

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY

DEPT: Environmental Resources

BOARD AGENDA:5.B.1  
AGENDA DATE: May 8, 2018

**SUBJECT:**

Approval of the Cooperation Agreement with Tuolumne County Pertaining to the Development of a Groundwater Sustainability Plan in Compliance with the Sustainable Groundwater Management Act of 2014

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2018-0200**

On motion of Supervisor Chiesa Seconded by Supervisor Withrow  
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST:

  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Environmental Resources

BOARD AGENDA:5.B.1  
AGENDA DATE: May 8, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval of the Cooperation Agreement with Tuolumne County Pertaining to the Development of a Groundwater Sustainability Plan in Compliance with the Sustainable Groundwater Management Act of 2014

**STAFF RECOMMENDATION:**

1. Approve the Cooperation Agreement with Tuolumne County related to developing a Groundwater Sustainability Plan in compliance with the Sustainable Groundwater Management Act of 2014.
2. Authorize the Chairman of the Board of Supervisors to sign and execute the Cooperation Agreement with Tuolumne County pertaining to the development of a Groundwater Sustainability Plan.

**DISCUSSION:**

In May 2017, the Tuolumne County Board of Supervisors elected to become a Groundwater Sustainability Agency (GSA) for approximately 1,000 acres of the 250,000 acre Modesto Groundwater Basin that falls within Tuolumne County's political jurisdiction. The remainder of the Modesto Groundwater Basin lies wholly within Stanislaus County and is managed by the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (STRGBA GSA), which is an association comprised of:

- Stanislaus County
- City of Modesto
- City of Oakdale
- City of Riverbank
- City of Waterford
- Modesto Irrigation District
- Oakdale Irrigation District

These GSAs were created as a result of the State's Sustainable Groundwater Management Act (SGMA) of 2014, which requires groundwater to be sustainably managed through the development and implementation of a Groundwater Sustainability Plan (GSP). The GSP for the Modesto Groundwater Basin is required to be developed and adopted by January 31, 2022.

Since Tuolumne County has created an independent GSA for those Tuolumne County lands lying within the Modesto Groundwater Basin, there are a number of options for

them to consider regarding ongoing compliance with SGMA. These options include the following:

1. As a recognized GSA entity, Tuolumne County could pursue developing its own GSP for that portion of the Modesto Groundwater Basin lying within the County's jurisdiction. This would require developing a formal Coordination Agreement with the STRGBA GSA according to SGMA regulations (triggered when multiple GSPs are prepared for a single groundwater basin). It would likely also be the most expensive option for Tuolumne County considering both the initial cost to develop the GSP and the ongoing costs related to GSP implementation.
2. Tuolumne County could ask to join the STRGBA GSA as a member agency. This would require approval of all of the existing STRGBA GSA members (four cities, two irrigation districts and Stanislaus County) by amending the existing Memorandum of Understanding document governing the formation and operation of the STRGBA. Joining the STRGBA GSA would also require Tuolumne County to notify the State of its action and to "disband" the creation of the Tuolumne County GSA for those lands lying within Tuolumne County to avoid any GSA overlap issues. This option would allow Tuolumne County to spread the GSP costs (development and implementation) among multiple parties.
3. Lastly, Tuolumne County could "partner" with one of the existing STRGBA GSA members by executing a side agreement; referred to as a Cooperation Agreement. This agreement would recognize the status of Tuolumne County as a GSA with lands lying within the basin. This approach would allow the STRGBA GSA to develop a single, basin-wide GSP (avoiding the need for a formal Coordination Agreement) and would allow the interests of Tuolumne County to be protected under the umbrella of a GSP in compliance with SGMA. Stanislaus County, with proper coordination, communication and cost-sharing, would provide these elements for, and on behalf of, Tuolumne County. This option seems to be the most prudent and pragmatic approach to be taken especially in light of the fact that the lands in question lying within Tuolumne County encompass an area of only about 1,000 acres and there are no groundwater-dependent land use activities in the area.

It is in the best interest of Tuolumne County to become a planning partner in GSP development and implementation within the STRGBA GSA structure to ensure that their needs are addressed as the GSP is developed and to ensure continuity across the entire Modesto Groundwater basin, and in discussions with Tuolumne County representatives, they are in agreement with this approach.

Attached for your consideration is a Cooperation Agreement between Tuolumne and Stanislaus counties pertaining to the development of the GSP for that portion of the Modesto Groundwater Basin lying within Tuolumne County. The agreement states, in pertinent part, that:

- A single, integrated GSP will be developed that encompasses the entirety of the basin, including those lands lying within Tuolumne County's jurisdiction;
- Tuolumne County will be given ample opportunity to provide input into the development of the GSP. Any recommendations, requests, changes or additions

from Tuolumne County that are not included in the GSP will be responded to in writing from Stanislaus County; and

- Costs for GSP development will be shared equitably among all of the public agency entities.

**POLICY ISSUE:**

Board of Supervisors approval is required to enter into agreements. This Cooperation Agreement facilitates regional compliance with State legislation known as the “Sustainable Groundwater Management Act” and is in conformance with provisions pertaining to the formation and administration of the Stanislaus and Tuolumne Rivers Groundwater Basin Association.

**FISCAL IMPACT:**

This action, in and of itself, has no fiscal impact. However, it should be known that a professional hydrogeological consulting firm (Todd Groundwater) has been retained by the STRGBA GSA to develop the GSP. Additionally, the STRGBA GSA has received a \$1 million State Proposition 1 Grant to assist with GSP development.

Over the course of the next few years, the cost to the STRGBA GSA agencies is anticipated to be \$470,000 to develop and complete the GSP. These “local costs,” when equally split across the number of partner agencies, results in a per agency share of approximately \$60,000. These costs are intended to be spread across the next three fiscal years, starting in Fiscal Year 2018-2019. These costs have been identified in the Environmental Resources Fiscal Year 2018-2019 Proposed Budget and are anticipated to be recouped through the implementation of a future SGMA fee.

**BOARD OF SUPERVISORS’ PRIORITY:**

The recommended actions are consistent with the Boards’ priority of *Delivering Efficient Public Services and Community Infrastructure* by implementing State law pertaining to the Sustainable Groundwater Management Act.

**STAFFING IMPACT:**

The Water Resources Manager oversees the County groundwater program.

**CONTACT PERSON:**

Jami Aggers, Director, DER  
Walter Ward, Water Resources Manager

Telephone: 209-525-6770  
Telephone: 209-525-6710

**ATTACHMENT(S):**

1. Cooperation Agreement

## COOPERATION AGREEMENT

### BETWEEN COUNTY OF STANISLAUS AND COUNTY OF TUOLUMNE

This Cooperation Agreement ("Agreement") is entered into as of May 8, 2018, by and between the County of Stanislaus ("Stanislaus") and the County of Tuolumne ("Tuolumne") (each a "Party" and collectively, the "Parties"), both of which are political subdivisions of California, for the purpose of ensuring compliance with the Sustainable Groundwater Management Act within the Modesto Sub-basin (Basin No. 5-022.02) ("Basin").

#### RECITALS

A. In 2014, California enacted the Sustainable Groundwater Management Act ("Act"). The Act requires the formation of groundwater sustainability agencies ("GSA") and the adoption of groundwater sustainability plans ("GSP"), or an alternative that complies with the Act, for all groundwater basins designated as medium-priority or high-priority by the Department of Water Resources ("DWR").

B. The Act further provides that groundwater basins designated as medium-priority or high-priority, but which are not in critical overdraft, must be managed under a GSP by January 31, 2022.

C. DWR has designated the Basin as a high-priority groundwater basin that is not in critical overdraft.

D. Stanislaus overlies the portion of the Basin in Stanislaus County. Stanislaus has executed a memorandum of understanding with Oakdale Irrigation District, the City of Oakdale, the City of Riverbank, the City of Modesto, the City of Waterford and Modesto Irrigation District to form the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency ("STRGBA GSA"). The STRGBA GSA's purpose is ensuring compliance with the Act for the portion of the Basin within the member agencies' collective jurisdiction – more generally, the portion of the Basin in Stanislaus County.

E. Tuolumne overlies the portion of the Basin in Tuolumne County. Tuolumne formed the Tuolumne Groundwater Sustainability Agency ("Tuolumne GSA") to ensure compliance with the Act for the portion of the Basin in Tuolumne County.

F. Collectively, the STRGBA GSA and the Tuolumne GSA cover the entirety of the Basin.

G. The Act provides that where multiple GSAs cover a basin, the GSAs may choose to adopt a single GSP for the entirety of the basin, which is implemented by each of the basin's GSAs. (Wat. Code § 10727(b)(2).)

H. GSAs must comply with all applicable provisions contained in the GSP Emergency Regulations adopted by the California Water Commission on May 18, 2016 ("GSP Regulations") (23 Cal. Code Regs., § 350 et seq.).

I. Tuolumne has expressed its desire to work collaboratively with the STRGBA in GSP development, avoiding standalone GSPs for the same Basin. Tuolumne and Stanislaus intend that any GSP adopted by the STRGBA GSA encompass the entirety of the Basin, including the portion governed by the Tuolumne GSA. As such, Tuolumne will take the

necessary actions and provide the required information to Stanislaus to ensure a GSP developed, adopted and implemented by the STRGBA GSA encompasses the Tuolumne GSA portion of the Basin and thereby covers the entirety of the Basin.

J. In exchange, Stanislaus has agreed to provide Tuolumne with the support and services needed to adopt the GSP prepared by the STRGBA GSA and satisfy its ongoing obligations under the Act.

K. The Parties seek to memorialize this Agreement and manage their cooperation pursuant to the terms below.

## ARTICLE 1

### RIGHTS AND RESPONSIBILITIES

**1.1 Tuolumne's Responsibilities.** Tuolumne, acting as the Tuolumne GSA, shall exercise its good faith and best efforts to take all necessary actions to help to effect the timely adoption of a GSP for the entire Basin and satisfy its ongoing obligations under the Act, including the implementation and enforcement of the GSP. Tuolumne shall cooperate to the fullest extent practical with Stanislaus' efforts, through the STRGBA GSA, to develop and implement the GSP for the entire Basin. Such cooperation shall include, but not be limited to, the prompt delivery of all necessary data and information to prepare the GSP and the taking of all necessary actions to review, adopt and implement the GSP. Tuolumne shall further ensure the timely filing of annual reports and documents as required by the Act.

**1.2 Stanislaus' Responsibilities.** Stanislaus shall provide the necessary support to Tuolumne in order for the Tuolumne GSA to adopt the GSP for the entire Basin, and satisfy Stanislaus' ongoing obligations under the Act, including the implementation and enforcement of the GSP. Stanislaus shall support Tuolumne by:

- a. ensuring, to the maximum extent possible, that the interests of the Tuolumne County portion of the Basin are included in any GSP developed by the STRGBA GSA;
- b. ensuring that DWR receives the necessary initial notification indicating the intent to develop a GSP for the Basin, pursuant to Water Code, section 10727.8 and Title 23 of the California Code of Regulations, section 353.6;
- c. assisting the STRGBA GSA in drafting the GSP in compliance with the Act and with the GSP Regulations and drafting all necessary documents for the adoption of the GSP, which shall include the Tuolumne GSA area;
- d. complying with all public notification and stakeholder participation requirements in the Act, including, but not limited to, Water Code sections 10723.2, 10723.4, 10727.8 and 10728.4 and all relevant provisions in the GSP Regulations and assisting the Tuolumne GSA in all such public notification and stakeholder participation requirements, including noticing and holding a public hearing regarding the adoption of the GSP; and
- e. assisting the Tuolumne GSA in satisfying any other ongoing obligations under the Act and the GSP Regulations, including implementation of the GSP and annual reporting requirements.

**1.3 Cooperation.** The Parties shall, whenever and as often as reasonably requested to do so by the other Party, execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered any and all documents and instruments as may be necessary, expedient, or proper in the reasonable opinion of the requesting Party to carry out the intent and purposes of this Agreement.

**1.4 Relationship of Parties.** Except as otherwise provided in this Agreement, neither Party shall have any authority to bind or obligate the other Party to any agreements or undertakings. In their performance of their respective responsibilities arising out of this Agreement, the Parties are in no way forming an agency or employee relationship. Each Party retains the right to exercise full supervision and control of the manner and method in which it performs its responsibilities arising out of this Agreement, including full supervision and control over the employment, direction, compensation, and discharge of all persons assisting in the performance of responsibilities under this Agreement. With respect to each Party's employees, if any, and consultants, each Party shall be solely responsible for payment of wages, benefits, and other compensation, compliance with all occupational safety, welfare, and civil rights laws, tax withholding, and payment of employee taxes, whether federal, state, or local, and compliance with any and all other laws regulating employment. The Parties acknowledge that nothing in SGMA shall be construed as authorizing a local agency to make a binding determination of the water rights of any person or entity, and that nothing in SGMA or a GSP shall be interpreted as superseding the land use authority of cities and counties. The Parties intend that this Agreement shall not limit or interfere with either Party's rights or authority over its own jurisdiction and internal matters, including, but not limited to, a Party's police powers, land use powers, other powers, or legal rights to surface water supplies, groundwater supplies, and any other water management facilities and operations.

**1.5 GSP Review.** The Parties agree that it is desirable for all entities responsible for approving and implementing the GSP within the Basin to fully support the adopted GSP. Accordingly, the Parties agree that Stanislaus shall strive to ensure that Tuolumne be given ample opportunity to provide input on provisions relevant to Tuolumne within the draft GSP developed by the STRGBA GSA prior the STRGBA GSA's adoption of the GSP. To the extent reasonably feasible, Stanislaus shall assist in incorporating into the draft GSP any recommended changes or additions made by Tuolumne prior to its adoption by the STRGBA GSA. To the extent any Tuolumne recommendations for changes or additions are not included in the draft GSP, Stanislaus shall provide to Tuolumne a written explanation documenting the reason or reasons why the recommendations were not included.

**1.6 Cost-Sharing and Contracting.** If the Parties determine that cost-sharing is required for any contract or expenditure made pursuant to this Agreement, any cost-sharing allocations shall be agreed to in writing by the Parties in advance of executing any contracts with consultants, vendors or other contractors. Such written approval for cost-sharing shall be subject to any necessary approvals required by a Party's governing Board or designee pursuant to that Party's contract approval procedures. Any such contracts shall be drafted in a manner that reflects that consultants, vendors or contractors hired to perform work under this Agreement are working on behalf of both Parties and will be expected to work with the Parties on a collective basis and with each Party on an individual basis as needed. Such contracts shall be made to be enforceable by both Parties. Additionally, the contracts shall include appropriate indemnity and insurance provisions as required in Section 3.2.

In the event a Party to this Agreement acts as the official contracting agency and executes a contract on behalf of both Parties (the "Contracting Party"), the Contracting Party:

- a. shall comply with all applicable local, state and federal laws including, without limitation, the California Public Contract Code and the California Labor Code;
- b. shall provide to the other Party a reasonable opportunity to review any bids received and to review and provide input on any draft contract prior to its execution;
- c. shall not approve any change orders that increase the cost of the original contract by more than 10 percent without prior consultation and written consent of the other Party;
- d. shall, in advance of executing a contract involving cost-sharing by the Parties, establish a mutually agreeable understanding with the other Party about invoicing and payment procedures related to such a contract;
- e. shall provide diligent oversight of the work conducted by any contractor, vendor or consultant under a contract executed pursuant to this Agreement; and
- f. shall maintain complete, accurate, and clearly identifiable records with respect to all contracts executed and provide to the other Party access to all records, documents, reports, conclusions and other information related in any way to any contract executed on behalf of both Parties pursuant to this Agreement.

**1.7 . Dispute Resolution.** The Parties desire to informally resolve all disputes and controversies related to this Agreement, whenever possible, at the least possible level of formality and cost. If informal resolution of a dispute or controversy cannot be achieved, the Parties agree to neutral facilitation or mediation of the dispute as a next step prior to commencement of legal action. The cost of mediation shall be shared equally between the Parties. The choice of the mediator shall be voluntarily agreed upon by the Parties, or if such agreement cannot be reached, appointed by the Superior Court of Stanislaus or Tuolumne Counties upon motion for appointment of a neutral mediator. If the mediation process fails to provide a final resolution to the raised controversy, either Party may pursue any judicial or administrative remedies otherwise available. However, notwithstanding this Section 1.5, a Party may seek injunctive or other interlocutory judicial relief prior to completion of the mediation if necessary to avoid irreparable damage or to preserve the status quo.

## **ARTICLE 2**

### **TERM**

**2.1 Term.** This Agreement shall commence on May 8, 2018 ("Effective Date") and remain in full force and effect until it is terminated by either Party.

**2.2 Termination of Agreement.** In its sole discretion and upon ninety (90) days' written notice, either Party may terminate this Agreement at any time the Party deems necessary. Termination shall not relieve the terminating Party from its obligations that accrued prior to termination.



## ARTICLE 3

### INDEMNITY AND INSURANCE

**3.1 Mutual Indemnification and Protection.** Except as otherwise described herein, each Party (the "Indemnifying Party") covenants and agrees to indemnify and to hold harmless the other Party and its successors and assigns (the "Indemnified Party") for, from and against any and all third party claims, liabilities and expenses (including, but not limited to, reasonable attorneys' fees, court costs, expert witness fees and other litigation-related expenses) which may be claimed or asserted against the Indemnified Party on account of the exercise by the Indemnifying Party of the rights granted to it under this Agreement; provided, however, in no event shall the Indemnifying Party be responsible to the Indemnified Party for any claims, liabilities or expenses that may be claimed or asserted against the Indemnified Party relating to the gross negligent or willful misconduct of the Indemnified Party or any of its employees, directors, officers, trustors, trustees, agents, affiliates, personal representatives, successors or assigns. This indemnification provision shall apply to "active" as well as "passive" negligence but does not apply to either Party's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. The provisions of this Section 3.1 will survive termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the Parties or their directors, officials, officers, employees, agents or volunteers.

**3.2 Third-Party Agreements.** Each Party shall include within any third party contract entered into in furtherance of this Agreement, provisions requiring the contractor, consultant or vendor to (a) indemnify, defend and hold harmless the other non-contracting Party and its officials, officers, employees and agents to the same extent as the contracting Party is indemnified, and (b) provide insurance coverage to the other non-contracting Party and its officials, officers, employees and agents equivalent to the coverage provided to the contracting Party. Without limiting the foregoing and to the extent the following policies are required by the contract, the non-contracting Party and its officials, officers, employees and agents shall: (1) be named as additional insureds and provided coverage on a primary and non-contributory basis on the contractor, consultant or vendor's policies of commercial general liability and business automobile liability insurance and (2) be included in any waiver of subrogation endorsements issued on the commercial general liability, business liability and workers' compensation/employer's liability policies.

## ARTICLE 4

### GENERAL PROVISIONS.

**4.1 Notices.** Any notice under this Agreement shall be deemed sufficient if given by one Party to the other in writing and: delivered in person; transmitted by electronic mail or facsimile (with acknowledgement of receipt provided by the receiving Party); or, by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service, to the Party to whom the notice is directed at the address of such Party as follows:

If to Stanislaus:

County of Stanislaus  
Attn: Department of Environmental Resources  
3800 Cornucopia Way, Suite C

Modesto, CA 95358

If to Tuolumne:

County of Tuolumne  
Attn: County Administrator's Office  
2 S. Green St.  
Sonora, CA 95370

Any communication given by mail shall be deemed delivered two (2) business days after such mailing date, and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either Party may change its address by giving the other Party notice of its new address pursuant to this Section 4.1.

**4.2 Assignability.** The Parties may not assign all or any part of this Agreement without advance written consent of each Party's governing board.

**4.3 Waiver.** No waiver by any Party of any of the provisions shall be effective unless explicitly stated in writing and executed by the Party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants, or agreements contained in this Agreement, and in any documents delivered or to be delivered pursuant to this Agreement. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

**4.4 Headings.** The section headings contained in this Agreement are for convenience and reference only and shall not affect the meaning or interpretation of this Agreement.

**4.5 Severability.** If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected, impaired or invalidated. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable, shall be modified or changed by the Parties to the extent possible to carry out the intentions and directives set forth in this Agreement.

**4.6 Governing Law.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California.

**4.7 Parties in Interest.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action against any party to this Agreement.

**4.8 Attorney Fees.** Each Party shall bear its own legal costs, fees and expenses in any dispute between the Parties arising out of this Agreement.

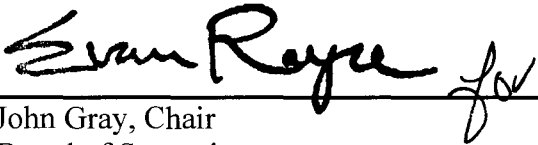
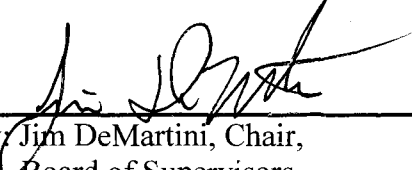
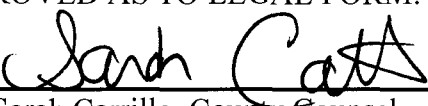
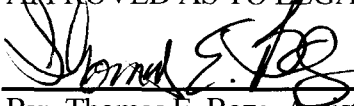
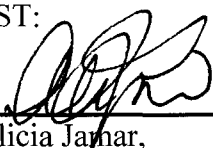
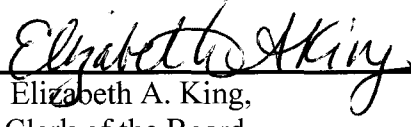
**4.9 Good Faith.** The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments or documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.

**4.10 Construction.** The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either Party, as each Party has participated in the drafting of this document and had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

**4.11 Entire Agreement.** This Agreement contains the entire understanding and agreement of the Parties, and supersedes all prior agreements and understandings, oral and written, between the Parties concerning the subject matter of this Agreement. There have been no binding promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature, except as stated in this Agreement. This Agreement may only be altered, amended or modified, in whole or in part, by a written agreement executed by the Parties to this Agreement and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppels.

**4.12 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement on the day and year and at the place first written above.

<p>COUNTY OF TUOLUMNE <span style="float: right;">4/17/18</span></p> <p></p> <hr/> <p>By: John Gray, Chair Board of Supervisors</p>	<p>COUNTY OF STANISLAUS</p> <p></p> <hr/> <p>By: Jim DeMartini, Chair, Board of Supervisors</p>
<p>APPROVED AS TO LEGAL FORM:</p> <p></p> <hr/> <p>By: Sarah Carrillo, County Counsel</p>	<p>APPROVED AS TO LEGAL FORM:</p> <p></p> <hr/> <p>By: Thomas E. Boze, Assistant County Counsel</p>
<p>ATTEST:</p> <p></p> <hr/> <p>By: Alicia Jamar, Chief Deputy Clerk of the Board</p>	<p>ATTEST:</p> <p></p> <hr/> <p>By: Elizabeth A. King, Clerk of the Board</p>