**Section 4.06 – Agreement with MWC/ PUCRs.**

The Agency will enter into a single participation agreement with the Basin area mutual water companies and PUC-regulated entities located within the Basin who are parties to the MWC/PUCR MOU to allow participation in the GSA as authorized by SGMA. Such participation agreement shall allow the selection of one representative, as well as an alternate, pursuant to the MWC/PUCR MOU to serve as the MWC/PUCR Director and Alternate Director on the GSA Board. The participation agreement with the MWC/PUCRs shall contain the same provisions regarding termination, suspension of voting rights, and continuing obligations upon withdrawal or termination as those that pertain to the Members pursuant to Sections 11.06 and 11.07.

**Section 4.07 – Public Meeting for Periodic Review of Agreement.**

To ensure that the Agency's governance structure addresses the interests and concerns of those affected by its activities, the Board shall conduct a public meeting at the following milestones to review the terms and conditions of this Agreement and discuss whether any amendments to this Agreement are necessary or advisable:

- Upon completion of an initial fee study
- Within three years of submittal of the GSP to DWR
- At least once every ten years after adoption of the GSP

At such public meeting the Administrator and Agency Counsel shall make a report to the Board recommending any amendments to the Agreement, and if directed by the Board shall draft proposed amendments to this Agreement for consideration by the governing boards of each Member. This section shall not preclude the Members from making amendments of this Agreement at other times as deemed necessary or appropriate by the Members, in accordance with Section 12.02 of this Agreement.

## Article V: Membership

### Section 5.01 – Members.

The Members of the Agency shall be the local agencies listed on the attached Exhibit "A", so long as their Membership has not been withdrawn or terminated pursuant to the provisions of Article XI of this Agreement.

### Section 5.02 – Ex Officio Members.

An entity that is pursuing formation of a local public agency that is qualified to join the Agency under the provisions of SGMA and the Act, may submit to the Agency documentation of its formation process. Such documentation shall include:

**5.02.01** For an entity going through Sonoma County Local Agency Formation Commission (Sonoma LAFCO):

- All documentation submitted to the Sonoma LAFCO, including:
  - Complete Application/Petition Packet
  - Plan for Services, which shall include its five-year plan, budget and funding information, and staffing plan, and which shall demonstrate that the entity will meet the SGMA definition of local public agency and provide an analysis of how the entity will support SGMA implementation
  - Map, showing boundaries and parcels
- Documentation of Sonoma LAFCO's approval or conditional approval of entity's application/petition

Upon receipt of the above documentation, the entity will be invited to join the Board as an Ex Officio Member, with no voting rights. Such Ex Officio participation will cease upon any of the following:

- If LAFCO granted conditional approval, failure to meet any of the required conditions
- Failure to conduct the required elections for formation within timeframe required by LAFCO
- Failure of required elections for formation to pass
- Failure to complete formation process within three years of becoming Ex Officio Member

**5.02.02** For an entity going through a special legislative process outside Sonoma LAFCO:

- Final text of the enacted and enrolled bill which shall demonstrate that the entity will meet the SGMA definition of local public agency and include provisions regarding how the entity will support SGMA implementation
- Documentation that the bill has been chaptered by the Secretary of State

Upon receipt of the above documentation, the entity will be invited to join the Board as an Ex Officio Member, with no voting rights. Such Ex Officio participation will cease upon any of the following:

- Failure to conduct required elections, if any, for formation within the timeframe specified by the legislation, if any. If no timeframe is specified, within one year of the effective date of the legislation.
- Failure of required elections, if any, for formation to pass.
- Failure to satisfy other requirements, if any, specified in the legislation for formation within the timeframe specified by the legislation, if any. If no timeframe is specified, within one year of the effective date of the legislation.

**Section 5.03 – New Members.**

Upon submittal of an application for membership, new Members shall be admitted to the Agency so long as: 1) the new Member is located or has jurisdictional boundaries within the Basin; 2) the new Member is a local public agency or another entity authorized by SGMA that is qualified to join the Agency under the provisions of SGMA and the Act; and 3) the new Member agrees to the terms of this Agreement, including applicable financial obligations, which may be determined based at no more than an equal share of the unreimbursed Funding Commitments of the other Members pursuant to Section 10.02 or as established pursuant to Section 10.07.

Once an application is accepted by the Board of Directors, this Agreement is executed by an authorized representative of the new Member, and the new Member satisfies any applicable financial obligation of the new Member, the attached Exhibit "A" shall be amended to reflect the new Member, and such action by the Board shall not be subject to the requirements of Section 12.02.

## Article VI: Directors and Officers

**Section 6.01 – Board of Directors.**

The Agency shall be governed and administered by a Board of Directors ("Board") which is hereby established and which shall be composed of one voting seat per Member and one voting seat for the MWC/PUCR MOU Representative. The governing board shall be known as the "Board of Directors of the Santa Rosa Plain Groundwater Sustainability Agency." All voting power shall reside in the Board.

**Section 6.02 – Directors and Alternates.**

Directors and Alternate Directors~~s~~ shall be appointed as follows:

~~6.02.02~~ 6.02.01 Members: Each Member shall appoint one Primary Director and one Alternate Director to the Board. The Alternate Director shall serve and assume the rights and duties of the Primary Director when the Primary Director is absent or recused from ~~unable to attend~~ a Board meeting. The Primary Director~~s~~ and Alternate Director~~s~~ shall, at all times, be an elected or appointed official~~s~~ of their ~~governing bodies.~~ respective Member. ~~Directors and Alternate Directors shall serve at the pleasure of the Member appointing them and they may be removed at any time, with or without cause, in the sole~~

~~discretion of their~~

~~respective Members. Each Director and Alternate Director shall hold office until their successor is selected by their Member and the Agency has been notified of the succession. In the event that a Director or Alternate Director loses their position as an official of their Member's governing body, that Director position shall become vacant and that Member shall appoint a new Director.~~

If necessary, each Member may have the option to also appoint one Second Alternate Director who shall serve and assume the rights and duties of the Primary Director in the absence or recusal of both that Member's Primary Director and Alternate Director. The appointed Second Alternate Director must be appointed by an official action of their respective Member., The appointed Second Alternate Director shall not include independent contractors, consultants, temporary staff, or third parties. The Second Alternate Director shall be limited to attending no more than two (2) of the Agency's meetings during any calendar year.

Each appointed Primary, Alternate, and Second Alternate Director who assumes the rights and duties of the Primary Director shall, at all times, be subject to the Agency's Conflict of Interest Codes and applicable state law, including, but not limited to, Government Code § 1090, the Political Reform Act, and the Brown Act. Each appointed Primary, Alternate, and Second Alternate Director shall serve at the pleasure of the Member appointing them, and they may be removed at any time, with or without cause, in the sole discretion of their respective Member. Each Primary, Alternate, and Second Alternate Director shall hold office until their successor is selected by their Member and the Agency has been notified of the succession.

In the event that the Primary or Alternate Director ceases to be an elected or appointed official of their Member's governing body, that Primary or Alternate Director position shall become vacant and the respective Member Agency shall appoint a new Primary or Alternate Director.

~~6.02.03~~6.02.02 MWC/PUCR: The MWC/PUCR MOU Director, and an Alternate Director, shall be selected in accordance with the MWC/IOU MOU and any applicable provisions of the participation agreement.

~~Section~~ 6.02.03 Ex Officio Member: For any Ex Officio Member established pursuant to Section 5.02, the Ex Officio Member shall appoint one representative who shall reside within the proposed geographic boundaries of the Ex Officio Member. The Ex Officio Member may participate in Board discussions but shall have no voting rights.

**Section 6.03 – Officers of the Board.**

Officers of the Agency's Board shall consist of a Chairperson and Vice-Chairperson. The Chairperson shall preside at all meetings of the Board, while the Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson. The Chairperson and Vice-Chairperson shall exercise and perform such other powers and duties as may be assigned by the Board.

**Section 6.04 – Appointment of Officers of the Board.**

The Board shall ~~annually~~ elect the Officers of the Board from the Primary Directors every other calendar year. Officers of the Board shall hold office for a term of two years commencing on July 1 of every other calendar year and they may serve for multiple consecutive terms. Officers of the Board may be removed and replaced at any time, with or without cause by a Board vote. In the event that an Officer of the Board loses their position as a Primary Director, that Officer of the Board position shall become vacant and the Board shall elect a new Officer from existing ~~Board members~~Primary Directors to serve the remaining Officer term.

## Article VII: Board Meetings and Actions.

**Section 7.01 – Initial Meeting.**

The initial meeting of the Board, which shall be held for purpose of meeting the requirements of California Water Code Section 10723, including decision of the Agency to serve as the GSA for the Basin, shall be held at a location overlying the Basin on or before June 20, 2017.

**Section 7.02 – Regular Meeting Schedule.**

The Board shall establish by resolution, bylaws, or other procedure a regular meeting time and place at the initial meeting of the Board. The Board may vote to change the regular meeting time and place provided that the new location remains at a place overlying the Basin.

**Section 7.03 – Conduct of Board Meetings.**

Meetings of the Board of Directors shall be noticed, held, and conducted in accordance with the provisions of The Brown Act (California Government Code sections 54950, *et seq*.).

**Section 7.04 – Quorum.**

A quorum of the Board shall consist of a majority of the Directors.

**Section 7.05 – Voting.**

Each Director shall have one vote. A majority vote of the Directors is needed for the adoption of any action, except those which require a supermajority three-fourths vote or a unanimous vote.

**Section 7.06 – Supermajority Voting Requirement.**

A supermajority vote is three-fourths of the Directors. Items that require a supermajority vote to pass consist of the following, which, except for those items described in Section 12.02.02, may be amended from time to time by the Board by a supermajority vote, or as may otherwise be required by this Agreement (See Sections 9.03, 11.06 and 12.02.~~02~~01) or by law:

- Bylaws adoption, modification or alteration
- GSP adoption, modification or alteration
- Removal of Advisory Committee members
- Modifications to the composition of the Advisory Committee as set forth in Section 6.3(b) of the Bylaws, including changes to the total ~~composition and~~ number of Advisory Committee members, Member appointees, and interest-based appointees, including changes to the categories of interest-based appointees.
- Adoption of assessments, charges and fees
- Adoption of regulations and ordinances
- Adoption or modification of annual budget, including capital projects
- Property acquisition (excepting rights of way)
- Contracting with a Member for administrative services, subject to the provisions of Section 9.03
- Appointment of Fiscal Agent and Treasurer, subject to the provisions of Section 9.03 and/or Section 10.04, Administrator, Plan Manager or General Legal Counsel
- Minor, administrative amendments to this Agreement not subject to Section 12.02.02

**Section 7.07 – Unanimous Voting Requirement.**

Items that require a unanimous vote of the Board to pass consist of the following, which may be amended from time to time by the Board by a unanimous vote, or as otherwise required by law:

- Financial Commitments of the Members, whether through the budget approval

process or otherwise

## Article VIII: Board Committees

### Section 8.01 – Committees of the Board.

The Board of Directors may from time to time establish one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objects of the Authority. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them.

### Section 8.02 – Advisory Committee.

The Board shall establish an Advisory Committee. Meetings of the Advisory Committee shall be noticed, held, and conducted in accordance with the provisions of The Brown Act (California Government Code sections 54950, *et seq*.). Through the use of the Advisory Committee, the Board shall ensure that the development of the GSP includes the meaningful participation of all beneficial uses and users of groundwater in the Basin.

Composition of the Advisory Committee is intended to represent the beneficial uses and users of groundwater identified in SGMA. A Committee member's participation shall not violate the California Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), the provisions of California Government Code section 1090 et seq., or any other applicable law. The Advisory Committee's purpose and membership is described in Exhibit B.

## Article IX: Operations and Management.

### Section 9.01 – Administrator and Plan Manager.

9.01.01 Administrator: The Board may appoint an Administrator, from time-to-time as and when it deems appropriate. If appointed, the Administrator shall serve at the pleasure of the Board of Directors and ~~his/her~~their duties and responsibilities shall be set forth by the Board. The Administrator shall have the authority to hire employees, consistent with the approved budget.

9.01.02 Plan Manager: The Board shall appoint a Plan Manager. The Administrator and Plan Manager may be the same individual. The Plan Manager shall serve at the pleasure of the Board of Directors and ~~his/her~~their duties and responsibilities shall be set forth by the Board.

### Section 9.02 – Legal Counsel and Other Officers.

The Agency may appoint General Legal Counsel who shall serve at the pleasure of the Board. Subject to the limits of the Agency's approved budget, the Board shall also have the power to appoint and contract for the services of other officers, consultants, advisers and independent contractors as it may deem necessary or convenient for the business of the Agency, all of whom shall serve at the pleasure of the Board. The appointed General Legal Counsel and other appointed officers of the Agency may be employees or contractors of one or more of the Members, in accordance with Sections 9.03 and 11.04. Appointment of a General Legal Counsel from among Member employees or contractors shall be subject to all applicable Rules of Professional Responsibility, and notwithstanding anything to the contrary in this Agreement, each of the Members expressly reserve and do not waive their rights to approve or disapprove of potential conflicts of Agency General Legal Counsel.

**Section 9.03 – Employees and Management.**

In addition to, or in lieu of, hiring employees, the Agency may engage one or more Members to ~~manage any or all of the business of~~provide technical and outreach services to the Agency on terms and conditions acceptable to the Board of Directors. Any Member so engaged shall have such responsibilities as are set forth in the contract for such Member's services, which shall be approved by a ~~super~~ majority vote of the Directors representing the non-contracting Member(s). Technical and outreach services include, but are not limited to GSP implementation, monitoring and reporting, studies and information gathering, project and management action implementation, and associated public outreach activities.

The Agency may also engage one or more Members to provide administrative services, the contract for which shall be approved by a supermajority vote of the Directors representing the non-contracting Member(s). Administrative services include, but are not limited to, agency administration, fiscal management, management of Agency contracts, and management of Agency Board and Advisory Committee.

**Section 9.04 – Principal Office.**

At the initial meeting of the Board, the Board shall establish a principal office for the Agency, which shall be located at a place overlying the Basin. The Board may change the principal office from time to time so long as that principal office remains at a location overlying the Basin.

**Section 9.05 – Bylaws.**

The Board shall adopt and maintain Bylaws governing the conduct of meetings and the day-to-day operations of the Agency ~~on or before the first anniversary of the Effective Date of this Agreement~~.

**Section 9.06 – Official Seal and Letterhead.**

The Board may adopt, and/or amend, an official seal and letterhead for the Agency.

**Section 9.07 – Conflict of Interest Code.**

The Board shall adopt and file a Conflict of Interest Code pursuant to the provisions of the Political Reform Act of 1974 ~~within six months of the Effective Date~~. The Board may review and revise the Conflict of Interest Code from time to time as appropriate or when required by law.

## Article X: Financial Provisions

**Section 10.01 – Establishment of Funds.**

The Board shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The Agency shall maintain strict accountability of all funds and report all receipts and disbursements of the Agency on no less than a quarterly basis.

**Section 10.02 – Initial Agency Funding Commitments.**

In order to initially fund the Agency, the Members, as well as the MWC/PUCRs pursuant to the participation agreement, shall each provide the funding commitment amounts listed in the tables below ("Funding Commitment"), with the Funding Commitment to be paid by the identified due dates in the tables below. Such Funding Commitments may be made by payment to the Agency, providing services to the Agency through an agreement with the Agency, or through a combination of both. If any portion of a Member's Funding Commitment is to be provided through a services agreement, such Member shall strive to enter into a services agreement with the Agency by the initial due date. The timeframe for payment of any remainder amounts shall be determined

by the Board of Directors based on the funding and operational needs of the Agency, and shall be due and payable within thirty (30) days of request for funds as issued by the Agency, provided that billing of Members may take into account the larger agency Members' ability and willingness to make payments prior to the smaller agency Members. To the extent the Agency is able to secure other funding sources in the future, and to the extent permitted by law, the Agency shall reimburse any Funding Commitment amount to each Member on a proportionate basis.

Fiscal Year 2017-18:

| | **Total FY 2017-18 Commitment** | **Initial Commitment amount due by July 31, 2017** |
|---|---|---|
| City of Cotati | $ 55,000 | $ 18,000 |
| City of Rohnert Park | $ 55,000 | $ 18,000 |
| City of Santa Rosa | $ 55,000 | $ 18,000 |
| Town of Windsor | $ 55,000 | $ 18,000 |
| Gold Ridge Resource Conservation District | $ 55,000 | $ 18,000 |
| Sonoma Resource Conservation District | $ 20,000 | $ 6,600 |
| County of Sonoma | $ 55,000 | $ 18,000 |
| Sonoma County Water Agency | $ 55,000 | $ 18,000 |
| MWC/PUCR* | $ 55,000 | $ 18,000 |
| **TOTAL** | **$460,000** | **$150,600** |

For Fiscal Year 2018-19, the Members shall each be prepared to make the following Funding Commitment to the Agency based on a projected annual budget amount of $530,000, provided, however, that it is understood and agreed that the actual funding needs of the Agency may vary and will depend on the actual 2018-19 budget as adopted by the Board. In the event the funding needs are greater than those anticipated in the proposed fiscal year 2018-19 budget, any excess Funding Commitment is subject to Board approval pursuant to Section 7.07.

* The Initial Funding Commitment of the MWC/PUCRs shall be due within 30 days of final approval and execution of the MWC/PUCRs participation agreement or by July 31st, whichever date is later.

| | **Total FY 2018-19 Commitment** | **Initial Funding Commitment amount due by July 31, 2018** |
|---|---|---|
| City of Cotati | $ 64,000 | $ 21,000 |
| City of Rohnert Park | $ 64,000 | $ 21,000 |
| City of Santa Rosa | $ 64,000 | $ 21,000 |
| Town of Windsor | $ 64,000 | $ 21,000 |
| Gold Ridge Resource Conservation District | $ 64,000 | $ 21,000 |
| Sonoma Resource Conservation District | $ 20,000 | $ 6,600 |
| County of Sonoma | $ 64,000 | $ 21,000 |
| Sonoma County Water Agency | $ 64,000 | $ 21,000 |
| MWC/PUCR | $ 64,000 | $ 21,000 |
| **TOTAL** | **$532,000** | **$174,600** |

**Section 10.03 – Fiscal Year.**

The Fiscal Year of the Agency shall be July 1 to June 30.

**Section 10.04 – Treasurer and Annual Audit.**

The Sonoma County Auditor-Controller-Treasurer-Tax Collector shall act as the initial Treasurer for the Agency. The Treasurer shall perform all usual and customary duties of their offices for the Agency, including but not limited to receiving all deposits, issuing warrants per direction, and other duties specified in Government Code section 6505.5. The Board may transfer the responsibilities of the Treasurer, by three-fourths supermajority vote of the Board, to any other person or entity as the law may provide at the time (see e.g., Government Code section 6505.5). The Board shall cause an independent annual audit to be made by a certified public accountant, or public accountant, in compliance with Government Code section 6505.

**Section 10.05 – Funds; Property; Bonds.**

The Board may from time to time designate the officers and persons, in addition to those specified in Section 10.04 above, who shall have charge of, handle, or have access to any funds and/or property of the Agency. Pursuant to California Government Code section 6505.1, each such officer and person shall file a bond in an amount designated by the Board.

**Section 10.06 – Budget.**

In all cases, the Board shall adopt a final budget no later than the start of the ensuing Fiscal Year. If, however, the Agency's administrative costs for the ensuing Fiscal Year are proposed to be

directly funded by Member contributions, the Board shall adopt a preliminary budget for the Agency for the ensuing Fiscal Year no later than ninety (90) days before the start of that ensuing fiscal year. The Board may authorize mid-year budget adjustments as needed. ~~The Board shall adopt a budget for the Agency for the ensuing Fiscal Year not later than April 1st of each year. The Board may authorize mid-year budget adjustments, as needed.~~

**Section 10.07 – Payments To The Agency.**

All fees, costs and expenses incurred by the Agency may be funded from: (i) voluntary contributions from third parties, such as grants; (ii) voluntary contributions, advances or loans from the Members or other sources; (iii) bond revenue; (iv) taxes, assessments, fees and/or charges levied by the Agency under the provisions of SGMA or otherwise provided by law; and, (v) subject to the unanimous vote of the Board, assessments on the Members to carry out the activities of the Agency generally applicable to all Members.

## Article XI: Relationship of Agency And Its Members.

**Section 11.01 – Separate Entity.**

In accordance with California Government Code Sections 6506 and 6507, the Agency shall be a public entity separate and apart from the parties to this Agreement.

**Section 11.02 – Liabilities.**

In accordance with California Government Code section 6508.1, the debt, liabilities and obligations of the Agency shall be the debts, liabilities and obligations of the Agency alone and not of its Members. The Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Agency, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented.

**Section 11.03 – Indemnity and Insurance.**

**11.03.01 Indemnity.** Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. To the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member, each Director, and any officers, agents and employees of the Agency from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are attributable in whole or in part, to the conduct, activities, operations, acts, and omissions of the Agency.

**11.03.02 – Agency Insurance and Liability Coverage Requirements.**

The Agency shall be required to obtain insurance, or join a self-insurance program in which one or more of the Members participate, appropriate for its operations. Any and all insurance coverages provided by the Agency, and/or any self-insurance programs joined by the Agency, shall name each and every Member as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Agency in its ordinary course of business. The Agency shall also require all of its contractors and subcontractors to have insurance appropriate for their operations. All amounts coverages and

provisions of the insurance policies identified in this Section 11.03B shall be subject to the approval of Agency Legal Counsel.

**Section 11.04 – Agreements With Member Agencies.**

The Board may approve agreements with one or more Members that agree to undertake activities to benefit the Agency and further its purposes by a majority vote of the Directors representing the non-contracting Members.

**Section 11.05 – Withdrawal of Members.**

Any Member shall the have the ability to withdraw by providing one hundred eighty (180) days written notice of its intention to withdraw. Said notice shall be given to the Board and to each of the other Members.

A Member shall not be fiscally liable for the adopted budget provided that the Member provides written notice one hundred eighty (180) days prior to the adoption of the budget.

Notwithstanding the foregoing, any Member shall have the ability to withdraw by providing not less than ninety (90) days written notice of its intention to withdraw prior to the adoption of the 2018-19 budget. A Member shall not be fiscally liable for the fiscal year 2018-19 Funding Commitment provided that said Member has provided a timely notice of its intent to withdraw to the Board and each of the other Members.

In the event of a withdrawal, this Agreement shall continue in full force and effect among the remaining members as set forth in Section 11.07 below.

**Section 11.06 – Termination of Members.**

Any Member's failure to meet its funding obligations pursuant to Sections 10.02 or 10.07 of this Agreement may be treated as a breach of this Agreement and the Board may vote to terminate such Member. Such termination shall be approved by unanimous consent of all Directors except the Director of the Member proposed to be terminated. In lieu of termination, the Board may in its discretion vote to suspend a Member's voting privileges for failure to meet its funding obligations pursuant to Section 10.02 or 10.07 until the Member has satisfied its funding obligations. Such suspension of voting privileges shall be approved by a supermajority vote, as defined in Section 7.06 above but excepting the Director of the Member proposed to have its voting privileges suspended. In the event a Member's voting privileges are suspended, that Member shall not be counted for purposes of determining a majority or supermajority vote in accordance with Sections 7.05 and 7.06. In the event of termination of a Member, this Agreement shall continue in full force and effect among the remaining members as set forth in Section 11.07 below, and such action by the Board shall not be subject to the requirements of Section 12.02. Before terminating a Member for breach pursuant to this section, the Board must satisfy the meet and confer requirements under Section 12.04. As part of the meet and confer process, the Board and the Member proposed to be terminated may conduct mediation in accordance with Section 12.04.

Any Member's failure to be represented by a Director, ~~or~~ Alternate Director, or Second Alternate Director of the Member for three consecutive meetings (regular or special) of the Board may be considered a breach of this Agreement for which the Board may vote to suspend a Member's voting privileges for one or more meetings of the Board. Such suspension of voting privileges shall be approved by a supermajority vote, as defined in Section 7.06 above but excepting the Director of the Member proposed to have its voting privileges suspended. In the

event a Member's voting privileges are suspended, that

Member shall not be counted as a member of the Board for purposes of determining a majority or supermajority vote in accordance with Sections 7.05 and 7.06.

Suspension of a Member's voting privileges under this section shall not excuse that Member from its obligations under this Agreement, including but not limited to, continuing Funding Commitments to the Agency and attendance at meetings.

**Section 11.07 – Continuing Obligations upon Withdrawal or Termination.**

Except as provided for in Section 11.05, any withdrawal or termination of a Member, shall not relieve the withdrawing or terminating Member of its financial obligations arising under this Agreement prior to the effective date of the withdrawal or termination, including but not limited to financial obligations or guarantees for loans provided by individual Members, if applicable.

The withdrawal or termination of one or more Members shall not terminate this Agreement or result in the dissolution of the Agency. This Agreement shall remain in full force and effect among the remaining members, following the withdrawal or termination of any Member, and the Agency shall remain in operation provided that there are at least two Members remaining in this Agreement, and shall continue to function as the GSA for the Basin.

**Section 11.08 – Dissolution.**

The Agency may be dissolved at any time upon the unanimous vote of the Board. However, the Agency shall not be dissolved until all debts and liabilities of the Agency have been eliminated, or allocated, assigned and assumed by individual Members, or another entity or individual. Upon Dissolution of the Agency, each Member shall receive its proportionate share (in proportion to the contributions made by each Member) of any remaining assets after all Agency liabilities and obligations have been paid in full. The distribution of remaining assets may be made "in kind" or assets may be sold and the proceeds thereof distributed to the Members. This distribution shall occur within a reasonable time after dissolution. No former member which previously withdrew or was terminated shall be entitled to a distribution upon dissolution.

**Section 11.09 – Disposition of Property Upon Termination of Agency or Board Determination of Surplus.**

Upon termination of this Agreement or upon determination by the Board that any surplus money is on hand, such surplus money shall be returned to the then Members of the Agency that contributed such monies in proportion to their contributions or such surplus money may be applied to a Board designated reserve account. The Board shall first offer any surplus properties, works, rights and interests of the Agency for sale to the individual Member and the sale shall be based on highest bid. If no such sale is consummated, the Board shall offer the surplus properties, works, rights and interests of the Agency for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

## Article XII: Miscellaneous Provisions

**Section 12.01 – Agreement Complete.**

The foregoing constitutes the full and complete Agreement of the Members. This

Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

**Section 12.02 – Amendment.**

12.02.01 Minor Amendments. Minor, administrative amendments to this Agreement may be made by supermajority vote pursuant to Section 7.06.

12.02.02. Other Amendments. Amendments to this Agreement related to the following items require unanimous written consent of the Members acting through their governing bodies, and ~~provisions~~ may be amended from time to time by the unanimous consent of the Members, acting through their governing bodies. ~~Such amendments shall be in the form of a writing signed by each Member.~~

- Any change in Powers
- Any change in Board composition, except as already provided for in this Agreement
- Any change in Voting requirements
- Any changes to Liabilities and Indemnification provisions
- Any changes to Termination and Withdrawal provisions
- Elimination of the Advisory Committee
- Any other item expressly requiring unanimous as described elsewhere in this Agreement, including Sections 3.01, 7.07, 11.06, and 11.08

**Section 12.03 – Successors and Assigns.**

The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Agency then in effect.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Members hereto. This section does not prohibit a Member from entering into an independent agreement with another agency regarding the financing of that Member's contributions to the Agency or the disposition of proceeds, which that Member receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Agency or the Members under this Agreement.

**Section 12.04 – Dispute Resolution.**

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, withdrawal from or other issue related to this Agreement, the Members that are party to the dispute (the "Disputing Parties") agree to meet and confer in a good faith attempt to resolve the dispute. On the request of any Disputing Party to meet and confer, the other Disputing Parties agree to provide available dates within 21days of the

meet and confer request. The Disputing Parties may agree to schedule additional meet and confer sessions. If the Disputing Parties are unable to resolve the dispute by meeting and conferring, they shall mediate the dispute. The cost of any such mediation will be borne equally by the

Disputing Parties. If the Disputing Parties cannot agree on a mediator, they may select a mediator by alternately striking names from a list of available mediators from JAMS or a similar mediation service provider. The Disputing Parties will provide all other Members written notice of any scheduled mediation and the issues subject to mediation at least 10business days prior to the mediation. One representative for each Member not party to the dispute and one Agency staff representative may attend any mediation under this section to represent the Members' and the Agency's interests related to the mediation. The cost of such representatives' attendance shall be borne by the Members and the Agency so represented. The mediator may, in the mediator's sole discretion limit the participation of representatives of Members not party to the dispute and/or any Agency representative in the interest of successfully mediating the dispute.

No settlement of a dispute subject to this section will bind the Agency or any Members not party to the dispute except to the extent the settlement is approved by the Agency Board by unanimous vote of the Directors of the non-disputing Members.

**Section 12.05 – Execution In Parts Or Counterparts.**

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile or electronic signatures shall be binding.

**Section 12.06 – Member Authorization.**

The governing bodies of the Members have each authorized execution of this Agreement, as evidenced by their respective signatures below.

**Section 12.07 – No Predetermination or Irretrievable Commitment of Resources.**

Nothing herein shall constitute a determination by the Agency or any Member that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, have been completed.

**Section 12.08 – 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 set forth for each of the Members hereto on Exhibit "A" of this Agreement, or to such other changed addresses communicated to the Agency and the Members in writing.

**Section 12.09 – Severability And Validity Of Agreement.**

Should the participation of any Member to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that Member's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each Member hereby agrees it would have entered

into this Agreement upon the same remaining terms as provided herein.

**Section 12.10 – Singular Includes Plural.**

Whenever used in this Agreement, the singular form of any term includes the plural form and the plural form includes the singular form.

**IN WITNESS WHEREOF**, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective Board of Directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

## SIGNATURE LINES

**CITY OF SANTA ROSA**

By: _____

Name: _____

Title: _____

Date: _____

**SONOMA COUNTY WATER AGENCY**

By: _____

Name: _____

Title: _____

Date: _____

**COUNTY OF SONOMA**

By: _____

Name: _____

Title: _____

Date: _____

**CITY OF ROHNERT PARK**

By: _____

Name: _____

Title: _____

Date: _____

**TOWN OF WINDSOR**

By: _____

Name: _____

Title:_____

Date: _____

**SONOMA RESOURCE CONSERVATION DISTRICT**

By: _____

Name: _____

Title:_____

Date: _____

**CITY OF SEBASTOPOL**

By: _____

Name: _____

Title: _____

Date: _____

**CITY OF COTATI**

By: _____

Name: _____

Title:_____

Date: _____

**GOLD RIDGE RESOURCE CONSERVATION DISTRICT**

By: _____

Name: _____

Title:_____

Date: _____

# EXHIBIT A

MEMBERS

**City of Cotati**

**City of Rohnert Park**

**City of Santa Rosa**

**City of Sebastopol***

**Town of Windsor**

**Sonoma Resource Conservation District**

**Gold Ridge Resource Conservation District**

**Sonoma County Water Agency**

**County of Sonoma**

* Member added on August 8, 2019 pursuant to Section 5.03 of JPA.

# EXHIBIT B

## Advisory Committee to the Agency Board

The purpose of the Advisory Committee is to provide input and recommendations to the Agency Board on groundwater sustainability plan development and implementation and GSA policies. The intent of the committee is to provide community perspective and participation in the GSA.

The Advisory Committee will review and/or provide recommendations to the Agency Board on groundwater-related issues that may include:

- Development, adoption or amendment of the GSP
- Sustainability goals and objectives
- Best management practices
- Monitoring programs
- Annual work plans and reports (including mandatory 5-year milestone reports)
- Modeling scenarios
- Inter-basin coordination activities
- Projects and management actions to achieve sustainability
- Community outreach
- Local regulations to implement SGMA
- Fee proposals
- General advisory

The Advisory Committee will not be involved in the Agency budget or day-to-day operations, such as personnel staffing or contracting.

**Membership**

Composition of the Advisory Committee is intended to represent the beneficial uses and users of groundwater identified in the Sustainable Groundwater Management Act. Committee members may not serve concurrently on the Agency Board. Members must live or work within the Santa Rosa Plain Groundwater Basin or represent an organization with a presence in Santa Rosa Plain Groundwater Basin identified by the Department of Water Resources current Bulletin 118. Committee membership is based on the interest group and M~~m~~ember ~~agency~~ designations described below. Notwithstanding the foregoing, the Board may choose to appoint one of the interest-based members of the Advisory Committee from outside the Bulletin 118 Basin, provided such member resides, works or represents an organization with a presence in the watershed which contributes to the Basin.

Each Member of the Agency, as well as the MWC/PUCRs, will appoint a representative from staff or the community to the Advisory Committee, for a total of ten members:

1. City of Santa Rosa
2. Town of Windsor
3. City of Rohnert Park
4. City of Cotati

5. City of Sebastopol
6. Sonoma County
7. Sonoma County Water Agency
8. Sonoma Resource Conservation District
9. Gold Ridge Resource Conservation District
10. Mutual Water Companies/ PUC-Regulated

The following GSA eligible entities have elected not to participate on the Agency Board but shall hold a seat on the Advisory Committee. These entities, not the Agency Board, will appoint their representatives:

11. Graton Rancheria

The Agency Board will appoint 7 interest-based members:

12. Environmental representative
13. Environmental representative
14. Rural residential well owner
15. Rural residential well owner
16. Business community representative
17. Agricultural interest (surface water or Groundwater user)
18. Agricultural interest (surface water or Groundwater user)

**Member Appointment**

The Agency Board will appoint members to fill the interest-based seats. Interested individuals from the community or local organizations may apply to the Agency Board, designating in the application, the seat that the applicant would intend to fill.

The Agency Board encourages entities and individuals within each interest group to work together to recommend a single candidate to fill that interest's seat. The Agency Board will give strong consideration to appointing candidates that have the backing of multiple organizations or individuals within that interest group.

The Agency Board encourages candidates with experience and familiarity with groundwater and its management. The Agency Board will also give preference to applicants with experience working with diverse community-based groups.

For one of the rural residential well representatives, the Agency Board will give preference to appointees that can represent the interests of disadvantaged populations or interests that are otherwise under-represented on the Advisory Committee.

For agricultural representatives, preference will be given for diversity between surface and groundwater reliance for agricultural operations.

**Application Timeline**

The Agency Board will establish a timeline and process for appointment of the initial Advisory Committee following Agency formation. In subsequent years, applicants will submit an application and statement of interest for vacant seats to the Agency Board by October 1 of the year prior to the beginning of the term for that seat. The GSA will post applications on its web site. At-large appointments from Members will be due to the Agency Board by November 1. The GSA governing board will appoint interest-based

committee members at its final meeting of each calendar year as necessary. Terms will commence in January of the subsequent year.

**Advisory Committee Member Terms**

The initial Advisory Committee appointments will include seats with three-year terms (interest-based categories) and two-year terms (eligible entity appointees). Following initial committee appointment, all member terms will be two years. Advisory Committee Members are not term-limited; however, interest-based members must apply for each term. If a vacancy occurs for an interest-based seat before the end of the term, the Agency Board will appoint a new member to complete the term. Vacancies for any of the eligible entity appointees shall be filled by their respective agency.

The Agency Board can remove an interest-based committee member if the member is not performing responsibilities. The Agency Board will appoint alternates if the Board deems alternate committee members necessary. If appointing alternates, the Agency Board will request that the Member ~~agency~~ also provide alternates for eligible entity appointments.

**Decision Making and Governing Board Consideration**

To inform Agency Board decision-making, the Advisory Committee will provide written recommendations in reports. The recommendations reports will identify areas of agreement and disagreement. The committee will strive for consensus when possible, but reaching consensus is not necessary. Consensus means that everyone can at least "live with it." When unable to reach consensus on recommendations, the committee will outline the areas in which it does not agree, providing some explanation to inform Agency Board decision-making.

The committee may request that one or more committee members present its recommendations to the Agency Board, including areas of agreement and disagreement, consistent with committee deliberations.

Pursuant to Agency Board direction, Agency staff will develop the annual work plan and schedule for committee meetings. The Advisory Committee will adopt a charter and will appoint a Chair and Vice-Chair.

The Agency Board will consider Advisory Committee recommendations when making decisions. If the Agency Board does not agree with the recommendations of the Advisory Committee, the Agency Board shall state the reasons for its decision.

**Public Process**

All Advisory Committee meetings are subject to the Brown Act and will be open to the public. The GSA will announce committee meetings on its website and through its regular communication channels.

**EXHIBIT B**

Proposed Amended and Restated Joint Powers Agreement
*Clean Version*

# AMENDED AND

# RESTATED

# JOINT EXERCISE OF

# POWERS AGREEMENT

of the

# SANTA ROSA PLAIN

# GROUNDWATER

# SUSTAINABILITY AGENCY

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# Amended and Restated

# SANTA ROSA PLAIN GROUNDWATER SUSTAINABILITY AGENCY JOINT EXERCISE OF POWERS AGREEMENT

**This JOINT EXERCISE OF POWERS AGREEMENT** ("**Agreement**") forming the Santa Rosa Plain Groundwater Sustainability Agency ("**Agency**") is made and entered into as of December 31, 2026 ("**Effective Date**"), by and among the public agencies listed on the attached Exhibit "A" (collectively "**Members**" and individually "**Member**") for the purpose of forming a Groundwater Sustainability Agency ("**GSA**") and achieving groundwater sustainability in the Santa Rosa Plain Groundwater Basin.

## RECITALS

**WHEREAS**, the comprehensive groundwater legislation collectively enacted and referred to as the "Sustainable Groundwater Management Act" at California Water Code Section 10720 *et. seq*. ("**SGMA**") initially became effective on January 1, 2015.

**WHEREAS**, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater.

**WHEREAS**, SGMA requires the designation of Groundwater Sustainability Agencies ("**GSAs**") for the purpose of achieving groundwater sustainability through the adoption and implementation of Groundwater Sustainability Plans ("**GSPs**") or an alternative plan for all medium and high priority basins as designated by the California Department of Water Resources.

**WHEREAS**, each Member is a local agency, as defined by SGMA, within the Santa Rosa Plain Groundwater Subbasin ("**Basin**") which is designated basin number 1-55.01 in Department of Water Resources Bulletin No. 118 and which is designated as a medium priority basin.

**WHEREAS**, pursuant to Section 10723 of the California Water Code, SGMA authorizes a water corporation regulated by the Public Utilities Commission ("**PUC**") or a mutual water company to participate in a GSA through agreement.

**WHEREAS**, certain PUC-regulated ("**PUCR**") and mutual water companies ("**MWC**") within the Basin have entered into a Memorandum of Understanding for the purpose of selecting a common representative to serve as a member of the GSA Board ("**MWC/PUCR MOU**").

**WHEREAS**, SGMA requires that the Basin have a designated GSA by no later than June 30, 2017 and an adopted GSP by no later than January 31, 2022.

**WHEREAS**, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement.

**WHEREAS**, the Members are authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code) ("**Act**") to create the Agency for the purpose of jointly exercising those powers granted by the Act and any additional powers which are common among them.

**WHEREAS**, the Members, individually and collectively, have the goal of cost effective sustainable groundwater management that considers the interests and concerns of all beneficial uses and users of groundwater.

**WHEREAS**, in order to promote efficiency and sharing of resources, the Members, individually and collectively, encourage coordination between GSAs in Sonoma County.

**WHEREAS**, the Members hereby enter into this Agreement to establish this Joint Powers Authority to form a GSA and undertake the management of groundwater resources pursuant to SGMA.

**WHEREAS**, on May 25, 2017, and pursuant to the aforementioned recitals, the Members entered into a Joint Power Agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code) ("**Act**"), thereby forming the Agency, and under which the Agency has since been operating.

**WHEREAS**, the Members have now unanimously determined, pursuant to those same recitals, that 2017 Joint Powers Agreement should be amended so that this Amended and Restated Joint Powers Agreement accurately reflects the Agency's governance and administrative structure, thereby becoming, as of the Effective Date, the Joint Powers Agreement that shall govern the GSA.

## AGREEMENT TERMS

**NOW THEREFORE**, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Members hereby agree as follows:

## Article I: Definitions

### Section 1.01 – Definitions.

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

(a) "Act" shall mean the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the California Government Code, sections 6500, *et seq.*, including any amendments thereto.

(b) "Administrator" shall mean the person or entity appointed by the Board pursuant to Section 9.01.01 to manage the operation of the Agency.

(c) "Agency" shall mean the Santa Rosa Plain Groundwater Sustainability Agency, which is a separate entity created by this Agreement pursuant to the provisions of California Government Code sections 6500 *et seq.*

(d) "Agreement" means this Santa Rosa Plain Groundwater Sustainability Agency Joint Exercise of Powers Agreement.

(e) "Basin" shall mean the Santa Rosa Plain Groundwater Subbasin which is designated basin number 1-55.01 in Department of Water Resources' Bulletin No. 118 and as its boundaries may be modified from time to time through the procedures described in California Water Code section 10722.2 or by the Department of Water Resources under its separate authority.

(f) "Board of Directors" or "Board" shall mean the governing body of the Agency as established by Section 6.01 of this Agreement.

(g) "Bylaws" shall mean the bylaws adopted by the Board of Directors pursuant to Section 9.05 of this Agreement to govern the day-to-day operations of the Agency.

(h) "Director" shall mean each person appointed by each Member pursuant to Section 6.02 to exercise the rights and duties of a Director as defined by this Agreement, which shall include a "Primary Director," "Alternate Director," and "Second Alternate Director," as appropriate.

(i) "Ex Officio Member" shall mean an entity invited to participate in the Agency pursuant to Section 5.02 of this Agreement.

(j) "Fiscal Year" shall mean July 1st through June 30th pursuant to Section 10.03 of this Agreement.

(k) "Groundwater Sustainability Agency" or "GSA" shall have the meaning set forth in California Water Code section 10721(j).

(l) "Groundwater Sustainability Plan" or "GSP" shall have the meaning set forth in California Water Code section 10721(k).

(m) "Local Agency" or "Local Agencies" shall have the meaning set forth in California Water Code Section 10721(n).

(n) "Member" or "Members" shall mean the local agencies listed in the attached Exhibit "A" that have executed this Agreement, including any new Members that may subsequently join this Agency with the authorization of the Board, pursuant to Section 5.02 of this Agreement.

(o) "MWC/PUCR Director" shall mean the person selected to represent the Basin area mutual water companies and PUC regulated utilities on the GSA Board pursuant to the MWC/PUCR MOU.

(p) "Plan Manager" shall mean the person appointed by the Board to oversee the preparation and implementation of the GSP and who has been delegated management authority for submitting the GSP, GSP amendments, annual reports, and five-year assessments and serving as the point of contact between the Agency and the Department of Water Resources. The Plan Manager shall be a professional engineer, professional geologist or certified hydrogeologist, or someone who has demonstrated experience and knowledge in the foregoing areas as determined by the Board.

(a) "Sustainable Groundwater Management Act" or "SGMA" shall mean the comprehensive groundwater legislation collectively enacted and referred to as the "Sustainable Groundwater Management Act" ("**SGMA**") as codified in California Water Code Sections 10720 *et seq.* and as may be amended in the future.

## Article II: Agency Cration

### Section 2.01 – Purpose of the Agency.

There is hereby created a joint powers agency known as the Santa Rosa Plain Groundwater Sustainability Agency ("**Agency**"). The Agency shall be, to the extent provided by law, a public entity separate from the Members of this Agreement.

### Section 2.02 – Purpose of the Agency.

The purpose of this Agreement, and the creation of the Agency, is to provide for the joint exercise of powers common to the Members, to specifically include powers granted by SGMA, for the purpose of cooperatively carrying out the requirements of SGMA, including, but not limited to, serving as the GSA for the Basin.

## Article III: Term

### Section 3.01 – Term.

This Agreement shall become operative on the Effective Date, provided that at least two of the Members listed in Exhibit A have executed this Agreement by said date.

This Agreement shall remain in effect until terminated by the unanimous written consent of all then active Members or until there are less than two Members remaining in the Agency; provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the Agency that was previously approved by the Board.

## Article IV: Powers

### Section 4.01 – Powers.

The Agency shall possess the ability to exercise those powers specifically granted by the Act and SGMA. Additionally, the Agency shall possess the ability to exercise the common powers of its Members related to the purposes of the Agency, including, but not limited to, the following:

4.01.01 To designate itself the GSA for the Basin pursuant to SGMA.

4.01.02 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency and the adoption and implementation of the GSP.

4.01.03 To develop, adopt and implement a GSP for the Basin pursuant to SGMA.

4.01.04 To adopt ordinances within the Basin consistent with the purpose of the Agency as necessary to implement the GSP and otherwise meet the requirements of SGMA.

4.01.05 To employ agents and employees.

4.01.06 To obtain legal, financial, accounting, technical, engineering, and other services needed to carry out the purposes of this Agreement.

4.01.07 To conduct studies, collect and monitor all data related and beneficial to the development, adoption and implementation of the GSP for the Basin.

4.01.08 To perform periodic reviews of the GSP including submittal of annual reports.

4.01.09 To require the registration and monitoring of wells within the Basin.

4.01.10 To issue revenue bonds or other appropriate public or private debt and incur debts, liabilities or obligations.

4.01.11 To exercise the powers permitted under Government Code section 6504 or any successor statute.

4.01.12 To levy taxes, assessments, charges and fees as provided in SGMA or otherwise provided by law.

4.01.13 To regulate and monitor groundwater extractions within the Basin as permitted by SGMA, provided that this Agreement does not extend to a Member's

operation of its system to distribute water once extracted or otherwise obtained, unless and to the extent required by other laws now in existence or as may otherwise be adopted.

4.01.14 To establish and administer projects and programs for the benefit of the Basin.

4.01.15 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, special districts, groundwater sustainability agencies, public and private corporations of any kind (including without limitation, PUC regulated utilities and mutual water companies), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.

4.01.16 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the Agency and to invest funds pursuant to California Government Code section 6509.5 or other applicable State Law.

4.01.17 To apply for and accept grants, contributions, donations and loans under any federal, state or local programs for assistance in developing or implementing any of its projects or programs for the purposes of the Agency.

4.01.18 To acquire by negotiation, lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and without the respective boundaries of the Members necessary to accomplish the purposes described herein.

4.01.19 To sue or be sued in its own name.

4.01.20 Any additional powers conferred under SGMA or the Act or under applicable law, insofar as such powers are needed to accomplish the purposes of SGMA, including all powers granted to the Agency under Article 4 of the Act which are in addition to the common powers of the Members, including the power to issue bonds or otherwise incur debts, liabilities or obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues of the rights thereto as security for such bonds and other indebtedness.

4.01.21 Any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Members to this Agreement and to perform all other acts necessary or proper to fully carry out the purposes of this Agreement.

**Section 4.02 – Exercise of Powers.**

In accordance with California Government Code section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the County of Sonoma.

**Section 4.03– Water Rights and Consideration of all Beneficial Uses and Users of Groundwater in the Basin.**

As set forth in California Water Code section 10723.2, and any future amendments to SGMA, the GSA shall consider the interests of all beneficial uses and users of groundwater in the Basin, as well as those responsible for implementing the GSP. Additionally, as set forth in California Water Code section 10720.5(a), and any future amendments to SGMA, any GSP adopted pursuant to this Agreement shall be consistent with Section 2 of Article X of the California Constitution and nothing in this Agreement modifies the rights or priorities to use or store groundwater consistent with Section 2 of Article X of the California Constitution, with the exception that no extraction of groundwater between January 1, 2015 and the date the GSP is adopted may be used as evidence of, or to establish or defend against, any claim of prescription. Likewise, as set forth in California Water Code section 10720.5(b), and any future amendments to SGMA, nothing in this Agreement or any GSP adopted pursuant to this Agreement determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights.

**Section 4.04 – Preservation of Powers.**

Nothing set forth in this Agreement is intended to abrogate the powers of any Member, independent of the Agency, including but not limited to police power, as applicable. The adopted GSP shall not authorize any water supply augmentation to the Basin with groundwater extracted from another groundwater basin within the jurisdiction of a Member without the express consent of that Member.

**Section 4.05 – Coordination between Basins.**

In order to maintain consistency and the efficient use of resources, to the extent feasible, the Agency shall endeavor to coordinate between and among the other Sonoma County GSAs for administration, matters involving public communication and outreach, and for developing frameworks to support groundwater management, which may include agreement to certain areas of coordination, provided that the Agency retain its own authority and that such recommendations are ratified by the Board. The Agency may clarify and acknowledge coordination among the other GSAs through a document or agreement if deemed appropriate.

**Section 4.06 – Agreement with MWC/ PUCRs.**

The Agency will enter into a single participation agreement with the Basin area mutual water companies and PUC-regulated entities located within the Basin who are parties to the MWC/PUCR MOU to allow participation in the GSA as authorized by SGMA. Such participation agreement shall allow the selection of one representative, as well as an alternate, pursuant to the MWC/PUCR MOU to serve as the MWC/PUCR Director and Alternate Director on the GSA Board. The participation agreement with the MWC/PUCRs shall contain the same provisions regarding termination, suspension of voting rights, and continuing obligations upon withdrawal or termination as those that pertain to the Members pursuant to Sections 11.06 and 11.07.

**Section 4.07 – Public Meeting for Periodic Review of Agreement.**

To ensure that the Agency's governance structure addresses the interests and concerns of those affected by its activities, the Board shall conduct a public meeting at the following milestones to review the terms and conditions of this Agreement and discuss whether any amendments to this Agreement are necessary or advisable:

- Upon completion of an initial fee study
- Within three years of submittal of the GSP to DWR
- At least once every ten years after adoption of the GSP

At such public meeting the Administrator and Agency Counsel shall make a report to the Board recommending any amendments to the Agreement, and if directed by the Board shall draft proposed amendments to this Agreement for consideration by the governing boards of each Member. This section shall not preclude the Members from making amendments of this Agreement at other times as deemed necessary or appropriate by the Members, in accordance with Section 12.02 of this Agreement.

## Article V: Membership

**Section 5.01 – Menbers.**

The Members of the Agency shall be the local agencies listed on the attached Exhibit "A", so long as their Membership has not been withdrawn or terminated pursuant to the provisions of Article XI of this Agreement.

**Section 5.02 – Ex Officio Members.**

An entity that is pursuing formation of a local public agency that is qualified to join the Agency under the provisions of SGMA and the Act, may submit to the Agency documentation of its formation process. Such documentation shall include:

5.02.01 For an entity going through Sonoma County Local Agency Formation Commission ("**Sonoma LAFCO**"):

- All documentation submitted to the Sonoma LAFCO, including:
  - Complete Application/Petition Packet
  - Plan for Services, which shall include its five-year plan, budget and funding information, and staffing plan, and which shall demonstrate that the entity will meet the SGMA definition of local public agency and provide an analysis of how the entity will support SGMA implementation
  - Map, showing boundaries and parcels
- Documentation of Sonoma LAFCO's approval or conditional approval of entity's application/petition

Upon receipt of the above documentation, the entity will be invited to join the Board as an Ex Officio Member, with no voting rights. Such Ex Officio participation will cease upon any of the following:

- If LAFCO granted conditional approval, failure to meet any of the required conditions
- Failure to conduct the required elections for formation within timeframe required by LAFCO
- Failure of required elections for formation to pass
- Failure to complete formation process within three years of becoming Ex Officio Member

5.02.02 For an entity going through a special legislative process outside Sonoma LAFCO:

- Final text of the enacted and enrolled bill which shall demonstrate that the entity will meet the SGMA definition of local public agency and include provisions regarding how the entity will support SGMA implementation
- Documentation that the bill has been chaptered by the Secretary of State

Upon receipt of the above documentation, the entity will be invited to join the Board as an Ex Officio Member, with no voting rights. Such Ex Officio participation will cease upon any of the following:

- Failure to conduct required elections, if any, for formation within the timeframe specified by the legislation, if any. If no timeframe is specified, within one year of the effective date of the legislation.
- Failure of required elections, if any, for formation to pass.
- Failure to satisfy other requirements, if any, specified in the legislation for formation within the timeframe specified by the legislation, if any. If no timeframe is specified, within one year of the effective date of the legislation.

**Section 5.03 – New Members.**

Upon submittal of an application for membership, new Members shall be admitted to the Agency so long as: 1) the new Member is located or has jurisdictional boundaries within the Basin; 2) the new Member is a local public agency or another entity authorized by SGMA that is qualified to join the Agency under the provisions of SGMA and the Act; and 3) the new Member agrees to the terms of this Agreement, including applicable financial obligations, which may be determined based at no more than an equal share of the unreimbursed Funding Commitments of the other Members pursuant to Section 10.02 or as established pursuant to Section 10.07.

Once an application is accepted by the Board of Directors, this Agreement is executed by an authorized representative of the new Member, and the new Member satisfies any applicable financial obligation of the new Member, the attached Exhibit "A" shall be amended to reflect the

new Member, and such action by the Board shall not be subject to the requirements of Section 12.02.

## Article VI: Directors and Officers

### Section 6.01 – Board of Directors.

The Agency shall be governed and administered by a Board of Directors ("**Board**") which is hereby established and which shall be composed of one voting seat per Member and one voting seat for the MWC/PUCR MOU Representative. The governing board shall be known as the "Board of Directors of the Santa Rosa Plain Groundwater Sustainability Agency." All voting power shall reside in the Board.

### Section 6.02 – Directors and Alternates.

Directors and Alternate Directors shall be appointed as follows:

6.02.01 Members: Each Member shall appoint one Primary Director and one Alternate Director to the Board. The Alternate Director shall serve and assume the rights and duties of the Primary Director when the Primary Director is absent or recused from a Board meeting. The Primary Director and Alternate Director shall, at all times, be an elected or appointed official of their respective Member.

If necessary, each Member may have the option to also appoint one Second Alternate Director who shall serve and assume the rights and duties of the Primary Director in the absence or recusal of both that Member's Primary Director and Alternate Director. The appointed Second Alternate Director must be appointed by an official action of their respective Member. The appointed Second Alternate Director shall not include independent contractors, consultants, temporary staff, or third parties. The Second Alternate Director shall be limited to attending no more than two (2) of the Agency's meetings during any calendar year.

Each appointed Primary, Alternate, and Second Alternate Director who assumes the rights and duties of the Primary Director shall, at all times, be subject to the Agency's Conflict of Interest Codes and applicable state law, including, but not limited to, Government Code § 1090, the Political Reform Act, and the Brown Act. Each appointed Primary, Alternate, and Second Alternate Director shall serve at the pleasure of the Member appointing them, and they may be removed at any time, with or without cause, in the sole discretion of their respective Member. Each Primary, Alternate, and Second Alternate Director shall hold office until their successor is selected by their Member and the Agency has been notified of the succession.

In the event that the Primary or Alternate Director ceases to be an elected or appointed official of their Member's governing body, that Primary or Alternate Director position shall become vacant and the respective Member Agency shall appoint a new Primary or Alternate Director.

6.02.02 MWC/PUCR: The MWC/PUCR MOU Director, and an Alternate Director, shall be selected in accordance with the MWC/IOU MOU and any applicable provisions of the participation agreement.

6.02.03 Ex Officio Member: For any Ex Officio Member established pursuant to Section 5.02, the Ex Officio Member shall appoint one representative who shall reside within the proposed geographic boundaries of the Ex Officio Member. The Ex Officio Member may participate in Board discussions but shall have no voting rights.

**Section 6.03– Officers of the Board.**

Officers of the Agency's Board shall consist of a Chairperson and Vice-Chairperson. The Chairperson shall preside at all meetings of the Board, while the Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson. The Chairperson and Vice-Chairperson shall exercise and perform such other powers and duties as may be assigned by the Board.

**Section 6.04 – Appointment of Officers of the Board.**

The Board shall elect the Officers of the Board from the Primary Directors every other calendar year. Officers of the Board shall hold office for a term of two years commencing on July 1 of every other calendar year and they may serve for multiple consecutive terms. Officers of the Board may be removed and replaced at any time, with or without cause by a Board vote. In the event that an Officer of the Board loses their position as a Primary Director, that Officer of the Board position shall become vacant and the Board shall elect a new Officer from existing Primary Directors to serve the remaining Officer term.

## Article VII: Board Meetings and Actions.

**Section 7.01 – Initial Meeting.**

The initial meeting of the Board, which shall be held for purpose of meeting the requirements of California Water Code Section 10723, including decision of the Agency to serve as the GSA for the Basin, shall be held at a location overlying the Basin on or before June 20, 2017.

**Section 7.02 – Regular Meeting Schedule.**

The Board shall establish by resolution, bylaws, or other procedure a regular meeting time and place at the initial meeting of the Board. The Board may vote to change the regular meeting time and place provided that the new location remains at a place overlying the Basin.

**Section 7.03 – Conduct of Board Meetings.**

Meetings of the Board of Directors shall be noticed, held, and conducted in accordance with the provisions of The Brown Act (California Government Code sections 54950, *et seq.*).

**Section 7.04 – Quorum.**

A quorum of the Board shall consist of a majority of the Directors.

**Section 7.05 – Voting.**

Each Director shall have one vote. A majority vote of the Directors is needed for the adoption of any action, except those which require a supermajority three-fourths vote or a unanimous vote.

**Section 7.06 – Supermajority Voting Requirement.**

A supermajority vote is three-fourths of the Directors. Items that require a supermajority vote to pass consist of the following, which, except for those items described in Section 12.02.02, may be amended from time to time by the Board by a supermajority vote, or as may otherwise be required by this Agreement (See Sections 9.03, 11.06 and 12.02.01) or by law:

- Bylaws adoption, modification or alteration
- GSP adoption, modification or alteration
- Removal of Advisory Committee members
- Modifications to the composition of the Advisory Committee as set forth in Section 6.3(b) of the Bylaws, including changes to the total number of Advisory Committee members, Member appointees, and interest-based appointees, including changes to the categories of interest-based appointees.
- Adoption of assessments, charges and fees
- Adoption of regulations and ordinances
- Adoption or modification of annual budget, including capital projects
- Property acquisition (excepting rights of way)
- Contracting with a Member for administrative services, subject to the provisions of Section 9.03
- Appointment of Fiscal Agent and Treasurer, subject to the provisions of Section 9.03 and/or Section 10.04, Administrator, Plan Manager or General Legal Counsel
- Minor, administrative amendments to this Agreement not subject to Section 12.02.02

**Section 7.07 – Unanimous Voting Requirement.**

Items that require a unanimous vote of the Board to pass consist of the following, which may be amended from time to time by the Board by a unanimous vote, or as otherwise required by law:

- Financial Commitments of the Members, whether through the budget approval process or otherwise

## Article VIII: Board Committees

**Section 8.01 – Committees of the Board.**

The Board of Directors may from time to time establish one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objects of the Authority. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them.

**Section 8.02 – Advisory Committee.**

The Board shall establish an Advisory Committee. Meetings of the Advisory Committee shall be noticed, held, and conducted in accordance with the provisions of The Brown Act (California Government Code sections 54950, *et seq*.). Through the use of the Advisory Committee, the Board shall ensure that the development of the GSP includes the meaningful participation of all beneficial uses and users of groundwater in the Basin.

Composition of the Advisory Committee is intended to represent the beneficial uses and users of groundwater identified in SGMA. A Committee member's participation shall not violate the California Political Reform Act of 1974 (Gov. Code, § 81000 *et seq.*), the provisions of California Government Code section 1090 *et seq.*, or any other applicable law. The Advisory Committee's purpose and membership is described in Exhibit B.

## Article IX: Operations and Management.

**Section 9.01 – Administrator and Plan Manager.**

9.01.01 Administrator: The Board may appoint an Administrator, from time-to-time as and when it deems appropriate. If appointed, the Administrator shall serve at the pleasure of the Board of Directors and their duties and responsibilities shall be set forth by the Board. The Administrator shall have the authority to hire employees, consistent with the approved budget.

9.01.02 Plan Manager: The Board shall appoint a Plan Manager. The Administrator and Plan Manager may be the same individual. The Plan Manager shall serve at the pleasure

of the Board of Directors and their duties and responsibilities shall be set forth by the Board.

**Section 9.02 – Legal Counsel and Other Officers.**

The Agency may appoint General Legal Counsel who shall serve at the pleasure of the Board. Subject to the limits of the Agency's approved budget, the Board shall also have the power to appoint and contract for the services of other officers, consultants, advisers and independent contractors as it may deem necessary or convenient for the business of the Agency, all of whom shall serve at the pleasure of the Board. The appointed General Legal Counsel and other appointed officers of the Agency may be employees or contractors of one or more of the Members, in accordance with Sections 9.03 and 11.04. Appointment of a General Legal Counsel from among Member employees or contractors shall be subject to all applicable Rules of Professional Responsibility, and notwithstanding anything to the contrary in this Agreement, each of the Members expressly reserve and do not waive their rights to approve or disapprove of potential conflicts of Agency General Legal Counsel.

**Section 9.03 – Employees and Management.**

In addition to, or in lieu of, hiring employees, the Agency may engage one or more Members to provide technical and outreach services to the Agency on terms and conditions acceptable to the Board of Directors. Any Member so engaged shall have such responsibilities as are set forth in the contract for such Member's services, which shall be approved by a majority vote of the Directors representing the non-contracting Member(s). Technical and outreach services include, but are not limited to GSP implementation, monitoring and reporting, studies and information gathering, project and management action implementation, and associated public outreach activities.

The Agency may also engage one or more Members to provide administrative services, the contract for which shall be approved by a supermajority vote of the Directors representing the non-contracting Member(s). Administrative services include, but are not limited to, agency administration, fiscal management, management of Agency contracts, and management of Agency Board and Advisory Committee.

**Section 9.04 – Principal Office.**

At the initial meeting of the Board, the Board shall establish a principal office for the Agency, which shall be located at a place overlying the Basin. The Board may change the principal office from time to time so long as that principal office remains at a location overlying the Basin.

**Section 9.05 – Bylaws.**

The Board shall adopt and maintain Bylaws governing the conduct of meetings and the day-to-day operations of the Agency.

**Section 9.06 – Official Seal and Letterhead.**

The Board may adopt, and/or amend, an official seal and letterhead for the Agency.

**Section 9.07 – Conflict of Interest Code.**

The Board shall adopt and file a Conflict of Interest Code pursuant to the provisions of the Political Reform Act of 1974. The Board may review and revise the Conflict of Interest Code from time to time as appropriate or when required by law.

## Article X: Financial Provisions

**Section 10.01 – Establishment of Funds.**

The Board shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The Agency shall maintain strict accountability of all funds and report all receipts and disbursements of the Agency on no less than a quarterly basis.

**Section 10.02 – Initial Agency Funding Commitments.**

In order to initially fund the Agency, the Members, as well as the MWC/PUCRs pursuant to the participation agreement, shall each provide the funding commitment amounts listed in the tables below ("**Funding Commitment**"), with the Funding Commitment to be paid by the identified due dates in the tables below. Such Funding Commitments may be made by payment to the Agency, providing services to the Agency through an agreement with the Agency, or through a combination of both. If any portion of a Member's Funding Commitment is to be provided through a services agreement, such Member shall strive to enter into a services agreement with the Agency by the initial due date. The timeframe for payment of any remainder amounts shall be determined by the Board of Directors based on the funding and operational needs of the Agency, and shall be due and payable within thirty (30) days of request for funds as issued by the Agency, provided that billing of Members may take into account the larger agency Members' ability and willingness to make payments prior to the smaller agency Members. To the extent the Agency is able to secure other funding sources in the future, and to the extent permitted by law, the Agency shall reimburse any Funding Commitment amount to each Member on a proportionate basis.

Fiscal Year 2017-18:

| | **Total FY 2017-18 Commitment** | **Initial Commitment amount due by July 31, 2017** |
|---|---|---|
| City of Cotati | $ 55,000 | $ 18,000 |
| City of Rohnert Park | $ 55,000 | $ 18,000 |
| City of Santa Rosa | $ 55,000 | $ 18,000 |
| Town of Windsor | $ 55,000 | $ 18,000 |
| Gold Ridge Resource Conservation District | $ 55,000 | $ 18,000 |
| Sonoma Resource Conservation District | $ 20,000 | $ 6,600 |
| County of Sonoma | $ 55,000 | $ 18,000 |
| Sonoma County Water Agency | $ 55,000 | $ 18,000 |
| MWC/PUCR* | $ 55,000 | $ 18,000 |
| **TOTAL** | **$460,000** | **$150,600** |

For Fiscal Year 2018-19, the Members shall each be prepared to make the following Funding Commitment to the Agency based on a projected annual budget amount of $530,000, provided, however, that it is understood and agreed that the actual funding needs of the Agency may vary and will depend on the actual 2018-19 budget as adopted by the Board. In the event the funding needs are greater than those anticipated in the proposed fiscal year 2018-19 budget, any excess Funding Commitment is subject to Board approval pursuant to Section 7.07.

* The Initial Funding Commitment of the MWC/PUCRs shall be due within 30 days of final approval and execution of the MWC/PUCRs participation agreement or by July 31st, whichever date is later.

| | **Total FY 2018-19 Commitment** | **Initial Funding Commitment amount due by July 31, 2018** |
|---|---|---|
| City of Cotati | $ 64,000 | $ 21,000 |
| City of Rohnert Park | $ 64,000 | $ 21,000 |
| City of Santa Rosa | $ 64,000 | $ 21,000 |
| Town of Windsor | $ 64,000 | $ 21,000 |
| Gold Ridge Resource Conservation District | $ 64,000 | $ 21,000 |
| Sonoma Resource Conservation District | $ 20,000 | $ 6,600 |
| County of Sonoma | $ 64,000 | $ 21,000 |
| Sonoma County Water Agency | $ 64,000 | $ 21,000 |
| MWC/PUCR | $ 64,000 | $ 21,000 |
| **TOTAL** | **$532,000** | **$174,600** |

**Section 10.03 – Fiscal Year.**

The Fiscal Year of the Agency shall be July 1 to June 30.

**Section 10.04 – Treasurer and Annual Audit.**

The Sonoma County Auditor-Controller-Treasurer-Tax Collector shall act as the initial Treasurer for the Agency. The Treasurer shall perform all usual and customary duties of their offices for the Agency, including but not limited to receiving all deposits, issuing warrants per direction, and other duties specified in Government Code section 6505.5. The Board may transfer the responsibilities of the Treasurer, by three-fourths supermajority vote of the Board, to any other person or entity as the law may provide at the time (see e.g., Government Code section 6505.5). The Board shall cause an independent annual audit to be made by a certified public accountant, or public accountant, in compliance with Government Code section 6505.

**Section 10.05 – Funds; Property; Bonds.**

The Board may from time to time designate the officers and persons, in addition to those specified in Section 10.04 above, who shall have charge of, handle, or have access to any funds and/or property of the Agency. Pursuant to California Government Code section 6505.1, each such officer and person shall file a bond in an amount designated by the Board.

**Section 10.06 – Budget.**

In all cases, the Board shall adopt a final budget no later than the start of the ensuing Fiscal Year. If, however, the Agency's administrative costs for the ensuing Fiscal Year are proposed to be directly funded by Member contributions, the Board shall adopt a preliminary budget for the Agency for the ensuing Fiscal Year no later than ninety (90) days before the start of that ensuing fiscal year. The Board may authorize mid-year budget adjustments as needed.

**Section 10.07 – Payments To The Agency.**

All fees, costs and expenses incurred by the Agency may be funded from: (i) voluntary contributions from third parties, such as grants; (ii) voluntary contributions, advances or loans from the Members or other sources; (iii) bond revenue; (iv) taxes, assessments, fees and/or charges levied by the Agency under the provisions of SGMA or otherwise provided by law; and, (v) subject to the unanimous vote of the Board, assessments on the Members to carry out the activities of the Agency generally applicable to all Members.

## Article XI: Relationship of Agency And Its Members.

**Section 11.01 – Separate Entity.**

In accordance with California Government Code Sections 6506 and 6507, the Agency shall be a public entity separate and apart from the parties to this Agreement.

**Section 11.02 – Liabilities.**

In accordance with California Government Code section 6508.1, the debt, liabilities and obligations of the Agency shall be the debts, liabilities and obligations of the Agency alone and not of its Members. The Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Agency, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented.

**Section 11.03 – Indemnity and Insurance.**

11.03.01 **Indemnity**. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. To the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member, each Director, and any officers, agents and employees of the Agency from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same

arise out of, or are attributable in whole or in part, to the conduct, activities, operations, acts, and omissions of the Agency.

11.03.02 **Agency Insurance and Liability Coverage Requirements.**

The Agency shall be required to obtain insurance, or join a self-insurance program in which one or more of the Members participate, appropriate for its operations. Any and all insurance coverages provided by the Agency, and/or any self-insurance programs joined by the Agency, shall name each and every Member as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Agency in its ordinary course of business. The Agency shall also require all of its contractors and subcontractors to have insurance appropriate for their operations. All amounts coverages and provisions of the insurance policies identified in this Section 11.03B shall be subject to the approval of Agency Legal Counsel.

**Section 11.04 – Agreements With Member Agencies.**

The Board may approve agreements with one or more Members that agree to undertake activities to benefit the Agency and further its purposes by a majority vote of the Directors representing the non-contracting Members.

**Section 11.05 – Withdrawal of Members.**

Any Member shall the have the ability to withdraw by providing one hundred eighty (180) days written notice of its intention to withdraw. Said notice shall be given to the Board and to each of the other Members.

A Member shall not be fiscally liable for the adopted budget provided that the Member provides written notice one hundred eighty (180) days prior to the adoption of the budget.

Notwithstanding the foregoing, any Member shall have the ability to withdraw by providing not less than ninety (90) days written notice of its intention to withdraw prior to the adoption of the 2018-19 budget. A Member shall not be fiscally liable for the fiscal year 2018-19 Funding Commitment provided that said Member has provided a timely notice of its intent to withdraw to the Board and each of the other Members.

In the event of a withdrawal, this Agreement shall continue in full force and effect among the remaining members as set forth in Section 11.07 below.

**Section 11.06 – Termination of Members.**

Any Member's failure to meet its funding obligations pursuant to Sections 10.02 or 10.07 of this Agreement may be treated as a breach of this Agreement and the Board may vote to terminate such Member. Such termination shall be approved by unanimous consent of all Directors except the Director of the Member proposed to be terminated. In lieu of termination, the Board

may in its discretion vote to suspend a Member's voting privileges for failure to meet its funding obligations pursuant to Section 10.02 or 10.07 until the Member has satisfied its funding obligations. Such suspension of voting privileges shall be approved by a supermajority vote, as defined in Section 7.06 above but excepting the Director of the Member proposed to have its voting privileges suspended. In the event a Member's voting privileges are suspended, that Member shall not be counted for purposes of determining a majority or supermajority vote in accordance with Sections 7.05 and 7.06. In the event of termination of a Member, this Agreement shall continue in full force and effect among the remaining members as set forth in Section 11.07 below, and such action by the Board shall not be subject to the requirements of Section 12.02. Before terminating a Member for breach pursuant to this section, the Board must satisfy the meet and confer requirements under Section 12.04. As part of the meet and confer process, the Board and the Member proposed to be terminated may conduct mediation in accordance with Section 12.04.

Any Member's failure to be represented by a Director, Alternate Director, or Second Alternate Director of the Member for three consecutive meetings (regular or special) of the Board may be considered a breach of this Agreement for which the Board may vote to suspend a Member's voting privileges for one or more meetings of the Board. Such suspension of voting privileges shall be approved by a supermajority vote, as defined in Section 7.06 above but excepting the Director of the Member proposed to have its voting privileges suspended. In the event a Member's voting privileges are suspended, that Member shall not be counted as a member of the Board for purposes of determining a majority or supermajority vote in accordance with Sections 7.05 and 7.06.

Suspension of a Member's voting privileges under this section shall not excuse that Member from its obligations under this Agreement, including but not limited to, continuing Funding Commitments to the Agency and attendance at meetings.

**Section 11.07 – Continuing Obligations upon Withdrawal or Termination.**

Except as provided for in Section 11.05, any withdrawal or termination of a Member, shall not relieve the withdrawing or terminating Member of its financial obligations arising under this Agreement prior to the effective date of the withdrawal or termination, including but not limited to financial obligations or guarantees for loans provided by individual Members, if applicable.

The withdrawal or termination of one or more Members shall not terminate this Agreement or result in the dissolution of the Agency. This Agreement shall remain in full force and effect among the remaining members, following the withdrawal or termination of any Member, and the Agency shall remain in operation provided that there are at least two Members remaining in this Agreement, and shall continue to function as the GSA for the Basin.

**Section 11.08 – Dissolution.**

The Agency may be dissolved at any time upon the unanimous vote of the Board. However, the Agency shall not be dissolved until all debts and liabilities of the Agency have been eliminated, or allocated, assigned and assumed by individual Members, or another entity or individual. Upon Dissolution of the Agency, each Member shall receive its proportionate share (in proportion to the

contributions made by each Member) of any remaining assets after all Agency liabilities and obligations have been paid in full. The distribution of remaining assets may be made "in kind" or assets may be sold and the proceeds thereof distributed to the Members. This distribution shall occur within a reasonable time after dissolution. No former member which previously withdrew or was terminated shall be entitled to a distribution upon dissolution.

**Section 11.09 – Disposition of Property Upon Termination of Agency or Board Determination of Surplus.**

Upon termination of this Agreement or upon determination by the Board that any surplus money is on hand, such surplus money shall be returned to the then Members of the Agency that contributed such monies in proportion to their contributions or such surplus money may be applied to a Board designated reserve account. The Board shall first offer any surplus properties, works, rights and interests of the Agency for sale to the individual Member and the sale shall be based on highest bid. If no such sale is consummated, the Board shall offer the surplus properties, works, rights and interests of the Agency for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

## Article XII: Miscellaneous Provisions

**Section 12.01 – Agreement Complete.**

The foregoing constitutes the full and complete Agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

**Section 12.02 – Amendment.**

12.02.01 Minor Amendments. Minor, administrative amendments to this Agreement may be made by supermajority vote pursuant to Section 7.06.

12.02.02 Other Amendments. Amendments to this Agreement related to the following items require unanimous written consent of the Members acting through their governing bodies, and may be amended from time to time by the unanimous consent of the Members, acting through their governing bodies.

- Any change in Powers
- Any change in Board composition, except as already provided for in this Agreement
- Any change in Voting requirements
- Any changes to Liabilities and Indemnification provisions
- Any changes to Termination and Withdrawal provisions
- Elimination of the Advisory Committee

- Any other item expressly requiring unanimous as described elsewhere in this Agreement, including Sections 3.01, 7.07, 11.06, and 11.08

**Section 12.03 – Successors and Assigns.**

The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Agency then in effect.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Members hereto. This section does not prohibit a Member from entering into an independent agreement with another agency regarding the financing of that Member's contributions to the Agency or the disposition of proceeds, which that Member receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Agency or the Members under this Agreement.

**Section 12.04 – Dispute Resolution.**

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, withdrawal from or other issue related to this Agreement, the Members that are party to the dispute (the "**Disputing Parties**") agree to meet and confer in a good faith attempt to resolve the dispute. On the request of any Disputing Party to meet and confer, the other Disputing Parties agree to provide available dates within 21days of the meet and confer request. The Disputing Parties may agree to schedule additional meet and confer sessions. If the Disputing Parties are unable to resolve the dispute by meeting and conferring, they shall mediate the dispute. The cost of any such mediation will be borne equally by the Disputing Parties. If the Disputing Parties cannot agree on a mediator, they may select a mediator by alternately striking names from a list of available mediators from JAMS or a similar mediation service provider. The Disputing Parties will provide all other Members written notice of any scheduled mediation and the issues subject to mediation at least 10business days prior to the mediation. One representative for each Member not party to the dispute and one Agency staff representative may attend any mediation under this section to represent the Members' and the Agency's interests related to the mediation. The cost of such representatives' attendance shall be borne by the Members and the Agency so represented. The mediator may, in the mediator's sole discretion limit the participation of representatives of Members not party to the dispute and/or any Agency representative in the interest of successfully mediating the dispute.

No settlement of a dispute subject to this section will bind the Agency or any Members not party to the dispute except to the extent the settlement is approved by the Agency Board by unanimous vote of the Directors of the non-disputing Members.

**Section 12.05 – Execution In Parts Or Counterparts.**

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile or electronic signatures shall be binding.

**Section 12.06 – Member Authorization.**

The governing bodies of the Members have each authorized execution of this Agreement, as evidenced by their respective signatures below.

**Section 12.07 – No Predetermination or Irretrievable Commitment of Resources.**

Nothing herein shall constitute a determination by the Agency or any Member that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, have been completed.

**Section 12.08 – 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 set forth for each of the Members hereto on Exhibit "A" of this Agreement, or to such other changed addresses communicated to the Agency and the Members in writing.

**Section 12.09 – Severability And Validity Of Agreement.**

Should the participation of any Member to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that Member's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each Member hereby agrees it would have entered into this Agreement upon the same remaining terms as provided herein.

**Section 12.10 – Singular Includes Plural.**

Whenever used in this Agreement, the singular form of any term includes the plural form and the plural form includes the singular form.

**IN WITNESS WHEREOF**, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective Board of Directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

# SIGNATURE LINES

**CITY OF SANTA ROSA**

By: _____

Name: _____

Title: _____

Date: _____

**SONOMA COUNTY WATER AGENCY**

By: _____

Name: _____

Title: _____

Date: _____

**COUNTY OF SONOMA**

By: _____

Name: _____

Title: _____

Date: _____

**CITY OF ROHNERT PARK**

By: _____

Name: _____

Title: _____

Date: _____

**TOWN OF WINDSOR**

By: _____

Name: _____

Title:_____

Date: _____

**CITY OF COTATI**

By: _____

Name: _____

Title:_____

Date: _____

**SONOMA RESOURCE CONSERVATION DISTRICT**

By: _____

Name: _____

Title:_____

Date: _____

**GOLD RIDGE RESOURCE CONSERVATION DISTRICT**

By: _____

Name: _____

Title:_____

Date: _____

**CITY OF SEBASTOPOL**

By: _____

Name: _____

Title:_____

Date: _____

# EXHIBIT A

MEMBERS

**City of Cotati**

**City of Rohnert Park**

**City of Santa Rosa**

**City of Sebastopol***

**Town of Windsor**

**Sonoma Resource Conservation District**

**Gold Ridge Resource Conservation District**

**Sonoma County Water Agency**

**County of Sonoma**

* Member added on August 8, 2019 pursuant to Section 5.03 of JPA.

# EXHIBIT B

## Advisory Committee to the Agency Board

The purpose of the Advisory Committee is to provide input and recommendations to the Agency Board on groundwater sustainability plan development and implementation and GSA policies. The intent of the committee is to provide community perspective and participation in the GSA.

The Advisory Committee will review and/or provide recommendations to the Agency Board on groundwater-related issues that may include:

- Development, adoption or amendment of the GSP
- Sustainability goals and objectives
- Best management practices
- Monitoring programs
- Annual work plans and reports (including mandatory 5-year milestone reports)
- Modeling scenarios
- Inter-basin coordination activities
- Projects and management actions to achieve sustainability
- Community outreach
- Local regulations to implement SGMA
- Fee proposals
- General advisory

The Advisory Committee will not be involved in the Agency budget or day-to-day operations, such as personnel staffing or contracting.

## Membership

Composition of the Advisory Committee is intended to represent the beneficial uses and users of groundwater identified in the Sustainable Groundwater Management Act.

Committee members may not serve concurrently on the Agency Board. Members must live or work within the Santa Rosa Plain Groundwater Basin or represent an organization with a presence in Santa Rosa Plain Groundwater Basin identified by the Department of Water Resources current Bulletin 118. Committee membership is based on the interest group and Member designations described below. Notwithstanding the foregoing, the Board may choose to appoint one of the interest-based members of the Advisory Committee from outside the Bulletin 118 Basin, provided such member resides, works or represents an organization with a presence in the watershed which contributes to the Basin.

Each Member of the Agency, as well as the MWC/PUCRs, will appoint a representative from staff or the community to the Advisory Committee, for a total of ten members:

1. City of Santa Rosa
2. Town of Windsor
3. City of Rohnert Park
4. City of Cotati
5. City of Sebastopol
6. Sonoma County
7. Sonoma County Water Agency
8. Sonoma Resource Conservation District
9. Gold Ridge Resource Conservation District
10. Mutual Water Companies/ PUC-Regulated

The following GSA eligible entities have elected not to participate on the Agency Board but shall hold a seat on the Advisory Committee. These entities, not the Agency Board, will appoint their representatives:

11. Graton Rancheria

The Agency Board will appoint 7 interest-based members:

12. Environmental representative
13. Environmental representative
14. Rural residential well owner
15. Rural residential well owner
16. Business community representative
17. Agricultural interest (surface water or Groundwater user)
18. Agricultural interest (surface water or Groundwater user)

**Member Appointment**

The Agency Board will appoint members to fill the interest-based seats. Interested individuals from the community or local organizations may apply to the Agency Board, designating in the application, the seat that the applicant would intend to fill.

The Agency Board encourages entities and individuals within each interest group to work together to recommend a single candidate to fill that interest's seat. The Agency Board will give strong consideration to appointing candidates that have the backing of multiple organizations or individuals within that interest group.

The Agency Board encourages candidates with experience and familiarity with groundwater and its management. The Agency Board will also give preference to applicants with experience working with diverse community-based groups.

For one of the rural residential well representatives, the Agency Board will give preference to appointees that can represent the interests of disadvantaged populations or interests that are otherwise under-represented on the Advisory Committee.

For agricultural representatives, preference will be given for diversity between surface and groundwater reliance for agricultural operations.

**Application Timeline**

The Agency Board will establish a timeline and process for appointment of the initial Advisory Committee following Agency formation. In subsequent years, applicants will submit an application and statement of interest for vacant seats to the Agency Board by October 1 of the year prior to the beginning of the term for that seat. The GSA will post applications on its web site. At-large appointments from Members will be due to the Agency Board by November 1. The GSA governing board will appoint interest-based committee members at its final meeting of each calendar year as necessary. Terms will commence in January of the subsequent year.

**Advisory Committee Member Terms**

The initial Advisory Committee appointments will include seats with three-year terms (interest-based categories) and two-year terms (eligible entity appointees). Following initial committee appointment, all member terms will be two years. Advisory Committee Members are not term-limited; however, interest-based members must apply for each term. If a vacancy occurs for an interest-based seat before the end of the term, the Agency Board will appoint a new member to complete the term. Vacancies for any of the eligible entity appointees shall be filled by their respective agency.

The Agency Board can remove an interest-based committee member if the member is not performing responsibilities. The Agency Board will appoint alternates if the Board deems alternate committee members necessary. If appointing alternates, the Agency Board will request that the Member also provide alternates for eligible entity appointments.

**Decision Making and Governing Board Consideration**

To inform Agency Board decision-making, the Advisory Committee will provide written recommendations in reports. The recommendations reports will identify areas of agreement and disagreement. The committee will strive for consensus when possible, but reaching consensus is not necessary. Consensus means that everyone can at least "live with it." When unable to reach consensus on recommendations, the committee will outline the areas in which it does not agree, providing some explanation to inform Agency Board decision-making.

The committee may request that one or more committee members present its recommendations to the Agency Board, including areas of agreement and disagreement, consistent with committee deliberations.

Pursuant to Agency Board direction, Agency staff will develop the annual work plan and schedule for committee meetings. The Advisory Committee will adopt a charter and will appoint a Chair and Vice-Chair.

The Agency Board will consider Advisory Committee recommendations when making decisions. If the Agency Board does not agree with the recommendations of the Advisory Committee, the Agency Board shall state the reasons for its decision.

**Public Process**

All Advisory Committee meetings are subject to the Brown Act and will be open to the public. The GSA will announce committee meetings on its website and through its regular communication channels.

**EXHIBIT C**

Proposed Amendments to Bylaws
*Redline Version*

# SANTA ROSA PLAIN GROUNDWATER SUSTAINABILITY AGENCY

# ~~BOARD OF DIRECTORS~~

# BYLAWS

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## ARTICLE I
## INTRODUCTION

### 1.1. HISTORY

On September 16, 2014, Governor Edmund G. Brown Jr. signed three bills: AB 1739 by Assemblymember Roger Dickinson and SB 1168 and SB 1319 by Senator Fran Pavley which created a framework for sustainable, local groundwater management for the first time in California history. Collectively, this legislation is known as the Sustainable Groundwater Management Act ("SGMA") and gives power to local agencies (e.g. cities, counties, water districts, and resource conservation districts) to sustainably manage groundwater over the long term and requires them to develop Groundwater Sustainability Plans tailored to their regional economic and environmental needs.

The Santa Rosa Plain sub-basin is designated as a medium-priority groundwater basin as defined by the Department of Water Resources ("DWR") requiring the formation of this Groundwater Sustainability Agency ("GSA"), development of a Groundwater Sustainability Plan ("GSP"), and required groundwater management activities. The service area for the Santa Rosa Plain Groundwater Sustainability Agency ("Santa Rosa Plain GSA") is defined by DWR's Bulletin 118.

Through a collaborative process, the City of Cotati, City of Rohnert Park, City of Santa Rosa, Town of Windsor, Sonoma Resource Conservation District, Gold Ridge Resource Conservation District, Sonoma County Water Agency, Independent Water Systems and County of Sonoma created the Santa Rosa Plain GSA through a Joint Exercise of Powers Agreement ("JPA Agreement"). ~~Santa Rosa Plain GSA~~

Under the requirements of SGMA, the Santa Rosa Plain GSA is mandated to develop a GSP by January 31, 2022 and must achieve groundwater sustainability within 20 years of plan adoption.

### 1.2. PURPOSE AND SCOPE

It is the intent of the Santa Rosa Plain GSA Board of Directors (~~"Santa Rosa Plain GSA Board" or~~ "Board") that the Bylaws facilitate proper conduct of Santa Rosa Plain GSA business. The policy of the Santa Rosa Plain GSA is to maintain the highest ethical standards for its Directors. The proper operation of the Santa Rosa Plain GSA requires that decisions and policies be made within the proper channels of governmental structure, that public office not be used for personal gain, and that Directors remain objective and responsive to the needs of the public they serve. Accordingly, it is the policy of the Santa Rosa Plain GSA that Directors and Santa Rosa Plain GSA employees maintain the highest standard of personal honesty and fairness in carrying out their duties. If all or any portion of these Bylaws or any Santa Rosa Plain GSA policy is in conflict with federal or state law or regulations that apply to the Santa Rosa Plain GSA, said legislation or regulations shall prevail. If any portion of these Bylaws conflicts with the JPA Agreement, the terms of the JPA Agreement shall govern.

### 1.3. BASIS OF AUTHORITY

(a) The Santa Rosa Plain GSA is a Joint Powers Authority of the City of Cotati, City of Rohnert Park, City of Santa Rosa, City of Sebastopol, Town of Windsor, Sonoma Resource Conservation District, Gold Ridge Resource Conservation District, Sonoma County Water Agency, Independent Water Suppliers and County of Sonoma ("Member Agencies"), authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of~~r~~ Title 1 of the

California Government Code) for the express purpose of implementing the SGMA, as set forth in California Water Code Section 10720.1.

(b) The Board is the legislative body, and functions as the Santa Rosa Plain GSA's policymaking body. It can only function as a unit, where no individual Director has authority with regard to any aspect of Santa Rosa Plain GSA business, except as a member of the collective Board.

## ARTICLE II
## GOVERNANCE

### 2.1. COMPOSITION; TERMS; VACANCIES

(a) The Board shall be composed of one Director and one Alternate Director from each ~~of~~ Member Agency's governing body.

(b) Each Member Agency shall elect or appoint one Director and one Alternate Director. Each Member Agency may also appoint one Second Alternate Director. ~~Director and Alternate.~~ In the event any Director or Alternate or Second Alternate Director is removed, has resigned, or a new appointment has been made, the Member Agency shall notify the ~~Somona Valley~~Santa Rosa Plain GSA within fifteen (15) days of occurrence.

(c) The Alternate Director shall serve and assume the rights and duties of the Director when the Director is ~~unable to attend~~absent or recused from a Board meeting~~s~~ or is otherwise incapacitated from carrying out the duties of their office. The Second Alternate Director shall serve and assume the rights and duties of the Director when both the Director and Alternate Director are absent or recused from a Board meeting or are otherwise incapacitated from carrying out the duties of their office. The Second Alternate Director shall be limited to attending no more than two (2) Board meetings during any calendar year.

(d) Directors~~, and~~ Alternates, and Second Alternate Directors shall serve at the pleasure of their Member Agency's governing body. Directors may be removed at any time, with or without cause, at the sole discretion of their Member Agency's governing body. The roles and qualifications of Directors, Alternates, and Second Alternate Directors are subject to any other applicable provisions of the JPA Agreement.

(e) Except in cases of removal by their Member Agency's governing body or resignation, Directors shall hold office until their successor is selected and the Santa Rosa Plain GSA has been notified of the succession. In cases of removal or resignation, the position shall be vacant until the Member Agency appoints a new Director. At the Member Agency's election, the Member Agency may designate their Alternate Director to automatically fill any such vacancy or alternatively may keep their position on the Board until such time as their governing body elects or appoints a new Director.

(f) If the Member Agency's governing body fails to fill a vacancy within ninety (90) days, the ~~Santa Rosa Plain GSA~~ Board may appoint someone to fill the vacancy according to these procedures:

(i) The ~~Santa Rosa Plain GSA~~ Board shall post notice of its intent to fill the vacancy by appointment for no less than fourteen (14) days and solicit interested parties to submit applications.

(ii) At its first regularly scheduled meeting or special meeting following the minimum notice period, the ~~Santa Rosa Plain GSA~~ Board shall consider all applicants to fill the vacancy unless the Member Agency has acted to fill the vacancy in the interim. The Santa Rosa Plain GSA may reject all applicants and continue to hold the position vacant.

(iii) If the ~~Santa Rosa Plain GSA~~ Board falls below a quorum by reason of a vacancy, a majority of the remaining Directors may waive the ninety-(90) day period and appoint immediately. Under these circumstances, the Board shall only fill enough vacancies to provide a quorum. Seats with the longest vacancy will be filled first.

(iv) Board appointees shall hold office through the unexpired balance of the term of office or until the Member Agency's governing ~~board~~ body appoints a replacement of the Santa Rosa Plain GSA's appointee.

(g) In serving on the ~~Santa Rosa Plain GSA~~ Board, Directors do not represent any other political or elected bodies, fractional segment or region of the community, but are part of a legislative body that represents and acts for the Santa Rosa Plain GSA as a whole.

2.2. **SOLICITING POLITICAL CONTRIBUTIONS**

(a) Directors shall not solicit political funds or contributions at Santa Rosa Plain GSA facilities or at times and places where Santa Rosa Plain GSA business is being conducted, and Directors shall not accept, solicit or direct a political contribution from:

(i) Santa Rosa Plain GSA employees, officers, consultants or contractors; or

(ii) Vendors or consultants who have a material financial interest in a contract or other matter while that contract or other matter is pending before the Santa Rosa Plain GSA.

(b) Directors shall not use the Santa Rosa Plain GSA's logo, trademark, stationery or other indicia of the Santa Rosa Plain GSA's identity, or facsimile thereof, in any solicitation for political contributions contrary to state or federal law. Gov. Code section 3205.

2.3. **DUTIES AND RESPONSIBILITIES**

(a) Directors shall uphold the Constitution of the United States and the Constitution of the State of California.

(b) Directors shall comply with all applicable laws regulating their conduct, including laws relating to conflicts of interest, financial disclosures, and open government laws.

(c) The Board shall set the policy for the Santa Rosa Plain GSA in accordance with these Bylaws.

(d) The Board shall monitor Santa Rosa Plain GSA's progress in attaining its goals and objectives, while pursuing its mission.

(e) The Board shall establish goals, objectives, expectations, and measurement criteria for the Administrator's performance.

(f) For the benefit of operational efficiency, Directors shall direct all requests for information to the Administrator. If the Administrator's response is inadequate, Directors may contact the Board Chairperson or raise the issue at a Board meeting. Issues brought to the Board may be added to the agenda of a future meeting at the discretion of the Board.

(g) Directors shall attend all meetings of the Board and of any Committee to which they may be assigned. Directors are required by law to abstain from participating in consideration of any item involving a personal or financial conflict of interest. Even the appearance of a conflict should be avoided. Unless such a conflict of interest exists, Directors should fully participate in the Board's decision-making responsibilities.

(h) Directors shall not individually commit the Santa Rosa Plain GSA to any policy, act, or expenditure without prior Board approval nor give direction to the Administrator, staff, contract personnel or consultants without prior Board approval.

(i) Directors shall abide by the provisions of the Ralph M. Brown Act, Government Code section 54950, et seq. ("Brown Act"), by only exercising their authority during duly noticed public meetings.

(j) Directors shall not delegate ~~his or her~~their authority to act as a Director, nor will any Director's vote be recorded in the proceedings of any Board meeting at which the Director is not present.

2.4. **CONFLICTS OF INTEREST**

Directors shall abide by the Santa Rosa Plain GSA Conflict of Interest Code.

2.5. **BOARD OFFICERS**

(a) With the exception of certain matters specified in the JPA Agreement and where the law requires a supermajority (two-thirds or greater) or unanimous vote, affirmative votes of a majority (51% or greater) of Directors are required for the Board to act on any matter.

(b) Commencing January 1, 2019, Directors shall elect a Chairperson and Vice-Chairperson of the Board, which Officers shall hold office according to the term duration prescribed in Section 6.04 of the JPA Agreement. Terms shall commence on January 1 and Directors may serve for multiple consecutive terms. Officers of the Board may be removed and replaced at any time, with or without cause by a Board vote. In the event that an Officer of the Board loses their position, their o~~O~~ffice~~r~~ becomes vacant, and the Board shall elect a new Officer from existing Board members to serve the remaining Officer term.

(c) The Chairperson presides at all Board meetings and leads the Board in conducting its business. The Chairperson may refer items to committees prior to Board action. The Chairperson votes last in any roll call vote.

(d) The Chairperson has the same rights in voting, introducing motions, resolutions and ordinances, and discussions as other Directors.

(e) The Chairperson shall ensure that each Director is provided all necessary information pertaining to Santa Rosa Plain GSA business in sufficient time to participate in discussions and decisions in an informed manner.

(f) The Chairperson, or ~~his or her~~their designee, shall execute Santa Rosa Plain GSA documents, as directed by the Board.

(g) On occasion, the Board will delegate to the Chairperson or to ~~his or her~~their designee, authority to represent the Santa Rosa Plain GSA at a meeting or event. When this occurs, the Director only has the authority that was specifically delegated by the Board.

(h) In the Chairperson's absence, the Vice-Chairperson serves as the Chairperson in all capacities described in these Bylaws. If both the Chairperson and Vice-Chairperson are absent, the Secretary calls the meeting to order and acts as Chairperson until the remaining Directors select one of themselves to act as the presiding officer until such time as either the Chairperson or the Vice-Chairperson is able to assume ~~its~~ their respective responsibilities.

(i) In order to present a positive image to the public, customers, and residents, Directors should strive to maintain a professional appearance while performing their duties as Directors.

## ARTICLE III
## ADMINISTRATION

### 3.1. APPOINTED STAFF

Appointed Staff includes the Administrator of the Santa Rosa Plain GSA, the Secretary of the Board, Legal Counsel, and the Auditor who is appointed by the Board and reports to the Board as a whole.

(a) ***Administrator***

(i) The Administrator shall be appointed by the Board ~~of Directors~~ and serve at its pleasure. The Administrator is the chief executive officer of the Santa Rosa Plain GSA, and carries out Board policies, directs Santa Rosa Plain GSA operations, provides daily supervision to Santa Rosa Plain GSA staff, controls Santa Rosa Plain GSA expenditures, and ensures conformance with Santa Rosa Plain GSA policies. Based on the delegation of authority made by the Member Agencies in the JPA Agreement and the Board under these Bylaws, the Administrator shall have the following responsibilities and ~~has the~~ authority ~~to~~:

(A) Make and carry out day-to-day management decisions.

(B) Employ, compensate, terminate, assign duties to, and direct the daily activities of all Santa Rosa Plain GSA employees.

(C) Provide day-to-day directions and guidance to, but not appoint or dismiss, Santa Rosa Plain GSA Legal Counsel, Auditor, and other Board appointees.

(D) Prepare Santa Rosa Plain GSA employee job classifications and~~,~~ descriptions of duties~~,~~ with corresponding salary ranges for review and approval by the Board.

(E) Define scope and select, dismiss, and direct activities of contractors and consultants performing services for the Santa Rosa Plain GSA.

(F) Manage Santa Rosa Plain GSA financial operations including overseeing Santa Rosa Plain GSA's investments and ensure conformity with the Santa Rosa Plain GSA's Investment Policy.

(G) Expend budgeted funds in compliance with Chapter 2, Article V of the Sonoma County Code of Ordinances.

(H) Authorize purchases of up to and including $50,000 in conformance with the annual Board-approved budget. Purchases of more than $50,000 shall require the approval of the Board.

(I) Expend up to and including ten thousand dollars ($10,000) for each item not specifically enumerated in the Santa Rosa Plain GSA's annual budget, provided there are sufficient budgetary appropriations within the Operations and Maintenance budget and the Capital Improvement Projects budget.

(J) Expend non-budgeted funds to meet an Emergency. An Emergency is defined as any circumstance which directly or potentially adversely affects the ability of the Santa Rosa Plain GSA to perform its services, which puts Santa Rosa Plain GSA personnel or property in jeopardy, or which may jeopardize public health or property of the community or its residents or essential municipal services. The Administrator shall determine that an emergency exists and shall immediately inform the Directors of the Emergency. Such notification shall include the nature of the Emergency, the steps taken or necessary to address the Emergency, and any expenditures incurred to address the Emergency. If applicable, the Administrator shall seek ratification of the decisions made.

(K) Solely sign Santa Rosa Plain GSA checks and/or claims requests in the amount of ten thousand dollars ($10,000) or less. Any amount over ten thousand dollars ($10,000) requires the signatures of the Administrator and the Chairperson or the Chairperson's designee. In the event the

Administrator is unavailable to sign checks, checks of any amount require the signatures of two Directors, one of which shall be the Chairperson.

(L) Execute time and cost Change Orders.

(M) Appoint a Deputy Secretary, if the Board appoints the Administrator as Board Secretary. The Deputy Secretary shall assist the Administrator, acting as Board Secretary, to fulfill the duties set forth in Section 3.1(b) and may act in the Board Secretary's place in ~~his or her~~their absence.

(N) Prepare, sign, and transmit written correspondence on behalf of the Santa Rosa Plain GSA, including public comment letters and letters of support or opposition, provided that such correspondence is consistent with and advances the Santa Rosa Plain GSA's sustainability goals in the GSP, other GSA policies, and applicable law, including SGMA. The Administrator's preparation, signing, or transmittal of written correspondence will comply with the following:

(1) Routine administrative correspondence. The Administrator is authorized to prepare, sign, and transmit routine administrative correspondence without prior approval of the Board when the correspondence is consistent with and advances prior Board direction, the GSP, SGMA, or other applicable law. Routine administrative correspondence may include, but is not limited to, comments on general plans and development proposals to recommend consistency with the GSP, permit review and interagency coordination letters, and letters of support for grant or funding applications that support implementation of the GSP.

(2) Non-routine/policy correspondence. For correspondence that seeks to establish or communicate a policy position of the Santa Rosa Plain GSA on a matter where the Board has not given prior direction, or addresses matters where the GSP does not provide clear guidance, the Administrator shall obtain approval by a majority vote of the Board prior to transmitting the correspondence.

~~(1)~~(3) Time-sensitive approvals. If the Administrator determines that non-routine/policy correspondence described in subsection (2) is time-sensitive and cannot reasonably be deferred to the next regular meeting of the Board, then the Chairperson, or Vice-Chairperson in the event that the Chairperson is unavailable, may approve the Administrator's transmittal of the correspondence in writing, provided that the Administrator shall disclose the correspondence and provide a copy of the final transmitted correspondence to the Board at the next

regular meeting, and the final transmitted correspondence shall be included in the agenda packet. This subsection (3) shall not authorize the Administrator to take any action that is within the sole discretion and authority of the Board pursuant to these Bylaws and the JPA Agreement.

(ii) Terms and conditions of the Administrator's employment shall be specified in an employment agreement between the Administrator and the Board and any amendment(s) thereto.

(b) ***Board Secretary***

The Board Secretary is appointed by the Board, reports to the Board as a whole, and shall be responsible for the following:

(i) Provide a record of all proceedings conducted at meetings of the Board and Standing Committees, to be retained at the Santa Rosa Plain GSA office.

(ii) Maintain accurate, up-to-date records of Santa Rosa Plain GSA documents in a safe location.

(iii) Post all legal notices.

(iv) Receive all correspondence or documents addressed to the Board, and serve as the Santa Rosa Plain GSA's agent for receipt of subpoenas, petitions or other legal documents that are served on the Santa Rosa Plain GSA.

(v) Call meetings to order in the absence of the Chairperson and Vice-Chairperson and preside until the remaining members present select one of themselves to preside at the meeting.

(vi) Administer the Oath of Office to members of the Board.

(vii) Verify and attest signatures on all legal documents.

(viii) In consultation with Legal Counsel, respond to all Public Records Act requests.

(ix) Possess working knowledge of the Ralph M. Brown Act and Robert's Rules of Order.

(c) ***Legal Counsel***

Legal Counsel shall be a law firm (or consortium of member agencies' legal counsel – represented by a uniform voice) that is appointed by and reports to the Board. Legal Counsel shall have an attorney-client relationship with the Board, not with any individual Director or Santa Rosa Plain GSA employee or contractor. Legal Counsel shall represent the Board on all legal matters pertaining to the operation, maintenance, legal compliance, and other business of the Santa Rosa Plain GSA. Legal Counsel shall take direction from

the Board, and the Administrator consistent with implementation of the direction of the Board.

(d) ***Auditor***

Auditor shall be a certified audit firm that is appointed by and reports to the Board. Auditor shall annually conduct an audit of the Santa Rosa Plain GSA and prepare an annual audit report. Auditor shall be rotated on a periodic basis and under no circumstances audit the Santa Rosa Plain GSA for more than five (5) consecutive years.

For any period in which the Santa Rosa Plain GSA uses the County Treasury as provided under Water Code section 10730(d), the Auditor shall annually conduct an audit of the Santa Rosa Plain GSA and prepare an annual audit report, or alternatively review the Santa Rosa Plain GSA's finances in another manner consistent with Government Code section 26909, et seq.

3.2. **CONSULTANTS**

The Board may from time-to-time select, retain, compensate, define the scope and efforts of, and dismiss consultants to support or provide information to the Board in developing policy-level decisions or in implementing Board actions. The responsibility for day-to-day direction of the work of the Consultant is delegated to the Administrator.

## ARTICLE IV
DIRECTORS' COMPENSATION AND EXPENSE REIMBURSEMENT

4.1. **COMPENSATION**

(a) Board members shall serve without compensation. However, Board members may receive reasonable and necessary reimbursement for meals, lodging, and travel expenses incurred in attending any conference, meeting, or other event approved by the Board in advance.

(b) For a Board member to be reimbursed for reasonable and necessary travel expenses to and from a meeting, the meeting must be: (1) a "meeting" as defined in Government Code section 54952.2(a); (2) ~~Santa Rosa Plain GSA~~ Board or committee meetings; or (3) conferences, meetings, or events related to or intended to inform Board members on matters within the jurisdiction of the Santa Rosa Plain GSA, provided that such conferences, meetings or events deal with substantive issues and consume more than a minor amount of the Board member's time.

(c) At the regular meeting of the Board following any meeting, conference, educational activity or other authorized event for which reimbursement is requested; the Director attending the event shall give a brief report of the meeting or event. If more than one (1) Director of the Santa Rosa Plain GSA attended the same meeting or event, a joint report may be made. Reports may be written or oral, but in the event a written report is submitted, the Director shall give a brief oral summary of the report at the meeting following the event.

4.2. **REIMBURSEMENT**

(a) Directors are encouraged to participate in outside activities and organizations that in the judgment of the Board further the interests of the Santa Rosa Plain GSA. Where authorized in advance, actual expenses incurred by Board members in connection with such activities are reimbursable. Under extraordinary circumstances, the Board may subsequently authorize reimbursement.

(i) All expenses must be reasonable and necessary, and Directors are encouraged to exercise prudence in all expenditures. This policy is intended to result in no personal gain or loss to a Director.

(ii) Mileage will be reimbursed at the then-current General Services Administration ~~IRS~~ rate.

(iii) Directors may claim meal expenses at the rates specified by the California Department of Human Resources as such rates may be adjusted from time to time.

(iv) *Travel / Transportation Expenses*. The most economical mode and class of transportation reasonably consistent with scheduling needs must be used, using the most direct and time-efficient route. If requested, Directors will be reimbursed for expenses incurred in traveling to and from conferences, meetings, and other events that are attended on behalf of the Santa Rosa Plain GSA in their capacity as Directors. Travel expenses will include round-trip airfare, actual reasonable expenses for ground transportation to and from airports and hotels, car rental, and/~~-~~or mileage reimbursement (at the maximum allowable per mile established from time to time by the General Services Administration~~IRS~~) for use by the Directors of privately owned vehicles in the conduct of Santa Rosa Plain GSA business.

(v) *Overnight Accommodations*. No reimbursement claim or request for overnight accommodations will be approved for expenses incurred within the Santa Rosa Plain GSA's service area, except upon approval of the Board. Reasonable accommodation expenses as established by the General Services Administration will be reimbursed only for the Directors, and such expenses will not be reimbursed for guests or family members of Directors. Where reasonably possible, accommodations will be obtained in proximity to the conference or meeting site.

(vi) Liquor, entertainment, travel insurance, personal telephone calls, child, pet, or household care, losses relating to theft or casualty of personal effects, fines and penalties for actions or inactions of the traveler, laundry, dry cleaning, or pressing of personal items, and expenses of any other person accompanying a Director are not eligible for reimbursement.

(vii) Expenditures that are improper or otherwise not properly accounted for, or that are not consistent with the prohibition against gifts of public funds set forth in

the California Constitution, will not be reimbursed or accepted by the Santa Rosa Plain GSA.

(b) Directors shall submit requests for reimbursement along with evidence of expenses within four (4) weeks of the last day of the month in which the expenses were incurred.

(c) In compliance with Government Code section 53065.55, the Santa Rosa Plain GSA will prepare a list of the amount and purpose of each expense reimbursement made to each Director for the preceding fiscal year, which will be available to the public.

(d) A Director shall not attend a conference or training event for which there is an expense to the Santa Rosa Plain GSA if it occurs after the Director has announced ~~his or her~~their resignation, or if it occurs after an election in which it has been determined that they will not retain their seat on the Board.

## ARTICLE V
## BOARD MEETINGS, GENERAL

### 5.1. LOCATION; TIMING

Regular meetings of the Board shall be held at the times and places established annually by Resolution. The Board shall adopt the regular meeting schedule for the ensuing fiscal year no later than the first regular meeting of each fiscal year, or at such other time as the Board may determine, and may amend the schedule from time to time by Resolution. Unless otherwise specified by the annual Resolution, ~~A~~all meetings of the Board shall be held in the City of Santa Rosa's Utility Field Office, 35 Stony Point Road, Santa Rosa, CA 95401~~, unless it is anticipated that the number of public expected to attend would exceed the capacity of the facility or the facility is unavailable~~. ~~In such case, another facility within the Santa Rosa Plain GSA may be used. Regular meetings of the Board shall be held on the second Thursday of each calendar month, except if the second Thursday coincides with a legal holiday, the regular meeting will be adjourned to a specified time and location.~~ Unless otherwise specified by the annual Resolution or subsequent Resolutions, regular Board meetings shall commence at 1:00 p.m. Pacific Time. If the noticed meeting location becomes unavailable or impracticable, the Administrator, in consultation with the Chairperson, may relocate that meeting to an alternate location within the Santa Rosa Plain GSA service area or the service area of one of the Member Agencies, provided that notice is given in compliance with the Brown Act.~~Regular Board meetings shall commence at 1pm local time.~~

### 5.2. TRANSPARENCY

(a) The Board shall conduct the business of the Santa Rosa Plain GSA at meetings in conformance with the provisions of the Brown Act. All meetings of the Board, Standing Committees, and Advisory Committees shall be open to the public, except for closed sessions held in accordance with the Brown Act.

(b) The Board Chairperson and the Administrator shall ensure that appropriate information is available for the public at meetings of the Board, and that physical facilities for said meetings are functional and appropriate. Prior to the start of a meeting, the order of business (sequence of existing agenda only) may be amended.

5.3. **NOTICE**

(a) Regular meetings require posting of the agenda a minimum of seventy-two (72) hours in advance and written notification to the Board, Santa Rosa Plain GSA Counsel, the local news media, and to any person requesting notice.

(b) The agenda must contain a brief general description of each item to be acted upon or discussed during the meeting.

5.4. **QUORUM**

A quorum must be present at all meetings for any business to be conducted. A quorum shall consist of a majority of the Directors representing the then-current Members of the Santa Rosa Plain GSA.

5.5. **SUBJECT MATTER**

(a) The Administrator, in cooperation with the Board Chairperson, shall prepare an agenda for each meeting of the Board and for all Standing Committee meetings. The Administrator shall prepare written information on each item of business requiring action or scheduled for discussion by the Board, and make this information available to the Board and members of the public prior to all meetings.

(b) An agenda and materials packet shall be prepared as specified for all Board meetings and shall be delivered to all Directors at least seventy-two (72) hours prior to a regular meeting and at least twenty-four (24) hours prior to special meetings. A full agenda packet will be available in the Santa Rosa Plain GSA foyer for public review.

(c) At least seventy-two (72) hours prior to the time of all regular meetings, an agenda, which includes all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously for public review at the City of Santa Rosa's Utility Field Office, 35 Stony Point Road, Santa Rosa, CA 95401 and on the GSA's website. The Santa Rosa Plain GSA has the option of posting the agendas at other places as deemed useful in keeping the public informed.

(d) The agenda for special meetings shall be posted in the same location as regular meeting agendas at least twenty-four (24) hours before the meetings. Agendas shall generally use the following order of business:

(i) Date, time, and location of meeting and information on how the public may review agenda materials and request any special accommodations needed

(ii) Meeting type (i.e., Regular or Special Meeting)

(iii) Call to Order – Roll Call

(iv) Consent Calendar

(v) Chairperson and Directors' Reports or Comments

(vi) Advisory Committee Report

(vii) Public Presentations, Hearings and Workshops

(viii) General Business (Old/New Business)

(ix) Administrator and Operational Reports

(x) Closed Session

(xi) Reconvene in Open Session

(xii) Public Comments

(xiii) Request for Future Agenda Items

(xiv) Adjournment

5.6. **CLOSED SESSION**

At times during Board meetings, the Board may adjourn into closed session to discuss personnel matters, real estate negotiations, existing or anticipated litigation, or other matters as specified in the exceptions set forth in the Brown Act. Appropriate agenda descriptions are also required for closed session items.

5.7. **SPECIAL MEETINGS**

Special meetings of the Board may be called by the Board Chairperson or a majority of the Board. Special meetings shall be held in compliance with the Brown Act, including by providing~~Notice of~~ at least twenty-four (24) hours' notice describing ~~is required for a special meeting, and must describe~~ the business to be transacted or discussed. ~~All appropriate notices required by the Brown Act shall be posted.~~

5.8. **EMERGENCY SPECIAL MEETINGS**

(a) In the event of an emergency situation where prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency special meeting without complying with the twenty-four (24) hour notice required for special meetings of the Board. An emergency situation means a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of members of the Board. The Administrator, the Chairperson of the Board, or the Vice-Chairperson in the absence of the Chairperson, may determine that there is sufficient evidence to determine that an emergency exists and give notice of an emergency special meeting.

(b) Newspapers of general circulation in the Santa Rosa Plain GSA, radio stations, and television stations which have requested notice of special meetings in accordance with the Brown Act shall be notified at least one (1) hour prior to the emergency special meeting.

(i) In the event that telephone services are not functioning, the one-(1) hour notice requirement is waived, but the Administrator, or ~~his or her~~their designee, shall notify such newspapers, radio stations, or television stations of the holding of the meeting, and of any action taken by the Board, as soon after the meeting as possible.

(ii) During a crippling disaster, mass destruction, terrorist act, or planned terrorist activity that poses peril so immediate and significant that requiring one-(1) hour notice before holding an emergency meeting may endanger public health, safety, or both, notice shall be given by telephone to the news media at or near the time that the Board Chairperson or ~~his~~ their designee notifies the Directors of the need for an emergency meeting.

(c) All rules governing special meetings shall be observed with the exception of the twenty-four-(24) hour notice. The minutes, a list of persons the Administrator or designee notified or attempted to notify, a copy of the roll call vote(s), and any actions taken at such meeting shall be posted for a minimum of ten (10) days in the City of Santa Rosa's Utility Field Office, 35 Stony Point Road, Santa Rosa, CA 95401 as soon after the meeting as possible.

5.9. **ADJOURNMENT**

A majority vote by the Board may terminate any Board meeting at any place in the agenda to any time and place specified in the order of adjournment, except that if no Directors are present at any regular or adjourned regular meeting, the Administrator may declare the meeting adjourned to a stated time and place, and ~~he or she~~the Administrator shall cause a written notice of adjournment to be provided to the Board, Santa Rosa Plain GSA Counsel, and the local news media and also posted at the places specified in Section 5.5(c), above.

5.10. **MINUTES**

(a) The Secretary of the Board shall keep minutes of all Board meetings. Minutes are to record actions taken; they are not intended to be verbatim records. Anyone wishing more information about a meeting shall be encouraged to listen to the recording made of each meeting. Draft minutes shall be distributed to Directors for adoption at the next regular meeting.

(b) Minutes may be approved as part of the Consent Calendar. An audio recording shall be made of all regular and special meetings of the Board and shall be retained for thirty (30) days from the date of recording.

5.11. **LEGALITY OF PROCEEDINGS**

Any action taken by the Board which is subsequently ruled contrary to law by a decision of a court of competent jurisdiction shall be deemed revoked without further action by the Board.

5.12. **CONDUCT**

(a) Meetings of the Board shall be conducted by the Chairperson in a manner consistent with the policies of the Santa Rosa Plain GSA.

(b) Willful disruption of any meeting of the Board shall not be permitted. The Chairperson shall take whatever actions are necessary and legally appropriate to preserve order and decorum during Board meetings, including public hearings.

(c) In accordance with the Brown Act, ~~T~~the Chairperson may order any person or persons removed if they are causing a willful disruption of a meeting which prevents the meeting from proceeding.

(d) Where the health and safety of meeting attendees is jeopardized, the Chairperson may order the room to be cleared and subsequently conduct the Board's business without the public present. After clearing the room, the Chairperson may permit those persons who, in their opinion, were not responsible for the willful disruption to re-enter the meeting room. Duly accredited representatives of the news media shall be admitted to the remainder of the meeting.

5.13. **RULES OF ORDER**

(a) The latest edition of Robert's Rules of Order, Revised shall be an advisory guideline for meeting protocol. Santa Rosa Plain GSA policies, or state or federal law, shall prevail whenever they conflict with Robert's Rules of Order, Revised. If a Director believes order is not being maintained or procedures are not adequate, ~~he or she~~that Director should raise a point of order - not requiring a second - to the Chairperson. If the ruling of the Chairperson is not satisfactory to the Director, it may be appealed to the Board. A decision by a majority of the Board will determine the point of order.

(b) By a motion made, seconded, and approved by a majority vote, the Board may, at its discretion and at any meeting: 1) temporarily suspend these rules in whole or in part; 2) amend these rules in whole or in part; or 3) both.

(c) Motions, resolutions or ordinances shall be recorded as having passed or failed and individual votes will be recorded. All resolutions and ordinances adopted by the Board shall be numbered consecutively starting new at the beginning of each fiscal year. The Chairperson may declare a short recess during any meeting, with approval of the Board.

5.14. **BOARD ACTION**

(a) Action can only be taken when a quorum is present. Calculating the number of votes required for a majority or super-majority vote is based on the number of Directors required pursuant to Article VII of the JPA Agreement.

(b) Only those items of business listed in the agenda shall be considered by the Board at any meeting, unless an emergency or urgency situation exists and additional items are added in the manner required by the Brown Act.

(c) Pursuant to Government Code section 54954.2 (b), the Board may take action on an item of business which did not appear on the posted agenda for the meeting if the Board

determines that an emergency exists, or if by a super-majority ~~(67% or greater)~~ vote the Board determines that there is a need for immediate action on a matter that arose subsequent to the posting of the agenda. To the extent the Santa Rosa Plain GSA's Joint Powers Agreement requires a higher voting threshold for a particular action, such higher threshold shall apply.

(d) Actions typically taken by the Board include, but are not limited to, the following:

(i) Adoption or rejection of Santa Rosa Plain GSA policies and regulations concerning the services provided by the Santa Rosa Plain GSA, adoption of rates and charges for Santa Rosa Plain GSA services, authorization of execution of contracts for professional and technical service, and authorization of execution of contracts for materials or supplies, or for design or construction of Santa Rosa Plain GSA facilities; and

(ii) Approval or rejection of proposals to commit Santa Rosa Plain GSA funds or facilities, including employment and dismissal of personnel; and

(iii) Approval or disapproval of non-emergency matters which require or may require the Santa Rosa Plain GSA or its employees to take action and/or provide services; and

(iv) Direction given to the Administrator for implementation of those actions deemed by the Board to be necessary.

(e) Definition of Board Actions and appropriate uses thereof are indicated below:

(i) A "Minute Order" or "Motion" is appropriate when the action is not of a penal nature or intended to be a local law, where an ordinance or resolution is not specifically required, or where a formal document reflecting the Board's action is not necessary. The only record of such action is in the minutes of the meeting at which the action is taken.

(ii) A "Resolution" generally constitutes an expression of policy or opinion concerning some particular item of business and often evidences a decision by the Board concerning the administrative business of the Santa Rosa Plain GSA.

(iii) An "Ordinance" means a local law. It prescribes a rule of conduct prospective in operation, applicable generally to persons and things subject to the jurisdiction of the Santa Rosa Plain GSA.

## 5.15. ADMINISTRATIVE DECISIONS

(a) An administrative decision is an action or decision made by the Board which is subject to review by a court of competent jurisdiction. Such decisions include: suspension, demotion, or dismissal of an officer or employee; revoking or denying an application for a permit, license or other entitlement; or imposing a civil or administrative penalty, fine, charge or cost.

(b) Judicial review of all administrative decisions of the Board may be sought pursuant to the provisions of Section 1094.5 of the Code of Civil Procedure of the State of California. The procedural provisions of Section 1094.6 of said Code, including the time limitations, shall apply to any such proceeding. The provisions of Section 1094.6 shall prevail over any conflicting provision and any otherwise applicable law, rule, policy or regulation of the Santa Rosa Plain GSA affecting the subject matter of an appeal. The purpose of these Code sections is to ensure efficient administration of the Santa Rosa Plain GSA by providing for the expeditious review of decisions rendered by the Board. Section 1094.6 specifically establishes a ninety-(90) day time limit to initiate a lawsuit to challenge a Santa Rosa Plain GSA administrative decision. The short time period is intended to provide finality to Board decisions.

## ARTICLE VI
## BOARD COMMITTEES

### 6.1. GENERALLY

Committees of the Board may be Standing or Ad hoc. Committees are not empowered to act for the Board, but rather, they review, study, and consider issues in order to make recommendations to the full Board. Members of all Committees shall be appointed by and serve at the pleasure of the Chairperson of the Board.

### 6.2. STANDING OR AD HOC COMMITTEES

(a) The Board may from time to time establish standing or ad hoc committees to assist in carrying out the purposes and objects of the Authority. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them.

(b) The Board Chairperson shall appoint and publicly announce the members of any Standing Committees, which must consist of less than a quorum of the Board.

(c) A Standing Committee is a Board-created committee (i.e. – Finance, Human Resources, etc.) which has continuing jurisdiction over a particular subject matter and meets either on a scheduled basis or as directed by the Board Chairperson. Only Santa Rosa Plain GSA Directors may serve as members of Standing Committees. Standing Committee meetings are held in the City of Santa Rosa's Utility Field Office, 35 Stony Point Road, Santa Rosa, CA 95401, unless a special need arises to meet elsewhere within Santa Rosa Plain GSA boundaries, and shall be properly noticed under the provisions of the Brown Act.

### 6.3. ADVISORY COMMITTEE

(a) ***Purpose***

(i) The purpose of the Aadvisory Ccommittee is to advise the Board on groundwater sustainability plan development and implementation and GSA policies. The intent of the committee is to provide community perspective and participation in the GSA. The Advisory Committee will review and/or provide recommendations to the ~~GSA~~ Board on groundwater-related issues that may include:

(A) Development, adoption or amendment of the GSP;

(B) Sustainability goals, measurable thresholds, and objectives;

(C) Technical and Reporting Standards, including Best Management Practices, data management and reporting;

(D) Monitoring programs;

(E) Annual Work Plans and Reports (including mandatory 5-year milestone reports);

(F) Modeling activities;

(G) Inter-basin coordination activities;

(H) Project and Management Actions;

(I) Grant funding proposals;

(J) Community outreach;

(K) SGMA Regulations; and

(L) Fee proposals.

(b) ***Composition***

(i) The Aadvisory Ccommittee shall have ~~twelve~~ eighteen (1~~2~~8) members based on the interest group and member agency designations described below:

(A) Member Agencies shall each appoint one (1) at-large member; ~~and~~

~~(A)~~(B) One (1) at-large member shall be appointed by the Federated Indians of Graton Rancheria; and

~~(B)~~(C) ~~Six~~ Seven (~~6~~7) interest-based appointees shall be appointed by the Board:

(1) Two (2) ~~E~~environmental representatives (from an organization with a presence in the Basin);

(2) Two (2) ~~R~~rural residential well owners;

(3) One (1) ~~B~~business community representative; and

~~(4)~~ Two (2) ~~A~~agricultural interests (surface water or groundwater user)~~;~~

~~(5) At-large community representative (hydrologist/geologist preference); and~~

~~(6)~~(4) ~~At-large community representative~~.

(ii) The Board shall appoint members to fill the interest-based seats based on applications to the Board made by interested individuals from the community or local organizations.

(A) The Board encourages interest groups to work together to recommend a single candidate to fill that interest's seat.

(B) The Board will give strong consideration to appointing candidates that have the backing of multiple organizations or individuals within that interest group and familiarity with groundwater and its management. The Board will also give preference to applicants with experience working with diverse community-based groups.

(C) For the ~~at-large~~interest-based community representatives, the ~~GSA b~~Board will give strong preference to applicants who live or work within a Disadvantaged Community (as defined in SGMA), and to applicants that can represent the interests of disadvantaged populations or interests that are otherwise under-represented on the Advisory Committee.

(iii) The Board will establish a timeline and process for appointment of the initial A~~a~~dvisory C~~c~~ommittee following GSA formation. The initial Advisory Committee appointments will include ~~six~~ seven (~~6~~7) seats with three-year terms (interest-based categories) and ~~six~~ eleven (~~6~~11) seats with two-year terms (at-large). Following initial committee appointment, all terms will be two (2) years.

(iv) Appointees are not term-limited; however, they must apply for each term.

(v) If a vacancy occurs for an interest-based seat before the end of the term, the Board will appoint a new individual to complete the term. At-large vacancies shall be filled by the appointing Member.

(vi) By supermajority vote, the Board may add one or more additional interest-based appointee positions to the Advisory Committee.

(vii) The Board can remove an interest-based committee member by vote if the member is not performing their responsibilities as described in the Advisory Committee Charter.

(c) ***Committee Work***

(i) Pursuant to Board direction, GSA staff will develop the annual work plan and schedule for committee meetings. The Advisory Committee shall adopt a charter and appoint a chairperson and vice-chairperson.

(ii) To inform Board decision-making, the Advisory Committee shall provide written recommendations in reports. The recommendation reports shall identify areas of agreement and disagreement. The committee shall strive for consensus when

possible, but reaching consensus is not necessary. Consensus means that everyone can at least "live with it." When unable to reach a consensus on recommendations, the committee will outline the areas in which it does not agree, providing some explanation to inform Board decision-making.

(iii) The committee may request that one or more committee members present its recommendations to the Board, including areas of agreement and disagreement, consistent with committee deliberations.

(iv) The Board shall consider Aadvisory Ccommittee recommendations when making decisions. The Board is not bound by the Advisory Committee recommendations, and shall exercise its independent judgment. If the governing bBoard does not agree with the recommendations of the Advisory Committee, the governing bBoard shall state the reasonings for its decision.

## ARTICLE VII
## CODE OF ETHICS

### 7.1. INTEGRITY

A Director must make every reasonable effort to avoid placing themselves under any financial or other obligation to any individual or organization that might reasonably be thought to influence the Director's performance of his or hertheir duties.

### 7.2. LEADERSHIP

A Director has a duty to promote and support the key principles in this code of ethics by leadership and example, and to maintain and strengthen the public's trust and confidence in the integrity of the Santa Rosa Plain GSA.

### 7.3. SELFLESSNESS

A Director has a duty both ethically and legally to make decisions solely in the public's interest. A Director must not act in order to gain financial or other benefits for themselves, their family, friends or business interests. This means making decisions because they benefit the Santa Rosa Plain GSA and the public it serves, not because they benefit the decision maker.

### 7.4. OBJECTIVITY

A Director shall endeavor to make decisions solely on merit, free from bias and in accordance with the Director's statutory and ethical obligations when carrying out public business.

### 7.5. ACCOUNTABILITY

A Director is accountable to the public for their decisions and actions, preparing and researching as necessary to understand matters before the Board, and must consider issues on their merits, taking into account the views of others.

### 7.6. OPENNESS

A Director has a duty to be as open as possible about their decisions and actions and give reasons for decisions.

7.7. **HONESTY**

A Director has a duty to act honestly. As required by law, a Director must disclose any private interests relating to ~~his or her~~their public duties and take steps to resolve any conflicts arising in such a way that protects the public's interest, and~~/or~~ recuse or ~~/~~disqualify ~~himself or herself~~themselves from taking any action which would constitute a conflict of interest.

7.8. **RESPECT**

A Director must treat others with respect at all times, regardless of policy or personal disagreements, and observe the rights of other people. A Director must treat fellow Directors, officials, staff, customers and the public with courtesy and civility.

7.9. **TRAINING**

Directors and the Administrator are required by law to take ethics training every two (2) years. No cost training is available on the Fair Political Practices Commission (FPPC) website. Note that there is a minimum two (2) hour training requirement before taking the accompanying FPPC website test. After completing the test, Directors must print out and sign the "Online Proof of Participation Certificate" and return to the Board Secretary or Deputy Secretary.

Directors are also required by law to take sexual harassment training every two (2) years, and must provide evidence of participation to the Board Secretary or Deputy Secretary.

The Board Secretary or Deputy Secretary shall transmit proof of compliance with the required ethics and sexual harassment training to the Administrator and the Administrator shall maintain the records of compliance.

7.10. **VIOLATION OF CODE OF ETHICS OR CONDUCT**

An actual or perceived violation of this policy by a Director should be referred to the Chairperson of the Board or the full Board ~~of Directors~~ for investigation and consideration of any appropriate action. Appropriate action depends on the circumstances of the actual or perceived violation. Depending on the nature of the alleged violation, the Board may, as appropriate, determine a specific remedy or report the alleged violation to an appropriate authority. In all cases, the Board will pursue a course consistent with applicable legal requirements, the public's interest, and the best interests of the Board and the Santa Rosa Plain GSA.

## ARTICLE VIII
## USE OF CONFIDENTIAL INFORMATION

8.1. **CONFIDENTIAL INFORMATION; DISCLOSURE**

A Director is not authorized, without approval of the Board ~~of Directors~~, to disclose information that qualifies as confidential information to a person not authorized to receive it. Under applicable provisions of law, information qualifies as confidential if it (1) has been received for, or during, a

closed session meeting of the Board, (2) is protected from disclosure under attorney~~/~~-client or other evidentiary privilege, or (3) is not required to be disclosed, is exempted from disclosure, or disclosure is prohibited~~,~~ under the California Public Records Act.

8.2. **EXCEPTIONS**

(a) This section does not prohibit a Director from taking any of the following actions:

(i) making a confidential inquiry or complaint to ~~a Santa Rosa Plain GSA attorney~~Legal Counsel or a grand jury concerning a perceived violation of law, including disclosing facts to ~~a Santa Rosa Plain GSA attorney~~Legal Counsel or a grand jury that are necessary to establish the alleged unlawfulness of an action taken by the Santa Rosa Plain GSA, an elected official or employee; or

(ii) expressing publicly an opinion concerning the propriety or lawfulness of any action taken or considered by the Santa Rosa Plain GSA in closed session, including disclosure of the general nature of the allegedly unlawful action; or

(iii) disclosing non-confidential information which may be acquired during a closed session.

(b) Notwithstanding the authorized disclosure categories in ~~Prior to disclosing confidential information pursuant to~~ (i)-(iii)~~,~~ above, Directors shall first ~~bring the~~provide notice of the matter to the attention of Legal Counsel, the Administrator, and the Chairperson in writing and at the earliest reasonable opportunity, prior to making such disclosure. ~~, or the full Board to provide the Board an opportunity to cure~~ If the matter involves an alleged violation of any applicable law, regulation, or policy relating to an action or omission by the Santa Rosa Plain GSA, a Director, or GSA employee, the Director seeking to disclose such matter ~~, unless doing so would itself constitute a violation of law, court order, or any other statutory obligation~~shall allow thirty (30) days after delivery of the written notice for Legal Counsel and/or the Board to respond and, if appropriate, to cure the alleged violation, before making any disclosure. This subsection (b) shall not apply if compliance therewith would itself constitute a violation of law, court order, or any other statutory obligation.

8.3. **CRIMINAL LIABILITY**

A Director who willfully and knowingly discloses confidential information received in the course of ~~his or her~~their official duties for monetary gain may be guilty of a misdemeanor under Government Code section 1098.

## ARTICLE IX
## IMPROPER ACTIVITIES; REPORTING; "WHISTLEBLOWER" PROTECTION

9.1. **ADMINISTRATOR'S OVERSIGHT RESPONSIBILITY**

The Administrator has primary responsibility for (1) ensuring compliance with the Santa Rosa Plain GSA's Personnel Manual, and ensuring that Santa Rosa Plain GSA employees do not engage in improper activities, (2) investigating allegations of improper activities and reporting these

allegations to the Board as appropriate, and (3) taking appropriate corrective and disciplinary actions and reporting these actions to the Board as appropriate.

9.2. **BOARD OVERSIGHT**

The Board has a duty to ensure that the Administrator is operating the Santa Rosa Plain GSA according to law and the policies approved by the Board. Directors are encouraged to fulfill their obligation to the public and the Santa Rosa Plain GSA by disclosing to the Administrator, to the extent not prohibited by law, court order, or other statutory obligation, any improper activities within their knowledge.

9.3. **NON-INTERFERENCE WITH CORRECTIVE ACTION; BOARD INTERVENTION**

Directors shall not interfere with the Administrator's responsibilities in identifying, investigating and correcting improper activities, unless the Board determines that the Administrator is not properly carrying out these responsibilities and further determines to take additional actions as it deems appropriate to protect the Santa Rosa Plain GSA and the public interest.

9.4. **PROTECTION FROM RETALIATION**

A Director shall not directly or indirectly use or attempt to use the authority or influence of ~~his or her~~their position for the purpose of intimidating, threatening, coercing, commanding or influencing any other person for the purpose of preventing such person from acting in good faith to report or otherwise bring to the attention of the Administrator or~~f~~ the Board any information that, if true, would constitute: a work-related violation by a Director or Santa Rosa Plain GSA employee of any law or regulation; gross waste of Santa Rosa Plain GSA funds; gross abuse of authority; a specified and substantial danger to public health or safety due to an act or omission of a Santa Rosa Plain GSA official or employee; use of a Santa Rosa Plain GSA office or position or of Santa Rosa Plain GSA resources for personal gain; or a conflict of interest of a Santa Rosa Plain GSA Director or Santa Rosa Plain GSA employee.

A Director shall not use or threaten to use any official authority or influence to effect any action as retaliation against a Santa Rosa Plain GSA Director, Santa Rosa Plain GSA employee, or member of the public who reports or otherwise brings to the attention of the Administrator any information regarding the subjects described in this section. (Gov. Code, §§ 53298 and 53298.5; Lab. Code, §§ 1102.5 et seq.)

## ARTICLE X
## FAIR AND EQUAL TREATMENT

10.1. **NON-DISCRIMINATION**

Directors, in the performance of their official duties and responsibilities, will not discriminate against or harass any person on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual orientation, medical condition or disability.

10.2. **EQUAL TREATMENT**

A Director will not grant any special consideration, treatment or advantage to any person or group beyond that which is available to every other person or group in similar circumstances.

## ARTICLE XI
## PROPER USE AND SAFEGUARDING OF SANTA ROSA PLAIN GSA PROPERTY AND RESOURCES

The California Constitution prohibits a Director from making a "gift of public funds" by utilizing or permitting the use of Santa Rosa Plain GSA owned vehicles, equipment, telephones, materials or property for ~~his or her~~their personal benefit or for the benefit of third parties without legal authorization. A Director will not ask or require a Santa Rosa Plain GSA employee to perform services for the personal benefit or profit of a Director. Each Director must protect and properly use any Santa Rosa Plain GSA asset within ~~his or her~~their control, including information recorded on paper or in electronic form. Directors will safeguard Santa Rosa Plain GSA property, equipment, moneys, and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

## ARTICLE XII
## INSURANCE

### 12.1. LIABILITY COVERAGE

The Santa Rosa Plain GSA maintains Public Officials Errors and Omissions Liability coverage that insures the Santa Rosa Plain GSA's Board and Officers against claims made against them for "breach of duty" occurring through negligence, error or unintentional omission in the performance of their official duties. However, Directors may be personally responsible for ~~a~~ willful misconduct or a willful breach of Santa Rosa Plain GSA Policies and Procedures.

### 12.2. WORKERS COMPENSATION

To the extent required by law, the Santa Rosa Plain GSA shall maintain worker's compensation insurance or its lawful equivalent at the statutory limit. Prior to the hiring of any employees, the Santa Rosa Plain GSA shall also procure Employer's Liability Coverage, and shall maintain such coverage for so long as the Santa Rosa Plain GSA has employees.

**EXHIBIT D**

Proposed Bylaws, as Amended
*Clean Version*

# SANTA ROSA PLAIN GROUNDWATER SUSTAINABILITY AGENCY

# BYLAWS

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## ARTICLE I
## INTRODUCTION

### 1.1. HISTORY

On September 16, 2014, Governor Edmund G. Brown Jr. signed three bills: AB 1739 by Assemblymember Roger Dickinson and SB 1168 and SB 1319 by Senator Fran Pavley which created a framework for sustainable, local groundwater management for the first time in California history. Collectively, this legislation is known as the Sustainable Groundwater Management Act ("SGMA") and gives power to local agencies (e.g. cities, counties, water districts, and resource conservation districts) to sustainably manage groundwater over the long term and requires them to develop Groundwater Sustainability Plans tailored to their regional economic and environmental needs.

The Santa Rosa Plain sub-basin is designated as a medium-priority groundwater basin as defined by the Department of Water Resources ("DWR") requiring the formation of this Groundwater Sustainability Agency ("GSA"), development of a Groundwater Sustainability Plan ("GSP"), and required groundwater management activities. The service area for the Santa Rosa Plain Groundwater Sustainability Agency ("Santa Rosa Plain GSA") is defined by DWR's Bulletin 118.

Through a collaborative process, the City of Cotati, City of Rohnert Park, City of Santa Rosa, Town of Windsor, Sonoma Resource Conservation District, Gold Ridge Resource Conservation District, Sonoma County Water Agency, Independent Water Systems and County of Sonoma created the Santa Rosa Plain GSA through a Joint Exercise of Powers Agreement ("JPA Agreement").

Under the requirements of SGMA, the Santa Rosa Plain GSA is mandated to develop a GSP by January 31, 2022 and must achieve groundwater sustainability within 20 years of plan adoption.

### 1.2. PURPOSE AND SCOPE

It is the intent of the Santa Rosa Plain GSA Board of Directors ("Board") that the Bylaws facilitate proper conduct of Santa Rosa Plain GSA business. The policy of the Santa Rosa Plain GSA is to maintain the highest ethical standards for its Directors. The proper operation of the Santa Rosa Plain GSA requires that decisions and policies be made within the proper channels of governmental structure, that public office not be used for personal gain, and that Directors remain objective and responsive to the needs of the public they serve. Accordingly, it is the policy of the Santa Rosa Plain GSA that Directors and Santa Rosa Plain GSA employees maintain the highest standard of personal honesty and fairness in carrying out their duties. If all or any portion of these Bylaws or any Santa Rosa Plain GSA policy is in conflict with federal or state law or regulations that apply to the Santa Rosa Plain GSA, said legislation or regulations shall prevail. If any portion of these Bylaws conflicts with the JPA Agreement, the terms of the JPA Agreement shall govern.

### 1.3. BASIS OF AUTHORITY

(a) The Santa Rosa Plain GSA is a Joint Powers Authority of the City of Cotati, City of Rohnert Park, City of Santa Rosa, City of Sebastopol, Town of Windsor, Sonoma Resource Conservation District, Gold Ridge Resource Conservation District, Sonoma County Water Agency, Independent Water Suppliers and County of Sonoma ("Member Agencies"), authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the

California Government Code) for the express purpose of implementing the SGMA, as set forth in California Water Code Section 10720.1.

(b) The Board is the legislative body, and functions as the Santa Rosa Plain GSA's policymaking body. It can only function as a unit, where no individual Director has authority with regard to any aspect of Santa Rosa Plain GSA business, except as a member of the collective Board.

## ARTICLE II
## GOVERNANCE

### 2.1. COMPOSITION; TERMS; VACANCIES

(a) The Board shall be composed of one Director and one Alternate Director from each Member Agency's governing body.

(b) Each Member Agency shall elect or appoint one Director and one Alternate Director. Each Member Agency may also appoint one Second Alternate Director. In the event any Director or Alternate or Second Alternate Director is removed, has resigned, or a new appointment has been made, the Member Agency shall notify the Santa Rosa Plain GSA within fifteen (15) days of occurrence.

(c) The Alternate Director shall serve and assume the rights and duties of the Director when the Director is absent or recused from a Board meeting or is otherwise incapacitated from carrying out the duties of their office. The Second Alternate Director shall serve and assume the rights and duties of the Director when both the Director and Alternate Director are absent or recused from a Board meeting or are otherwise incapacitated from carrying out the duties of their office. The Second Alternate Director shall be limited to attending no more than two (2) Board meetings during any calendar year.

(d) Directors, Alternates, and Second Alternate Directors shall serve at the pleasure of their Member Agency's governing body. Directors may be removed at any time, with or without cause, at the sole discretion of their Member Agency's governing body. The roles and qualifications of Directors, Alternates, and Second Alternate Directors are subject to any other applicable provisions of the JPA Agreement.

(e) Except in cases of removal by their Member Agency's governing body or resignation, Directors shall hold office until their successor is selected and the Santa Rosa Plain GSA has been notified of the succession. In cases of removal or resignation, the position shall be vacant until the Member Agency appoints a new Director. At the Member Agency's election, the Member Agency may designate their Alternate Director to automatically fill any such vacancy or alternatively may keep their position on the Board until such time as their governing body elects or appoints a new Director.

(f) If the Member Agency's governing body fails to fill a vacancy within ninety (90) days, the Board may appoint someone to fill the vacancy according to these procedures:

(i) The Board shall post notice of its intent to fill the vacancy by appointment for no less than fourteen (14) days and solicit interested parties to submit applications.

(ii) At its first regularly scheduled meeting or special meeting following the minimum notice period, the Board shall consider all applicants to fill the vacancy unless the Member Agency has acted to fill the vacancy in the interim. The Santa Rosa Plain GSA may reject all applicants and continue to hold the position vacant.

(iii) If the Board falls below a quorum by reason of a vacancy, a majority of the remaining Directors may waive the ninety-(90) day period and appoint immediately. Under these circumstances, the Board shall only fill enough vacancies to provide a quorum. Seats with the longest vacancy will be filled first.

(iv) Board appointees shall hold office through the unexpired balance of the term of office or until the Member Agency's governing body appoints a replacement of the Santa Rosa Plain GSA's appointee.

(g) In serving on the Board, Directors do not represent any other political or elected bodies, fractional segment or region of the community, but are part of a legislative body that represents and acts for the Santa Rosa Plain GSA as a whole.

2.2. **SOLICITING POLITICAL CONTRIBUTIONS**

(a) Directors shall not solicit political funds or contributions at Santa Rosa Plain GSA facilities or at times and places where Santa Rosa Plain GSA business is being conducted, and Directors shall not accept, solicit or direct a political contribution from:

(i) Santa Rosa Plain GSA employees, officers, consultants or contractors; or

(ii) Vendors or consultants who have a material financial interest in a contract or other matter while that contract or other matter is pending before the Santa Rosa Plain GSA.

2.3. **DUTIES AND RESPONSIBILITIES**

(a) Directors shall uphold the Constitution of the United States and the Constitution of the State of California.

(b) Directors shall comply with all applicable laws regulating their conduct, including laws relating to conflicts of interest, financial disclosures, and open government laws.

(c) The Board shall set the policy for the Santa Rosa Plain GSA in accordance with these Bylaws.

(d) The Board shall monitor Santa Rosa Plain GSA's progress in attaining its goals and objectives, while pursuing its mission.

(e) The Board shall establish goals, objectives, expectations, and measurement criteria for the Administrator's performance.

(f) For the benefit of operational efficiency, Directors shall direct all requests for information to the Administrator. If the Administrator's response is inadequate, Directors may contact

the Board Chairperson or raise the issue at a Board meeting. Issues brought to the Board may be added to the agenda of a future meeting at the discretion of the Board.

(g) Directors shall attend all meetings of the Board and of any Committee to which they may be assigned. Directors are required by law to abstain from participating in consideration of any item involving a personal or financial conflict of interest. Even the appearance of a conflict should be avoided. Unless such a conflict of interest exists, Directors should fully participate in the Board's decision-making responsibilities.

(h) Directors shall not individually commit the Santa Rosa Plain GSA to any policy, act, or expenditure without prior Board approval nor give direction to the Administrator, staff, contract personnel or consultants without prior Board approval.

(i) Directors shall abide by the provisions of the Ralph M. Brown Act, Government Code section 54950, *et seq.* ("Brown Act"), by only exercising their authority during duly noticed public meetings.

(j) Directors shall not delegate their authority to act as a Director, nor will any Director's vote be recorded in the proceedings of any Board meeting at which the Director is not present.

2.4. **CONFLICTS OF INTEREST**

Directors shall abide by the Santa Rosa Plain GSA Conflict of Interest Code.

2.5. **BOARD OFFICERS**

(a) With the exception of certain matters specified in the JPA Agreement and where the law requires a supermajority (two-thirds or greater) or unanimous vote, affirmative votes of a majority (51% or greater) of Directors are required for the Board to act on any matter.

(b) Commencing January 1, 2019, Directors shall elect a Chairperson and Vice-Chairperson of the Board, which Officers shall hold office according to the term duration prescribed in Section 6.04 of the JPA Agreement. Terms shall commence on January 1 and Directors may serve for multiple consecutive terms. Officers of the Board may be removed and replaced at any time, with or without cause by a Board vote. In the event that an Officer of the Board loses their position, their office becomes vacant, and the Board shall elect a new Officer from existing Board members to serve the remaining Officer term.

(c) The Chairperson presides at all Board meetings and leads the Board in conducting its business. The Chairperson may refer items to committees prior to Board action. The Chairperson votes last in any roll call vote.

(d) The Chairperson has the same rights in voting, introducing motions, resolutions and ordinances, and discussions as other Directors.

(e) The Chairperson shall ensure that each Director is provided all necessary information pertaining to Santa Rosa Plain GSA business in sufficient time to participate in discussions and decisions in an informed manner.

(f) The Chairperson, or their designee, shall execute Santa Rosa Plain GSA documents, as directed by the Board.

(g) On occasion, the Board will delegate to the Chairperson or to their designee, authority to represent the Santa Rosa Plain GSA at a meeting or event. When this occurs, the Director only has the authority that was specifically delegated by the Board.

(h) In the Chairperson's absence, the Vice-Chairperson serves as the Chairperson in all capacities described in these Bylaws. If both the Chairperson and Vice-Chairperson are absent, the Secretary calls the meeting to order and acts as Chairperson until the remaining Directors select one of themselves to act as the presiding officer until such time as either the Chairperson or the Vice-Chairperson is able to assume their respective responsibilities.

(i) In order to present a positive image to the public, customers, and residents, Directors should strive to maintain a professional appearance while performing their duties as Directors.

## ARTICLE III
## ADMINISTRATION

### 3.1. APPOINTED STAFF

Appointed Staff includes the Administrator of the Santa Rosa Plain GSA, the Secretary of the Board, Legal Counsel, and the Auditor who is appointed by the Board and reports to the Board as a whole.

(a) ***Administrator***

(i) The Administrator shall be appointed by the Board and serve at its pleasure. The Administrator is the chief executive officer of the Santa Rosa Plain GSA, and carries out Board policies, directs Santa Rosa Plain GSA operations, provides daily supervision to Santa Rosa Plain GSA staff, controls Santa Rosa Plain GSA expenditures, and ensures conformance with Santa Rosa Plain GSA policies. Based on the delegation of authority made by the Member Agencies in the JPA Agreement and the Board under these Bylaws, the Administrator shall have the following responsibilities and authority:

(A) Make and carry out day-to-day management decisions.

(B) Employ, compensate, terminate, assign duties to, and direct the daily activities of all Santa Rosa Plain GSA employees.

(C) Provide day-to-day directions and guidance to, but not appoint or dismiss, Santa Rosa Plain GSA Legal Counsel, Auditor, and other Board appointees.

(D) Prepare Santa Rosa Plain GSA employee job classifications and descriptions of duties with corresponding salary ranges for review and approval by the Board.

(E) Define scope and select, dismiss, and direct activities of contractors and consultants performing services for the Santa Rosa Plain GSA.

(F) Manage Santa Rosa Plain GSA financial operations including overseeing Santa Rosa Plain GSA's investments and ensure conformity with the Santa Rosa Plain GSA's Investment Policy.

(G) Expend budgeted funds in compliance with Chapter 2, Article V of the Sonoma County Code of Ordinances.

(H) Authorize purchases of up to and including $50,000 in conformance with the annual Board-approved budget. Purchases of more than $50,000 shall require the approval of the Board.

(I) Expend up to and including ten thousand dollars ($10,000) for each item not specifically enumerated in the Santa Rosa Plain GSA's annual budget, provided there are sufficient budgetary appropriations within the Operations and Maintenance budget and the Capital Improvement Projects budget.

(J) Expend non-budgeted funds to meet an Emergency. An Emergency is defined as any circumstance which directly or potentially adversely affects the ability of the Santa Rosa Plain GSA to perform its services, which puts Santa Rosa Plain GSA personnel or property in jeopardy, or which may jeopardize public health or property of the community or its residents or essential municipal services. The Administrator shall determine that an emergency exists and shall immediately inform the Directors of the Emergency. Such notification shall include the nature of the Emergency, the steps taken or necessary to address the Emergency, and any expenditures incurred to address the Emergency. If applicable, the Administrator shall seek ratification of the decisions made.

(K) Solely sign Santa Rosa Plain GSA checks and/or claims requests in the amount of ten thousand dollars ($10,000) or less. Any amount over ten thousand dollars ($10,000) requires the signatures of the Administrator and the Chairperson or the Chairperson's designee. In the event the Administrator is unavailable to sign checks, checks of any amount require the signatures of two Directors, one of which shall be the Chairperson.

(L) Execute time and cost Change Orders.

(M) Appoint a Deputy Secretary, if the Board appoints the Administrator as Board Secretary. The Deputy Secretary shall assist the Administrator, acting as Board Secretary, to fulfill the duties set forth in Section 3.1(b) and may act in the Board Secretary's place in their absence.

(N) Prepare, sign, and transmit written correspondence on behalf of the Santa Rosa Plain GSA, including public comment letters and letters of support or opposition, provided that such correspondence is consistent

with and advances the Santa Rosa Plain GSA's sustainability goals in the GSP, other GSA policies, and applicable law, including SGMA. The Administrator's preparation, signing, or transmittal of written correspondence will comply with the following:

(1) Routine administrative correspondence. The Administrator is authorized to prepare, sign, and transmit routine administrative correspondence without prior approval of the Board when the correspondence is consistent with and advances prior Board direction, the GSP, SGMA, or other applicable law. Routine administrative correspondence may include, but is not limited to, comments on general plans and development proposals to recommend consistency with the GSP, permit review and interagency coordination letters, and letters of support for grant or funding applications that support implementation of the GSP.

(2) Non-routine/policy correspondence. For correspondence that seeks to establish or communicate a policy position of the Santa Rosa Plain GSA on a matter where the Board has not given prior direction, or addresses matters where the GSP does not provide clear guidance, the Administrator shall obtain approval by a majority vote of the Board prior to transmitting the correspondence.

(3) Time-sensitive approvals. If the Administrator determines that non-routine/policy correspondence described in subsection (2) is time-sensitive and cannot reasonably be deferred to the next regular meeting of the Board, then the Chairperson, or Vice Chairperson in the event that the Chairperson is unavailable, may approve the Administrator's transmittal of the correspondence in writing, provided that the Administrator shall disclose the correspondence and provide a copy of the final transmitted correspondence to the Board at the next regular meeting, and the final transmitted correspondence shall be included in the agenda packet. This subsection (3) shall not authorize the Administrator to take any action that is within the sole discretion and authority of the Board pursuant to these Bylaws and the JPA Agreement.

(ii) Terms and conditions of the Administrator's employment shall be specified in an employment agreement between the Administrator and the Board and any amendment(s) thereto.

(b) ***Board Secretary***

The Board Secretary is appointed by the Board, reports to the Board as a whole, and shall be responsible for the following:

(i) Provide a record of all proceedings conducted at meetings of the Board and Standing Committees, to be retained at the Santa Rosa Plain GSA office.

(ii) Maintain accurate, up-to-date records of Santa Rosa Plain GSA documents in a safe location.

(iii) Post all legal notices.

(iv) Receive all correspondence or documents addressed to the Board, and serve as the Santa Rosa Plain GSA's agent for receipt of subpoenas, petitions or other legal documents that are served on the Santa Rosa Plain GSA.

(v) Call meetings to order in the absence of the Chairperson and Vice-Chairperson and preside until the remaining members present select one of themselves to preside at the meeting.

(vi) Administer the Oath of Office to members of the Board.

(vii) Verify and attest signatures on all legal documents.

(viii) In consultation with Legal Counsel, respond to all Public Records Act requests.

(ix) Possess working knowledge of the Ralph M. Brown Act and Robert's Rules of Order.

(c) ***Legal Counsel***

Legal Counsel shall be a law firm (or consortium of member agencies' legal counsel – represented by a uniform voice) that is appointed by and reports to the Board. Legal Counsel shall have an attorney-client relationship with the Board, not with any individual Director or Santa Rosa Plain GSA employee or contractor. Legal Counsel shall represent the Board on all legal matters pertaining to the operation, maintenance, legal compliance, and other business of the Santa Rosa Plain GSA. Legal Counsel shall take direction from the Board, and the Administrator consistent with implementation of the direction of the Board.

(d) ***Auditor***

Auditor shall be a certified audit firm that is appointed by and reports to the Board. Auditor shall annually conduct an audit of the Santa Rosa Plain GSA and prepare an annual audit report. Auditor shall be rotated on a periodic basis and under no circumstances audit the Santa Rosa Plain GSA for more than five (5) consecutive years.

For any period in which the Santa Rosa Plain GSA uses the County Treasury as provided under Water Code section 10730(d), the Auditor shall annually conduct an audit of the Santa Rosa Plain GSA and prepare an annual audit report, or alternatively review the Santa Rosa Plain GSA's finances in another manner consistent with Government Code section 26909, et seq.

3.2. **CONSULTANTS**

The Board may from time-to-time select, retain, compensate, define the scope and efforts of, and dismiss consultants to support or provide information to the Board in developing policy-level decisions or in implementing Board actions. The responsibility for day-to-day direction of the work of the Consultant is delegated to the Administrator.

## ARTICLE IV
## DIRECTORS' COMPENSATION AND EXPENSE REIMBURSEMENT

(a) Board members shall serve without compensation. However, Board members may receive reasonable and necessary reimbursement for meals, lodging, and travel expenses incurred in attending any conference, meeting, or other event approved by the Board in advance.

(b) For a Board member to be reimbursed for reasonable and necessary travel expenses to and from a meeting, the meeting must be: (1) a "meeting" as defined in Government Code section 54952.2(a); (2) Board or committee meetings; or (3) conferences, meetings, or events related to or intended to inform Board members on matters within the jurisdiction of the Santa Rosa Plain GSA, provided that such conferences, meetings or events deal with substantive issues and consume more than a minor amount of the Board member's time.

(c) At the regular meeting of the Board following any meeting, conference, educational activity or other authorized event for which reimbursement is requested; the Director attending the event shall give a brief report of the meeting or event. If more than one (1) Director of the Santa Rosa Plain GSA attended the same meeting or event, a joint report may be made. Reports may be written or oral, but in the event a written report is submitted, the Director shall give a brief oral summary of the report at the meeting following the event.

4.2. **REIMBURSEMENT**

(a) Directors are encouraged to participate in outside activities and organizations that in the judgment of the Board further the interests of the Santa Rosa Plain GSA. Where authorized in advance, actual expenses incurred by Board members in connection with such activities are reimbursable. Under extraordinary circumstances, the Board may subsequently authorize reimbursement.

(i) All expenses must be reasonable and necessary, and Directors are encouraged to exercise prudence in all expenditures. This policy is intended to result in no personal gain or loss to a Director.

(ii) Mileage will be reimbursed at the then-current General Services Administration rate.

(iii) Directors may claim meal expenses at the rates specified by the California Department of Human Resources as such rates may be adjusted from time to time.

(iv) *Travel / Transportation Expenses*. The most economical mode and class of transportation reasonably consistent with scheduling needs must be used, using

the most direct and time-efficient route. If requested, Directors will be reimbursed for expenses incurred in traveling to and from conferences, meetings, and other events that are attended on behalf of the Santa Rosa Plain GSA in their capacity as Directors. Travel expenses will include round-trip airfare, actual reasonable expenses for ground transportation to and from airports and hotels, car rental, and/or mileage reimbursement (at the maximum allowable per mile established from time to time by the General Services Administration) for use by the Directors of privately owned vehicles in the conduct of Santa Rosa Plain GSA business.

(v) *Overnight Accommodations*. No reimbursement claim or request for overnight accommodations will be approved for expenses incurred within the Santa Rosa Plain GSA's service area, except upon approval of the Board. Reasonable accommodation expenses as established by the General Services Administration will be reimbursed only for the Directors, and such expenses will not be reimbursed for guests or family members of Directors. Where reasonably possible, accommodations will be obtained in proximity to the conference or meeting site.

(vi) Liquor, entertainment, travel insurance, personal telephone calls, child, pet, or household care, losses relating to theft or casualty of personal effects, fines and penalties for actions or inactions of the traveler, laundry, dry cleaning, or pressing of personal items, and expenses of any other person accompanying a Director are not eligible for reimbursement.

(vii) Expenditures that are improper or otherwise not properly accounted for, or that are not consistent with the prohibition against gifts of public funds set forth in the California Constitution, will not be reimbursed or accepted by the Santa Rosa Plain GSA.

(b) Directors shall submit requests for reimbursement along with evidence of expenses within four (4) weeks of the last day of the month in which the expenses were incurred.

(c) In compliance with Government Code section 53065.55, the Santa Rosa Plain GSA will prepare a list of the amount and purpose of each expense reimbursement made to each Director for the preceding fiscal year, which will be available to the public.

(d) A Director shall not attend a conference or training event for which there is an expense to the Santa Rosa Plain GSA if it occurs after the Director has announced their resignation, or if it occurs after an election in which it has been determined that they will not retain their seat on the Board.

## ARTICLE V
## BOARD MEETINGS, GENERAL

### 5.1. LOCATION; TIMING

Regular meetings of the Board shall be held at the times and places established annually by Resolution. The Board shall adopt the regular meeting schedule for the ensuing fiscal year no later

than the first regular meeting of each fiscal year, or at such other time as the Board may determine, and may amend the schedule from time to time by Resolution. Unless otherwise specified by the annual Resolution, all meetings of the Board shall be held in the City of Santa Rosa's Utility Field Office, 35 Stony Point Road, Santa Rosa, CA 95401. Unless otherwise specified by the annual Resolution or subsequent Resolutions, regular Board meetings shall commence at 1:00 p.m. Pacific Time. If the noticed meeting location becomes unavailable or impracticable, the Administrator, in consultation with the Chairperson, may relocate that meeting to an alternate location within the Santa Rosa Plain GSA service area or the service area of one of the Member Agencies, provided that notice is given in compliance with the Brown Act.

5.2. **TRANSPARENCY**

(a) The Board shall conduct the business of the Santa Rosa Plain GSA at meetings in conformance with the provisions of the Brown Act. All meetings of the Board, Standing Committees, and Advisory Committees shall be open to the public, except for closed sessions held in accordance with the Brown Act.

(b) The Board Chairperson and the Administrator shall ensure that appropriate information is available for the public at meetings of the Board, and that physical facilities for said meetings are functional and appropriate. Prior to the start of a meeting, the order of business (sequence of existing agenda only) may be amended.

5.3. **NOTICE**

(a) Regular meetings require posting of the agenda a minimum of seventy-two (72) hours in advance and written notification to the Board, Santa Rosa Plain GSA Counsel, the local news media, and to any person requesting notice.

(b) The agenda must contain a brief general description of each item to be acted upon or discussed during the meeting.

5.4. **QUORUM**

A quorum must be present at all meetings for any business to be conducted. A quorum shall consist of a majority of the Directors representing the then-current Members of the Santa Rosa Plain GSA.

5.5. **SUBJECT MATTER**

(a) The Administrator, in cooperation with the Board Chairperson, shall prepare an agenda for each meeting of the Board and for all Standing Committee meetings. The Administrator shall prepare written information on each item of business requiring action or scheduled for discussion by the Board, and make this information available to the Board and members of the public prior to all meetings.

(b) An agenda and materials packet shall be prepared as specified for all Board meetings and shall be delivered to all Directors at least seventy-two (72) hours prior to a regular meeting and at least twenty-four (24) hours prior to special meetings. A full agenda packet will be available in the Santa Rosa Plain GSA foyer for public review.

(c) At least seventy-two (72) hours prior to the time of all regular meetings, an agenda, which includes all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously for public review at the City of Santa Rosa's Utility Field Office, 35 Stony Point Road, Santa Rosa, CA 95401 and on the GSA's website. The Santa Rosa Plain GSA has the option of posting the agendas at other places as deemed useful in keeping the public informed.

(d) The agenda for special meetings shall be posted in the same location as regular meeting agendas at least twenty-four (24) hours before the meetings. Agendas shall generally use the following order of business:

(i) Date, time, and location of meeting and information on how the public may review agenda materials and request any special accommodations needed

(ii) Meeting type (i.e., Regular or Special Meeting)

(iii) Call to Order - Roll Call

(iv) Consent Calendar

(v) Chairperson and Directors' Reports or Comments

(vi) Advisory Committee Report

(vii) Public Presentations, Hearings and Workshops

(viii) General Business (Old/New Business)

(ix) Administrator and Operational Reports

(x) Closed Session

(xi) Reconvene in Open Session

(xii) Public Comments

(xiii) Request for Future Agenda Items

## 5.6. CLOSED SESSION

At times during Board meetings, the Board may adjourn into closed session to discuss personnel matters, real estate negotiations, existing or anticipated litigation, or other matters as specified in the exceptions set forth in the Brown Act. Appropriate agenda descriptions are also required for closed session items.

## 5.7. SPECIAL MEETINGS

Special meetings of the Board may be called by the Board Chairperson or a majority of the Board. Special meetings shall be held in compliance with the Brown Act, including by providing at least twenty-four (24) hours' notice describing the business to be transacted or discussed.

5.8. **EMERGENCY SPECIAL MEETINGS**

(a) In the event of an emergency situation where prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency special meeting without complying with the twenty-four (24) hour notice required for special meetings of the Board. An emergency situation means a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of members of the Board. The Administrator, the Chairperson of the Board, or the Vice-Chairperson in the absence of the Chairperson, may determine that there is sufficient evidence to determine that an emergency exists and give notice of an emergency special meeting.

(b) Newspapers of general circulation in the Santa Rosa Plain GSA, radio stations, and television stations which have requested notice of special meetings in accordance with the Brown Act shall be notified at least one (1) hour prior to the emergency special meeting.

(i) In the event that telephone services are not functioning, the one-(1) hour notice requirement is waived, but the Administrator, or their designee, shall notify such newspapers, radio stations, or television stations of the holding of the meeting, and of any action taken by the Board, as soon after the meeting as possible.

(ii) During a crippling disaster, mass destruction, terrorist act, or planned terrorist activity that poses peril so immediate and significant that requiring one-(1) hour notice before holding an emergency meeting may endanger public health, safety, or both, notice shall be given by telephone to the news media at or near the time that the Board Chairperson or their designee notifies the Directors of the need for an emergency meeting.

(c) All rules governing special meetings shall be observed with the exception of the twenty-four-(24) hour notice. The minutes, a list of persons the Administrator or designee notified or attempted to notify, a copy of the roll call vote(s), and any actions taken at such meeting shall be posted for a minimum of ten (10) days in the City of Santa Rosa's Utility Field Office, 35 Stony Point Road, Santa Rosa, CA 95401 as soon after the meeting as possible.

5.9. **ADJOURNMENT**

A majority vote by the Board may terminate any Board meeting at any place in the agenda to any time and place specified in the order of adjournment, except that if no Directors are present at any regular or adjourned regular meeting, the Administrator may declare the meeting adjourned to a stated time and place, and the Administrator shall cause a written notice of adjournment to be provided to the Board, Santa Rosa Plain GSA Counsel, and the local news media and also posted at the places specified in Section 5.5(c), above.

5.10. **MINUTES**

(a) The Secretary of the Board shall keep minutes of all Board meetings. Minutes are to record actions taken; they are not intended to be verbatim records. Anyone wishing more information about a meeting shall be encouraged to listen to the recording made of each

meeting. Draft minutes shall be distributed to Directors for adoption at the next regular meeting.

(b) Minutes may be approved as part of the Consent Calendar. An audio recording shall be made of all regular and special meetings of the Board and shall be retained for thirty (30) days from the date of recording.

5.11. **LEGALITY OF PROCEEDINGS**

Any action taken by the Board which is subsequently ruled contrary to law by a decision of a court of competent jurisdiction shall be deemed revoked without further action by the Board.

5.12. **CONDUCT**

(a) Meetings of the Board shall be conducted by the Chairperson in a manner consistent with the policies of the Santa Rosa Plain GSA.

(b) Willful disruption of any meeting of the Board shall not be permitted. The Chairperson shall take whatever actions are necessary and legally appropriate to preserve order and decorum during Board meetings, including public hearings.

(c) In accordance with the Brown Act, the Chairperson may order any person or persons removed if they are causing a willful disruption of a meeting which prevents the meeting from proceeding.

(d) Where the health and safety of meeting attendees is jeopardized, the Chairperson may order the room to be cleared and subsequently conduct the Board's business without the public present. After clearing the room, the Chairperson may permit those persons who, in their opinion, were not responsible for the willful disruption to re-enter the meeting room. Duly accredited representatives of the news media shall be admitted to the remainder of the meeting.

5.13. **RULES OF ORDER**

(a) The latest edition of Robert's Rules of Order, Revised shall be an advisory guideline for meeting protocol. Santa Rosa Plain GSA policies, or state or federal law, shall prevail whenever they conflict with Robert's Rules of Order, Revised. If a Director believes order is not being maintained or procedures are not adequate, that Director should raise a point of order - not requiring a second - to the Chairperson. If the ruling of the Chairperson is not satisfactory to the Director, it may be appealed to the Board. A decision by a majority of the Board will determine the point of order.

(b) By a motion made, seconded, and approved by a majority vote, the Board may, at its discretion and at any meeting: 1) temporarily suspend these rules in whole or in part; 2) amend these rules in whole or in part; or 3) both.

(c) Motions, resolutions or ordinances shall be recorded as having passed or failed and individual votes will be recorded. All resolutions and ordinances adopted by the Board

shall be numbered consecutively starting new at the beginning of each fiscal year. The Chairperson may declare a short recess during any meeting, with approval of the Board.

5.14. **BOARD ACTION**

(a) Action can only be taken when a quorum is present. Calculating the number of votes required for a majority or supermajority vote is based on the number of Directors required pursuant to Article VII of the JPA Agreement.

(b) Only those items of business listed in the agenda shall be considered by the Board at any meeting, unless an emergency or urgency situation exists and additional items are added in the manner required by the Brown Act.

(c) Pursuant to Government Code section 54954.2 (b), the Board may take action on an item of business which did not appear on the posted agenda for the meeting if the Board determines that an emergency exists, or if by a supermajority vote the Board determines that there is a need for immediate action on a matter that arose subsequent to the posting of the agenda. To the extent the Santa Rosa Plain GSA's Joint Powers Agreement requires a higher voting threshold for a particular action, such higher threshold shall apply.

(d) Actions typically taken by the Board include, but are not limited to, the following:

(i) Adoption or rejection of Santa Rosa Plain GSA policies and regulations concerning the services provided by the Santa Rosa Plain GSA, adoption of rates and charges for Santa Rosa Plain GSA services, authorization of execution of contracts for professional and technical service, and authorization of execution of contracts for materials or supplies, or for design or construction of Santa Rosa Plain GSA facilities; and

(ii) Approval or rejection of proposals to commit Santa Rosa Plain GSA funds or facilities, including employment and dismissal of personnel; and

(iii) Approval or disapproval of non-emergency matters which require or may require the Santa Rosa Plain GSA or its employees to take action and/or provide services; and

(iv) Direction given to the Administrator for implementation of those actions deemed by the Board to be necessary.

(e) Definition of Board Actions and appropriate uses thereof are indicated below:

(i) A "Minute Order" or "Motion" is appropriate when the action is not of a penal nature or intended to be a local law, where an ordinance or resolution is not specifically required, or where a formal document reflecting the Board's action is not necessary. The only record of such action is in the minutes of the meeting at which the action is taken.

(ii) A "Resolution" generally constitutes an expression of policy or opinion concerning some particular item of business and often evidences a decision by the Board concerning the administrative business of the Santa Rosa Plain GSA.

(iii) An "Ordinance" means a local law. It prescribes a rule of conduct prospective in operation, applicable generally to persons and things subject to the jurisdiction of the Santa Rosa Plain GSA.

5.15. **ADMINISTRATIVE DECISIONS**

(a) An administrative decision is an action or decision made by the Board which is subject to review by a court of competent jurisdiction. Such decisions include: suspension, demotion, or dismissal of an officer or employee; revoking or denying an application for a permit, license or other entitlement; or imposing a civil or administrative penalty, fine, charge or cost.

(b) Judicial review of all administrative decisions of the Board may be sought pursuant to the provisions of Section 1094.5 of the Code of Civil Procedure of the State of California. The procedural provisions of Section 1094.6 of said Code, including the time limitations, shall apply to any such proceeding. The provisions of Section 1094.6 shall prevail over any conflicting provision and any otherwise applicable law, rule, policy or regulation of the Santa Rosa Plain GSA affecting the subject matter of an appeal. The purpose of these Code sections is to ensure efficient administration of the Santa Rosa Plain GSA by providing for the expeditious review of decisions rendered by the Board. Section 1094.6 specifically establishes a ninety-(90) day time limit to initiate a lawsuit to challenge a Santa Rosa Plain GSA administrative decision. The short time period is intended to provide finality to Board decisions.

## ARTICLE VI
## BOARD COMMITTEES

6.1. **GENERALLY**

Committees of the Board may be Standing or Ad hoc. Committees are not empowered to act for the Board, but rather, they review, study, and consider issues in order to make recommendations to the full Board. Members of all Committees shall be appointed by and serve at the pleasure of the Chairperson of the Board.

6.2. **STANDING OR AD HOC COMMITTEES**

(a) The Board may from time to time establish standing or ad hoc committees to assist in carrying out the purposes and objects of the Authority. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them.

(b) The Board Chairperson shall appoint and publicly announce the members of any Standing Committees, which must consist of less than a quorum of the Board.

(c) A Standing Committee is a Board-created committee (i.e. - Finance, Human Resources, etc.) which has continuing jurisdiction over a particular subject matter and meets either on a scheduled basis or as directed by the Board Chairperson. Only Santa Rosa Plain GSA Directors may serve as members of Standing Committees. Standing Committee meetings are held in the City of Santa Rosa's Utility Field Office, 35 Stony Point Road, Santa Rosa, CA 95401, unless a special need arises to meet elsewhere within Santa Rosa Plain GSA boundaries, and shall be properly noticed under the provisions of the Brown Act.

6.3. **ADVISORY COMMITTEE**

(a) ***Purpose***

(i) The purpose of the Advisory Committee is to advise the Board on groundwater sustainability plan development and implementation and GSA policies. The intent of the committee is to provide community perspective and participation in the GSA. The Advisory Committee will review and/or provide recommendations to the Board on groundwater-related issues that may include:

(A) Development, adoption or amendment of the GSP;

(B) Sustainability goals, measurable thresholds, and objectives;

(C) Technical and Reporting Standards, including Best Management Practices, data management and reporting;

(D) Monitoring programs;

(E) Annual Work Plans and Reports (including mandatory 5-year milestone reports);

(F) Modeling activities;

(G) Inter-basin coordination activities;

(H) Project and Management Actions;

(I) Grant funding proposals;

(J) Community outreach;

(K) SGMA Regulations; and

(L) Fee proposals.

(b) ***Composition***

(i) The Advisory Committee shall have eighteen (18) members based on the interest group and member agency designations described below:

(A) Member Agencies shall each appoint one (1) at-large member;

(B) One (1) at-large member shall be appointed by the Federated Indians of Graton Rancheria; and

(C) Seven (7) interest-based appointees shall be appointed by the Board:

(1) Two (2) environmental representatives (from an organization with a presence in the Basin);

(2) Two (2) rural residential well owners;

(3) One (1) business community representative; and

(4) Two (2) agricultural interests (surface water or groundwater user).

(ii) The Board shall appoint members to fill the interest-based seats based on applications to the Board made by interested individuals from the community or local organizations.

(A) The Board encourages interest groups to work together to recommend a single candidate to fill that interest's seat.

(B) The Board will give strong consideration to appointing candidates that have the backing of multiple organizations or individuals within that interest group and familiarity with groundwater and its management. The Board will also give preference to applicants with experience working with diverse community-based groups.

(C) For the interest-based community representatives, the Board will give strong preference to applicants who live or work within a Disadvantaged Community (as defined in SGMA), and to applicants that can represent the interests of disadvantaged populations or interests that are otherwise under-represented on the Advisory Committee.

(iii) The Board will establish a timeline and process for appointment of the initial Advisory Committee following GSA formation. The initial Advisory Committee appointments will include seven (7) seats with three-year terms (interest-based categories) and eleven (11) seats with two-year terms (at-large). Following initial committee appointment, all terms will be two (2) years.

(iv) Appointees are not term-limited; however, they must apply for each term.

(v) If a vacancy occurs for an interest-based seat before the end of the term, the Board will appoint a new individual to complete the term. At-large vacancies shall be filled by the appointing Member.

(vi) By supermajority vote, the Board may add one or more additional interest-based appointee positions to the Advisory Committee.

(vii) The Board can remove an interest-based committee member by vote if the member is not performing their responsibilities as described in the Advisory Committee Charter.

(c) ***Committee Work***

(i) Pursuant to Board direction, GSA staff will develop the annual work plan and schedule for committee meetings. The Advisory Committee shall adopt a charter and appoint a chairperson and vice-chairperson.

(ii) To inform Board decision-making, the Advisory Committee shall provide written recommendations in reports. The recommendation reports shall identify areas of agreement and disagreement. The committee shall strive for consensus when possible, but reaching consensus is not necessary. Consensus means that everyone can at least "live with it." When unable to reach a consensus on recommendations, the committee will outline the areas in which it does not agree, providing some explanation to inform Board decision-making.

(iii) The committee may request that one or more committee members present its recommendations to the Board, including areas of agreement and disagreement, consistent with committee deliberations.

(iv) The Board shall consider Advisory Committee recommendations when making decisions. The Board is not bound by the Advisory Committee recommendations, and shall exercise its independent judgement. If the Board does not agree with the recommendations of the Advisory Committee, the Board shall state the reasoning for its decision.

## ARTICLE VII
## CODE OF ETHICS

### 7.1. INTEGRITY

A Director must make every reasonable effort to avoid placing themselves under any financial or other obligation to any individual or organization that might reasonably be thought to influence the Director's performance of their duties.

### 7.2. LEADERSHIP

A Director has a duty to promote and support the key principles in this code of ethics by leadership and example, and to maintain and strengthen the public's trust and confidence in the integrity of the Santa Rosa Plain GSA.

### 7.3. SELFLESSNESS

A Director has a duty both ethically and legally to make decisions solely in the public's interest. A Director must not act in order to gain financial or other benefits for themselves, their family, friends or business interests. This means making decisions because they benefit the Santa Rosa Plain GSA and the public it serves, not because they benefit the decision maker.

7.4. **OBJECTIVITY**

A Director shall endeavor to make decisions solely on merit, free from bias and in accordance with the Director's statutory and ethical obligations when carrying out public business.

7.5. **ACCOUNTABILITY**

A Director is accountable to the public for their decisions and actions, preparing and researching as necessary to understand matters before the Board, and must consider issues on their merits, taking into account the views of others.

7.6. **OPENNESS**

A Director has a duty to be as open as possible about their decisions and actions and give reasons for decisions.

7.7. **HONESTY**

A Director has a duty to act honestly. As required by law, a Director must disclose any private interests relating to their public duties and take steps to resolve any conflicts arising in such a way that protects the public's interest, and recuse or disqualify themselves from taking any action which would constitute a conflict of interest.

7.8. **RESPECT**

A Director must treat others with respect at all times, regardless of policy or personal disagreements, and observe the rights of other people. A Director must treat fellow Directors, officials, staff, customers and the public with courtesy and civility.

7.9. **TRAINING**

Directors and the Administrator are required by law to take ethics training every two (2) years. No cost training is available on the Fair Political Practices Commission (FPPC) website. Note that there is a minimum two (2) hour training requirement before taking the accompanying FPPC website test. After completing the test, Directors must print out and sign the "Online Proof of Participation Certificate" and return to the Board Secretary or Deputy Secretary.

Directors are also required by law to take sexual harassment training every two (2) years, and must provide evidence of participation to the Board Secretary or Deputy Secretary.

The Board Secretary or Deputy Secretary shall transmit proof of compliance with the required ethics and sexual harassment training to the Administrator and the Administrator shall maintain the records of compliance.

7.10. **VIOLATION OF CODE OF ETHICS OR CONDUCT**

An actual or perceived violation of this policy by a Director should be referred to the Chairperson of the Board or the full Board for investigation and consideration of any appropriate action. Appropriate action depends on the circumstances of the actual or perceived violation. Depending

on the nature of the alleged violation, the Board may, as appropriate, determine a specific remedy or report the alleged violation to an appropriate authority. In all cases, the Board will pursue a course consistent with applicable legal requirements, the public's interest, and the best interests of the Board and the Santa Rosa Plain GSA.

## ARTICLE VIII
## USE OF CONFIDENTIAL INFORMATION

### 8.1. CONFIDENTIAL INFORMATION; DISCLOSURE

A Director is not authorized, without approval of the Board, to disclose information that qualifies as confidential information to a person not authorized to receive it. Under applicable provisions of law, information qualifies as confidential if it (1) has been received for, or during, a closed session meeting of the Board, (2) is protected from disclosure under attorney-client or other evidentiary privilege, or (3) is not required to be disclosed, is exempted from disclosure, or disclosure is prohibited under the California Public Records Act.

### 8.2. EXCEPTIONS

(a) This section does not prohibit a Director from taking any of the following actions:

(i) making a confidential inquiry or complaint to Legal Counsel or a grand jury concerning a perceived violation of law, including disclosing facts to Legal Counsel or a grand jury that are necessary to establish the alleged unlawfulness of an action taken by the Santa Rosa Plain GSA, an elected official or employee; or

(ii) expressing publicly an opinion concerning the propriety or lawfulness of any action taken or considered by the Santa Rosa Plain GSA in closed session, including disclosure of the general nature of the allegedly unlawful action; or

(iii) disclosing non-confidential information which may be acquired during a closed session.

(b) Notwithstanding the authorized disclosure categories in (i)-(iii) above, Directors shall first provide notice of the matter to the attention of Legal Counsel, the Administrator, and the Chairperson in writing and at the earliest reasonable opportunity, prior to making such disclosure. If the matter involves an alleged violation of any applicable law, regulation, or policy relating to an action or omission by the Santa Rosa Plain GSA, a Director, or GSA employee, the Director seeking to disclose such matter shall allow thirty (30) days after delivery of the written notice for Legal Counsel and/or the Board to respond and, if appropriate, to cure the alleged violation, before making any disclosure. This subsection (b) shall not apply if compliance therewith would itself constitute a violation of law, court order, or any other statutory obligation.

### 8.3. CRIMINAL LIABILITY

A Director who willfully and knowingly discloses confidential information received in the course of their official duties for monetary gain may be guilty of a misdemeanor under Government Code section 1098.

## ARTICLE IX
## IMPROPER ACTIVITIES; REPORTING; "WHISTLEBLOWER" PROTECTION

### 9.1. ADMINISTRATOR'S OVERSIGHT RESPONSIBILITY

The Administrator has primary responsibility for (1) ensuring compliance with the Santa Rosa Plain GSA's Personnel Manual, and ensuring that Santa Rosa Plain GSA employees do not engage in improper activities, (2) investigating allegations of improper activities and reporting these allegations to the Board as appropriate, and (3) taking appropriate corrective and disciplinary actions and reporting these actions to the Board as appropriate.

### 9.2. BOARD OVERSIGHT

The Board has a duty to ensure that the Administrator is operating the Santa Rosa Plain GSA according to law and the policies approved by the Board. Directors are encouraged to fulfill their obligation to the public and the Santa Rosa Plain GSA by disclosing to the Administrator, to the extent not prohibited by law, court order, or other statutory obligation, any improper activities within their knowledge.

### 9.3. NON-INTERFERENCE WITH CORRECTIVE ACTION; BOARD INTERVENTION

Directors shall not interfere with the Administrator's responsibilities in identifying, investigating and correcting improper activities, unless the Board determines that the Administrator is not properly carrying out these responsibilities and further determines to take additional actions as it deems appropriate to protect the Santa Rosa Plain GSA and the public interest.

### 9.4. PROTECTION FROM RETALIATION

A Director shall not directly or indirectly use or attempt to use the authority or influence of their position for the purpose of intimidating, threatening, coercing, commanding or influencing any other person for the purpose of preventing such person from acting in good faith to report or otherwise bring to the attention of the Administrator or the Board any information that, if true, would constitute: a work-related violation by a Director or Santa Rosa Plain GSA employee of any law or regulation; gross waste of Santa Rosa Plain GSA funds; gross abuse of authority; a specified and substantial danger to public health or safety due to an act or omission of a Santa Rosa Plain GSA official or employee; use of a Santa Rosa Plain GSA office or position or of Santa Rosa Plain GSA resources for personal gain; or a conflict of interest of a Santa Rosa Plain GSA Director or Santa Rosa Plain GSA employee.

A Director shall not use or threaten to use any official authority or influence to effect any action as retaliation against a Santa Rosa Plain GSA Director, Santa Rosa Plain GSA employee, or member of the public who reports or otherwise brings to the attention of the Administrator any information regarding the subjects described in this section. (Gov. Code, §§ 53298 and 53298.5; Lab. Code, §§ 1102.5 et seq.)

## ARTICLE X
## FAIR AND EQUAL TREATMENT

### 10.1. NON-DISCRIMINATION

Directors, in the performance of their official duties and responsibilities, will not discriminate against or harass any person on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual orientation, medical condition or disability.

10.2. **EQUAL TREATMENT**

A Director will not grant any special consideration, treatment or advantage to any person or group beyond that which is available to every other person or group in similar circumstances.

## ARTICLE XI
## PROPER USE AND SAFEGUARDING OF SANTA ROSA PLAIN GSA PROPERTY AND RESOURCES

The California Constitution prohibits a Director from making a "gift of public funds" by utilizing or permitting the use of Santa Rosa Plain GSA owned vehicles, equipment, telephones, materials or property for their personal benefit or for the benefit of third parties without legal authorization. A Director will not ask or require a Santa Rosa Plain GSA employee to perform services for the personal benefit or profit of a Director. Each Director must protect and properly use any Santa Rosa Plain GSA asset within their control, including information recorded on paper or in electronic form. Directors will safeguard Santa Rosa Plain GSA property, equipment, moneys, and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

## ARTICLE XII
## INSURANCE

12.1. **LIABILITY COVERAGE**

The Santa Rosa Plain GSA maintains Public Officials Errors and Omissions Liability coverage that insures the Santa Rosa Plain GSA's Board and Officers against claims made against them for "breach of duty" occurring through negligence, error or unintentional omission in the performance of their official duties. However, Directors may be personally responsible for willful misconduct or a willful breach of Santa Rosa Plain GSA Policies and Procedures.

12.2. **WORKERS COMPENSATION**

To the extent required by law, the Santa Rosa Plain GSA shall maintain worker's compensation insurance or its lawful equivalent at the statutory limit. Prior to the hiring of any employees, the Santa Rosa Plain GSA shall also procure Employer's Liability Coverage, and shall maintain such coverage for so long as the Santa Rosa Plain GSA has employees.

# AMENDED AND

# RESTATED

# JOINT EXERCISE OF

# POWERS AGREEMENT

of the

# SANTA ROSA PLAIN

# GROUNDWATER

# SUSTAINABILITY AGENCY

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# Amended and Restated

# SANTA ROSA PLAIN GROUNDWATER SUSTAINABILITY AGENCY JOINT EXERCISE OF POWERS AGREEMENT

**This JOINT EXERCISE OF POWERS AGREEMENT** ("**Agreement**") forming the Santa Rosa Plain Groundwater Sustainability Agency ("**Agency**") is made and entered into as of December 31, 2026 ("**Effective Date**"), by and among the public agencies listed on the attached Exhibit "A" (collectively "**Members**" and individually "**Member**") for the purpose of forming a Groundwater Sustainability Agency ("**GSA**") and achieving groundwater sustainability in the Santa Rosa Plain Groundwater Basin.

## RECITALS

**WHEREAS**, the comprehensive groundwater legislation collectively enacted and referred to as the "Sustainable Groundwater Management Act" at California Water Code Section 10720 *et. seq*. ("**SGMA**") initially became effective on January 1, 2015.

**WHEREAS**, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater.

**WHEREAS**, SGMA requires the designation of Groundwater Sustainability Agencies ("**GSAs**") for the purpose of achieving groundwater sustainability through the adoption and implementation of Groundwater Sustainability Plans ("**GSPs**") or an alternative plan for all medium and high priority basins as designated by the California Department of Water Resources.

**WHEREAS**, each Member is a local agency, as defined by SGMA, within the Santa Rosa Plain Groundwater Subbasin ("**Basin**") which is designated basin number 1-55.01 in Department of Water Resources Bulletin No. 118 and which is designated as a medium priority basin.

**WHEREAS**, pursuant to Section 10723 of the California Water Code, SGMA authorizes a water corporation regulated by the Public Utilities Commission ("**PUC**") or a mutual water company to participate in a GSA through agreement.

**WHEREAS**, certain PUC-regulated ("**PUCR**") and mutual water companies ("**MWC**") within the Basin have entered into a Memorandum of Understanding for the purpose of selecting a common representative to serve as a member of the GSA Board ("**MWC/PUCR MOU**").

**WHEREAS**, SGMA requires that the Basin have a designated GSA by no later than June 30, 2017 and an adopted GSP by no later than January 31, 2022.

**WHEREAS**, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement.

**WHEREAS**, the Members are authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code) ("**Act**") to create the Agency for the purpose of jointly exercising those powers granted by the Act and any additional powers which are common among them.

**WHEREAS**, the Members, individually and collectively, have the goal of cost effective sustainable groundwater management that considers the interests and concerns of all beneficial uses and users of groundwater.

**WHEREAS**, in order to promote efficiency and sharing of resources, the Members, individually and collectively, encourage coordination between GSAs in Sonoma County.

**WHEREAS**, the Members hereby enter into this Agreement to establish this Joint Powers Authority to form a GSA and undertake the management of groundwater resources pursuant to SGMA.

**WHEREAS**, on May 25, 2017, and pursuant to the aforementioned recitals, the Members entered into a Joint Power Agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code) ("**Act**"), thereby forming the Agency, and under which the Agency has since been operating.

**WHEREAS**, the Members have now unanimously determined, pursuant to those same recitals, that 2017 Joint Powers Agreement should be amended so that this Amended and Restated Joint Powers Agreement accurately reflects the Agency's governance and administrative structure, thereby becoming, as of the Effective Date, the Joint Powers Agreement that shall govern the GSA.

## AGREEMENT TERMS

**NOW THEREFORE**, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Members hereby agree as follows:

## Article I: Definitions

### Section 1.01 – Definitions.

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

(a) "Act" shall mean the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the California Government Code, sections 6500, *et seq.*, including any amendments thereto.

(b) "Administrator" shall mean the person or entity appointed by the Board pursuant to Section 9.01.01 to manage the operation of the Agency.

(c) "Agency" shall mean the Santa Rosa Plain Groundwater Sustainability Agency, which is a separate entity created by this Agreement pursuant to the provisions of California Government Code sections 6500 *et seq.*

(d) "Agreement" means this Santa Rosa Plain Groundwater Sustainability Agency Joint Exercise of Powers Agreement.

(e) "Basin" shall mean the Santa Rosa Plain Groundwater Subbasin which is designated basin number 1-55.01 in Department of Water Resources' Bulletin No. 118 and as its boundaries may be modified from time to time through the procedures described in California Water Code section 10722.2 or by the Department of Water Resources under its separate authority.

(f) "Board of Directors" or "Board" shall mean the governing body of the Agency as established by Section 6.01 of this Agreement.

(g) "Bylaws" shall mean the bylaws adopted by the Board of Directors pursuant to Section 9.05 of this Agreement to govern the day-to-day operations of the Agency.

(h) "Director" shall mean each person appointed by each Member pursuant to Section 6.02 to exercise the rights and duties of a Director as defined by this Agreement, which shall include a "Primary Director," "Alternate Director," and "Second Alternate Director," as appropriate.

(i) "Ex Officio Member" shall mean an entity invited to participate in the Agency pursuant to Section 5.02 of this Agreement.

(j) "Fiscal Year" shall mean July 1st through June 30th pursuant to Section 10.03 of this Agreement.

(k) "Groundwater Sustainability Agency" or "GSA" shall have the meaning set forth in California Water Code section 10721(j).

(l) "Groundwater Sustainability Plan" or "GSP" shall have the meaning set forth in California Water Code section 10721(k).

(m) "Local Agency" or "Local Agencies" shall have the meaning set forth in California Water Code Section 10721(n).

(n) "Member" or "Members" shall mean the local agencies listed in the attached Exhibit "A" that have executed this Agreement, including any new Members that may subsequently join this Agency with the authorization of the Board, pursuant to Section 5.02 of this Agreement.

(o) "MWC/PUCR Director" shall mean the person selected to represent the Basin area mutual water companies and PUC regulated utilities on the GSA Board pursuant to the MWC/PUCR MOU.

(p) "Plan Manager" shall mean the person appointed by the Board to oversee the preparation and implementation of the GSP and who has been delegated management authority for submitting the GSP, GSP amendments, annual reports, and five-year assessments and serving as the point of contact between the Agency and the Department of Water Resources. The Plan Manager shall be a professional engineer, professional geologist or certified hydrogeologist, or someone who has demonstrated experience and knowledge in the foregoing areas as determined by the Board.

(a) "Sustainable Groundwater Management Act" or "SGMA" shall mean the comprehensive groundwater legislation collectively enacted and referred to as the "Sustainable Groundwater Management Act" ("**SGMA**") as codified in California Water Code Sections 10720 *et seq.* and as may be amended in the future.

## Article II: Agency Cration

### Section 2.01 – Purpose of the Agency.

There is hereby created a joint powers agency known as the Santa Rosa Plain Groundwater Sustainability Agency ("**Agency**"). The Agency shall be, to the extent provided by law, a public entity separate from the Members of this Agreement.

### Section 2.02 – Purpose of the Agency.

The purpose of this Agreement, and the creation of the Agency, is to provide for the joint exercise of powers common to the Members, to specifically include powers granted by SGMA, for the purpose of cooperatively carrying out the requirements of SGMA, including, but not limited to, serving as the GSA for the Basin.

## Article III: Term

### Section 3.01 – Term.

This Agreement shall become operative on the Effective Date, provided that at least two of the Members listed in Exhibit A have executed this Agreement by said date.

This Agreement shall remain in effect until terminated by the unanimous written consent of all then active Members or until there are less than two Members remaining in the Agency; provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the Agency that was previously approved by the Board.

## Article IV: Powers

### Section 4.01 – Powers.

The Agency shall possess the ability to exercise those powers specifically granted by the Act and SGMA. Additionally, the Agency shall possess the ability to exercise the common powers of its Members related to the purposes of the Agency, including, but not limited to, the following:

4.01.01 To designate itself the GSA for the Basin pursuant to SGMA.

4.01.02 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency and the adoption and implementation of the GSP.

4.01.03 To develop, adopt and implement a GSP for the Basin pursuant to SGMA.

4.01.04 To adopt ordinances within the Basin consistent with the purpose of the Agency as necessary to implement the GSP and otherwise meet the requirements of SGMA.

4.01.05 To employ agents and employees.

4.01.06 To obtain legal, financial, accounting, technical, engineering, and other services needed to carry out the purposes of this Agreement.

4.01.07 To conduct studies, collect and monitor all data related and beneficial to the development, adoption and implementation of the GSP for the Basin.

4.01.08 To perform periodic reviews of the GSP including submittal of annual reports.

4.01.09 To require the registration and monitoring of wells within the Basin.

4.01.10 To issue revenue bonds or other appropriate public or private debt and incur debts, liabilities or obligations.

4.01.11 To exercise the powers permitted under Government Code section 6504 or any successor statute.

4.01.12 To levy taxes, assessments, charges and fees as provided in SGMA or otherwise provided by law.

4.01.13 To regulate and monitor groundwater extractions within the Basin as permitted by SGMA, provided that this Agreement does not extend to a Member's

operation of its system to distribute water once extracted or otherwise obtained, unless and to the extent required by other laws now in existence or as may otherwise be adopted.

4.01.14 To establish and administer projects and programs for the benefit of the Basin.

4.01.15 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, special districts, groundwater sustainability agencies, public and private corporations of any kind (including without limitation, PUC regulated utilities and mutual water companies), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.

4.01.16 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the Agency and to invest funds pursuant to California Government Code section 6509.5 or other applicable State Law.

4.01.17 To apply for and accept grants, contributions, donations and loans under any federal, state or local programs for assistance in developing or implementing any of its projects or programs for the purposes of the Agency.

4.01.18 To acquire by negotiation, lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and without the respective boundaries of the Members necessary to accomplish the purposes described herein.

4.01.19 To sue or be sued in its own name.

4.01.20 Any additional powers conferred under SGMA or the Act or under applicable law, insofar as such powers are needed to accomplish the purposes of SGMA, including all powers granted to the Agency under Article 4 of the Act which are in addition to the common powers of the Members, including the power to issue bonds or otherwise incur debts, liabilities or obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues of the rights thereto as security for such bonds and other indebtedness.

4.01.21 Any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Members to this Agreement and to perform all other acts necessary or proper to fully carry out the purposes of this Agreement.

**Section 4.02 – Exercise of Powers.**

In accordance with California Government Code section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the County of Sonoma.

**Section 4.03– Water Rights and Consideration of all Beneficial Uses and Users of Groundwater in the Basin.**

As set forth in California Water Code section 10723.2, and any future amendments to SGMA, the GSA shall consider the interests of all beneficial uses and users of groundwater in the Basin, as well as those responsible for implementing the GSP. Additionally, as set forth in California Water Code section 10720.5(a), and any future amendments to SGMA, any GSP adopted pursuant to this Agreement shall be consistent with Section 2 of Article X of the California Constitution and nothing in this Agreement modifies the rights or priorities to use or store groundwater consistent with Section 2 of Article X of the California Constitution, with the exception that no extraction of groundwater between January 1, 2015 and the date the GSP is adopted may be used as evidence of, or to establish or defend against, any claim of prescription. Likewise, as set forth in California Water Code section 10720.5(b), and any future amendments to SGMA, nothing in this Agreement or any GSP adopted pursuant to this Agreement determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights.

**Section 4.04 – Preservation of Powers.**

Nothing set forth in this Agreement is intended to abrogate the powers of any Member, independent of the Agency, including but not limited to police power, as applicable. The adopted GSP shall not authorize any water supply augmentation to the Basin with groundwater extracted from another groundwater basin within the jurisdiction of a Member without the express consent of that Member.

**Section 4.05 – Coordination between Basins.**

In order to maintain consistency and the efficient use of resources, to the extent feasible, the Agency shall endeavor to coordinate between and among the other Sonoma County GSAs for administration, matters involving public communication and outreach, and for developing frameworks to support groundwater management, which may include agreement to certain areas of coordination, provided that the Agency retain its own authority and that such recommendations are ratified by the Board. The Agency may clarify and acknowledge coordination among the other GSAs through a document or agreement if deemed appropriate.

**Section 4.06 – Agreement with MWC/ PUCRs.**

The Agency will enter into a single participation agreement with the Basin area mutual water companies and PUC-regulated entities located within the Basin who are parties to the MWC/PUCR MOU to allow participation in the GSA as authorized by SGMA. Such participation agreement shall allow the selection of one representative, as well as an alternate, pursuant to the MWC/PUCR MOU to serve as the MWC/PUCR Director and Alternate Director on the GSA Board. The participation agreement with the MWC/PUCRs shall contain the same provisions regarding termination, suspension of voting rights, and continuing obligations upon withdrawal or termination as those that pertain to the Members pursuant to Sections 11.06 and 11.07.

**Section 4.07 – Public Meeting for Periodic Review of Agreement.**

To ensure that the Agency's governance structure addresses the interests and concerns of those affected by its activities, the Board shall conduct a public meeting at the following milestones to review the terms and conditions of this Agreement and discuss whether any amendments to this Agreement are necessary or advisable:

- Upon completion of an initial fee study
- Within three years of submittal of the GSP to DWR
- At least once every ten years after adoption of the GSP

At such public meeting the Administrator and Agency Counsel shall make a report to the Board recommending any amendments to the Agreement, and if directed by the Board shall draft proposed amendments to this Agreement for consideration by the governing boards of each Member. This section shall not preclude the Members from making amendments of this Agreement at other times as deemed necessary or appropriate by the Members, in accordance with Section 12.02 of this Agreement.

## Article V: Membership

**Section 5.01 – Menbers.**

The Members of the Agency shall be the local agencies listed on the attached Exhibit "A", so long as their Membership has not been withdrawn or terminated pursuant to the provisions of Article XI of this Agreement.

**Section 5.02 – Ex Officio Members.**

An entity that is pursuing formation of a local public agency that is qualified to join the Agency under the provisions of SGMA and the Act, may submit to the Agency documentation of its formation process. Such documentation shall include:

5.02.01 For an entity going through Sonoma County Local Agency Formation Commission ("**Sonoma LAFCO**"):

- All documentation submitted to the Sonoma LAFCO, including:
  - Complete Application/Petition Packet
  - Plan for Services, which shall include its five-year plan, budget and funding information, and staffing plan, and which shall demonstrate that the entity will meet the SGMA definition of local public agency and provide an analysis of how the entity will support SGMA implementation
  - Map, showing boundaries and parcels
- Documentation of Sonoma LAFCO's approval or conditional approval of entity's application/petition

Upon receipt of the above documentation, the entity will be invited to join the Board as an Ex Officio Member, with no voting rights. Such Ex Officio participation will cease upon any of the following:

- If LAFCO granted conditional approval, failure to meet any of the required conditions
- Failure to conduct the required elections for formation within timeframe required by LAFCO
- Failure of required elections for formation to pass
- Failure to complete formation process within three years of becoming Ex Officio Member

5.02.02 For an entity going through a special legislative process outside Sonoma LAFCO:

- Final text of the enacted and enrolled bill which shall demonstrate that the entity will meet the SGMA definition of local public agency and include provisions regarding how the entity will support SGMA implementation
- Documentation that the bill has been chaptered by the Secretary of State

Upon receipt of the above documentation, the entity will be invited to join the Board as an Ex Officio Member, with no voting rights. Such Ex Officio participation will cease upon any of the following:

- Failure to conduct required elections, if any, for formation within the timeframe specified by the legislation, if any. If no timeframe is specified, within one year of the effective date of the legislation.
- Failure of required elections, if any, for formation to pass.
- Failure to satisfy other requirements, if any, specified in the legislation for formation within the timeframe specified by the legislation, if any. If no timeframe is specified, within one year of the effective date of the legislation.

**Section 5.03 – New Members.**

Upon submittal of an application for membership, new Members shall be admitted to the Agency so long as: 1) the new Member is located or has jurisdictional boundaries within the Basin; 2) the new Member is a local public agency or another entity authorized by SGMA that is qualified to join the Agency under the provisions of SGMA and the Act; and 3) the new Member agrees to the terms of this Agreement, including applicable financial obligations, which may be determined based at no more than an equal share of the unreimbursed Funding Commitments of the other Members pursuant to Section 10.02 or as established pursuant to Section 10.07.

Once an application is accepted by the Board of Directors, this Agreement is executed by an authorized representative of the new Member, and the new Member satisfies any applicable financial obligation of the new Member, the attached Exhibit "A" shall be amended to reflect the

new Member, and such action by the Board shall not be subject to the requirements of Section 12.02.

## Article VI: Directors and Officers

### Section 6.01 – Board of Directors.

The Agency shall be governed and administered by a Board of Directors ("**Board**") which is hereby established and which shall be composed of one voting seat per Member and one voting seat for the MWC/PUCR MOU Representative. The governing board shall be known as the "Board of Directors of the Santa Rosa Plain Groundwater Sustainability Agency." All voting power shall reside in the Board.

### Section 6.02 – Directors and Alternates.

Directors and Alternate Directors shall be appointed as follows:

6.02.01 Members: Each Member shall appoint one Primary Director and one Alternate Director to the Board. The Alternate Director shall serve and assume the rights and duties of the Primary Director when the Primary Director is absent or recused from a Board meeting. The Primary Director and Alternate Director shall, at all times, be an elected or appointed official of their respective Member.

If necessary, each Member may have the option to also appoint one Second Alternate Director who shall serve and assume the rights and duties of the Primary Director in the absence or recusal of both that Member's Primary Director and Alternate Director. The appointed Second Alternate Director must be appointed by an official action of their respective Member. The appointed Second Alternate Director shall not include independent contractors, consultants, temporary staff, or third parties. The Second Alternate Director shall be limited to attending no more than two (2) of the Agency's meetings during any calendar year.

Each appointed Primary, Alternate, and Second Alternate Director who assumes the rights and duties of the Primary Director shall, at all times, be subject to the Agency's Conflict of Interest Codes and applicable state law, including, but not limited to, Government Code § 1090, the Political Reform Act, and the Brown Act. Each appointed Primary, Alternate, and Second Alternate Director shall serve at the pleasure of the Member appointing them, and they may be removed at any time, with or without cause, in the sole discretion of their respective Member. Each Primary, Alternate, and Second Alternate Director shall hold office until their successor is selected by their Member and the Agency has been notified of the succession.

In the event that the Primary or Alternate Director ceases to be an elected or appointed official of their Member's governing body, that Primary or Alternate Director position shall become vacant and the respective Member Agency shall appoint a new Primary or Alternate Director.

6.02.02 MWC/PUCR: The MWC/PUCR MOU Director, and an Alternate Director, shall be selected in accordance with the MWC/IOU MOU and any applicable provisions of the participation agreement.

6.02.03 Ex Officio Member: For any Ex Officio Member established pursuant to Section 5.02, the Ex Officio Member shall appoint one representative who shall reside within the proposed geographic boundaries of the Ex Officio Member. The Ex Officio Member may participate in Board discussions but shall have no voting rights.

**Section 6.03– Officers of the Board.**

Officers of the Agency's Board shall consist of a Chairperson and Vice-Chairperson. The Chairperson shall preside at all meetings of the Board, while the Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson. The Chairperson and Vice-Chairperson shall exercise and perform such other powers and duties as may be assigned by the Board.

**Section 6.04 – Appointment of Officers of the Board.**

The Board shall elect the Officers of the Board from the Primary Directors every other calendar year. Officers of the Board shall hold office for a term of two years commencing on July 1 of every other calendar year and they may serve for multiple consecutive terms. Officers of the Board may be removed and replaced at any time, with or without cause by a Board vote. In the event that an Officer of the Board loses their position as a Primary Director, that Officer of the Board position shall become vacant and the Board shall elect a new Officer from existing Primary Directors to serve the remaining Officer term.

## Article VII: Board Meetings and Actions.

**Section 7.01 – Initial Meeting.**

The initial meeting of the Board, which shall be held for purpose of meeting the requirements of California Water Code Section 10723, including decision of the Agency to serve as the GSA for the Basin, shall be held at a location overlying the Basin on or before June 20, 2017.

**Section 7.02 – Regular Meeting Schedule.**

The Board shall establish by resolution, bylaws, or other procedure a regular meeting time and place at the initial meeting of the Board. The Board may vote to change the regular meeting time and place provided that the new location remains at a place overlying the Basin.

**Section 7.03 – Conduct of Board Meetings.**

Meetings of the Board of Directors shall be noticed, held, and conducted in accordance with the provisions of The Brown Act (California Government Code sections 54950, *et seq.*).

**Section 7.04 – Quorum.**

A quorum of the Board shall consist of a majority of the Directors.

**Section 7.05 – Voting.**

Each Director shall have one vote. A majority vote of the Directors is needed for the adoption of any action, except those which require a supermajority three-fourths vote or a unanimous vote.

**Section 7.06 – Supermajority Voting Requirement.**

A supermajority vote is three-fourths of the Directors. Items that require a supermajority vote to pass consist of the following, which, except for those items described in Section 12.02.02, may be amended from time to time by the Board by a supermajority vote, or as may otherwise be required by this Agreement (See Sections 9.03, 11.06 and 12.02.01) or by law:

- Bylaws adoption, modification or alteration
- GSP adoption, modification or alteration
- Removal of Advisory Committee members
- Modifications to the composition of the Advisory Committee as set forth in Section 6.3(b) of the Bylaws, including changes to the total number of Advisory Committee members, Member appointees, and interest-based appointees, including changes to the categories of interest-based appointees.
- Adoption of assessments, charges and fees
- Adoption of regulations and ordinances
- Adoption or modification of annual budget, including capital projects
- Property acquisition (excepting rights of way)
- Contracting with a Member for administrative services, subject to the provisions of Section 9.03
- Appointment of Fiscal Agent and Treasurer, subject to the provisions of Section 9.03 and/or Section 10.04, Administrator, Plan Manager or General Legal Counsel
- Minor, administrative amendments to this Agreement not subject to Section 12.02.02

**Section 7.07 – Unanimous Voting Requirement.**

Items that require a unanimous vote of the Board to pass consist of the following, which may be amended from time to time by the Board by a unanimous vote, or as otherwise required by law:

- Financial Commitments of the Members, whether through the budget approval process or otherwise

## Article VIII: Board Committees

**Section 8.01 – Committees of the Board.**

The Board of Directors may from time to time establish one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objects of the Authority. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them.

**Section 8.02 – Advisory Committee.**

The Board shall establish an Advisory Committee. Meetings of the Advisory Committee shall be noticed, held, and conducted in accordance with the provisions of The Brown Act (California Government Code sections 54950, *et seq*.). Through the use of the Advisory Committee, the Board shall ensure that the development of the GSP includes the meaningful participation of all beneficial uses and users of groundwater in the Basin.

Composition of the Advisory Committee is intended to represent the beneficial uses and users of groundwater identified in SGMA. A Committee member's participation shall not violate the California Political Reform Act of 1974 (Gov. Code, § 81000 *et seq.*), the provisions of California Government Code section 1090 *et seq.*, or any other applicable law. The Advisory Committee's purpose and membership is described in Exhibit B.

## Article IX: Operations and Management.

**Section 9.01 – Administrator and Plan Manager.**

9.01.01 Administrator: The Board may appoint an Administrator, from time-to-time as and when it deems appropriate. If appointed, the Administrator shall serve at the pleasure of the Board of Directors and their duties and responsibilities shall be set forth by the Board. The Administrator shall have the authority to hire employees, consistent with the approved budget.

9.01.02 Plan Manager: The Board shall appoint a Plan Manager. The Administrator and Plan Manager may be the same individual. The Plan Manager shall serve at the pleasure

of the Board of Directors and their duties and responsibilities shall be set forth by the Board.

**Section 9.02 – Legal Counsel and Other Officers.**

The Agency may appoint General Legal Counsel who shall serve at the pleasure of the Board. Subject to the limits of the Agency's approved budget, the Board shall also have the power to appoint and contract for the services of other officers, consultants, advisers and independent contractors as it may deem necessary or convenient for the business of the Agency, all of whom shall serve at the pleasure of the Board. The appointed General Legal Counsel and other appointed officers of the Agency may be employees or contractors of one or more of the Members, in accordance with Sections 9.03 and 11.04. Appointment of a General Legal Counsel from among Member employees or contractors shall be subject to all applicable Rules of Professional Responsibility, and notwithstanding anything to the contrary in this Agreement, each of the Members expressly reserve and do not waive their rights to approve or disapprove of potential conflicts of Agency General Legal Counsel.

**Section 9.03 – Employees and Management.**

In addition to, or in lieu of, hiring employees, the Agency may engage one or more Members to provide technical and outreach services to the Agency on terms and conditions acceptable to the Board of Directors. Any Member so engaged shall have such responsibilities as are set forth in the contract for such Member's services, which shall be approved by a majority vote of the Directors representing the non-contracting Member(s). Technical and outreach services include, but are not limited to GSP implementation, monitoring and reporting, studies and information gathering, project and management action implementation, and associated public outreach activities.

The Agency may also engage one or more Members to provide administrative services, the contract for which shall be approved by a supermajority vote of the Directors representing the non-contracting Member(s). Administrative services include, but are not limited to, agency administration, fiscal management, management of Agency contracts, and management of Agency Board and Advisory Committee.

**Section 9.04 – Principal Office.**

At the initial meeting of the Board, the Board shall establish a principal office for the Agency, which shall be located at a place overlying the Basin. The Board may change the principal office from time to time so long as that principal office remains at a location overlying the Basin.

**Section 9.05 – Bylaws.**

The Board shall adopt and maintain Bylaws governing the conduct of meetings and the day-to-day operations of the Agency.

**Section 9.06 – Official Seal and Letterhead.**

The Board may adopt, and/or amend, an official seal and letterhead for the Agency.

**Section 9.07 – Conflict of Interest Code.**

The Board shall adopt and file a Conflict of Interest Code pursuant to the provisions of the Political Reform Act of 1974. The Board may review and revise the Conflict of Interest Code from time to time as appropriate or when required by law.

## Article X: Financial Provisions

**Section 10.01 – Establishment of Funds.**

The Board shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The Agency shall maintain strict accountability of all funds and report all receipts and disbursements of the Agency on no less than a quarterly basis.

**Section 10.02 – Initial Agency Funding Commitments.**

In order to initially fund the Agency, the Members, as well as the MWC/PUCRs pursuant to the participation agreement, shall each provide the funding commitment amounts listed in the tables below ("**Funding Commitment**"), with the Funding Commitment to be paid by the identified due dates in the tables below. Such Funding Commitments may be made by payment to the Agency, providing services to the Agency through an agreement with the Agency, or through a combination of both. If any portion of a Member's Funding Commitment is to be provided through a services agreement, such Member shall strive to enter into a services agreement with the Agency by the initial due date. The timeframe for payment of any remainder amounts shall be determined by the Board of Directors based on the funding and operational needs of the Agency, and shall be due and payable within thirty (30) days of request for funds as issued by the Agency, provided that billing of Members may take into account the larger agency Members' ability and willingness to make payments prior to the smaller agency Members. To the extent the Agency is able to secure other funding sources in the future, and to the extent permitted by law, the Agency shall reimburse any Funding Commitment amount to each Member on a proportionate basis.

Fiscal Year 2017-18:

| | **Total FY 2017-18 Commitment** | **Initial Commitment amount due by July 31, 2017** |
|---|---|---|
| City of Cotati | $ 55,000 | $ 18,000 |
| City of Rohnert Park | $ 55,000 | $ 18,000 |
| City of Santa Rosa | $ 55,000 | $ 18,000 |
| Town of Windsor | $ 55,000 | $ 18,000 |
| Gold Ridge Resource Conservation District | $ 55,000 | $ 18,000 |
| Sonoma Resource Conservation District | $ 20,000 | $ 6,600 |
| County of Sonoma | $ 55,000 | $ 18,000 |
| Sonoma County Water Agency | $ 55,000 | $ 18,000 |
| MWC/PUCR* | $ 55,000 | $ 18,000 |
| **TOTAL** | **$460,000** | **$150,600** |

For Fiscal Year 2018-19, the Members shall each be prepared to make the following Funding Commitment to the Agency based on a projected annual budget amount of $530,000, provided, however, that it is understood and agreed that the actual funding needs of the Agency may vary and will depend on the actual 2018-19 budget as adopted by the Board. In the event the funding needs are greater than those anticipated in the proposed fiscal year 2018-19 budget, any excess Funding Commitment is subject to Board approval pursuant to Section 7.07.

* The Initial Funding Commitment of the MWC/PUCRs shall be due within 30 days of final approval and execution of the MWC/PUCRs participation agreement or by July 31st, whichever date is later.

| | **Total FY 2018-19 Commitment** | **Initial Funding Commitment amount due by July 31, 2018** |
|---|---|---|
| City of Cotati | $ 64,000 | $ 21,000 |
| City of Rohnert Park | $ 64,000 | $ 21,000 |
| City of Santa Rosa | $ 64,000 | $ 21,000 |
| Town of Windsor | $ 64,000 | $ 21,000 |
| Gold Ridge Resource Conservation District | $ 64,000 | $ 21,000 |
| Sonoma Resource Conservation District | $ 20,000 | $ 6,600 |
| County of Sonoma | $ 64,000 | $ 21,000 |
| Sonoma County Water Agency | $ 64,000 | $ 21,000 |
| MWC/PUCR | $ 64,000 | $ 21,000 |
| **TOTAL** | **$532,000** | **$174,600** |

**Section 10.03 – Fiscal Year.**

The Fiscal Year of the Agency shall be July 1 to June 30.

**Section 10.04 – Treasurer and Annual Audit.**

The Sonoma County Auditor-Controller-Treasurer-Tax Collector shall act as the initial Treasurer for the Agency. The Treasurer shall perform all usual and customary duties of their offices for the Agency, including but not limited to receiving all deposits, issuing warrants per direction, and other duties specified in Government Code section 6505.5. The Board may transfer the responsibilities of the Treasurer, by three-fourths supermajority vote of the Board, to any other person or entity as the law may provide at the time (see e.g., Government Code section 6505.5). The Board shall cause an independent annual audit to be made by a certified public accountant, or public accountant, in compliance with Government Code section 6505.

**Section 10.05 – Funds; Property; Bonds.**

The Board may from time to time designate the officers and persons, in addition to those specified in Section 10.04 above, who shall have charge of, handle, or have access to any funds and/or property of the Agency. Pursuant to California Government Code section 6505.1, each such officer and person shall file a bond in an amount designated by the Board.

**Section 10.06 – Budget.**

In all cases, the Board shall adopt a final budget no later than the start of the ensuing Fiscal Year. If, however, the Agency's administrative costs for the ensuing Fiscal Year are proposed to be directly funded by Member contributions, the Board shall adopt a preliminary budget for the Agency for the ensuing Fiscal Year no later than ninety (90) days before the start of that ensuing fiscal year. The Board may authorize mid-year budget adjustments as needed.

**Section 10.07 – Payments To The Agency.**

All fees, costs and expenses incurred by the Agency may be funded from: (i) voluntary contributions from third parties, such as grants; (ii) voluntary contributions, advances or loans from the Members or other sources; (iii) bond revenue; (iv) taxes, assessments, fees and/or charges levied by the Agency under the provisions of SGMA or otherwise provided by law; and, (v) subject to the unanimous vote of the Board, assessments on the Members to carry out the activities of the Agency generally applicable to all Members.

## Article XI: Relationship of Agency And Its Members.

**Section 11.01 – Separate Entity.**

In accordance with California Government Code Sections 6506 and 6507, the Agency shall be a public entity separate and apart from the parties to this Agreement.

**Section 11.02 – Liabilities.**

In accordance with California Government Code section 6508.1, the debt, liabilities and obligations of the Agency shall be the debts, liabilities and obligations of the Agency alone and not of its Members. The Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Agency, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented.

**Section 11.03 – Indemnity and Insurance.**

11.03.01 **Indemnity**. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. To the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member, each Director, and any officers, agents and employees of the Agency from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same

arise out of, or are attributable in whole or in part, to the conduct, activities, operations, acts, and omissions of the Agency.

11.03.02 **Agency Insurance and Liability Coverage Requirements.**

The Agency shall be required to obtain insurance, or join a self-insurance program in which one or more of the Members participate, appropriate for its operations. Any and all insurance coverages provided by the Agency, and/or any self-insurance programs joined by the Agency, shall name each and every Member as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Agency in its ordinary course of business. The Agency shall also require all of its contractors and subcontractors to have insurance appropriate for their operations. All amounts coverages and provisions of the insurance policies identified in this Section 11.03B shall be subject to the approval of Agency Legal Counsel.

**Section 11.04 – Agreements With Member Agencies.**

The Board may approve agreements with one or more Members that agree to undertake activities to benefit the Agency and further its purposes by a majority vote of the Directors representing the non-contracting Members.

**Section 11.05 – Withdrawal of Members.**

Any Member shall the have the ability to withdraw by providing one hundred eighty (180) days written notice of its intention to withdraw. Said notice shall be given to the Board and to each of the other Members.

A Member shall not be fiscally liable for the adopted budget provided that the Member provides written notice one hundred eighty (180) days prior to the adoption of the budget.

Notwithstanding the foregoing, any Member shall have the ability to withdraw by providing not less than ninety (90) days written notice of its intention to withdraw prior to the adoption of the 2018-19 budget. A Member shall not be fiscally liable for the fiscal year 2018-19 Funding Commitment provided that said Member has provided a timely notice of its intent to withdraw to the Board and each of the other Members.

In the event of a withdrawal, this Agreement shall continue in full force and effect among the remaining members as set forth in Section 11.07 below.

**Section 11.06 – Termination of Members.**

Any Member's failure to meet its funding obligations pursuant to Sections 10.02 or 10.07 of this Agreement may be treated as a breach of this Agreement and the Board may vote to terminate such Member. Such termination shall be approved by unanimous consent of all Directors except the Director of the Member proposed to be terminated. In lieu of termination, the Board

may in its discretion vote to suspend a Member's voting privileges for failure to meet its funding obligations pursuant to Section 10.02 or 10.07 until the Member has satisfied its funding obligations. Such suspension of voting privileges shall be approved by a supermajority vote, as defined in Section 7.06 above but excepting the Director of the Member proposed to have its voting privileges suspended. In the event a Member's voting privileges are suspended, that Member shall not be counted for purposes of determining a majority or supermajority vote in accordance with Sections 7.05 and 7.06. In the event of termination of a Member, this Agreement shall continue in full force and effect among the remaining members as set forth in Section 11.07 below, and such action by the Board shall not be subject to the requirements of Section 12.02. Before terminating a Member for breach pursuant to this section, the Board must satisfy the meet and confer requirements under Section 12.04. As part of the meet and confer process, the Board and the Member proposed to be terminated may conduct mediation in accordance with Section 12.04.

Any Member's failure to be represented by a Director, Alternate Director, or Second Alternate Director of the Member for three consecutive meetings (regular or special) of the Board may be considered a breach of this Agreement for which the Board may vote to suspend a Member's voting privileges for one or more meetings of the Board. Such suspension of voting privileges shall be approved by a supermajority vote, as defined in Section 7.06 above but excepting the Director of the Member proposed to have its voting privileges suspended. In the event a Member's voting privileges are suspended, that Member shall not be counted as a member of the Board for purposes of determining a majority or supermajority vote in accordance with Sections 7.05 and 7.06.

Suspension of a Member's voting privileges under this section shall not excuse that Member from its obligations under this Agreement, including but not limited to, continuing Funding Commitments to the Agency and attendance at meetings.

**Section 11.07 – Continuing Obligations upon Withdrawal or Termination.**

Except as provided for in Section 11.05, any withdrawal or termination of a Member, shall not relieve the withdrawing or terminating Member of its financial obligations arising under this Agreement prior to the effective date of the withdrawal or termination, including but not limited to financial obligations or guarantees for loans provided by individual Members, if applicable.

The withdrawal or termination of one or more Members shall not terminate this Agreement or result in the dissolution of the Agency. This Agreement shall remain in full force and effect among the remaining members, following the withdrawal or termination of any Member, and the Agency shall remain in operation provided that there are at least two Members remaining in this Agreement, and shall continue to function as the GSA for the Basin.

**Section 11.08 – Dissolution.**

The Agency may be dissolved at any time upon the unanimous vote of the Board. However, the Agency shall not be dissolved until all debts and liabilities of the Agency have been eliminated, or allocated, assigned and assumed by individual Members, or another entity or individual. Upon Dissolution of the Agency, each Member shall receive its proportionate share (in proportion to the

contributions made by each Member) of any remaining assets after all Agency liabilities and obligations have been paid in full. The distribution of remaining assets may be made "in kind" or assets may be sold and the proceeds thereof distributed to the Members. This distribution shall occur within a reasonable time after dissolution. No former member which previously withdrew or was terminated shall be entitled to a distribution upon dissolution.

**Section 11.09 – Disposition of Property Upon Termination of Agency or Board Determination of Surplus.**

Upon termination of this Agreement or upon determination by the Board that any surplus money is on hand, such surplus money shall be returned to the then Members of the Agency that contributed such monies in proportion to their contributions or such surplus money may be applied to a Board designated reserve account. The Board shall first offer any surplus properties, works, rights and interests of the Agency for sale to the individual Member and the sale shall be based on highest bid. If no such sale is consummated, the Board shall offer the surplus properties, works, rights and interests of the Agency for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

## Article XII: Miscellaneous Provisions

**Section 12.01 – Agreement Complete.**

The foregoing constitutes the full and complete Agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

**Section 12.02 – Amendment.**

12.02.01 Minor Amendments. Minor, administrative amendments to this Agreement may be made by supermajority vote pursuant to Section 7.06.

12.02.02 Other Amendments. Amendments to this Agreement related to the following items require unanimous written consent of the Members acting through their governing bodies, and may be amended from time to time by the unanimous consent of the Members, acting through their governing bodies.

- Any change in Powers
- Any change in Board composition, except as already provided for in this Agreement
- Any change in Voting requirements
- Any changes to Liabilities and Indemnification provisions
- Any changes to Termination and Withdrawal provisions
- Elimination of the Advisory Committee

- Any other item expressly requiring unanimous as described elsewhere in this Agreement, including Sections 3.01, 7.07, 11.06, and 11.08

**Section 12.03 – Successors and Assigns.**

The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Agency then in effect.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Members hereto. This section does not prohibit a Member from entering into an independent agreement with another agency regarding the financing of that Member's contributions to the Agency or the disposition of proceeds, which that Member receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Agency or the Members under this Agreement.

**Section 12.04 – Dispute Resolution.**

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, withdrawal from or other issue related to this Agreement, the Members that are party to the dispute (the "**Disputing Parties**") agree to meet and confer in a good faith attempt to resolve the dispute. On the request of any Disputing Party to meet and confer, the other Disputing Parties agree to provide available dates within 21days of the meet and confer request. The Disputing Parties may agree to schedule additional meet and confer sessions. If the Disputing Parties are unable to resolve the dispute by meeting and conferring, they shall mediate the dispute. The cost of any such mediation will be borne equally by the Disputing Parties. If the Disputing Parties cannot agree on a mediator, they may select a mediator by alternately striking names from a list of available mediators from JAMS or a similar mediation service provider. The Disputing Parties will provide all other Members written notice of any scheduled mediation and the issues subject to mediation at least 10business days prior to the mediation. One representative for each Member not party to the dispute and one Agency staff representative may attend any mediation under this section to represent the Members' and the Agency's interests related to the mediation. The cost of such representatives' attendance shall be borne by the Members and the Agency so represented. The mediator may, in the mediator's sole discretion limit the participation of representatives of Members not party to the dispute and/or any Agency representative in the interest of successfully mediating the dispute.

No settlement of a dispute subject to this section will bind the Agency or any Members not party to the dispute except to the extent the settlement is approved by the Agency Board by unanimous vote of the Directors of the non-disputing Members.

**Section 12.05 – Execution In Parts Or Counterparts.**

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile or electronic signatures shall be binding.

**Section 12.06 – Member Authorization.**

The governing bodies of the Members have each authorized execution of this Agreement, as evidenced by their respective signatures below.

**Section 12.07 – No Predetermination or Irretrievable Commitment of Resources.**

Nothing herein shall constitute a determination by the Agency or any Member that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, have been completed.

**Section 12.08 – 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 set forth for each of the Members hereto on Exhibit "A" of this Agreement, or to such other changed addresses communicated to the Agency and the Members in writing.

**Section 12.09 – Severability And Validity Of Agreement.**

Should the participation of any Member to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that Member's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each Member hereby agrees it would have entered into this Agreement upon the same remaining terms as provided herein.

**Section 12.10 – Singular Includes Plural.**

Whenever used in this Agreement, the singular form of any term includes the plural form and the plural form includes the singular form.

**IN WITNESS WHEREOF**, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective Board of Directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

# SIGNATURE LINES

**CITY OF SANTA ROSA**

By: _____

Name: _____

Title: _____

Date: _____

**SONOMA COUNTY WATER AGENCY**

By: _____

Name: _____

Title: _____

Date: _____

**COUNTY OF SONOMA**

By: _____

Name: _____

Title: _____

Date: _____

**CITY OF ROHNERT PARK**

By: _____

Name: _____

Title: _____

Date: _____

**TOWN OF WINDSOR**

By: _____

Name: _____

Title:_____

Date: _____

**CITY OF COTATI**

By: _____

Name: _____

Title:_____

Date: _____

**SONOMA RESOURCE CONSERVATION DISTRICT**

By: _____

Name: _____

Title:_____

Date: _____

**GOLD RIDGE RESOURCE CONSERVATION DISTRICT**

By: _____

Name: _____

Title:_____

Date: _____

**CITY OF SEBASTOPOL**

By: _____

Name: _____

Title:_____

Date: _____

# EXHIBIT A

MEMBERS

**City of Cotati**

**City of Rohnert Park**

**City of Santa Rosa**

**City of Sebastopol***

**Town of Windsor**

**Sonoma Resource Conservation District**

**Gold Ridge Resource Conservation District**

**Sonoma County Water Agency**

**County of Sonoma**

* Member added on August 8, 2019 pursuant to Section 5.03 of JPA.

# EXHIBIT B

## Advisory Committee to the Agency Board

The purpose of the Advisory Committee is to provide input and recommendations to the Agency Board on groundwater sustainability plan development and implementation and GSA policies. The intent of the committee is to provide community perspective and participation in the GSA.

The Advisory Committee will review and/or provide recommendations to the Agency Board on groundwater-related issues that may include:

- Development, adoption or amendment of the GSP
- Sustainability goals and objectives
- Best management practices
- Monitoring programs
- Annual work plans and reports (including mandatory 5-year milestone reports)
- Modeling scenarios
- Inter-basin coordination activities
- Projects and management actions to achieve sustainability
- Community outreach
- Local regulations to implement SGMA
- Fee proposals
- General advisory

The Advisory Committee will not be involved in the Agency budget or day-to-day operations, such as personnel staffing or contracting.

## Membership

Composition of the Advisory Committee is intended to represent the beneficial uses and users of groundwater identified in the Sustainable Groundwater Management Act.

Committee members may not serve concurrently on the Agency Board. Members must live or work within the Santa Rosa Plain Groundwater Basin or represent an organization with a presence in Santa Rosa Plain Groundwater Basin identified by the Department of Water Resources current Bulletin 118. Committee membership is based on the interest group and Member designations described below. Notwithstanding the foregoing, the Board may choose to appoint one of the interest-based members of the Advisory Committee from outside the Bulletin 118 Basin, provided such member resides, works or represents an organization with a presence in the watershed which contributes to the Basin.

Each Member of the Agency, as well as the MWC/PUCRs, will appoint a representative from staff or the community to the Advisory Committee, for a total of ten members:

1. City of Santa Rosa
2. Town of Windsor
3. City of Rohnert Park
4. City of Cotati
5. City of Sebastopol
6. Sonoma County
7. Sonoma County Water Agency
8. Sonoma Resource Conservation District
9. Gold Ridge Resource Conservation District
10. Mutual Water Companies/ PUC-Regulated

The following GSA eligible entities have elected not to participate on the Agency Board but shall hold a seat on the Advisory Committee. These entities, not the Agency Board, will appoint their representatives:

11. Graton Rancheria

The Agency Board will appoint 7 interest-based members:

12. Environmental representative
13. Environmental representative
14. Rural residential well owner
15. Rural residential well owner
16. Business community representative
17. Agricultural interest (surface water or Groundwater user)
18. Agricultural interest (surface water or Groundwater user)

**Member Appointment**

The Agency Board will appoint members to fill the interest-based seats. Interested individuals from the community or local organizations may apply to the Agency Board, designating in the application, the seat that the applicant would intend to fill.

The Agency Board encourages entities and individuals within each interest group to work together to recommend a single candidate to fill that interest's seat. The Agency Board will give strong consideration to appointing candidates that have the backing of multiple organizations or individuals within that interest group.

The Agency Board encourages candidates with experience and familiarity with groundwater and its management. The Agency Board will also give preference to applicants with experience working with diverse community-based groups.

For one of the rural residential well representatives, the Agency Board will give preference to appointees that can represent the interests of disadvantaged populations or interests that are otherwise under-represented on the Advisory Committee.

For agricultural representatives, preference will be given for diversity between surface and groundwater reliance for agricultural operations.

**Application Timeline**

The Agency Board will establish a timeline and process for appointment of the initial Advisory Committee following Agency formation. In subsequent years, applicants will submit an application and statement of interest for vacant seats to the Agency Board by October 1 of the year prior to the beginning of the term for that seat. The GSA will post applications on its web site. At-large appointments from Members will be due to the Agency Board by November 1. The GSA governing board will appoint interest-based committee members at its final meeting of each calendar year as necessary. Terms will commence in January of the subsequent year.

**Advisory Committee Member Terms**

The initial Advisory Committee appointments will include seats with three-year terms (interest-based categories) and two-year terms (eligible entity appointees). Following initial committee appointment, all member terms will be two years. Advisory Committee Members are not term-limited; however, interest-based members must apply for each term. If a vacancy occurs for an interest-based seat before the end of the term, the Agency Board will appoint a new member to complete the term. Vacancies for any of the eligible entity appointees shall be filled by their respective agency.

The Agency Board can remove an interest-based committee member if the member is not performing responsibilities. The Agency Board will appoint alternates if the Board deems alternate committee members necessary. If appointing alternates, the Agency Board will request that the Member also provide alternates for eligible entity appointments.

**Decision Making and Governing Board Consideration**

To inform Agency Board decision-making, the Advisory Committee will provide written recommendations in reports. The recommendations reports will identify areas of agreement and disagreement. The committee will strive for consensus when possible, but reaching consensus is not necessary. Consensus means that everyone can at least "live with it." When unable to reach consensus on recommendations, the committee will outline the areas in which it does not agree, providing some explanation to inform Agency Board decision-making.

The committee may request that one or more committee members present its recommendations to the Agency Board, including areas of agreement and disagreement, consistent with committee deliberations.

Pursuant to Agency Board direction, Agency staff will develop the annual work plan and schedule for committee meetings. The Advisory Committee will adopt a charter and will appoint a Chair and Vice-Chair.

The Agency Board will consider Advisory Committee recommendations when making decisions. If the Agency Board does not agree with the recommendations of the Advisory Committee, the Agency Board shall state the reasons for its decision.

**Public Process**

All Advisory Committee meetings are subject to the Brown Act and will be open to the public. The GSA will announce committee meetings on its website and through its regular communication channels.