

## **RESOLUTION NO. 2017-3**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEL REY COMMUNITY SERVICES APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH KINGS GROUNDWATER SUSTAINABILITY AGENCY JOINT POWERS AUTHORITY, THE DEL REY COMMUNITY SERVICES DISTRICT, AND THE CARUTHERS COMMUNITY SERVICES DISTRICT**

WHEREAS, on September 16, 2014, the Governor of the State of California signed three (3) bills (SB 1168, SB 1319, and AB 1739) into law creating the Sustainable Groundwater Management Act ("SGMA"), which is codified at section 10720, et seq., of the California Water Code; and

WHEREAS, Water Code section 10723.6 authorizes a combination of local agencies overlying a groundwater basin to elect to become a Groundwater Sustainability Agency ("GSA"), by using a Joint Exercise of Powers Agreement, memorandum of understanding or other legal agreement; and

WHEREAS, the Del Rey Community Services District jurisdiction overlays the Kings Sub-Basin of the San Joaquin Valley Basin Sub-Basin; ID 5-022.08 (2016 Department of Water Recourses Bulletin 118) (the "Sub-Basin") which is an unadjudicated groundwater basin; and

WHEREAS, on May 25, 2017, the South Kings Groundwater Sustainability Agency, comprised of the cities of Fowler, Kingsburg, Parlier, Sanger, and Selma, operating pursuant to a Joint Exercise of Powers Agreement entitled the "South Kings Groundwater Sustainability Agency Joint Powers Authority" ("SKGSA"), elected to become a GSA within the Kings Sub-Basin; and

WHEREAS, on June 6, 2017, the SKGSA submitted its GSA formation notice to the Department of Water Resources, as required by Water Code section 10723.8; and

WHEREAS, Del Rey Community Services District is a local entities with either water supply, water management, or land use responsibilities within the SKGSA, and as such are qualified individually to serve as a GSA under the provisions of SGMA; and

WHEREAS, Del Rey Community Services District desires to join the SKGSA; and

WHEREAS, Del Rey Community Services District desires to enter into an memorandum of understanding to further that process; and

WHEREAS, Del Rey Community Services District understands that Caruthers Community Services District may also want to join the SKGSA; and may also enter into a memorandum of understanding with Del Rey Community Services District and SKGSA.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Del Rey Community Services District as follows:

Section 1. The foregoing recitals are hereby found to be true and correct and incorporated herein by this reference.

Section 2. The Board of Directors hereby approves and adopts the Memorandum Of Understanding Between The South Kings Groundwater Sustainability Agency Joint Powers Authority, The Del Rey Community Services District, And The Caruthers Community Services District, as to its material terms as attached hereto as Exhibit "A." The Board President is authorized to take all action required to execute and effectuate the same subject to approval as to legal form by the District Attorney. Said approval shall apply regardless whether Caruthers Community Services District elects to participate in said Memorandum of Understanding.

Section 3. This Resolution shall be effective immediately.

I hereby certify that the foregoing Resolution No. 2017-3 is a full, true and correct copy of a resolution duly passed and adopted by the Board of Directors of the Del Rey Community Services District at a meeting thereof duly held on the 12th day of June, 2017, by the vote recorded as follows:


AYES:

NOES:

ABSENT:

ABSTAIN:

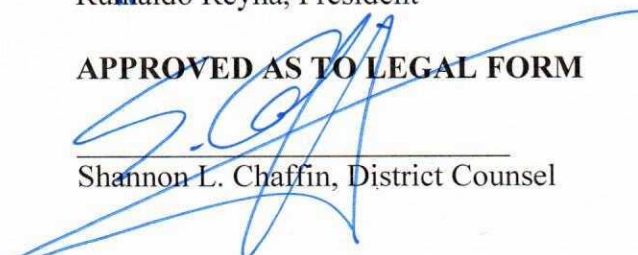
**ATTEST**

  
\_\_\_\_\_  
Carlos Arias, District Manager  
Del Rey Community Services District

**DEL REY COMMUNITY SERVICES DISTRICT**

  
\_\_\_\_\_  
Rumbaldo Reyna, President

**APPROVED AS TO LEGAL FORM**

  
\_\_\_\_\_  
Shannon L. Chaffin, District Counsel

**EXHIBIT A**



**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
SOUTH KINGS GROUNDWATER SUSTAINABILITY AGENCY  
JOINT POWERS AUTHORITY, THE DEL REY COMMUNITY  
SERVICES DISTRICT, AND THE CARUTHERS COMMUNITY  
SERVICES DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 14th day of June, 2017 ("Effective Date") between the South Kings Groundwater Sustainability Agency, comprised of the cities of Fowler, Kingsburg, Parlier, Sanger, and Selma, operating pursuant to a Joint Exercise of Powers Agreement entitled the "South Kings Groundwater Sustainability Agency Joint Powers Authority" ("SKGSA"), the Del Rey Community Services District, a community services district established under the provisions of Government Code Section 61000, *et seq.* ("Del Rey"), and the Caruthers Community Services District, a community services district established under the provisions of Government Code Section 61000, *et seq.* ("Caruthers") (collectively known as the "Parties").

**RECITALS**

WHEREAS, on September 16, 2014, the Governor of the State of California signed three (3) bills (SB 1168, SB 1319, and AB 1739) into law creating the Sustainable Groundwater Management Act ("SGMA"), which is codified at section 10720, *et seq.*, of the California Water Code; and

WHEREAS, Water Code section 10723.6 authorizes a combination of local agencies overlying a groundwater basin to elect to become a Groundwater Sustainability Agency ("GSA"), by using a Joint Exercise of Powers Agreement, memorandum of understanding or other legal agreement; and

WHEREAS, the Parties overlie the Kings Sub-Basin of the San Joaquin Valley Basin Sub-Basin; ID 5-022.08 (2016 Department of Water Resources Bulletin 118) (the "Sub-Basin") which is an unadjudicated groundwater basin; and

WHEREAS, at a duly-noticed public hearing on May 25, 2017, the SKGSA elected to become a GSA within the Kings Sub-Basin; and

WHEREAS, on June 6, 2017, the SKGSA submitted its GSA formation notice to the Department of Water Resources, as required by Water Code section 10723.8; and

WHEREAS, Caruthers is within the Kings Sub-Basin, and its boundaries are depicted on Exhibit "A-1" attached hereto, and incorporated by this reference herein; and

WHEREAS, Del Rey is within the Kings Sub-Basin, and its boundaries are depicted on Exhibit "A-2" attached hereto, and incorporated by this reference herein; and



WHEREAS, Del Rey and Caruthers are local entities with either water supply, water management, or land use responsibilities within the SKGSA, and as such are qualified individually to serve as a GSA under the provisions of SGMA; and

WHEREAS, Del Rey and Caruthers desire to join the SKGSA; and

WHEREAS, the SKGSA desires to have Del Rey and Caruthers join the SKGSA.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein and including the Recitals, which are a substantive part of this MOU:

1. This MOU is entered into by and between the Parties to facilitate a cooperative and ongoing working relationship that will allow compliance with SGMA and related State laws, both as amended from time to time.

2. Upon approval of this MOU by Del Rey, the SKGSA will commence the process to add Del Rey as a participant in the SKGSA through this Agreement.

3. Upon approval of this Agreement by Caruthers, the SKGSA will commence the process to add Caruthers as a participant in the SKGSA through this Agreement.

4. Nothing herein shall be construed or interpreted as authorizing the SKGSA to make a binding determination regarding the water rights of any person or entity, including, without limitation, Del Rey and Carruthers. However, Del Rey and Caruthers both acknowledge that upon the approval of this MOU by the SKGSA's governing board, they will participate in the GSA and be subject to the decisions made by the SKGSA's governing board as it is constituted under the South Kings Groundwater Agency Sustainability Agency Joint Powers Authority Agreement attached hereto as Exhibit "B." Until Del Rey or Carruthers become members of the South Kings Groundwater Agency Sustainability Agency Joint Powers Authority Agreement, this MOU will not require either entity to make a Member cost-sharing contribution, or pay a fee, charge or rate imposed pursuant to the South Kings Groundwater Agency Sustainability Agency Joint Powers Authority Agreement.

5. This MOU shall remain in effect until it is terminated. Such termination may be effectuated by a four-fifths vote of the SKGSA's governing board removing Del Rey and/or Caruthers as participants in the SKGSA, with thirty (30) days of written notice. Del Rey and/or Caruthers may also terminate this MOU with thirty (30) days of written notice to the SKGSA's Secretary. Del Rey and/or Caruthers shall remain liable for any obligation, financial or otherwise, incurred prior to the termination of this MOU.

6. The termination of this MOU may also be effectuated by the addition of Del Rey and Caruthers as members of the South Kings Groundwater Agency Sustainability Agency Joint Powers Authority, pursuant the terms of the Joint Powers Authority Agreement attached hereto as Exhibit "B." However, until such time, the conditions under which Del Rey and Caruthers participate in the SKGSA are governed by this MOU.



7. This MOU shall be interpreted, construed, and governed according to the laws of the State of California without regard to conflict of law principles.

8. Should any provision of this MOU be determined by a court of competent jurisdiction to be void, in excess of a Party's authority, or otherwise unenforceable, the validity of the remaining provisions of this MOU shall not be affected thereby.

9. No rights and duties of any of the Parties under this MOU may be assigned or delegated without the express prior written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties without such consent shall be null and void.

10. Notices: Each Party shall designate a principal contact person for that Party, who may be changed from time to time. Any formal notice or other formal communication given under the terms of this MOU shall be in writing and shall be given personally or by certified mail, postage prepaid and return receipt requested. Any notice shall be delivered or addressed to the parties at the addresses set forth below or at such other address or facsimile numbers as shall be designated by notice in writing in accordance with the terms of this Agreement. The date of receipt of the notice shall be the date of actual personal service or three days after the postmark on certified mail.

South Kings Groundwater Sustainability Agency: David Peters, Secretary, City of Fowler, 128 S. 5th Street, Fowler, CA 93625

Carruthers Community Services District, 13617 S Raider Ave, Caruthers, CA 93609

Del Rey Community Services District, 10649 Morro Ave, Del Rey, CA 93616

11. Execution in Counterparts: This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed agreement. Signatures transmitted by facsimile or electronic transmission shall be deemed original signatures.

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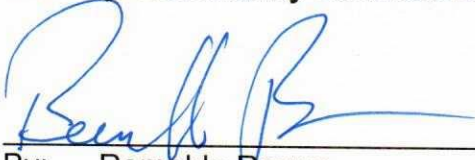
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**IN WITNESS WHEREOF**, the Parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

**South Kings Groundwater Sustainability  
Agency**

\_\_\_\_\_  
By: Karnig Kazarian  
Its:

**Del Rey Community Services District**

  
\_\_\_\_\_  
By: Remaldo Reyna  
Its: President

**Carruthers Community Services District**

\_\_\_\_\_  
By:  
Its:

# EXHIBIT A-1

## Caruthers Community Service District

Authorized Services: Water, Sewer, Street Lights and Storm Drainage

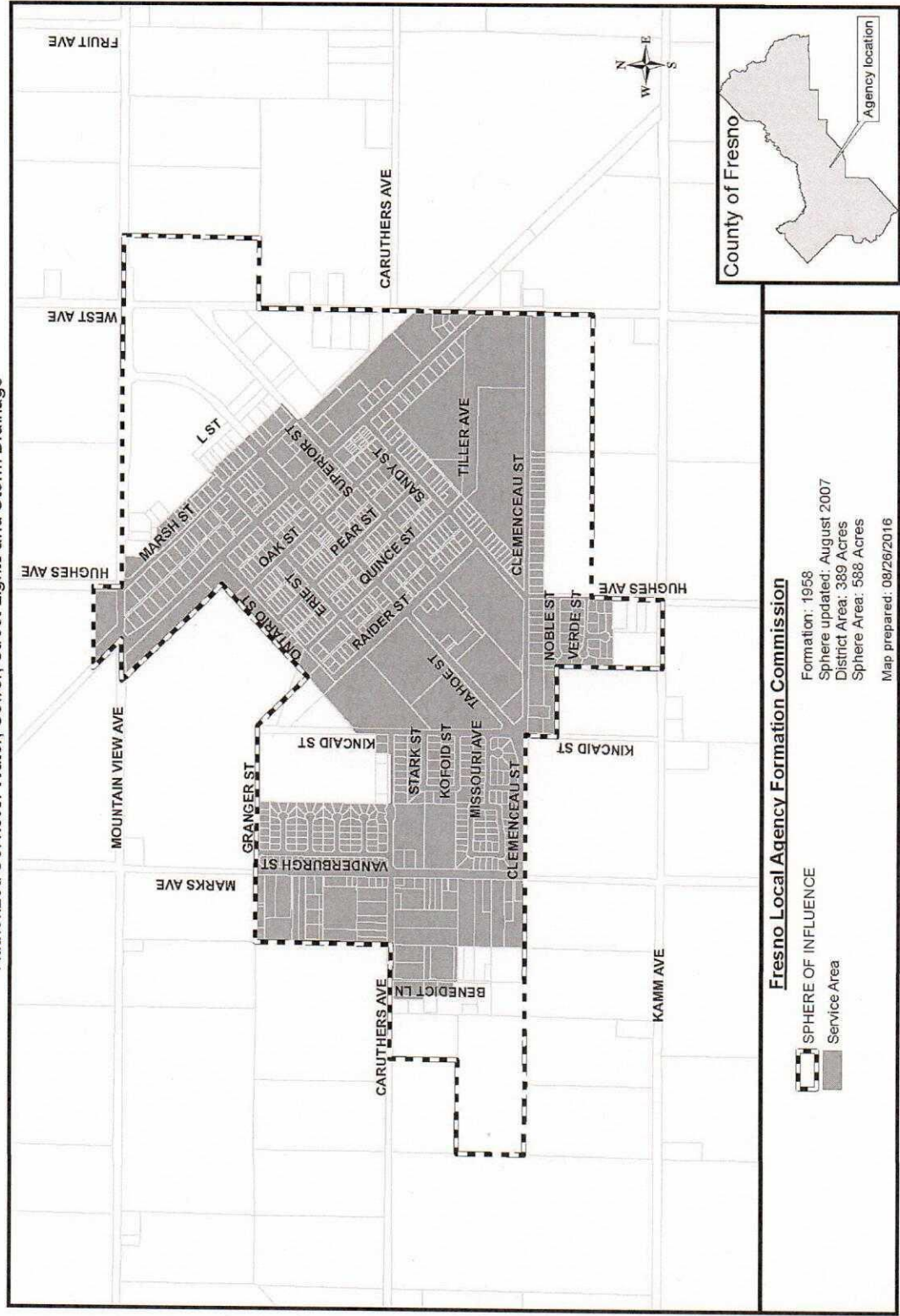
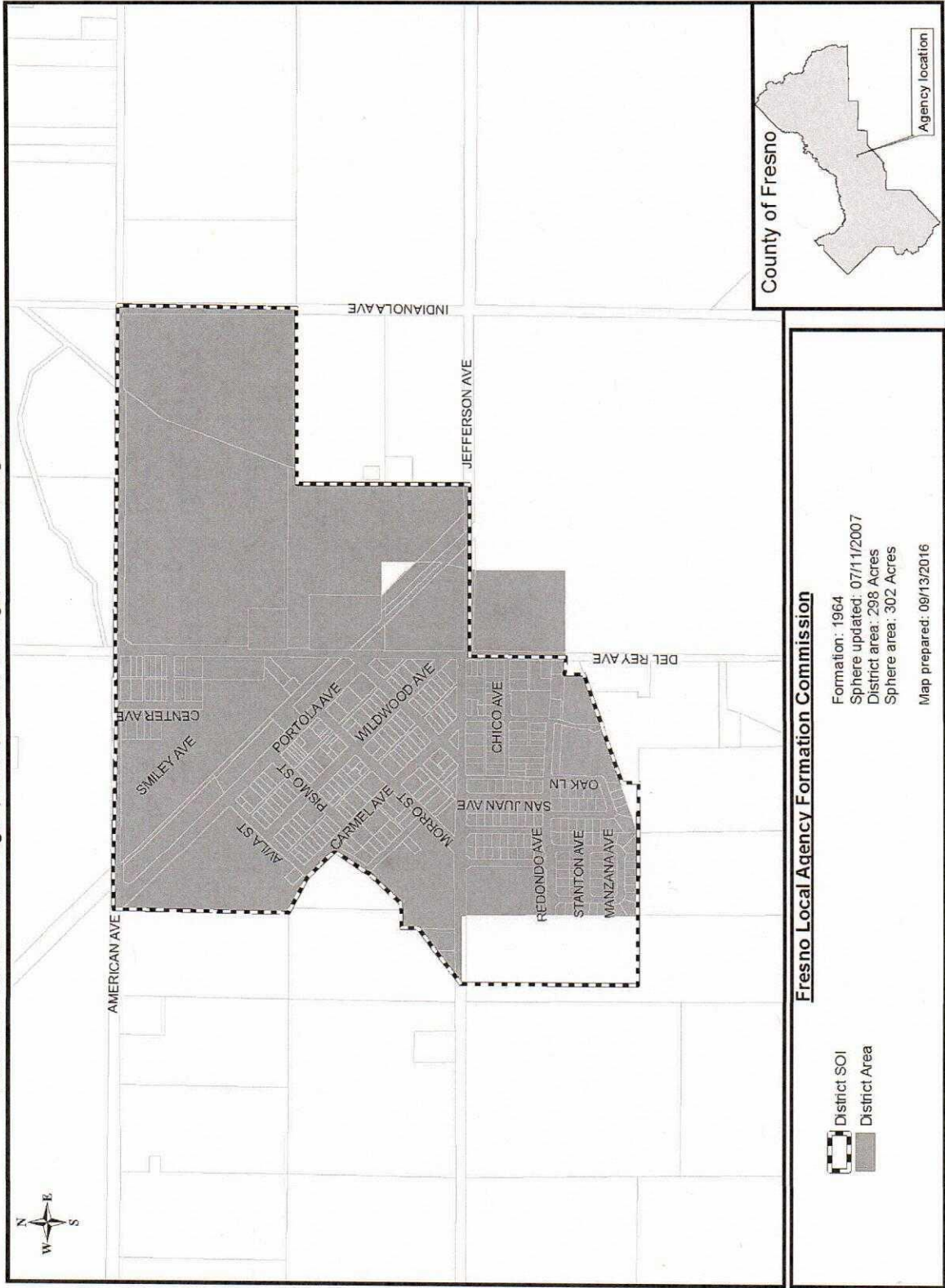




EXHIBIT A-2

**Del Rey Community Service District**

Authorized Services: Street Lights, Water, Sewer, Garbage, Storm Drainage, Park Maintenance



**Fresno Local Agency Formation Commission**

Formation: 1964  
Sphere updated: 07/11/2007  
District area: 298 Acres  
Sphere area: 302 Acres  
Map prepared: 08/13/2016

Document Path: K:\00-LAF-Co Maps\Special Districts\Community Service\Del Rey\Del Rey CSD.mxd