

**JOINT POWERS AGREEMENT BETWEEN THE
COUNTIES OF PLUMAS AND SIERRA,
ESTABLISHING THE SIERRA VALLEY
GROUNDWATER MANAGEMENT DISTRICT**

RECITALS

Whereas, the County of Sierra (Sierra) and the County of Plumas (Plumas) have lands overlying the Sierra Valley Groundwater Basin (Basin), and

Whereas, the legislature has authorized the creation of a groundwater management district to protect the Basin as provided herein, and

Whereas both Sierra and Plumas have previously entered into a joint powers agreement and desire to extend the agreement.

Therefore, the County of Sierra and the County of Plumas do enter into this agreement under the following findings, terms and conditions:

SECTION 1 – PURPOSE/AUTHORITY

- 1.1 The Board of Supervisors of Sierra and Plumas Counties hereby declare that the preservation of the groundwater in Sierra Valley for continued utilization by agriculture and others is in the public interest of both counties, and therefore enter into this joint power agreement for the purpose of the preservation and management of groundwater in the Sierra Valley.
- 1.2 This agreement is authorized and entered into pursuant to Government Code section 6500 et. seq.

SECTION 2 – METHOD OF ACCOMPLISHMENT

2.1 In order to accomplish the purpose set forth in section 1.1, Sierra and Plumas heretofore created the Sierra Valley Groundwater Management District (District), which shall be operated pursuant to the terms of this agreement.

SECTION 3 – BOUNDARIES

3.1 the boundaries of the District shall be those as set forth in section 201 of the Sierra Valley Groundwater Basin Act, Statutes 1980, chapters 449 and 986.

SECTION 4 – TERM OF THIS AGREEMENT

4.1 The term of this agreement shall be ten (10) years from the date of adoption and shall supersede any and all prior agreements.

4.2 Notwithstanding section 4.1, this agreement may be cancelled at any time by mutual consent of both parties, provided at least six months' notice is given to the District in writing by both counties. The decision to cancel may be withdrawn by either county at any time after notice has been given to the District and before the cancellation date mentioned in the notice. If either county withdraws its cancellation notice, the cancellation shall become void, and this agreement shall continue in full force and effect.

4.3 This agreement may be cancelled unilaterally at any time by either county, provided that at least six months' notice is provided in writing to both the District and other county. In the event that one county chooses to unilaterally withdraw from this agreement, all the assets of the District shall become the property of the county who has not unilaterally withdrawn. The notices of cancellation to the District and the other county may be withdrawn by the county that issued the notices at any time after the notices are issued and before the cancellation date mentioned in the notices. In the event that either notice is withdrawn, this agreement shall continue in full force and effect.

SECTION 5 – AMENDMENTS

5.1 This agreement may be amended at any time by mutual agreement of the two counties.

SECTION 6 – DISPOSITION OF PROPERTY AND SURPLUS MONEY ON TERMINATION OF THIS AGREEMENT

6.1 In the event that this agreement is cancelled pursuant to notice of both counties or upon the expiration of the term of this agreement, and the District is to be dissolved, any real or personal property and funds owned by the District after its accounts are fully settled shall be divided equally between the two counties.

6.2 In the event this agreement is cancelled pursuant to section 4.3, and the District is to be dissolved, the real and personal property of the District shall first be used to fully satisfy all obligations of the District, and then any remaining assets shall be divided among the counties in proportion to each county's respective contribution to the District.

SECTION 7 – POWERS OF THE DISTRICT

7.1 The District shall have the powers and authority granted in “The Sierra Valley Groundwater Basin Act,” statutes 1980, chapters 449 and 986, together with any additional powers and authority that may be granted by the Legislature.

7.2 This District shall also have power to do the following, and it shall do so in its own name:

- (a) Make and enter into contracts;
- (b) Employ agents and employees, including legal counsel;
- (c) Acquire, construct, manage, maintain, or operate any building, works, or improvement;
- (d) Acquire, hold, or dispose of property;
- (e) Incur debts, liabilities, or obligations; and
- (f) Sue or be sued.

7.3 To the extent authorized by section 102 of chapter 449, California Statutes of 1980, the District shall also have any other power or authority reasonably implied and necessary and proper to carry out the objectives and purpose of the District.

SECTION 8 – BOARD OF DIRECTORS

8.1 The business of the District shall be done by a seven-member board of directors.

8.2 The District shall defend any director, officer, employee, or agent, or any past director, officer, employee, or agent, against any claim or action against him for an injury arising out of any act or omission occurring within the scope of his employment as a director, officer, employee, or agent of the District. The District shall also pay, with the exception of punitive damages, any judgement based thereon or any compromise or settlement of the claim or action to which the District has agreed. Nothing in this section prohibits the payment of punitive damages should the board of directors determine such payment is warranted and appropriate under the circumstances of the case.

8.3 The appointment, term of office, and method for removal of each of the seven directors shall be as follows:

- a) Director 1 shall be a member of the Board of Supervisors of Plumas County and appointed to a four-year term of office by the Plumas County Board of Supervisors. Director 1 shall only be removed by action of the Plumas County Board of Supervisors.

- b) Director 2 shall be a member of the Sierra County Board of Supervisors and appointed to a four-year term of office by the Sierra County Board of Supervisors. Director 2 shall only be removed by action of the Sierra County Board of Supervisors.
- c) Director 3 shall reside in Plumas County within an area inside the boundaries of the District. Director 3 shall not be a member of the Plumas County Board of Supervisors but appointed by the Board to a four-year term and may be removed from office by a vote of the Plumas County Board of Supervisors.
- d) Director 4 shall reside in Sierra County within an area inside the boundaries of the District. Director 4 shall not be a member of the Sierra County Board of Supervisors but appointed by the Board to a four-year term and may be removed from office by a vote of the Sierra County Board of Supervisors.
- e) Director 5 shall reside in Plumas County within an area inside the boundaries of the District. Director 5 shall not be a member of the Plumas County Board of Supervisors but appointed by the Board to a four-year term and may be removed from office by a vote of the Plumas County Board of Supervisors.
- f) Director 6 shall reside in Sierra County within an area inside the boundaries of the District. Director 6 shall not be a member of the Sierra County Board of Supervisors but appointed by the Board to a four-year term and may be removed from office by a vote of the Sierra County Board of Supervisors.
- g) Director 7 shall reside in either Plumas or Sierra within the District boundaries and shall be appointed to a four (4) year term of office by a four (4) vote majority of the District board of directors and may be removed at any time by a vote of both Sierra and Plumas County Board of Supervisors.

8.4 If a vacancy in the board of directors occurs during a term prescribed above, whether that vacancy is caused by death, removal pursuant to this agreement, no longer residing in the location required, no longer serving as a supervisor, or for any other reason, then the vacancy shall be filled by an appointment that will be made in the manner prescribed for the respective directorships in section 8.3. The person so appointed will serve for the balance of the unexpired term, unless removed from office as specified in section 8.3.

SECTION 9- COUNTY FINANCIAL CONTRIBUTIONS

9.1 The District shall continue to make every effort to become financially self-supporting.

9.2 During the first three years, Plumas and Sierra Counties did contribute to the District the amounts of money reasonable needed by the District to accomplish its business.

9.3 The regular yearly request by the District for funds from the Counties shall be submitted to a bi-county finance committee. The committee shall be composed of two members of the board of supervisors from each county. The supervisors who serve as District directors one and two shall not be appointed to the bi-county finance committee. The committee shall meet with the District and determine the amount of money needed from the counties for the coming year. The committee shall determine how much of the money should be paid by each county. The committee will then submit these determinations as recommendations to the board of supervisors of each county for their consideration. The committee's recommendation is not binding on the counties.

9.4 The District shall submit its request to the committee by May 1 of each year. Each board of supervisors shall act on the committee's recommendations by July 1 of each year.

9.5 Other requests for funds from the counties necessitated by unexpected need may be made by the District to the committee at any time during the year.

9.6 The counties may give to the District the services of county employees, equipment, or property in lieu of cash contributions.

SECTION 10 – FINANCIAL ACCOUNTABILITY.

10.1 The District shall provide for strict accountability of all funds and report all receipts and disbursements.

10.2 The Plumas County Treasurer is hereby designated as the depository of funds for the District. The treasurer shall perform all tasks required by California Government Code Section 6505.5.

10.3 The Plumas County Auditor is hereby designated as the auditor for the District. The auditor shall perform all tasks required by California Government Code Sections 6505 and 6505.5, including the annual audit.

10.4 The Sierra County Counsel or his/her designee shall perform the tasks of General Counsel to the District. Sierra County may charge for these services as a credit against any amount owed to the District under section 9. In the event of a conflict of interest with either county, the District shall employ independent legal counsel pursuant to section 7.2(b).

10.5 The Plumas County Board of Supervisors may charge the District an amount equal to Plumas County's actual cost for the services of the treasurer and auditor. These charges may be used as a credit against any amount owed to the District under Section 9.

SECTION 11 – ANNUAL REPORT

11.1 Once each year the board of directors shall file a written report with the county clerk of each county. The report shall generally detail the state of the groundwater resource in Sierra Valley and the activities of the District in the past year. The report shall include a summary of any results of studies completed, and any management activity engaged in.

SECTION 12 – DISTRICT AS SEPARATE ENTITY

12.1 The debts, liabilities, and obligations of the District shall not be the debts, liabilities, and obligations of either county.

Approved as to form: _____
Dated: _____, 2019
R. Craig Settlemente
Plumas County Counsel

Plumas County Board of Supervisors

Michael Sanchez, Chair
Plumas County Board of Supervisors

Sierra County Board of Supervisors

Dated: _____, 2019

Paul Roen, Chair
Sierra County Board of Supervisors

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Plumas County Board of Supervisors



Michael Sanchez, Chair

Plumas County Board of Supervisors

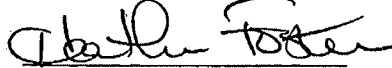
Sierra County Board of Supervisors



Paul Roen, Chair

Sierra County Board of Supervisors

ATTEST:



HEATHER FOSTER
Clerk of the Board

Approved as to form: _____
Dated: _____, 2019
R. Craig Settlement
Plumas County Counsel

Dated: July 9, 2019

APPROVED AS TO FORM:

DAVID PRENTICE
County Counsel