TOWN OF DISCOVERY BAY

COMMUNITY SERVICES DISTRICT

Resolution 2017-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY, A CALIFORNIA COMMUNITY SERVICES DISTRICT APPROVING THE DECISION TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND BECOME A GROUNDWATER SUSTAINABILITY AGENCY UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT

Background

WHEREAS, the Sustainable Groundwater Management Act ("Act") authorizes local agencies to manage groundwater in a sustainable fashion;

WHEREAS, the Act requires all high- and medium-priority groundwater basins, as designated by the California Department of Water Resources ("DWR"), to be managed by a Groundwater Sustainability Agency ("GSA");

WHEREAS, the Tracy Subbasin ("Subbasin), identified by DWR as Subbasin ID No. 5-22.15, of the San Joaquin Valley Groundwater Basin has been designated by DWR as a medium-priority basin;

WHEREAS, the Subbasin underlies portions of Contra Costa, San Joaquin and Alameda Counties;

GSA Formation

WHEREAS, in order to exercise the authority granted in the Act, a local agency may decide to become a GSA;

WHEREAS, the Discovery Bay Community Services District ("Discovery Bay") is a local agency as defined by the Act, and it is appropriate for Discovery Bay to be a GSA for a portion of the Subbasin;

WHEREAS, Water Code section 10723.8(b) provides that 90 days following DWR's posting of any GSA decision notice, the GSA shall be presumed to be the exclusive GSA within the area of the basin or subbasin described in the notice, provided no other notice has been submitted for the same area;

WHEREAS, Discovery Bay intends to act as a GSA to manage the portions of the Subbasin located within its boundaries;

WHEREAS, Discovery Bay Board of Directors has been presented with a map of the portion(s) of the Subbasin that it intends to manage, a copy of which is attached hereto as **Exhibit A**;

WHEREAS, Discovery Bay published notice of its decision to become a GSA for the Subbasin in the East County Times, a copy of which is attached hereto as **Exhibit B**;

WHEREAS, on April 5, 2017, the Discovery Bay held a public hearing to consider whether it should decide to become and act as a GSA for the Subbasin;

Coordination with Local Agencies

WHEREAS, Water Code section 10727(b)(2) provides that multiple groundwater sustainability agencies may develop and implement multiple groundwater sustainability plans coordinated pursuant to a single coordination agreement that covers the entire basin;

WHEREAS, Discovery Bay intends to work cooperatively with the other local agencies that have decided to be GSAs in the portion of the Subbasin, as shown in the map attached hereto as **Exhibit C**;

WHEREAS, Discovery Bay and the other local agencies that have decided to be GSAs effective April 20, 2017, in the portion of the Tracy Subbasin within Contra Costa County have prepared the Memorandum of Understanding (MOU), attached hereto as **Exhibit D**, to coordinate development and implementation of a single Groundwater Sustainability Plan for the portion of the Tracy Subbasin in Contra Costa County;

WHEREAS, these local agencies intend to ultimately execute an agreement with groundwater sustainability agencies located in the Subbasin outside of Contra Costa County to coordinate the development and implementation of multiple groundwater sustainability plans throughout the entire Subbasin; and

California Environmental Quality Act

WHEREAS, adoption of this Resolution does not constitute a Project under Section 15378 of Title 14 of the California Code of Regulations because this Resolution does not result in direct or indirect physical changes in the environment.

NOW, THEREFORE, be it RESOLVED, by the Discovery Bay Community Services District Board of Directors as follows:

1. The Discovery Bay Community Services District hereby authorizes General Manager Michael R. Davies to execute the MOU on behalf of Discovery Bay Community Services District.

2. Discovery Bay Community Services District hereby decides to become the GSA effective April 20, 2017, for the areas of the Tracy Subbasin within Discovery Bay Community Services District boundary, as set forth in the map attached hereto as Exhibit A.

3. Within thirty (30) days of the April 20, 2017 effective date, the Discovery Bay District Counsel is directed to provide notice of this decision to the California Department of Water Resources, as required by Water Code section 10723.8.

4. The General Manager shall facilitate and assist in commencing discussions as soon as practical with other GSAs in order to begin the process of coordinating the development of a groundwater sustainability plan for the portion of the Tracy Subbasin in Contra Costa County, as contemplated by the Act.

PASSED AND ADOPTED at a regular meeting of the Discovery Bay Community Services District Board of Directors on April 5, 2017

Robert Leete
Board President

I hereby certify that the foregoing Resolution was duly adopted by the following vote of the Board:

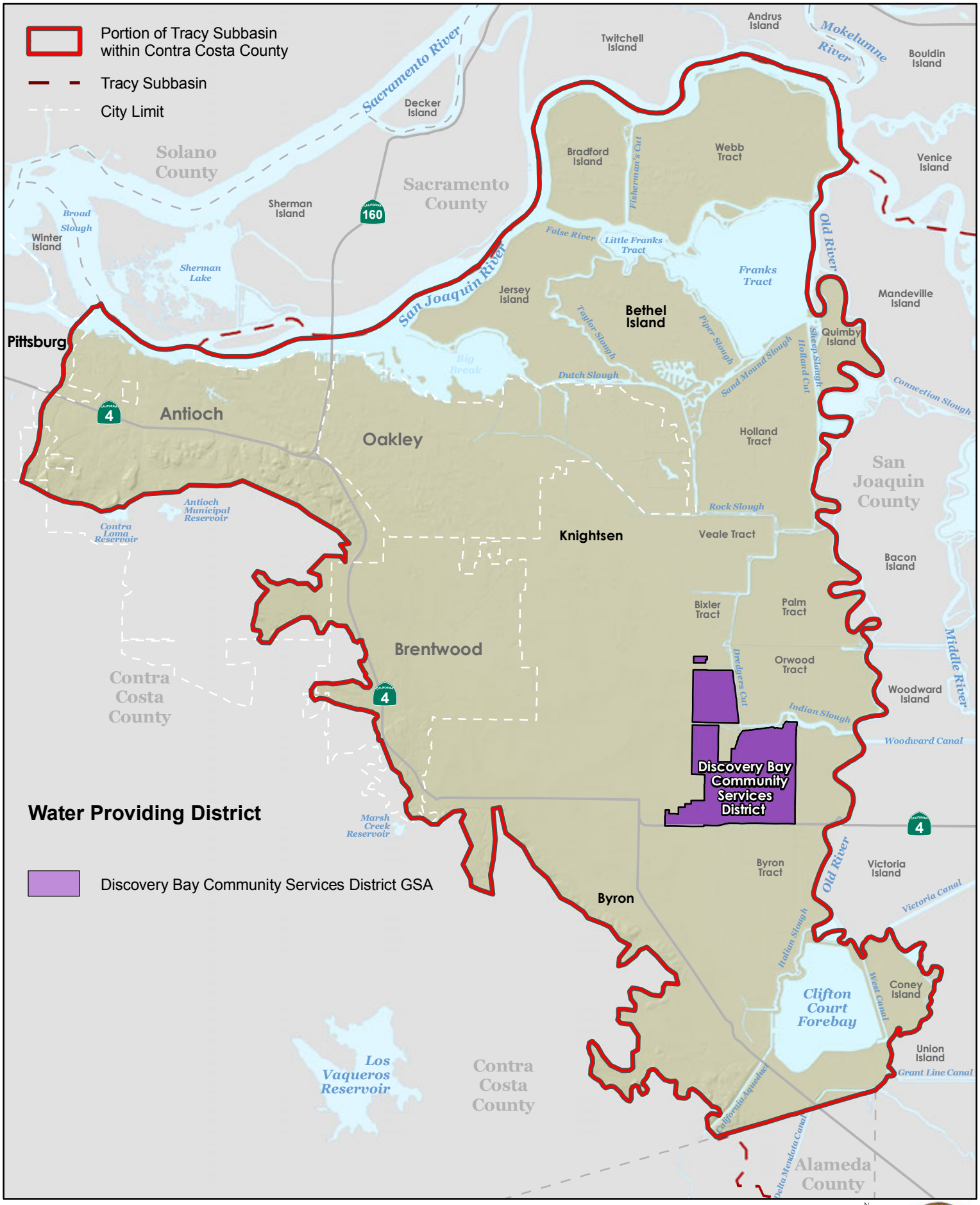
AYES: 5
NOES: Ø
ABSENT: Ø
ABSTAIN: Ø

Michael R. Davies
Board Secretary

1104921-2

Exhibit A

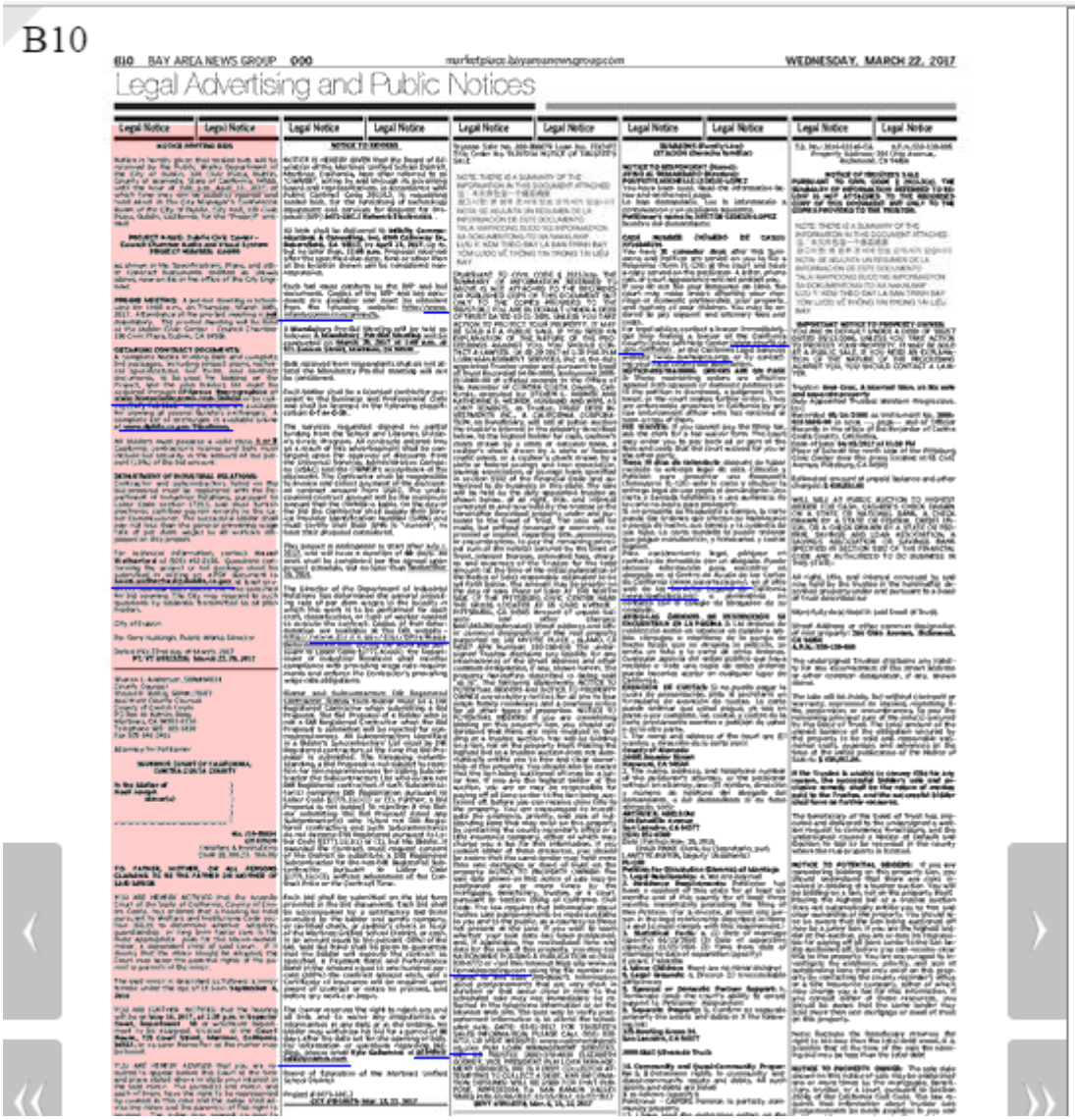
Contra Costa County Groundwater Sustainability Agency Formation



Map created 03/21/2017
by Contra Costa County Department of Conservation and Development, GIS Group
30 Muir Road, Martinez, CA 94553
37:59:41.791N 122:07:03.756W

This map or dataset was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.

Miles
0 1.5 3 6



B10

B10 BAY AREA NEWS GROUP 000 marketplace.bayareanewsgroup.com WEDNESDAY, MARCH 22, 2017

Legal Advertising and Public Notices

be heard.

YOU ARE HEREBY ADVISED that you are required to appear before this Court at the time and place stated above to state your interest in the said minor. The parent(s) and minor, and each of them, have the right to be represented by counsel in this case and the Judge shall advise the minor and the parent(s) of this right to counsel. The Judge may appoint counsel to represent the minor whether or not the minor is able to afford counsel. If any parent appears and is unable to afford counsel, the Court shall appoint counsel to represent said parent, unless said parent knowingly and intelligently waives counsel. The Court may continue the proceeding to make an appointment of counsel, or to enable counsel to acquaint himself with the case, or to determine whether the parent(s) are unable to afford counsel at their own expense.

Dated: 02/23/2017

CLERK OF THE SUPERIOR COURT

/s/By:-------, Deputy

WCT 5910041 Mar. 1, 8, 15, 22, 2017

NOTICE OF PUBLIC HEARING

April 5, 2017

NOTICE IS HEREBY GIVEN that the Discovery Bay Community Service District will hold a public hearing on April 5, 2017, at 7:00 P.M. in the Discovery Bay Community Center, 1601 Discovery Bay Boulevard, Discovery Bay, California. The purpose of this public hearing will be to consider public testimony on whether the Discovery Bay Community Service District should decide to become and act as a Groundwater Sustainability Agency (GSA) pursuant to the Sustainable Groundwater Management Act, Water Code section 10720 et seq., for the portion of the Tracy Subbasin within the boundaries of the Discovery Bay Community Service District.

Written comments should be submitted to the Discovery Bay Community Service District to the attention of Michael Davies, no later than April 4, 2017, at 1800 Willow Lake Road Discovery Bay, CA 94505. During the hearing, oral comments may be limited to a reasonable length of time to allow all attendees to be heard. At the conclusion of the hearing, Discovery Bay Community Service District may decide to become a GSA.

B12

sultantsinc.com
ess.com/antioch
sultantsinc.com

NOTICE OF PUBLIC HEARING

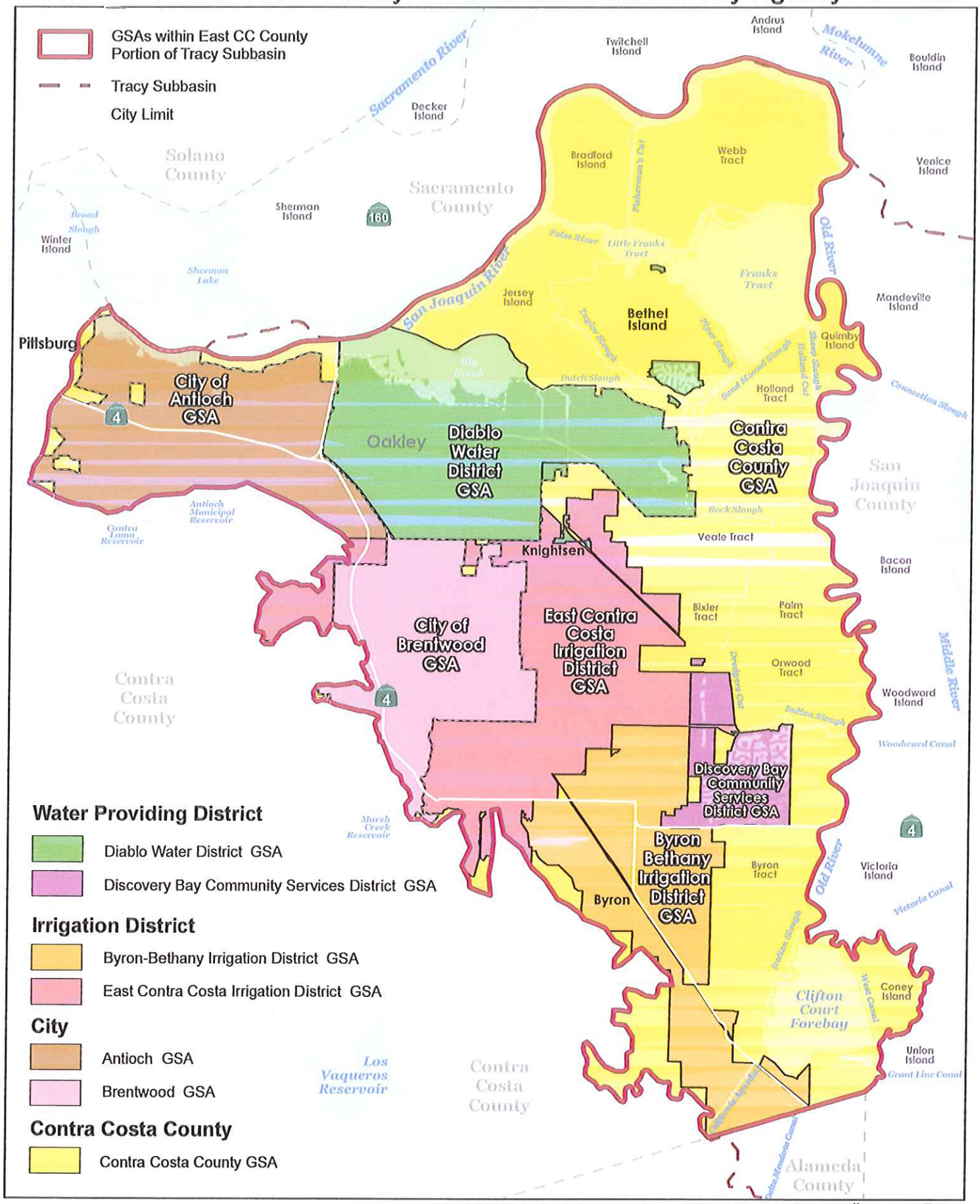
April 5, 2017

NOTICE IS HEREBY GIVEN that the Discovery Bay Community Service District will hold a public hearing on April 5, 2017, at 7:00 P.M. in the Discovery Bay Community Center, 1601 Discovery Bay Boulevard, Discovery Bay, California. The purpose of this public hearing will be to consider public testimony on whether the Discovery Bay Community Service District should decide to become and act as a Groundwater Sustainability Agency (GSA) pursuant to the Sustainable Groundwater Management Act, Water Code section 10720 et seq., for the portion of the Tracy Subbasin within the boundaries of the Discovery Bay Community Service District.

Written comments should be submitted to the Discovery Bay Community Service District to the attention of Michael Davies, no later than April 4, 2017, at 1800 Willow Lake Road Discovery Bay, CA 94505. During the hearing, oral comments may be limited to a reasonable length of time to allow all attendees to be heard. At the conclusion of the hearing, Discovery Bay Community Service District may decide to become a GSA.

ECT 5913425 March 22, 29, 2017

Exhibit C - Contra Costa County Groundwater Sustainability Agency Formation



Map created 03/22/2017
by Contra Costa County Department of Conservation and Development, GIS Group
30 Muir Road, Martinez, CA 94553
37:59:41.791N 122:07:03.756W

This map or dataset was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.

Miles
0 1.5 3 6

MEMORANDUM OF UNDERSTANDING

Development of a Groundwater Sustainability Plan for the East Contra Costa County Portion of the Tracy Subbasin, (DWR Basin 5-22.15, San Joaquin Valley)

This Memorandum of Understanding for the Development of a Groundwater Sustainability Plan for the East Contra Costa County portion of the Tracy Subbasin, (DWR Basin 5-22.15, San Joaquin Valley) ("**MOU**") is entered into and effective this 9th day of May, 2017 ("**Effective Date**") by and among the City of Antioch ("Antioch"), City of Brentwood ("Brentwood"), Byron-Bethany Irrigation District ("BBID"), Contra Costa Water District ("CCWD"), Contra Costa County ("County"), Diablo Water District ("DWD"), East Contra Costa Irrigation District ("ECCID"), and Discovery Bay Community Services District ("Discovery Bay"). Each of the foregoing parties to this MOU is sometimes referred to herein as a "**Party**" and are collectively sometimes referred to as the "**Parties**."

Recitals

A. In September 2014, the California Legislature enacted the Sustainable Groundwater Management Act of 2014 ("**SGMA**"), which established a statewide framework for the sustainable management of groundwater resources. That framework focuses on granting new authorities and responsibility to local agencies while holding those agencies accountable. The framework also provides for state intervention where a local agency fails to develop a groundwater sustainability plan in a timely manner.

B. The Tracy Subbasin ("**Basin**") is referred to as DWR Basin 5-22.15, San Joaquin Valley and is shown on the map attached hereto as Exhibit A and incorporated herein by reference as if set forth in full. The Tracy Subbasin is located in eastern Contra Costa County and in San Joaquin County, and Alameda County. The portion of the Basin within Contra Costa County is referred to herein as the "**East CC Basin**," the portion of the Basin within San Joaquin County is referred to herein as the "**SJ Basin**, and the portion of the Basin within Alameda County is referred to herein as the "**Alameda Basin**." The Parties collectively overlie all of the East CC Basin.

C. Under SGMA, one or more local agencies may form a groundwater sustainability agency ("**GSA**"), by memorandum of agreement, joint exercise of powers agreement, or other agreement. (Wat. Code, §§ 10723(a), 10723.6.) The Parties desire for each Party to be the GSA within all or a portion of that Party's boundary. The Parties further desire to develop a governance structure for the East CC Basin to be considered during development of the groundwater sustainability plan (a "**GSP**") for the East CC Basin (the "**East CC Basin GSP**"). The Parties further desire to resolve areas of jurisdictional overlap so that no two Parties serve as GSAs over the same area. The purpose of this MOU is to coordinate the Parties' activities related to each Party becoming a GSA, development of the East CC Basin GSP, and each Party's future consideration of whether to adopt a GSP for the East CC Basin.

D. The Parties wish to collaborate in an effort to ensure sustainable groundwater management for the East CC Basin, manage the groundwater basin as efficiently as practicable balancing the financial resources of the agencies with the principles of effective and safe groundwater management, while retaining groundwater management authority within their respective jurisdictions. The Parties desire to share responsibility for East CC Basin management under SGMA. The Parties recognize that the key to success in this effort will be the coordination of

activities under SGMA, and the collaborative development of the East CC Basin GSP, which each Party may consider adopting and implementing within its GSA management area. The Parties also will need to confer with GSAs for the SJ Basin and Alameda Basin regarding the terms of an agreement that coordinates the East CC Basin GSP with the GSP(s) of the GSA(s) for the SJ Basin and the Alameda Basin.

E. The Basin has been designated by the California Department of Water Resources ("**DWR**") as a medium-priority groundwater basin, which, under the terms of SGMA, means that the Parties must submit an East CC Basin GSP to DWR by January 31, 2022.

F. The Parties wish to memorialize their commitments by means of this MOU.

Understandings

1. *Term.* The term of this MOU begins on the Effective Date, which shall occur upon execution of this MOU by all eight of the parties, and this MOU shall remain in full force and effect until the earliest of the following events: (i) January 31, 2022, (ii) the date upon which the Parties submit an East CC Basin GSP to DWR, or (iii) the date upon which the Parties then party to the MOU execute a document jointly terminating the provisions of this MOU. An individual Party's obligations under this MOU terminate when the Party withdraws from the MOU in accordance with Section 4.

2. *Development of the GSP*

   a. *Parties to Become GSAs.* Each Party, except Contra Costa Water District, agrees to take the necessary actions to become the GSA for all or a portion of that area of the East CC Basin that it overlies, as shown on Exhibit B, attached hereto, no later than April 1, 2017, or shortly thereafter. The Parties shall jointly submit the Parties'

individual elections to become GSAs and this MOU to DWR prior to April 1, 2017, or shortly thereafter. The Parties further agree to develop a governance structure for the East CC Basin to be considered during development of the East CC Basin GSP

b. *Single GSP*. The Parties will collaborate to develop a single East CC Basin GSP that, at a minimum, satisfies the GSP requirements in the SGMA and the regulations promulgated under the SGMA. The East CC Basin GSP must include an analysis of implementation costs and revenue sources, and must include an analysis of governance structure options. The East CC Basin GSP shall be drafted in a manner that preserves, and does not purport to supersede, the land use authority of each city or county, or the statutory authority of each special district, that is a party to this MOU. The East CC Basin GSP must include provisions for consultation between a GSA and any public agency that the GSA overlaps before the GSA takes any action that may relate to that public agency's exercise of its statutory authority. Unless the Parties later agree otherwise, it is intended that the East CC Basin GSP will be implemented by each Party within its respective GSA management area, and that the Parties will coordinate their implementation of the East CC Basin GSP. The Parties will endeavor to negotiate terms of an agreement with the GSA(s) for the SJ Basin and the Alameda Basin, to ensure that the East CC Basin, SJ Basin, and Alameda Basin GSAs' GSP(s) are coordinated consistent with the SGMA. If the terms of that MOU are negotiated, the Parties will ask their governing bodies to consider approving the MOU.

c. *Overlap Areas.* Solely for the purpose of complying with the SGMA requirement that GSA management areas not overlap, the Parties agree that there are no overlapping GSA management areas, as shown on Exhibit B. This MOU does not purport to limit any Party's legal authority to utilize and deliver groundwater or surface water throughout its jurisdictional boundary (as may be amended from time-to-time), which may include area outside of a Party's management area shown on Exhibit B.

d. *Cooperation of Efforts*. The Parties will designate staff who will endeavor to meet monthly or more frequently if necessary to develop the terms of the East CC Basin GSP in an expeditious manner.

e. *Financing* .

(1) The outside technical/consultant costs associated with developing the East CC Basin GSP ("GSP Costs") will be shared equally among the Parties. However, the County, at its sole discretion, may satisfy its share of GSP Costs by providing in-kind services, which may include mapping, graphics, and database management services.

(2) The $118,300 contract with Luhdorff and Scalmanini dated April 1, 2015, for SGMA technical support has been paid one-fifth each by BBID, Brentwood, DWD, ECCID and Discovery Bay. Antioch and CCWD agree that within 60 days of the effective date of this MOU, they shall reimburse BBID, Brentwood, DWD, ECCID and Discovery Bay each $3,380 in order to reallocate the $118,300 contract cost into one-seventh portions.

f. *Approval of the GSP*. The Parties agree that the East CC Basin GSP will become effective for each Party when all of the Parties adopt the East CC Basin GSP.

3. *Savings Provisions.* This MOU shall not operate to validate or invalidate, modify or affect any Party's water rights or any Party's obligations under any agreement, contract or memorandum of understanding/agreement entered into prior to the effective date of this MOU. Nothing in this MOU shall operate to convey any new right to groundwater to any Party. Each Party to this MOU reserves any and all claims and causes of action respecting its water rights and/or any agreement, contract or memorandum of understanding/agreement; any and all defenses against any water rights claims or claims under any agreement, contract or memorandum of understanding/agreement.

4. *Withdrawal*. Any Party shall have the ability to withdraw from this MOU by providing sixty (60) days written notice of its intention to withdraw. Said notice shall be given to each of the other Parties.

a. A Party shall not be fiscally liable for expenditures following its withdrawal from this MOU, provided that the Party provides written notice at least sixty (60) days prior to the effective date of the withdrawal. A withdrawal shall not terminate, or relieve the withdrawing Party from, any express contractual obligation to another Party to to this MOU or to any third party incurred or encumbered prior to the withdrawal.

b. In the event of a Party's withdrawal, this MOU shall continue in full force and effect among the remaining Parties. Further, a Party's withdrawal from this MOU does not, without further action by that Party, have any effect on the withdrawing Party's

decision to be a GSA. A withdrawing Party shall coordinate the development of its groundwater sustainability plan with the other Parties to this MOU.

5. *CEQA.* Nothing in this MOU commits any Party to undertake any future discretionary actions referenced in this MOU, including but not limited to electing to become a GSA and adopting the East CC Basin GSP. Each Party, as a lead agency under the California Environmental Quality Act ("CEQA"), shall be responsible for complying with all obligations under CEQA that may apply to the Party's future discretionary actions pursuant to this MOU, including electing to become a GSA and adopting the East CC Basin GSP.

6. *Books and Records.* Each Party shall have access to and the right to examine any of the other Party's pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Agreement, *providing that* nothing in this paragraph shall be construed to operate as a waiver of any applicable privilege and *provided further* that nothing in this paragraph shall be construed to give either Party rights to inspect the other Party's records in excess of the rights contained in the California Public Records Act.

7. *General Provisions*

a. *Authority*. Each signatory of this MOU represents that s/he is authorized to execute this MOU on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this MOU and to perform all obligations under this MOU.

b. *Amendment*. This MOU may be amended or modified only by a written instrument executed by each of the Parties to this MOU.

c. *Jurisdiction and Venue*. This MOU shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this MOU shall be brought and maintained to the extent allowed by law in the County of Contra Costa, California.

d. *Headings*. The paragraph headings used in this MOU are intended for convenience only and shall not be used in interpreting this MOU or in determining any of the rights or obligations of the Parties to this MOU.

e. *Construction and Interpretation*. This MOU has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this MOU. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this MOU.

f. *Entire Agreement*. This MOU constitutes the entire agreement of the Parties with respect to the subject matter of this MOU and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this MOU.

g. *Partial Invalidity*. If, after the date of execution of this MOU, any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

h. *Waivers*. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU and forbearance to enforce one or more of the remedies provided in this MOU shall not be deemed to be a waiver of that remedy.

i. *Necessary Actions*. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this MOU.

j. *Compliance with Law*. In performing their respective obligations under this MOU, the Parties shall comply with and conform to all applicable laws, rules, regulations, and ordinances.

k. *Liability*. Each Party agrees to indemnify and hold every other Party to the Agreement, and their officers, agents and employees, free and harmless from any costs or liability imposed upon any other Party, officers, agents, or employees arising out of any acts or omissions of its own officers, agents or employees.

l. *Third Party Beneficiaries*. This MOU shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

m. *Counterparts*. This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

n. *Notices*. All notices, requests, demands or other communications required or permitted under this MOU shall be in writing unless provided otherwise in this MOU and shall be deemed to have been duly given and received on: (i) the date of

service if served personally or served by electronic mail or facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

City of Antioch
City Manager
P.O. Box 5007
Antioch, CA 94531-5007
Telephone: (925) 779-7011
Facsimile: (925) 779-7003

City Of Brentwood
City Manager
150 City Park Way
Brentwood, CA 94513
Phone: (925) 516-5400
Fax: (925) 516-5441

Byron Bethany Irrigation District

General Manager

7995 Bruns Road

Byron, CA 94514-1625

Telephone: (209) 835-0375

Facsimile: (209) 835-2869

Contra Costa Water District

General Manager

Contra Costa Water District

P. 0. Box H20

Concord, CA 94524

Phone (925) 688-8032

Fax (925) 688-8197

Contra Costa County

Director, Department of Conservation and Development

30 Muir Road

Martinez, CA 94553

Phone (925) 674-7866

Diablo Water District

Attn: General Manager

P.O. Box 127

87 Carol Lane

Oakley, CA 94561

Phone: (925) 625-3798

Fax: (925) 625-0814

East Contra Costa Irrigation District

General Manager

1711 Sellers Avenue

Brentwood, CA 94513

Phone: (925) 634-3544

Fax: (925) 634-0897

Discovery Bay Community Services District

C/O: Mike Davies, General Manager

1800 Willow Lake Road

Discovery Bay, CA 94505-9376

Telephone: (925) 634-1131

Facsimile: (925) 513-2705

8. Signatures. The Following signatures attest each Party's agreement hereto.

CITY OF ANTIOCH

By: _____ Date: 4/27/17

Ron Bernal, ~~Interim~~ City Manager

APPROVED AS TO FORM:

By: _____ Date: 4/20/17

Michael Vigilia, City Attorney

CITY OF BRENTWOOD

By: _____ Date: _____

Gustavo "Gus" Vina, City Manager

APPROVED AS TO FORM:

By: _____ Date: _____

Damien Brower, City Attorney

BYRON BETHANY IRRIGATION DISTRICT

By: _____ Date: _____

Rick Gilmore, General Manager

CONTRA COSTA WATER DISTRICT

By: _____ Date: _____

Jerry Brown, General Manager

8. Signatures. The Following signatures attest each Party's agreement hereto.

CITY OF ANTIOCH

By: _____ Date: _____

Ron Bernal, Interim City Manager

APPROVED AS TO FORM:

By: _____ Date: _____

Michael Vigilia, City Attorney

CITY OF BRENTWOOD

By: _____ Date: 5/9/17

Gustavo "Gus" Vina, City Manager

APPROVED AS TO FORM:

By: _____ Date: 5-8-17

Damien Brower, City Attorney

BYRON BETHANY IRRIGATION DISTRICT

By: _____ Date: _____

Rick Gilmore, General Manager

CONTRA COSTA WATER DISTRICT

By: _____ Date: _____

Jerry Brown, General Manager

8. Signatures. The Following signatures attest each Party's agreement hereto.

CITY OF ANTIOCH

By: _____ Date: _____

Ron Bernal, Interim City Manager

APPROVED AS TO FORM:

By: _____ Date: _____

Michael Vigilia, City Attorney

CITY OF BRENTWOOD

By: _____ Date: _____

Gustavo "Gus" Vina, City Manager

APPROVED AS TO FORM:

By: _____ Date: _____

Damien Brower, City Attorney

BYRON BETHANY IRRIGATION DISTRICT

By: _____ Date: 3/27/17

Rick Gilmore, General Manager

CONTRA COSTA WATER DISTRICT

By: _____ Date: _____

Jerry Brown, General Manager

8. Signatures. The Following signatures attest each Party's agreement hereto.

CITY OF ANTIOCH

By: _____ Date: _____

Steven Duran, City Manager

APPROVED AS TO FORM:

By: _____ Date: _____

Michael Vigilia, City Attorney

CITY OF BRENTWOOD

By: _____ Date: _____

Gustavo "Gus" Vina, City Manager

APPROVED AS TO FORM:

By: _____ Date: _____

Damien Brower, City Attorney

BYRON BETHANY IRRIGATION DISTRICT

By: _____ Date: _____

Rick Gilmore, General Manager

CONTRA COSTA WATER DISTRICT

By: [signature] acting for Date: 4/27/17

Jerry Brown, General Manager

APPROVED AS TO FORM:

By: _____ Date: 4/19/17

District Legal Counsel

CONTRA COSTA COUNTY

By: _____ Date: _____

John Kopchik, Director of

Conservation and Development

APPROVED AS TO FORM:

Sharon L. Anderson, County Counsel

By: _____ Date: _____

Deputy County Counsel

DIABLO WATER DISTRICT

By: _____ Date: _____

Mike Yeraka, General Manager

EAST CONTRA COSTA IRRIGATION DISTRICT

By: _____ Date: _____

Patricia A. Corey, General Manager

DISCOVERY BAY COMMUNITY SERVICES DISTRICT

By: _____ Date: _____

Michael R. Davies, General Manager

APPROVED AS TO FORM:

By: _____ Date: _____

District Legal Counsel

CONTRA COSTA COUNTY

By: _____ Date: April 25, 2017

John Kopchik, Director of

Conservation and Development

APPROVED AS TO FORM:

Sharon L. Anderson, County Counsel

By: _____ Date: April 29, 2017

Deputy County Counsel

DIABLO WATER DISTRICT

By: _____ Date: _____

Mike Yeraka, General Manager

EAST CONTRA COSTA IRRIGATION DISTRICT

By: _____ Date: _____

Patricia A. Corey, General Manager

DISCOVERY BAY COMMUNITY SERVICES DISTRICT

By: _____ Date: _____

Michael R. Davies, General Manager

APPROVED AS TO FORM:

By: _____ Date: _____

District Legal Counsel

CONTRA COSTA COUNTY

By: _____ Date: _____

John Kopchik, Director of

Conservation and Development

APPROVED AS TO FORM:

Sharon L. Anderson, County Counsel

By: _____ Date: _____

Deputy County Counsel

DIABLO WATER DISTRICT

By: _____ Date: 5-1-2017

Mike Yeraka, General Manager

EAST CONTRA COSTA IRRIGATION DISTRICT

By: _____ Date: _____

Patricia A. Corey, General Manager

DISCOVERY BAY COMMUNITY SERVICES DISTRICT

By: _____ Date: _____

Michael R. Davies, General Manager

APPROVED AS TO FORM:

By: _____ Date: _____

District Legal Counsel

CONTRA COSTA COUNTY

By: _____ Date: _____

John Kopchik, Director of

Conservation and Development

APPROVED AS TO FORM:

Sharon L. Anderson, County Counsel

By: _____ Date: _____

Deputy County Counsel

DIABLO WATER DISTRICT

By: _____ Date: _____

Mike Yeraka, General Manager

EAST CONTRA COSTA IRRIGATION DISTRICT

By: Patricia A Corey Date: 3-29-2017

Patricia A. Corey, General Manager

DISCOVERY BAY COMMUNITY SERVICES DISTRICT

By: _____ Date: _____

Michael R. Davies, General Manager

APPROVED AS TO FORM:

By: _____ Date: _____

District Legal Counsel

CONTRA COSTA COUNTY

By: _____ Date: _____

John Kopchik, Director of

Conservation and Development

APPROVED AS TO FORM:

Sharon L. Anderson, County Counsel

By: _____ Date: _____

Deputy County Counsel

DIABLO WATER DISTRICT

By: _____ Date: _____

Mike Yeraka, General Manager

EAST CONTRA COSTA IRRIGATION DISTRICT

By: _____ Date: _____

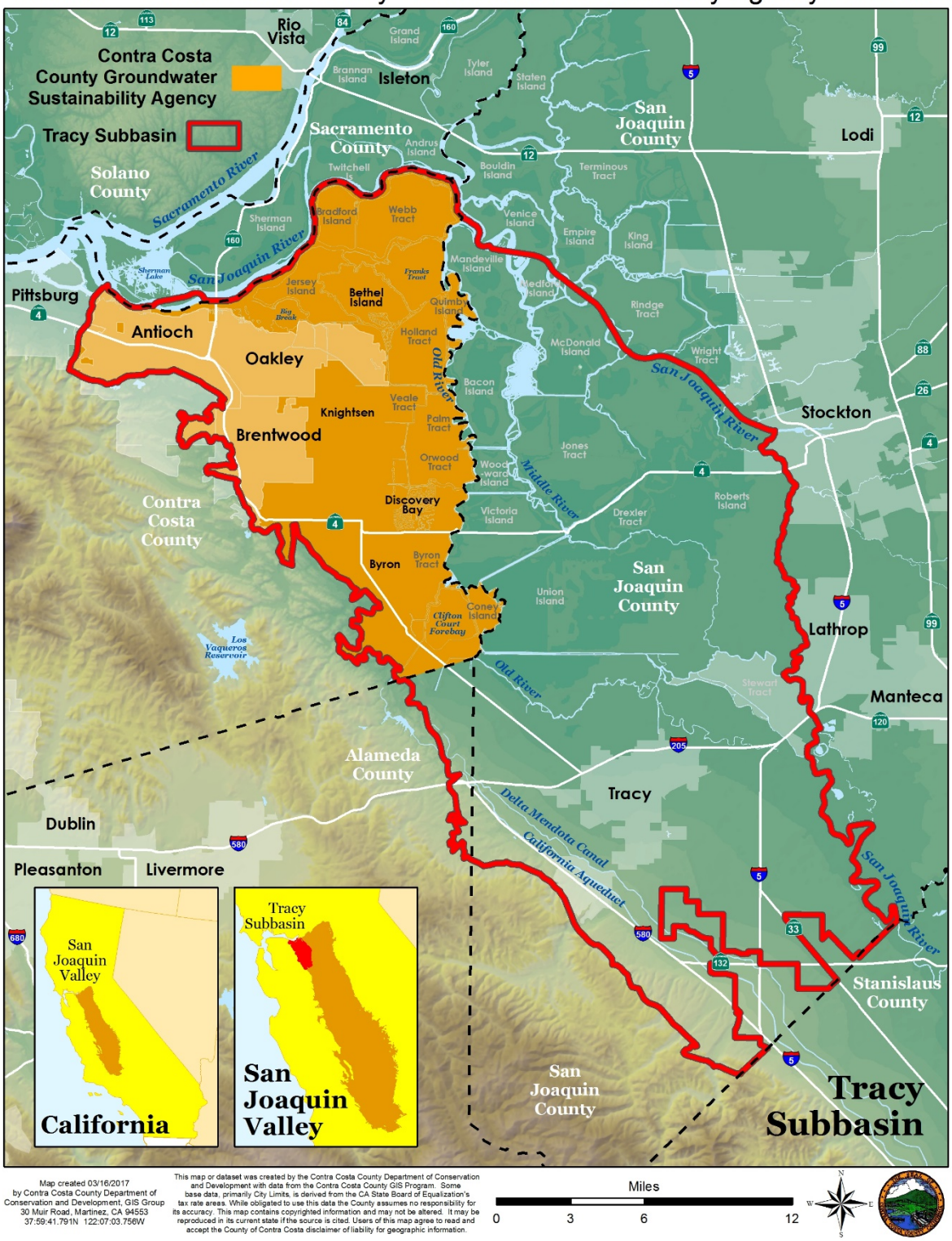
Patricia A. Corey, General Manager

DISCOVERY BAY COMMUNITY SERVICES DISTRICT

By: _____ Date: 4-6-17

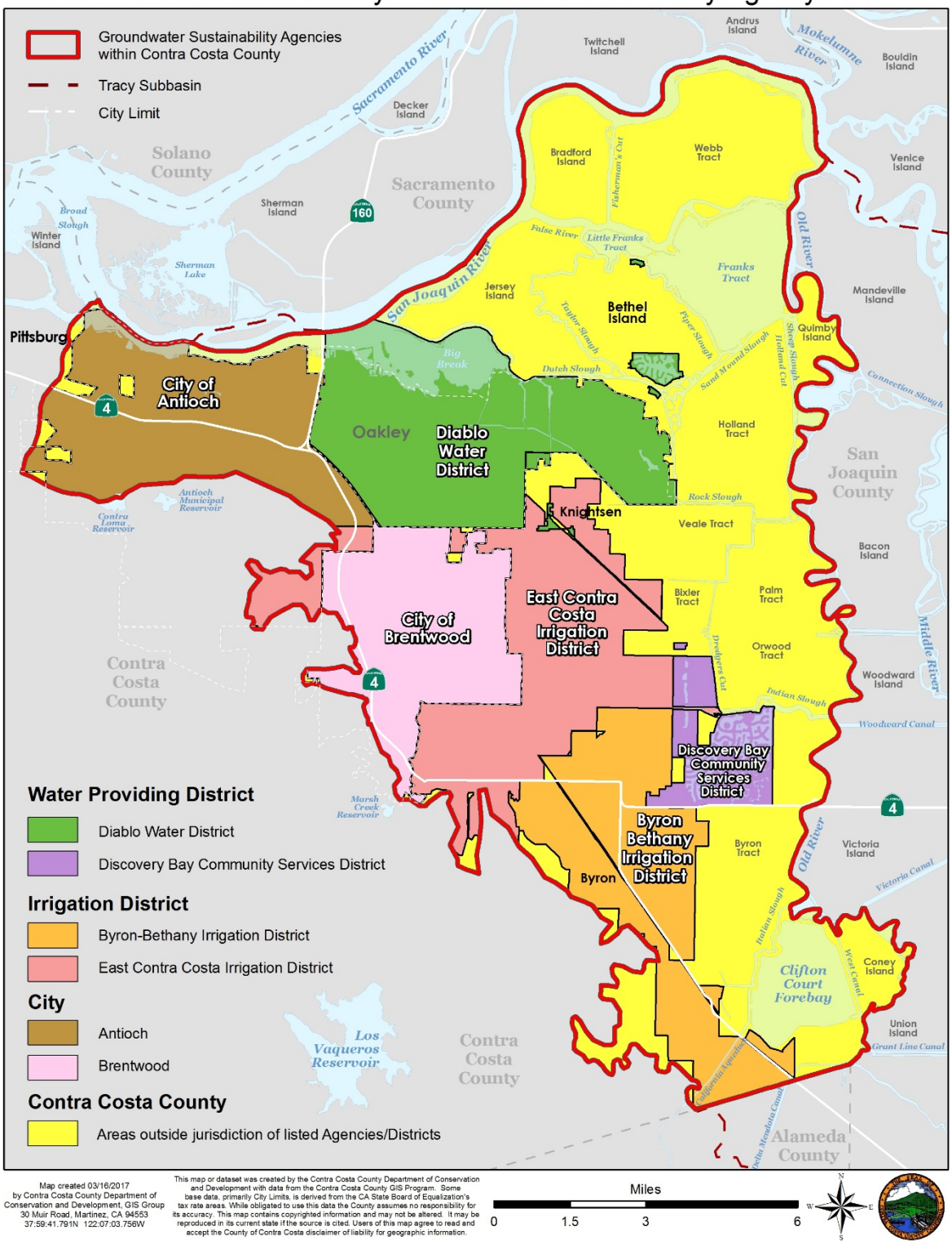
Michael R. Davies, General Manager

Exhibit A - Contra Costa County Groundwater Sustainability Agency Formation



333

Exhibit B - Contra Costa County Groundwater Sustainability Agency Formation



334