

**FIRST AMENDMENT TO JOINT POWERS AGREEMENT
FORMATION OF SOUTH FORK KINGS GSA JOINT POWERS AUTHORITY**

This First Amendment to Joint Powers Agreement Formation of the South Fork Kings GSA Joint Powers Authority ("**First Amendment**") is made and entered into effective this _____ day of _____, 2024 ("**Effective Date**"), by and between the City of Lemoore, Empire West Side Irrigation District, Stratford Irrigation District, Stratford Public Utilities District, and the County of Kings, hereinafter referred to individually as a "**Member**" and collectively as the "**Members**".

RECITALS

- A. The Members entered into that certain Joint Powers Agreement Formation of the South Fork Kings GSA Joint Powers Authority ("**Agreement**") pursuant to Government Code Sections 6500, et seq. for the purpose of acting as an independent public agency to serve as a single Groundwater Sustainability Agency ("**GSA**") under the Sustainable Groundwater Management Act of 2014 ("**SGMA**") in the Tulare Lake Subbasin (the "**Subbasin**").
- B. The Members desire to amend the Agreement to, among other things, modify the structure of the Board of Directors and related voting requirements, in accordance with the provisions of this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this First Amendment and set for in the Agreement and for other good and valuable consideration, the Agreement is hereby amended as follows:

1. Definitions: Unless otherwise specifically defined in the First Amendment, all capitalized terms used in this First Amendment shall have the same meanings as ascribed to them in the Agreement.

2. Amendment to Agreement. The Agreement is hereby amended as follows:

a. Section 9.a. of the Agreement shall be in its entirety to read as follows:

"9. ORGANIZATION:

a. GOVERNING BOARD: The Authority shall be governed by a Board of Directors which shall be composed of:

- (i) One (1) appointee of each Member. Each appointee shall be an individual currently serving on the governing board or council of each of the Members, and may only be replaced by an individual currently serving on the board or council of each of the Members. In the event a Member's governing board or council replaces an appointed Director, the Member shall provide all other Members and the Board of Directors of the Authority with written notice of such replacement prior to the next Authority Board meeting. Each Member may designate one (1) alternate Director for the purpose of fully participating on the Authority Board of Directors in the same manner as the Director only when the Director is absent. If an alternate Director is not a member of the board or council of the

Member agency that he or she represents, said alternate Director shall be an employee or authorized agent of the Member.

- (ii) Two (2) representatives of a landowner and groundwater dependent user in the Authority boundaries who does not own land within Members Empire West Side Irrigation District, Stratford Irrigation District, or Stratford Public Utilities District, nominated by the Grower Advisory Committee and appointed by the Board of Directors. For clarity, these two representatives are landowners within the Authority boundaries within County of Kings but not within the boundaries of any other Members.”

- b. Section 9.e(2) is amended to provide that those items requiring a supermajority vote shall require the affirmative vote of 5 Directors.

- 3. Remaining Terms and Conditions of the Agreement. Except as modified as set for in this First Amendment the remaining terms and conditions of the Agreement shall remain in full force and effect.
- 4. Prior Agreements, Amendments. This First Amendment contains all of the agreements of the parties hereto with respect to any matters covered or mentioned in this First Amendment and no prior agreements or understandings pertaining to any such matter shall be effective for any purpose. No provision of this First Amendment may be amended or added to, except by an agreement in writing signed by the parties hereto or the respective successors in interest.
- 5. Controlling Law. The validity, interpretation and performance of this First Amendment shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment effective as of the Effective Date.

SIGNATURE PAGES FOLLOW

CITY OF LEMOORE Signature page

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

CITY OF LEMOORE

City Manager

Date

ATTEST
City Clerk

Date

Approved as to Form
City Attorney

Date

STRATFORD IRRIGATION DISTRICT Signature page

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

STRATFORD IRRIGATION DISTRICT

President of the Board

Date _____

ATTEST
Secretary of the Board

Approved as to Form
District Counsel

Date _____

STRATFORD PUBLIC UTILITIES DISTRICT Signature page

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

STRATFORD PUBLIC UTILITIES DISTRICT

President of the Board

Date _____

ATTEST
Secretary of the Board

Approved as to Form
District Counsel

Date _____

EMPIRE WEST SIDE IRRIGATION DISTRICT Signature page

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

EMPIRE WEST SIDE IRRIGATION DISTRICT

President of the Board

Date _____

ATTEST
Secretary of the Board

Approved as to Form
Legal Counsel

Date _____

COUNTY OF KINGS Signature page

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

COUNTY OF KINGS

Chairman of the Board of Supervisors

Date _____

ATTEST _____, Clerk of the Board

Date _____

Approved as to Form
County Counsel

Date _____